

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Re: Petition for Arbitration of Interconnection )  
Agreement Between BellSouth ) Docket 140156-TP  
Telecommunications, LLC d/b/a AT&T Florida and )  
Communications Authority, Inc. )

**Direct Testimony of Mark Neinast**

**On Behalf of AT&T Florida**

**February 16, 2015**

**ISSUES**  
38, 40, 46(i)

**TABLE OF CONTENTS**

	<u>Page</u>
I. INTRODUCTION .....	1
II. DISCUSSION OF ISSUES .....	2
ISSUE 38:    MAY COMMUNICATIONS AUTHORITY DESIGNATE ITS COLLOCATION AS THE POI? .....	2
ISSUE 40:    SHOULD THE ICA OBLIGATE COMMUNICATIONS AUTHORITY TO ESTABLISH A DEDICATED TRUNK GROUP TO CARRY MASS CALLING TRAFFIC? .....	8
ISSUE 46(i):  SHOULD THE ICA INCLUDE LIMITATIONS ON THE GEOGRAPHIC PORTABILITY OF TELEPHONE NUMBERS? .....	13

1 **I. INTRODUCTION**

2 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

3 A. My name is Mark Neinast. My business address is 3300 E. Renner Rd., Richardson,  
4 Texas 75082.

5 **Q. PLEASE DESCRIBE YOUR JOB RESPONSIBILITIES.**

6 A. My primary responsibility is to represent various AT&T operating companies in the  
7 development of network policies, procedures, and plans from a technical and  
8 regulatory perspective. I assist in developing corporate strategy associated with 911,  
9 interconnection, switching, Signaling System 7 (“SS7”), call-related databases, and  
10 emerging technologies such as Internet Protocol (“IP”)-based technologies and  
11 services. I am also responsible for representing the company’s network organization  
12 in negotiations, arbitrations, and disputes with Competitive Local Exchange Carriers  
13 (“CLECs”) and wireless carriers.

14 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK**  
15 **EXPERIENCE.**

16 A. I have a Bachelor of Science degree in Business Administration from the University  
17 of Texas at Dallas, with a double major in Management Information Systems and  
18 Behavioral Management. I have been employed by AT&T for more than 39 years,  
19 primarily in the network organization. This includes seven years in central offices as  
20 a technician. I also spent two years as a training instructor for electronic switching  
21 systems and four years managing technicians in central offices and a Network  
22 Operations Center (“NOC”). I worked as a staff manager for the North Texas  
23 Network Operations Division for five years. In that role, I supported NOC functions

1 and managed major switching system projects. Subsequently, as an Area Manager in  
2 a NOC Translations Center for more than seven years, I was responsible for  
3 managing the switch translations for more than 100 switches. I also managed many  
4 other major network projects, including more than 60 analog-digital switching  
5 dial-to-dial and 16 analog-digital 911 conversions, as well as the implementation of  
6 Local Number Portability (“LNP”) in all of these switching systems.

7 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE STATE PUBLIC UTILITY**  
8 **COMMISSIONS?**

9 A. Yes, I have testified before several state public utility commissions on technical and  
10 network issues. These proceedings most often involved the arbitration of  
11 interconnection agreements (“ICAs”) or disputes regarding claimed breaches of an  
12 approved ICA.

13 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

14 A. BellSouth Telecommunications, LLC d/b/a AT&T Florida, which I will refer to as  
15 AT&T Florida.

16 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

17 A. I will discuss AT&T Florida’s positions on arbitration Issues 38, 40 and 46(i).

18 **II. DISCUSSION OF ISSUES**

19 **ISSUE 38: MAY COMMUNICATIONS AUTHORITY DESIGNATE ITS**  
20 **COLLOCATION AS THE POI?**

21 **Affected Contract Provision: Network Interconnection Att. § 3.4.4**

22 **Q. WHAT IS THE QUESTION PRESENTED BY ISSUE 38?**

1 A. The question presented by this issue is whether Communications Authority (“CA”)  
2 can designate its collocation arrangement at AT&T Florida’s premises as the point of  
3 interconnection (“POI”) between the parties’ networks. The question arises in  
4 connection with section 3.4.4 in the Network Interconnection Attachment, which  
5 reads as follows, with agreed language in normal font and language proposed by CA  
6 in bold italics:

7 3.4.4 The Parties recognize that a facility handoff point must be  
8 agreed upon to establish the demarcation point for maintenance  
9 and provisioning responsibilities for each Party on its side of the  
10 POI. ***If the POI is a collocation arrangement within an AT&T***  
11 ***Wire Center, then the demarcation point shall be that***  
12 ***collocation.***

13 CA’s proposed language contemplates that the collocation arrangement may be the  
14 POI. For reasons I will explain, the collocation arrangement cannot be the POI, so  
15 CA’s proposed language should be rejected.

16 **Q. BEFORE YOU GIVE THE FULL EXPLANATION, CAN YOU BRIEFLY**  
17 **STATE WHY CA CANNOT DESIGNATE THE COLLOCATION**  
18 **ARRANGEMENT AS A POINT OF INTERCONNECTION?**

19 A. Simply put, the reason is that the POI must be at a point that is on AT&T Florida’s  
20 network, and the collocation arrangement is not a point on AT&T Florida’s network.

21 **Q. WHAT IS THE BASIS FOR YOUR STATEMENT THAT THE POI MUST BE**  
22 **ON AT&T FLORIDA’S NETWORK?**

23 A. Section 251(c)(2)(B) of the federal Telecommunications Act of 1996 (“1996 Act”)  
24 Act requires that interconnection be “at any technically feasible point ***within the***  
25 ***[incumbent] carrier’s network.***” 47 U.S.C. § 251(c)(2)(B) (emphasis added.)  
26 Accordingly, the Federal Communications Commission (“FCC”), in the Order

1 promulgating its initial rules implementing the 1996 Act, noted that section 251(c)(2)  
2 gives competing carriers the right to deliver traffic terminating on an incumbent  
3 ILEC's network at any technically feasible point "***on that network***" (*Local*  
4 *Competition Order*,<sup>1</sup> ¶ 209 (emphasis added)), and promulgated 47 C.F.R.  
5 § 51.305(a)(2), which requires interconnection "at any technically feasible point  
6 ***within the incumbent ILEC's network.***" (Emphasis added.) In light of this, it is a  
7 fundamental principle of interconnection under the 1996 Act that while the requesting  
8 carrier may designate any feasible point on the ILEC's network as the POI, the POI  
9 must be on the ILEC's network.

10 **Q. CA'S PROPOSED LANGUAGE FOR SECTION 3.4.4 REFERS TO A**  
11 **"COLLOCATION ARRANGEMENT WITHIN AN AT&T WIRE CENTER."**  
12 **WHAT DOES THAT MEAN?**

13 A. The 1996 Act requires AT&T Florida to provide for collocation at its premises of  
14 equipment necessary for interconnection or access to unbundled network elements.  
15 47 U.S.C. § 251(c)(6). Collocation may be "physical" or "virtual." If CA establishes  
16 physical collocation with AT&T Florida, CA leases space, typically in a locked cage,  
17 in AT&T Florida's central office, or wire center – a building in which AT&T Florida  
18 houses its switch(es) and related network equipment.<sup>2</sup> CA places its equipment  
19 within that leased collocation space, and CA's equipment is connected with AT&T

---

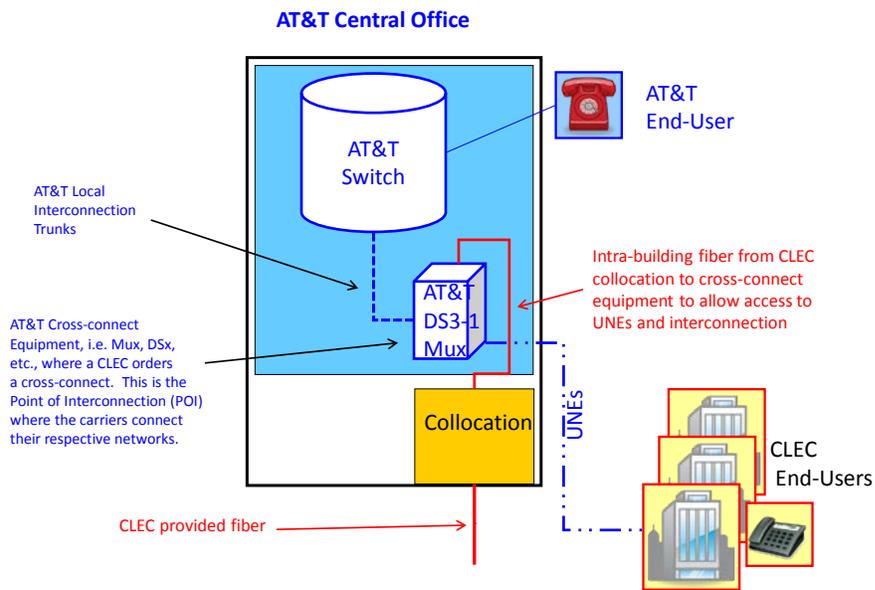
<sup>1</sup> First Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 (1996) ("*Local Competition Order*") (subsequent history omitted).

<sup>2</sup> The ICA defines "Wire Center" as follows, in GT&C section 2.165: "'Wire Center' means the location of one (1) or more local switching systems. It is also a point at which End User's loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises."

1 Florida's equipment in order to establish interconnection or to give CA access to  
2 unbundled network elements of AT&T Florida's network. With this physical  
3 collocation arrangement, CA's personnel have access to the locked cage, and  
4 maintain CA's equipment. Below in Figure 1 is a diagram illustrating a physical  
5 collocation.

6 **FIGURE 1**

### Typical Collocation Interconnection



7  
8 If physical collocation is not practical for technical reasons or because of space  
9 limitations in the AT&T Florida wire center, AT&T Florida may instead provide  
10 virtual collocation. In a virtual collocation arrangement, the CLEC equipment is  
11 placed in the ILEC's central office, but the ILEC (rather than the CLEC) installs it,  
12 configures it and maintains it.

1 **Q. IN LIGHT OF WHAT YOU HAVE SAID UP TO THIS POINT, WHY WOULD**  
2 **IT BE IMPERMISSIBLE FOR CA TO DESIGNATE A COLLOCATION**  
3 **ARRANGEMENT WITHIN AN AT&T FLORIDA WIRE CENTER AS A POI,**  
4 **AS CA’S PROPOSED LANGUAGE CONTEMPLATES?**

5 A. In the first place, a “collocation arrangement” is not a location; it is an arrangement.  
6 Let’s put that aside, however, and assume that what CA really means – and I believe  
7 this is what it does mean – is that the POI will be the location in the AT&T Wire  
8 Center where CA is collocated. That location cannot be the POI because it is not  
9 “within the incumbent LEC’s network,” which is where FCC Rule 51.305(a)(2)  
10 requires the POI to be. In Figure 1, for example, the AT&T Florida switch, the  
11 AT&T Florida local interconnection trunks, and the AT&T Florida cross-connect  
12 equipment depicted as a DS3-1 Mux are parts of AT&T Florida’s network.<sup>3</sup> The  
13 Wire Center itself, however – the building – is not part of the network (rather, it  
14 houses part of the network), and neither is the floor of the building or the space in the  
15 building. In particular, the space in which CA is collocated – the caged area that CA  
16 is leasing and in which CA places its equipment – is not part of AT&T Florida’s  
17 network. And of course, CA’s equipment is not part of AT&T Florida’s network; it is  
18 part of CA’s network. Consequently, FCC Rule 51.305(a)(2) does not allow CA to  
19 designate that location as the POI.

20 **Q. IN THE SITUATION DEPICTED IN FIGURE 1, WHERE WOULD THE POI**  
21 **BE?**

---

<sup>3</sup> The DS3-1 Mux is only used as a representative piece of equipment, as CA may want to engineer its network to a different piece of equipment, such as a digital cross-connect (DSC) or digital system cross-connect (DSX) panel (for manual jumpers), etc. This is a typical facilities-based CLEC network buildout, where a CLEC such as CA obtains telecommunications equipment in its POP (point of presence), provides facilities from its POP to an AT&T Florida central office, obtains collocation space within an AT&T Florida central office, and installs cabling to distribution frames in order to access services within the AT&T Florida central office.

1 A. It would be at the point where cable running from CA's equipment in its collocation  
2 space meets AT&T Florida's network; in other words, at the cross-connect equipment  
3 depicted as a cube in the middle of the figure.

4 **Q. WHAT DIFFERENCE DOES IT MAKE WHETHER THE POI IS THERE OR**  
5 **IN CA'S LEASED COLLOCATION SPACE, AS CA PROPOSES?**

6 A. The parties agree that each party bears financial responsibility for the equipment on  
7 its side of the POI. Because the POI is on the AT&T Florida network, as the FCC's  
8 Rule requires, CA must bear the cost of getting to that cross-connect equipment  
9 depicted in Figure 1 – the cost of the cable running from the CA equipment in the  
10 collocation space to the AT&T Florida cross connect equipment. If the POI were in  
11 the CA collocation space, as CA proposes, then AT&T Florida would have to bear the  
12 cost of the cable between that space and the AT&T Florida cross-connect equipment.

13 **Q. IN ITS COMMENTS ON THIS ISSUE, CA SUGGESTS THAT SINCE IT IS**  
14 **EXTENDING ITS NETWORK ALL THE WAY INTO THE AT&T FLORIDA**  
15 **WIRE CENTER, IT IS ONLY FAIR FOR AT&T FLORIDA TO BEAR THE**  
16 **COST OF THE CABLE CONNECTING AT&T FLORIDA'S NETWORK TO**  
17 **CA'S COLLOCATION.<sup>4</sup> DO YOU AGREE?**

18 A. No. Much more importantly, though, the controlling FCC Rule makes absolutely  
19 clear that the point at which the parties' networks interconnect must be a point  
20 "within" AT&T Florida's network – not just a point *near* AT&T Florida's network,  
21 like CA's collocation space.

22 **Q. HOW SHOULD THE COMMISSION RULE ON ISSUE 38?**

---

<sup>4</sup> When I refer to CA's Comments, I mean the comments on each issue that CA included in Exhibit B to its Petition for Arbitration.

1 A. The Commission should strike the CA language that shifts the cost of CA's network  
2 build-out onto AT&T Florida.

3 **ISSUE 40: SHOULD THE ICA OBLIGATE COMMUNICATIONS AUTHORITY**  
4 **TO ESTABLISH A DEDICATED TRUNK GROUP TO CARRY MASS**  
5 **CALLING TRAFFIC?**

6 **Affected Contract Provision: Network Interconnection Att. § 4.3.9**

7 **Q. WHAT IS THE DISAGREEMENT THAT IS THE SUBJECT OF ISSUE 40?**

8 A. AT&T Florida proposes language for the interconnection agreement that would  
9 require CA to establish trunk groups for mass calling traffic. CA objects to the  
10 proposed language.

11 **Q. WHAT IS MASS CALLING TRAFFIC?**

12 A. Mass calling traffic (also called "High Volume Call In" or "HVCI" traffic) is traffic  
13 generated by a mass calling event, which is an event that generates an extraordinary  
14 volume of traffic to a particular phone number or numbers. Classic examples of mass  
15 calling events are a radio station contest in which a listener can participate by calling  
16 a certain number at a specified time and call-in voting for a TV show like American  
17 Idol.

18 **Q. WHAT NETWORK CONCERN IS RAISED BY A MASS CALLING EVENT?**

19 A. An extraordinary volume of traffic flowing to a single number, or several numbers  
20 served by a given end office switch, can overwhelm the network and lead to calls  
21 being blocked – including 911 calls. This is a concern of the highest order. As a 911  
22 provider, AT&T Florida is responsible for ensuring that no emergency 911 calls are  
23 blocked due to avoidable network situations. AT&T Florida cannot run the risk of a

1 mass calling event overwhelming an end office switch and preventing end users from  
2 obtaining a dial tone to call 911 or other emergency services.

3 **Q. HAS ANYTHING OF THAT SORT EVER ACTUALLY HAPPENED?**

4 A. Yes. In July 1992, the AT&T network in Oklahoma was overloaded with more than  
5 320,000 calls in one hour by fans trying to buy tickets to a Garth Brooks concert.  
6 During that time, a man tried to call 911 when his wife started having a heart attack.  
7 After a number of attempts resulting in a busy signal, he dialed 0 for the operator, but  
8 his wife died before an ambulance could respond.

9 **Q. ARE YOU AWARE OF OTHER EXAMPLES?**

10 A. Yes. On October 16, 2002, there was a significant HVCI event in the AT&T  
11 California telephone network. The event was caused by media advertisements that  
12 caused the public to initiate calls to purchase World Series tickets. Two AT&T  
13 California Access Tandems experienced significant degradation during the event  
14 (both switching machines went into “machine congestion”; call register capacity was  
15 exceeded; billing records were lost; and control, visibility and diagnostic capability  
16 were lost).

17 Also, the Dallas/Fort Worth area experienced a similar “machine congestion”  
18 due to a Garth Brooks concert in 1993.

19 **Q. IF THESE EVENTS ARE AS FEW AND FAR BETWEEN AS YOUR**  
20 **TESTIMONY SUGGESTS, DOES THE FLORIDA COMMISSION REALLY**  
21 **NEED TO BE CONCERNED ABOUT THEM?**

22 A. I believe it does, as AT&T Florida is. While it may not be terribly likely that a mass  
23 calling event would result in a network impairment that would impede end users’

1 access to emergency services, it could certainly happen, and the Commission should  
2 take reasonable measures to make sure it does not.

3 **Q. WHAT HAS AT&T FLORIDA DONE TO GUARD AGAINST SUCH HARM?**

4 A. AT&T ILECs, including AT&T Florida, have established separate mass calling  
5 trunks.

6 **Q. WHAT ARE MASS CALLING TRUNKS?**

7 A. Mass calling trunks (also referred to as choke trunks or high volume call in trunks)  
8 limit the number of calls allowed at one time to a particular mass calling number.

9 **Q. ARE SEPARATE MASS CALLING TRUNKS NECESSARY TO ENSURE**  
10 **NETWORK RELIABILITY?**

11 A. Yes. There were no mass calling trunks in place at the time of the harmful mass  
12 calling events I identified above. If there had been, the problems could not have  
13 occurred. Also, I am not aware of a satisfactory alternative solution. (CA has  
14 proposed no solution.) There is no denying that a network failure caused by a mass  
15 calling event could trigger a delay in access to emergency services in response to an  
16 accident, injury, or even a life or death situation. Thus, AT&T believes all carriers  
17 should provide adequate mass calling choke trunking for their end users.

18 **Q. DOES AT&T FLORIDA'S USE OF SS7 OBVIATE THE NEED FOR MASS**  
19 **CALLING TRUNKS?**

20 A. No, it does not. AT&T Florida's network uses "SS7" or "Signaling System 7."  
21 Basically, it is a set of telephony signaling protocols, developed in the mid-1970's,  
22 that are used to set up and take down telephone calls. I have seen a CA response to a

1 Staff interrogatory that claims mass calling trunks are a relic of pre-SS7 networks.

2 That is incorrect. If CA were correct, the 1992, 1993 and 2002 events I discussed

3 above would not have occurred, because at the time those events occurred, the AT&T

4 ILECs involved all used SS7.

5 **Q. DID CA MAKE ANY OTHER INCORRECT ASSERTIONS IN ITS**  
6 **RESPONSE TO STAFF'S INTERROGATORY ABOUT MASS CALLING**  
7 **TRUNKS?**

8 A. Yes. CA's assertions are incorrect in several respects:

9 1. CA contends that if trunks did get choked, that would not be a problem  
10 because CA would direct its overflow traffic to long distance trunks. That contention  
11 mistakenly assumes that if calls from CA's customers cause the blockage, only CA's  
12 customers would be affected. That is not the case. Rather, as in the 2002 episode I  
13 described above, the whole network can be affected. Furthermore, if CA were to  
14 overflow mass calling to long distance trunks, that would subject the network to  
15 further blocked calls, because the choke network is a local network and does not  
16 contemplate IXC traffic being pumped into the local area.

17 2. CA stated that mass call-in events are caused by residential customers  
18 rather than business customers, and that CLECs typically do not serve large numbers  
19 of residential customers. But CA's assertion misses the point. CA does not promise  
20 that *it* will not serve large numbers of residential customer, nor is there any guarantee  
21 that an adopting carrier would not serve large numbers of residential customers. In  
22 any event, employees at a place of business are as likely as anyone else to make calls

1 to radio stations running promotions or to a number where World Series tickets are  
2 available.

3 3. CA claims that AT&T Florida is not committing to establish choke  
4 trunks to CA, but that is incorrect. AT&T Florida's proposed language for Section  
5 4.3.9.3 in the Network Interconnection Attachment states, "If CLEC should acquire a  
6 HVCI/Mass Calling customer, (e.g., a radio station) CLEC shall notify AT&T-  
7 21STATE at least sixty (60) days in advance of the need to establish a one-way  
8 outgoing SS7 or MF trunk group from the AT&T-21STATE HVCI/Mass Calling  
9 Serving Office to the CLEC End User's serving office. CLEC will have  
10 administrative control for the purpose of issuing ASRs on this one-way trunk group."

11 **Q. PLEASE SUMMARIZE THE CONTRACT LANGUAGE THAT AT&T**  
12 **FLORIDA IS PROPOSING FOR MASS CALLING TRUNKS.**

13 A. The language is proposed for Network Interconnection Attachment section 4.3.9 and  
14 its subsections. Basically, Subsection 4.3.9.1 requires CA to "establish a dedicated  
15 trunk group to the designated Public Response HVCI/Mass Calling Network Access  
16 Tandem in each Serving Area." Subsection 4.3.9.2 addresses the sizing of the HVCI  
17 trunk group. Subsection 4.3.9.3 provides that if CA acquires a mass calling customer,  
18 it must give AT&T Florida appropriate advance notice of the need to establish the  
19 associated mass calling trunk group. Finally, subsection 4.3.9.4 provides that if CA

1 issues a new choke telephone number to a mass calling customer,<sup>5</sup> it must give  
2 AT&T Florida appropriate advance notice of deployment of the new number.

3 **Q. HAS CA OBJECTED TO ANY OF THE SPECIFICS OF AT&T FLORIDA'S**  
4 **PROPOSED LANGUAGE?**

5 A. To the best of my knowledge, no; CA's objection is to the basic requirement that it be  
6 required to establish mass calling trunks. If CA does raise any objections to the  
7 specifics of AT&T Florida's proposed language, I will address them in my rebuttal  
8 testimony. Otherwise, the Commission should adopt AT&T Florida's language for  
9 the reasons I have discussed.

10 **ISSUE 46(i): SHOULD THE ICA INCLUDE LIMITATIONS ON THE**  
11 **GEOGRAPHIC PORTABILITY OF TELEPHONE NUMBERS?**

12 **Affected Contract Provision: Local Number Portability Att. § 3.2.1**

13 **Q. WHAT IS AT ISSUE IN LOCAL NUMBER PORTABILITY ATTACHMENT**  
14 **SECTION 3.2.1?**

15 A. At issue here is whether a wireline carrier such as CA can port a phone number  
16 outside the rate center where the number is assigned in the LERG (Local Exchange  
17 Routing Guide). AT&T Florida maintains that the Commission should not permit  
18 such geographic number portability.

19 **Q. HAS THE FCC ORDERED THAT GEOGRAPHIC PORTABILITY BE**  
20 **PERMITTED?**

---

<sup>5</sup> A choke number is a phone number assigned to a mass calling customer. For example, assume the mass calling customer is a radio station that listeners call in hopes of winning a prize by being the ninth caller. The number the listeners are told to call would be a choke number because thousands of calls directed to that number are safely choked down close to their source of origination (at the end office where the customer is dialing from) so that just a few calls get through at any one time.

1 A. No. All of the FCC's orders and recommendations have limited number portability to  
2 within rate centers. Even when the FCC ordered wireless number portability, the rate  
3 center boundaries were maintained.

4 **Q. WHAT DO YOU BELIEVE IS THE BIGGEST ISSUE WITH GEOGRAPHIC**  
5 **PORTABILITY?**

6 A. The most critical factor has to do with intercarrier compensation. Carriers have many  
7 billing disputes, particularly with respect to intercarrier compensation, and porting  
8 across rate centers would create another opportunity for disputes over call  
9 jurisdiction. For example, imagine that CA had a customer in Miami who had ported  
10 a Jacksonville number, and that that customer called an AT&T Florida customer in  
11 Miami. CA might contend that that was a local call subject to reciprocal  
12 compensation, while AT&T Florida's systems would see the call as subject to  
13 intrastate access charges. Issues about the rating and routing of traffic have existed  
14 since the beginning of telephony, and even though the FCC has ordered that  
15 intercarrier compensation will move to bill and keep over the next few years, such  
16 issues persist today and most likely will continue to do so for the duration of this  
17 contract.

18 **Q. HOW DIFFICULT WOULD IT BE FOR AT&T FLORIDA TO PORT**  
19 **CUSTOMERS IN AND OUT OF ITS NETWORK IF RATE CENTERS WERE**  
20 **DISREGARDED?**

21 A. It would be very difficult . AT&T Florida has maintained the distinct boundaries for  
22 rate centers throughout its footprint and all of its operational support systems  
23 ("OSSs") are designed to support porting within the rate center. AT&T Florida does

1 not currently port outside of rate center for any other CLEC. The OSSs that AT&T  
2 Florida uses are shared by other AT&T ILEC affiliates, and it would be very  
3 expensive to alter those OSSs in a way that would carve out a one-off methodology  
4 for CA in Florida.

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

6 **A. Yes.**