

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REBUTTAL TESTIMONY OF JERRY MURPHY

ON BEHALF OF MCI

DOCKET NO. 961230-TP

NOVEMBER 19, 1996

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Jerry W. Murphy, and my business address is 2250 Lakeside Boulevard, Richardson, Texas 75082.

Q. HAVE YOU PREVIOUSLY FILED DIRECT TESTIMONY IN THIS DOCKET?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

A. My testimony responds to the testimony of Mr. Hunsucker concerning the unbundling of loop distribution facilities and dark fiber, the types of equipment that can be placed in collocation space, and the application of charges for terminating local traffic where MCI's network architecture is different from Sprint's.

Q. DO YOU AGREE WITH MR. HUNSUCKER THAT REQUESTS FOR UNBUNDLING OF LOOP DISTRIBUTION SHOULD BE HANDLED VIA A BONA FIDE REQUEST PROCESS? (PAGES 11-12)

A. No. The bona-fide request process is not a sufficient replacement for contract provisions. Absent specific details on when and under what terms and conditions this element will be made available, there is the opportunity for delay and/or

ACK _____
AFA _____
APP _____
CAF _____
CMU _____
CTR _____
EAG _____
LEG _____
LIN _____
OPC _____
RCH _____
SEC _____
WAS _____
OTH _____

1 DOCUMENT NUMBER-DATE
12361 NOV 19 96
FPSC-RECORDS/REPORTING

1 arbitrary rejection of bona-fide requests. This will greatly impair MCI's ability
2 to plan for the deployment this network element in its network.

3
4 Sprint has acknowledged that they are committed to providing any CLEC with the
5 minimum list of unbundled network elements contained in the FCC's rules. The
6 FCC provided that their minimum list be expanded with additional network
7 elements where the state commissions could determine technical feasibility. There
8 is no question that unbundling of loop distribution is technically feasible in the
9 typical situation in which loop distribution facilities connect with loop feeder
10 facilities at a feeder distribution interface (FDI) or other existing cross-connect
11 point. The type of interconnection arrangement has been in effect in Iowa since
12 1978 between US West and Northwest Iowa Telephone Company.

13
14 To mitigate any possible network security or reliability concerns relating to
15 unbundling of loop distribution, MCI is willing to have all work at the Sprint
16 cross-connect point performed for MCI by Sprint personnel. In the minority of
17 cases in which there is no existing cross-connect point between loop distribution
18 and loop feeder, MCI would be willing to use a bona fide request process for
19 access to unbundled loop distribution.

20
21 Q. DO YOU AGREE WITH MR. HUNSUCKER'S REASONS FOR SPRINT'S
22 REFUSAL TO PROVIDE DIM OR DARK FIBER TO MCI? (PAGES 12-15)

23 A. No. First, let me describe what this element is. Dark fiber is simply the
24 currently unused or "extra" fiber optic strands within a fiber optic cable sheath.
25 This is exactly analogous to the unused strands of copper cable within the

1 traditional copper cable sheaths that Sprint has acknowledged that they will
2 unbundle. Mr. Hunsucker first says that dark fiber is does not meet the FCC's
3 definition of a network element because it is not currently used in the provision
4 of a telecommunications service. Then, Mr. Hunsucker turns around and says that
5 Sprint has deployed fiber in its network to handle existing and forecasted demand
6 -- obviously for additional telecommunications services. While a particular strand
7 of fiber may not be in use today, the fiber facilities have clearly been placed for
8 the purpose of providing telecommunications services and are used for that
9 purpose when demand warrants. If Sprint's logic is followed, would Sprint
10 refuse to provide an unbundled loop to a previously unoccupied home in a
11 subdivision on the grounds that the loop is not currently being used to provide a
12 telecommunications service? This is ridiculous. From an engineering
13 perspective, dark fiber is simply one more element in the transmission hierarchy,
14 and the fact that it is not active at a particular time does not change its character
15 as a facility that is used in the provision of telecommunications service.

16

17 Q. HAVE INCUMBENT LECS PROVIDED DARK FIBER SERVICE IN THE
18 PAST?

19 A. Yes. MCI currently leases dark fiber from many different LECs nationwide
20 which clearly demonstrates technical feasibility. All MCI is requesting is that
21 Sprint treat us equally as it treats itself. When Sprint needs to deploy additional
22 capacity, they assign a small amount of their available dark fiber to that
23 requirement, consistent with the way that all network elements are used.

24

25 Q. WHAT ABOUT MR. HUNSUCKER'S ARGUMENT THAT SPARE FIBERS

1 GENERALLY ARE NOT AVAILABLE IN SUFFICIENT QUANTITIES FOR
2 ALL CLECS AND SPRINT SHOULD NOT BE REQUIRED TO CONSTRUCT
3 NEW FACILITIES TO MEET DEMAND FOR DARK FIBER?

4 A. MCI is not asking Sprint to install new dark fiber where it does not exist today.
5 MCI is only asking that dark fiber be provided, where available, on a first-come,
6 first-served basis. These dark fiber resources need to be treated just like any
7 other limited network resources. Possible limitations on line class codes is not
8 a reason to deny selective call routing to all carriers, and possibly limited
9 availability of NXX codes is not a reason to deny such codes to new carriers.
10 Similarly, possible limitations on availability of dark fiber is not a reason to
11 refuse to unbundle.

12
13 Q. WHAT ABOUT MR. HUNSUCKER'S STATEMENT THAT RESALE OF
14 DARK FIBER PLACES ALL OF THE RISK ON SPRINT?

15 A. I fail to see how the risk issue is any different for dark fiber than for any other
16 unbundled network element. MCI will pay cost-based rates for all unbundled
17 network elements that allow Sprint to recover its costs and earn a reasonable
18 profit. In fact, by selling facilities that are already in place but are currently idle,
19 Sprint improves the utilization of its assets, so the risk to Sprint would appear to
20 be reduced, not increased.

21
22 Q. DO YOU AGREE WITH SPRINT'S POSITION THAT REMOTE DIGITAL
23 LINE UNITS (RDLUs) WILL NOT BE PERMITTED IN COLLOCATION
24 SPACE?

25 A. No. In general, MCI opposes any arbitrary restrictions on telecommunications

1 equipment that can be placed in a collocation space. A collocator should rightly
2 be subject to reasonable space limitations, power use limitations, heat production
3 limitations, etc. So long as the collocator complies with all of these
4 requirements, it should be permitted to use the collocation space in the most
5 efficient manner possible, otherwise Sprint will effectively achieve a "veto
6 power" over MCI deploying the most efficient network it can using modern
7 technology.

8
9 A remote digital line unit (RDLU) is a device that serves two functions. The
10 predominant function is to concentrate signals from unbundled network facilities
11 for transmission to MCI's own switch. In many cases, an RDLU is the most
12 efficient means of providing this loop concentration function. An RDLU also has
13 some switching capability -- for example it can switch calls between two
14 unbundled loops that both terminate on the RDLU, or it can switch calls from an
15 unbundled loop to a specified trunk group, such as a 911 trunk. This provides
16 some measure of redundancy. If interoffice facilities between Sprint's central
17 office and MCI's switch were out of service for any reason, the RDLU could
18 ensure that emergency calls from MCI customers are still routed to the
19 appropriate 911 center.

20
21 Q. DO YOU AGREE WITH SPRINT'S RESTRICTIONS ON CONSTRUCTION
22 OF INTERCONNECT FACILITIES?

23 A. No. Sprint arbitrarily requires that Sprint build a maximum of 50% of the
24 interconnection facilities, or to their exchange boundary, whichever is less. The
25 FCC Order clearly requires Sprint to interconnect with MCI at any technically

1 feasible point, regardless of who provides what. The meet point of the two
2 networks is the "interconnection point" (IP) and each company will compensate
3 the other depending on how much each company provided.

4
5 MCI must be allowed to designate any technically feasible point of
6 interconnection, including: mid-span meets, line-side of local switch; trunk side
7 of local switch, trunk interconnection point for tandem switch; central office cross
8 connect points; out-of-band signaling transfer points; and the points of access to
9 unbundled elements as defined by the FCC and/or the Commission, or as
10 otherwise agreed to by the parties irrespective of whether defined by the FCC
11 and/or the Commission. A mid-span meet does not require each party to
12 physically build its separate segment of a facility. This permits shared ownership
13 of a facility built by one party, with a meet-point denoting where ownership
14 changes and with both parties bearing their proportionate share of the costs.

15
16 Q. DO YOU AGREE WITH MR. HUNSUCKER'S POSITION THAT MCI
17 SHOULD NOT BE COMPENSATED ON A SYMMETRICAL BASIS FOR
18 BOTH TRANSPORT AND TERMINATION UNLESS MCI HAS DEPLOYED
19 BOTH TANDEM AND END OFFICE SWITCHES IN ITS NETWORK?

20 A. Absolutely not. Under Section 51.701 and 51.703 of the FCC Rules, Sprint is
21 required to establish reciprocal compensation arrangements for transport and
22 termination of local traffic. Section 51.701(e) defines reciprocal compensation
23 as an arrangement in which each carrier receives compensation from the other
24 "for the transport and termination" of local traffic which originates on the other
25 carrier's network. Under Sprint's approach, MCI would not receive

1 compensation for tandem transport unless MCI mirrored Sprint's antiquated
2 network architecture instead of deploying the most efficient architecture using
3 today's technology. This ignores the provisions of Sections 51.701(c) and (d)
4 which define transport and termination in terms of the facilities used by the
5 incumbent LEC, or the "equivalent facility" provided by a carrier other than the
6 incumbent.

7

8 Q. IF MCI DOES NOT USE A TANDEM/END-OFFICE SWITCHING
9 HIERARCHY, WHAT IS THE EQUIVALENT FACILITY PROVIDED BY
10 MCI?

11 A. First of all, Mr. Hunsucker testified that "where the CLEC and ILEC provide the
12 same call termination functionality the same compensation rates should be
13 applicable." The purpose and functionality of tandem switches in the old ILEC
14 architecture is to distribute calls to any switch which serves any end user within
15 the tandem serving area. The equivalent facility is whatever facility MCI uses
16 to terminate traffic over a geographic area that is at least as large as the area
17 served by Sprint's tandem. The classic switching hierarchy was dictated by
18 limitations on loop length using copper facilities. This resulted in networks that
19 use a relatively large number of switches positioned very close to the end users
20 of that switch. MCI's network, which uses modern distributed technology,
21 supports much greater serving area with a greater number of subscriber loops per
22 switch.

23

24 Both network architectures take traffic from a point of interconnection and
25 terminate it throughout a wide geographic service area. So long as the territory

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

served by MCI's switch is at least as large as the area served by Sprint's tandem and the subtending end offices, each carrier is using "equivalent facilities" to provide the same function, and each carrier should be entitled to the same compensation. Any other conclusion would only create an incentive to build inefficient networks which would ultimately be detrimental to the consumers of Florida.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.