

**NANCY B. WHITE**  
Assistant General Counsel-Florida

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(305) 347-5558

January 16, 1998

Mrs. Blanca S. Bayó  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 87-1814-TP (Sprint Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Jerry W. Moore and W. Keith Milner, which we ask that you file in the above-captioned matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*Nancy B. White*  
Nancy B. White (Pw)

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU *Stavara, a*
- CTR \_\_\_\_\_
- EMR \_\_\_\_\_ NBWM
- LEA *2*
- LIV *2108* cc: All parties of record
- CO \_\_\_\_\_ A. M. Lombardo
- RCR \_\_\_\_\_ R. G. Beatty
- SEI *1* \_\_\_\_\_ William J. Ellenberg II
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

*Moore*  
DOCUMENT NUMBER-DATE  
**00980** JAN 16 88  
FPSC-RECORDS/REPORTING

*Milner*  
DOCUMENT NUMBER-DATE  
**00981** JAN 16 88  
FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE  
DOCKET NO. 971314-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served  
via U. S. Mail this 16<sup>th</sup> day of January, 1998 to the following:

**Monica Barone  
Staff Counsel-FPSC  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850  
Tel No. (850) 413-6197**

**C. Everett Boyd, Jr.  
ERVIN, VARN, JACOBS & ERVIN  
305 South Gadsden Street  
Tallahassee, FL 32301  
Tel. No. (850) 224-9135  
Fax. No. (850) 222-9164**

  
Nancy B. White (pm)

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BELLSOUTH TELECOMMUNICATIONS, INC.  
DIRECT TESTIMONY OF W. KEITH MILNER  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET ~~00014~~ - TP  
January 16, 1998

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC.

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Director - Interconnection Operations for BellSouth Telecommunications, Inc. ("BellSouth" or "the Company"). I have served in my present role since February, 1996 and have been involved with the management of certain issues related to local interconnection, resale and unbundling.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 27 years and includes responsibilities in the areas of network planning, engineering, training, administration and operations. I have held positions of responsibility with a local exchange telephone company, a long distance company and a research and development laboratory. I have extensive experience in all phases of telecommunications network planning, deployment and operation

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1 (including research and development) in both the domestic and  
2 international arenas.

3

4 I graduated from Fayetteville Technical Institute in Fayetteville, North  
5 Carolina in 1970 with an Associate of Applied Science in Business  
6 Administration degree and later graduated from Georgia State  
7 University in 1992 with a Master of Business Administration degree.

8

9 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC  
10 SERVICE COMMISSION; AND IF SO, BRIEFLY DESCRIBE THE  
11 SUBJECT OF YOUR TESTIMONY.

12

13 A. I testified before the state Public Service Commissions in Alabama,  
14 Florida, Georgia, Kentucky, Louisiana, Mississippi and South Carolina,  
15 the Tennessee Regulatory Authority and the Utilities Commission in  
16 North Carolina on the issues of technical capabilities of the switching  
17 and facilities network, the introduction of new service offerings,  
18 expanded calling areas, unbundling and network interconnection.

19

20 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED  
21 TODAY?

22

23 A. I will present information regarding Issues 2, 4, and 5 of the complaints  
24 filed by Sprint Communications Company Limited Partnership doing  
25 business as Sprint and Sprint Metropolitan Networks, Incorporated

1 (Sprint) in this docket. Mr. Jerry W. Moore of BellSouth will address  
2 Issues 1 and 3.

3

4 Q. WHAT IS BELL SOUTH'S BASIC POSITION REGARDING SPRINT'S  
5 COMPLAINT THAT BELL SOUTH HAS NOT PROVIDED SERVICE TO  
6 SPRINT IN ACCORDANCE WITH APPLICABLE STATE AND  
7 FEDERAL LAWS, RULES, AND REGULATIONS?

8

9 A. Because the overall purpose of the 1996 Act is to open  
10 telecommunications markets to competition, end user access facilities,  
11 such as unbundled loops, are available as a result of the obligations  
12 imposed upon BellSouth under Sections 251 and 252(d), through  
13 successfully negotiated agreements, and as a result of this  
14 Commission's orders in the arbitration proceedings between BellSouth  
15 and certain Alternative Local Exchange Companies (ALECs). BellSouth  
16 has worked in good faith to fulfill its obligations. The vast majority of  
17 issues raised by Sprint are problems that were encountered early on  
18 and which have long since been resolved.

19

20 Sprint raises issues that for the most part occurred early in 1997. These  
21 particular incidents have been discussed at length and where needed,  
22 procedures have been developed or modified to prevent the type of  
23 outages Sprint alleges. To put these incidents into what I believe to be  
24 the proper perspective, I note first that Sprint has come forward with

25

1 details of only a few of its many customers in Florida to which Sprint  
2 claims BellSouth caused service problems.

3

4 Q. HOW MANY ORDERS FOR UNBUNDLED LOOPS HAS SPRINT  
5 PLACED WITH BELLSOUTH?

6

7 A. In Exhibit A to Sprint's Responses of Sprint to BellSouth's First Set of  
8 Interrogatories (1-29) and Request for Production of Documents in this  
9 proceeding, Sprint admits that it has placed a total of 224 orders with  
10 BellSouth between April, 1997 and December, 1997. Sprint comes  
11 forward, however, with alleged problems regarding only a very few of its  
12 orders. Further, in at least some of the cases cited, Sprint's actions  
13 contributed to any problems the customers experienced. I will discuss  
14 the specifics of these problems later in my testimony.

15

16 BellSouth stands ready to provide all of the items in its interconnection  
17 agreement with Sprint. BellSouth admits its part in certain "start-up"  
18 problems and has taken appropriate action not only to resolve the  
19 individual cases, but also to correct any underlying procedural problems.  
20 Just as was the situation I observed following Divestiture, with  
21 experience, existing methods were adapted and improved plus new  
22 arrangements were developed and perfected, through the cooperative  
23 problem solving of the parties. That is the process at work in this new  
24 environment of local competition. BellSouth is fully committed to the

25

1 continued, cooperative efforts that have to date resulted in significant  
2 progress and which have enabled meaningful local competition.

3

4 **Issue 2: (Complaint paragraphs 41-54), Has BellSouth identified**  
5 **provisioning problems in a timely manner to enable Sprint to meet**  
6 **customer due dates at parity with the service provided by**  
7 **BellSouth to its retail customers?**

8

9 Q. WHAT IS BELL SOUTH'S POLICY REGARDING NOTIFICATION TO  
10 SPRINT UPON DISCOVERING THAT PROVISIONING PROBLEMS  
11 MAY PREVENT BELL SOUTH FROM MEETING REQUESTED DUE  
12 DATES?

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14 A. On unbundled loop conversions, Sprint is notified by the BellSouth  
15 Project Manager assigned to Sprint as soon as it is apparent that a due  
16 date is in jeopardy. On many occasions, although the orders were  
17 placed in "facility jeopardy", BellSouth used its best efforts to resolve the  
18 problem that caused the due date jeopardy in time to make the originally  
19 requested due date.

20

21 Q. WHAT IS YOUR RESPONSE TO SPRINT'S ALLEGATIONS THAT  
22 BELL SOUTH FAILED TO IDENTIFY SITES WHERE FACILITIES  
23 UPGRADES HAD TO BE COMPLETED PRIOR TO INSTALLATION OF  
24 THE SERVICES REQUESTED BY SPRINT'S CUSTOMERS?

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A. BellSouth denies Sprint's allegations. The following are BellSouth's analyses of specific Sprint Purchase Order Numbers (PONs). These analyses clearly show, in many cases, Sprint's contribution to any customer service problems encountered.

**PON N001895 - (Customer A)** Sprint's order requesting two Primary Rate ISDN Access Lines was received by BellSouth on April 4, 1997, and a Firm Order Confirmation (FOC) was sent by FAX to Sprint on April 10, 1997. A mechanized FOC, which was delayed due to pending facilities (PF) and Local Carrier Service Center (LCSC) workload at the time, was sent to Sprint on April 23, 1997. BellSouth notified Sprint that facilities construction was required to add field repeaters to these circuits on that same date. Further delays to completion of this order ensued due to defective pairs at BellSouth's remote terminal. This problem, of which BellSouth was not aware, was not and could not have been discovered until the date of the cutover. Circuits were installed and accepted by Sprint on May 12, 1997. This order was delayed from its originally scheduled dates due to the lack of available facilities, a condition BellSouth could not have been aware of at the time the original due date was set

**PON N004310 - (Customer B)** The original order was received in the Local Carrier Service Center (LCSC) on April 14, 1997, with a customer desired due date of April 29, 1997. BellSouth Special Services



1 Installation & Maintenance (SSI&M) completed work on May 30, 1997.  
2 On June 16, 1997, there was no dial tone on the circuit to Sprint's  
3 switch. Sandy Skaggs (Sprint) advised that their internal engineering  
4 had not been received or processed. On June 20, 1997, Sprint was  
5 advised that the Connecting Facility Assignment (CFA) provided earlier  
6 to BellSouth by Sprint was incorrect and a corrected assignment from  
7 Sprint was needed. On June 24, 1997, there was still no dial tone from  
8 Sprint's switch on the circuit. On June 24, 1997, Mary Ann (Sprint)  
9 advised BellSouth that the power supply for Sprint's transmission  
10 equipment was on back order. Sprint changed the due date to June 25,  
11 1997. Nonetheless, the order was completed and accepted by Mary  
12 Ann (Sprint) on June 25, 1997. This order was delayed from completing  
13 on its originally scheduled dates due entirely to Sprint's problems and  
14 errors.

15  
16 **PON N005750 - (Customer C)** Sprint originally ordered 10 unbundled  
17 loops from the Sprint switch located at 200 E. Robinson Street in  
18 Orlando. The original order was received on April 18, 1997, and a Firm  
19 Order Confirmation (FOC) was sent to Sprint on April 21, 1997. When  
20 BellSouth attempted to design circuits, it was determined that the  
21 existing facilities were at full capacity. The existing facilities consisted of  
22 a 400 pair Digital Loop Carrier (DLC) system. Sprint had installed  
23 approximately 350 loops and assumed approximately 50 pairs were still  
24 available. However, each time Sprint turned up an ISDN loop, it would  
25 take up double the capacity of a basic loop resulting in exhausted

1 capacity. When this was discovered, BellSouth and Sprint discussed  
2 several options.

3

4 On May 1, 1997, Sprint agreed to order a LightGate 1 System (DS3) for  
5 growth. DS1 service is a high capacity transmission facility operating at  
6 1.544 megabits per second (1.544 Mb/s). DS3 service is a high  
7 capacity transmission facility operating at 45 megabits per second (45  
8 Mb/s). This process took about 10 days. BellSouth provided the  
9 LightGate 1 System facilities and was ready to turn up service on May  
10 12, 1997, but Sprint did not have the appropriate transmission  
11 equipment for service at that time. Customer loops were subsequently  
12 delayed pending Sprint provisioning its DS1 and DS3 facilities. As a  
13 result, a supplemented order from Sprint was received by BellSouth on  
14 Thursday, May 29, 1997, and an FOC was sent to Sprint on Monday,  
15 June 2, 1997. On June 2, 1997, Sprint supplemented the order to move  
16 the service from 200 E. Robinson to 45 N. Magnolia. Sprint also  
17 assigned these circuits to their newly installed DS1 facilities at Magnolia  
18 Street. On June 11, 1997, BellSouth notified Sprint that Sprint had  
19 erroneously assigned two of these circuits to working DS1 channels.  
20 Circuits were redesigned, installed, and accepted by Sprint on June 12,  
21 1997. Here again, the original due date was missed because of Sprint's  
22 problems and errors.

23

24 **PON N000255 - (Customer D)** This order was to install two (2) new  
25 high capacity circuits. The original order was received by BellSouth on

1 April 18, 1997, with a customer desired due date of April 25, 1997. On  
2 April 21, 1997, Linda Dunn (Sprint) called BellSouth to advise that the  
3 Connecting Facility Assignment (CFA) was wrong and subsequently  
4 supplemented the order to change the due date to April 28, 1997. On  
5 April 22, 1997, BellSouth requested the correct address from Sprint. On  
6 April 28, 1997, Linda Dunn (Sprint) supplemented the order again to  
7 correct the CFA. Sprint incorrectly alleges that BellSouth disconnected  
8 the customer's service on May 4, 1997. BellSouth completed its portion  
9 of required work based on the due date Sprint had earlier specified.  
10 Following BellSouth completing its part of the work to move this  
11 customer, Sprint apparently failed to move its customer from the  
12 BellSouth facility to the Sprint facility on that date. Thus, inaction by  
13 Sprint resulted in its customer being out of service on May 4, 1997. On  
14 May 6, 1997, Sprint once again supplemented the order to change the  
15 due date to May 7, 1997. Because BellSouth completed its work on the  
16 date requested, it was Sprint's inaction that caused this customer to be  
17 disconnected in error.

18  
19 **PON PARK.DSO1 through PARK.DSO4 - (Customer E)** BellSouth  
20 admits it disconnected this customer in error. However, Sprint  
21 contributed to this by supplementing the order several times to change  
22 the Connecting Facility Assignments (CFAs). BellSouth's records  
23 indicate that the customer was disconnected at 8:00 AM EDT and  
24 service was restored at 9:15 AM EDT. Details of Sprint's repeatedly  
25

1 changing and clarifying the information contained in Sprint's order to  
2 BellSouth are shown below:

3  
4 Note that "DSO1", "DS02", "DS03" and "DS04" are Sprint's terminology  
5 for a basic unbundled loop to customer at a common location. The part  
6 of this order referred to as DS01 was supplemented by Sprint on July 2,  
7 1997, July 7, 1997, and July 8, 1997. The FOC on the last  
8 supplemented order was sent to Sprint on July 9, 1997.

9  
10 The parts of this order referred to as DS02 and DS03 were sent back to  
11 Sprint for CFA clarification on June 24, 1997. Sprint corrected and  
12 clarified its orders on June 27, 1997 and BellSouth sent the FOC on that  
13 same date.

14  
15 The part of this order referred to as DS04 was sent back to Sprint for  
16 CFA and address clarification on June 24, 1997. Sprint clarified its  
17 order on July 2, 1997 and BellSouth sent the FOC on that same date.  
18 BellSouth admits its part in the service problem this customer  
19 encountered, but believes Sprint's continually changing its request  
20 contributed significantly to an unfortunate misunderstanding.

21  
22 **PON N008867 - (Customer F)** This order was initially received by  
23 BellSouth on August 6, 1997 and BellSouth sent the FOC to Sprint on  
24 August 7, 1997 with a due date of August 11, 1997. On August 8, 1997,  
25 the BellSouth Unbundled Network Element Center (UNE Center)

1 technician called Sprint to pre-test the circuits. The Sprint central office  
2 technician was not aware of the order. On August 11, 1997, at 5:08 PM  
3 EDT, there still was not dial tone on the circuit to the Sprint switch.  
4 Nonetheless, the order was completed and accepted by Alameda (Sprint)  
5 on August 12, 1997. Here again, Sprint's not being ready to test the  
6 circuit to its switch resulted in the originally scheduled due date being  
7 missed.

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9 **PON N008866 - (Customer F)** This order was for one new DS1 facility  
10 for the same end user customer as for PON N008867 discussed earlier.  
11 The original due date was August 12, 1997 and this date was set before  
12 BellSouth determined that construction work was required. A BellSouth  
13 construction job was required to condition cable pairs to accommodate  
14 the requested DS1 service and to secure necessary permits. Despite  
15 the labor intensive nature of the work required, the order was completed  
16 on August 15, 1997.

17

18 Q. WHAT IS YOUR RESPONSE TO SPRINT'S ALLEGATION THAT  
19 BELLSOUTH HAS FAILED TO IDENTIFY FACILITIES NEEDED TO  
20 PROVISION AN ORDER UNTIL AFTER A FIRM ORDER  
21 CONFIRMATION (FOC) HAS BEEN SENT AND THAT BELLSOUTH  
22 HAS BEEN RELUCTANT TO PROVISION SPRINT ORDERS WHERE  
23 CERTAIN NETWORK EQUIPMENT CONFIGURATIONS EXIST  
24 WITHIN BELLSOUTH'S PHYSICAL FACILITY NETWORK?

25

1 A. BellSouth denies Sprint's allegation. The only problem of which  
2 BellSouth is aware is for PON N002126. The following analysis of  
3 Sprint's PON will demonstrate that Sprint's own internal operations and  
4 failure to achieve a clear understanding of their client's needs were the  
5 primary cause of the service delay even though BellSouth  
6 acknowledges that construction of facilities was required to properly  
7 respond to Sprint's order:

8  
9 **PON N002126 - (Collegiate Village Inn)** This customer was originally  
10 scheduled to be cutover from BellSouth to Sprint on March 12, 1997.  
11 When Sprint issued the orders, BellSouth discovered that this site was  
12 fed by Integrated Digital Loop Carrier (IDLC), which cannot be used to  
13 provide an unbundled loop. The alternatives explored were to move the  
14 loops to Universal Digital Loop Carrier (UDLC), which is also referred to  
15 as "non-integrated digital loop carrier", or to move the requested loops  
16 from the IDLC equipment onto copper cable pairs. In this case, neither  
17 option was available. Once BellSouth determined that there were no  
18 spare facilities, BellSouth advised Sprint that BellSouth would have to  
19 build new facilities to the customer site. On March 12, 1997, in a  
20 meeting with Sprint in Orlando, BellSouth discussed a possible solution  
21 that would allow BellSouth to re-use the IDLC pairs by "mapping" the  
22 pairs through BellSouth's Digital Cross-connect System (DCS).  
23 BellSouth agreed during that meeting to investigate this new alternative  
24 On April 3, 1997, the end user customer called BellSouth's President's  
25 office in Florida to complain about the delays. On April 4, 1997 after

1 another conference call, BellSouth told Sprint that its analysis work was  
2 not yet complete and thus BellSouth still was not sure how to provision  
3 the orders. As an alternative, Steve Crowe (Sprint) agreed to order a  
4 DS1 facility from the Sprnt switch to the Collegiate Village Inn.  
5 BellSouth believed this would resolve the facility shortage, but later  
6 learned that Sprint still wanted BellSouth to provide eleven (11) loops  
7 through the DCS. The eleven (11) line cutover was scheduled to occur  
8 on April 22, 1997. Despite the fact that BellSouth could not  
9 automatically provision the orders through its engineering and  
10 assignment systems, BellSouth built a spreadsheet and worked from  
11 that document to provision the service.

12  
13 On April 22, 1997, BellSouth activated the conference bridge at 10:00  
14 AM, as requested by Sprint. Sprint advised BellSouth that the customer  
15 had only now realized that it needed a Channel Service Unit (CSU) for  
16 the newly installed DS1. A CSU is customer premises equipment.  
17 BellSouth agreed to re-convene at 12:30 PM. By 12:30 PM, a CSU was  
18 installed but the Sprint switch would not interact with it. By 4:30 PM,  
19 Sprint abandoned the cutover and asked that BellSouth re-schedule it  
20 for the following day. At 11:30 AM on April 23, 1997, BellSouth re-  
21 convened the confererence bridge only to discover that the wrong type  
22 CSU had been installed by Sprint. At 11:50 AM, BellSouth was asked to  
23 call back at 1:15 PM. Sprint had to order a new CSU and asked that  
24 BellSouth reschedule the cutover for April 30, 1997, or May 1, 1997. At  
25 10:00 AM on May 1, 1997, BellSouth mapped the 11 circuits through its

1           DCS and Collegiate Village Inn was successfully cutover. This cutover  
2           was thus delayed eight (8) business days by Sprint's problems and  
3           errors.

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7           **Issue 4: (Complaint paragraphs 55 - 66) Has BellSouth**  
8           **disconnected customers seeking to migrate to Sprint service prior**  
9           **to the designated cutover date?**

10

11 Q.    **WHAT IS BELLSOUTH'S RESPONSE TO SPRINT'S ALLEGATION**  
12        **THAT BELLSOUTH HAS DISCONNECTED CUSTOMERS WHO WERE**  
13        **IN THE PROCESS OF MIGRATING TO SPRINT SERVICE?**

14

15 A.    **Obviously, if Sprint notifies BellSouth too late in the process, customer**  
16        **service may be affected. Nonetheless, BellSouth is aware of only one**  
17        **instance where a customer incurred a service outage and this outage**  
18        **was because of a due date change by Sprint. That outage occurred on**  
19        **July 8, 1997.**

20

21 Q.    **IS BELLSOUTH AWARE OF ANY CONTINUING PROBLEM WITH**  
22        **BELLSOUTH'S DISCONNECTING CUSTOMERS SEEKING TO**  
23        **MIGRATE TO SPRINT SERVICE PRIOR TO THE DESIGNATED**  
24        **CUTOVER DATE AS ALLEGED IN COUNT THREE OF SPRINT'S**  
25        **COMPLAINT?**



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A. No. If, in fact, BellSouth had caused such disconnection of customers, which BellSouth denies, that problem has long since been resolved. In Sprint's response to Item 25 of its "Responses of Sprint to BellSouth's First Set of Interrogatories (1-29) and Request for Production of Documents" in this proceeding, Sprint clearly states that the last such alleged disconnection occurred on July 7, 1997 which BellSouth believes refers to the one incident discussed in my answer to the previous question.

**Issue 6: (Complaint paragraphs 67-78) Has BellSouth caused service interruptions to Sprint customers due to call routing errors, translations problems, or failure to properly implement interim number portability?**

Q. WHAT IS BELLSOUTH'S RESPONSE TO SPRINT'S ALLEGATION THAT BELLSOUTH CAUSED THE INTERRUPTION OF INCOMING AND OUTGOING CALLS OF SPRINT'S CUSTOMERS?

A. BellSouth denies that its actions caused any widespread interruptions that would warrant action by this Commission. BellSouth is aware of only one situation that occurred and for which corrective actions have been completed and implemented. The following paragraphs provide the details of that one situation.

1        During late 1996 and early 1997, on certain conversions of unbundled  
2        loops from the BellSouth switch to the ALEC switch, the ALEC also  
3        requested interim number portability, and problems with porting of the  
4        telephone number occurred due to incorrect settings of the Simulated  
5        Facilities Group (SFG). The SFG is a portion of the translations used by  
6        the switch in processing calls. The maximum number of simultaneous  
7        ported number calls from the BellSouth switch and a given ALEC switch  
8        is controlled by the SFG according to the numeric value assigned to the  
9        SFG during the provisioning process. Thus, the SFG contains a  
10       numeric value that equals the maximum quantity of simultaneous ported  
11       calls from all customers of a given ALEC served by that BellSouth  
12       switch.

13

14       In a few instances, the SFG was incorrectly set to very low values that  
15       restricted the quantity of simultaneous calls that could be ported. As a  
16       result, some ALEC customers complained that they could not be called.  
17       However, the ALEC customer could always make outgoing calls.

18

19       BellSouth solved this problem by instituting special training for  
20       BellSouth's technicians who make changes to the SFG and by having a  
21       special computer message appear to the BellSouth technician informing  
22       him or her of the critical nature of the SFG translation and requesting  
23       that the technician positively affirm the intention to proceed with making  
24       any change to the SFG. The special training for BellSouth's technicians  
25       making these translations changes has also been completed. Since the

1 introduction of the training and associated on-line reminders in 1997.  
2 BellSouth has had no further occurrences of incorrect settings of SFGs  
3 for ALECs.

4

5 Q. WILL SFGs BE USED IN THIS MANNER ONCE PERMANENT  
6 NUMBER PORTABILITY IS IMPLEMENTED?

7

8 A. No. The use of SFGs is an artifact of existing technology capabilities  
9 being adapted to provide for interim number portability. SFGs are not  
10 used in this manner with permanent number portability methods.  
11 BellSouth is aggressively implementing permanent number portability in  
12 accordance with FCC rules. BellSouth is an original member of the  
13 Southeast Region Limited Liability Corporation (LLC) and, along with  
14 other ALEC and Interexchange Carrier (IXC) members, is overseeing  
15 the implementation of the southeast region Number Portability  
16 Administration Center (NPAC) database. With the assistance of the  
17 Florida Public Service Commission's staff and the Georgia Public  
18 Service Commission's staff, the switch selection process has been  
19 completed for Georgia and Florida. In addition, members of the  
20 Southeast Operations Team have met with the staffs of the Tennessee  
21 Regulatory Authority and state Commissions in Louisiana, North  
22 Carolina, South Carolina, Alabama and Kentucky. The Tennessee  
23 Regulatory Authority's, the North Carolina Utility Commission's, and the  
24 Public Service Commission's staffs in Louisiana, and South Carolina

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1 have agreed to perform the function of impartial agent for the switch  
2 selection process in their respective states.

3

4 Q. HOW WILL BELLSOUTH IMPLEMENT PERMANENT NUMBER  
5 PORTABILITY?

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7 A. BellSouth will implement permanent number portability in a phased  
8 manner. Once the southeast regional NPAC database is delivered and  
9 a 30-day inter-company testing period is completed, BellSouth will  
10 implement number portability on a staggered basis throughout the time  
11 period allowed for Phase I. This same approach will be used by  
12 BellSouth for all Metropolitan Statistical Areas (MSAs) in all states that  
13 will be implementing permanent number portability. The switch  
14 selection process for Florida has been finalized. The test plans have  
15 been developed and demonstrate in detail what BellSouth and the  
16 industry will use to test the implementation of permanent number  
17 portability.

18

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20

21 A. Yes.

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25