


AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

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

He is appearing as a witness before the Kentucky Public Service Commission in "Investigation Concerning the Propriety of InterLATA Services by BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996," KY PSC Case No. 2001-105, and if present before the Commission and duly sworn, his testimony would be set forth in the annexed transcript consisting of 33 pages and 3 exhibit(s).


W. Keith Milner

SWORN TO AND SUBSCRIBED BEFORE ME this
25th day of July, 2001.


NOTARY PUBLIC

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF W. KEITH MILNER
3 BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION
4 CASE NO. 2001-105
5 JULY 30, 2001
6

7 Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH
8 BELLSOUTH TELECOMMUNICATIONS, INC. (“BELLSOUTH”).
9

10 A. My name is W. Keith Milner. My business address is 675 West Peachtree Street,
11 Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I
12 have served in my present position since February 1996.
13

14 Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT TESTIMONY ON
15 MAY 18, 2001?
16

17 A. Yes.
18

19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?
20

21 A. In my testimony, I will address allegations raised by parties in this proceeding regarding
22 the means by which BellSouth has satisfied network-related items of the competitive
23 Checklist set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 (“the
24 Act”).
25

1 CHECKLIST ITEM 1: INTERCONNECTION

2
3 TRUNKING

4
5 Q. MR. ARGENBRIGHT, TESTIFYING ON BEHALF OF WORLDCOM, ALLEGES ON
6 PAGES 10-11, THAT BELLSOUTH IS NOT IN COMPLIANCE WITH CHECKLIST
7 ITEM 1 BECAUSE BELLSOUTH FRAGMENTS TRAFFIC BY SEPARATING
8 TRANSIT FROM LOCAL AND INTRALATA TOLL TRAFFIC. PLEASE
9 COMMENT.

10
11 A. There are very good reasons to separate transit traffic from local and intraLATA toll
12 traffic. Transit traffic is traffic that originates on one carrier's network, is switched and
13 transported by BellSouth, and then sent to another carrier's network. With respect to
14 transit traffic, separate trunk groups facilitate proper billing. That being said, BellSouth
15 offers CLECs the "supergroup" option which includes exchange of local and intraLATA
16 toll traffic between BellSouth and a CLEC as well as local, intraLATA or interLATA
17 transit traffic. The supergroup option should resolve WorldCom's concerns.

18
19 Q. MR. COLEMAN, TESTIFYING ON BEHALF OF AT&T, ON PAGE 6 OF HIS
20 TESTIMONY, STATES "DURING THE FIVE AND A HALF MONTHS AT&T HAS
21 OFFERED SERVICE IN KENTUCKY, BELLSOUTH'S PROVISIONING OF
22 INTERCONNECTION ... HAS PROVED INADEQUATE AND HAS SEVERELY
23 HAMPERED AT&T'S EFFORTS TO COMPETE." PLEASE COMMENT.

24
25 A. Mr. Coleman makes a broad and unsubstantiated allegation. BellSouth has provisioned
26 AT&T's interconnection trunking in Kentucky in a manner that is completely on par with

1 that provided for BellSouth's retail operations. Given how recently AT&T rolled out
2 service in Kentucky and, thus, how recently interconnection trunking has been
3 provisioned, it would seem that AT&T would provide examples of provisioning problems
4 if they existed. Surely, information such as Purchase Order Numbers (PONs), telephone
5 numbers, trouble tickets, dates and times for alleged problems are in the possession of
6 AT&T. Yet, AT&T has not provided a single example to support its claims.

7
8 Q. MR. COLEMAN RAISES AN ISSUE OF A "DEAD AIR" PROBLEM IN THE
9 LOUISVILLE AREA AND DISCUSSES THAT SITUATION ON PAGES 8 TO 12 OF
10 HIS TESTIMONY. PLEASE COMMENT.

11
12 A. Mr. Coleman's testimony is fraught with errors and does not accurately portray the actual
13 situation.

14
15 The problem to which Mr. Coleman refers was that some calls to AT&T customers did
16 not complete and instead went to "dead air" or to an announcement that the call could not
17 be completed. The problem began March 16 and AT&T spent the first week trying to
18 resolve the issue internally. A trouble ticket was filed with BellSouth (ticket KI015929)
19 on March 23, but that ticket was erroneously reported by AT&T as a problem on a
20 different trunk group (AF192076) to BellSouth's Louisville Armory Place local tandem
21 instead of to the correct tandem, BellSouth's Louisville Armory Place access tandem.
22 AT&T had busied out a number of trunks on this group. This part of the problem was
23 rectified by AT&T clearing its "installation busy" trunks. At the end of the day on March
24 23, AT&T's log reported "Problem fixed". Subsequently, AT&T determined that this did
25 not resolve the dead air problem reported by AT&T's customers. AT&T continued to

1 work internally on a number of issues including switch translations and routing. To
2 explore other possibilities, AT&T enlisted the help of a BellSouth Network Infrastructure
3 Service Center (“NISC”) contact, even though there was no open trouble ticket at that
4 time. It wasn’t until April 3 that AT&T filed another trouble ticket with BellSouth (ticket
5 KI016185), on the same incorrect trunk group as AT&T’s first trouble ticket. However,
6 BellSouth quickly determined that the trunk group that was really involved was
7 AF192075 to the BellSouth Armory Place access tandem.

8
9 By the end of the day, the problem had been isolated to a likely defective trunk port card
10 in the BellSouth switch. Up to that point, AT&T had been working with a BellSouth
11 facility technician, since the digital carrier system that the trunk group traversed was in
12 question. However, a switch technician was needed to test the port card by swapping it
13 out with a known good unit. Since it was after hours, there was no BellSouth technician
14 in the office at that moment. A callout was required by the BellSouth control office.
15 BellSouth did not refuse the callout or question the need for overtime. Employing this
16 kind of callout is routine and seldom even a question among BellSouth employees. The
17 only task at this point was contacting the control office to initiate the callout. However,
18 the next entry in BellSouth’s trouble ticket log indicates that AT&T was not available to
19 continue working that evening and that a conference call would be initiated by AT&T.
20 The next morning there was a delay on BellSouth’s part of one hour but the faulty trunk
21 port was replaced by 9:00 AM. AT&T monitored the situation for 24 hours and reported
22 that the dead air problem had been eliminated.

23
24 To summarize, AT&T reported the correct problem to BellSouth on April 3 and it was
25 resolved by 9:00 AM on April 4. This prompt service can hardly be called unresponsive.

1 There are a number of other misstatements in Mr. Coleman's testimony, such as his
2 stating:

3 - that BellSouth placed a new tandem to handle CLEC traffic and that BellSouth
4 did not notify AT&T of this network change. There is no new tandem in the
5 Louisville Armory Place office.

6 - that AT&T handed the "dead air" issue off to BellSouth on March 23 and that
7 BellSouth failed to respond for 13 days. On March 26, AT&T agreed that the
8 trouble ticket opened March 23 could be closed. AT&T continued for the next
9 11 days to troubleshoot the problem.

10 - that BellSouth did not cooperate and continued to insist the problem was
11 AT&T's. BellSouth's personnel provided help and counsel even when there
12 was no open trouble ticket from AT&T.

13
14 As the Kentucky Public Service Commission is aware, AT&T filed a complaint on this
15 issue June 13, 2001. BellSouth filed its response to this case, Case Number 2001-179,
16 and a motion to dismiss on July 2, 2001. BellSouth's response provides a more than
17 satisfactory answer to all the issues AT&T raised in this case. As reflected in that
18 response, AT&T's complaint is without merit. The concluding remark in BellSouth's
19 filing appropriately summarizes the complaint:

20 The two problems cited by AT&T in its Complaint have either been
21 resolved or are resolvable between the parties. While the Commission
22 is a forum for problem solving, it surely is not appropriate for every
23 little niggle, such as this matter represents, between carriers to merit a
24 formal proceeding.

25

1 **CHECKLIST ITEM 2: NONDISCRIMINATORY ACCESS TO NETWORK ELEMENTS**

2
3 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?
4

5 A. No, I do not. For a discussion on OSS, please see the rebuttal testimony of Ron Pate.
6 For a discussion of BellSouth's policy on UNE combinations, please see the rebuttal
7 testimony of Cynthia Cox.
8

9 **CHECKLIST ITEM 3: ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY**

10
11 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?
12

13 A. No, there is no dispute that BellSouth is in compliance with Checklist Item 3.
14

15 **CHECKLIST ITEM 4: LOCAL LOOP**

16
17 **HOTCUTS**

18
19 Q. ON PAGE 5 OF HER TESTIMONY, MS. BERGER, TESTIFYING ON BEHALF OF
20 AT&T, CLAIMS THAT BELL SOUTH HAS FAILED TO MEET THE FCC'S
21 GUIDELINES AND EXPECTATIONS WITH REGARD TO HOT CUTS. DO YOU
22 AGREE?
23

24 A. Absolutely not, but I will let the numbers speak for themselves. As I discussed in my
25 direct testimony, as of March 31, 2001, BellSouth had provided over 5,300 unbundled

1 local loops to CLECs in Kentucky and over 350,000 unbundled local loops to CLECs in
2 BellSouth's nine-state region. The vast majority of these loops have been provisioned
3 with number porting. This volume alone is evidence that BellSouth is providing non-
4 discriminatory access to its unbundled local loops.

5
6 Q. ON PAGES 8-10 OF HER TESTIMONY, MS. BERGER DESCRIBES THE HOT CUT
7 PROCESS AS EVIDENCED IN THE MEMORANDUM OF UNDERSTANDING
8 ("MOU") BETWEEN BELL SOUTH AND AT&T. PLEASE TELL THE
9 COMMISSION GENERALLY ABOUT THE MOU.

10
11 A. BellSouth and AT&T first began negotiating a hot cut process in 1998. That process has
12 been refined and improved over time. After hard work and cooperation on both sides, the
13 parties executed the MOU on April 16, 2001. It was with great surprise, therefore, that I
14 read Ms. Berger's testimony complaining about BellSouth's hot cut process. It seems
15 nothing short of disingenuous for AT&T to spend enormous quantities of BellSouth's
16 time and resources to negotiate a mutually acceptable arrangement and then to complain
17 to the Commission three months later about that process. Ms. Berger's comments
18 regarding the sufficiency of the hot cut procedures should be ignored.

19
20 Q. ON PAGES 8-10 OF HER TESTIMONY MS. BERGER OUTLINES THE HOT CUT
21 PROCESS IN THE MOU. PLEASE COMMENT ON THE PROCESS AS
22 DESCRIBED BY MS. BERGER.

23
24 A. Ms. Berger's discussion of the portion of the process that pertains to BellSouth appears to
25 be an accurate depiction of what BellSouth agreed to. In addition to implementing this

1 process for AT&T, BellSouth now follows this process for all CLECs. Other CLECs
2 may in the future offer other as yet unidentified improvements to the hot cut process and
3 BellSouth will work with the CLECs to incorporate into the hot cut process changes that
4 are beneficial.

5
6 Q. MS. BERGER, IN FOOTNOTE 9 ON PAGE 9 OF HER TESTIMONY, INDICATES
7 THAT PRIOR TO THE RECENT MOU REGARDING THE HOT CUT PROCESS,
8 THE FOC WAS DEFINED AS FIRM ORDER CONFIRMATION. IS THERE A
9 DIFFERENCE BETWEEN THE TERM FIRM ORDER CONFIRMATION AND FIRM
10 ORDER COMMITMENT?

11
12 A. Not as the term is used in the MOU. The “Firm Order Commitment” or “FOC”, as
13 described in the MOU, is a notification from BellSouth to AT&T that a service order is
14 valid and error free and that BellSouth has committed to provision the service order on
15 the date specified on the Local Service Request (“LSR”) and confirmed on the FOC, or
16 on the date and time specified on the LSR and confirmed on the FOC for time specific
17 conversions. BellSouth’s committed due date is the date BellSouth strives to deliver
18 service, but it is not a guaranteed date and may be altered due to factors such as facility or
19 manpower shortages and acts of God. In this context, the terms “Firm Order
20 Confirmation” and “Firm Order Commitment” may be used interchangeably.

21
22 Q. ON PAGES 11-12 OF HER TESTIMONY, MS. BERGER REFERS TO A DATA
23 RECONCILIATION ASSOCIATED WITH THE MOU. WHAT IS THE STATUS OF
24 THE DATA RECONCILIATION?

1 A. As part of the negotiations of the MOU, BellSouth agreed to perform additional data
2 reconciliation with AT&T. BellSouth stands ready to perform such reconciliation.
3 However, at this time, AT&T has not provided BellSouth with any proposed dates or
4 timeframes for the reconciliation.

5

6 Q. DESPITE HAVING SIGNED THE MOU ONLY ABOUT THREE MONTHS AGO,
7 MS. BERGER STATES ON PAGE 11 OF HER TESTIMONY THAT AT&T AND
8 BELLSOUTH HAVE NOT YET ESTABLISHED METHODS AND PROCEDURES
9 TO IMPLEMENT OR “OPERATIONALIZE” THEIR AGREEMENT. DO YOU
10 AGREE WITH MS. BERGER’S ASSESSMENT?

11

12 A. Absolutely not. BellSouth’s Customer Wholesale Interconnection Network Services
13 (“CWINS”) Center processes have been updated to reflect the terms of the MOU and
14 BellSouth has trained CWINS Center personnel on these changes. Even though the
15 MOU was not officially effective until May 15, 2001, the CWINS Center actually began
16 abiding by the MOU on April 16, 2001. Further, in a meeting between BellSouth’s
17 CWINS Center personnel and AT&T’s Orlando Center personnel held on May 10, 2001,
18 AT&T personnel stated that since the implementation of the MOU on April 16, 2001,
19 BellSouth was executing the terms of the MOU to AT&T’s satisfaction. Simply, Ms.
20 Berger’s allegations that the MOU has not been “operationalized” are unsubstantiated.

21

22 Q. HAS THIS PROCESS BEEN IMPLEMENTED FOR ALL CLECS?

23

24 A. Yes. As stated above, all CWINS personnel have been trained on this process and it has
25 been implemented for all CLECs.

1 Q. ON PAGE 12 OF HER TESTIMONY, MS. BERGER MAKES OTHER COMPLAINTS
2 ABOUT THE MOU AT&T RECENTLY SIGNED. PLEASE COMMENT ON THESE
3 COMPLAINTS.

4
5 A. Ms. Berger raises vague allegations about BellSouth's post-provisioning support of hot
6 cuts. Such vague allegations, without supporting detail, should be given little if any
7 weight by the Commission. For a review of BellSouth's performance with respect to hot
8 cuts, please refer to BellSouth's performance data and the testimony of Alphonso Varner
9 on this issue.

10
11 Q. ON PAGES 16-19 OF MS. BERGER'S TESTIMONY, SHE ALLEGES THAT
12 BELLSOUTH CAUSES AT&T UNREASONABLE DELAYS BECAUSE
13 BELLSOUTH DOES NOT PERFORM A CHECK BEFORE RETURNING THE FOC
14 TO AT&T REGARDING AT&T'S CONNECTING FACILITIES ASSIGNMENTS
15 ("CFAs") AND BECAUSE AT&T DOES HAVE ACCESS TO LFACS TO VERIFY
16 CFA ASSIGNMENTS ITSELF. PLEASE COMMENT.

17
18 A. The root of this problem is AT&T's poor record keeping. CFAs are the facilities that
19 connect AT&T's collocation arrangement with BellSouth's network. When AT&T
20 orders an unbundled network element, for example an unbundled loop, AT&T specifies
21 to which CFA BellSouth should connect the unbundled loop. The CFA extends the loop
22 from BellSouth's distributing frame to AT&T's collocation arrangement. Sometimes
23 AT&T submits its LSR for an unbundled loop specifying CFAs that are already working
24 for other unbundled loops. BellSouth has agreed to provide AT&T access to LFACS in a
25 future update to that mechanized system. Please see the testimony of Mr. Ronald Pate for

1 a fuller discussion of that update. Until that update is completed, BellSouth has provided
2 AT&T another tool with which it can verify CFAs. BellSouth produces a report a
3 minimum of three (3) times a week and provides such to AT&T. This report shows the
4 status of each CFA between BellSouth's network and AT&T's collocation arrangements.
5 Thus, AT&T may check the status of these CFAs before submitting its LSR to BellSouth.
6 If AT&T were to use this tool, I believe that AT&T's problems with erroneous CFA
7 assignments on AT&T's LSRs would be reduced significantly or eliminated altogether.
8

9 Q. ON PAGES 19-21 OF MS. BERGER'S TESTIMONY, SHE DISCUSSES AN ISSUE
10 THAT SHE CALLS AN "OPERATIONAL DISAGREEMENT" BETWEEN AT&T
11 AND BELLSOUTH. THE ISSUE CONCERNS HOT CUTS THAT INVOLVE
12 INTEGRATED DIGITAL LOOP CARRIER ("IDLC"). PLEASE DESCRIBE THE
13 ISSUE.
14

15 A. BellSouth has had discussions with AT&T, various state public service commissions, and
16 the FCC concerning this issue. The core of the issue is as follows: conversions that
17 involve IDLC facilities should not be worked as time-specific hot cuts, but rather should
18 have a four-hour window to start the conversion. The nature of an IDLC conversion
19 many times requires a dispatch of a BellSouth field technician assist in the conversion. It
20 is sometimes difficult to have a field technician in place to perform a time-specific hot
21 cut given the various demands on the technician's time. Southwestern Bell Corporation
22 ("SBC") accounts for this difficulty in its FCC-approved performance measurements and
23 excludes all IDLC conversions from its hot cut measurements. Basically, this means that
24 only central office conversions (that is, those that do not require the dispatch of a field
25 technician) are counted in the measurement. AT&T, not surprisingly, was opposed to

1 this exclusion. In an effort to compromise, BellSouth proposed that the IDLC
2 conversions be measured as non time-specific conversions within a four-hour window.
3 In addition, BellSouth also proposed that if AT&T's customer could not accommodate a
4 four-hour window, AT&T could notify BellSouth on the concurrence call and BellSouth
5 would work the order as time-specific.

6
7 Q. DOES IT SEEM STRANGE TO YOU THAT MS. BERGER WOULD RAISE THIS
8 ISSUE IN THIS PROCEEDING?

9
10 A. Yes it does, given that BellSouth and AT&T are still discussing this issue and BellSouth
11 has made no change whatsoever to its current measurements or process. BellSouth has
12 been, and still is, counting IDLC hot cuts as time-specific if so ordered by the CLEC.
13 Despite Ms. Berger's characterization, this certainly does not constitute an "operational
14 disagreement" between AT&T and BellSouth given that no change in the process, or
15 measurement, has been implemented.

16
17 Q. IN LIGHT OF MS. BERGER'S TESTIMONY ON HOT CUTS, DO YOU STILL
18 CONTEND THAT BELL SOUTH IS IN COMPLIANCE WITH CHECKLIST ITEM 4?

19
20 A. Absolutely. BellSouth has processes and procedures in place (that were agreed to with
21 AT&T) to provide hot cuts at an acceptable level of quality and with a minimum of
22 service disruption. The testimony of Alphonso Varner describes BellSouth's
23 performance for hot cuts in Kentucky. The best Ms. Berger could do was to argue that
24 BellSouth "might" not comply with the requirements of the MOU. This hypothetical
25 complaint is certainly not grounds to deny BellSouth's application for long distance

1 relief.

2

3 Q. ON PAGES 34-35 AND 39-40 OF MS. BERGER'S TESTIMONY, SHE ALLEGES
4 THAT BELLSOUTH CONTINUES TO BILL END USERS WHO HAVE PORTED
5 THEIR NUMBERS TO AT&T. WOULD YOU ADDRESS THIS?

6

7 A. Yes. BellSouth recently uncovered a problem with over 300 telephone numbers in
8 Kentucky that AT&T had ported. Upon investigation, BellSouth found that AT&T had
9 sent LSRs to BellSouth using a Company Code that was valid for AT&T in Kentucky.
10 However when AT&T submitted the Create SV messages to the Number Portability
11 Administration Control ("NPAC"), AT&T used a different Company Code that was not
12 valid for use by AT&T with BellSouth in Kentucky. AT&T further submitted Activate
13 SV messages to complete the ports despite receiving a conflict message from NPAC.
14 The use of the incorrect code by AT&T prevented BellSouth from recognizing that the
15 numbers had been ported. The residential end users in these cases were able to receive
16 calls because BellSouth had applied triggers to these lines when the LSRs were
17 submitted. However, billing would have continued to the end user on the BellSouth lines
18 since BellSouth had not received a valid message indicating that the numbers had been
19 ported. Because of this, disconnect orders for these customers had not been issued.

20

21 When BellSouth determined the cause of the problem, BellSouth notified AT&T that
22 AT&T's use of the incorrect Company Code had caused the double billing to AT&T's
23 customers. BellSouth also notified AT&T that AT&T would have to resolve the conflict
24 of Company Codes in NPAC to match the code that had originally been submitted on the
25 LSRs. Despite this notification, AT&T continued to use the incorrect Company Code for

1 one week after BellSouth had advised AT&T that this was the cause of the problem. The
2 LSRs for a large portion of these end users were more than 30 days old, which would
3 require AT&T to resubmit them in order to get the disconnect orders issued. However,
4 BellSouth advised AT&T that if AT&T would provide written authorization and a list of
5 the numbers, BellSouth would issue the disconnect orders for these end user accounts
6 without AT&T having to resubmit the LSRs. Further, BellSouth advised AT&T that
7 BellSouth would stop the billing effective with the date that the numbers were originally
8 ported by AT&T. BellSouth did not want to make the end users suffer for AT&T's
9 mistakes. BellSouth does intend to submit a bill to AT&T for the time between the
10 original port date and the date that AT&T corrected the Company Code in NPAC. In
11 spite of the fact that AT&T's errors were the cause of these problems and in spite of the
12 fact that BellSouth will stop the billing for the end users effective with the original port
13 date, AT&T continues to try to place the blame for this problem on BellSouth.

14
15 LINE SHARING - NGDLC

16
17 Q. MR. TURNER, TESTIFYING ON BEHALF OF AT&T, ON PAGE 26 OF HIS
18 TESTIMONY, STATES THAT BELLSOUTH WILL NOT CONSIDER THE OPTION
19 TO ALLOW CLECS TO INSTALL INTEGRATED SPLITTER/DSLAM CARDS INTO
20 DSLAM-CAPABLE BELLSOUTH REMOTE TERMINALS TO FACILITATE
21 REMOTE SITE LINE SHARING. PLEASE COMMENT.

22
23 A. The line card to which Mr. Turner refers provides not only voice functions but Digital
24 Subscriber Line Access Multiplexer ("DSLAM") functions as well. The FCC has
25 defined the DSLAM as part of the packet switching network. Thus, what Mr. Turner

1 really wants is to impose an obligation that BellSouth provide unbundled packet
2 switching despite the fact that the FCC has already addressed this very situation and
3 declined to impose such a duty except in limited situations.

4
5 The dual-purpose line card at issue will, at present, only function in specially equipped
6 Next Generation Digital Loop Carrier (“NGDLC”) systems. Although approximately
7 seven (7) percent of BellSouth’s access lines are served by NGDLC systems, except for a
8 very small number of systems used for technology testing, none of these systems have
9 ever been equipped with the necessary functionality to make use of dual purpose line
10 cards.

11
12 Allow me to explain further. There can be no serious dispute that FCC rules do not
13 require BellSouth to provide CLECs with the right to specify the type of line cards to be
14 placed in BellSouth’s DLC systems. Requiring BellSouth to provide CLECs with the
15 opportunity to utilize dual-purpose line cards would result in BellSouth providing
16 unbundled packet switching, because this line card provides the functionality of a
17 DSLAM. The FCC has defined the DSLAM as one element in a packet switching
18 network. The FCC has also said that incumbents are not required, unless four conditions
19 are met, to provide unbundled packet switching. FCC Rule 51.319. The use of the DLC
20 line card would require BellSouth to provide unbundled packet switching even in cases
21 where it has no such obligation under the FCC's rules. The use of this dual purpose card
22 requires (in most cases) that the DLC system be equipped with two different bit streams
23 forward to the central office – that is, one bit stream for the voice traffic (in Time
24 Division Multiplexing mode) and another for the data traffic (in Asynchronous Transfer
25 Mode).

1 Q. PLEASE EXPLAIN WHY THE USE OF THIS NEW TYPE DLC LINE CARD IN
2 LINE SHARING ARRANGEMENTS WOULD HAVE THE EFFECT OF
3 BELL SOUTH'S PROVIDING UNBUNDLED PACKET SWITCHING ON BEHALF
4 OF THE CLEC.

5
6 A. If BellSouth were required to use such a DLC line card in the line sharing situation, the
7 line card providing the two functions would be connected to an Asynchronous Transfer
8 Mode ("ATM") "virtual circuit" over which the data traffic would be carried. The ATM
9 virtual circuit would then have to be connected to an ATM switch so that the CLECs'
10 data signals could be separated from each other and from BellSouth's data signal. This is
11 necessary because different carriers employ different data backbone networks. The ATM
12 switches would separate the various data signals (based on packet header information)
13 and send the packets forward to the intended data network provider. Thus, the ATM
14 "pipe" carrying all of the ATM virtual circuits (both BellSouth's and the CLECs') from
15 the DLC would have to be connected to an ATM switch. The ATM switch then switches
16 the traffic to the proper destination based on the packet header information so that a given
17 CLEC's data traffic could be placed on a separate ATM virtual circuit going to that
18 CLEC's network, while BellSouth's data traffic would be sent on to BellSouth's network.
19 As a result, BellSouth would be performing this packet switching function within its
20 ATM switch in addition to performing the functions at the DLC remote terminal on
21 behalf of the CLEC.

22
23 Q. WOULD YOUR ANSWER CHANGE IF THE CLECS WERE RESPONSIBLE FOR
24 INSTALLING THE DUAL PURPOSE CARD INSTEAD OF THE INCUMBENT?

25

1 A. No. First of all, there is no precedent for the CLECs installing equipment in BellSouth's
2 equipment. To do so would be neither collocation nor interconnection. Instead, it would
3 amount to joint operation of equipment between the incumbent and the CLEC. There
4 would also arise operational problems from such a practice. Second, such a practice
5 would create problems related to network reliability and security because the CLEC
6 would be placing and removing DLC cards within BellSouth's DLC equipment, perhaps
7 without BellSouth's knowledge. Third, keeping accurate inventory records of which card
8 slots were in use or spare would be difficult or impossible.

9
10 Q. ON PAGE 26 OF HIS TESTIMONY, MR. TURNER ALLEGES THAT
11 BELL SOUTH'S POSITION ON NGDLC MEANS THAT BELL SOUTH WILL ONLY
12 PERMIT CLECS TO LINE SHARE OVER COPPER FACILITIES. DO YOU AGREE?

13
14 A. No. AT&T has a number of options by which it may serve its customers. For example,
15 AT&T could collocate its DSLAM in BellSouth's remote terminal, acquire the unbundled
16 loop distribution sub-loop element, and acquire unbundled dark fiber from BellSouth and
17 serve its customers accordingly. Another option would be for AT&T to self-provision its
18 own fiber optic cable, install its DSLAM in its own cabinetry rather than the remote
19 terminal, and acquire only the unbundled loop distribution sub-loop element in order to
20 serve its customers. In no way is AT&T foreclosed from serving its end user customers
21 regardless of whether or not those customers are served over copper loops.

22
23 Q. IS BELL SOUTH IN COMPLIANCE WITH SECTION 271?

24
25 A. Yes. BellSouth is not obligated to unbundle packet switching (except in very limited

1 circumstances which do not currently apply anywhere in Kentucky); thus, BellSouth is
2 not obligated to allow CLECs to place line cards in BellSouth’s DSLAMs. BellSouth is
3 in compliance with all of the requirements of Checklist Item 4.

4
5 **CHECKLIST ITEM 5: LOCAL TRANSPORT**

6
7 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

8
9 A. No, I do not.

10

11 **CHECKLIST ITEM 6: LOCAL SWITCHING**

12

13 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

14

15 A. No, I do not.

16

17 **CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE AND OPERATOR CALL**

18 **COMPLETION**

19

20 **CUSTOMIZED OPERATOR SERVICES AND DIRECTORY ASSISTANCE (“OS/DA”)**

21 **ROUTING**

22

23 Q. AT&T IS THE ONLY PARTY THAT COMPLAINS ABOUT CUSTOMIZED
24 ROUTING. HAS BELLSOUTH ADDRESSED ALL OF AT&T’S ISSUES DIRECTLY
25 WITH AT&T?

1 A. Yes, BellSouth has addressed these issues both directly with AT&T and in multiple
2 arbitration proceedings, including proceedings before this Commission in Kentucky Case
3 No. 465. Orders have been issued from other state regulatory bodies (Georgia Docket
4 No. 11901-U, Florida Docket No. 000731-TP) that confirm that BellSouth has met its
5 obligations and does provide customized routing capability in compliance with the FCC's
6 order. In fact, in its Order in the recent arbitration case between BellSouth and AT&T
7 this Commission affirmed that BellSouth has met its obligation to provide customized
8 routing by stating "This Commission will not order BellSouth to offer OS/DA access as a
9 UNE at this time."

10

11 Q. PLEASE SUMMARIZE THE STATUS OF NEGOTIATIONS BETWEEN AT&T AND
12 BELLSOUTH REGARDING CUSTOMIZED ROUTING VIA THE LINE CLASS
13 CODE ("LCC") METHODOLOGY.

14

15 A. BellSouth and AT&T have negotiated customized routing throughout AT&T's arbitration
16 processes in the BellSouth region. The issues associated with customized routing using
17 the LCC methodology can be separated into two categories: the programming of a default
18 plan to provide Operator Services/Directory Assistance ("OS/DA") to the majority of
19 AT&T's end users, and the methodology needed to route the exceptions to the default.
20 As I discussed in my direct testimony, BellSouth and AT&T have reached agreement on
21 a procedure that would entail one default routing plan per state that would include
22 multiple preassigned routing options. The multiple routing options will be built into the
23 BellSouth switches where CLEC service is requested. The BellSouth switch will be able
24 to route the OS/DA traffic for AT&T end users to different platforms, as prescribed by
25 AT&T. The routing as prescribed by AT&T will be the default routing for its end users

1 in each of those classes of service. It is unclear why Mr. Bradbury continues to state that
2 AT&T is unable to provide customized routing using the LCC methodology because he
3 was an active participant in the negotiations that yielded the agreements reached
4 concerning implementation of a statewide default plan.

5
6 Q. ON PAGE 136 OF HIS TESTIMONY, MR. BRADBURY STATES THAT
7 BELLSOUTH IS ONLY WILLING TO PROCESS ONE "DEFAULT" ROUTING
8 OPTION PER STATE BASED ON THE CLEC'S "FOOTPRINT" ORDER. PLEASE
9 COMMENT.

10
11 A. Given the interconnection agreement language recently negotiated and agreed to by
12 AT&T and BellSouth, I believe all issues associated with customized routing and OS/DA
13 have been resolved. If AT&T requests multiple customized OS/DA routing options in an
14 end office and the appropriate LCCs have been established, AT&T may order for an end
15 user an OS/DA branding option other than the established default plan by providing an
16 indicator identifying the specific routing to be used (Unbranded, Custom Branded, Self
17 Branded). This indicator shall be five a character Selective Routing Code provided by
18 BellSouth to AT&T and it shall be listed behind the ZSRC Field Identifier ("FID") in the
19 feature detail section of the LSR when ordering.

20
21 As I stated in my direct testimony, BellSouth's ordering mechanism is in compliance
22 with FCC requirements. In the *Second Louisiana Order*, the FCC discussed the CLECs'
23 ability to route its customers' calls. Specifically, the FCC held that "BellSouth should
24 not require the competitive LEC to provide the actual line class codes, which may differ
25 from switch to switch, if BellSouth is capable of accepting a single code region-wide."

1 *Second Louisiana Order*, ¶ 224. In compliance with this obligation, BellSouth will
2 implement one routing default pattern per region for a CLEC's customers. In addition,
3 although it is not required to do so, BellSouth voluntarily will provide a single routing
4 pattern on a statewide basis. This single default routing pattern (whether region-wide or
5 state-wide) can include routing to a BellSouth platform (branded or unbranded), a CLEC
6 platform, or a third-party platform.

7
8 Q. ON PAGE 137 OF HIS TESTIMONY, MR. BRADBURY STATES THAT
9 BELLSOUTH'S METHODS AND PROCEDURES FOR CUSTOMIZED ORDERING
10 ARE INSUFFICIENT AND INADEQUATE. PLEASE RESPOND.

11
12 A. As Mr. Bradbury states, BellSouth has provided information on its CLEC information
13 website that will enable AT&T to order customized routing. The CLEC Information
14 Package for Selective Call Routing Using Line Class Codes referenced by Mr. Bradbury
15 was updated (Version 2) on July 13, 2001
16 (<http://www.interconnection.bellsouth.com/guides/>), and is attached as Exhibit WKM-10.
17 The package includes the ordering information AT&T would need to utilize customized
18 routing. Prior to the posting of the information package, detailed ordering procedures
19 were provided to AT&T, and were concurred in by AT&T, as a result of the agreements
20 reached concerning the default plan discussed above. I personally emailed that
21 information to Mr. Bradbury when agreement was reached and have attached the
22 information provided to AT&T as Exhibit WKM-11. Additionally, BellSouth posted an
23 information package to the same website on April 30, 2001, which details customized
24 routing available using the Advanced Intelligent Network ("AIN").

1 Q. ON PAGE 138 OF MR. BRADBURY’S TESTIMONY, HE DESCRIBES THE
2 ORDERING INFORMATION THAT ENABLES CLECS TO ORDER CUSTOMIZED
3 ROUTING AS “CONFUSING, INADEQUATE, AND IMPOSSIBLE TO
4 IMPLEMENT.” PLEASE COMMENT.
5

6 A. On July 16, 2001, Mr. Bradbury and I reached agreement on the interconnect agreement
7 regarding how AT&T would prepare its LSR for particular end users requesting
8 customized branding for OS/DA. This agreement settles any remaining dispute between
9 AT&T and BellSouth regarding the ordering of customized OS/DA routing.
10

11 Q. IS BELLSOUTH PROVIDING CUSTOMIZED ROUTING IN ACCORDANCE WITH
12 THE REQUIREMENTS OF THE COMPETITIVE CHECKLIST?
13

14 A. Absolutely. As discussed in my direct testimony, BellSouth provides customized routing
15 via the LCC, AIN, and OLNS applications. These customized routing options are
16 available to CLECs in Kentucky today. BellSouth is in full compliance with Checklist
17 Item 7.
18

19 **CHECKLIST ITEM 8: WHITE PAGES LISTINGS**
20

21 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?
22

23 A. No, I do not.
24
25

1 **CHECKLIST ITEM 9: NUMBER ADMINISTRATION**

2

3 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

4

5 A. No, I do not.

6

7 **CHECKLIST ITEM 10: ACCESS TO DATABASES AND ASSOCIATED SIGNALING**

8

9 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

10

11 A. No, I do not.

12

13 **CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY**

14

15 Q. ON PAGE 36 OF MS. BERGER'S TESTIMONY, SHE CLAIMS "BELLSOUTH HAS
16 A PROCESS PROBLEM THAT CAUSES SOME AT&T CUSTOMERS TO LOSE
17 THE ABILITY TO RECEIVE CALLS FROM BELLSOUTH CUSTOMERS." WHAT
18 PROCESS DOES BELLSOUTH FOLLOW TO ENSURE EFFICIENT PORTING OF
19 NUMBERS?

20

21 A. For the majority of orders involving number portability, BellSouth automatically issues
22 an order that will assign a trigger to a number to be ported, once the LSR has been
23 accepted as complete. BellSouth's process meets or exceeds any national standards for
24 number portability. There are, however, certain directory number types for which the
25 process is incapable of mechanically making the assignment. For those numbers that

1 cannot be handled automatically, such as Direct Inward Dialing (“DID”) to the Private
2 Branch Exchange (“PBX”) referenced by Ms. Berger, BellSouth’s process calls for the
3 formation of a project team to handle the conversion. In addition, BellSouth has
4 established specific project managers to address all AT&T orders that are large and
5 complex in order to ensure accurate, timely conversion.

6
7 Q. WHAT DOES THE PROJECT TEAM DO TO ENSURE THAT COMPLEX ORDERS
8 ARE WORKED PROPERLY AND THAT CONVERSIONS ARE ACCURATELY
9 HANDLED?

10
11 A. When a DID or large number port is requested via the LSR, BellSouth assigns a Project
12 Manager to coordinate the activities necessary to make the number port go as smoothly as
13 possible. The Project Manager determines what BellSouth resources will be needed and
14 makes preliminary scheduling contacts. The Project Manager works with AT&T to
15 reduce potential misunderstanding and is on duty at the time of the scheduled cut to help
16 the process complete successfully. If AT&T requests a delay, the Project Manager will
17 attempt to reschedule the necessary BellSouth resources so that the new cutover time is
18 not delayed or missed. However, proper coverage may not be available at the time the
19 cut actually takes place if AT&T does not provide enough advance warning. This
20 situation can then delay when the orders to disconnect service from BellSouth are
21 actually worked and can therefore lead to a situation where calls will not route properly
22 for a period of time. The BellSouth procedures require the Project Manager to follow up
23 as soon as practical in this situation to complete the disconnect orders so that calls to the
24 newly ported number will be handled correctly. Normally this problem only occurs when
25 a cutover is being made during off hours and, due to the delay, the scheduled BellSouth

1 personnel are not available at the time the cut actually occurs. In those cases the Project
2 Manager will be in touch with the appropriate BellSouth personnel as soon as possible on
3 the next normal schedule to get the work completed. The BellSouth Project Manager is
4 provided to be a resource to be used by AT&T to help make this type of cutover go as
5 smoothly as possible.

6
7 Q. MS. BERGER INDICATES THAT AT&T DEVELOPED A “MANUAL WORK-
8 AROUND” TO DEAL WITH PROBLEMS ASSOCIATED WITH CONVERSION OF
9 COMPLEX CUSTOMERS. PLEASE COMMENT.

10
11 A. BellSouth is unaware of any specific “manual work-around” that AT&T may have
12 developed to work through complex conversions, unless AT&T considers establishment
13 of a project team to work with the BellSouth project team a “manual work-around.”
14 Because some numbers cannot be converted automatically due to inherent technical
15 limitations, such as the DID numbers associated with a PBX referenced by Ms. Berger,
16 BellSouth feels it is necessary to use a hands-on approach to those conversions to assure
17 a successful transition.

18
19 Q. MS. BERGER DESCRIBES THE LOSS OF INBOUND CALLING CAPABILITIES
20 SUFFERED BY AT&T CUSTOMERS TO BE CHRONIC. HAS BELLSOUTH
21 ADDRESSED THE TROUBLES REPORTED BY AT&T?

22
23 A. Yes. BellSouth received a letter from AT&T on August 14, 2000. A response to that
24 letter was sent to AT&T on August 25, 2000, which explained BellSouth’s policy of
25 establishing project management to handle DID conversions, and is attached as Exhibit

1 WKM-12. The response also requested a list of the Purchase Order Numbers (“PONs”)
2 in question to enable the project team to investigate the issues and work through the
3 resolution of the problems. To date, AT&T has not responded to this request and has not
4 provided BellSouth with any additional information. Notably, although AT&T chose to
5 raise the issue with the Commission, it did not provide the Commission with any specific
6 information that would be useful in determining the facts of the situation.

7
8 Q. ON PAGE 7 OF MR. COLEMAN’S TESTIMONY, HE STATES THAT NUMBER
9 PORTING PROBLEMS HAVE IMPACTED OVER 10% OF AT&T’S NEW
10 CUSTOMERS. WHAT ISSUES HAVE SURFACED AS BELL SOUTH HAS
11 INVESTIGATED THE AT&T ALLEGATIONS?

12
13 A. AT&T furnished to the BellSouth AT&T Account Team, and included in a formal
14 complaint to the Kentucky PSC, telephone numbers from Kentucky, that AT&T claimed
15 were experiencing dialing problems after porting from BellSouth. Several problems
16 alleged in the list are the result of AT&T’s erroneous provision of company codes for
17 number porting on its LSRs sent to BellSouth. AT&T used one company code on the
18 LSRs it sent to BellSouth but provided a different company code for those same orders to
19 the Number Porting Administration Center (“NPAC”). AT&T then neglected to send a
20 revised LSR to BellSouth to communicate the change of company code and, as a result of
21 this lack of communication, the BellSouth Gateway System was not updated to match the
22 number port notice provided in the original LSR. To summarize, AT&T criticizes
23 BellSouth for a problem entirely of AT&T’s making.

24
25 Q. WHAT OTHER TYPES OF PROBLEMS WERE DISCOVERED AS BELL SOUTH

1 INVESTIGATED THE LIST OF NUMBERS WITH PORTING PROBLEMS AS
2 SUBMITTED BY AT&T?

3
4 A. One problem concerned a specific AT&T end user's inability to complete calls from an
5 office location and a cell phone to the end user's home number. Based on BellSouth's
6 investigation, it appears that AT&T may not be fully informed about the problem. The
7 home telephone number in question, which AT&T purports cannot be reached from the
8 office telephone or cell phone, is assigned to an AT&T NPA/NXX code and therefore, is
9 not and was not a BellSouth end user. Thus, this telephone number would not have been
10 involved in any number porting from BellSouth's network to AT&T's network. The
11 number provided as the office telephone number is shown in the LNP database as ported
12 to from one AT&T switch to another AT&T switch. Therefore, the call originates and
13 terminates in AT&T's switches and BellSouth is not involved. Several of the problems
14 provided in the list provided are similar to the one just described and cannot be a function
15 of any problems with BellSouth's process for handling number portability because the
16 end users were not served by BellSouth's switches and were not ported from BellSouth's
17 network to AT&T's network.

18
19 Q. ON PAGE 15 OF MR. COLEMAN'S TESTIMONY, HE DISCUSSES A SERIES OF
20 CORRESPONDENCE BETWEEN AT&T AND BELLSOUTH CONCERNING THE
21 PORTING DIFFICULTIES. DID BELLSOUTH ATTEMPT TO INFORM AT&T OF
22 ITS DISCOVERIES AS THE INDIVIDUAL END USER PROBLEMS WERE
23 INVESTIGATED?

24
25 A. Yes, BellSouth told AT&T about the problems resulting from AT&T's use of different

1 company codes on its LSRs and those provided to NPAC on a conference call with
2 Denise Berger and Greg Terry of AT&T on June 15, 2001. During that conference call,
3 BellSouth told AT&T that the porting problems due to the inconsistent company codes
4 could be eliminated altogether were AT&T to correct its procedures.

5
6 Q. DID AT&T REVISE ITS PRACTICES TO CORRECT FOR THE PROBLEMS DUE
7 TO THE INCONSISTENT COMPANY CODES?

8
9 A. Initially, AT&T did not make the necessary corrections to its processes and continued to
10 follow the same faulty practices, thus caused even more problems to its customers. On
11 June 20, 2001 AT&T advised it was changing the company code sent NPAC to match the
12 code used on the LSRs sent to BellSouth. Since NPAC would not be reissuing any
13 information as a result of such a course of action, however, BellSouth asked AT&T to
14 instead reissue LSRs to BellSouth to correct the company code on the affected accounts.
15 AT&T admitted that an AT&T work center representative was responsible for using the
16 incorrect code on the NPAC notices and that the representative would be trained on the
17 correct process. Finally, on July 2, 2001 AT&T sent BellSouth a list of all the numbers
18 that had been incorrectly ported, along with the date when the company code had been
19 changed with NPAC and asked BellSouth to fix the accounts. BellSouth is in the process
20 of manually handling these corrections for over 300 numbers that were incorrectly ported
21 by AT&T rather than continue to request LSRs from AT&T to correct AT&T's errors.
22 Once BellSouth has manually made the corrections from AT&T's list, and assuming
23 AT&T is able to correct its internal process problem, porting problems due to
24 inconsistent company codes should be eliminated.

25

1 Q. HAVE FAILURES IN BELLSOUTH'S METHODS AND PROCEDURES FOR
2 NUMBER PORTABILITY, AS DESCRIBED IN MR. COLEMAN'S TESTIMONY,
3 RESULTED IN PROBLEMS FOR AT&T CUSTOMERS?
4

5 A. No. As described above, AT&T created a problem in Kentucky by using different
6 company codes on the LSRs from the ones used on the NPAC notification. Mr. Coleman
7 implies in his testimony that BellSouth controls the databases and routing of calls to
8 ported numbers in Louisville, when in fact BellSouth, as any other carrier, depends on the
9 data sent from the NPAC to effectuate proper call routing. BellSouth does not own the
10 only database used to determine routing in Louisville. Regardless, the problem described
11 above had nothing to do with the data sent from the NPAC. The data from the NPAC
12 was loaded correctly in the BellSouth LNP Database and was used to route calls to the
13 proper AT&T switch. The problem stems from the inconsistency in the company code
14 information provided to the NPAC compared to the company code information AT&T
15 provided to BellSouth on AT&T's LSRs.
16

17 Q. MR. COLEMAN STATES ON PAGE 14 OF HIS TESTIMONY THAT IMPROPERLY
18 PORTED AT&T NUMBERS CAN BE THE RESULT OF BELLSOUTH'S LNP
19 SYSTEM BEING DOWN. PLEASE COMMENT.
20

21 A. Mr. Coleman implies that BellSouth's LNP Database and/or SMS for LNP was "down"
22 and thereby contributed to the inability of AT&T customers to receive calls, but offers no
23 evidence that in fact this has ever been or is now the case. BellSouth's LNP Database is
24 designed using normal SS7 service protection rules, which means there are two matched
25 LNP Databases, either of which could handle the entire load for Louisville should the

1 other Database be down. BellSouth has not had a situation in Louisville where both LNP
2 databases were down at the same time. The redundant Databases that have been
3 established are working very well to preclude any occurrences such as those erroneously
4 alleged by Mr. Coleman.

5
6 Q. ON PAGE 43 OF MS. BERGER'S TESTIMONY, SHE STATES THAT BELLSOUTH
7 DOES NOT PROVIDE CALLING PARTY IDENTIFICATION DUE TO THE LACK
8 OF TEN DIGIT GLOBAL TITLE TRANSLATION ("GTT") CAPABILITIES IN ITS
9 SIGNALING SYSTEM 7 ("SS7") NETWORK. PLEASE COMMENT.

10
11 A. BellSouth has been in the process of implementing ten-digit GTT since March 2001.
12 AT&T is aware of the implementation schedule, which calls for completion of the update
13 in Kentucky by November 23, 2001. It is unclear why AT&T keeps raising this issue
14 given that it has been resolved.

15
16 Q. ON PAGE 43 OF MS. BERGER'S TESTIMONY, SHE STATES THAT "BELLSOUTH
17 OFFERED ONLY A MANUAL SOLUTION" TO THE PROBLEM. WHAT INTERIM
18 SOLUTION DID BELLSOUTH OFFER AT&T?

19
20 A. BellSouth offered AT&T an electronic solution, which was already being used by two
21 other CLECs. That solution allows AT&T to send a file electronically containing the
22 names of its customers that it wants added to BellSouth's Customer Name ("CNAM")
23 database. This solution was first offered to the Southeastern Competitive Carrier
24 Association ("SECCA"), of which AT&T is a member, in October 1999. Under the
25 solution, AT&T could pass a file that would contain as many names as it wanted to add to

1 the CNAM database and the file would electronically update the BellSouth CNAM
2 database, using the same methodology that BellSouth uses to update the database for its
3 own end users.

4
5 Q. DID AT&T UTILIZE THE ELECTRONIC INTERFACE?

6
7 A. No, AT&T initially indicated it would use the process, but did not submit the necessary
8 paperwork to establish its account. Instead, AT&T insisted that BellSouth manually enter
9 customer names.

10
11 Q. WHAT PROCEDURE IS AT&T CURRENTLY USING IN KENTUCKY TO UPDATE
12 THE CNAM DATABASE?

13
14 A. BellSouth developed an additional solution for AT&T in May 2001 that would enable it
15 to pass a simple text file to BellSouth. BellSouth would then convert the text file to the
16 CNAM file format and load the names into the database. After all was said and done,
17 AT&T has not utilized this process to load the names of any of its customers in Kentucky
18 even though the process is available to AT&T.

19
20 Q. ON PAGE 44, MS. BERGER STATES “AT&T WAS FORCED TO SEEK
21 ASSISTANCE FROM A REGULATORY BODY TO ORDER BELLSOUTH TO
22 PROMPTLY DEVISE A PERMANENT SOLUTION.” PLEASE COMMENT.

23
24 A. Although AT&T filed a complaint with the Tennessee Regulatory Authority (“TRA”)
25 about this issue, BellSouth was well underway with the implementation of its ten-digit

1 GTT effort before AT&T even filed its complaint. BellSouth had, in fact, already
2 implemented a solution with other CLECs as I discussed above. BellSouth completed its
3 implementation of ten-digit GTT in Tennessee before the TRA issued its order that
4 required BellSouth to implement ten-digit GTT, and before the TRA subsequently upheld
5 the order upon BellSouth's appeal to the Authority.

6
7 Q. ON PAGE 46 OF MS. BERGER'S TESTIMONY, SHE CLAIMS THAT AT&T IS AT
8 A COMPETITIVE DISADVANTAGE UNTIL BELLSOUTH COMPLETES ITS
9 IMPLEMENTATION OF TEN DIGIT GTT. IS THIS STATEMENT CORRECT?

10
11 A. Absolutely not. Apparently, AT&T has not always considered this situation to be a major
12 "competitive disadvantage", since it did not store any of its customers' names in any
13 CNAM database until the second half of 2000, in spite of the fact that AT&T began porting
14 numbers from BellSouth in late 1998. Because AT&T chose not to store its customers'
15 names in the CNAM database, even if BellSouth had implemented 10D GTTs in 1998,
16 AT&T customers' names would not have been delivered to BellSouth's Caller ID
17 subscribers until the second half of 2000. AT&T has been provided multiple solutions to
18 load its end user information into the CNAM database, which AT&T has chosen not to
19 utilize in Kentucky. While under no legal or regulatory obligation to do so, BellSouth
20 attempts to provide as many names as possible to its Caller ID subscribers and desires to
21 provide AT&T's customers' names as well. AT&T has used the second process I
22 discussed earlier to store names in the BellSouth CNAM database, but only for a very
23 limited quantity of customers and none of those customers are in Kentucky. If AT&T truly
24 believes it is at a competitive disadvantage if its end users' names are not delivered to
25 BellSouth Caller ID subscribers, it is puzzling why AT&T does not simply utilize the

1 capabilities BellSouth has already provided so that AT&T's customers' names will be
2 loaded into the CNAM database to.

3

4 **CHECKLIST ITEM 12: LOCAL DIALING PARITY**

5

6 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

7

8 A. No, I do not.

9

10 **CHECKLIST ITEM 13: RECIPROCAL COMPENSATION**

11

12 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

13 A. No, I do not.

14

15 **CHECKLIST ITEM 14: RESALE OF THE INCUMBENT LEC'S RETAIL**

16 **TELECOMMUNICATIONS SERVICES AT A DISCOUNT**

17

18 Q. DO YOU HAVE ANY ISSUES TO ADDRESS UNDER THIS CHECKLIST ITEM?

19

20 A. No, I do not.

21

22 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

23

24 A. Yes.