

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Southwestern Bell Telephone Company d/b/a AT&T)
Missouri's Petition for Compulsory Arbitration of)
Unresolved Issues for an Interconnection Agreement) Case No. IO-2011-0057
With Global Crossing Local Services, Inc. and Global)
Crossing Telemangement, Inc.)

DIRECT TESTIMONY OF

MICKEY HENRY

ON BEHALF OF

GLOBAL CROSSING LOCAL SERVICES, INC., AND

GLOBAL CROSSING TELEMAGEMENT, INC.

September 29, 2010

1 **Q. PLEASE STATE YOUR NAME, POSITION, RESPONSIBILITIES AND**
2 **BUSINESS ADDRESS.**

3 A. My name is Mickey Henry and I am a Director of Carrier Relations with Global
4 Crossing. In that position, I manage the relationships between Global Crossing and its
5 vendors, such as AT&T, Qwest, Verizon and other carriers and vendors. My
6 responsibilities include the negotiation of interconnection agreements. My business
7 address is 100 Ashford Center, Atlanta, Georgia 30338-4865.

8 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING IN THIS PROCEEDING ?**

9 A. I am testifying on behalf of Global Crossing Local Services, Inc. and Global Crossing
10 Telemanagement, Inc.

11 **Q: WHAT IS THE DIFFERENCE IN SERVICES PROVIDED BY GLOBAL**
12 **CROSSING LOCAL SERVICES, INC. AND GLOBAL CROSSING**
13 **TELEMANAGEMENT, INC.?**

14 A: Global Crossing Local Services, Inc. provides facilities-based local services as well as
15 VOIP retail and wholesale services. Global Crossing Telemanagement provides resold
16 local services. In my testimony that follows, I collectively refer to Global Crossing Local
17 Services, Inc. and Global Crossing Telemanagement, Inc. as “Global Crossing.”

18 **Q. PLEASE DESCRIBE YOUR BACKGROUND AND EXPERIENCE IN THE**
19 **TELECOMMUNICATIONS INDUSTRY.**

20 A. I have been involved in the telecommunications industry since 1984 at the time of the
21 divestiture of AT&T and the Bell System. At that time, I was a Senior Assistant Attorney
22 General with the Law Department for the State of Georgia. In that role, my client was
23 the Georgia Public Service Commission and I provided the Commission with advice and

1 counsel in the aftermath of divestiture and the establishment of competitive
2 interexchange markets and the imposition of the access charge regime. I also was
3 involved with the divestiture era rate cases for Southern Bell Telephone and Telegraph
4 Company.

5 In 1988, I went to work with MCI in the legal and regulatory department in Atlanta. In
6 that position, I represented the company before the various state commissions in the
7 southeast in numerous proceedings to open telecommunications markets and lower the
8 cost of interexchange access. After the passage of the 1996 federal Telecommunications
9 Act, I was involved in numerous arbitrations and state commission proceedings to
10 establish unbundled network element (“UNE”) rates and rules governing local
11 competition on behalf MCI.

12 Beginning in 2002, I went to work for legacy AT&T (i.e. prior to the acquisition by SBC)
13 in the Law and Public Policy department in Atlanta. In that role, I represented the
14 company in the state proceedings arising out of the FCC’s Triennial Review Order before
15 those proceedings were aborted by the DC Circuit Court of Appeals. Thereafter, I was
16 involved in negotiating and arbitrating interconnection agreements and amendments with
17 BellSouth and Verizon for legacy AT&T.

18 In 2005, at the time of the acquisition by SBC, I left legacy AT&T and represented
19 various CLECs in negotiations and arbitrations with BellSouth. I also served as
20 Executive Director of CompSouth, an organization of CLECs and other competitive
21 carriers in the southeast. In 2007, I assumed my present position as Director of Carrier
22 Relations for Global Crossing.

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

1 A. The purpose of my testimony is to provide the Commission with Global Crossing's
2 position on each of the issues that have been identified for testimony in this proceeding.

3 **Q. ARE YOU PROVIDING TESTIMONY ON ISSUE 1?**

4 A. No, I am not. It is my understanding that the question raised in Issue 1 is purely legal and
5 does not require any testimony. Global Crossing will provide its legal arguments on
6 Issue 1 in its initial and post-hearing briefing.

7 **Q. WHAT IS GLOBAL CROSSING'S POSITION ON ISSUE 2?**

8 **Issue 2: Should Global Crossing be permitted to obtain more than 25% of AT&T**
9 **Missouri's available Dark Fiber? Should Global Crossing be allowed to hold onto**
10 **Dark Fiber that it has ordered from AT&T Missouri indefinitely, or should AT&T**
11 **Missouri be allowed to reclaim unused Dark Fiber after a reasonable period so that**
12 **it will be available for use by other carriers?**

13 A. AT&T has proposed language with requirements and restrictions for Global Crossing's
14 access to and use of dark fiber that are found nowhere in the FCC rules. As a result and
15 consistent with other similar AT&T proposals at variance with FCC rules, Global
16 Crossing has not agreed to put those requirements and restrictions in its interconnection
17 agreement with AT&T.

18 Specifically, AT&T has proposed that: (1) Global Crossing not be able to obtain more
19 than 25% of the spare dark fiber capacity in any two year period (proposed Paragraph
20 10.4.3); and (2) if Global Crossing has not utilized the fiber strands in a prior 12 month
21 period, then AT&T may make the unilateral decision to "revoke" Global Crossing's right
22 to access that dark fiber (Paragraph 10.7.2).

1 **Q. WHAT ARE YOUR OBJECTIONS TO AT&T'S PROPOSAL LIMITING DARK**
2 **FIBER LEASES?**

3 **A.** AT&T should not be given the right, which is not present in the FCC's rules, to limit the
4 amount of dark fiber that Global Crossing may lease on a particular route or in a
5 particular time period. When Global Crossing leases the right to access dark fiber,
6 Global Crossing pays AT&T for that right. The amount of the lease payment has been
7 set by this Commission and is supposed to fully compensate AT&T for the use of the
8 facility. So long as AT&T is compensated for its dark fiber facility assets, there should
9 be no requirement that it be able to limit the amount of dark fiber capacity that Global
10 Crossing may purchase. I cannot imagine Global Crossing leasing dark fiber that it does
11 not intend to use. The business case for leasing assets that one never intends to use is not
12 a good one and I can assure you does not pass the smell test at Global Crossing.

13 **Q. PLEASE EXPLAIN YOUR OBJECTION TO AT&T'S PROPOSED LANGUAGE**
14 **CONCERNING REVOCATION OF FIBER LEASES IF THE FIBER IS NOT**
15 **USED WITHIN 12 MONTHS.**

16 AT&T should not be given the right to unilaterally "revoke" Global Crossing's access to
17 dark fiber that it is leasing based on AT&T's determination of whether Global Crossing
18 has "utilized" the asset during a 12 month period. Once Global Crossing leases the dark
19 fiber asset and so long as the lease payments are made, it is Global Crossing's decision as
20 to how and when to utilize that asset. There is no reason why Global Crossing should be
21 subjected to unfair requirements relating to its use of dark fiber that are not present in the
22 FCC's extensive regulations relating to those facilities.

1 Q. WHERE DO THE FCC'S REGULATIONS ON THE PROVISION OF DARK
2 FIBER BY INCUMBENT LOCAL EXCHANGE CARRIERS TO COMPETITIVE
3 LOCAL EXCHANGE CARRIERS APPEAR?

4 A. The FCC's regulations governing the provision of unbundled network elements,
5 including dark fiber, appear in Title 47 of the Code of Federal Regulations, Part 51,
6 Subpart C. The rule that pertains specifically to dark fiber is 47 C.F.R. § 51.319(e)(iv).

7 Q. WHAT IS GLOBAL CROSSING'S POSITION ON ISSUE 3?

8 **Issue 3: Which Routine Network Modification (RNM) costs are not being recovered**
9 **in existing recurring and non-recurring charges?**

10 A. Global Crossing's position is that this is a factual question that should be determined by
11 the Commission at the time that: (1) Global Crossing asks AT&T to make a particular
12 UNE available at the UNE rate contained in the interconnection agreement; (2) AT&T
13 states that there will be extra costs because the UNE requested requires AT&T to make
14 network modifications that are not routine; and (3) Global Crossing disagrees and asks
15 the Commission to require AT&T to provide the UNE at the UNE rate contained in the
16 interconnection agreement.

17 AT&T's proposed language states that:

18 11.1.7 AT&T-22STATE shall provide RNM at the rates, terms and
19 conditions set forth in this Attachment and in the Pricing Schedule or at
20 rates to be determined on an individual case basis (ICB) or through the
21 Special Construction (SC) process; provided, however, that AT&T-
22 22STATE will impose charges for RNM only in instances where such
23 charges are not included in any costs already recovered through existing,
24 applicable recurring and non-recurring charges. **The Parties agree that**
25 **the RNM for which AT&T-22STATE is not recovering costs in**
26 **existing recurring and non-recurring charges, and for which costs will**
27 **be imposed on CLEC as an ICB/SC include, but are not limited to: (i)**
28 **adding an equipment case, (ii) adding a doubler or repeater including**

1 associated line card(s), and (iii) installing a repeater shelf, and any
2 other necessary work and parts associated with a repeater shelf.

3 **Q. WHAT IS THE NATURE OF YOUR OBJECTION TO THIS LANGUAGE?**

4 **A.** The FCC requires that AT&T only impose RNM charges where the costs for the RNM
5 being provided are not recovered elsewhere. Global Crossing disagrees with including
6 the proposed underlined language because Global Crossing has no knowledge of whether
7 or not AT&T included these costs in its UNE cost studies filed with and approved by this
8 Commission. There is a distinct possibility that allowing AT&T's proposed language
9 will result in over-recovery, in essence, double charging for the same RNM, because the
10 functions specified in the language may already be included in AT&T's normal charges.
11 Moreover, any rates AT&T does charge for RNM, even if they do recover costs that
12 AT&T does not recover elsewhere, must first be approved by the Missouri Public Service
13 Commission. As a result, Global Crossing cannot agree to such a statement in an
14 interconnection agreement between the parties.

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

16 **A.** Yes it does.

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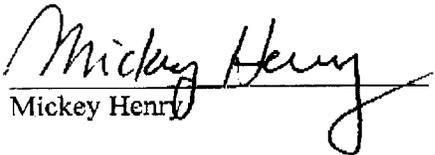
STATE OF GEORGIA)
)
COUNTY OF DAWSON) ss.

AFFIDAVIT OF MICKEY HENRY

Comes now Mickey Henry, being of lawful age and duly sworn, and says and affirms the following:

1. I am Director of Carrier Relations for Global Crossing.
2. I have read the foregoing testimony and affirm that the statements contained therein are true and correct to the best of my knowledge and belief.

Further affiant sayeth not.


 Mickey Henry

Subscribed and sworn to before me this 29th day of September, 2010.


 Notary Public

My commission expires: 2/8/11