

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.)

Rebuttal Testimony of Mark Neinast

On Behalf of AT&T Florida

March 23, 2015

ISSUES
38, 40, 46(i)

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1 I. INTRODUCTION

2 Q. ARE YOU THE SAME MARK NEINAST WHO SUBMITTED DIRECT
3 TESTIMONY ON BEHALF OF AT&T FLORIDA ON FEBRUARY 16?

4 A. Yes.

5 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

6 A. I will respond to the Direct Testimony of Mike Ray on Behalf of Communications
7 Authority, Inc. (“Ray Direct”) on the issues I addressed in my direct testimony.

8 II. DISCUSSION OF ISSUES

9 ISSUE 38: MAY COMMUNICATIONS AUTHORITY DESIGNATE ITS
10 COLLOCATION AS THE POI?

11 Affected Contract Provision: Network Interconnection Att. § 3.4.4

12 Q. IN YOUR DIRECT TESTIMONY, YOU RELIED HEAVILY ON THE FCC
13 RULE THAT REQUIRES THE POI TO BE AT A POINT ON AT&T’S
14 NETWORK. DOES MR. RAY SAY ANYTHING THAT UNDERCUTS YOUR
15 RELIANCE ON THAT RULE?

16 A. No. In fact, Mr. Ray is unable to cite to any statute, FCC Rule, FCC Order, or other
17 authority that supports CA’s position on Issue 38.

18 Q. MR. RAY SAYS THAT “THE ACT INTENDED FOR EACH PARTY TO
19 BEAR ITS OWN COSTS ON ITS SIDE OF THE POI.” (RAY DIRECT AT P.
20 35, LINES 21-22.) DO YOU DISAGREE WITH THAT?

21 A. No, I do not disagree. As a matter of fact, I stated in my direct testimony that the
22 “parties agree that each party bears financial responsibility for the equipment on its
23 side of the POI.” (Neinast Direct at 7, lines 6-7.) That principle does not support
24 CA’s position on this issue, however, because it does not answer the question where
25 the POI must be located. The FCC has answered that question by ruling that the POI

1 must be on the ILEC's network. And that means it cannot be the "collocation
2 arrangement." as CA's proposed language states, because the "collocation
3 arrangement" is not a location. *Id.* at 6, line 5. And if what CA means is that the
4 POI should be the physical space in which CA is collocated, or CA's equipment
5 within that physical space, that is impermissible because it is inconsistent with the
6 governing FCC Rule. (*Id.* at 6, lines 6-19.)

7 **Q. HOW DO YOU RESPOND TO MR. RAY'S TESTIMONY ABOUT**
8 **SITUATIONS WHERE AT&T FLORIDA HAS SUPPOSEDLY CLAIMED**
9 **THAT THE POI IS SOMEWHERE OTHER THAN WHERE THE PARTIES**
10 **AGREED? (RAY DIRECT AT P. 35, LINE 22 – 36, LINE 4.)**

11 A. I don't know what situations Mr. Ray is talking about, but it really makes no
12 difference. CA should have no misunderstanding about where the POI is going to be
13 under this ICA: It is going to be on AT&T Florida's network just as the FCC requires
14 – not on a piece of CA equipment in a collocation space in proximity to the AT&T
15 Florida network.

16 **Q. DOES THAT MEAN THAT CA IS GOING TO HAVE TO PAY FOR THE**
17 **"CIRCUIT" RUNNING FROM ITS COLLOCATED EQUIPMENT TO THE**
18 **POI ON AT&T FLORIDA'S NETWORK, AS MR. RAY INDICATES? (RAY**
19 **DIRECT AT P. 36, LINES 3-4)**

20 A. Per the FCC's rule, yes.

21 **Q. MR. RAY STATES THAT "CA IS NOT PERMITTED TO PRESENT**
22 **INTERCONNECTION CIRCUITS TO AT&T ANYWHERE ELSE IN THE**
23 **WIRE CENTER OTHER THAN A COLLOCATION. AT&T'S LANGUAGE**
24 **WOULD MAKE IT IMPOSSIBLE FOR CA TO ACTUALLY MEET AT&T**
25 **AT THE POI." (RAY DIRECT AT 36, LINES 9-11) IS THAT CORRECT?**

26 A. No. I don't know where Mr. Ray came up with the idea that it has to interconnect
27 with AT&T Florida in CA's collocation space, but that certainly is not the case.

1 When CLECs collocate with AT&T Florida for the purpose of establishing
2 interconnection, the POI is routinely at the AT&T Florida cross-connect equipment
3 exactly as depicted in Figure 1 on page 5 of my Direct Testimony, and CLECs
4 routinely pay for the intrabuilding fiber that runs from the collocation space to that
5 AT&T Florida equipment.

6 **Q. HOW SHOULD THE COMMISSION RESOLVE ISSUE 38?**

7 A. For the reasons set forth in my direct testimony and above, the Commission should
8 reject the language CA proposes for Network Interconnection section 3.4.4, which
9 would treat a “collocation arrangement” as the POI, because that language is contrary
10 to the FCC Rule that requires the POI to be on AT&T Florida’s network.

11 **ISSUE 40: SHOULD THE ICA OBLIGATE COMMUNICATIONS AUTHORITY**
12 **TO ESTABLISH A DEDICATED TRUNK GROUP TO CARRY MASS**
13 **CALLING TRAFFIC?**

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

15 **Q. IS MR. RAY CORRECT THAT THERE IS NO NEED FOR MASS CALLING**
16 **TRUNKS BECAUSE THE ICA REQUIRES ALL TRUNKS TO USE SS7**
17 **SIGNALING, AND “CHOKE TRUNKS ARE DEPRECATED WITH THE USE**
18 **OF SIGNALING SYSTEM 7” (RAY DIRECT AT P. 37, LINES 13-17)?**

19 A. No. As I stated in my direct testimony (at p.9, lines 3-18 and p. 11, lines 2-4), the
20 harmful mass calling events that I know about from 1992, 1993 and 2002 all involved
21 AT&T ILEC networks that used SS7 but that did not have choke trunks in place.
22 Obviously, those events would not have occurred if the use of SS7 obviated the need
23 for choke trunks, as Mr. Ray claims. Note, too, that Mr. Ray’s testimony does not
24 explain *why* the use of SS7 would obviate the need for choke trunks. Mr. Ray just
25 declares it as if saying it makes it so. I believe, though, that Mr. Ray is thinking that

1 with SS7, interconnection trunks won't get tied up, because if the called number is
2 busy, the call won't be set up, so that trunks can't get choked. If that is what Mr. Ray
3 is thinking, he is mistaken, because while SS7 signaling in some networks can look
4 ahead to determine if the called party line is on-hook or off-hook, AT&T Florida's
5 SS7 does not have that feature; nor, to the best of my knowledge, does the SS7 of any
6 other Regional Bell Operating Company.

7 **Q. MR. RAY ALSO CLAIMS THAT AT&T FLORIDA'S PROPOSAL TO**
8 **REQUIRE MASS CALLING TRUNKS IS DISCRIMINATORY BECAUSE**
9 **AT&T FLORIDA DOES NOT IMPOSE THE SAME REQUIREMENT ON**
10 **ALL CLECS AND CMRS PROVIDERS AND DOES NOT IMPOSE THE**
11 **SAME REQUIREMENT ON ITSELF. (RAY DIRECT AT 37, LINES 17-20.)**
12 **IS THAT TRUE?**

13 A. No. I am not aware of any AT&T Florida ICA that does not require mass calling
14 trunks. It has been the policy and practice of all AT&T ILECs for years to insist on
15 mass calling provisions in their ICAs, and of all the ICAs that I have worked with in
16 recent years, I am not aware of any that do not include such provisions. As for Mr.
17 Ray's assertion that AT&T Florida's proposed language does not require AT&T
18 Florida to order choke trunks to CA, I already demonstrated in my direct testimony
19 that that is wrong. Neinast Direct at 12, lines 3-10.

20 The Commission should require the parties' ICA to include the language
21 AT&T Florida has proposed for Network Interconnection section 4.3.9 that requires
22 choke trunks.

23

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

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

4 **Q. DO THE FCC’S REGULATIONS FOR NUMBER PORTABILITY ALLOW**
5 **PORTING WITHOUT REGARD TO RATE CENTER, AS MR. RAY**
6 **SUGGESTS (RAY DIRECT AT P. 40, LINES 15-22)?**

7 A. No. As I testified in my direct testimony, at page 14, the FCC has not ordered
8 carriers to port numbers from one rate center to another. In fact, the FCC’s consumer
9 site states:

10 Under the Federal Communications Commission’s “local number
11 portability” rules, you can switch telephone service providers for
12 wireline, wireless or Voice over Internet Protocol and keep your
13 existing phone number *if you remain in the same geographic area. If*
14 *you are moving from one geographic area to another, however, you*
15 *may not be able to take your number with you.*¹

16 That clearly reflects the FCC’s recognition that carriers are not required to port
17 numbers from one rate center (which the FCC refers to as “geographic area” for the
18 benefit of lay readers) to another.

19 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

20 A. Yes.

¹ <http://www.fcc.gov/cgb/consumerfacts/numbport.html> (emphasis added).