

1                   **BEFORE THE COMMONWEALTH OF KENTUCKY**  
2                   **PUBLIC SERVICE COMMISSION**  
3                   **REBUTTAL TESTIMONY OF DENISE C. BERGER**  
4                   **ON BEHALF OF**  
5                   **AT&T COMMUNICATIONS OF THE SOUTH CENTRAL STATES, INC.**  
6                   **AND TCG OHIO, INC.**  
7                   **CASE NO. 2001-105**  
8                   **JULY 9, 2001**  
9  
10

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

12 A. My name is Denise C. Berger. My business address is 1200 Peachtree Street,  
13 N.E., Atlanta, Georgia 30309.

14 **Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL**  
15 **EXPERIENCE AS THEY RELATE TO ISSUES IN THIS PROCEEDING.**

16 A. I hold a Bachelor of Fine Arts degree from the University of Southern Mississippi  
17 and a Master of Business Administration from the University of Houston with an  
18 emphasis in Marketing and Management.

19 I am employed with AT&T as the District Manager for Supplier Performance in  
20 AT&T's Local Services and Access Management Department for Alabama,  
21 Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Kentucky,  
22 and Tennessee. As a district manager, my duties entail managing the ongoing

1 performance improvement of AT&T's local services suppliers in the Southern  
2 Region for all local services AT&T offers. My team is responsible for evaluating  
3 and managing the ongoing performance improvement of AT&T's suppliers,  
4 including BellSouth Telecommunications, Inc. ("BellSouth"). We evaluate and  
5 manage to resolution all client escalation requests. My team is partnered with  
6 AT&T's internal product delivery and customer care organizations to ensure our  
7 suppliers' performance meets or exceeds internal client direct measures of quality.

8 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**  
9 **PROCEEDING?**

10 A. The purpose of my testimony is to address two issues: the limitations of  
11 BellSouth's coordinated cut-over (or "hot cuts") process and BellSouth's  
12 problems with number porting.

13 BellSouth's ability to properly perform this process is one of the key issues in  
14 determining whether BellSouth meets its obligations under the  
15 Telecommunications Act of 1996 (the "Act") to provide non-discriminatory  
16 access to unbundled network elements (271 Checklist Item 2), loop provisioning  
17 (271 Checklist Item 4), and number porting (271 Checklist Item 11). In addition  
18 to the problems with hot cuts, my testimony highlights problems CLECs and their  
19 customers have experienced with number porting. As outlined below, BellSouth  
20 has failed to demonstrate that it satisfies Checklist Items 2, 4 and 11.

1 **Q. DO YOU ANTICIPATE THAT ANY OF THE ISSUES DISCUSSED IN**  
2 **YOUR TESTIMONY WILL BE RESOLVED AS A RESULT OF**  
3 **BUSINESS-TO-BUSINESS NEGOTIATIONS?**

4 A. No. The BellSouth Account Team assigned to resolve AT&T issues has informed  
5 AT&T that it is unable to respond to AT&T regarding local service issues that  
6 have been raised in any regulatory forum.<sup>1</sup> BellSouth has retroactively and  
7 unilaterally imposed limits on AT&T, requiring AT&T to choose resolution either  
8 through business-to-business negotiations or through a regulatory body.  
9 Moreover, BellSouth's Account Team may no longer provide written responses to  
10 AT&T's requests without gaining approval from BellSouth's legal group. In light  
11 of BellSouth's policy change and the associated legal impediment, I do not expect  
12 that AT&T will be able to negotiate and resolve any issues with BellSouth in a  
13 timely fashion.

14 **I. COORDINATED CUT-OVERS (HOT CUTS)(CHECKLIST ITEMS 2, 4, AND**  
15 **11)**

16 **Q. WHAT IS BELLSOUTH'S LEGAL OBLIGATION REGARDING**  
17 **COORDINATED CUT-OVERS (HOT CUTS)?**

18 A. Pursuant to Section 251, as an Incumbent Local Exchange Carrier ("ILEC"),  
19 BellSouth must provide Competing Local Exchange Carriers ("CLECs") with  
20 nondiscriminatory access to unbundled loops and to number portability on terms  
21 and conditions that are just and reasonable.<sup>2</sup>

---

<sup>1</sup> See Letter from Bernadette Siegler of AT&T to Jan Flint of BellSouth, June 29, 2001, attached as Exhibit DCB-1.

<sup>2</sup> 47 U.S.C. §§ 251(b)(2), (c)(3).

1 **Q. HOW HAS THE FCC INTERPRETED “JUST AND REASONABLE”**  
2 **WITH REGARD TO HOT CUT PROVISIONING?**

3 A. Because the hot cut process is performed when a BellSouth customer changes its  
4 local service to AT&T, there is no retail analog (similar or same process that  
5 BellSouth performs for itself) for comparing BellSouth’s customers’ experience to  
6 AT&T’s customers’ experience. In recognition of the lack of a retail analog for  
7 comparisons, the FCC has provided guidance for evaluating whether or not an  
8 incumbent local exchange carrier’s performance satisfies the checklist  
9 requirements. To show compliance, a BOC must demonstrate that “it provisions  
10 hot cuts in sufficient quantities, at an acceptable level of quality, and with a  
11 minimum of service disruption.”<sup>3</sup>

12 **Q. WHY IS “A MINIMUM OF SERVICE DISRUPTION” SO IMPORTANT**  
13 **DURING A HOT CUT?**

14 A. A hot cut requires interruption of a customer’s service. As a result, the process  
15 must be coordinated to run smoothly and predictably, so customers can plan for  
16 the loss of active service around their business’ unique cycle of daily activity and  
17 accommodate the duration of the disruption accordingly. Otherwise, unexpected

---

<sup>3</sup> Memorandum Opinion and Order, *Application by Bell Atlantic New York for Authorization Under Section 271 of the Communication Act To Provide In-Region, InterLATA Service in the State of New York*, CC Dkt. No. 99-295, FCC 99-404, 1999 WL 1243135 (rel. Dec. 22, 1999) ¶ 291 (“*Bell Atlantic New York Order*”). The FCC has articulated a similar standard for UNE Loop hot cuts in prior orders, holding that a BOC “must demonstrate that it can coordinate number portability with loop cut-overs in a reasonable amount of time and with minimum service disruption.” *In the Matter of Application of BellSouth Corporation, et al. for Provision of In-Region, InterLATA Services in Louisiana*, CC Docket No. 98-121, Memorandum Opinion and Order, FCC 98-271 (rel. Oct. 13, 1998) (“*Second Louisiana Order*”), at ¶ 279.

1 or prolonged service outage will likely deter customers from seeking local service  
2 from CLECs and will therefore inhibit competition.

3 In its decision on Southwestern Bell Telephone Company's 271 application for  
4 Texas, the FCC explained the need for a reliable and predictable hot cut process:

5 The ability of a BOC to provision working, trouble-free  
6 loops through hot cuts is critically important in light of the  
7 substantial risk that a defective hot cut will result in  
8 competing carrier customers experiencing service outages  
9 for more than a brief period. Moreover, the failure to  
10 provision hot cut loops effectively has a particularly  
11 significant adverse impact on mass-market competition  
12 because they are a critical component of competing  
13 carriers' efforts to provide service to the small- and  
14 medium-sized business markets.<sup>4</sup>

15 The FCC recognized that obtaining unbundled local loops, number porting, and an  
16 effective hot cuts process are the principal means by which CLECs can compete  
17 in the small- and medium-sized business markets.

18 **Q. WHAT DOES "A MINIMUM OF SERVICE DISRUPTION" MEAN?**

19 A. Hot cut provisioning "with a minimum of service disruption"<sup>5</sup> requires that  
20 CLECs receive timely, accurate, and reliable hot cut loop provisioning from  
21 BellSouth and a seamless transition of customers from BellSouth's service to the  
22 CLEC's local service. In reviewing 271 applications, the FCC has stated that it is

---

<sup>4</sup> Memorandum Report and Order, *Application by SBC Communications Inc., Southwestern Bell Telephone Company, And Southwestern Bell Communications Services, Inc. d/b/a Southwestern Bell Long Distance Pursuant to Section 271 of the Telecommunications Act of 1996 To Provide In-Region, InterLATA Services In Texas*, CC Dkt. No. 00-65, ¶ 256 (rel. June 30, 2000) ("*SWBT Texas Order*").

<sup>5</sup> See *Bell Atlantic New York Order* at ¶ 291; see also *Second Louisiana Order* at ¶ 279.

1 “looking for patterns of systematic performance disparities that have resulted in  
2 competitive harm or otherwise denied competing carriers a meaningful  
3 opportunity to compete.”<sup>6</sup>

4 **Q. MR. MILNER INDICATES IN HIS TESTIMONY THAT BELL SOUTH  
5 MEETS THE APPLICABLE STANDARD. DO YOU AGREE?**

6 A. No. As I explain below, BellSouth fails to meet the guidelines and expectations  
7 that the FCC has set forth. BellSouth’s unwillingness to provide non-  
8 discriminatory access to its unbundled loops with porting has caused “competitive  
9 harm” to CLECs as well as denied CLECs “a meaningful opportunity to  
10 compete.”<sup>7</sup>

11 **Q. WHAT ARE THE ELEMENTS OF THE COORDINATED CUT-OVER  
12 (HOT CUT) PROCESS?**

13 A. The hot cut process involves two separate changes to a customer’s service that  
14 must be made at approximately the same time: (1) the manual transfer of the  
15 customer’s loop so the loop terminates on the CLEC’s switch rather than on  
16 BellSouth’s switch (the loop cut); and (2) the porting of the customer’s number,  
17 including the software changes and the disconnection of the BellSouth switch  
18 translations that permit the appropriate routing of inbound calls to the customer

---

<sup>6</sup> Memorandum and Order, *Application of Verizon New England Inc., Bell Atlantic Communications, Inc. (d/b/a Verizon Long Distance), NYNEX Long Distance Company (d/b/a Verizon Enterprise Solutions) and Verizon Global Networks, Inc., For Authorization to Provide In-Region, InterLATA Services in Massachusetts*, Before the Federal Communications Commission, CC Docket NO. 01-9, FCC 01-130 (rel. April 16, 2001) at ¶ 122 (“*Verizon Massachusetts Order*”).

<sup>7</sup> *Id.* at ¶ 122.

1 based upon the customer's existing telephone number.<sup>8</sup> The coordinated  
2 conversion process is called a hot cut because the customer's loop is lifted or  
3 "cut" while it is still in active service (i.e., the loop is "hot"), resulting in a  
4 temporary loss of active service.

5 **Q. WHAT IS THE SIGNIFICANCE OF "COORDINATION"?**

6 A. A CLEC can order a hot cut with or without order coordination. A "without  
7 coordination" hot cut means that BellSouth can work the order at any time on the  
8 due date. Further, BellSouth will notify the CLEC at any time on the due date  
9 that the loop and port are ready to be converted. A "with coordination" hot cut  
10 means that BellSouth and the CLEC coordinate their respective roles in each step  
11 of the process so that AT&T knows and confirms the precise time on the due date  
12 that the hot cut is complete. AT&T orders, and pays a premium price for, the loop  
13 "with coordination" in order to increase the predictability of the experience for  
14 our customer. Once the loop is transferred from the BellSouth switch, the AT&T  
15 technician is able to immediately complete the number port.

16 Coordination of a hot cut is a complex matter. Both BellSouth and the CLEC  
17 must perform multiple tasks in the ordering and provisioning processes of the hot  
18 cut, and both parties to the hot cut must coordinate these operations in the proper,  
19 agreed-upon sequence. If the multiple steps of the hot cut process are not  
20 performed in the proper sequence, and in a coordinated manner between

---

<sup>8</sup> Although unbundled loops and number portability may be provided separately, AT&T most often orders the two items together as part of a hot cut.

1 BellSouth and the CLEC, and if BellSouth does not complete its downstream  
2 processes appropriately, the customer will experience a service outage. The FCC  
3 has observed that proper coordination of the hot cut between the Bell Operating  
4 Company and the CLEC is “critical because problems with the cut over could  
5 result in an extended service disruption for the customer.”<sup>9</sup>

6 **Q. PLEASE DESCRIBE THE HOT CUT PROCESS IN DETAIL.**

7 A. The hot cut process followed in the AT&T work center has eight steps: (a) Pre-  
8 Design; (b) Design; (c) Local Exchange Contact; (d) Customer Contact; (e)  
9 Number Portability; (f) Testing; (g) The Hot Cut; and (h) Quality Assurance.

- 10 ○ In the Pre-Design step, AT&T accesses BellSouth’s pre-ordering  
11 Operations Support Systems (“OSS”) in order to obtain the correct  
12 customer information, such as name, address and telephone  
13 number. An AT&T agent types his information into the AT&T  
14 systems to create the AT&T customer service record and establish  
15 the bill. The agent must take special care to ensure the information  
16 on AT&T’s order matches BellSouth’s customer service record.
- 17 ○ The Design step is where AT&T electronically assigns specific  
18 facilities in AT&T’s switch and equipment located in AT&T-  
19 owned collocation space in a BellSouth central office. BellSouth  
20 will provide AT&T the customer’s loop, which is connected to  
21 AT&T’s switch through the collocation site. It is at this point that  
22 AT&T needs access to BellSouth’s LFACS database to confirm  
23 that Connecting Facility Assignment (“CFA”) information in each  
24 database matches.
- 25 ○ The Local Exchange Contact step involves AT&T’s preparation of  
26 the Local Service Request (“LSR”) for electronic submission to a  
27 BellSouth interface. The LSR specifies a date and time for the  
28 conversion based on the needs of the AT&T customer. Upon  
29 receipt of the LSR, BellSouth validates that the order is error free,

---

<sup>9</sup> Bell Atlantic New York Order at ¶ 291 n.925.



1 and sends AT&T a Firm Order Commitment (“FOC”).<sup>10</sup> The FOC  
2 indicates that the order has been checked for errors and will be  
3 processed and provisioned at a specific time on a specific date.  
4 BellSouth does not check for facility availability or for technician  
5 availability prior to sending the FOC to AT&T.

- 6
- 7 ○ The first quality assurance step is the Customer Contact. This step  
8 involves a second review of the order by AT&T along with  
9 notification to the customer regarding the specific time and date  
10 when the hot cut is scheduled to take place, based on the  
11 information BellSouth returned on the FOC.
  - 12 ○ The Number Portability step requires notification of the National  
13 Number Portability Administrator that reprogramming is needed to  
14 move the customer’s telephone number from BellSouth to AT&T.  
15 This is done by sending an electronic “create” message to the  
16 administrator for activation of the telephone service at a later point  
17 in the process.
  - 18 ○ During the Testing stage, BellSouth should determine that AT&T’s  
19 connecting facilities are ready by checking to see if Dial Tone and  
20 Automatic Numbering Identification (“ANI”) are present. Within  
21 24 to 48 hours prior to the start of the actual hot cut, BellSouth  
22 should place a concurrence call to notify AT&T of the test results  
23 and whether the hot cut can proceed as scheduled. During the  
24 concurrence call, BellSouth shall provide the following  
25 information to AT&T: (1) Dial Tone and ANI Results; (2) FOC  
26 Due Date; (3) FOC Frame Due Time; (4) Number of Lines; and (5)  
27 Cable and Pair Assignment. The review of information provided  
28 on the initial LSR and returned FOC is another precaution to  
29 ensure that no unanticipated conversion occurs. The concurrence  
30 call is the first time that BellSouth informs AT&T whether the  
31 previously confirmed FOC date and time of the cut-over will be  
32 met. If BellSouth is unable to meet the date and time originally  
33 scheduled for the conversion, then AT&T must contact the  
34 customer to determine an acceptable alternative and reschedule the  
35 date and time for the cut.
  - 36 ○ After the testing is completed, the Physical Connection, the actual  
hot cut, is performed. The loop is disconnected from BellSouth’s

---

<sup>10</sup> Prior to the May 15, 2001 Memorandum of Understanding (“MOU”) reflecting AT&T’s and BellSouth’s Hot Cut process, the FOC was defined as a “Firm Order Confirmation.”

1 switch and cross-connected to the equipment in AT&T's  
2 collocation space (the loop cut).

- 3 ○ Quality Assurance is the final step in the process and ensures that  
4 the customer has full service. AT&T reviews whether all the lines  
5 and features have been successfully ported and sends a message to  
6 the National Portability Administration Center ("NPAC")  
7 indicating that the number should be ported. AT&T then accepts  
8 the service from BellSouth. At this point, BellSouth should send  
9 its internal disconnect orders, which terminate BellSouth billing to  
10 the customer and remove the customer from the BellSouth switch  
11 by removing the translations. The customer should now be able to  
12 make and receive calls as an AT&T customer.

13 Attached to my testimony as Exhibit DCB-2 is a video depicting the hot cut  
14 process. The video includes the simulation of a technician physically changing  
15 the loop from the incumbent local exchange carrier to the new local service  
16 provider. This step was simulated because a BellSouth technician in a BellSouth  
17 central office performs the actual work of physically connecting the customer's  
18 loop to AT&T's central office switch.

19 **Q. HAS AT&T ATTEMPTED TO WORK WITH BELLSOUTH TO**  
20 **IMPROVE THE PREDICTABILITY OF THE HOT CUTS PROCESS?**

21 **A.** Yes. AT&T has worked with BellSouth over two years in an attempt to establish  
22 and implement an efficient, reliable, and predictable process for hot cut  
23 provisioning. Over much of this time, AT&T and BellSouth engaged in  
24 negotiations meant to minimize problems affecting AT&T's customers related to  
25 hot cuts. Until recently, AT&T and BellSouth were at gridlock in negotiations.  
26 Meanwhile, AT&T's efforts to compete with BellSouth were hampered by  
27 BellSouth's problems in hot cut ordering and provisioning.

1 **Q. HAVE AT&T AND BELLSOUTH REACHED AGREEMENT**  
2 **REGARDING ANY PARTS OF THE HOT CUT PROCESS?**

3 A. Yes. On April 16, 2001, AT&T and BellSouth came to an agreement in principle  
4 concerning hot cuts and memorialized that agreement in a Memorandum of  
5 Understanding ("MOU"). The MOU became effective on May 15, 2001, and is  
6 attached as Exhibit DCB-3. AT&T believes the MOU is a positive, but much  
7 delayed, step forward in AT&T's ongoing effort to resolve the ordering and  
8 provisioning problems that AT&T experiences when its customers undergo a "hot  
9 cut."

10 **Q. DOES THE MOU CONTAIN METHODS AND PROCEDURES**  
11 **IMPLEMENTING THE PARTIES' AGREEMENT?**

12 A. No. AT&T and BellSouth have not yet established methods and procedures to  
13 implement, or "operationalize," their agreement. The MOU by its terms only  
14 became effective on May 15, 2001.

15 **Q. DOES THE MOU RESOLVE ALL OF AT&T'S CONCERNS**  
16 **REGARDING THE HOT CUTS PROCESS?**

17 A. The MOU is an encouraging step, but AT&T reserves judgment on the efficacy of  
18 the hot cuts process until it gains more experience with the process and related  
19 methods and procedures to be developed from the MOU. Additionally, in  
20 working to implement the language in the MOU into our respective work centers,  
21 BellSouth and AT&T found three areas of operational disagreement. Indeed, as  
22 part of the negotiation of the open issues related to the MOU, BellSouth has  
23 agreed to participate in a second round of data reconciliation in Georgia to

1 determine whether the new process is effective in eliminating or at least  
2 minimizing AT&T customer dissatisfaction.<sup>11</sup> That data reconciliation has not yet  
3 taken place since the two companies have not agreed on what activity constitutes  
4 the end of the cut.

5 **Q. PLEASE PROVIDE AN EXAMPLE OF AN ISSUE THAT THE MOU**  
6 **ADDRESSES BUT MAY NOT RESOLVE.**

7 The implementation of the MOU may not adequately resolve the concerns AT&T  
8 has with BellSouth's hot cuts process. For example, BellSouth's post-  
9 provisioning maintenance has failed to adequately address troubles such as line  
10 noise, bad pairs, and absence of dial tone during the seven days immediately  
11 following the hot cut. My discussion of these concerns will be supplemented as  
12 necessary as data and additional information become available.

13 **Q. WHAT ARE AT&T'S PRIMARY CONCERNS REGARDING HOT CUTS?**

14 A. AT&T's customers suffer from the following deficiencies:

- 15 ○ BellSouth's substandard performance in returning timely firm  
16 order confirmations;
- 17 ○ BellSouth's failure to provide a reliable schedule for performance  
18 of hot cuts;
- 19 ○ BellSouth's efforts to eliminate the date- and time-specific hot cut;

---

<sup>11</sup> The Georgia Public Service Commission required AT&T and two other CLECs in Georgia to conduct an  
(Footnote continued on next page)

- 1                   o Erroneous disconnection and undue delay in reconnection;
- 2                   o BellSouth's failure to consistently notify AT&T that the loop has
- 3                    been transferred to AT&T;
- 4                   o BellSouth's discriminatory service center support; and
- 5                   o The absence of performance measures that adequately reflect the
- 6                    customer experience.

7 **Q.    WHAT IS A FOC INTERVAL, AND WHY IS IT IMPORTANT?**

8 **A.**    To comply with Checklist Item 4, BellSouth must establish that it provides  
9 competitors with nondiscriminatory access to loop information in a timely manner  
10 and that it returns timely firm order confirmations ("FOCs") to competitors. The  
11 "FOC interval" is the period of time between a CLEC's submission of an LSR  
12 and BellSouth's return of a FOC to the CLEC. Because the customer must make  
13 arrangements to accommodate the loss of active service associated with a hot cut,  
14 it is important that AT&T be able to provide the customer with reliable scheduling  
15 information as early as possible in the process. Accordingly, customer  
16 satisfaction and convenience require that the FOC interval be as short as possible.  
17 Moreover, because the FOC interval is a component of the overall implementation

---

(Footnote continued from previous page)  
initial data reconciliation with BellSouth regarding UNE-Loop hot cuts from September 11 through  
November 3, 2000.

1 interval, minimizing the FOC interval improves the ability of AT&T to provide  
2 prompt completion of customer requests.

3 **Q. HOW ARE THE BENCHMARKS DETERMINED FOR FOC**  
4 **INTERVALS?**

5 A. As stated in Mr. Varner's testimony, BellSouth urges this Commission to rely  
6 upon performance measures and data from its Georgia proceedings. The Georgia  
7 Commission's Order entered on January 16, 2001 in Docket No. 7892-U  
8 established the benchmarks for FOC intervals.<sup>12</sup> The intervals for returning FOCs  
9 differ depending upon whether the order is mechanized or partially mechanized.  
10 For mechanized orders, 95% of FOCs must be returned within three hours.

11 **Q. MR. VARNER TESTIFIED THAT THE BENCHMARK FOR**  
12 **PARTIALLY-MECHANIZED FOCs IS 85% WITHIN THIRTY-SIX**  
13 **HOURS. PLEASE EXPLAIN THE DISCREPANCY BETWEEN THIS**  
14 **BENCHMARK AND THE BENCHMARK SET FORTH IN**  
15 **BELLSOUTH'S FILED SQM FOR THIS 271 PROCEEDING.**

16 A. Mr. Varner is incorrect. The Interim Service Quality Measurements, which  
17 BellSouth filed in Kentucky on May 18, 2001, set the benchmark for partially-  
18 mechanized FOCs at 85% within twenty-four hours. The SQM anticipated a  
19 gradual reduction in this benchmark. Accordingly, after three months, the  
20 benchmark becomes 85% within eighteen hours, and after six months, the  
21 benchmark will be 85% within ten hours.

---

<sup>12</sup> *In re: Performance Measurements for Telecommunications Interconnection, Unbundling and Resale*, Docket No. 7892-U; Georgia Public Service Commission Order, January 16, 2001.

1 **Q. DID BELLSOUTH MEET THESE REQUIREMENTS ON A REGIONAL**  
2 **BASIS?**

3 A. No. Nearly 30% of BellSouth's FOCs for hot cut orders to AT&T were returned  
4 after more than eighteen hours, and the regional average interval was 11 hours and  
5 36 minutes.

6 **Q. WHAT IS THE IMPACT OF BELLSOUTH'S SUBSTANDARD**  
7 **PERFORMANCE?**

8 A. AT&T and its customers suffer as BellSouth's performance dips dramatically  
9 below even the benchmark proposed by BellSouth for FOC turnaround time. The  
10 result of BellSouth's poor performance in this area is that customers' due dates  
11 and coordination times are delayed past the dates and times originally requested  
12 by and scheduled with AT&T's end user. This is an unacceptable level of  
13 performance from BellSouth as AT&T's supplier of these services and is  
14 drastically different from the service levels BellSouth provides to itself and its  
15 customers.

16 **Q. DOES BELLSOUTH PROCESS ORDERS FOR HOT CUTS PROMPTLY?**

17 A. No. A hot cut order is an order for a loop with local number portability ("LNP").  
18 However, BellSouth's OSS presently cannot process orders including LNP in a  
19 mechanized manner. Although AT&T submits these orders electronically, they  
20 fall out of BellSouth's system and must be processed manually, with the  
21 associated delay and increased likelihood of error.

1 **Q. HOW DOES AT&T DETECT THESE DELAYS?**

2 A. Evidence of the delays in these orders appears in BellSouth's performance  
3 reporting<sup>13</sup> and in AT&T's own tracking of performance of its orders. BellSouth's  
4 performance data for May 2001 indicates that, although AT&T sent all of its  
5 orders for Loops with LNP to BellSouth electronically, only 8.8% of the orders  
6 were fully mechanized.<sup>14</sup> That means that over 91% of AT&T's loop and port  
7 orders were processed as partially mechanized or manually. BellSouth's failure to  
8 adequately provide mechanized handling of LNP burdens the majority of hot cut  
9 orders with additional delays associated with partially mechanized orders.<sup>15</sup>

10 **Q. PLEASE DESCRIBE AT&T'S CONCERN REGARDING CFA CHECKS.**

11 A. Another source of unreasonable delay in the hot cut process occurs when  
12 BellSouth returns a FOC without first checking the availability of its Connecting  
13 Facility Assignments ("CFAs").<sup>16</sup> The delay arises because AT&T informs its

---

<sup>13</sup> As outlined in the testimony of Sharon E. Norris filed in this docket, BellSouth's self-reported performance data is incomplete and inaccurate. Even if this issue is laid aside, however, BellSouth's reported performance data does not present a picture of compliance with the Act's requirements.

<sup>14</sup> A Fully Mechanized order measurement is defined by BellSouth's Service Quality Measurement Plan ("SQM") in Georgia, version 1.01 (April 6, 2001) as "[t]he elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.

<sup>15</sup> A Partially Mechanized order measurement is defined by BellSouth's Service Quality Measurement Plan ("SQM") in Georgia, version 1.01 (April 6, 2001) as "[t]he elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.

<sup>16</sup> Exhibit DCB-4, attached hereto, illustrates the CFA check. The CFA check determines whether the cable and pair assignments at AT&T's collocation space and at BellSouth's Main (Footnote continued on next page)



1 customer of the date and time of the expected hot cut based upon BellSouth's  
2 FOC. The customer justifiably relies upon the FOC date and time when planning  
3 for the cut-over. This planning often includes modification of production and  
4 personnel schedules, as well as arranging for an equipment vendor to be present at  
5 the time of the cut. In addition, AT&T allocates its resources to accommodate the  
6 cut-over on the due date at the due time. In those cases where BellSouth  
7 subsequently identifies a CFA conflict, BellSouth issues a post-FOC clarification  
8 or jeopardy, which can delay the hot cut. This delay inconveniences both the  
9 customer and AT&T.

10 **Q. WHAT IS THE IMPACT OF BELLSOUTH'S FAILURE TO PERFORM A**  
11 **PRE-FOC CFA CHECK?**

- 12 A. When the CFA check is not performed before the issuance of a FOC, the  
13 following problems occur:
- 14 ○ Due dates are missed because BellSouth must design a loop  
15 facility. Consequently, the customer must have the due date and or  
16 due time changed because of BellSouth's late design.

---

(Footnote continued from previous page)

Distributing Frame match. It requires looking into both AT&T's and BellSouth's software databases to identify the status of the physical assignment of cable and pairs connecting AT&T's point of termination to BellSouth's network. The status of the assignment should be either active or spare. If both assignments are spare, the CFA verification step proceeds. If the cable pair assignment is not properly matched, however, both companies will encounter rework activities in order to obtain a new cable pair for the customer's requested order.

- 1                   ○ AT&T agents are forced to rework orders and perform tasks that
- 2                   have already been performed. Resources are therefore wasted on
- 3                   re-working old orders instead of other hot cut activities.
  
- 4                   ○ AT&T must incur the additional cost of supplementing its original
- 5                   order or issuing an entirely new order and restarting the hot cut
- 6                   process.
  
- 7                   ○ AT&T agents are forced to perform redundant verifications of the
- 8                   CFA information previously obtained prior to issuing the initial
- 9                   LSR.
  
- 10                  ○ AT&T must perform unnecessary physical cable and pair
- 11                  assignment checks.

12                  All of these problems ultimately cause delay in customer orders and denial of  
13                  telephone service with a new local service provider.

14 **Q.    WHAT IS LFACS AND HOW WOULD AT&T'S ACCESS TO**  
15 **BELLSOUTH'S LFACS DATABASE REDUCE THE DELAYS**  
16 **ASSOCIATED WITH CFA CONFLICTS?**

17 **A.    BellSouth's Loop Facility Assignment Control System ("LFACS") database**  
18                  confirms that a connection can be achieved from the CLEC collocation site  
19                  located in BellSouth's central office to the customer's location. If AT&T had  
20                  access to BellSouth's LFACS database, we would experience a reduction in the  
21                  number of CFA discrepancies, because AT&T would be able to check  
22                  assignments in BellSouth's database before sending its LSR to BellSouth. Other

1 web-based tools offered by BellSouth do not allow the CLEC to check the  
2 facilities until after the order is sent.

3 **Q. HAS BELLSOUTH GIVEN AT&T ACCESS TO THE LFACS**  
4 **DATABASE?**

5 A. No. BellSouth agreed to give AT&T access to LFACS in the MOU, but that  
6 access has not yet been granted. The MOU stated that LFACS access would be  
7 included in BellSouth's Release 10, which later became Release 9.4. BellSouth  
8 has repeatedly postponed granting AT&T access to LFACS, and post-FOC CFA  
9 problems persist. Although BellSouth initially indicated AT&T would have  
10 LFACs access by first quarter 2001, BellSouth first delayed the rollout until June  
11 2001. BellSouth recently indicated it would give AT&T LFACs access by June  
12 22, 2001. BellSouth, however, has not taken any apparent steps to schedule the  
13 training sessions or meetings that will be necessary for AT&T to make effective  
14 use of LFACs access. AT&T is still unsure when access to LFACS will be  
15 granted. Meanwhile, until BellSouth makes useful LFACs access available,  
16 AT&T must address CFA problems by exchanging spreadsheets with BellSouth,  
17 and AT&T's local service customers continue to undergo substantial  
18 inconvenience.

19 **Q. WHAT IS THE HISTORY OF AT&T'S AND BELLSOUTH'S**  
20 **DISAGREEMENT OVER HOT CUT START AND STOP TIMES?**

21 A. During the negotiation period leading up to the signing of the MOU, BellSouth  
22 was ordered by the Georgia Commission to participate in a data reconciliation  
23 with three CLECs, including AT&T. This data reconciliation involved the

1 collection and comparison of provisioning data and the reconciliation of the root  
2 cause of differences in that data. This reconciliation was performed under the  
3 guidance of the Georgia Commission from September 11, 2000 through  
4 November 3, 2000.

5 During this reconciliation process, AT&T and BellSouth uncovered three  
6 operational disagreements. Two of the three disagreements have been negotiated  
7 and settled. The third involves BellSouth's request for a four-hour window to  
8 start a conversion when the customer's BellSouth service was provided over a  
9 BellSouth integrated digital loop carrier ("IDLC") facility. Attached to my  
10 testimony as DCB-5 is AT&T's letter of April 19, 2001 to BellSouth concerning  
11 AT&T's concerns with BellSouth's proposal for hot cuts or coordinated  
12 conversions. As you can see from the letter, AT&T has not agreed to this request,  
13 which would effectively eliminate CLEC access to date- and time-specific hot  
14 cuts.

15 **Q. PLEASE SPECIFY THE CIRCUMSTANCES UNDER WHICH**  
16 **BELLSOUTH WANTS ADDITIONAL TIME TO PERFORM HOT CUTS.**

17 **A.** The operational disagreement concerns the situation in which AT&T orders and  
18 pays the associated additional fee for a date- and time-specific hot cut, and the  
19 customer to be transferred has existing local service on BellSouth's IDLC.

1 **Q. WHAT IS THE NATURE OF THE DISAGREEMENT?**

2 A. AT&T and BellSouth disagree on the appropriate start and stop times for the  
3 physical connection of the loop during the hot cuts process. The physical  
4 connection is the crucial step because it involves loss of active service.

5 **Q. WHAT IS BELL SOUTH'S POSITION?**

6 A. BellSouth contends it wants a four-hour window in which to start the physical  
7 connection step. For example, BellSouth might begin the cut by disconnecting  
8 active service at anytime between 8 a.m. and noon or between 1 p.m. and 5 p.m.  
9 BellSouth acknowledges that this proposal removes the time-specificity of  
10 AT&T's order and has agreed that it would waive the time-specific fee.

11 **Q. WHY IS A FOUR-HOUR START WINDOW UNACCEPTABLE TO**  
12 **AT&T?**

13 A. BellSouth's proposal utterly disregards the necessity of minimizing the duration  
14 and impact of the customer's service outage. AT&T's local service customers  
15 must be able to plan and prepare for a service outage, and they should not have to  
16 put a half day's business "on hold" just to change local service providers.

17 **Q. PLEASE PROVIDE AN EXAMPLE.**

18 A. Suppose a pizza delivery business wanted to change local service providers and  
19 needed to have the cut performed outside of its busy hours. Further, suppose that  
20 the business was served by an IDLC loop from BellSouth. A loss of telephone  
21 service during either of the requested four-hour windows, 8:00 a.m. until 12 noon  
22 or 1:00 until 4:00 p.m. would have a significant negative impact on this

1 customer's lunch business, and an outage during the afternoon window could also  
2 impact the dinner business. Faced with the risk of a telephone outage that could  
3 jeopardize business, this customer could reasonably choose not to leave its  
4 incumbent provider. BellSouth's imposition of such a barrier to competition is  
5 inconsistent with the purpose of the Act.

6 **Q. WHAT IS THE EXTENT OF THE IMPACT OF BELLSOUTH'S**  
7 **PROPOSAL TO ELIMINATE TIME-SPECIFIC HOT CUTS?**

8 A. This proposal by BellSouth will affect numerous customers because BellSouth is  
9 rolling out IDLC in vast quantities. BellSouth has already deployed IDLC over a  
10 large part of its network. If accepted, BellSouth's proposal would eliminate the  
11 availability of time-specific hot cuts for those customers. As BellSouth continues  
12 to deploy increasing amounts of IDLC, this proposal would effectively eliminate  
13 time specific orders from hot cut provisioning.

14 **Q. WHAT IS AT&T'S CONCERN REGARDING ERRONEOUS**  
15 **DISCONNECTS?**

16 A. BellSouth's legacy systems include no mechanism to ensure coordination of all of  
17 the activities associated with a hot cut. This deficit can cause outages or other  
18 inconveniences for customers who change their local service provider from  
19 BellSouth to a CLEC. One type of error commonly associated with the hot cut  
20 process is the erroneous disconnect. This might arise in the following manner:  
21 AT&T issues an LSR and receives a FOC. This FOC initiates a number of  
22 internal controlling component orders in BellSouth's system, including the loop  
23 facility component order, the port component order, and the facility disconnect

1 order, among others. If, in this hypothetical example, AT&T's customer requests  
2 a change and AT&T issues a supplemental order changing the date, BellSouth has  
3 no mechanism to ensure that all of its internal orders reflect the change. If the  
4 facility disconnect order remains unchanged, BellSouth could--and does--  
5 disconnect the customer's service in error.

6 **Q. DOES BELLSOUTH PROMPTLY RESTORE ERRONEOUSLY**  
7 **DISCONNECTED SERVICE OF AN AT&T CUSTOMER WHEN THE**  
8 **ERROR IS AT&T'S?**

9 A. When BellSouth erroneously disconnects an AT&T local service customer  
10 because of an AT&T error, BellSouth treats AT&T's request for resolution as a  
11 request for new loops. The result of BellSouth's treatment of the request as an  
12 order for new loops is that the erroneously disconnected AT&T customer can  
13 remain out of service for seven days, despite AT&T's request and payment for  
14 "expedited" service.

15 **Q. DOES BELLSOUTH PROMPTLY RESTORE ERRONEOUSLY**  
16 **DISCONNECTED SERVICE ITS OWN CUSTOMER?**

17 A. I assume so. The Kentucky Public Service Commission requires that BellSouth  
18 restore service to out of service customers within twenty-four hours when  
19 possible.

20 **Q. WHAT IS THE IMPACT OF THIS DISCRIMINATORY TREATMENT**  
21 **OF AT&T'S CUSTOMERS?**

22 A. The erroneous disconnection of a customer's active service can be devastating to  
23 the customer. AT&T's goal is to ensure disconnects in error are rare -- preferably  
24 non-existent. BellSouth's goal should be to restore service at the earliest possible

1 time, regardless of the customer's local service provider and regardless of the  
2 source of the error. BellSouth, however, reserves prompt service restoration for  
3 its own customers. This practice violates the Act's parity requirement and pro-  
4 competition policies.

5 **Q. PLEASE DESCRIBE AT&T'S CONCERNS REGARDING BELL SOUTH'S**  
6 **SERVICE CENTER STAFFING.**

7 A. AT&T is concerned that BellSouth's support centers are insufficiently staffed to  
8 respond to and resolve CLEC troubles in a timely manner.

9 **Q. PLEASE PROVIDE AN EXAMPLE RELATED TO HOT CUTS**  
10 **PROVISIONING.**

11 A. BellSouth service center representatives refer LNP-related problems to a single  
12 person who typically works from noon until 8 p.m. Any LNP troubles arising  
13 outside of those hours, or when this expert is on vacation or in meetings, must  
14 wait. Although BellSouth has assigned a back-up person to assist during the  
15 hours that BellSouth's primary subject-matter expert is out of the office, the  
16 reality is that BellSouth has only two people trained and equipped to handle  
17 problems with LNP orders.

18 In light of the fact that LNP is not adequately mechanized, and given the  
19 increased error rate among manually-handled orders, BellSouth's failure to  
20 provide adequate support for the inevitable problems is unreasonable. Although  
21 the staffing shortage impacts other areas, this problem is particularly acute in the  
22 area of hot cuts, because every hot cut involves number porting.



1 **Q. DO BELL SOUTH'S CLEC SERVICE CENTERS PROVIDE SERVICE**  
2 **THAT IS COMPARABLE TO THE SERVICE BELL SOUTH PROVIDES**  
3 **ITS RETAIL CUSTOMERS?**

4 A. No. BellSouth's LCSCs, which handle CLEC calls regarding existing orders, do  
5 not answer calls as promptly as BellSouth's retail Residence Service Centers  
6 ("RSCs") or retail Business Service Centers ("BSCs") handle BellSouth's service  
7 calls, even though the performance standard set by the Georgia Commission for  
8 LCSC answer time performance is supposed to be at parity with BellSouth's  
9 retail.

10 **Q. PLEASE PROVIDE SPECIFIC DATA DEMONSTRATING THE**  
11 **DISCREPANCY BETWEEN THE SERVICE BELL SOUTH PROVIDES**  
12 **CLECS AND THE SERVICE BELL SOUTH PROVIDES ITS RETAIL**  
13 **OPERATIONS.**

14 A. In January, the average answer time at BellSouth's retail RSC was 154 seconds.  
15 The average answer time at BellSouth's retail BSC was 84 seconds. In contrast,  
16 the CLECs' calls are answered at the LCSC with an average answer time was 398  
17 seconds. Even after BellSouth opened its LCSCs in Jacksonville, Florida,  
18 BellSouth failed to meet the measurement standard for February, 2001 as well.<sup>17</sup>  
19 Although BellSouth's performance in the LCSC has improved, it has still failed to  
20 reach the level of parity with the BellSouth Retail Business Service Center.

---

<sup>17</sup> Exhibit DCB-6 is a chart showing a breakdown of BellSouth's hold times for BellSouth's retail customers that call BellSouth's Residential Service Center and Business Service Center, and CLEC's hold times when calling BellSouth's Local Carrier Services Center. This measure does *NOT* include the hold time experienced by CLECs when representatives put them on hold after finally answering the phone.

1 **Q. WHAT IS THE IMPACT OF BELLSOUTH'S DISCRIMINATORY**  
2 **SERVICE PROVISIONING?**

3 A. The extended answer times that CLECs experience result in delay in resolution of  
4 problems, and therefore impact customers. Moreover, AT&T is required to  
5 increase its own personnel coverage to make up for the time its employees spend  
6 awaiting assistance from BellSouth. Additionally, this measurement does not  
7 completely reflect the CLECs' experience. AT&T regularly experiences the  
8 LCSC representatives putting calls on hold for up to 45 minutes to an hour before  
9 discussing the issue.

10 **Q. PLEASE DESCRIBE YOUR CONCERNS REGARDING BELLSOUTH'S**  
11 **PERFORMANCE MEASURES FOR HOT CUTS.**

12 A. A hot cut is an extremely complex process, which, if improperly conducted, can  
13 have a devastating impact upon customers. Despite the critical nature of this  
14 process and the wholesale customer dissatisfaction BellSouth can cause, the  
15 measure of BellSouth's performance in this area remains inadequate. BellSouth  
16 does not employ sufficient performance measures to provide monitoring  
17 information to ensure a satisfactory customer experience.

18 **Q. WHAT HOT CUT PERFORMANCE MEASURES DOES BELLSOUTH**  
19 **PROVIDE?**

20 A. BellSouth currently provides four performance measures unique to Coordinated  
21 Customer Conversions:

22           o Measure P-7, Coordinated Customer Conversions Interval  
23           measures the interval from the time the technician disconnects the

1 customer's loop from the BellSouth switch until he or she cross-  
2 connects the loop to the CLEC's equipment.

- 3 ○ Measure P-7A, Coordinated Customer Conversions – Hot Cut  
4 Timeliness Percent Within Interval and Average Interval, measures  
5 whether BellSouth begins the cut over of an unbundled loop on a  
6 coordinated and/or a time specific order at the CLEC requested  
7 start time, measuring the percentage of orders where the cut begins  
8 within fifteen minutes of the requested start time of the order and  
9 the average interval.

- 10 ○ Measure P-7B, Coordinated Customer conversions – Average  
11 Recovery Time, measures the time between notification and  
12 resolution by BellSouth of a service outage found prior to the  
13 service order completion that can be isolated to the BellSouth side  
14 of the network.

- 15 ○ Measure P-7C, Hot Cut Conversions – Percent Provisioning  
16 Troubles Received Within Seven Days of a Completed Service  
17 Order, measures the percent of provisioning troubles received  
18 within seven days of a completed service order associated with  
19 coordinated and non-coordinated customer conversions.

20 These measurements, however, ignore critical hot cut issues.

1 **Q. WHAT CRITICAL HOT CUT ISSUES DO THESE MEASUREMENTS**  
2 **IGNORE?**

3 A. The following measures must be monitored to ensure the customer experience is  
4 captured in the performance measures:

- 5 ○ Whether the cut was completed in a timely manner. Measure P-3,  
6 Percent Missed Installation Appointments, only measures whether  
7 BellSouth completed the cut on the day ordered, not at the time  
8 specified;
- 9 ○ Whether the FOC was issued in time to allow the CLEC to timely  
10 activate the number porting process and perform other essential  
11 activities;
- 12 ○ Whether the customer's service was impaired during the  
13 provisioning process; and
- 14 ○ Whether the CLEC was notified of the cut so it could timely port  
15 the number.

16 Lack of timely and accurate performance in any one of these areas negatively  
17 impacts the customer's service.

18 **Q. HAS THE FCC ADDRESSED THIS ISSUE?**

19 A. Yes. In the *Bell Atlantic New York Order*, the FCC discussed the minimum  
20 requirements for meeting three hot cut measures that Bell Atlantic was to satisfy

1 in order to comply with the 271 checklist.<sup>18</sup> The first measure is called Hot Cut  
2 Timeliness, but the calculation of the measure presented by the FCC differs from  
3 BellSouth's calculation of the measure. The second measure, Percent of Hot Cuts  
4 Resulting in Outages, has been adopted in Georgia as a diagnostic (referenced by  
5 the Georgia Public Service Commission as the measure of average recovery time),  
6 but BellSouth has not yet begun reporting the data. The third measure is Percent  
7 Hot Cut Troubles in Seven Days. BellSouth reports this measure with compliant  
8 performance.

9 **Q. IS BELLSOUTH'S HOT CUT TIMELINESS MEASURE ADEQUATE?**

10 **A.** No. Because its timeliness measure differs from that discussed in the *Bell*  
11 *Atlantic New York Order*, BellSouth lacks a measurement to accurately determine  
12 whether it is performing time-specific cuts at the time specified and paid for by  
13 the CLEC. BellSouth reports on-time performance relative only to the day the cut  
14 was scheduled and the time that the cut began according to BellSouth records.  
15 CLECs cannot track when the cut begins as BellSouth does not have a tracking  
16 mechanism in place for this measurement. BellSouth's performance measures  
17 omit the critical issue of when the cut-over of the customer's service and  
18 transition to AT&T was completed by BellSouth so AT&T was able to port the  
19 number and fully restore the customer's service.

---

<sup>18</sup> See *Bell Atlantic New York Order* ¶ 309. Bell Atlantic was required to meet on-time hot cut performance at rates at or above 90%, have fewer than 5% of hot cuts result in service outages, and have less than 2% of its hot cuts have installation troubles in order to be in compliance with the competitive checklist.

1 **Q. WHAT IS BELL SOUTH'S REPORTED HOT CUT TIMELINESS USING**  
2 **ITS INADEQUATE MEASURE?**

3  
4 According to BellSouth's analysis, available on the PMAP website, BellSouth  
5 claims it performed 92.22% of its starts on time in January, 2001, 97.59% on time  
6 starts for February, 2001, 98.68% of its starts on time in March, 2001, 98.59% of  
7 its starts on time in April, 2001, and 98.94% of its starts on time in May, 2001.<sup>19</sup>

8 **Q. DOES BELL SOUTH'S HOT CUT TIMELINESS PERFORMANCE MEET**  
9 **THE REQUIRED MEASURES IN THE *BELL ATLANTIC NEW YORK***  
10 **ORDER?**

11  
12 No. Under this measure, AT&T concludes that BellSouth is not performing at an  
13 acceptable level. In calculating its data, AT&T relied upon the loop cutover  
14 calculation measures required by the FCC in its *Bell Atlantic New York* Order  
15 and assumed the start date and time matched the date and time returned by  
16 BellSouth on the FOC. AT&T's data indicates that BellSouth's on-time  
17 performance for completing hot cuts in January 2001 was 77.3%; in February,  
18 86.6% ; March, 86.2%; April, 72.3%; and May, 80.3%.<sup>20</sup>

19 **Q. WHAT IS THE IMPACT OF BELL SOUTH'S FAILURE TO PROVIDE**  
20 **ADEQUATE MEASUREMENTS OF ITS HOT CUT TIMELINESS**  
21 **PERFORMANCE?**

22 A. BellSouth's performance in the provisioning of hot cuts has an enormous impact  
23 on the customer's experience during the customer's transition to a CLEC's

---

<sup>19</sup> As stated earlier, BellSouth's self-reported performance data is not in compliance with the Georgia Commission's latest order and is incomplete and inaccurate. Even if these issues are laid aside, however, BellSouth's reported performance data does not present a picture of compliance with the Act's requirements.

<sup>20</sup> See Exhibit DCB-7 ("Regional Hot Cut Analysis for January – May 2001").

1 service. Performance assessment is therefore imperative for a proper 271  
2 analysis, and BellSouth's performance cannot be adequately assessed without  
3 more appropriate performance measures. Consequently, based on the present  
4 performance measurements, BellSouth cannot and has not established that it  
5 complies with Checklist Items 2, 4 and 11.

6 **II. LOCAL NUMBER PORTABILITY (CHECKLIST ITEM 11)**

7 **Q. WHAT IS BELLSOUTH'S LEGAL OBLIGATION REGARDING**  
8 **NUMBER PORTABILITY?**

9 A. Section 271(c)(2)(B) of the Act requires a BOC to comply with the number  
10 portability regulations adopted by the FCC pursuant to section 251.<sup>21</sup> Section  
11 251(b)(2) requires all LECs "to provide, to the extent technically feasible, number  
12 portability in accordance with requirements prescribed by the Commission."<sup>22</sup>  
13 Accordingly, BellSouth must provide number portability in a manner that allows  
14 users to retain existing telephone numbers "without impairment in quality,  
15 reliability, or convenience."<sup>23</sup> The FCC states that these rules require that any  
16 long-term number portability method "does not result in any degradation in  
17 service quality or network reliability when customers switch carriers."<sup>24</sup>

---

<sup>21</sup> 47 U.S.C. § 271(c)(2)(B)(xii).

<sup>22</sup> *Id.*, § 251(b)(2).

<sup>23</sup> *Id.*

<sup>24</sup> 47 CFR ¶ 52.23(a)(5).

1 **Q. DO YOU AGREE WITH MR. MILNER THAT BELL SOUTH IS**  
2 **PROVIDING LOCAL NUMBER PORTABILITY AS REQUIRED BY THE**  
3 **ACT AND THE FCC?**

4 A. Although he addresses quantity of numbers ported, Mr. Milner fails to address the  
5 quality of BellSouth's LNP processes, nor does he address the problems AT&T  
6 and its customers are experiencing with LNP.

7 **Q. DOES MR. VARNER ADDRESS BELL SOUTH'S PERFORMANCE IN**  
8 **PROVIDING NUMBER PORTABILITY?**

9 A. Only in a perfunctory way. Mr. Varner does not address the performance  
10 problems that AT&T and its customers experience with LNP that are caused by  
11 BellSouth and that are not addressed by BellSouth's self reported data.

12 **Q. WHAT IS NUMBER PORTABILITY?**

13 A. LNP is a network feature that allows a telephone number that originally was  
14 assigned to one switch to be "ported" to a second switch. This feature gives  
15 customers the ability to change local service providers without changing their  
16 telephone number. The FCC mandated that the Local Routing Number ("LRN")  
17 method of LNP be deployed under industry guidelines developed by the Local  
18 Number Portability Administration working group ("LNPA") of the FCC's North  
19 American Numbering Council ("NANC"). LRN allows the re-homing of  
20 individual telephone numbers to other switches through an addressing and routing  
21 scheme that uses the SS7 signaling network and centralized databases. Each  
22 public network switch is assigned a ten-digit LRN, and each customer's telephone



1 number is matched in a regional database with the LRN for the switch that serves  
2 that telephone number.

3 **Q. WHAT IS THE IMPORTANCE OF THE AIN TRIGGER?**

4 A. The setting of a trigger in the switch currently serving the customer, the “donor”  
5 switch, causes call termination in that switch for the particular telephone number  
6 to be suspended and a query sent to the LNP database for routing information. If  
7 the CLEC has not yet activated the port, the donor switch will route the call  
8 within itself. If the CLEC has activated the port, the donor switch will be  
9 instructed to route the call to the CLEC switch.

10 Simply stated, the AIN trigger puts the BellSouth switch on alert that the  
11 customer is changing local service providers. When a call for the customer  
12 arrives in the BellSouth switch, instead of automatically completing the call on  
13 the old BellSouth loop, the trigger causes the switch to check whether the number  
14 port has been activated by the CLEC. If it has, the BellSouth switch sends the call  
15 to the CLEC switch for completion. If it has not, the BellSouth switch will  
16 complete the call as it has in the past.

17 **Q. WHEN SHOULD THE AIN TRIGGER BE SET?**

18 A. The presetting of the trigger gives the CLEC the ability to control the activation of  
19 number portability for the telephone number on the date agreed to with the  
20 customer. According to national standards, BellSouth should preset AIN triggers  
21 for all ported numbers in the donor switch on the day before the porting is to  
22 occur. In some circumstances, translations must be manually set on the day the

1 number is ported for some types of telephone numbers such as Direct Inward Dial.  
2 If BellSouth does not properly set the triggers or fails to do the manual  
3 translations on or before the due date, the CLEC customer will lose some or all of  
4 its ability to receive incoming calls.

5 **Q. WHY IS NUMBER PORTABILITY IMPORTANT?**

6 A. Number portability is the ability of users of telecommunications services “to  
7 retain, at the same location, existing telecommunications numbers **without**  
8 **impairment of quality, reliability, or convenience** when switching from one  
9 telecommunications carrier to another.”<sup>25</sup> In its initial order on number  
10 portability, the FCC noted that number portability is essential to meaningful  
11 competition in the provision of local exchange services and affirmed that number  
12 portability provides consumers flexibility in the way they use their  
13 telecommunications services and promotes the development of competition  
14 among alternative providers of telephone and other telecommunications services.<sup>26</sup>  
15 The FCC has also recognized that:

16 a lack of number portability likely would deter entry by  
17 competitive providers of local service because of the value  
18 customers place on retaining their telephone numbers.  
19 Business customers, in particular, may be reluctant to incur  
20 the administrative, marketing, and goodwill costs  
21 associated with changing telephone numbers. As indicated  
22 above, several studies show that customers are reluctant to  
23 switch carriers if they are required to change telephone  
24 numbers. To the extent that customers are reluctant to

---

<sup>25</sup> 47 U.S.C. § 153(30) (emphasis added).

<sup>26</sup> *First Number Portability Order* ¶ 28.

1 change service providers due to the absence of number  
2 portability, demand for services provided by new entrants  
3 will be depressed. This could well discourage entry by new  
4 service providers and thereby frustrate the pro-competitive  
5 goals of the 1996 Act.<sup>27</sup>

6 **Q. IN AT&T'S EXPERIENCE, DOES BELLSOUTH PROVIDE NUMBER**  
7 **PORTABILITY "WITHOUT IMPAIRMENT IN QUALITY,**  
8 **RELIABILITY, OR CONVENIENCE," AS THE ACT AND THE FCC**  
9 **REQUIRE?**

10 **A.** No. AT&T's customers have experienced numerous and persistent problems with  
11 BellSouth's implementation of number portability, including:

- 12 ○ Loss of inbound service (caused by failure to do translations or set  
13 triggers);
- 14 ○ Reassignment of telephone numbers;
- 15 ○ Duplicate billing by BellSouth;
- 16 ○ Problems with partial ports of service;
- 17 ○ Loss of customer name information when calling BellSouth  
18 customers; and
- 19 ○ Inability to transfer customer immediately back to BellSouth, if  
20 necessary.

21 AT&T Broadband's witness John Coleman outlines on pp. 10-18 of his testimony  
22 filed in this docket several similar problems that AT&T Broadband has

---

<sup>27</sup> *Id.* ¶ 31 (citations omitted).

1 experienced, including customers experiencing “dead air”, double billing,  
2 problems with number re-assignment, the inability to receive calls, and delays in  
3 installing service.

4 In addition, BellSouth’s self-reported results for number portability do not meet  
5 benchmarks for several of the reported metrics.

6 **Q. DESCRIBE THE PROBLEM AT&T CUSTOMERS HAVE WITH LOSS**  
7 **OF INBOUND CALLING CAPABILITIES.**

8 A. BellSouth has a process problem that causes some AT&T customers to lose the  
9 ability to receive calls from BellSouth customers. The problem occurs frequently  
10 when a business customer with a Private Branch Exchange (“PBX”) has Direct  
11 Inward Dial (“DID”) trunks to the PBX. When this type of customer has its  
12 numbers ported from BellSouth to AT&T or another CLEC, the customer often  
13 loses the ability to receive inbound calls from BellSouth customers that are still  
14 on the BellSouth donor switch.

15 **Q. HAS AT&T TAKEN ANY STEPS TO ADDRESS THIS PROBLEM?**

16 A. This has been a chronic problem for AT&T and its customers when they are  
17 ported from BellSouth. AT&T addressed this problem with BellSouth several  
18 times in 2000. The problem has been so pervasive and has such an impact on the  
19 customers that when porting business customers AT&T has established special  
20 procedures to call BellSouth and remind them to do the translation work in their  
21 switches on the due date. This manual work-around has reduced the incidence of

1 the problem, but it places a disparate burden on AT&T's resources. Exhibit DCB-  
2 8 provides examples of AT&T's struggles with this problem over the past year.

3 **Q. WHAT IS THE SOURCE OF THE PROBLEM?**

4 A. The most common source of the problem is that in situations where the switch  
5 cannot implement an automatic trigger, BellSouth fails to perform translation  
6 work on its switch at the time the number is ported, so the switch is not  
7 programmed to consult the number portability database to determine where to  
8 route the number.

9 **Q. WHAT HAPPENS WHEN BELLSOUTH FAILS TO PERFORM THE**  
10 **APPROPRIATE TRANSLATION WORK?**

11 A. Without the appropriate translation, the switch tries to route calls to the AT&T  
12 customer within the switch and determines that the circuits to the PBX have been  
13 disconnected. When this happens, either the number will ring as if no one were  
14 answering the phone, or the person trying to call the AT&T customer will receive  
15 a message from the BellSouth switch that the number has been disconnected.

16 **Q. IS THE CUSTOMER COMPLETELY WITHOUT SERVICE?**

17 A. No. In fact, this problem is sometimes not detected immediately because the  
18 customer can make outgoing calls and can receive incoming calls that are routed  
19 through switches other than the donor switch.

1 **Q. HOW DO AT&T'S CUSTOMERS REACT TO THE LOSS OF INBOUND**  
2 **CALLING?**

3 A. AT&T has found that this problem is especially common when porting business  
4 customers. When new AT&T business customers discover they are unable to  
5 receive calls from certain callers, and that the callers are being told their number  
6 has been disconnected or rings unanswered, they become understandably upset.  
7 They think that AT&T has caused the problem. Some threaten to move their  
8 service back to BellSouth.

9 **Q. DO BELLSOUTH CUSTOMERS EXPERIENCE THIS PROBLEM?**

10 A. This problem arises when a customer changes local service providers from  
11 BellSouth to a CLEC and ports its number. BellSouth customers do not have  
12 porting problems when they stay with BellSouth. This type of problem creates a  
13 barrier that prevents CLECs from attracting and keeping customers.

14 **Q. WHAT IS THE IMPACT ON NEW CLEC CUSTOMERS OF THE**  
15 **FAILURE TO RECEIVE CERTAIN INBOUND CALLS?**

16 A. BellSouth's failure to perform all of the necessary functions associated with  
17 porting on or before the due date causes new CLEC local service customers to  
18 receive unreliable local service and to be inconvenienced and potentially  
19 endangered by the failure to receive certain calls. Emergency services, such as  
20 police, fire and medical, would most likely not be able to call the new AT&T  
21 customer until this problem is fixed. Businesses cannot receive calls from their  
22 customers and clients. For example, a psychiatrist's office would not receive calls  
23 from some of its clients, potentially causing a dangerous situation. This most

1 severely impacts small businesses that serve a neighborhood or small local area,  
2 like a florist, a pizza shop, or a pharmacy.

3 **Q. HOW HAS NUMBER ASSIGNMENT IN LOCAL SWITCHES**  
4 **TRADITIONALLY BEEN DONE?**

5 A. Historically, blocks of 10,000 numbers have been assigned to local switches. A  
6 ten thousand block represents a complete NXX prefix in the North American  
7 Numbering Plan (NPA-NXX-XXXX). New CLEC switches are assigned new  
8 NXX prefixes and the CLEC is free to give phone numbers within the prefix to its  
9 customers. However, approximately 80% of the customers migrating to a CLEC  
10 choose to keep their old BellSouth number. These customers are able to do so  
11 because incumbent LECs are required to provide number portability. When a  
12 CLEC customer's number is ported, that number continues to be assigned to that  
13 customer. It should not be reassigned to someone else.

14 **Q. DESCRIBE THE PROBLEM AT&T'S CUSTOMERS ARE**  
15 **EXPERIENCING WITH REASSIGNMENT OF THEIR TELEPHONE**  
16 **NUMBERS.**

17 A. BellSouth has a chronic number reassignment problem. When a telephone  
18 number is ported to AT&T or another CLEC, the number belongs to the CLEC  
19 customer. Sometimes, however, BellSouth erroneously reassigns the number to a  
20 new BellSouth line.

21 **Q. WHAT HAPPENS WHEN BELL SOUTH REASSIGNS A NUMBER**  
22 **BELONGING TO AN AT&T CUSTOMER?**

23 A. When this happens, the AT&T customer receives calls from people who are  
24 attempting to call the new BellSouth customer. This causes confusion and

1 inconvenience for the AT&T customer as well as the new BellSouth customer.  
2 Exhibit DCB-8 outlines number reassignment problems that have affected several  
3 of AT&T's customers.

4 **Q. DOES THE NUMBER REASSIGNMENT OCCUR SOON AFTER THE**  
5 **CUSTOMER'S TRANSITION TO BELLSOUTH?**

6 A. No. This number reassignment problem can surface more than a year after the  
7 number was ported. BellSouth's normal procedure when a customer discontinues  
8 service is to place the number in a pool of numbers to be "aged" for one year  
9 before it can be assigned to a new line. When BellSouth erroneously places a  
10 CLEC customer's number in this pool, it postpones the manifestation of the  
11 problem. The problem is like a time bomb waiting to explode and disrupt the  
12 CLEC customer's business or residential telephone use. When the problem  
13 occurs, customers blame it on their local service provider, the CLEC, even though  
14 it is BellSouth's error.

15 **Q. DO BELLSOUTH CUSTOMERS EXPERIENCE NUMBER**  
16 **REASSIGNMENT?**

17 A. Erroneous number reassignment is very rare among BellSouth customers; it is  
18 much more common among CLEC customers with ported numbers.

19 **Q. HOW HAS AT&T ATTEMPTED TO REDUCE THE INCIDENCE OF**  
20 **ERRONEOUS NUMBER REASSIGNMENT?**

21 A. There is no action that AT&T can take to reduce the incidence of number  
22 reassignment, short of never porting a number from BellSouth.



1 **Q. CAN YOU EXPLAIN THE PROBLEMS AT&T CUSTOMERS HAVE**  
2 **REGARDING DUPLICATE BILLING?**

3 A. Some AT&T customers continue to receive bills from BellSouth after they have  
4 switched local service providers from BellSouth to AT&T and ported their  
5 number. Exhibit DCB-9 contains examples of customer complaints for double  
6 billing. In a number of instances, BellSouth continued to bill the customer for  
7 months after the customer moved to AT&T. BellSouth compounds the problem  
8 when the AT&T customer calls BellSouth to complain about the erroneous bill,  
9 because BellSouth informs the customer that he is not a BellSouth customer and  
10 advises him to call AT&T. When the customer contacts AT&T, however, AT&T  
11 is unable to solve the problem, because it is BellSouth's problem. In most cases,  
12 it takes the combined efforts of the customer and an AT&T customer  
13 representative to convince BellSouth to discontinue billing.

14 **Q. HOW DOES THE DUPLICATE BILLING PROBLEM RELATE TO**  
15 **NUMBER PORTABILITY?**

16 A. When AT&T sends an order to port a customer's telephone number, the process  
17 that BellSouth engages should stop all billing associated with the telephone  
18 number. The order for number portability not only sets up a change in routing, it  
19 also initiates a process that should disconnect BellSouth service from the  
20 customer's line, stop BellSouth billing, and change maintenance and repair  
21 responsibility. AT&T is the new service provider for that telephone number and  
22 will be billing the customer for the service. Accordingly, any billing associated  
23 with the service from BellSouth is in error. Even though this is a problem created

1 by BellSouth, the customer calls AT&T to help fix the problem and some blame  
2 is associated with AT&T for the problem.

3 **Q. WHAT IS A PARTIAL PORT?**

4 A. A partial port occurs when a customer chooses to migrate some, but not all, of its  
5 lines to a CLEC. In that case, BellSouth ports only part of the customer's service.  
6 For example, a business customer with ten lines might decide to have AT&T  
7 serve five of them.

8 **Q. WHAT PROBLEMS DOES BELLSOUTH HAVE WITH PARTIAL**  
9 **PORTS?**

10 A. BellSouth has had difficulty porting a subset of a customer's numbers. This is  
11 especially true if the main number, which BellSouth has used for billing, is ported  
12 to a CLEC. BellSouth does not seem to be able to efficiently change the billing  
13 telephone number for the customer. This can cause problems with the customer's  
14 service on lines that stay with BellSouth. For example, if the customer wants to  
15 change features or call in a trouble, BellSouth may not be able to handle the call.  
16 This deficit in BellSouth's processes causes difficulty when the customer wants to  
17 modify service to the lines that stay with BellSouth.

18 **Q. DOES THIS 'PARTIAL PORTING' PROBLEM AFFECT CUSTOMERS**  
19 **WHO STAY WITH BELLSOUTH FOR THEIR LOCAL SERVICE?**

20 A. No. Once again, this problem only affects customers who have chosen to try out  
21 service with a CLEC by allowing that CLEC to provide some of their local  
22 service. When the customer experiences problems in this "try out" situation, the  
23 customer may determine that it is too risky to proceed with allowing the CLEC to

1           become the customer's sole local services provider. The risk of suffering  
2           complications with existing telephone service erects yet another barrier preventing  
3           customers from leaving the incumbent local service provider and inhibiting  
4           competition.

5   **Q.    EXPLAIN WHAT YOU MEAN BY THE PHRASE "CALLING PARTY**  
6   **INFORMATION."**

7   A.    An important feature for some customers is the ability to have their name appear  
8           on the caller identification boxes of recipients of their calls. This information  
9           identifies the calling party. For example, a department store that contacts a  
10          shopper wants the shopper to be able to identify the store as the caller. When that  
11          department store changes local service providers from BellSouth to AT&T, the  
12          department store should be able to keep the same telephone number and keep the  
13          calling party information feature.

14   **Q.    DOES BELLSOUTH'S SIGNALING SYSTEM 7 NETWORK PROVIDE**  
15   **FOR CALLING PARTY IDENTIFICATION?**

16   A.    No. The ability to be identified on a call recipient's caller identification box  
17          depends upon the presence of ten-digit Global Title Translation ("GTT")  
18          capabilities in the network carrying the call. BellSouth failed to implement ten-  
19          digit GTT in the Signaling Transfer Points ("STP"s) in its Signaling System 7  
20          ("SS7") network. Instead, BellSouth provided for only six-digit GTT, which can  
21          identify the state or city where the call originated, but not the identity of the caller.  
22          This is not a problem for customers whose local service is provided by BellSouth.  
23          BellSouth dips their own Calling Name database and identifies the calling party.

1           However, when the customer changes his service to a CLEC and that CLEC does  
2           not subscribe to BellSouth's Calling Name Database ("CNAM") service,  
3           BellSouth, because it only dials six digits, can identify neither the calling party's  
4           name nor his local service provider.

5   **Q.   WHAT IMPACT DOES BELLSOUTH'S FAILURE TO IMPLEMENT**  
6   **TEN-DIGIT GTT HAVE ON AT&T CUSTOMERS?**

7   A.   If a CLEC subscribes to a database other than BellSouth's, that CLEC's  
8       customers who port their numbers from BellSouth lose the ability to be identified  
9       to call recipients who are BellSouth customers. If the department store that chose  
10      AT&T as its local service provider telephones a customer or potential customer  
11      who receives local service from BellSouth, the department store cannot be  
12      identified on the call recipient's caller identification display.

13 **Q.   HOW DO CUSTOMERS REACT TO THE LOSS OF CALLING PARTY**  
14 **INFORMATION?**

15 A.   AT&T has had complaints from customers throughout the BellSouth region  
16      regarding this issue, and some customers have threatened to leave AT&T if the  
17      problem was not fixed.

18 **Q.   HOW DID BELLSOUTH RESPOND WHEN AT&T REQUESTED A FIX?**

19 A.   When AT&T requested a fix, BellSouth offered an interim semi-automated  
20      solution or a manual solution that would have required both companies to resort to  
21      manual processes for each new customer AT&T added. The interim semi-  
22      automated solution would have cost AT&T over \$350,000 to implement, only to  
23      throw it away when BellSouth fixes the real problem. The semi-automated

1 solution was not acceptable to AT&T at all, and the manual solution was not  
2 acceptable except as a short term, interim solution. AT&T was forced to seek  
3 assistance from a regulatory body to order BellSouth to promptly devise a  
4 permanent solution. AT&T filed a complaint with the Tennessee Regulatory  
5 Authority that led to a hearing on the issue.

6 **Q. WHAT RELIEF DID THE TENNESSEE REGULATORY AUTHORITY**  
7 **PROVIDE TO AT&T?**

8 A. The Hearing Officer in the case found the following:

9 In conclusion, the Hearing Officer finds that: (1) the  
10 number portability requirements found in the Telecom Act  
11 and FCC rules as well as state statutes prohibiting anti-  
12 competitive practices require BellSouth, as well as all other  
13 local exchange carriers, to provide the network functions  
14 necessary to deliver the caller's name to its subscribers  
15 regardless of the caller's choice of carrier, and; (2) neither  
16 six-digit GTT nor the interim solution of loading CLEC  
17 numbers in BellSouth's CNAM database sufficiently  
18 satisfy these number portability obligations, and; (3)  
19 applicable number portability obligations do not mandate  
20 the deployment of a specific technology such as ten-digit  
21 GTT. For these reasons, BellSouth is ordered to make the  
22 necessary network modifications to allow the calling  
23 party's name to be delivered on all calls regardless of the  
24 caller's local service provider. Such modifications shall be  
25 in place no later than April 6, 2001.<sup>28</sup>

26 The Hearing Officer concluded: "As detailed in this order, BellSouth clearly does  
27 not comply with the legal mandates for providing number portability."<sup>29</sup>

---

<sup>28</sup> Initial Order of Hearing Officer, Before the Tennessee Regulatory Authority, Docket No. 00-00971, pp. 14-15.

<sup>29</sup> *Id.*

1 **Q. HAS THE FIX BEEN IMPLEMENTED IN KENTUCKY?**

2 A. No. BellSouth has indicated the fix will be implemented in November 2001, but  
3 until then AT&T and its customers will suffer adverse consequences.

4 **Q. UNTIL THE FIX IS IMPLEMENTED, IS AT&T AT A COMPETITIVE**  
5 **DISADVANTAGE?**

6 A. Absolutely. Before AT&T can use the interim solution, it would have to ask the  
7 potential customer if he wanted to continue having people that receive calls from  
8 him to be able to see his name displayed with caller ID. This would alert the  
9 customer that something is wrong with AT&T's service since his name should  
10 always be displayed with caller ID. The permanent solution should fix this  
11 problem by making the feature work as it does for BellSouth customers.

12 **Q. WHAT DOES THE PHRASE "SNAP BACK" MEAN?**

13 A. When a customer changes local service providers from BellSouth to a CLEC and  
14 then immediately changes back to BellSouth, the rapid reversion to BellSouth-  
15 provided service is known as a snap back. BellSouth reacquires the customer's  
16 number and provides service.

17 **Q. WHAT CAUSES SNAP BACKS?**

18 A. Snap backs generally occur because a customer changes his mind about switching  
19 to the CLEC. Snap backs are much more prevalent among residential, rather than  
20 business, customers. A less common reason for a snap back is an AT&T facility  
21 problem that prevents provision of service to the customer in question, resulting in  
22 the need to return the customer to BellSouth service.

1 **Q. DOES BELLSOUTH HAVE A PROCEDURE FOR PERFORMING SNAP**  
2 **BACKS?**

3 A. No.

4 **Q. DO OTHER ILECS LACK A SNAP BACK PROCEDURE?**

5 A. No. BellSouth is the only ILEC without a snap back procedure.

6 **Q. WHAT IS THE IMPACT ON KENTUCKY CUSTOMERS OF**  
7 **BELLSOUTH'S FAILURE TO IMPLEMENT A SNAP BACK PROCESS?**

8 A. An efficient snap back process is often necessary to assure continuity of service.

9 BellSouth's failure to provide reliable snap back causes customers in Kentucky  
10 and other BellSouth states to risk loss of service in instances where the CLEC has  
11 facility problems. Moreover, when a customer makes the choice to return to  
12 BellSouth and is told it cannot do so immediately, the customer's needs are  
13 frustrated. Customers understandably blame the CLEC.

14 **Q. WHAT IS THE IMPACT ON CLECS OF BELLSOUTH'S FAILURE TO**  
15 **IMPLEMENT A SNAP BACK PROCESS?**

16 A. BellSouth's process failure impairs CLEC efforts to compete. Customers come to  
17 know that when they switch to a CLEC it is all or nothing. If something goes  
18 wrong they cannot immediately go back to BellSouth and may lose telephone  
19 service. BellSouth's lack of a good process for snap back is anti-competitive.

20 **Q. DOES BELLSOUTH PROVIDE MEASURES OF ITS PERFORMANCE?**

21 A. Yes. BellSouth measures and tracks its performance across a number of  
22 categories for ordering, provisioning, repair, and other services for which CLECs

1 depend on BellSouth. For number portability, the following measures are  
2 important:

- 3 o LNP-Reject Interval.
- 4 o LNP-Firm Order Confirmation Timeliness.
- 5 o LNP-Percent Missed Installation Appointments.
- 6 o LNP-Average Disconnect Timeliness Interval.

7 **Q. IS THE DATA BELLSOUTH REPORTS RELIABLE?**

8 A. No. BellSouth's data integrity and reporting problems are discussed more fully in  
9 the testimony of Mr. Bradbury, Ms. Bursh and Ms. Norris.

10 **Q. WHAT DOES BELLSOUTH'S DATA SHOW?**

11 A. Even given the limitations of BellSouth's data, BellSouth is still missing the  
12 required benchmarks established by the Georgia Public Service Commission. The  
13 following examples demonstrate BellSouth's inability to establish that it provides  
14 high quality, reliable, convenient number portability as required by the FCC and  
15 the Act: LNP-Reject Interval (O-14), LNP-Missed Installation Appointments (P-  
16 12), and LNP-Average Disconnect Timeliness Interval (P-13).

17 **Q. PLEASE DESCRIBE THE LNP-REJECT INTERVAL.**

18 A. The LNP-Reject Interval is the time BellSouth takes to respond to a CLEC order  
19 for LNP where the order has mistakes or problems such that the order cannot be  
20 accepted. The LNP-Reject Interval is measured for both fully mechanized



1 (handled by OSS entirely) and partially mechanized (entered by machine and  
2 finished manually) orders.

3 **Q. WHAT IS THE BENCHMARK FOR THE LNP-REJECT INTERVAL?**

4 A. As of May 1, 2001, the benchmark for the reject interval of partially mechanized  
5 orders is 85% within eighteen hours.

6 **Q. PLEASE DESCRIBE THE LNP-MISSED INSTALLATION  
7 APPOINTMENTS METRIC.**

8 A. The LNP-Missed Installation Appointments metric is supposed to measure the  
9 percent of time that BellSouth does not provision LNP on time.

10 **Q. DOES THE DATA BELLSOUTH PROVIDES GIVE A COMPLETE  
11 PICTURE OF THE IMPACT OF LATE PROVISIONING FOR LNP?**

12 A. No. While BellSouth provides data that seems to indicate it is meeting  
13 benchmarks for the installation of LNP region-wide, the data that BellSouth is  
14 providing does not reflect what is actually happening to AT&T's customers.  
15 Moreover, the limited volume of activity in Kentucky reveals that BellSouth is  
16 only meeting the required interval half of the time for AT&T and its customers.

17 **Q. DOES THE DATA BELLSOUTH PROVIDES REFLECT THE TRUE  
18 EXPERIENCE OF THE NEW AT&T CUSTOMER?**

19 A. No. For example, when the CLEC pays BellSouth the additional charge for a  
20 date- and time-specific hot cut and informs the customer of the scheduled date and  
21 time returned on the FOC, the customer expects the cutover to take place as  
22 AT&T indicated. If BellSouth misses the time but still performs the cutover on  
23 the scheduled date, the customer nonetheless experiences a miss, because the

1 schedule is different from what AT&T promised. For the purposes of its  
2 performance reporting, however, BellSouth does not recognize this situation as a  
3 miss.

4 Given all of the problems that AT&T customers are experiencing, described  
5 above, it is highly likely that BellSouth is missing a significant number of  
6 installation appointments. The reality of this performance, however, is not  
7 properly reflected in BellSouth's reporting.

8 **Q. WHAT IS THE IMPACT OF BELL SOUTH'S FAILURE TO MEET THE**  
9 **BENCHMARK FOR MISSED INSTALLATIONS?**

10 A. This performance measure is very important, because when an installation  
11 appointment is missed, the customer does not receive service at the scheduled  
12 time, a result that bears directly on the reliability and convenience of the LNP  
13 service BellSouth provides. Further, when installations are missed, there is  
14 considerable risk that the customer may actually encounter the service problems  
15 described above.

16 **Q. PLEASE DESCRIBE THE LNP-AVERAGE DISCONNECT TIMELINESS**  
17 **INTERVAL.**

18 A. The LNP-Average Disconnect Timeliness Interval measures the time BellSouth  
19 takes to disconnect its service after a customer has been ported to AT&T.

20 **Q. WHAT IS THE BENCHMARK FOR THE LNP-AVERAGE DISCONNECT**  
21 **TIMELINESS INTERVAL?**

22 A. The current benchmark for disconnect is fifteen minutes.

1 **Q. WHAT WERE BELLSOUTH'S SELF-REPORTED RESULTS?**

2 A. For AT&T's Local Network Service and AT&T Digital Link in the BellSouth  
3 region, BellSouth missed the benchmark 99% of the time in May 2001. This  
4 breakdown in performance indicates a serious process problem and is  
5 unacceptable. For CLECs as a whole in Kentucky, BellSouth is missing the  
6 benchmark 98.02% of the time. The average interval in Kentucky for May was  
7 over thirteen hours, far longer than the benchmark. An average of thirteen hours  
8 implies that some disconnects are taking far longer.

9 **Q. WHAT IS THE IMPACT OF BELLSOUTH'S FAILURE TO MEET THE**  
10 **BENCHMARK FOR NEARLY 100% OF DISCONNECTS IN MAY 2001?**

11 A. If a disconnect is delayed too long, the CLEC customer experiences problems  
12 associated with the ambiguity of two apparent service providers, including  
13 duplicate billing and inability to obtain resolution of trouble reports. These types  
14 of inconveniences and disruptions should not be associated with choosing a CLEC  
15 for local telephone service. In addition, timely disconnect can solve the problem  
16 of loss of inbound service that was described earlier.

17 **Q. PLEASE SUMMARIZE YOUR CONCLUSIONS REGARDING**  
18 **BELLSOUTH'S COMPLIANCE WITH ITS 271 OBLIGATIONS FOR**  
19 **HOT CUTS AND FOR OVERALL NUMBER PORTABILITY**

20 A. While BellSouth claims that it is in compliance with its obligations under Section  
21 271, the evidence reveals that BellSouth fails to meet the basic requirements for  
22 hot cuts and LNP. AT&T's experiences and commercial usage of BellSouth's hot  
23 cuts and number portability offerings demonstrates that BellSouth has not fully

1 implemented checklist items 2, 4 and 11 in a nondiscriminatory manner that  
2 complies with the law. BellSouth has not met its burden to establish compliance  
3 with these checklist items and therefore it cannot be permitted to provide  
4 interLATA services under Section 271.

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

6 **A. Yes.**

Exhibit DCB-1  
June 29, 2001 letter from Seigler of AT&T to Flint of BellSouth



**Bernadette M. Seigler**  
District Manager  
OSS Interconnection SR  
WR/SR LSAM

Room 12136 12th Floor  
1200 Peachtree Street PROM I  
Atlanta, GA 30309  
404 810-8956  
FAX 404 810-8605  
PAGER 888 858-7243 PIN 125159  
bseigler@ems.att.com

June 29, 2001

Jan Flint  
BellSouth Telecommunications  
1960 West Exchange Place  
Suite 200  
Tucker, Georgia 30084

RE: June 12, 2001, AT&T/BellSouth Executive Meeting

Dear Jan:

The purpose of this letter is to document the discussion between AT&T and BellSouth at our monthly Executive Meeting on June 12, 2001.

At the meeting, BellSouth, represented by Jan Flint and Bob Bickerstaff alone as Jan Burriss was on vacation, committed to provide the following:

1. A written process for requesting Billing Account Numbers (BANs). This process should provide sufficient detail to understand both BellSouth's and AT&T's responsibilities, as well as the expected time frames for delivery of the BAN to AT&T.
2. A detailed explanation of the OLNS "enhancement" or fix that BellSouth will deliver on June 22, 2001 along with an outline as to what AT&T's customers should hear once BellSouth removes the current prompts which reference BellSouth. AT&T requested this information prior to the June 22nd BellSouth fix. On June 25, 2001 AT&T received a fax letter that listed what BellSouth provided with the June 22nd fix to OS & DA via OLNS for AT&T OCN 8392.
3. When the Account Team receives calls from AT&T Local Work Center personnel, BellSouth will redirect the caller back to LSAM as was requested by BellSouth and agreed to by AT&T.



**Bernadette M. Selgier**  
District Manager  
OSS Interconnection SR  
WR/SR LSAM

Room 12136 12th Floor  
1200 Peachtree Street PROM I  
Atlanta, GA 30309  
404 810-8956  
FAX 404 810-8605  
PAGER 888 858-7243 PIN 125159  
bseigler@ems.att.com

AT&T committed to the following:

1. A planning session will be scheduled to include AT&T Local Service and BellSouth SMEs to understand AT&T's plans and timeline for an UNE-P entry in North Carolina.
2. A planning session will be scheduled and/or information provided to discuss the North Point collocation acquisition.
3. Investigation into BellSouth's statements that other AT&T suppliers are not counting failures correctly.
4. Reminding all AT&T Local Work Center personnel to call LSAM for Local support, not the BellSouth Account team, as was requested by the BellSouth Account Team.

Also at this meeting AT&T's BellSouth Account Team informed AT&T that it is unable to respond to AT&T on local service issues that have been filed in any regulatory forum. Furthermore it was stated that the Account Team will listen to AT&T's concerns and take issues back to the appropriate persons within BellSouth, but cannot respond nor address our issues or concerns. The response from BellSouth to those issues or concerns brought to the attention of the Account Team would be provided to AT&T via the regulatory forum in which they were filed. Bob further explained that AT&T has two options: to bring the issues to the account team or bring the issues in the regulatory arena. As you stated, "It's your choice." Why the change in policy?

During the meeting, AT&T expressed its concern regarding this position. AT&T is concerned that BellSouth's policy removes the potential of solving local service issues in a timely business-to-business fashion. Additionally, this policy is likely to lead to more regulatory dockets and lengthens an already painfully slow process.

BellSouth further explained that any written responses sent to AT&T from the BellSouth Account Team, even operational or customer-affecting local service issues, must go through the BellSouth Legal External Review Team (ERT). We discussed, and you acknowledged, that this review will delay any responses sent to AT&T. Bob committed to work on improving the timeliness of the Account Team's turn-around on written responses to AT&T.



**Bernadette M. Seigler**  
District Manager  
OSS Interconnection SR  
WR/SR LSAM

Room 12136 12th Floor  
1200 Peachtree Street PROM I  
Atlanta, GA 30309  
404 810-8956  
FAX 404 810-8605  
PAGER 888 858-7243 PIN 125159  
bseigler@ems.att.com

We would like to see our joint ability to quickly address and resolve problems evolve and mature into a process that works well and quickly – more like we are able to accomplish most of the time in the access environment. AT&T is respectfully requesting that BellSouth change its position, so that our companies can work together in a more productive fashion that will benefit our customers.

Sincerely,

A handwritten signature in cursive script that reads "Bernadette Seigler".

Bernadette Seigler

Cc: D. Berger – AT&T  
B. Bickerstaff – BellSouth  
J. Burriss – BellSouth  
P. Nelson – AT&T  
G. Terry – AT&T



Exhibit DCB-2  
Hot Cuts Video

Exhibit DCB-3  
Memorandum of Understanding, May 15, 2001



April 16, 2001

Leah Cooper, Esq.  
BellSouth Telecommunications, Inc.  
675 West Peachtree St.  
43<sup>rd</sup> Floor  
Atlanta, GA 30375

Re: Hot Cuts Language Implementation

Dear Leah:

As we discussed today in our negotiations meeting, it was AT&T's understanding that the Hot Cuts language for our interconnection agreement that was negotiated and finalized on January 31, 2001 is to go into effect as quickly as possible after that date. Your confirming call to me this afternoon indicates that BellSouth did not understand that the agreed upon process for Hot Cuts was to have been implemented immediately after the close of negotiations in January.

It's important to AT&T that the process be implemented by BellSouth as soon as possible. As a result, enclosed is a Memorandum of Understanding ("MOU") that outlines the terms and conditions for implementation of the Hot Cuts process. In addition to the terms and conditions for Hot Cuts, the MOU states the agreed upon hot cuts process is to be implemented in Mississippi as of the date your company signed our interconnection agreement that was recently filed with that state's public service commission and across the remaining eight of BellSouth's states as of May 15, 2001.

Thank you for your cooperation and assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill C. Deacock".

Bill C. Deacock

Director - Interconnection Agreements  
Local Services and Access Management

Cc: Michael Willis

April 16, 2001



**MEMORANDUM OF UNDERSTANDING**

This Agreement, which shall become effective as of the 15th day of May, 2001, is entered into by and between AT&T Communications of the Southern States, Inc. ("AT&T"), a New York corporation, and Teleport Communications Group ("TCG") (individually and collectively "AT&T") having an office at 1200 Peachtree Street, Atlanta, Georgia 30309, and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375, on behalf of itself and its Affiliates.

**The parties agree to implement the attached contract language regarding ordering and provisioning cutovers ("Hot Cuts") on the following terms:**

**1. Introduction**

- 1.1 This Agreement between BellSouth and AT&T (individually, a "Party" and collectively, the "Parties") sets forth the terms, conditions and prices under which BellSouth agrees to provide to AT&T certain coordinated cutovers. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Network Elements, Combinations or services provided pursuant to this Agreement may be connected to other Network Elements, Combinations or services provided by BellSouth or to any Network Elements, Combinations or services provided by AT&T itself or by any other Telecommunications Carrier. BellSouth will not discontinue any Interconnection, Network Element, Combination or service provided hereunder without the prior written agreement of AT&T.

**2. Interpretation and Construction**

- 2.1 For purposes of this Agreement, certain terms have been defined in the body of the Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word.
- 2.2 The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require,

any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation" throughout this Agreement. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.

- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, AT&T or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

### 3. Effective Date

This Agreement becomes effective on May 15, 2001 as agreed to by the parties for BellSouth's entire nine (9) state region that includes Louisiana, Mississippi, Alabama, Florida, North Carolina, South Carolina, Tennessee, Georgia, and Kentucky.

### 4. Term of the Agreement

- 4.1 This Agreement shall remain in effect until such time as the Parties execute a new agreement upon an effective order by the respective Public Service Commission resolving the disputes at issue in the pending arbitration proceedings.
- 4.2 This Agreement shall terminate on the Effective Date of a new Agreement between the Parties.

### 5. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the

proper implementation of this Agreement, either Party may petition the respective Public Service Commission ("PSC") for a resolution of the dispute; provided, however, that to the extent any issue disputed hereunder involves issues beyond the scope of authority or jurisdiction of the PSC, the parties may seek initial resolution of such dispute in another appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the PSC concerning this Agreement. The Parties' agreement to refer all disputes to the PSC does not waive any position it may have pending in Arbitration.

6. Change of Law

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of AT&T or BellSouth to perform any material terms of this Agreement, AT&T or BellSouth may, on ninety (90) days' written notice (delivered not later than ninety (90) days following the date on which such action has become legally binding and has otherwise become final) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute shall follow the dispute resolution procedures set forth in Section 16 of the General Terms and Conditions of this Agreement.

7. Amendments or Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition. By entering into this Agreement, neither Party waives any rights granted to them pursuant to the Act.

8. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

1.1 PROVISIONING AND COORDINATED CUTOVERS

1.1.1 Section \_\_\_ contains the initial coordination procedures that the Parties agree to follow when AT&T orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which AT&T will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section \_\_\_\_\_ below.

1.1.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

1.1.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T utilizing a SL2 local loop (as that term is defined in Section 1.1.2.3 below) provided by BellSouth to AT&T with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

1.1.1.3 AT&T shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).

1.1.2 Ordering

1.1.2.1 AT&T shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. AT&T may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. AT&T shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 1.1.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by AT&T to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 1.1.2.3 below and at the particular time specified on

the FOC, referred to in this Section as the "Frame Due Time." AT&T shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. AT&T will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 1.1.2.2 below.

- 1.1.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, AT&T shall rely on the time requested on the LSR.
- 1.1.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:
  - 1.1.2.2.1 Monday ~ Friday: 8:00 a.m. - 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
  - 1.1.2.2.2 Saturday: 8:00 a.m. - 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
  - 1.1.2.2.3 The above hours are defined as the time of day where the work is being performed.
  - 1.1.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing AT&T support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
  - 1.1.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T may work shifts outside of BellSouth's regular working hours as defined in Section 1.1.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T, BellSouth will not assess AT&T additional charges beyond the rates and charges specified in this Agreement.
  - 1.1.2.2.6 AT&T will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, AT&T will pay overtime charges subject to the provisions of Section ~~3.8.2.2.5~~ 1.1.2.2.6 above, where AT&T requests a time specific conversion which based on the completion intervals outlined in



Section ~~1.1.2.1~~ requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section ~~1.1.2.1~~ above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.

- 1.1.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by AT&T for the current view of the LSR.
- 1.1.2.2.8 BellSouth shall provide AT&T real-time, electronic access to its LFACS system in the pre-ordering phase to allow AT&T (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its connecting facility assignments (CFA) prior to the issuance of an LSR. Implementation of such shall be determined by the Change Control Process Guidelines outlined in Attachment 7, Exhibit A, incorporated herein by this reference. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.
- 1.1.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section ~~1.1.2.2.8~~ above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section ~~1.1.2.2.8~~ above. Upon facility assignment validation by AT&T and upon receipt of AT&T's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a connecting facility assignment ("CFA") assigned on an AT&T LSR is in conflict with BellSouth records.
- 1.1.2.2.10 Both parties agree that post FOC clarifications should not occur, provided AT&T checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section ~~1.1.2.2.8~~ above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and AT&T will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism ~~outlined in Section \_\_\_\_\_ below.~~
- 1.1.2.2.11 BellSouth and AT&T will work cooperatively to ensure data base integrity is achieved between AT&T and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) AT&T ensuring that its processes support data base integrity, e.g., timely issuance of disconnects,

proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow AT&T to identify and synchronize such data base; and (2) BellSouth will ensure that it processes AT&T requests for cancellation of local service requests in a time frame that allows AT&T to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to AT&T in accordance with Section 1.1.2.2.7 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spread sheet. Once access to LFACS is provided to AT&T, in accordance with Section 1.1.2.2.7 above, AT&T agrees to submit individual LSRs to correct data base discrepancies and will discontinue using the spread sheet method unless the parties mutually agree otherwise.

- 1.1.2.2.12 BellSouth will provide AT&T with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and AT&T will work jointly to identify and resolve any discrepancies between BellSouth and AT&T databases containing the CFA assignments.
- 1.1.2.3 Firm Order Commitment ("FOC")
  - 1.1.2.3.1 Pursuant to Section 1.1.2.1 above, for purposes of this Section, a "Firm Order Commitment" or "FOC" is a notification from BellSouth to AT&T that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.
  - 1.1.2.3.2 For the initial LSR, BellSouth should not provide AT&T with either a request for clarification or a reject message after BellSouth provides AT&T a FOC, except as outlined in Section 1.1.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
  - 1.1.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 1.1.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.
- 1.1.3 Provisioning
  - 1.1.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's

committed due date or OC-TS, as applicable, of providing service to AT&T.

- 1.1.3.1.1 Upon receipt of the FOC pursuant to Section 1.1.2.3.1, AT&T shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
- 1.1.3.1.2 Excluding facility shortages acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than 3 business days from the original requested date.
- 1.1.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) AT&T will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) AT&T will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and AT&T will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.
- 1.1.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to AT&T or AT&T's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 1.1.3.2 Upon receipt of the FOC, AT&T and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 1.1.3.2.1** In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to AT&T, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.
- 1.1.3.2.1.1 Pending Facilities Order ("PF") status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 1.1.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify AT&T as soon as the order is placed in PF status in accordance with Section 1.1.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide AT&T estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within 5 business days from the date the PF condition occurs.
- 1.1.3.2.2 AT&T shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to AT&T. In addition, an AT&T representative will answer and will respond within 5 minutes. Response as used in this section shall mean that the AT&T agent is ready to receive and record information provided by BellSouth.
- 1.1.3.2.3 In the event BellSouth does not find dial tone on the AT&T side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify AT&T. AT&T shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the AT&T technician finds no trouble on the AT&T side when testing, AT&T will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an AT&T technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved

properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that AT&T will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 1.1.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

1.1.3.2.4 Troubles referred to AT&T as referenced in Section 1.1.3.2.3 above will be repaired by the AT&T technician, if necessary. Unless AT&T notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. AT&T agrees that BellSouth may rely on the lack of such notification to mean that AT&T believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. AT&T shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, AT&T dial tone is not detected on the BellSouth collocation pair and AT&T and BellSouth agree that the problem is due to AT&T and cannot be resolved within 15 minutes, AT&T will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If AT&T is unable to correct the repair within 15 minutes, AT&T may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan ~~as described in Section~~ below will be applied.

1.1.3.3 AT&T will ensure that dial tone is delivered to the BellSouth collocation pair 48 hours prior to due date.

1.1.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by AT&T for OCTS or verify the due date for OC conversions 24-48 hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This telephone call at [24-48] notifying AT&T with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within 15 minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and

ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test 24 hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise AT&T that it will not. If BellSouth advises AT&T that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 1.1.3.1.3 above.

- 1.1.3.3.2 BellSouth will advise AT&T, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to AT&T as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by AT&T.
- 1.1.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 1.1.3.4 Due Date Activities
- 1.1.3.4.1 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify AT&T dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the AT&T collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify AT&T dial tone and ensure the correct number is delivered to the BellSouth cable pair.
- 1.1.3.5 Activities After Hot Cut
- 1.1.3.5.1 The UNEC will then advise AT&T via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 1.1.3.2.2 above, and allow AT&T to accept or reject the service. BellSouth shall work cooperatively with AT&T to correct any problems associated with the conversion of the service which might result in AT&T's rejection of the service.
- 1.1.3.5.2 If BellSouth fails to contact AT&T after the hot cut and in accordance with the Cut Complete Call stated in Sections 1.1.3.5.1 and 1.1.3.2.2 above (number stated in the "ImpCon" Field of the AT&T LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 1.1.3.1.3 above.
- 1.1.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 1.1.3.5.1 above has been made:

- 1.1.3.5.3.1 If the call is received by AT&T prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 p.m.;
- 1.1.3.5.3.2 If AT&T requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;
- 1.1.3.5.3.3 If the call is received by AT&T after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;
- 1.1.3.5.3.4 If BellSouth does not receive verbal acceptance by AT&T pursuant to the above conditions, BellSouth will deem the conversion accepted by AT&T.
- 1.1.3.5.4 BellSouth and AT&T reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism, ~~as set forth in Section \_\_\_\_\_ below.~~
- 1.1.3.6 Loop Cut-Over Timing
  - 1.1.3.6.1 BellSouth shall complete the loop cut-over step and notify AT&T of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.
  - 1.1.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.
  - 1.1.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than 30 will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
  - 1.1.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 1.1.3.6.1 above and notify AT&T of such completion in accordance with Section 1.1.3.2.1 above, AT&T may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

- 1.1.3.7 Completion Notice
- 1.1.3.7.1 BellSouth shall send AT&T completion notices when the LSRs are submitted electronically. If submitted manually, AT&T may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 1.1.4 New Loop Provisioning – “Loop Only”
  - 1.1.4.1 BellSouth will provision new loops at intervals outlined in the Products and Service Interval Guide.
  - 1.1.4.2 BellSouth will perform pre-service testing to ensure AT&T dial tone and telephone number is delivered to the BellSouth loop.
  - 1.1.4.3 If AT&T dial tone is not detected during pre-service testing, BellSouth will notify AT&T and will continue with the provisioning process assuming that AT&T will correct the problem prior to the due date.
  - 1.1.4.4 AT&T will deliver dial tone and telephone number to the AT&T collocation point 48 hours prior to the due date.
  - 1.1.4.5 BellSouth and AT&T will notify either party if the due date cannot be met for any reason.
  - 1.1.4.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
  - 1.1.4.7 BellSouth will deliver to the ordered location at the end users premises, loops as outline in TR 73600.
  - 1.1.4.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by AT&T to the NID. Testing requested by AT&T to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by AT&T and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.



WHEREAS, THE PARTIES HAVE MUTUALLY AGREED TO THE INTERIM STEPS SET FORTH ABOVE IN GOOD FAITH EFFORT TO CAUSE MINIMAL BUSINESS DISRUPTIONS,

NOW THEREFORE,

THE PARTIES ACKNOWLEDGE AND AGREE TO THIS MEMORANDUM OF UNDERSTANDING,

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING THROUGH THEIR AUTHORIZED REPRESENTATIVES.

AT&T COMMUNICATIONS OF  
THE SOUTH CENTRAL STATES, INC.  
AND TCG

By:



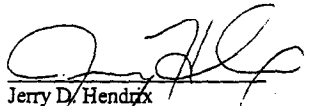
Bill C. Peacock  
Local Services and  
Access Management

Date:

4/16/01

BELLSOUTH  
TELECOMMUNICATIONS, INC.

By:



Jerry D. Hendrix  
Executive Director  
Wholesale Pricing Operations

Date:

5/8/01

**Exhibit DCB-4**  
**Illustration of CFA Check**

# Simple Connecting Facility Assignment CFA

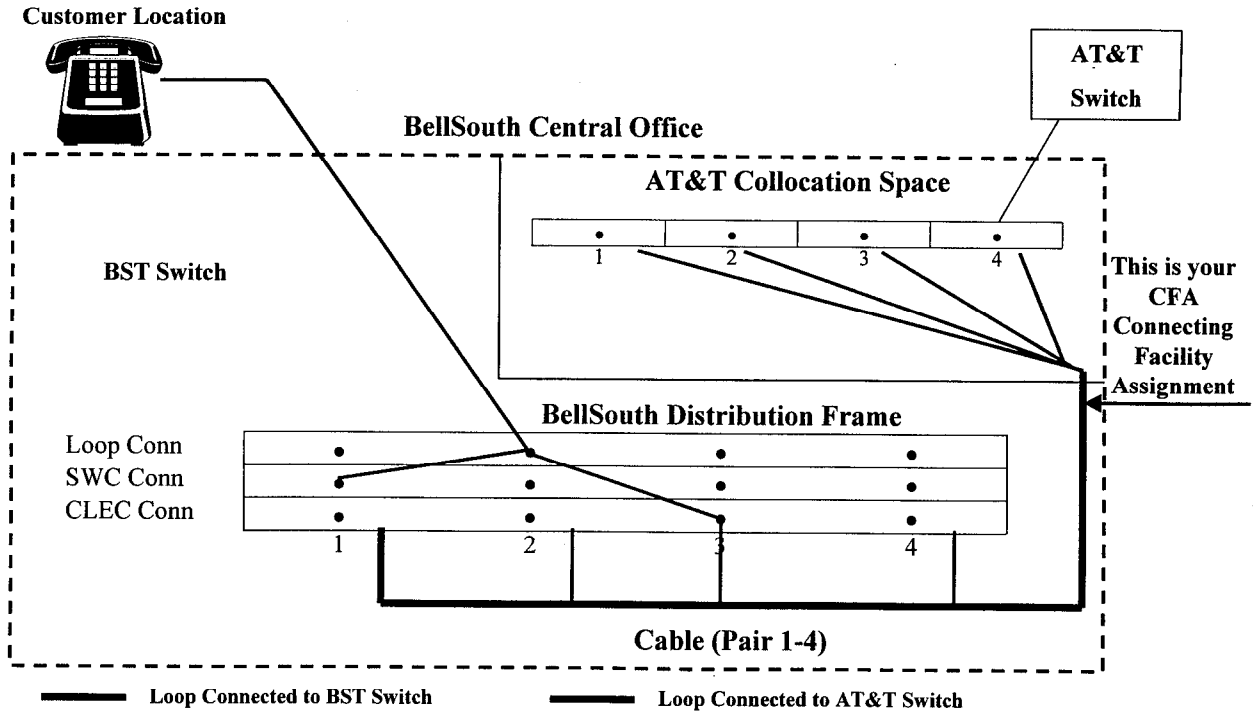


Exhibit DCB-5  
April 19, 2001 letter from Berger of AT&T to  
Ainsworth of BellSouth



**Denise C. Berger**  
District Manager  
Local Supplier Management

1200 Peachtree Street, NE  
Promenade I, 12th Floor  
Atlanta, GA 30309  
404 810-8644  
FAX 404 810-8477  
PAGER 800 258-0000 PIN 2589558  
EMAIL deberger@att.com

April 19, 2001

**Ken Ainsworth**  
BellSouth Telecommunications  
675 West Peachtree Street  
Suite 27A80  
Atlanta, Georgia 30375

RE: Coordinated Customer Conversion Proposal

Dear Ken:

The purpose of this letter is to respond to your letter dated March 23, 2001, and sent electronically on April 9, 2001, regarding BellSouth's coordinated customer conversion proposal.

AT&T agrees with your assessment of the two (2) resolved issues. Relative to third issue, BellSouth's proposal was in two parts:

1. The end of the cut time Timeliness measure will officially end with the completion notification call to the CLEC. BellSouth proposes that the time allowed for the cut duration be modified to add 5 minutes per order to incorporate the time required to make this call.
2. If IDLC is involved in the conversion order, BellSouth proposes that the specific time requested by the CLEC shall incorporate a 4-hour window to begin the conversion. Once the conversion begins the time allowed would be the standard 15-minute per loop interval plus 5 minutes per order for the CLEC notification. The 4-hour window will only apply if BellSouth notifies the CLEC of the IDLC order on the pre-due date coordination call.

AT&T will agree with BellSouth's first request above to add five (5) minutes per order to incorporate the time required to make the completion notification call, provided that the completion notification call signals the end of the coordinated conversion for measurement purposes. I will be glad to discuss the delays that BellSouth is experiencing in contacting the work center at your convenience. It is certainly not our intent to penalize BellSouth for a CLEC's failure to answer a call.

However, AT&T cannot support the 4-hour start window for IDLC conversions. First, BellSouth's self-reported performance over the last several months does not warrant such a change. The attached table entitled "Percent Provisioning Missed Appointments" indicates that, according to BellSouth's data, BellSouth's Percent of Missed Appointments on Dispatched UNE Design Loops has averaged less than 10% for the past several months, and averaged less than 5% for the first three months of 2001. Additionally, as indicated by the chart entitled "CCC Hot Cut Timeliness," BellSouth's claimed Hot Cut Timeliness performance has averaged over 90% On Time for the last three (3) months. This service quality measure tracks BellSouth's ability to start a hot cut on time. IDLC facilities are included in both of these measurements. BellSouth clearly does not need a four-hour window to begin the conversion for IDLC loops. Please note, however, that these results are based on BellSouth's self-reported results only and that AT&T has no way to confirm the accuracy of these results.

Additionally, AT&T has no way of determining whether a customer's facilities are on IDLC prior to the conversion. AT&T positions the coordinated conversion with the customer at the time of the sale. This four-hour window would require AT&T to contact the customer again and renege on the agreement made with that customer. Not only does this create doubt and confusion in the minds of our customers, it also creates additional work for our provisioning personnel, as well as for the BellSouth provisioning personnel.

Please let me know if we can finalize our agreement based on AT&T's position outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Terry", written in a cursive style.

cc: Greg Terry

**Exhibit DCB-6**  
**Chart Showing Breakdown of Hold Times/Speed of Answer**

<b>Speed of Answer in Ordering Centers</b>			
<b>Month</b>	<b>LCSC</b>	<b>RSC</b>	<b>BSC</b>
January	398 seconds	154 seconds	84 seconds
February	179 seconds	110 seconds	42 seconds
March	148 seconds	139 seconds	57 seconds
April	96 seconds	128 seconds	28 seconds
May	50 seconds	131 seconds	27 seconds



Exhibit DCB-7  
AT&T Regional Hot Cut Analysis, January-May, 2001

## Regional Hot Cut Analysis for January - May 2001

### Notes and Assumptions

- Percent Hot Cuts Started On Time and Hot Cut Intervals cannot be calculated using the Denver provided data. The data does not indicate when the Hot Cut was actually started.
- I can calculate Percent Hot Cuts Completed On Time. For the Hot Cut completion duration I assumed my starting point to be the “SCHEDULED START DATE/TIME” and the ending point to be “DATE/TIME CLEC NOTIFIED CUT COMPLETE AND ACCEPTANCE TESTING OFFERED”. I calculated the Percent Hot Cuts Completed on Time using two different methods:
  - Option 1 – 1 to 10 loops should take 1 hour to complete and 11 to 30 loops should take 2 hours to complete.
  - Option 2 – Each loop should take 15 minutes to complete.
- I consider an order completed “On Time” if it completes within the expected duration (using either Option 1 or Option 2 as described above) beginning at the “SCHEDULED START DATE/TIME”.
- Below I indicated if the order completed less than or equal to 30 minutes late, greater than 30 minutes late, or more than 15/30 minutes early.
- The volumes below represent orders, not loops. There may be multiple loops per order.
- The data below is for Time Specific Hot Cuts only.
- Regional data only consists of GA, FL, and AL.

### January Regional Analysis

Total # Time Specific LSRs:	741			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	113	15.2%		
Total Troubles After Completion:	14	1.9%		
	<b>Option 1</b>		<b>Option 2</b>	
Total On Time:	602	81.2%	573	77.3%
Total <= 30 Min. Late:	18	2.4%	39	5.3%
Total > 30 Min. Late:	65	8.8%	73	9.9%
Total > 15 Min. Early:	8	1.1%	8	1.1%
Total > 30 Min. Early:	48	6.5%	48	6.5%

- The January Regional PMAP report shows that 92.22% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 81.2% of the regional Hot Cuts completed On Time during January using Option 1 and 77.3% **completed On Time using Option 2**. Please note that there is no Hot Cut Outage or Trouble data in PMAP for January.

## February Regional Analysis

Total # Time Specific LSRs:	613			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	69	11.3%		
Total Troubles After Completion:	20	3.3%		
		<b>Option 1</b>		<b>Option 2</b>
Total On Time:	546	89.1%	531	86.6%
Total <= 30 Min. Late:	9	1.5%	19	3.1%
Total > 30 Min. Late:	25	4.1%	30	4.9%
Total > 15 Min. Early:	11	1.8%	11	1.8%
Total > 30 Min. Early:	22	3.6%	22	3.6%

- The February Regional PMAP report shows that 97.59% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 89.1% of the regional Hot Cuts completed On Time during February using Option 1, and **only 86.6% completed On Time using Option 2**. Please note that there is no Hot Cut Outage or Trouble data in PMAP for February.

## March Regional Analysis

Total # Time Specific LSRs:	579			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	53	9.2%		
Total Troubles After Completion:	8	1.4%		
		<b>Option 1</b>		<b>Option 2</b>
Total On Time:	508	87.7%	499	86.2%
Total <= 30 Min. Late:	7	1.2%	13	2.2%
Total > 30 Min. Late:	33	5.7%	36	6.2%
Total > 15 Min. Early:	6	1.0%	6	1.0%
Total > 30 Min. Early:	25	4.3%	25	4.3%

- The March Regional PMAP report shows that 98.68% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 87.7% of the regional Hot Cuts completed On Time during March using Option 1, and **only 86.2% completed On Time using Option 2**. The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 32 provisioning troubles in the region. However, the AT&T-generated data is showing 53 outages during provisioning and 8 troubles within 72 hours of completion. This is also a data integrity concern.

### April Regional Analysis

Total # Time Specific LSRs:	372			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	40	10.8%		
Total Troubles After Completion:	19	5.1%		
		<b>Option 1</b>		<b>Option 2</b>
Total On Time:	280	75.3%	269	72.3%
Total <= 30 Min. Late:	5	1.3%	12	3.2%
Total > 30 Min. Late:	57	15.3%	61	16.4%
Total > 15 Min. Early:	4	1.1%	4	1.1%
Total > 30 Min. Early:	26	7.0%	26	7.0%

- The April Regional PMAP report shows that 98.59% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 75.3% of the regional Hot Cuts completed On Time during April using Option 1, and **only 72.3% completed On Time using Option 2**. The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 83 provisioning troubles in the region. However, the AT&T-generated data is showing 40 outages during provisioning and 19 troubles within 72 hours of completion. This gap may also be a data integrity concern.

### May Regional Analysis

Total # Time Specific LSRs:	376			
Average Actual Completion Duration:	N/A			
Total Outages During Provisioning:	5	1.3%		
Total Troubles After Completion:	5	1.3%		
		<b>Option 1</b>		<b>Option 2</b>
Total On Time:	315	83.8%	302	80.3%
Total <= 30 Min. Late:	5	1.3%	11	2.9%
Total > 30 Min. Late:	28	7.4%	35	9.3%
Total > 15 Min. Early:	20	5.3%	20	5.3%
Total > 30 Min. Early:	8	2.1%	8	2.1%

- The May Regional PMAP report shows that 98.94% of the Hot Cuts were started on time. This is different than what I am showing in the table above, but I would expect some correlation. I am showing that 83.8% of the regional Hot Cuts completed On Time during May using Option 1, and **only 80.3% completed On Time using Option 2**. The PMAP report, "Hot Cut Percent Provisioning Troubles within 7 Days", displays a total of 73 provisioning troubles in the region. However, the AT&T-generated data is showing 5 outages during provisioning and 5 troubles within 72 hours of completion.

Exhibit DCB-8  
Examples of Number Reassignment Problems

**Burns, Tonya M - LGA**

---

**From:** Berger, Denise C - NCAM  
**Sent:** Wednesday, January 24, 2001 10:45 AM  
**To:** Jan.Burriss1@bridge.bellsouth.com  
**Cc:** bob.bickerstaff@bridge.bellsouth.com  
**Subject:** AT&T Ported DID Numbers for ADL/Number Reassignment



January 24, 2001

Jan Burriss  
BellSouth Telecommunications, Inc.  
1960 West Exchange Place  
Suite 200  
Tucker, Georgia 30084

RE: AT&T Ported DID Numbers for ADL/Number Reassignment

Jan:

As we discussed in our last Executive Meeting, AT&T continues to experience problems with BellSouth reassigning telephone numbers that were assigned to AT&T customers. Since the first of the year, we have had additional customers identified with number reassignment problems. AT&T's initial request was for BellSouth to proactively identify all AT&T DID numbers ported to BellSouth prior to December 1999. AT&T further requested BellSouth to dip into their databases and insure that the appropriate FID is placed on these numbers so that they cannot be reassigned to BellSouth customers. At the time, BellSouth indicated that no record was kept of numbers that were ported away from BellSouth. AT&T committed to explore whether such a list of numbers could be provided to BellSouth.

Attached is a list of all DID numbers ported from BellSouth to AT&T in support of our ADL customers.

<<AT&T Ported DID Numbers.xls>>

We are working on the development of a similar list for our Prime product customers and will deliver that as soon as possible.

I believe that this will give BellSouth a good start on the investigation of AT&T's ported numbers. I would like to get a status on the implementation of the project at our next Executive Meeting on January 31, 2001.

Sincerely,

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

cc: Bob Bickerstaff

**Burns, Tonya M - LGA**

**From:** Berger, Denise C - NCAM  
**Sent:** Friday, October 06, 2000 6:53 PM  
**To:** Sandra.Jones5@bridge.bellsouth.com  
**Cc:** Jan.Burriss1@bridge.bellsouth.com; bob.bickerstaff@bridge.bellsouth.com  
**Subject:** Urgent Customer Problem

October 6, 2000

Sandra Jones  
 BellSouth Telecommunications, Inc.  
 2960 West Exchange Place  
 Suite 200  
 Tucker, Georgia 30084

RE: AT&amp;T Numbers Being Reassigned

Sandra,

I have had a problem referred to me by our sales team and our work center for which I need your immediate attention and help.

AT&T is responsible for the following set of numbers, which were assigned to our customer, [REDACTED] in South Florida.

[REDACTED] to [REDACTED]  
 [REDACTED] to [REDACTED]  
 [REDACTED] to [REDACTED]

[REDACTED] is receiving calls from people who believe that they are dialing a residence number. One number that was identified by a caller was 561-881-3908. We have checked with our switch engineers and these numbers are in our database as ported from BellSouth to AT&T. It would appear that perhaps BellSouth may have a problem in their system which is causing the reassignment of numbers belonging to AT&T. This problem has just started recently but has the potential to be a major problem, as well as a major customer dissatisfier, if we do not act fast.

The following is a chronology of events to date:

- > Friday, September 29
- > \* AT&T received information that the customer was experiencing
- > problems where Bell South had begun reassigning phone numbers that had
- > ported to AT&T on August 13, 1999 (MIAP9904177-8).
- \* The AT&T work center spoke to Mildred Mitchell at Bell South, who informed AT&T that she would look into the problem.
- > Monday, October 2
- > \* AT&T again spoke to Mildred Mitchell, who indicated that she had
- > located the original Bell South order that should have disconnected these
- > numbers and shown them as ported out (CR1X7R70D). She indicated that at
- > least MOST of the phone numbers were on this Bell order number. She
- > indicated that Bell South recognizes their mistake, but it would take an
- > additional day or two to correct the problem.
- >
- > Wednesday, October 4
- > \* AT&T again spoke to Mildred, who stated that she was still working
- > on resolving the issue.
- >
- > Thursday, October 5
- > \* The customer reported that his numbers were continuing to be
- > re-assigned by Bell South.
- > \* The customer had also been contacted by Gene Gorman, Residential
- > Manager for Bell South. Mr. Gorman indicated that AT&T had sent an
- > improperly written LSR for the original port, which was the root cause of
- > this reassigning issue. AT&T does not believe this information to be
- > accurate.

\* AT&T attempted to contact Mr. Gorman. However, he is out of the office until Monday, October 9. AT&T did leave a voice mail for him.

\* AT&T again called Mildred Mitchell, and left her a voice mail informing her of the continuing situation.

> Friday, October 6

> \* Mildred had left a voice mail for AT&T work center personnel, > indicating that Bell was "still working on it."

\* AT&T contacted Mildred again, and left her a voice mail requesting written documentation indicating the Bell South has acknowledged the problem and is correcting it. AT&T also informed Mildred of Mr. Gorman's claim. Mildred's message on her voice mail indicated that she had left for the day.

Sandra, this situation has been going on for a week and needs to be resolved immediately. Please call me on Monday morning, October 9, to review the BellSouth plan for resolution.

Sincerely,

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

cc: Greg Terry  
Bob Bickerstaff  
Jan Burriss



**From:** Berger, Denise C - NCAM  
**Sent:** Monday, October 09, 2000 5:04 PM  
**To:** Sandra.Jones5@bridge.bellsouth.com  
**Cc:** Jan.Burriss1@bridge.bellsouth.com  
**Subject:** [REDACTED]

Sandra,

I received an update via e-mail from our [REDACTED] customer. It seems that numbers continue to be assigned by BellSouth.

The numbers that have recently been affected are as follows:

[REDACTED]

Apparently, there is someone in BellSouth named Debbie Sweet who has been proactively fixing them after the customer identifies them. Of course, I am interested in fixing the problem for this customer, but I'm also interested in making certain that the whole problem is addressed so that other customers don't have to experience this issue.

Thanks, and I'll look forward to hearing from you tomorrow.

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

**Burns, Tonya M - LGA**

---

**From:** Berger, Denise C - NCAM  
**Sent:** Wednesday, October 25, 2000 12:15 PM  
**To:** Sandra.Jones5@bridge.bellsouth.com  
**Cc:** Bob.Bickerstaff@bridge.bellsouth.com; Jan.Burriss1@bridge.bellsouth.com; Terry, Gregory P (Greg) - NCAM; Leigh.Wilson@bridge.bellsouth.com  
**Subject:** RE: [REDACTED]

Sandra,

Thanks for the message.

I've recently uncovered two additional customers who experienced the same problem. I am gathering the data and will forward to you as soon as possible. I'd like to insure that BellSouth has isolated the root of the problem and perhaps these additional instances can help.

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

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

**From:** Sandra.Jones5@bridge.bellsouth.com  
[mailto:Sandra.Jones5@bridge.bellsouth.com]  
**Sent:** Wednesday, October 25, 2000 8:47 AM  
**To:** Berger, Denise C, NCAM  
**Cc:** Bob.Bickerstaff@bridge.bellsouth.com;  
Jan.Burriss1@bridge.bellsouth.com; Terry, Gregory P (Greg), NCAM;  
Leigh.Wilson@bridge.bellsouth.com  
**Subject:** [REDACTED]  
**Importance:** High

Denise,

This memo is to confirm Leigh Ann Wilson's previous feedback to you that the telephone number assignment issues associated with [REDACTED] have been resolved.

We have now received feedback from the LCSC as to the cause of the initial problem. The BellSouth order process requires an identification code with ported telephone numbers that indicates in the BellSouth data bases that the numbers are assigned as ported and currently unavailable. In the case of Direct Inward Dialing (DID) service, each telephone number within the DID number block must carry the identification code. The service order for [REDACTED] failed to show the code on every number as required. This error was the result of a training gap within the LCSC. The service rep who processed this order was covered on the correct process. Further, all LCSC reps involved in processing this type of service were retrained on the correct order format.

We sincerely regret the inconvenience this caused AT&T and [REDACTED]

Sincerely,

Sandra Jones

---

**From:** Berger, Denise C - NCAM  
**Sent:** Friday, October 27, 2000 8:41 AM  
**To:** Leigh.Wilson@bridge.bellsouth.com; Sandra.Jones5@bridge.bellsouth.com  
**Subject:** URGENT [REDACTED]

**Importance:** High

Leigh Ann,  
Sandra,

I received a message this morning from our Account Team assigned to [REDACTED]. The customer is now having problems with another number. That number is [REDACTED].

Please investigate ASAP. I'd appreciate knowing today what the problem is and that it has been fixed. I'd also like to understand why, since BellSouth put a hold on all this customer's numbers, we would continue to have a problem.

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

**Burns, Tonya M - LGA**

---

**From:** Leigh.Wilson@bridge.bellsouth.com  
**Sent:** Monday, October 30, 2000 9:54 AM  
**To:** Berger, Denise C - NCAM  
**Cc:** Sandra.Jones5@bridge.bellsouth.com; Leigh.Wilson@bridge.bellsouth.com  
**Subject:** URGENT - [REDACTED]

Denise,

Per my voice message Friday, the LCSC has investigated [REDACTED] and found the following:

All databases do indicate the number as ported to prevent reassignment. There are no translations in BellSouth's switch for this number.

These findings appear to indicate that the problems [REDACTED] is experiencing may be maintenance problems. My recommendation is to pursue resolution through AT&T and BellSouth maintenance channels as appropriate.

If you need further involvement from the Account Team, please give me a call.

Leigh Ann

=>Leigh Ann,

=>Sandra,

=>

=>I received a message this morning from our Account Team assigned to [REDACTED]

=>[REDACTED]. The customer is now having problems with another number. That

=>number is [REDACTED]

=>

=>Please investigate ASAP. I'd appreciate knowing today what the problem is

=>and that it has been fixed. I'd also like to understand why, since

=>BellSouth put a hold on all this customer's numbers, we would continue to

=>have a problem.

=>

=>Denise C. Berger

=>District Manager-Local Supplier Performance

=>404/810-8644 (Voice)

=>404/810-8605 (Fax)

=>800 258-0000, PIN #2589558 (Pager)

=>deberger@att.com

=>

=>

Burns, Tonya M - LGA

**From:** Berger, Denise C - NCAM  
**Sent:** Monday, October 30, 2000 11:16 AM  
**To:** Jan.Burriss1@bridge.bellsouth.com  
**Cc:** bob.bickerstaff@bridge.bellsouth.com; Sandra.Jones5@bridge.bellsouth.com; Leigh.Wilson@bridge.bellsouth.com  
**Subject:** BellSouth Reassigning AT&T Ported Numbers  
**Importance:** High

October 30, 2000

Jan Burriss  
 BellSouth Telecommunications, Inc.  
 1960 West Exchange Place  
 Suite 200  
 Tucker, Georgia 30084

RE: BellSouth Reassigning AT&T Ported Numbers

Dear Jan:

The purpose of this letter is to inform BellSouth that AT&T is still experiencing problems with BellSouth reassigning AT&T ported numbers. I am also asking for your assistance in insuring that BellSouth immediately put in place the necessary measures to

1. Identify affected AT&T customers
2. Provide immediate remedy to those customers
3. Implement a solution that will prevent this from happening

in the future

[REDACTED] in [REDACTED], Florida, the first AT&T customer who experienced this, has been remedied. According to the memo I received last week from Sandra Jones, BellSouth discovered that the BellSouth order process requires an identification code with ported telephone numbers that indicates in the BellSouth databases that the numbers are assigned as ported and currently unavailable. In the case of Direct Inward Dialing (DID) service, each telephone number within the DID number block must carry the identification code. I now have three other customers affected by the same problem, two in Florida and one in Georgia.

1. [REDACTED] Georgia, [REDACTED]

This customer originally ported to AT&T in August of 1999.

The blocks of numbers assigned to [REDACTED] is from [REDACTED] through [REDACTED]

Numbers in this block are being reassigned by BellSouth to residence and small business customers. Numbers identified as reassigned to date are [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

There may be others.

[REDACTED] and [REDACTED] were reassigned to BellSouth's customer, [REDACTED].

The trouble was called in to the AT&T Maintenance Center

and a ticket was opened. The AT&T Maintenance Center tried to call in a

ticket to the BellSouth Maintenance Center, but was referred to the Account Team instead.

2. [REDACTED]

I'm still gathering information on this customer's situation. The only number I've identified at present as having a problem is [REDACTED].

I have a third customer identified and as soon as I get information, I will forward it to you.

Please confirm to me when I can expect [REDACTED] problem to be resolved. As you might suspect, this customer is livid. Additionally, since this customer is requesting a letter from AT&T insuring him that his numbers belong to him and that he won't have this type of problem again, I am requesting a letter from BellSouth stating that this problem is resolved. I also expect resolution, not only for these identified customers, but in BellSouth's systems and processes in general.

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

**Burns, Tonya M - LGA**

---

**From:** Berger, Denise C - NCAM  
**Sent:** Monday, January 15, 2001 5:41 PM  
**To:** Sandra.Jones5@bridge.bellsouth.com  
**Subject:** BellSouth's Number Reassignment ([REDACTED])

Sandra,

Another problem with [REDACTED]. Don't quite know what's going on with this one. Would you check it out?

The customer's telephone number in question is [REDACTED]. When the number is dialed from outside of the company's system, it rings open, but not at the extension noted. WHERE is the call going?

If the call is originated inside [REDACTED], the call rings on the appropriate extension.

The customer has run all diagnostics internally and has not uncovered any equipment problems.

Please let me know what you discover and what we might do to remedy the problem.

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

**Burns, Tonya M - LGA**

---

**From:** Berger, Denise C - NCAM  
**Sent:** Monday, March 12, 2001 6:38 PM  
**To:** Sandra.Jones5@bridge.bellsouth.com  
**Cc:** Jan.Burriss1@bridge.bellsouth.com; bob.bickerstaff@bridge.bellsouth.com  
**Subject:** [REDACTED]

**Follow Up Flag:** Follow up  
**Due By:** Monday, March 19, 2001 1:00 PM  
**Flag Status:** Flagged

Sandra,

Received your voice mail message regarding the latest problem with [REDACTED]. I understand from your message that this was not another number reassignment problem.

To restate the customer's problem: Telephone number [REDACTED] was ringing open when called by a BellSouth local customer. The number was not ringing at [REDACTED]. Telephone number [REDACTED] had a different problem. It should be noted that this problem had a number reassignment problem before. [REDACTED] received calls from a BellSouth local customer (numbers [REDACTED] and [REDACTED]) stating that she was getting calls at 3:00 and 4:00 AM and that the [REDACTED] number was appearing on her Caller ID box.

I appreciate your working to isolate and clear the problem, but I'd like a little more information.

You stated that the problem was a missing FID. Was this the problem on both numbers?

A missing FID was determined to be the cause of the original number reassignment. At that time, BellSouth checked the FIDs on all of [REDACTED] DID numbers. Was this a different FID problem and why was it not uncovered in the original examination of all numbers? Is there a possibility that other numbers could have this new FID problem?

Why does this particular customer seem to have recurring problems?

I'll look forward to your response by Monday, March 19.

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com



**From:** Berger, Denise C - NCAM  
**Sent:** Wednesday, November 22, 2000 11:06 AM  
**To:** Jan.Flint@bridge.bellsouth.com  
**Cc:** IMCEAFAX-Jan+20Burriss+40+28770+29+20491-9173@att.com; Sandra.Jones5@bridge.bellsouth.com  
**Subject:** Another Number Reassignment

November 22, 2000

Jan Flint  
BellSouth Telecommunications  
1960 West Exchange Place  
Suite 200  
Tucker, Georgia 30084

RE: [REDACTED]

Dear Jan:

This message will confirm our conversation earlier this morning.

We've had another complaint of customer's having numbers reassigned by BellSouth. [REDACTED] TN [REDACTED] was ported to AT&T on July 20, 1999. Yesterday, calls for this customer started terminating at a BellSouth residence customer. The BellSouth customer stated that he had recently been assigned the number by BellSouth.

Please insure that this customer's problem is resolved today. As we discussed, if it is not resolved today, then the AT&T customer will likely be service impaired through the holiday weekend. I will look to have status from you as to the expected resolution by noon today.

Thanks,

Denise C. Berger  
District Manager-Local Supplier Performance  
404/810-8644 (Voice)  
404/810-8605 (Fax)  
800 258-0000, PIN #2589558 (Pager)  
deberger@att.com

**From:** Berger, Denise C - NCAM  
**Sent:** Monday, November 20, 2000 4:27 PM  
**To:** Jan.Burriss1@bridge.bellsouth.com  
**Cc:** bob.bickerstaff@bridge.bellsouth.com; Sandra.Jones5@bridge.bellsouth.com; Leigh.Wilson@bridge.bellsouth.com  
**Subject:** RE: BellSouth Reassigning AT&T Ported Numbers

Jan,

As indicated in my letter below, I need a letter from BellSouth specific to [REDACTED]. He wants assurances that his numbers belong to him and that he won't have this type of problem again. Please advise when I can expect such a letter.

Denise C. Berger  
 District Manager-Local Supplier Performance  
 404/810-8644 (Voice)  
 404/810-8605 (Fax)  
 800 258-0000, PIN #2589558 (Pager)  
 deberger@att.com

> -----Original Message-----  
 > From: Berger, Denise C, NCAM  
 > Sent: Monday, October 30, 2000 11:16 AM  
 > To: BST-Jan Burriss (E-mail)  
 > Cc: BST-Bob Bickerstaff (E-mail); BST-Sandra Jones (E-mail); BST-Leigh Ann Wilson (E-mail)  
 > Subject: BellSouth Reassigning AT&T Ported Numbers  
 > Importance: High

> October 30, 2000

> Jan Burriss  
 > BellSouth Telecommunications, Inc.  
 > 1960 West Exchange Place  
 > Suite 200  
 > Tucker, Georgia 30084

> RE: BellSouth Reassigning AT&T Ported Numbers

> Dear Jan:

> The purpose of this letter is to inform BellSouth that AT&T is still  
 > experiencing problems with BellSouth reassigning AT&T ported numbers. I  
 > am also asking for your assistance in insuring that BellSouth immediately  
 > put in place the necessary measures to

- > 1. Identify affected AT&T customers
  - > 2. Provide immediate remedy to those customers
  - > 3. Implement a solution that will prevent this from happening
- > in the future

> [REDACTED] the first AT&T customer who  
 > experienced this, has been remedied. According to the memo I received  
 > last week from Sandra Jones, BellSouth discovered that the BellSouth order  
 > process requires an identification code with ported telephone numbers that  
 > indicates in the BellSouth databases that the numbers are assigned as  
 > ported and currently unavailable. In the case of Direct Inward Dialing  
 > (DID) service, each telephone number within the DID number block must  
 > carry the same identification code. I now have three other customers affected  
 > by the same problem, two in Florida and one in Georgia.

- > 1. [REDACTED]

> This customer originally ported to AT&T in August of 1999.  
> The blocks of numbers assigned to [REDACTED] is from [REDACTED] through  
> [REDACTED]. Numbers in this block are being reassigned by BellSouth to  
> residence and small business customers. Numbers identified as reassigned  
> to date are [REDACTED], [REDACTED], [REDACTED],  
> [REDACTED], [REDACTED], [REDACTED], [REDACTED]. There may be  
> others. [REDACTED] and [REDACTED] were reassigned to BellSouth's  
> customer, [REDACTED]. The trouble was called in to the AT&T  
> Maintenance Center and a ticket was opened. The AT&T Maintenance Center tried  
> to call in a ticket to the BellSouth Maintenance Center, but was referred  
> to the Account Team instead.

> 2. [REDACTED]  
> I'm still gathering information on this customer's  
> situation. The only number I've identified at present as having a problem is  
> [REDACTED].

> I have a third customer identified and as soon as I get information, I  
> will forward it to you.

> Please confirm to me when I can expect [REDACTED] problem to be resolved.  
> As you might suspect, this customer is livid. Additionally, since this  
> customer is requesting a letter from AT&T insuring him that his numbers  
> belong to him and that he won't have this type of problem again, I am  
> requesting a letter from BellSouth stating that this problem is resolved.  
> I also expect resolution, not only for these identified customers, but in  
> BellSouth's systems and processes in general.

> Denise C. Berger  
> District Manager-Local Supplier Performance  
> 404/810-8644 (Voice)  
> 404/810-8605 (Fax)  
> 800 258-0000, PIN #2589558 (Pager)  
> d Berger@att.com

**Exhibit DCB-9**  
**Examples of Double Billing Problems**



**Denise C. Berger**  
District Manager  
Local Supplier Management

1200 Peachtree Street, NE  
Promenade I, 12th Floor  
Atlanta, GA 30309  
404 810-8644  
FAX 404 810-8477  
PAGER 800 258-0000 PIN 2589558  
EMAIL: [deberger@att.com](mailto:deberger@att.com)

August 7, 2000

VIA FACSIMILE: 770-491-9173  
& VIA REGULAR U.S. MAIL

Ms. Jan Burriss  
BellSouth Interconnection Services  
Suite 200  
1960 West Exchange Place  
Tucker, GA 30084

RE: Duplicate Billing Problems

Dear Jan:

The purpose of this letter is to ask for your assistance in solving a problem with duplicate billing that AT&T and its customers have been experiencing for over a year.

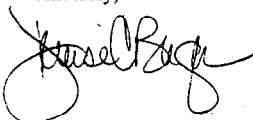
We have referred several isolated instances of these duplicate billing issues to the account team in the past. The answer we have always gotten from the Account Team is that each instance was "isolated" or that it was "rep error." However, the AT&T Account Team supporting the Pep Boys account has recently informed us that of the approximately 100 Pep Boys locations that have transitioned from BellSouth to AT&T, 42 of them continue to get BellSouth retail bills for the same service. As far as we can tell, BellSouth fails to work the post port disconnect order through all of their systems, resulting in the customer's continuing to receive the BellSouth bills. This causes tremendous customer dissatisfaction. Additionally, it inhibits AT&T's ability to compete. Although this is a BellSouth problem, presented on a BellSouth retail bill, the customer perceives the problem to be caused by AT&T, since he never had the problem when he was a BellSouth customer. Further, based on AT&T's experience, customers will withhold payment from AT&T and BellSouth until the problem is resolved. There have even been instances of BellSouth's billing office turning customers over to a collection agency before fixing the problem.

Additionally, AT&T resources are required to help the customer get the issue resolved. AT&T has had no choice but to adjust its "first bill validation" process to include verification of the telephone numbers and lines that were disconnected from their BellSouth bill. If a problem is found, AT&T's care center will attempt to work the issue back to the BellSouth LCSC. If, however, BellSouth's LCSC has been unwilling to resolve the customer's BellSouth billing issue with AT&T if its records show that the order is complete and the numbers ported in NPAC. This leaves AT&T with no means to resolve the customer's problems with BellSouth.

Many customers have attempted to resolve the issue directly with BellSouth, since technically it is an issue between the customer and BellSouth. When customers call the BellSouth retail business office to inquire about the billing, BellSouth refers the customer back to AT&T. The reason given to the customer is that AT&T must resolve the problem, since AT&T is acting as the customer's agent. AT&T must then orchestrate a call with all parties to explain the situation and get the issue resolved.

It appears that BellSouth has neither a clearly defined internal process for insuring that all orders are worked within the BellSouth systems nor a responsible party designated to resolve these duplicate billing issues. AT&T has not yet found a way to insure the billing has stopped from BellSouth beyond continuing to ask the customer to examine their BellSouth bill. Please advise me of BellSouth's plans to examine the internal ordering and completion processes. I would also like to understand BellSouth's plan to isolate and repair the associated process gaps. Finally, I will expect escalation names and contact information for the appropriate BellSouth representatives for ongoing resolution that can be used by our Customer Care centers. Your response by August 18, 2000, will be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Greg Terry". The signature is fluid and cursive, with a large loop at the end of the last name.

cc: Greg Terry

**Lane, Kacie**

---

**From:** Magby, Tami  
**Sent:** Saturday, May 19, 2001 4:51 PM  
**To:** Lane, Kacie  
**Cc:** Holmes, Sandra  
**Subject:** double billing and 1 out of three #'s not ported

**Importance:** High

this customer was scheduled for service 4/3 and she requested 3 #'s be ported . well only 2 of the three were ported. [REDACTED] was not. [REDACTED] were both ported. the customer has a problem with bellsouth and billing and she wants this matter resolved asap. Kacie please help with getting this double billing issue resolved. also check the status of [REDACTED] to see why this tn was not ported. thanks Kacie

Lane, Kacie

---

From: Wyatt, April  
Sent: Thursday, May 10, 2001 11:28 AM  
To: Lane, Kacie  
Subject: double billed

[REDACTED] Customer name and phone number

customer is still rcving bill from bell. The bill date is 05/01 thru 05/31..They have not disco service  
acct# [REDACTED]  
thanks

April Wyatt  
Telephony Dept.  
APWYAT@BRQADBAND.ATT.COM  
770-559-2000