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BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF W. KEITH MILNER
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 971314-TP
February 6, 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 and unbundling.

Q. ARE YOU THE SAME KEITH MILNER WHO FILED DIRECT
TESTIMONY IN THIS PROCEEDING?

A. Yes.

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

1 A. The purpose of my testimony is to respond to the testimony filed in this
2 docket by Ms. Melissa L. Closz, Ms. Mildred A. Graham and Mr.
3 Richard A. Warner, all of Sprint Communications Company Limited
4 Partnership ("Sprint"), regarding the service Sprint has ordered from
5 and been provided by BellSouth.

6

7 **REBUTTAL TO MS. CLOSZ'S TESTIMONY**

8 Q. ON PAGE 8 OF HER DIRECT TESTIMONY, MS. CLOSZ REFERS
9 TO PROVISIONING PROBLEMS WHICH SHE ALLEGES
10 COMMENCED IN AUGUST 1996. ARE PROBLEMS OCCURRING
11 BEFORE MARCH 21, 1997 OUTSIDE THE SCOPE OF SPRINT'S
12 COMPLAINT?

13

14 A. Yes. Ms. Closz's testimony beginning on line 11 of page 8 and
15 continuing through line 18 of page 9 has no relevance to and no
16 bearing on this proceeding. BellSouth earlier reached a settlement
17 agreement with Sprint regarding actions that occurred on or before
18 March 21, 1997.

19

20 Q. ON PAGE 15 OF HER DIRECT TESTIMONY, MS. CLOSZ STATES
21 "BELLSOUTH HAS REPEATEDLY FAILED TO NOTIFY SMNI
22 [SPRINT] IN A TIMELY MANNER OF FACILITIES ISSUES WHICH
23 PREVENT SMNI FROM MEETING ITS CUSTOMER'S DESIRED DUE
24 DATE." IS SHE CORRECT?

25

1 A. BellSouth can neither confirm nor deny the assertions made by Ms.
2 Closz because her testimony about Sprint's experiences in Florida is so
3 vague. BellSouth will gladly investigate service problems experienced
4 by Sprint's customers. However, without at least some concrete facts
5 such as customer telephone number, Purchase Order Number and
6 date, vague assertions such as those made by Ms. Closz cannot lead
7 to any meaningful analysis or response.

8
9 Further, the only situation Ms. Closz refers to in her letters contained in
10 her exhibits MLC-4 and MLC-8, which are attached to her direct
11 testimony, is a reference to the use of equipment she refers to as
12 Digital Access Cross-Connect mapped Integrated Subscriber Line
13 Concentrator ("DACS mapped Integrated SLC"). I will address that one
14 equipment configuration in the following testimony.

15
16 Q. PLEASE DESCRIBE THE EQUIPMENT ARRANGEMENTS MS.
17 CLOSZ REFERS TO AS DACS MAPPED INTEGRATED SLC.

18
19 A. Ms. Closz refers to the use of two different types of equipment. The
20 first is Digital Loop Carrier (DLC) equipment which she refers to as
21 Subscriber Line Concentration (SLC) equipment. In many cases,
22 instead of using only simple copper facilities, DLC is used in order to
23 improve overall transmission quality. This is accomplished by adding
24 equipment called "loop electronics" to copper facilities which digitizes
25 voice signals and adds any amplification required to ensure high quality

1 service. This equipment is used in the loop portion of the network to
2 concentrate individual subscriber loops onto digitized, high capacity
3 transmission systems. The DLC equipment uses a sampling process
4 to convert analog voice signals into 64 kilobit per second (64 Kbps)
5 digital signals and then combines or "multiplexes" these digital signals
6 together. As used here, multiplexing is the process of taking the
7 individual 64 Kbps digital signals and combining 24 of these individual
8 voice connections into a single 1.544 megabit per second (1.544 Mbps)
9 high speed connection. DLC equipment is further categorized as either
10 "integrated" or "non-integrated". The term "universal" is sometimes also
11 used to refer to "non-integrated" DLC.

12
13 Q. HOW IS INTEGRATED DIGITAL LOOP CARRIER (IDLC) DIFFERENT
14 FROM NON-INTEGRATED DIGITAL LOOP CARRIER?

15
16 A. Integrated DLC (IDLC) terminates directly into the digital switch
17 whereas "non-integrated" DLC terminates into equipment referred to as
18 the Central Office Terminal (COT) at the central office. This produces
19 two positive effects: (1) the cost associated with the additional central
20 office equipment such as the COT is avoided, and (2) no unnecessary
21 conversion from digital back to analog is performed as with "non-
22 integrated" DLC. Because no new digital to analog conversion is
23 performed, a higher quality transmission level is achieved. With IDLC,
24 a multiplexed 1.544 Mbps digital facility (which contains the 24 discrete
25 subscriber loops) is not de-multiplexed back into individual subscriber

1 loops before being connected to the switch. Instead, the single high
2 speed digital facility (that is, the 1.544 Mbps facility) is connected
3 directly to the central office switch. The high speed facility is then de-
4 multiplexed within the switch by converting the single high speed facility
5 into the original 24 individual voice loops for call processing. Thus,
6 unbundling of individual subscriber loops (when those loops are served
7 by Integrated Digital Loop Carrier) poses certain problems.

8

9 Q. WAS NOT THE ISSUE OF LOOP UNBUNDLING IN THE PRESENCE
10 OF IDLC THE SUBJECT OF ARBITRATION BETWEEN BELLSOUTH
11 AND CERTAIN ALTERNATIVE LOCAL EXCHANGE COMPANIES
12 (ALECs) BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
13 (PSC)?

14

15 A. Yes. This Commission heard extensive testimony on this issue (PSC
16 Order 96-1579-FOF-TP and Docket 960833-TP) and found that there
17 are two methods by which loops served by IDLC may be unbundled for
18 ALECs. BellSouth offers unbundled loops to ALECs by both of those
19 methods which are described below:

20

21 Method 1: Where spare copper loop facilities are available from the
22 BellSouth central office to the IDLC remote terminal, BellSouth will
23 remove the individual subscriber loop to be unbundled from the IDLC
24 equipment and connect the loop to a spare physical copper pair at the
25 IDLC remote terminal. The remote terminal equipment is the device

1 that performs the sampling, multiplexing and concentration functions
2 mentioned earlier.

3

4 Method 2: Where the IDLC equipment is of a type referred to as Next
5 Generation Digital Loop Carrier (NGDLC) systems, BellSouth will
6 "groom" the integrated loops to form a virtual Remote Terminal (RT) set
7 up for non-integrated service. In this context, "groom" means to assign
8 certain loops (in the input stage of the NGDLC) in such a way that
9 discrete combinations of multiplexed loops may be assigned to
10 transmission facilities (in the output stage of the NGDLC).

11

12 Q. PLEASE DESCRIBE THE SECOND CATEGORY OF EQUIPMENT
13 MS. CLOSZ REFERS TO, THAT IS THE DIGITAL ACCESS CROSS-
14 CONNECT EQUIPMENT.

15

16 A. BellSouth refers generically to this type of equipment as Digital Cross-
17 connection System (DCS) equipment. DCS equipment allows
18 combinations of multiplexing and demultiplexing of digital signals into
19 higher speed or lower speed transmission facilities. For example,
20 where the 1.544 Mbps digital signals from the IDLC Remote Terminal
21 equipment are connected to DCS equipment, the DCS equipment can
22 demultiplex the signal back into 24 individual subscriber loops. In this
23 way, individual loops served by IDLC may be unbundled.

24

25

1 Q. WAS THE USE OF DCS EQUIPMENT ONE OF THE METHODS BY
2 WHICH THIS COMMISSION ORDERED BELL SOUTH TO PROVIDE
3 LOOP UNBUNDLING WHERE THOSE LOOPS ARE SERVED BY
4 IDLC?
5
6 A. No. First of all, BellSouth has only a very small percentage of its IDLC
7 equipment connected to DCS equipment since the DCS equipment
8 adds back a cost that the use of IDLC was intended to avoid (that is,
9 the cost of demultiplexing equipment in those central offices with digital
10 switching systems). BellSouth volunteered to explore with Sprint the
11 use of DCS equipment, where IDLC equipment is connected to DCS
12 equipment. Obviously, using DCS equipment in this unconventional
13 way requires some work to test the application and develop
14 provisioning and maintenance procedures. It is this very work for which
15 Sprint criticizes BellSouth. Again, I would note that BellSouth
16 volunteered to analyze this use of DCS equipment despite the fact that
17 BellSouth was not required by this Commission during the arbitration
18 proceedings to make unbundled loops available in this manner.
19 Contrary to Ms. Closz's assertion that BellSouth has been "reluctant" to
20 use novel equipment arrangements to serve Sprint's needs, BellSouth
21 has worked in good faith to provide innovative equipment
22 configurations that benefit Sprint and other ALECs.
23
24 To summarize, the only equipment configuration Ms. Closz refers to
25 with any specificity at all in her vague complaint about what she terms

1 **"facilities issues" is the use of DCS equipment used with IDLC**
2 **equipment as discussed above. Instead of being recalcitrant or**
3 **"reluctant" as Ms. Closz terms BellSouth's performance, BellSouth has**
4 **gone beyond its obligations and has cooperated fully with Sprint in**
5 **creating even more ways for ALECs to use unbundled network**
6 **elements to serve their customers. Ms. Closz asks this Commission to**
7 **establish procedures for ALECs to expedite loop order processing and**
8 **an escalation process for ALECs to use. She certainly must be aware,**
9 **however, that BellSouth has already developed and implemented such**
10 **processes by which an ALEC can request expedited treatment of its**
11 **orders. BellSouth has already developed and implemented an**
12 **escalation process to engage BellSouth's managers at all levels in the**
13 **resolution of any problems that occur during provisioning or**
14 **maintenance of services provided to an ALEC.**

15

16 **Q. ON PAGE 18 OF HER DIRECT TESTIMONY, MS CLOSZ STATES**
17 **"SMNI [SPRINT] CUSTOMERS HAVE BEEN SUBJECTED TO**
18 **UNTIMELY DISCONNECTIONS ASSOCIATED WITH THE SERVICE**
19 **CONVERSION PROCESS. ON NUMEROUS OCCASIONS,**
20 **BELLSOUTH HAS BEEN UNABLE TO STOP SERVICE**
21 **DISCONNECTION ORDERS FROM BEING PROCESSED WHEN THE**
22 **CUTOVER TO SMNI SERVICE HAS BEEN DELAYED." IS SHE**
23 **CORRECT?**

24

25

1 A. No. First of all, Ms. Cloz does not provide any specificity as to which
2 customers were allegedly affected or the dates of such alleged
3 disruptions. The very little information contained in the testimony of
4 Sprint's witness Graham that discusses this issue, refers to alleged
5 incidents occurring no more recently than May 23, 1997, over eight
6 months ago. Even if BellSouth had caused this disruption, which
7 BellSouth denies, whatever the source of that problem was, it has
8 apparently long since been resolved. Second, Sprint apparently denies
9 that its actions in any way contributed to any outage that might have
10 occurred. Obviously, if Sprint notifies BellSouth of any delays too late
11 in the service conversion process, customer service may be affected.
12 Nonetheless, BellSouth is aware of only one instance where a
13 customer incurred a service outage because of a due date change by
14 Sprint. That outage occurred on July 8, 1997, over seven (7) months
15 ago.

16
17 Q. YOU STATE THAT SPRINT APPARENTLY DENIES IT PLAYED A
18 ROLE IN ANY DISRUPTION EXPERIENCED BY THE CUSTOMER.
19 DO YOU HAVE ANY SPECIFIC INSTANCES WHERE SPRINT'S
20 ACTIONS OR INACTION CONTRIBUTED TO SERVICE OUTAGES OR
21 MISSED DUE DATES?

22
23 A. Yes. BellSouth is aware of several instances where Sprint was not
24 ready or had incomplete, or incorrect engineering. Following are a few
25 examples:

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- **Customer A:** July 9, 1997, BellSouth personnel attempted to cut 13 lines beginning at 5.00 PM. At 9:15 PM, service was restored back to BellSouth because Sprint could not properly set options at the PBX on the customer's premises to accommodate Direct Inward Dialing (DID) trunks.

- **Customer B:** On July 2, 1997, BellSouth personnel were positioned to cut nine (9) lines beginning at 5:00 PM. BellSouth completed the cut at 5:40 PM, but Sprint reported a ring generator problem. After testing our network for approximately one hour, a problem was discovered, with the assistance of BellSouth's technical support staff, in Sprint's network. Sprint changed out its channel units on the circuits and reset the required settings (options), with input from BellSouth's technical support staff. This cutover was accepted by Sprint at 7:00 PM.

- **Customer C:** The original due date for this cutover was June 17, 1997. On June 18, 1997, Sprint pushed out the date until June 24, 1997, because the required equipment was not installed in the Sprint central office. This equipment was required to turn up Sprint's transmission facilities to the BellSouth central office.

My purpose in citing these examples is not to disparage Sprint's technical capabilities or its personnel, but rather to show the complexity

1 of these cutovers and the joint responsibilities that must be effectively
2 shared in order to provide cutovers that minimize or eliminate any
3 adverse effect on the end user customer.

4
5 Q. BEGINNING ON PAGE 20 OF HER DIRECT TESTIMONY, MS.
6 CLOSZ DISCUSSES SERVICE INTERRUPTIONS TO SMNI [SPRINT]
7 CUSTOMERS DUE TO CALL ROUTING ERRORS, TRANSLATIONS
8 PROBLEMS, OR FAILURE TO PROPERLY IMPLEMENT INTERIM
9 NUMBER PORTABILITY. WHAT ARE TRANSLATIONS AND HOW
10 ARE THEY USED DURING CALL PROCESSING?

11
12 A. Translations are one of two types of computer software used by
13 modern electronic switching systems. The first type of software is
14 referred to as the switch "generic" programs because the software is
15 used by all switching systems of a given type in all locations where that
16 type switch is deployed. For example, Lucent Technologies as a switch
17 manufacturer makes improvements and changes to the generic
18 programs for Lucent's 5ESS switch and BellSouth would then load
19 these programs into the 5ESS switches BellSouth has purchased from
20 Lucent. These programs are a set of high level instructions used by
21 the switch to handle call processing, billing operations, and certain
22 diagnostic measures. By comparison, the second type of software
23 (translations) is created by the operators of the switch (in this case,
24 BellSouth) that, for example, give the switch specific instructions as to
25 which telephone numbers are in service, which features are assigned

1 to a given customer's line, and which trunk group will carry a given type
2 of call from one location to another.

3

4 Q. IS BELLSOUTH AWARE OF ANY ERRORS IN ITS TRANSLATIONS
5 THAT HAVE LED TO CUSTOMER PROBLEMS?

6

7 A. Yes. As with any complex offering such as unbundled loops, a few
8 problems occurred in late 1996 and early 1997 for certain ALEC
9 customers. In a very small number of instances, human error resulted
10 in a service problem for ALEC customers. One such incident occurred
11 in Georgia due to a BellSouth service representative misinterpreting
12 instructions for filling out a necessary form and mistakenly inputting
13 incorrect information into the form. BellSouth corrected the problem
14 when the ALEC made BellSouth aware of it. The service
15 representative was trained on the correct steps to take in fulfilling an
16 order of the type involved. Apart from isolated cases of human error,
17 past problems (which have all been corrected) were the result of
18 improper changes to a switch memory setting referred to as a
19 Simulated Facilities Group (SFG). BellSouth has taken action to
20 prevent future such occurrences as described in the paragraphs
21 immediately following. BellSouth will continue to work with the ALECs
22 to resolve these types of issues as they arise.

23

24 Q. PLEASE DISCUSS THE PROBLEM WITH SFGs AND THE
25 CORRECTIVE ACTION WHICH BELLSOUTH HAS TAKEN TO

1 CORRECT THE PROBLEM AND TO PREVENT RECURRENCES OF
2 THIS PROBLEM.

3

4 A. During late 1996 and early 1997, on certain conversions of unbundled
5 loops from the BellSouth switch to the ALEC switch, the ALEC also
6 requested interim number portability. Problems with porting of the
7 telephone number occurred due to incorrect settings of a switch
8 translations field referred to as the SFG. The maximum number of
9 simultaneous ported number calls from the BellSouth switch and a
10 given ALEC switch is controlled by the SFG. The SFG contains a
11 numeric value that equals the maximum quantity of simultaneous
12 ported calls from all customers of a given ALEC served by that
13 BellSouth switch. In a very few instances, the SFG was incorrectly set
14 to very low values that restricted the quantity of simultaneous calls that
15 could be ported. As a result, some ALEC customers complained that
16 they could not be called. However, except for the short time during
17 which the loop was being physically moved from BellSouth's switch to
18 the ALEC's switch, the customer could always make outgoing calls.
19 BellSouth has 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
22 informing him or her of the critical nature of the SFG translation and
23 requesting that the technician positively affirm the intention to proceed
24 with making any change to the SFG. Since the introduction of the
25 training and associated on-line reminders in July, 1997, which were

1 subsequently placed in use within BellSouth's nine-state region
2 effective August 15, 1997, BellSouth has had no further occurrences of
3 incorrect settings of SFGs for ALECs.

4
5 Q. ARE THE INCIDENTS MS. CLOSZ REFERS TO RELATED TO THE
6 PREVIOUSLY DISCUSSED PROBLEM WITH SFGs?

7
8 A. While I cannot be certain, since Ms. Closz does not offer any specific
9 information to support her claims such as customer name or Purchase
10 Order Number (PON), the incidents she cites appear to be related to
11 the SFG problem discussed above. I would also note that the most
12 recent occurrence which Ms. Closz alleges occurred on June 24, 1997,
13 and was also caused by the SFG problem discussed above. Here
14 again, the source of this problem has been long since resolved.

15
16 Q. MS. CLOSZ STATES ON PAGE 22 OF HER DIRECT TESTIMONY
17 HER UNDERSTANDING THAT "THE 'PERMANENT' SOLUTION WAS
18 IDENTIFIED AS A 'SOFTWARE PATCH' PROVIDING PASSWORD
19 PROTECT CAPABILITY AGAINST REMOVAL OF SWITCH FACILITY
20 GROUP." SHE GOES ON TO SAY "TO SPRINT'S KNOWLEDGE,
21 THIS 'SOFTWARE PATCH' HAS NOT BEEN IMPLEMENTED. . ."
22 HAS BELLSOUTH IMPLEMENTED THE SOFTWARE PATCH SHE
23 REFERENCES?

24
25

1 A. Yes. BellSouth has implemented a permanent solution in addition to
2 the training and on-line reminders introduced in July, 1997 and in effect
3 on August 15, 1997. As of January 29, 1998, all 1AESS offices within
4 BellSouth's nine-state region now contain a software patch that will not
5 allow the translation removal of the ALEC common Simulated Facilities
6 Group (SFG) associated with Interim Local Number Portability via
7 Remote Call Forwarding (RCF).

8

9 Q. ON PAGE 24 OF HER DIRECT TESTIMONY, MS CLOSZ STATES
10 HER BELIEF THAT THIS "COMMISSION SHOULD ORDER
11 BELLSOUTH TO IMPLEMENT A PERMANENT SOLUTION THAT
12 WILL PREVENT SOFTWARE INSTRUCTIONS FOR SMNI (SPRINT)
13 CALL ROUTING FROM BEING REMOVED OR REVISED IN ERROR."
14 SHE GOES ON TO STATE "THE COMMISSION SHOULD ALSO
15 ORDER BELLSOUTH TO DEVELOP PROCEDURES TO
16 IMPLEMENT, MAINTAIN AND RESTORE LOCAL NUMBER
17 PORTABILITY SUCH THAT SMNI CUSTOMER SERVICES WILL NOT
18 BE INAPPROPRIATELY INTERRUPTED " DO YOU BELIEVE THIS
19 COMMISSION SHOULD TAKE SUCH ACTION?

20

21 A. No. There is no action needed by this Commission since BellSouth has
22 already implemented the procedures Ms. Cloz requests

23

24 Q. PLEASE SUMMARIZE YOUR TESTIMONY REGARDING PROBLEMS
25 CAUSED BY TRANSLATIONS ERRORS AND ROUTING ERRORS.

1

2 A. Once again, Sprint harks back to problems that have long since been
3 analyzed and resolved. The most recent incident which Sprint refers to
4 in its testimony occurred on June 24, 1997, over seven (7) months ago.
5 Appropriate corrective actions have been developed and implemented
6 and there have been no recurrences since. Thus, there is no need for
7 this Commission to take any action regarding Sprint's complaint.

8

9 **REBUTTAL TO MS. GRAHAM'S TESTIMONY**

10 Q. BEGINNING ON PAGE 7 OF HER DIRECT TESTIMONY, MS.
11 GRAHAM DISCUSSES WHAT SHE REFERS TO AS "BELLSOUTH'S
12 FAILURE TO IDENTIFY FACILITY PROBLEMS IN A TIMELY
13 MANNER RESULTING IN SPRINT MISSING DUE DATES." SHE
14 STATES "THESE LATE NOTICES CAME ABOUT AFTER
15 BELLSOUTH ISSUED FOCs TO SPRINT, WHICH SEEMED TO
16 INDICATE THAT BELLSOUTH HAD AGREED TO PROVISION AN
17 ORDER WITHOUT FIRST CONFIRMING THE AVAILABILITY OF
18 FACILITIES." IS SHE CORRECT?

19

20 A. No. BellSouth uses its best efforts to provide accurate, timely
21 information to ALECs via the Firm Order Confirmation (FOC). As the
22 term describes, BellSouth confirms via the FOC that it has received the
23 ALEC's order and is processing that order to meet the due date.
24 Obviously, we live in an imperfect world and infrequently database
25 errors result in the incorrect conclusion that facilities are available when

1 in fact they are not. It also infrequently happens that the facilities
2 intended for use on a certain order are found to be defective at or near
3 the time that they are scheduled to be used in fulfilling an ALEC's
4 order. BellSouth's policy, however, is to inform the ALEC as soon as
5 such a problem is discovered and then to work cooperatively with the
6 ALEC to either resolve the problem or to establish a different due date.
7 Ms. Graham's direct testimony on page 8 apparently shows this
8 process at work when she states, "The customer was anxious to take
9 advantage of new prices and services so Sprint and BellSouth teams
10 had to expedite their processes to provide the service on the newly-
11 negotiated due date." Later on page 8 of her direct testimony, Ms.
12 Graham states, "When BellSouth notifies Sprint of facility issues at the
13 last minute, Sprint must contact the customer to reschedule the
14 cutover." Unfortunately, it is sometimes the case that problems, such
15 as defective facilities, for example, which may only be discovered at the
16 time of service installation lead to a missed cutover. I would hasten to
17 add, however, that these same problems also affect BellSouth's ability
18 to meet its promised due dates to its own retail customers. Also,
19 Sprint's own facilities problems have resulted in missed due dates as
20 well.

21

22 Q. ON PAGE 11 OF HER DIRECT TESTIMONY, MS. GRAHAM
23 DISCUSSES "CERTAIN NETWORK CONFIGURATIONS" AND HER
24 CLAIM THAT BELL SOUTH HAS BEEN RELUCTANT TO PROVISION
25 SPRINT'S ORDERS USING THESE CONFIGURATIONS. IS THIS

1 THE SAME ISSUE AS WAS RAISED BY MS. CLOSZ IN HER DIRECT
2 TESTIMONY REGARDING IDLC AND DCS EQUIPMENT USED FOR
3 UNBUNDLED LOOPS AND TO WHICH YOU RESPONDED
4 EARLIER?

5

6 A. Yes. It is exactly the same issue and my testimony addresses this
7 issue.

8

9 Q. ON PAGE 12 OF HER DIRECT TESTIMONY, MS. GRAHAM
10 ASSERTS "ON NUMEROUS OCCASIONS, BELLSOUTH HAS BEEN
11 UNABLE TO STOP ITS SERVICE DISCONNECTION PROCESS
12 WHEN CUSTOMER CUTOVERS HAVE BEEN DELAYED." IS THIS
13 THE SAME ISSUE AS WAS RAISED BY MS. CLOSZ IN HER DIRECT
14 TESTIMONY AND TO WHICH YOU RESPONDED EARLIER?

15

16 A. Yes. It is exactly the same issue and my testimony addresses this
17 issue.

18

19 Q. ON PAGE 15 OF HER DIRECT TESTIMONY, MS. GRAHAM
20 ASSERTS "THERE HAVE BEEN NUMEROUS SERVICE OUTAGES
21 THAT HAVE RESULTED IN THE INABILITY OF SPRINT'S
22 CUSTOMERS TO RECEIVE OR MAKE CALLS." IS THIS THE SAME
23 ISSUE AS WAS RAISED BY MS. CLOSZ IN HER DIRECT
24 TESTIMONY REGARDING TRANSLATIONS AND SIMULATED

25

1 FACILITIES GROUPS AND TO WHICH YOU RESPONDED
2 EARLIER?

3

4 A. Yes. It is exactly the same issue and my testimony addresses this
5 is e.

6

7 **REBUTTAL TO MR. WARNER'S TESTIMONY**

8 Q. BEGINNING ON PAGE 13 OF HIS DIRECT TESTIMONY, MR.
9 WARNER ASSERTS "BELLSOUTH HAS BEEN RELUCTANT TO
10 PROVISION SUB-LOOPS TO SMNI [SPRINT]." WHAT IS A SUB-
11 LOOP?

12

13 A. Sub-loop elements are the individual piece parts that together compose
14 a single customer loop from the BellSouth central office to the
15 customer's premises. There are two typical formations of sub-loop
16 elements which comprise customer loops. The first formation uses two
17 sub-loop elements while the second formation uses three sub-loop
18 elements.

19

20 The first formation consists of two parts, the loop feeder facilities and
21 the loop distribution facilities. The loop feeder facilities extend from
22 the central office to a mid-point between the central office and the
23 customer's premises. It is easy to visualize four loop feeder facilities as
24 leaving the central office and generally heading in the compass
25 directions of north, south, east and west. So the "north" feeder would

1 serve those customers north of the central office, for example. The
2 mid-point in the overall loop is sometimes referred to as the
3 "feeder/distribution interface". At that mid-point the individual pairs in
4 the loop feeder facilities are connected to smaller cables which "fan
5 out" in a given quadrant (that is, north, south, east or west) to serve
6 customers. This "fanning out" is done over the loop distribution
7 facilities. Loop distribution facilities extend from the feeder/distribution
8 interface to a given customer's premises and are terminated in a
9 Network Interface Device (NID) which, in addition to providing proper
10 grounding of the loop to prevent electrical hazard or fire, also serves as
11 the demarcation point between BellSouth's loop facilities and the
12 customer's inside wire.

13
14 In the second formation, a third component called the
15 concentrator/multiplexer is used to convert the customer's loop from
16 analog signals to digital signals and to concentrate the individual
17 customer loops onto high speed transmission facilities to the central
18 office. This is the "digital loop carrier" equipment that I discussed
19 earlier.

20
21 In his testimony, Mr. Warner refers only to the part I refer to as loop
22 distribution as a "sub-loop".

23
24
25

1 Q. IS BELLSOUTH REQUIRED TO PROVIDE THE SUB-LOOP
2 ELEMENT CALLED LOOP DISTRIBUTION AS A SEPARATE
3 UNBUNDLED NETWORK ELEMENT?
4

5 A. Yes. This Commission found, during arbitration proceedings between
6 BellSouth and certain ALECS (PSC Order 96-1579-FOF-TP and
7 Docket 960833-TP), that it is technically feasible for BellSouth to
8 provide loop distribution on an unbundled basis. While I admit that, as
9 with any new service offering or network configuration, sub-loop
10 unbundling requires working through the various issues of provisioning,
11 maintenance and rendering a bill, I disagree with Mr. Warner's
12 characterization of BellSouth as being "reluctant" to provide sub-loop
13 unbundling. Further, apart from his vague generalization of the
14 problems he alleges have occurred, Mr. Warner offers absolutely no
15 details to support his assertion such as even one Purchase Order
16 Number, customer name or date of the alleged occurrence. I believe
17 that Mr. Warner's assertions are shown to be completely without merit
18 by the fact that BellSouth has, to date, provided Sprint with more than
19 five hundred (500) sub-loop elements in the Orlando, Florida area.
20

21 Q. ON PAGE 14 OF HIS DIRECT TESTIMONY, MR. WARNER ASSERTS
22 BELLSOUTH HAS DISCONNECTED CUSTOMERS SEEKING TO
23 MIGRATE TO SMNI [SPRINT] PRIOR TO THE DESIGNATED
24 CUTOVER DATE. IS THIS THE SAME ISSUE AS WAS RAISED BY
25 MS. CLOSZ IN HER DIRECT TESTIMONY?

1

2 A. Yes. It is exactly the same issue and my testimony addresses this
3 issue.

4

5 Q. ON PAGE 19 OF HIS DIRECT TESTIMONY, MR. WARNER ASSERTS
6 BELLSOUTH HAS CAUSED SERVICE INTERRUPTIONS TO SMNI
7 [SPRINT] CUSTOMERS DUE TO CALL ROUTING ERRORS,
8 TRANSLATIONS PROBLEMS OR FAILURE TO PROPERLY
9 IMPLEMENT INTERIM NUMBER PORTABILITY. IS THIS THE SAME
10 ISSUE AS WAS RAISED BY MS. CLOSZ IN HER DIRECT
11 TESTIMONY?

12

13 A. Yes. It is exactly the same issue and my testimony addresses this
14 issue.

15

16 Q. PLEASE SUMMARIZE YOUR TESTIMONY

17

18 A. The vast majority of issues raised by Sprint address problems that were
19 encountered early on and that have long since been resolved. Sprint
20 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 details of only a very small number of its many customers in Florida to

1 which Sprint claims BellSouth caused service problems. Further, in at
2 least some cases, Sprint's actions contributed to any problems the
3 customers may have experienced.

4
5 BellSouth admits its part to certain "start-up" problems and has taken
6 appropriate action not only to resolve the individual cases, but also to
7 correct any underlying procedural problems. Just as was the situation I
8 observed following Divestiture, existing methods were adapted and
9 improved plus new arrangements were developed and perfected,
10 through the cooperative problem solving of the parties. That is the
11 process I observe at work in this new environment of local competition.
12 BellSouth is fully committed to the continued, cooperative efforts that
13 have to date resulted in significant progress and which have enabled
14 ALECs to compete in the local market.

15

16 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

17

18 A. Yes.

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