

Exhibit No:
Issues:
Witness: Carol Chapman
Type of Exhibit: Rebuttal Testimony
Sponsoring Party: Southwestern Bell
Telephone , L.P., d/b/a
SBC Missouri
Case No: TO-2005-0336

SOUTHWESTERN BELL TELEPHONE, L.P.,
d/b/a SBC MISSOURI

CASE NO. TO-2005-0336

REBUTTAL TESTIMONY

OF

CAROL CHAPMAN

Dallas, Texas
May 19, 2005

In the Matter of Southwestern Bell Telephone, L.P.,)
d/b/a SBC Missouri's Petition for Compulsory) Case No. TO-2005-0336
Arbitration of Unresolved Issues for a Successor
Agreement to the Missouri 271 Agreement ("M2A"))

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1 **I. INTRODUCTION**

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

3 A. My name is Carol A. Chapman. My business address is 311 S. Akard, Dallas, Texas
4 75202.

5 **II. EXECUTIVE SUMMARY**

6 **Q. WHAT ISSUES DO YOU DISCUSS IN YOUR REBUTTAL TESTIMONY?**

7 A. I rebut CLEC testimony on issues related to xDSL loops, line splitting, call-related
8 databases including the advanced intelligent network (“AIN”), packet switching and fiber
9 loops, routine network modifications, wire center designations, coordinated hot cuts,
10 number portability, numbering, 911, SS7 and the construction of a secured frame room. I
11 will provide an overview of each of these issues below.

12 **Q. WHAT ARE THE PRIMARY AREAS OF DISPUTE FOR XDSL LOOPS?**

13 A. MCIIm is the only CLEC that has raised xDSL issues. My testimony rebuts the testimony
14 of Mr. Price and Mr. Tenerelli. The primary areas of dispute for xDSL involve MCIIm’s
15 attempt to force the arbitration of various voluntarily developed SBC Missouri
16 commercial offerings such as SBC Missouri acceptance testing process. MCI’s witnesses
17 provided little support for a position that these offerings are non-voluntary. This
18 Commission should support the continued development of commercially viable
19 competition by ruling in favor of SBC Missouri.

20 **Q. CAN YOU SUMMARIZE THE LINE SPLITTING DISPUTE YOU ADDRESS IN
21 YOUR TESTIMONY?**

22 A. Yes. MCIIm is also the only CLEC to raise a line splitting issue. I rebut the testimony of
23 Ms. Lichtenberg on this issue. SBC Missouri’s current offerings are fully compliant with

1 the FCC's rules, promote the efficient use of the network, and minimize the potential for
2 future problems. MCI's proposal is contrary to the FCC's rules, inappropriately places
3 SBC Missouri in the middle of the relationship between the two partnering CLECs, and
4 would force SBC Missouri to develop a manual process that would be difficult to
5 implement and likely to result in harm to end users. The Commission should adopt SBC
6 Missouri's proposal for this arrangement.

7 **Q. DID YOU PROVIDE REBUTTAL ON THE CALL-RELATED DATABASE**
8 **ISSUE YOU COVERED IN YOUR DIRECT TESTIMONY?**

9 A. The CLEC Coalition did not address any of the substantive issues related to call-related
10 databases that I discussed in my direct testimony. As I indicated in my direct testimony,
11 the CLEC Coalition's proposal is contrary to the FCC's current rules. The CLEC
12 Coalition provided no justification for the substance of its proposed language.

13 **Q. CAN YOU SUMMARIZE YOUR TESTIMONY ON THE PACKET SWITCHING**
14 **AND FIBER LOOP ISSUES?**

15 A. Yes. I rebut Mr. Rhinehart's testimony for AT&T, Mr. Ledoux's testimony for
16 Navigator, Mr. Price for MCI, Mr. Maples for Sprint, and Mr. Cadieux for the CLEC
17 Coalition. The CLECs seek unbundled access to the packetized bandwidth, features,
18 functions and associated equipment of SBC Missouri's hybrid loops including unbundled
19 access to DSLAMs and fiber feeder facilities, unbundled access to fiber loops beyond the
20 limited circumstances allowed by the FCC's orders and rules, and suggest that SBC
21 Missouri is obligated to deploy TDM capabilities where it has not done so.

22 **Q. CAN YOU SUMMARIZE YOUR TESTIMONY ON THE WIRE CENTER**
23 **DESIGNATION ISSUES?**

24 A. Yes. I rebut the testimony of Mr. Rhinehart (AT&T), Mr. Cadieux (CLEC Coalition),
25 Mr. Price (MCI), and Mr. Maples (Sprint). SBC Missouri's proposal for wire center

1 designations meet the majority of the concerns raised by the CLECs and provide a
2 consistent process for all.

3 **Q. PLEASE SUMMARIZE YOUR TESTIMONY ON DS1 INTEROFFICE**
4 **TRANSPORT.**

5 A. I rebut Mr. Cadieux's testimony provided on behalf of the CLEC Coalition regarding the
6 application of the volume caps for DS1 transport. The CLEC Coalition's proposed
7 language to limit the application of the volume cap is contrary to the FCC's rule. SBC
8 Missouri's proposed language tracks the rule and is consistent with the *TRRO* and should
9 be adopted.

10 **Q. CAN YOU SUMMARIZE YOUR HOT CUT TESTIMONY?**

11 A. MCIIm is the only CLEC with hot cut disputes. I rebut the testimony of Ms. Lichtenberg.
12 SBC Missouri's hot cut language is reasonable and should be adopted.

13 **Q. CAN YOU SUMMARIZE YOUR TESTIMONY REGARDING NUMBERING**
14 **AND LNP?**

15 A. Yes. I rebut Mr. Knox's testimony supporting Sprint's proposal to eliminate the existing
16 charge for an NXX migration. Mr. Knox's testimony attempts to equate an NXX
17 migration with the porting of a number. In reality, these are two different activities and
18 different compensation standards apply. SBC Missouri's current rate is appropriate and
19 should continue in Sprint's new agreement.

20 The LNP dispute involves the definition of local number portability. I rebut the
21 testimony of Mr. Barber on behalf of Charter regarding the appropriate definition.

22 **Q. WHAT ARE THE E911/911 DISPUTES INCLUDED IN YOUR REBUTTAL?**

23 A. Charter is the only CLEC to file direct testimony on the disputed 911 issues. I rebut the
24 testimony of Mr. Cornelius regarding the need for CLECs to obtain appropriate
25 authorization prior to turning up 911 service.

1 **Q. WHAT ARE DISPUTED ISSUES ASSOCIATED WITH SS7?**

2 A. I rebut the testimony of Mr. Price (MCIm) and Mr. Falvey (Xspedius) regarding SS7
3 disputes. SBC Missouri no longer has an obligation to provide SS7 signaling as an
4 unbundled network element to facilities-based providers. The terms of SBC Missouri's
5 SS7 offering are governed by the terms of SBC Missouri's access tariffs.

6 **Q. WHAT IS THE DISPUTED ISSUE BETWEEN SBC MISSOURI AND**
7 **BIRCH/IONEX RELATING TO THE DEPLOYMENT OF A SECURED FRAME**
8 **ROOM?**

9 A. I also respond to the testimony of Mr. Ivanuska in regard to Birch/Ionex's proposed
10 language requiring SBC Missouri to construct a secured frame room in its central offices
11 (or, if space is not available, an external cross connect cabinet) at its own expense. The
12 secured frame would be used for the purpose of enabling CLECs to combine UNEs or
13 other elements. Birch/Ionex's proposal is inappropriate, unreasonable, unnecessary,
14 inconsistent with SBC Missouri's legal obligations and the FCC's pricing standards and
15 should be rejected. SBC Missouri currently combines UNEs in instances where CLECs
16 are not collocated, and if a CLEC is collocated, the CLEC would be able to access UNEs
17 in its collocation arrangement and would be able to connect 271 elements with UNEs
18 within their collocation arrangements

19
20 **III. XDSL ISSUES**

21 **[MCIm Issues – xDSL 1, xDSL 2, xDSL 3, xDSL 4, xDSL 5, xDSL 6, YZP 1, YZP 2, and**
22 **Pricing Schedule 8]**

23 **(a) MCIm xDSL Issue 1**

24 **MCIm Issue Statement:** *Is the FCC's Triennial Review Order the sole source*
25 *of SBC's obligation to provide xDSL?*

26 **SBC Issue Statement:** *Should the Appendix reflect the Parties' obligation to comply*
27 *With the TRO and the lawful and effective FCC rules relating*
28 *To xDSL?*
29
30

1 **Q. WHAT IS THE NATURE OF THIS DISPUTE?**

2 A. MCIIm has objected to SBC Missouri's proposed language stating that SBC Missouri will
3 offer xDSL Loops and subloops in accordance with the FCC's *TRO* and implementing
4 rules.

5 **Q. WHAT IS THE BASIS FOR MCIM'S OBJECTION?**

6 A. Mr. Price objects to SBC Missouri's proposed language based on his view that the "*TRO*
7 is not the sole source of SBC's obligations to provide xDSL."¹ SBC Missouri's proposal
8 does not exclude any obligations that may exist in other FCC orders; however, in light of
9 the fact that the rules governing xDSL Loops were established in the *TRO*, it is important
10 to note that SBC Missouri's xDSL Loop and subloop offerings will be offered in a
11 manner that is consistent with the applicable FCC rules.

12 **(c) MCIIm XDSL Issue 2**

13 **Issue Statement:** *Should the Commission adopt SBC's liability and indemnity*
14 *language for the DSL appendix in addition to that*
15 *contained in GT&C?*
16

17 **Q. DID MCIM PROVIDE TESTIMONY ON THIS DISPUTE?**

18 A. No

19 **(c) MCIIm XDSL Issue 3**

20 **Issue Statement:** *Should time and materials charges be set forth in Appendix Pricing or as*
21 *set forth in SBC's tariff?*
22

23 **Q. DO YOU HAVE ANY PRELIMINARY COMMENTS ON THIS ISSUE?**

24 A. Yes. As I explained in my direct testimony, the offerings in question for this dispute are
25 voluntary offerings. SBC Missouri has not agreed to negotiate or arbitrate these offerings
26 in the context of a Section 251/252 negotiation and arbitration. SBC Missouri has not

¹ Price Direct at p. 47.

1 brought this issue to the Commission for resolution because SBC Missouri does not
2 believe that the dispute raised by MCIm is subject to arbitration.

3 **Q. WHICH WITNESS ADDRESSES THIS ISSUE FOR MCIM?**

4 A. MCIm witness, Sam Tenerelli, addresses this issue briefly in his testimony.²

5 **Q. DOES MR. TENERELLI OBJECT TO THE RATES THAT SBC MISSOURI HAS**
6 **PROPOSED?**

7 A. No. Mr. Tenerelli merely objects to the fact that the rates that SBC Missouri will apply
8 are contained in SBC Missouri's federal access tariff.

9 **Q. WHY DID SBC MISSOURI DECIDE TO USE TARIFF RATES FOR THE**
10 **ACTIVITIES IN QUESTION?**

11 A. SBC Missouri existing federal access tariffs have approved rates that are appropriate for
12 the work activities in question. SBC Missouri's willingness to offer these services was
13 based, in part, on its ability to use these existing rates and billing mechanisms. Using
14 approved tariff rates assures that SBC Missouri's offering is available on a non-
15 discriminatory basis.

16 **Q. DID MR. TENERELLI PROVIDE JUSTIFICATION FOR MCIM'S POSITION**
17 **THAT THE OFFERINGS IN QUESTION ARE SUBJECT TO ARBITRATION?**

18 A. No. In order to rule in the manner suggested by Mr. Tenerelli, the Commission would
19 first need to decide that SBC Missouri's offering is subject to arbitration. Mr. Tenerelli
20 provided no justification for such a conclusion.

21 **(d) MCIm xDSL Issue 4**

22 **Issue Statement:** *Should there be an exception to MCIm's obligation to pay for*
23 *Acceptance testing when certain performance standards are*
24 *not met?*
25

26 **Q. DO YOU HAVE ANY PRELIMINARY COMMENTS ON THIS ISSUE?**

² Direct Testimony of Sam Tenerelli on Behalf of MCImetro Access Transmission Services LLC ("Tenerelli Direct") at pp. 2-3.

1 A. Yes. As I explained in my direct testimony, SBC Missouri's acceptance testing offering
2 is a voluntary offerings. SBC Missouri has not agreed to negotiate or arbitrate this
3 offering in the context of a Section 251/252 negotiation and arbitration. SBC Missouri
4 has not brought this issue to the Commission for resolution because SBC Missouri does
5 not believe that the dispute raised by MCIm is subject to arbitration.

6 **Q. MR. TENERELLI'S TESTIMONY SUGGESTS THAT MCIM'S PROPOSED**
7 **PROVISIONS ARE NECESSARY TO ENSURE THAT SBC MISSOURI MEETS**
8 **ITS PERFORMANCE OBLIGATIONS.³ IS THIS TRUE?**

9 A. No. SBC Missouri's performance is measured in accordance with the performance
10 measures adopted by the parties. Remedies for poor performance are addressed by the
11 parties' performance remedy plan. The language proposed by MCIm is not necessary to
12 ensure SBC Missouri meets its performance obligations.

13 **Q. MR. TENERELLI SUGGESTS THAT MCIM'S PROPOSED LANGUAGE IS**
14 **STANDARD LANGUAGE.⁴ IS THIS TESTIMONY MISLEADING?**

15 A. Yes. As explained in my direct testimony, SBC Missouri's original acceptance testing
16 offering did include an audit process. However, the audit process has not been part of the
17 offering for some time now. Although it is likely that MCIm's older interconnection
18 agreements may have audit provisions, its newer interconnection agreements do not.
19 MCIm raised this issue in arbitrations last year in Illinois and Texas. MCIm's proposals
20 were not adopted in either proceeding.

21 **Q. MR. TENERELLI CLAIMS THAT UNDER MCIM'S PROPOSAL, SBC**
22 **MISSOURI "ONLY LOSES MONEY IF ITS (SIC) FAILS TO CONDITION**
23 **LOOPS APPROPRIATELY."⁵ IS THIS TRUE?**

³ Tenerelli Direct at pp. 3-5.

⁴ Tenerelli Direct at p.4.

⁵ Tenerelli Direct at p. 4.

1 A. No. MCI's proposal requires that SBC Missouri perform a manual audit of MCI's
2 orders any time MCI's requests. SBC Missouri will be forced to incur the expenses
3 associated with performing the manual audit even if MCI's concerns prove to be
4 unfounded. MCI has not proposed any compensation mechanism in the event that
5 MCI requests such an audit, and SBC Missouri performance proves to be acceptable.

6 **Q. CAN YOU SUMMARIZE THIS ISSUE?**

7 A. SBC Missouri's acceptance testing offering is a voluntary offering. If MCI does not
8 agree with the terms of the offering, MCI is not required to accept the offering;
9 however, MCI cannot impose terms upon SBC Missouri without SBC Missouri's
10 agreement. Furthermore, MCI's interconnection agreement already has provisions to
11 ensure that SBC Missouri's performance remains acceptable. MCI's claim that its
12 proposed provisions are necessary to ensure adequate performance are without merit.

13 **(e) Yellow Zone Ordering Process ("YZP") Issues**

14
15 **MCI xDSL Issue 6**

16 **MCI Issue Statement:** *What terms and conditions should apply to YZP trouble tickets?*

17 **SBC Issue Statement:** *Should the tariffed time and material charges apply for work*
18 *Performed by SBC Missouri at MCI's request beyond that*
19 *Required under the Act or the Parties' ICA?*
20
21

22 **Q. DID MCI PROVIDE TESTIMONY ON THE YZP RELATED ISSUES?**

23 A. No. MCI YZP Issues 1 and 2 have been resolved. MCI did not provide any
24 testimony on xDSL Issue 6. SBC Missouri's position should be adopted.

25 **(f) MCI xDSL Issue 5a**

26 **MCI Issue Statement:** *Are acceptance testing, cooperative testing, loop conditioning,*
27 *maintenance and repair of xDSL loops within the scope of*
28 *SBC's 251(c)(3) unbundling obligations?*
29

30 **SBC Issue Statement:** *Should the tariffed time and material charges apply for*
31 *maintenance work and testing performed by SBC Missouri at*

1 *MCIm's request beyond required under the Act or the Parties'*
2 *ICA?*
3

4 **MCIm xDSL Issue 5b**

5 **MCI Issue Statement:** *Has SBC waived the argument that it did not voluntarily negotiate*
6 *the terms listed in Issue 5a above?*
7

8 **SBC Issue Statement:** *Should MCIm's proposed language relation to Acceptance*
9 *testing be rejected?*
10

11 **Q. MR. PRICE IMPLIES THAT ACCEPTANCE TESTING AND COOPERATIVE**
12 **TESTING ARE PART OF STANDARD PROVISIONING PROCESS.⁶ IS THIS**
13 **ACCURATE?**

14 **A.** No. Acceptance testing is not part of the standard provisioning process for xDSL Loops.
15 It is only performed upon request for CLECs that have Acceptance Testing terms and
16 conditions in their ICA. Acceptance testing is *not* testing that SBC Missouri performs
17 when provisioning an xDSL Loop. The standard testing performed by SBC Missouri is
18 included in the line connection charge. Acceptance testing is testing that is performed *by*
19 *the CLEC* with SBC Missouri's assistance. Cooperative Testing is not part of the
20 provisioning process at all. Cooperative Testing, as offered in the xDSL Appendix, is an
21 option that allows a CLEC to request that SBC Missouri dispatch a technician to the end
22 user's premise long after the installation is complete so that the *CLEC* can perform its
23 own tests while the SBC Missouri technician places a short on the loop at the premise. In
24 both cases, SBC Missouri is not performing a test at all. Instead, SBC Missouri is
25 assisting the CLEC as the CLEC performs its own tests. Mr. Price's testimony displays a
26 basic misunderstanding of the offering and should be ignored.

27 **Q. DOES MR. PRICE PROVIDE ANY JUSTIFICATION FOR MCIM'S PROPOSAL**
28 **REQUIRING SBC MISSOURI TO PROVIDE NON-REQUIRED SERVICES AT**
29 **TELRIC-BASED RATES?⁷**

⁶ Direct Testimony of Don Price on behalf of MCIm ("Direct Testimony") at p. 142.

1 A. No. Mr. Price does not explain why he believes that the specific offerings in question are
2 required offerings or why they should be made available at TELRIC-based rates. Instead,
3 Mr. Price simply references the fact that SBC Missouri does have an obligation to
4 condition, maintain, repair and test the xDSL Loops it provides.⁸ SBC Missouri does not
5 dispute these obligations as Mr. Price implies. In fact, the obligations mentioned by Mr.
6 Price are not even relevant to the actual disputes. As I explained in my direct testimony,
7 the disputes involve various non-required offerings that SBC Missouri has developed
8 voluntarily in response to requests from CLECs. Mr. Price's testimony does not provide
9 any explanation as to why MCI believes that these offerings are somehow required.

10 **(h) MCI Pricing Schedule Issue 8**

11 **Issue Statement:** *Should there be a rate for line station transfer?*
12

13 **Q. WHAT IS THE NATURE OF THIS DISPUTE WITH MCI?**

14 A. As explained in my direct testimony, in some instances where conditioning is requested
15 through the trouble ticket process, SBC Missouri is able to provide a loop with the
16 desired characteristics by performing a less expensive work activity (a line and station
17 transfer, or "LST"). MCI objects to allowing SBC Missouri to charge for this work
18 performed in response to an MCI request.

19 **Q. DO YOU AGREE WITH MR. PRICE'S TESTIMONY ON THIS ISSUE?**⁹

20 A. No. Mr. Price discusses LSTs that were performed as part of the normal provisioning
21 and maintenance of loops. As explained in my direct testimony, the LST rate in dispute

⁷ Price Direct at p. 143.

⁸ Price Direct at p. 142, see also Price Direct at pp. 138-139 for discussion of MCI Pricing Schedule Issue 30. The rates at issue for Pricing Schedule Issue 30 would apply for various non-required offerings.

⁹ Price Direct at pp. 133-134.

1 is not for the type of LST described in Mr. Price's testimony, but for LSTs performed in
2 lieu of conditioning after the loop has already been provisioned. SBC Missouri is entitled
3 to cost recovery for work it performs on MCIm's behalf and this type of LST is *not*
4 included in SBC Missouri's line connection rate. SBC Missouri's proposal should be
5 adopted.

6
7 **IV. LINE SPLITTING ISSUES**

8
9 **MCIm – Line Splitting Issue 5**

10 **Issue Statement:** *Which Party's description of the Line Splitting obligation should be*
11 *included in this Agreement?*

12
13 **Q. WHAT IS THE NATURE OF THE LINE SPLITTING DISPUTE WITH MCIM?**

14 A. MCIm has proposed contract language that would require SBC Missouri to act as a
15 middleman between two facility-based CLECs in a line splitting arrangement. More
16 specifically, MCIm's proposal would literally place SBC Missouri between MCIm and
17 every data CLEC with whom MCIm chose to engage in line splitting. Instead of utilizing
18 the direct CLEC-to-CLEC cabling that is currently available to line splitting CLECs,
19 MCIm has proposed that SBC Missouri be required to implement a convoluted manual
20 process that would add unnecessary complication and provide little or no benefit.
21 MCIm's proposed language is unnecessary, would require SBC Missouri to develop and
22 implement brand new manual processes, and could have a negative impact on end users.

23 **Q. DID MS. LICHTENBERG REPRESENT THE CURRENT STATUS OF THE**
24 **LINE SPLITTING COLLABORATIVES (AND MY PREVIOUS TESTIMONY**
25 **ON THIS ISSUE) ACCURATELY?¹⁰**

¹⁰ Direct Testimony of Sherry Lichtenberg on Behalf of MCImetro Access Transmission Services LLC ("Lichtenberg Direct") at p. 16.

1 A. Only partially. As I indicated in my direct testimony, all of the parties that had been
2 participating in the line splitting collaboratives agreed that there is currently no benefit to
3 holding separate line splitting collaborative meetings. Instead, all of the line splitting
4 issues from the collaborative were rolled back into the normal change management
5 process, which is also a collaborative effort. Furthermore, SBC Missouri has specifically
6 expressed its willingness to reconvene the line splitting specific collaboratives if the
7 CLECs believe there is a need to do so in the future.

8 **Q. WHY DID SBC MISSOURI PROPOSE LANGUAGE REFERENCING**
9 **COLLABORATIVES?**

10 A. Modifications, if any, to the processes by which SBC Missouri facilitates CLEC line
11 splitting, which will necessarily impact the industry at large, should not be implemented
12 through bilateral arbitrations and bilateral contract language. Instead, the entire industry
13 should be involved when new processes are considered and implemented. MCIm is
14 attempting to circumvent industry collaboratives and the change management process. In
15 discussing her demands for unilateral modification of industry-affecting line splitting
16 processes, Ms. Lichtenberg objects to SBC Missouri's commitment to abide by the
17 outcome of any statewide collaboratives and suggests that such a commitment is
18 meaningless.¹¹ However, the *TRRO* states that such collaborative processes are the
19 appropriate place to "work out the processes necessary to support line splitting" and
20 referenced SBC's ongoing collaborative efforts.¹² In addition, Ms. Lichtenberg's
21 testimony suggests that SBC Missouri's commitment is limited to SBC Missouri initiated
22 collaborative efforts; however, SBC Missouri's proposal also includes Commission-

¹¹ Lichtenberg Direct at p. 16.

¹² *TRRO* at ¶ 217, fn 591.

1 mandated line splitting collaboratives. SBC Missouri's proposal is superior because,
2 unlike MCI's unilateral demands, it ensures that no individual party is able to dictate
3 the process for the entire industry.

4 **Q. HAS SBC MISSOURI EXPRESSED ITS WILLINGNESS TO NEGOTIATE**
5 **WITH CLECS REGARDING THE DEVELOPMENT OF A COMMERCIAL**
6 **OFFERING?**

7 A. Yes. Although SBC Missouri has no obligation to offer the type of arrangement MCI
8 has proposed, SBC Missouri has repeatedly expressed its willingness to consider the
9 development of this type of offering on a commercial basis. In fact, I have personally
10 shared this offer with Ms. Lichtenberg on more than one occasion. Unfortunately, rather
11 than work with SBC Missouri on this issue, MCI has tried to impose an obligation on
12 SBC Missouri that is clearly not supported by the FCC's orders and rules. MCI has not
13 agreed to compensate SBC Missouri for expenses associated with the development and
14 implementation of this non-required offering, nor has MCI agreed to provide any
15 assurance to SBC Missouri regarding MCI's use of the process in the event SBC
16 Missouri did agree to implement it. MCI, quite simply, is making demands to which it
17 is plainly not entitled and is doing so without providing anything in return. These are the
18 reasons SBC Missouri is not currently pursuing the development of a commercial
19 offering. In a business-to-business arrangement, both parties seek to find a solution that
20 appeals to all. MCI has not sought such a solution with SBC Missouri on this issue.

1 **Q. IS MCIM'S PROPOSED PROCESS NECESSARY TO "ENABLE MCI AND ITS**
2 **ADVANCED SERVICE PARTNER'S ABILITY TO SPLIT A SINGLE UNE**
3 **LOOP"?¹³**

4 A. No. In fact, the opposite is true. SBC Missouri's current practices allow line splitting
5 CLECs to accomplish this. MCIm's proposed language would require SBC Missouri, not
6 MCIm, to perform all of the work associated with providing the MCIm voice service in
7 conjunction with another CLEC's DSL service. In addition, MCIm's proposed language
8 would impose obligations that are directly contrary to the FCC's rules regarding CLEC-
9 to-CLEC connectivity.¹⁴

10 **Q. DOES SBC MISSOURI DISPUTE ITS OBLIGATION TO SUPPORT A MCIM'S**
11 **ABILITY TO ENGAGE IN LINE SPLITTING ARRANGEMENTS WITH**
12 **ANOTHER CLEC?**

13 A. No. SBC Missouri provides CLECs with the ability to engage in line splitting; of this,
14 there is no doubt. However, MCIm's proposal does not address this requirement. MCIm
15 does not merely request the ability to engage in line splitting. Instead, MCIm demands
16 that SBC Missouri perform functions associated with line splitting that MCIm already has
17 the ability to provide for itself today.

18 **Q. IS IT TRUE THAT "THE MAIN DISTRIBUTION FRAME (AND ASSOCIATED**
19 **CROSS CONNECTS) ALREADY EXISTS TO PROVIDE THE MOST**
20 **EFFICIENT, LEAST COST AND EXPEDIENT MEANS BY WHICH TO**

¹³ Lichtenberg Direct at p. 10.

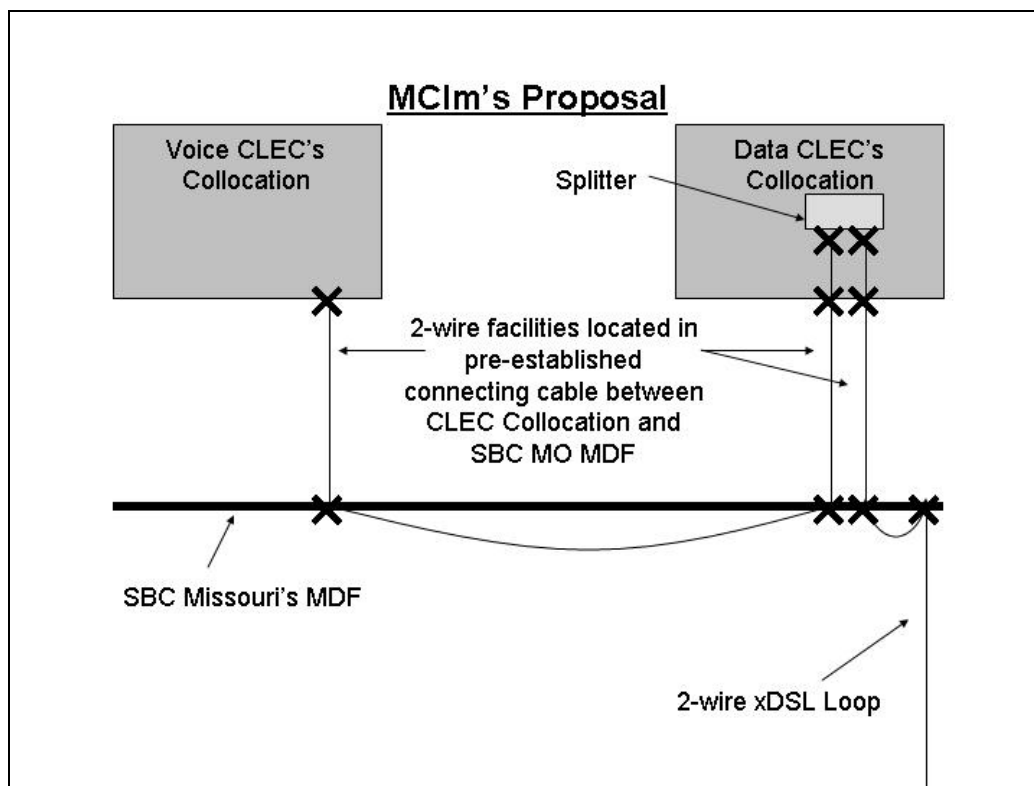
¹⁴ See 47 C.F.R. §51.323(h), which in pertinent part provides: "...an incumbent LEC shall permit a collocating telecommunications carrier to interconnect its network with that of another collocating telecommunications carrier at the incumbent LEC's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises, provided that the collocated equipment is also used for interconnection with the incumbent LEC or for access to the incumbent LEC's unbundled network elements. (1) An incumbent LEC shall provide, at the request of a collocating telecommunications carrier, a connection between the equipment in the collocated spaces of two or more telecommunications carriers, *except to the extent the incumbent LEC permits the collocating parties to provide the requested connection for themselves* or a connection is not required under paragraph (h)(2) of this section...." Because SBC Missouri permits collocation parties (e.g., MCIm and its line splitting CLEC partner) to provide the connection to connect the equipment in their collocated spaces for themselves, SBC Missouri clearly has no obligation under the FCC's rules to combine MCIm's collocation arrangement with that of its partnering CLEC.

CONNECT THE COPPER FACILITIES OF ANY TWO COLLOCATED CARRIERS” AS MS. LICHTENBERG CLAIMS?¹⁵

A. No. This statement is simply false. The cross connects that Ms. Lichtenberg references do not exist today. Furthermore, as I explained in my direct testimony, SBC Missouri does not have processes in place or the inventory capabilities necessary to support the type of arrangement proposed in MCIm’s language. Further, as discussed more fully below, the arrangement proposed by MCIm is not efficient, not forward looking, and is potentially harmful to end users.

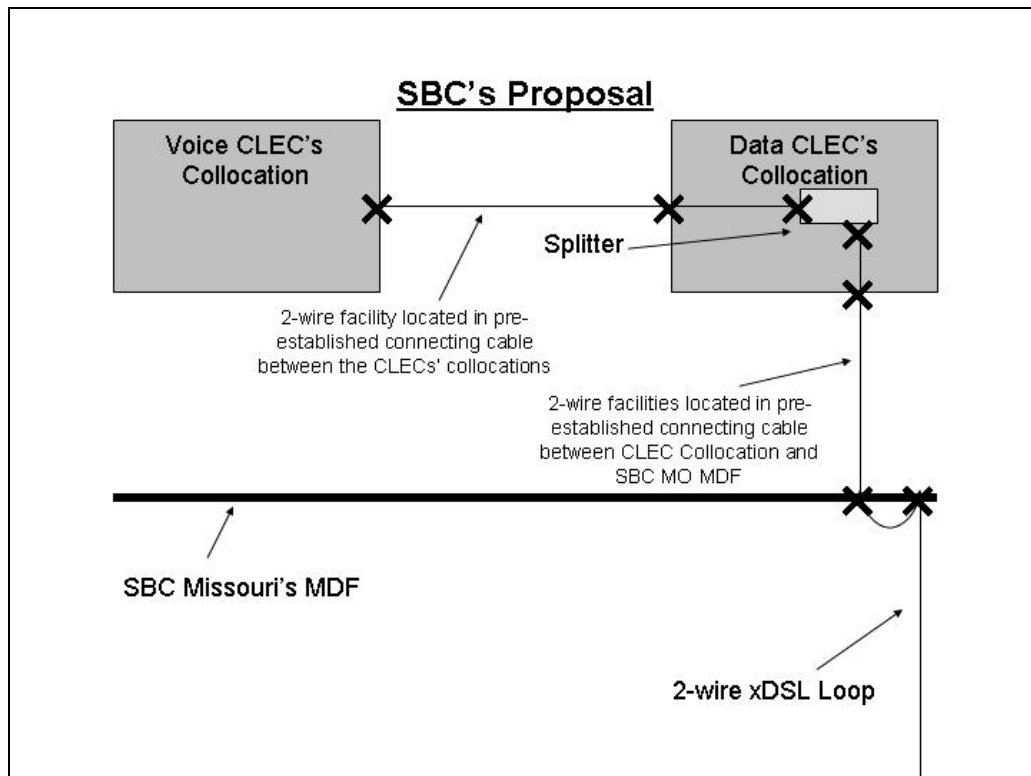
Q. CAN YOU PROVIDE A HIGH LEVEL DESCRIPTION OF MCIM’S PROPOSED ARCHITECTURE AS COMPARED TO THE CURRENTLY AVAILABLE ARCHITECTURE?

A. Yes. I would like to provide a simplified layman’s representation of the two configurations at issue.



¹⁵ Lichtenberg Direct at p. 10.

1 SBC Missouri's current offering is simpler than MCI's proposed architecture.



2 As the above diagrams clearly illustrate, SBC Missouri's current offering is more
3 efficient and less complicated than MCI's proposed architecture.

4 **Q. MS. LICHTENBERG CLAIMS THAT SBC MISSOURI'S CURRENT OFFERING**
5 **REQUIRES MORE WORK FOR BOTH PARTIES.¹⁶ IS THIS TRUE?**

6 **A.** No. The table below outlines the specific connections that each party must provide in the
7 two arrangements. Contrary to Ms. Lichtenberg's claim, SBC Missouri's proposal does
8 not require that CLECs perform any more work than MCI's proposal. In addition,
9 MCI's proposal would also require that SBC Missouri perform additional work that is
10 not necessary under SBC Missouri's current offering.

Architecture Requirements	MCI proposal	SBC Missouri's current offering
Pre-established multi-pair	1 between voice CLEC	1 between voice CLEC

¹⁶ Lichtenberg Direct at pp. 9, 13.

Architecture Requirements	MCIm proposal	SBC Missouri's current offering
cables connecting carriers	and SBC MO 1 between data CLEC and SBC MO TOTAL = 2	and data CLEC 1 between data CLEC and SBC MO TOTAL = 2
SBC-provided connections	1 between xDSL Loop and data CLEC's 1 st connecting facility 1 between data CLEC's 2 nd connecting facility and voice CLEC's connecting facility TOTAL = 2	1 between xDSL Loop and data CLEC's connecting facility TOTAL = 1
CLEC-provided connections	1 between data CLEC's 1 st connecting facility and splitter 1 between splitter and data CLEC's 2 nd connecting facility 1 between voice CLEC's connecting facility and switching TOTAL = 3	1 between data CLEC's splitter and connecting facility to SBC MO 1 between data CLEC's splitter and connecting facility to voice CLEC 1 between voice CLEC's connecting facility and switching TOTAL = 3

Furthermore, as illustrated in the diagram above, MCIm's proposal includes a cross connect that is not associated with any UNE provided by SBC Missouri. This cross connect, which is essential for the voice service in MCIm's proposal, will have to be inventoried manually, and will greatly complicate maintenance a repair for the line splitting arrangement. SBC Missouri's inability to maintain a mechanized inventory of

1 the facilities involved could also result in the inadvertent disconnection of service or in
2 delays in service restoration in the event of trouble. MCIIm's proposal unnecessarily
3 places SBC Missouri in the middle of a physical arrangement between two CLECs,
4 creating additional, increased operational difficulties relating to ongoing provisioning and
5 repair/maintenance.

6 **Q. MS. LICHTENBERG ALSO CLAIMS THAT SBC MISSOURI'S OFFERING**
7 **WILL REQUIRE ADDITIONAL CLEC DISPATCHES.¹⁷ IS THIS TRUE?**

8 A. No. CLECs have the ability to pre-wire the connections so that no central office dispatch
9 is required on each order. Ms. Lichtenberg's statement would only be true if the CLECs
10 chose to pre-wire connections under MCIIm's proposed architecture but chose not to pre-
11 wire connections under SBC Missouri's current offering.

12 **Q. MS. LICHTENBERG ALSO INCLUDES A DISCUSSION OF COSTS THAT SHE**
13 **CLAIMS SUPPORTS HER POSITION.¹⁸ IS MS. LICHTENBERG'S**
14 **TESTIMONY ON THIS ISSUE ACCURATE?**

15 A. No. Ms. Lichtenberg's testimony on this issue is blatantly false. Ms. Lichtenberg
16 conveniently omits the most expensive components of MCIIm's proposed architecture,
17 but includes the comparable components of SBC Missouri's current offering. In the
18 diagram of MCIIm's proposal above, there are three facilities labeled as "2-wire facilities
19 located in pre-established connecting cable between CLEC Collocation and SBC MO
20 MDF." Each of these facilities is located in a pre-established multi-pair cable connecting
21 the CLEC's collocation arrangement to SBC Missouri's main distribution frame
22 ("MDF"). A minimum of two such multi-pair cables are required under MCIIm's

¹⁷ Lichtenberg Direct at p. 13.

¹⁸ Lichtenberg Direct at pp. 12-13.

1 proposal.¹⁹ However, although the pre-existing multi-pair cables supporting two of the
2 connecting facilities in MCI's proposal (the facility used to connect the data CLEC's
3 splitter to SBC Missouri's MDF for connection to the voice CLEC and the facility used
4 to connect the voice CLEC's collocation to the SBC Missouri's MDF) are the equivalent
5 of the CLEC-to-CLEC multi-pair cabling in SBC Missouri's current offering, Ms.
6 Lichtenberg includes costs associated with establishing the CLEC-to-CLEC multi-pair
7 cabling but does not include any of the costs associated with establishing multi-pair
8 cabling connecting CLEC collocations with SBC Missouri's MDF. Ms. Lichtenberg's
9 analysis also does not address the fact that because MCI's proposal actually requires
10 more connecting facilities (three as opposed to the two required under SBC Missouri's
11 offering), MCI's proposal will exhaust the multi-pair connecting cables more quickly
12 than SBC Missouri's offering and lead to even greater expense.²⁰

13 **Q. DID MS. LICHTENBERG LEAVE OUT ANY OTHER RELEVANT COSTS?**

14 A. Yes. Ms. Lichtenberg's testimony does not address the necessary development costs or
15 the significant additional costs to SBC Missouri that would be caused by the manual
16 inventory requirements of MCI's proposed arrangement.

¹⁹ The two facilities between the data CLEC's collocation arrangement and SBC Missouri's MDF may be provisioned over two pairs contained in a single multi-pair connecting cable or over a single pair in each of two separate multi-pair connecting cables. Depending on the architecture chosen by the CLECs, MCI's proposal would involve either two or three pre-established multi-pair connecting cables.

²⁰ For example, under MCI's proposal, for each CLEC line splitting requires two 2-wire connection facilities between SBC Missouri and the data CLEC, whereas SBC Missouri's offering only requires one. If these connecting facilities are provisioned over a 100 pair connecting cable, under SBC Missouri's proposal, one 100 pair connecting cable between the data CLEC and SBC Missouri would support 100 arrangements. Under MCI's proposal, it would take two 100 pair connecting cables between the data CLEC and SBC Missouri to support the 100 arrangements. None of the expenses associated with the connecting cables is included in Ms. Lichtenberg's discussion.

1 **Q. DO YOU BELIEVE THAT MS. LICHTENBERG’S CONCERNS REGARDING**
2 **THE VOLUME OF CABLING BETWEEN CLECS IS VALID?**²¹

3 A. No. Ms. Lichtenberg’s testimony is based on an assumption that a single voice CLEC is
4 likely to have multiple data CLEC partners in single central office; however, this
5 assumption is not consistent with current practices. Even in instances where the voice
6 CLEC has not been facility based, voice CLECs have typically only partnered with a
7 single data CLEC in a given central office. There is little reason to believe that in a
8 facility-based environment, where coordination between the two CLECs is even more
9 critical, voice CLECs would suddenly decide to complicate their line splitting processes
10 by involving multiple data carriers in a single central office.

11 **Q. IS IT REASONABLE TO BELIEVE THAT CLECS WOULD NOT BE ABLE TO**
12 **UTILIZE THE CAPACITY OF THE CLEC-TO-CLEC CABLING AS MS.**
13 **LICHTENBERG SUGGESTS?**

14 A. No. CLECs typically collocate in central offices where customer volumes are high
15 enough to justify the expense associated with their deployment of equipment and
16 facilities. Furthermore, in light of the fact that, as discussed above, SBC Missouri’s
17 current offering actually requires the use of fewer facilities than MCIm’s proposal, the
18 CLEC-to-CLEC cabling could be less fully utilized and still be more efficient.

19 **Q. IS MCIM’S PROPOSAL A “NECESSARY NETWORK MODIFICATION” FOR**
20 **UNBUNDLED LOOPS USED IN LINE SPLITTING ARRANGEMENTS?**²²

21 A. No. The disputed portion of MCIm’s proposed language applies to activity that would
22 occur after SBC Missouri hands off the unbundled loop that will be used in the line

²¹ Lichtenberg Direct at p. 11.

²² Lichtenberg Direct at pp. 13-14.

1 splitting arrangement. In fact, the disputed work that MCIm is proposing has nothing to
2 do with the loop at all.

3 **Q. IS MCIM'S PROPOSAL CONSISTENT WITH THE MANNER IN WHICH SBC**
4 **MISSOURI CONNECTS WITH DATA CLECS WITH WHICH IT SHARES**
5 **LOOPS?**

6 A. No. Although Ms. Lichtenberg acknowledges the FCC's determination that cross
7 connects should be provided that allow a collocator "to use the existing network in as
8 efficient a manner as the incumbent uses it for its own purposes,"²³ MCIm's proposal is
9 not consistent with the manner in which SBC Missouri provides service for itself. SBC
10 Missouri's proposal, on the other hand, satisfies the FCC's rule; it is consistent with the
11 way SBC Missouri provides service for itself.²⁴ Under SBC Missouri's proposed
12 language, the data CLEC hands off the voice signal to the voice CLEC over a cable pre-
13 established between the voice CLEC and the data CLEC. This is the exact same thing
14 that occurs in a line sharing arrangement where SBC Missouri provides the voice and a
15 data CLEC provides the data. In a line sharing arrangement, the data CLEC also hands
16 off the voice signal to the voice provider (in this case, SBC Missouri) over a cable pre-
17 established between SBC Missouri and the data CLEC. The only difference between the
18 two arrangements is the location of the voice provider to which the pre-established cable
19 for the voice signal is connected.

²³ Lichtenberg Direct at pp. 14-15.

²⁴ See FN 14 above.

1 **Q. MS. LICHTENBERG STATES THAT ANOTHER ILEC’S WILLINGNESS TO**
2 **OFFER AN ARRANGEMENT SIMILAR TO THAT PROPOSED HERE**
3 **SUGGESTS THAT SBC MISSOURI’S POSITION IS “UNREASONABLE AND**
4 **ANTI-COMPETITIVE.”²⁵ IS THIS A REASONABLE CONCLUSION?**

5 A. No. To begin with, as I explained in my direct testimony, ILECs are required to “permit
6 a collocating telecommunications carrier to interconnect its network with that of another
7 collocating telecommunications carrier at the incumbent LEC’s premises and to connect
8 its collocated equipment to the collocated equipment of another telecommunications
9 carrier within the same premises.”²⁶ As part of this requirement, ILECs must provide “at
10 the request of a collocating telecommunications carrier, a connection between the
11 equipment in the collocated spaces of two or more telecommunications carriers, *except to*
12 *the extent the incumbent LEC permits the collocating parties to provide the requested*
13 *connection for themselves* or a connection is not required under paragraph (h)(2) of this
14 section....”²⁷ SBC Missouri meets this requirement by permitting collocating parties
15 (e.g., MCI and its line splitting CLEC partner) to provide the connection to connect the
16 equipment in their collocated spaces for themselves. However, other ILECs may choose
17 to provide the connection themselves instead of allowing CLECs to establish their own
18 connections as SBC Missouri has done.

19 **Q. HAVE CLECS INDICATED TO YOU THAT THIS IS THE CASE?**

20 A. Yes. During the line splitting collaboratives, the parties often discussed various offerings
21 provided by different ILECs. In one of the discussions on this issue, the CLECs
22 indicated that they would like SBC Missouri to consider providing the same type of

²⁵ Lichtenberg Direct at p. 15.

²⁶ See 47 C.F.R. §51.323(h).

²⁷ See 47 C.F.R. §51.323(h) (emphasis added).

1 offering for CLEC-switched line splitting as another ILEC. However, the CLECs also
2 indicated that they did not want us to take the position taken by the ILEC in question –
3 namely that in light of the new offering, the ILEC was no longer obligated to offer
4 CLEC-to-CLEC cabling. Based on the CLECs representations during the line splitting
5 collaboratives, it appears that other ILECs may have simply chosen a different option
6 than SBC Missouri.

7 **Q. ARE THERE PRACTICAL DIFFERENCES BETWEEN ILECS THAT MAY**
8 **IMPACT AN ILEC’S ABILITY TO SUPPORT DIFFERENT OFFERINGS?**

9 A. Yes. Different ILECs have different systems and network configurations. As a result, an
10 offering that may be easy to support for one ILEC may be difficult for another ILEC to
11 support. Sometimes this is even true between different regions within SBC’s 13 states. I
12 do know that some of the other ILECs have different provisioning systems with different
13 capabilities than SBC Missouri’s systems. It is possible that other ILECs have the ability
14 to inventory these arrangements in a more efficient manner.

15 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

16 A. For all of the reasons discussed above and in my direct testimony, the Commission
17 should reject MCIm’s proposal in full.

18 **V. UNE ISSUES**

19 [AT&T Issues 2, 16, 17, 19 and 21, CLEC Coalition Issues 1, 17, 23A, 25-27 and
20 65, MCIm 27-29 and 38, Navigator 11b, Sprint 7, and WilTel 27 and 28]
21

22 **A. CALL-RELATED DATABASE ISSUES**

23 **CLEC Coalition UNE Issue 25**

24 **CC Issue Statement:** *Should the terms and conditions on which SBC will provide access to*
25 *call-related databases, e.g., LIDB, be set out in the Agreement in*
26 *light of the TRRO’s requirement that SBC make unbundled local*
27 *switching available for the duration of the transition plan under*
28 *Section 251 and SBC’s separate obligation to make unbundled local*
29 *switching available under Section 271 of the Act?*
30

SBC Issue Statement: *With the TRRO's removal of the obligation to provide unbundled access to local switch ports, what provisions should apply in this ICA for unbundled access to the local switch ports, what provisions should apply in this ICA for unbundled access to call-related databases (except for 911/E911)?*

CLEC Coalition UNE Issue 26

Issue Statement: *Is CLEC entitled to access proprietary SBC developed AIN services under the TRO and particularly in light of the TRRO's removal of mass market local circuit switching?*

CLEC Coalition UNE Issue 65

Issue Statement: *Is CLEC entitled to access proprietary SBC developed AIN services under the TRO and particularly in light of the TRRO's removal of switching?*

Q. DID THE CLEC COALITION PROVIDE TESTIMONY ON THESE ISSUES?

A. The CLEC Coalition did not provide any testimony supporting the specific language that is has proposed. Absent any such support, the CLEC's proposed language, which is inconsistent with the FCC's current rules, must be rejected. This is particularly true in the case of the CLEC Coalition's proposed language for AIN access. The CLEC Coalition's AIN proposed language directly contradicts the FCC's rules regarding the availability of unbundled access to AIN and to SBC Missouri's proprietary AIN-based services.

B. PACKET SWITCHING AND FIBER LOOPS
[AT&T Issues – UNE 16b, 17, and 21, Navigator Issue – UNE 11b, Sprint Issue – UNE 7, MCIIm Issue – UNE 29]

Q. DO YOU HAVE ANY INITIAL COMMENTS?

A. Yes. Two of the issues that I addressed in my direct testimony have been settled with AT&T. Specifically, AT&T's UNE Issue 16b and UNE Issue 21 have been resolved. In addition, I was not aware of Sprint UNE Issue 7, and did not address this issue in my direct testimony. My direct testimony on packet switching and fiber loops did address

1 similar issues, and I will address Sprint's testimony on this specific issue in my rebuttal
2 below.

AT&T UNE Issue 17

Issue Statement: *Is AT&T entitled to have access to packet switching components of NGDLC?*

3
4 **Q. DO YOU HAVE A GENERAL RESPONSE TO MR. RHINEHART'S**
5 **TESTIMONY ON PACKET SWITCHING AND BROADBAND ISSUES?**

6 A. Yes. As I will explain in more detail below, Mr. Rhinehart's testimony on these issues is
7 misleading in many respects and does not accurately reflect the disputes between the
8 parties. Mr. Rhinehart's testimony focuses on the importance of specific unbundling
9 obligations. However, Mr. Rhinehart fails to note that in many cases SBC Missouri has
10 agreed that it must meet the very unbundling obligations Mr. Rhinehart describes. This
11 type of misdirection confuses the issues. As a result, before I address the true disputes, I
12 must first expose the areas where Mr. Rhinehart's testimony suggests that a dispute
13 exists, when in fact, there is no dispute.

14 **Q. MR. RHINEHART'S TESTIMONY DESCRIBES REASONS WHY SBC**
15 **MISSOURI MUST BE OBLIGATED TO PROVIDE UNBUNDLED ACCESS TO**
16 **TIME DIVISION MULTIPLEXED ("TDM-BASED") LOOPS WHERE SBC**
17 **MISSOURI HAS DEPLOYED NEXT GENERATION DIGITAL LOOP CARRIER**
18 **SYSTEMS ("NGDLC").²⁸ HAS SBC MISSOURI REFUSED TO PROVIDE THIS**
19 **TYPE OF UNBUNDLED ACCESS?**

20 A. No. Mr. Rhinehart's testimony on this issue is misleading. Mr. Rhinehart states that for
21 NGDLC loops with both TDM and packet switching capabilities,

22 AT&T is entitled to the TDM capabilities of that loop. The architecture is
23 irrelevant. To rule otherwise would enable SBC to game the system by
24 adding packet capabilities or potential capability to a loop (e.g., adding
25 DSLAM functionality to some or all of a DLC), categorizing all the loops

²⁸ Direct Testimony of Daniel P. Rhinehart on behalf of AT&T Communications of the Southwest, Inc., TCG Kansas City Inc., and TCG St. Louis, Inc. ("Rhinehart Direct") at pp. 52-54.

1 served by that DLC as being packet-based, and then deeming the loops
2 served by that DLC as not available for unbundling (even though the DLC
3 may still have TDM capability, and limited packet capacity).²⁹

4 This claim is false. SBC Missouri has not proposed any language that would
5 eliminate its unbundling obligations related to TDM-based loops provisioned over
6 NDGLC in instances where the NGDLC has packet switching capabilities. The
7 Commission has not been asked to make such a ruling. As I explained in my direct
8 testimony, SBC Missouri has agreed that it must provide AT&T with unbundled access to
9 TDM-based unbundled loops (or a home-run copper loop) where it has deployed
10 NGDLC. SBC Missouri and AT&T have agreed in Section 4.9.3.2 of Attachment 6:
11 UNE that “(w)hen AT&T seeks access to a hybrid loop for the provision of broadband
12 services, SBC MISSOURI shall provide AT&T with nondiscriminatory access to the time
13 division multiplexing-based (TDM-based) features, functions, and capabilities of that
14 hybrid loop.” The language in Section 4.9.3.2 further clarifies that the obligation applies
15 “regardless of the type of loop architecture (*e.g.* NGDLC, UDLC, IDLC).”³⁰ Mr.
16 Rhinehart’s testimony suggesting that AT&T will not have access to TDM-based
17 unbundled loops in instances where SBC Missouri has deployed NGDLC unless the
18 Commission adopts AT&T’s proposed language is completely false.

19 **Q. MR. RHINEHART CLAIMS THAT AT&T’S PROPOSED LANGUAGE**
20 **PROTECTS AT&T’S ACCESS TO THE “NON-PACKETIZED FEATURES AND**
21 **CAPABILITIES OF THE LOOP.”³¹ DOES AT&T’S PROPOSED LANGUAGE**
22 **APPLY ONLY TO NON-PACKETIZED FEATURES AND CAPABILITIES?**

²⁹ Rhinehart Direct at p. 53 (footnotes omitted).

³⁰ This language mirrors the FCC’s findings in the *TRO*. See *TRO* ¶¶ 213, 296, and 297 and Footnotes 627, 850, and 854-855. See also 47 C.F.R. §51.319(a)(2)(iii)(A) and (B).

³¹ Rhinehart Direct at p. 51.

1 A. No. AT&T's proposed language in Section 4.7 of Attachment 6: UNE would improperly
2 include DSLAMs (which are only used for packet-based services) in the definition of a
3 loop. This is clearly inappropriate since the FCC concluded in the *TRO* that, on a
4 national basis, ILECs are not required to unbundle packet switching, specifically
5 including routers and DSLAMs.³² AT&T cannot circumvent the FCC's mandate by re-
6 defining "loop" in a manner allowing it to obtain unbundled access to which it is not
7 otherwise entitled—the DSLAM.

8 **Q. MR. RHINEHART CLAIMS THAT AT&T IS ENTITLED TO "TDM-BASED**
9 **CAPABILITIES OF LOOPS DERIVED FROM THOSE PACKET SWITCHING**
10 **COMPONENTS (E.G., LOOPS DERIVED FROM NGDLCs)." ³³ ARE NGDLCs**
11 **"PACKET SWITCHING COMPONENTS"?**

12 A. No. An NGDLC is not a "packet switching component" in and of itself. In fact, some
13 NGDLC systems do not have any packet switching capabilities at all. Even where SBC
14 Missouri has deployed packet switching capabilities for an NGDLC system, the
15 TDM-based loops provisioned over that NGDLC system do not use those packet
16 switching capabilities. The packet switching capabilities are only used when providing a
17 packet switch based service. When SBC Missouri provisions a TDM-based service, it
18 uses the components of the NGDLC that support TDM – not the packet switching
19 components. As a result, Mr. Rhinehart's testimony suggesting that AT&T is not entitled
20 to packet features, but is entitled to a "packet-based architecture"³⁴ used to provide TDM
21 based loops does not make sense.

22 **Q. CAN YOU PROVIDE AN ANALOGY?**

³² *TRO* ¶¶ 537 and 539-541 and FN. 1645.

³³ Rhinehart Direct at p. 52.

³⁴ Rhinehart Direct at pp. 52-53.

1 A. Yes. Compare SBC Missouri's NGDLC loops to a highway with a high occupancy
2 vehicle lane. Everyone who travels on that highway will use some of the same
3 components of the highway. For example, all of the drivers may use the same entrance
4 and exit ramps. However, many of the drivers on the highway will not be driving high
5 occupancy vehicles and will only use the standard lanes. Those drivers will not make use
6 of the lane designated for high occupancy vehicles. The fact that those drivers are not
7 entitled to use the high occupancy vehicle lane does not limit their access to the standard
8 lanes. In the same way, all loops that are provisioned over an NGDLC system will use
9 certain components of the NGDLC architecture. However, just as the traffic on the
10 highway is separated into a high occupancy vehicle lane and standard lanes, the loops
11 that are provisioned over the NGDLC are provisioned using either the TDM components
12 of the architecture or the packet switching components of the architecture. Limiting
13 access to the packet switching components of the architecture does not limit access to the
14 TDM capabilities.

15 **Navigator Issue - UNE 11b**

16 **Issue Statement:** *Should Navigator's proposed language unlawfully seeking access to*
17 *"broadband" loops be rejected?*
18

19 **Q. DID NAVIGATOR FILE ANY TESTIMONY ON THIS ISSUE?**

20 A. Yes. Navigator filed brief testimony that claimed that "Navigator's suggested language
21 does not conflict with the language in the Performance Measurements index, it refers to
22 that appendix, and seems entirely reasonable."³⁵

23 **Q. DO YOU AGREE WITH NAVIGATOR'S POSITION?**

³⁵ Direct Testimony of Kenrick Ledoux on behalf of Navigator Telecommunications, LLC ("Ledoux Direct") at p. 24.

1 A. No. To begin with, as I explained in detail in my direct testimony, Navigator’s proposal
2 is not simply language relating to performance measurements as Mr. Ledoux’s testimony
3 would seem to imply. In fact, Navigator’s proposed language is actually a back-door
4 attempt to require SBC Missouri to provide unbundled access to packet switching and
5 fiber loops in direct contradiction to the FCC’s rules. In addition, as explained in more
6 detail in the testimony of Mr. Dysart, Navigator’s proposal is not consistent with the
7 agreed to performance measure provisions.³⁶

8 **Q. DOES MR. LEDOUX PROVIDE ANY JUSTIFICATION FOR IMPOSING AN**
9 **UNBUNDLING REQUIREMENT THAT IS DIRECTLY CONTRARY TO THE**
10 **FCC’S RULES?**

11 A. No. Mr. Ledoux’s only support for Navigator’s proposed language is quoted above. For
12 all of the reasons outlined above and in my direct testimony, and in the testimony of Mr.
13 Dysart, Navigator’s proposed language should be rejected.

14
15
16
17
18 **Sprint UNE Issue 7**

19 **Issue Statement:** *Should SBC Missouri be required to deploy TDM voice grade*
20 *transmission capacity into new or existing networks that never had TDM*
21 *capability in contravention of the FCC’s findings?*
22

23 **MCIm Issue – UNE 29**

24 **Issue Statement:** *What terms and conditions should apply for routine modifications of the*
25 *loop?*
26

27 **Q. WHAT IS THE NATURE OF THIS DISPUTE WITH SPRINT?**

28 A. Sprint opposes SBC Missouri’s proposed language that states that SBC Missouri is not
29 require to deploy time division multiplexing (“TDM”) voice grade transmission capacity

³⁶ Direct Testimony of William R. (Randy) Dysart, p. 14; Rebuttal Testimony pp. 1-3.

1 into new or existing networks that never had TDM capability. SBC Missouri's language
2 is consistent with the FCC's orders and implementing rules.³⁷

3 **Q. HOW ARE TDM CAPABILITIES FOR LOOPS TYPICALLY DEPLOYED?**

4 A. As explained in my direct testimony, the FCC has established unbundling rules for three
5 different types of loops – copper loops, hybrid loops, and fiber loops. Hybrid loops use
6 the TDM capabilities of the digital loop carrier (“DLC”) systems deployed by SBC
7 Missouri in order to provide a transmission path. Copper loops do not have TDM
8 capabilities because they are provisioned using a different loop architecture that does not
9 involve DLC.

10 **Q. WHY IS THE MANNER IN WHICH TDM CAPABILITIES ARE DEPLOYED AN**
11 **IMPORTANT CONSIDERATION?**

12 A. Mr. Maples suggests that the FCC has ruled in a manner that would require SBC
13 Missouri to add TDM capabilities to networks that never had TDM capability unless the
14 network in question is packet based.³⁸ However, Mr. Maples conclusion on this issue is
15 based on an incomplete review of the FCC's orders and rules.

16 **Q. WHY DO YOU SAY THAT MR. MAPLES CONCLUSION IS INCONSISTENT**
17 **WITH THE FCC'S ORDERS?**

18 A. Mr. Maples bases his conclusion upon statements made by the FCC in the *FTTC*
19 *Reconsideration Order*. In the *FTTC Reconsideration Order*, the FCC addressed the
20 routine network modification obligations that would apply in the event that an ILEC
21 deployed a packet-based network that had no TDM capabilities. ILECs typically deploy

³⁷ MCIIm provided brief testimony on this issue as well. (See Price Direct at p. 52.) Mr. Price did not provide the specific reasons for MCIIm's objection to the language, so I cannot provide specific rebuttal; however my response to Sprint's testimony applies equally to the language in dispute with MCIIm.

³⁸ Direct Testimony of James M. Maples on Behalf of Sprint Communications Company, L.P. (“Maples Direct”) at p. 45.

1 packet based loop networks over hybrid loops using next generation digital loop carrier
2 (“NGDLC”) systems. NGDLC systems typically also have TDM capabilities. In
3 instances where the ILEC has deployed hybrid loops using NGDLC systems capable of
4 supporting packet-based technologies and TDM-based technologies, the ILEC must
5 provide unbundled access to loops provisioned using the TDM capabilities of the
6 NGDLC system. In the *FTTC Reconsideration Order*, the FCC addressed the obligations
7 that would apply in instances where an ILEC had deployed a packet-based hybrid loop
8 network that did not have TDM capabilities.³⁹ There was no need for the FCC to address
9 the deployment of TDM capabilities on a copper loops because the *TRO* had already
10 established that such deployment was not required.

11 **Q. WHERE IS THIS ISSUE ADDRESSED IN THE *TRO*?**

12 A. This issue is addressed in the FCC’s discussion of routine network modifications. In
13 order to deploy TDM capabilities over a copper loop, SBC Missouri would need to have
14 deployed a remote terminal (“RT”) with TDM capabilities. In addition, SBC Missouri
15 would need to have deployed loop facilities between the RT and SBC Missouri’s central
16 office and between the RT and the end user’s location. In the *TRO*, the FCC determined
17 that the routine network modification requirements do not require ILECs to place new
18 cables or RTs.⁴⁰ Mr. Maples claim that SBC Missouri’s proposed language is overly
19 broad is simply not true.⁴¹

20 **WilTel Issue – UNE 28**

21 **Issue Statement:** *To what extent should SBC be required to make routine*
22 *modifications to Lawful UNE Loop facilities used by*

³⁹ *FTTC Reconsideration Order* at ¶ 20.

⁴⁰ *TRO* at ¶¶ 636-637.

⁴¹ Maples Direct at p. 43.

1 *requesting telecommunications carriers?*

2
3 **CLEC Coalition – UNE 19**

4 **CC Issue Statement:** *What are routine network modifications?*

5 **SBC Issue Statement:** *Should the routine network modification language address only the*
6 *remaining UNEs following the TRRO?*

7
8 **Q. DID WILTEL FILE TESTIMONY ON THEIR DISPUTED ISSUE?**

9 A. No.

10 **Q. ARE YOU ADDRESSING ALL OF THE CLEC COALITION’S TESTIMONY ON**
11 **THIS ISSUE?**

12 A. No. I am only addressing testimony related to the packet-switching and TDM provisions
13 of SBC Missouri’s routine network modification language.

14 **Q. MR. CADIEUX STATES THAT SBC MISSOURI’S PROPOSED LANGUAGE**
15 **4.3.5 OF THE UNE APPENDIX IS “FAR TOO OVERREACHING.”⁴² IS THIS**
16 **TRUE?**

17 A. No. Mr. Cadieux does not provide the basis for his contention; however, the language in
18 question simply outlines the fact that, as discussed above in response to Sprint UNE Issue
19 7 and MCIm UNE Issue 29, SBC Missouri is not obligated to deploy TDM capabilities
20 where they do not exist. SBC Missouri’s language is consistent with the FCC’s findings
21 regarding routine network modifications in the *TRO* and the *FTTC Reconsideration*
22 *Order*.⁴³

23 **Q. MR. CADIEX ALSO CLAIMS THAT THE CONTRACT SHOULD NOT**
24 **CONTAIN THE EXCLUSIONS TO ROUTINE NETWORK MODIFICATIONS**
25 **PROPOSED BY SBC MISSOURI BECAUSE THE EXCLUSIONS ARE NOT**
26 **LISTED IN THE RULE ITSELF.⁴⁴ DO YOU AGREE?**

⁴² Direct Testimony of Edward J. Cadieux on unbundled network elements on behalf of the CLEC Coalition (“Cadieux Direct”) at p. 71.

⁴³ See *TRO* at ¶ 636-637; *FTTC Reconsideration Order* at ¶ 20.

⁴⁴ Cadieux Direct at p. 71.

1 A. No. The FCC's rule outlines the things that SBC Missouri is required to do as part of a
2 routine network modification. The text of the *TRO* also discusses various activities that
3 are not included in a routine network modification. In order to prevent future contract
4 disputes, it is important for the agreement to clearly specify what is a routine network
5 modification and what is not a routine network modification. The fact that the CLEC
6 Coalition disputes the inclusion of language that merely reflects the FCC's findings helps
7 to demonstrate the type of disputes that are likely in the absence of such contract
8 provisions. As explained more fully in my direct testimony, SBC Missouri is not
9 obligated to unbundle its packet switching capabilities. Furthermore, the FCC has
10 clarified that its routine network modification requirements "apply only where the loop
11 transmission facilities are subject to unbundling."⁴⁵ In light of the fact that SBC Missouri
12 is not required to unbundle packet-based loops, it is also not required to perform routine
13 network modifications associated with these packet-based loops.

14 **C. WIRE CENTER DETERMINATION ISSUES**

15 [AT&T Issues – UNE 2d, UNE 2e, UNE 16-1, and UNE 19, CLEC Coalition
16 Issues – UNE 1 and UNE 27, MCI Issues – UNE 27, 28, and 38, Sprint Issue
17 – UNE 3, and WilTel Issue – UNE 27]

18 **AT&T UNE Issue 2d**

19 **Issue Statement:** *What is the appropriate process for handling Declassification of*
20 *DS1/DS3/Dark Fiber Loops/Transport in certain wire centers (and associated routes and*
21 *buildings) that meet the FCC's TRRO criteria for non-impairment? (See also Issue 23)*
22

23 **AT&T UNE Issue 2e**

24 **Issue Statement:** *How will non-impaired wire centers be determined and what procedures will*
25 *apply for ordering and disputes?*
26

27 **AT&T UNE Issue 16-1**

⁴⁵ *FTTC Reconsideration Order* at n. 69.

AT&T Issue Statement: *What UNE loops must SBC provide to AT&T and under what terms and conditions?*

SBC Issue Statement: *What UNE loops must SBC Missouri provide to AT&T after the TRO Remand Order and under what terms and conditions?*

AT&T UNE Issue 19

AT&T Issue Statement: *Should SBC be required to provide unbundled access to unbundled dedicated transport, and, if so, under what terms and conditions? What process should be used to confirm the identification of relevant wire centers? What are the appropriate terms for the conversion of Transitional Declassified Network Elements?*

SBC Issue Statement: *For DS1 and DS3 Transport, where the FCC has declared that it is Declassified on routes between wire centers meeting certain criteria, how will the Parties implement the Declassification of such transport, where it was previously ordered under the Agreement on routes that were not, at that time, Declassified?*

CLEC Coalition UNE Issue 1

CC Issue Statement (1d): *Should the agreement contain a self-executing process for reinstating unbundled network elements that have been “Declassified” by the FCC, if that Declassification is overturned or if the classification of one or more of SBC’s wire centers changes? What process should apply to updating the classification of wire centers? See Sections 1.2.1, 1.2.2 and 1.2.6*

SBC Issue Statement (1a): *How are wire centers (and associated buildings and routes) that meet the FCC’s TRO Remand Order criteria to be characterized under this Agreement?*

CLEC Coalition UNE Issue 27

CC Issue Statement: *Is it proper to insert the language that “once a wire center is classified it cannot be reclassified to a higher numbered classification” since the Commission has not yet conducted its proceeding to determine the classification of wire centers?*

SBC Issue Statement (27b): *Should the agreement clearly define the terms in which once a Wire Center is classified a Tier 1 wire center it cannot be reclassified as a Tier 2 or 3?*

SBC Issue Statement (27f): *Should the agreement contain conflicting notification processes for declassification/rights of revocation?*

MCIm UNE Issue 27

Issue Statement: *Should a list of SBC MISSOURI’s wire centers classifications be a part of this ICA?*

MCIm UNE Issue 28

Issue Statement: *Should MCIm’s proposed language for “wire center determination” be included in the ICA?*

MCIm UNE Issue 38

Issue Statement: *Which Party’s proposal for wire center tier structure should be adopted?*

Sprint UNE Issue 3

1 **SBC Issue Statement:** *What is the appropriate transition and notification process for UNEs*
2 *SBC MISSOURI is no longer obligated to provide?*

3 **Sprint Issue Statement:** *Should changes in SBC MISSOURI'S unbundling obligation due to*
4 *lawful action be incorporated into the terms and conditions pursuant to the change in law*
5 *provisions in the agreements General Terms and Conditions?*

6
7 **WilTel UNE Issue 27**

8 **WilTel Issue Statement:** *Should SBC be permitted to circumvent the ICA's change of law*
9 *provisions or to unilaterally determine when a wire center is no longer subject to unbundling*
10 *obligations without going through a reasonable process?*

11 **SBC Issue Statement:** *Does SBC's wire center declassification language comply with the FCC*
12 *rules?*

13
14 **Q. DO YOU HAVE ANY INITIAL OBSERVATIONS REGARDING THE CLECS'**
15 **TESTIMONY ON THE ISSUES RELATED TO WIRE CENTER NON-**
16 **IMPAIRMENT DESIGNATIONS AND SELF-CERTIFICATION?**

17 A. Yes. It appears that most, if not all, of the CLECs' filed testimony on these issue is not
18 based upon SBC Missouri's current proposal, but upon SBC Missouri's previous
19 proposals on these issues. SBC Missouri drafted the new proposed language described in
20 my direct testimony to address concerns that various CLECs have raised in Missouri and
21 in other states. Many of the concerns raised in the CLECs' testimony are actually
22 covered by SBC Missouri's proposed language. In order to frame the actual areas of
23 dispute, I will first indicate areas where the parties appear to agree conceptually, and then
24 discuss the areas of dispute.

25 **Q. WHAT IS SBC MISSOURI'S PROPOSED LANGUAGE FOR THIS ISSUE?**

26 A. SBC Missouri has offered the following language to the CLECs. Because this language
27 may appear in different locations in the ICAs of different CLECs, and there are specific
28 section references in the proposal, it would be difficult to show the language with the
29 actual section numbers applicable to each CLEC. Section numbering is necessary in
30 order to follow portions of the language, so for illustrative purposes, the text below

1 begins with the section number “1.” There are also references to other provisions of the
2 ICA within SBC Missouri’s proposed language. These references are noted with
3 brackets and capitalized text [[LIKE THIS]] with a description of the content of the
4 referenced language.

- 5 1. SBC MISSOURI has identified wire centers that must be classified as Tier 1 or Tier 2
6 wire centers pursuant to the criteria specified by the FCC in Rules 51.319(e)(2)(ii)-
7 (iv) for DS1/DS3 Dedicated Transport and Dark Fiber Dedicated Transport and wire
8 centers that meet the FCC’s non-impairment criteria as specified by the FCC in Rules
9 51.319(a)(4) and 51.319(a)(5) for DS1/DS3 Loops. Except as provided below, CLEC
10 may not request or obtain (i) DS1/DS3 Loops to a building served by a wire center
11 that SBC MISSOURI has designated as non-impaired, (ii) DS1 Dedicated Transport
12 between Tier 1 wire centers, (iii) DS3 Dedicated Transport between Tier 1 and/or 2
13 wire centers, and (iv) Dark Fiber Dedicated Transport between Tier 1 and/or 2 wire
14 centers.
15

- 16 1.1. In the event that CLEC disputes one or more of SBC MISSOURI’s wire center
17 determinations, CLEC shall undertake a reasonably diligent inquiry to determine
18 whether the specific wire center(s) in question satisfies the availability criteria
19 established by the FCC as referenced above. Prior to placing any order for
20 DS1/DS3 Loops, DS1/DS3 Transport or Dark Fiber Dedicated Transport that
21 SBC MISSOURI has designated as unavailable pursuant to the FCC’s criteria
22 referenced above, CLEC shall self-certify that based on its reasonably diligent
23 inquiry, the wire center (for DS1/DS3 Loops) and/or route (for DS1/DS3
24 Dedicated Transport or Dark Fiber Dedicated Transport) does in fact meet the
25 applicable FCC criteria. If CLEC makes such a self-certification, and CLEC is
26 otherwise entitled to the ordered element under the Agreement, SBC MISSOURI
27 shall provision the requested UNE in accordance with CLEC’s order and within
28 SBC MISSOURI’s standard ordering interval applicable to such UNE and, if it
29 desires to do so, dispute the self-certification and associated orders pursuant to
30 Section 1.1.1-1.1.2 below. CLEC may not self-certify that it is entitled to obtain
31 DS1/DS3 Loops or DS1/DS3 Dedicated Transport at a location where CLEC has
32 met the volume cap set forth in [REFERENCE TO VOLUME CAPS FOR
33 DS1/DS3 LOOPS AND DS1/DS3 Dedicated TRANSPORT] or in a wire center
34 or route where the Commission has already approved SBC MISSOURI’s
35 designation.
36

- 37 1.1.1. In the event of a dispute following CLEC’s self-certification, upon
38 reasonable request by the Commission or CLEC, SBC MISSOURI will
39 make available, subject to the appropriate state or federal protective order,
40 and other reasonable safeguards, data supporting its classification of wire
41 centers only to the extent necessary to justify the classification. CLEC may
42 elect to self-certify using a written or electronic notification sent to SBC

MISSOURI, so long as the self-certification complies with the FCC's TRRO, para. 234, and is in substantial compliance with SBC's requested format as set forth in CLECALL-05-039, issued March 11, 2005. CLEC must remain in compliance with its self-certification for so long as CLEC continues to receive the aforementioned facilities and/or services from SBC-MISSOURI.

1.1.2. Disputes regarding CLEC's compliance with this Section shall be addressed through the dispute resolution process set out in this Agreement. If the Parties determine through informal dispute resolution (or if formal dispute resolution through arbitration at the state Commission or otherwise determines) that CLEC was not entitled to the provisioned DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport under Section 251, the rates paid by CLEC for the affected loop shall be subject to true-up to an equivalent special access rate as of the date billing began for the provisioned element, and CLEC shall be required to disconnect or to transition from the DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport to another wholesale service within thirty (30) days of the determination. If CLEC does not disconnect or transition the DS1/DS3 Loop or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport within the thirty (30) day period, then SBC MISSOURI may transition the circuit to an analogous access service or disconnect the circuit. Conversion of DS1/DS3 Loops or DS1/DS3 Dedicated Transport or Dark Fiber Dedicated Transport shall be performed in a manner reasonably designed to minimize the disruption or degradation to CLEC's customer's service.

2. The parties recognize that wire centers that are not currently designated as meeting the FCC's non-impairment thresholds referenced above, may meet those thresholds in the future. In the event that a wire center that is not currently designated as meeting one or more of the FCC's non-impairment thresholds, meets one or more of these thresholds at a later date, SBC MISSOURI may add the wire center to the list of designated wire centers using the following process.

2.1. SBC MISSOURI will provide notification to CLECs via Accessible Letter that it has determined that a wire center that had previously not met one or more of the FCC's impairment thresholds now does so.

2.2. SBC MISSOURI will continue to accept CLEC orders for impacted DS1/DS3 Loops, DS1/DS3 Dedicated Transport and/or Dark Fiber Dedicated Transport without requiring CLEC self-certification for 30 calendar days after the date the Accessible Letter is issued.

2.3. In the event the CLEC disagrees with SBC MISSOURI's determination, CLEC has 60 calendar days from the issuance of the Accessible Letter to dispute SBC

MISSOURI's determination regarding the wire center following the self-certification process described above.

2.3.1. If the CLEC does not use the self-certification process to dispute SBC MISSOURI's determination within 60 calendar days of the issuance of the Accessible Letter, CLEC must begin to transition any UNEs that have been declassified by the transition process for declassified UNEs as set forth in [[REFERENCE TO THE TRANSITION PROCESS FOR DECLASSIFIED UNES AFTER SBC MISSOURI'S NOTIFICATION]] unless declassification occurs prior to the end of the transition period for the affected UNE set forth in [[REFERENCE TO INITIAL 12/18 MONTH TRANSITION PERIOD FOR DS1/DS3 LOOPS AND DS1/DS3/DARK FIBER DEDICATED TRANSPORT]]. No additional notification will be required.

2.3.2. If the CLEC does follow the self-certification process to dispute SBC MISSOURI's determination within 60 calendar days of the issuance of the Accessible Letter, SBC MISSOURI may dispute CLEC's self-certification as described in Section 1.1 above.

Q. DOES SBC MISSOURI'S LANGUAGE ADDRESS MANY OF THE CONCERNS DISCUSSED IN THE CLECS' TESTIMONY?

A. Yes. A number of the issues raised in the CLECs' testimony is actually covered by SBC Missouri's proposed language. I will address some of these concerns and point to the provisions in SBC Missouri's language where the issue is addressed.

Q. DOES SBC MISSOURI'S LANGUAGE REQUIRE THAT SBC MISSOURI ACCEPT AND PROCESS CLEC ORDERS FOR HIGH-CAPACITY LOOPS AND UNBUNDLED INTEROFFICE DEDICATED TRANSPORT WHERE THE CLEC HAS SELF-CERTIFIED?

A. Yes. Several CLECs describe the need for a self-certification process and note that SBC Missouri has an obligation to process orders if the CLEC self-certifies pursuant to a reasonably diligent inquiry.⁴⁶ SBC Missouri's proposed language does include a self-certification process and requires that even if SBC Missouri disputes the validity of a

⁴⁶ Rhinehart Direct at p. 11; Cadiuex Direct at pp. 87-88; Direct Testimony of James M. Maples on behalf of Sprint Communications Company, L.P. ("Maples Direct") at p. 26; Price Direct at p. 33.

1 CLEC's self-certification, SBC Missouri must process the CLEC's orders while the
2 dispute is pending if the CLEC has self-certified that it is entitled to obtain the requested
3 UNE in accordance with paragraph 234 of the *TRRO*. This requirement is covered in the
4 provisions referenced as 1.1 (including subsections) above. As explained in my direct
5 testimony, SBC Missouri's language concerning the self-certification process is
6 reasonable and fair.

7 **Q. DOES SBC MISSOURI'S PROPOSED LANGUAGE PROVIDE CLECS WITH**
8 **THE ABILITY TO REVIEW, AND DISPUTE IF APPROPRIATE, ANY NEW**
9 **SBC MISSOURI ADDITIONS TO THE NON-IMPAIRED WIRE CENTER LIST?**

10 A. Yes. CLECs also discussed the fact a process was needed that provided CLECs the
11 opportunity to consider, and dispute, any additional wire centers added to the non-
12 impaired wire center list in the future.⁴⁷ Sprint also noted the importance of being
13 provided notice of any such addition.⁴⁸ These issues are also covered by SBC Missouri's
14 proposed language. (See provisions referenced as Section 2 above, including
15 subparagraphs). Once again, SBC Missouri's proposal documents the process in a
16 manner that it clear and fair.

17 **Q. ARE THERE OTHER AREAS OF CONCEPTUAL AGREEMENT?**

18 A. Yes. There are other areas where the CLECs appear to agree with provisions included in
19 SBC Missouri's proposal. AT&T has indicated that once a wire center's designation has
20 been approved by the Commission, future requests must be consistent with the
21 Commission's determination.⁴⁹ Sprint suggests that CLECs should have a minimum of
22 30 days after receiving notice of an addition to the non-impaired wire center list to

⁴⁷ Cadieux Direct at p. 23; Maples Direct at p. 23; Price Direct at p. 33.

⁴⁸ Maples Direct at p. 23. See also Price Direct at p. 33.

⁴⁹ Rhinehart Direct at p. 11. See language referenced above as 1.1.

determine if they wish to dispute the determination.⁵⁰ SBC Missouri's proposal is consistent with these concepts.

Q. IS THERE CONSISTENCY AMONG THE CLECS REGARDING THE AREAS OF ACTUAL DISPUTE?

A. No. Different CLECs have taken different approaches on these issues. As a result, concepts that are supported by some CLECs are disputed by others.

Q. WOULD IT BE PRACTICAL TO HAVE CLEC-SPECIFIC PROCESSES FOR SELF-CERTIFICATION AND WIRE CENTER DESIGNATION?

A. No. The processes in question involve determinations that should apply equally to all carriers. The FCC did not design CLEC-specific impairment standards, and the process for applying those impairment standards should be consistent for all. Furthermore, from a practical perspective, it is important to have a consistent process to minimize the potential for error and to ensure that SBC Missouri is able to process orders appropriately. Below, I will outline various aspects of the CLEC's proposals that are inconsistent with SBC Missouri's proposal and with the proposals of other CLECs.

Q. HAVE ALL OF THE CLECS AGREED THAT SBC MISSOURI SHOULD HAVE SOME ABILITY TO UPDATE THE LIST OF NON-IMPAIRED WIRE CENTERS?

A. No. AT&T has proposed language that would prohibit any changes to the list of non-impaired wire centers (except to remove wire centers in the event of a dispute) for the life of the agreement. The CLEC Coalition, Sprint, and MCI all suggest that there should be a process for updating the wire center list.⁵¹

Q. HAVE ALL OF THE CLECS AGREED THAT THE FCC'S DEFINITIONS FOR FIBER-BASED COLLOCATOR AND BUSINESS LINE SHOULD APPLY?

⁵⁰ Maples Direct at p. 23. See language referenced above as 2.2 and 2.3.

⁵¹ See Cadieux Direct at p. 23, Maples Direct at p. 23, MCIm Direct at p. 33.

1 A. No. The CLEC Coalition has proposed that the Commission rule that AT&T should not
2 be counted as a fiber-based collocater even in instances where the FCC's rule clearly
3 requires that SBC Missouri do so.⁵² In addition, although not included in the CLEC
4 Coalition's proposed language, Mr. Cadieux discusses proposals for counting fiber-based
5 collocaters and business lines that are simply not supported by the rules.

6 **Q. WHAT IS SBC MISSOURI'S POSITION ON THESE ISSUES?**

7 A. SBC Missouri does not believe that it is necessary for the Commission to make a
8 determination regarding the application of the FCC business line and fiber-based
9 collocater definitions in this arbitration. Instead, SBC Missouri believes it would be
10 more appropriate to simply reference the definitions in the FCC's rules which are part of
11 47 C.F.R. 51.5. This is a reasonable approach because the definitions in question are
12 only relevant in the context of determining the impairment status of a particular wire
13 center. If there is a dispute between the parties regarding SBC Missouri's wire center
14 designations, the self-certification process proposed by SBC Missouri already provides a
15 means for the dispute to be resolved. If this issue were brought to the Commission in the
16 context of a self-certification dispute, the Commission would be able to consider the
17 issue, and all of the detail supporting the parties' positions on this issue, in a much more
18 focused manner than what would be possible in the context of this very large, complex
19 proceeding. However, to the extent the Commission wishes to consider these issues now,
20 I will address the CLEC Coalitions positions regarding these definitions briefly below.

⁵² Cadieux Direct at pp. 17-18.

1 **Q. IS THE CLEC COALITION’S PROPOSAL REQUIRING THAT AT&T BE**
2 **EXCLUDED FROM THE FIBER-BASED COLLOCATOR COUNT**
3 **CONSISTENT WITH THE FCC’S RULES OR THE *TRRO*?⁵³**

4 A. No. Mr. Cadieux claims that the Commission should not allow AT&T to be counted as a
5 fiber-based collocator because AT&T may one day be affiliated with SBC Missouri.⁵⁴
6 However, the CLEC Coalition’s proposal directly contradicts the FCC’s rule. The FCC’s
7 rules define a fiber-based collocator as follows:

8 A fiber-based collocator is any carrier, unaffiliated with the incumbent LEC, that
9 maintains a collocation arrangement in an incumbent LEC wire center, with active
10 electrical power supply, and operates a fiber-optic cable or comparable
11 transmission facility that (1) terminates at a collocation arrangement within the
12 wire center; (2) leaves the incumbent LEC wire center premises; and (3) is owned
13 by a party other than the incumbent LEC or any affiliate of the incumbent LEC,
14 except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC
15 on an indefeasible right of use basis shall be treated as non-incumbent LEC fiber-
16 optic cable. Two or more affiliated fiber-based collocators in a single wire center
17 shall collectively be counted as a single fiber-based collocator. For purposes of
18 this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant
19 interpretation in this Title.⁵⁵
20

21 As shown above, the FCC’s rule requires that “any carrier, unaffiliated with the
22 incumbent LEC” that meets the requirements shall count as a fiber-based collocator. The
23 rule also cites the definition of affiliate that should apply, and the definition does not
24 include AT&T. Unless and until such time that AT&T is actually affiliated with SBC
25 Missouri, AT&T must be counted as a fiber-based collocator.

26 **Q. DOES THE TEXT OF THE *TRRO* SHED LIGHT ON THIS ISSUE?**

⁵³ Mr. Cadieux also discussed his belief that a CLEC must “own and operate” the network in order to be considered a fiber-based collocator. Cadieux Direct at pp. 21-22. This interpretation is inconsistent with the FCC’s rule. The only portion of the rule relating to ownership involves a limitation to counting fiber that is owned-by SBC Missouri.

⁵⁴ Cadieux Direct at pp. 17-18, 20-21.

⁵⁵ 47 C.F.R. § 51.5.

1 A. Yes. The impairment criteria adopted by the FCC were “designed to capture both actual
2 and potential competition, based on indicia of significant revenue opportunities at wire
3 centers.”⁵⁶ The FCC also stated that “even if a particular wire center exhibits few or no
4 competitive fiber facilities, the fact that other wire centers displaying similar economic
5 characteristics tend to be the site of more significant competitive facilities deployment
6 will serve as the basis for a reasonable inference that the wire center in question could
7 potentially support such deployment.”⁵⁷ The FCC went on to say it had “established
8 proxies based on actual deployment to identify incumbent LEC offices to which it is
9 feasible for competitive LECs to deploy alternative fiber facilities.”⁵⁸ The FCC noted
10 that it used fiber-based collocation as a key factor “for determining where competing
11 carriers already have deployed fiber transport facilities because a sufficient degree of
12 such collocation indicates the duplicability of these network elements and, thus, a lack of
13 impairment.”⁵⁹ Finally, the FCC found that “fiber-based collocation provides a
14 reasonable proxy for where significant revenue opportunities exist for competitive LECs,
15 regardless of the size, density, or geographic attributes of the wire center, because it
16 identifies competition in both large and small incumbent LEC wire centers.”⁶⁰

17 **Q. IS MR. CADIEUX’S PROPOSAL TO DISCOUNT AT&T AS A FIBER-BASED**
18 **COLLOCATOR CONSISTENT WITH THE FCC’S DISCUSSION OF THIS**
19 **ISSUE?**

⁵⁶ *TRRO* at ¶ 88.

⁵⁷ *TRRO* at ¶ 90.

⁵⁸ *TRRO* at ¶ 91.

⁵⁹ *TRRO* at ¶ 96.

⁶⁰ *TRRO* at ¶ 101.

1 A. No. As illustrated above, the FCC's impairment thresholds rely upon the actual
2 deployment of fiber-based collocators as an indicator of locations where it is feasible for
3 carriers to deploy alternative facilities and where there are significant revenue
4 opportunities. Whether AT&T continues to be a non-affiliated CLEC or not, if AT&T
5 did operate as a fiber-based collocator in a given central office as a non-affiliated CLEC,
6 then that act of collocation provides the type of evidence described by the FCC regarding
7 the ability of a CLEC to deploy alternative facilities and the likelihood that there are
8 sufficient revenues in the central office to support such facilities. Those facts are not
9 impacted by a potential merger.

10 **Q. MR. CADIEUX ALSO SUGGESTS THAT CERTAIN NON-AFFILIATED**
11 **CARRIERS (LIKE ISPS) SHOULD NOT BE COUNTED AS FIBER-BASED**
12 **COLLOCATORS.⁶¹ IS THIS POSITION CONSISTENT WITH THE *TRRO*?**

13 A. No. This position is not consistent with the definition of fiber-based collocator or with
14 the text of the *TRRO*. The rule specifically includes "any carrier" that is unaffiliated with
15 SBC Missouri that meets the requirements of the rule. The FCC could have easily
16 limited the rule to CLECs, but it did not.

17 **Q. MR. CADIEUX ALSO RAISES INTERPRETATION ISSUES RELATED TO THE**
18 **DEFINITION OF BUSINESS LINES.⁶² ARE HIS INTERPRETATIONS**
19 **CONSISTENT WITH THE DEFINITION OF BUSINESS LINES IN THE RULES**
20 **OR WITH THE TEXT OF THE *TRRO*?**

21 A. No. Mr. Cadieux attempts to create confusion regarding the methodology for counting
22 business lines when none should exist. The FCC gave very clear direction regarding
23 many of the issues raised by Mr. Cadieux; however, Mr. Cadieux tries to complicate the
24 issue in an attempt to circumvent the rule. For example, the FCC specified that ILECs

⁶¹ Cadieux Direct at p. 20.

⁶² Cadieux Direct at pp. 19-20

1 should use ARMIS 43-08 data as a component in its business line count (*TRRO* ¶ 105).
2 The FCC’s most recent instructions for calculating ARMIS 43-08 business line counts are
3 documented on the FCC’s website at <http://www.fcc.gov/wcb/armis/instructions/#4308>.
4 (See instructions for reporting Business Switched Access Lines Table III.) The 43-08
5 reporting criteria include specific instructions regarding the manner in which Centrex
6 lines should be counted. These instructions are directly contrary to the methodology
7 proposed by Mr. Cadieux. Mr. Cadieux appears to be citing various orders relating to the
8 manner in which certain charges should be applied. However, these orders are not the
9 criteria that the FCC expressly stated should be used. Mr. Cadieux conveniently ignores
10 the relevant source for determining the appropriate methodology for counting these lines
11 in spite of the fact that the *TRRO* specifically says that parties should “refer to the
12 Commission’s Internet *ARMIS Home Page*, available at:
13 <http://www.fcc.gov/wcb/armis/>.”⁶³ Mr. Cadieux also claims that CLEC Coalition “does
14 not know how SBC treated Centrex when it calculated its business line counts for
15 Missouri.”⁶⁴ However, SBC Missouri informed CLECs of the methodology it used to
16 count business lines and fiber-based collocators in Accessible Letter CLECALL05-044.
17 Furthermore, I have personally been involved in discussions with members of the CLEC
18 Coalition on this issue and cannot understand how Mr. Cadieux can make such a claim.

19 **Q. IS SBC MISSOURI WILLING TO MAKE DATA SUPPORTING ITS WIRE**
20 **CENTER DETERMINATIONS AVAILABLE TO CLECS?**

⁶³ *TRRO* at fn. 303.

⁶⁴ Cadieux Direct at p. 20.

1 A. Yes. The CLECs have proposed various requirements regarding the manner in which
2 SBC Missouri's underlying data should be made available.⁶⁵ SBC Missouri's proposed
3 language referenced above as section 1.1.1 addresses this issue. However, it should be
4 noted that the data in question is highly confidential, competitively sensitive information
5 and must be treated as such. SBC Missouri is willing to discuss issues associated with its
6 methodology publicly and has done so. However, competitively sensitive, highly
7 confidential information should only be provided in instances where it is needed to
8 resolve a self-certification dispute between the parties. SBC Missouri's proposed
9 language provides for a balanced approach to this sensitive issue and should be adopted.

10 **Q. SHOULD SBC MISSOURI BE LIMITED TO UPDATING THE WIRE CENTER**
11 **LIST ONCE A YEAR AS PROPOSED BY MCIM AND THE CLEC**
12 **COALITION?**⁶⁶

13 A. No. An artificial limitation such as the one proposed by MCIm and the CLEC Coalition
14 serves no purpose except to prevent SBC Missouri from obtaining unbundling relief to
15 which it is entitled. From a practical perspective, SBC Missouri cannot make updates
16 based on the business line counts more frequently than once a year because the business
17 line counts rely on ARMIS 43-08 data which is only produced on an annual basis. On the
18 other hand, SBC Missouri should not be restricted from updating the wire center list
19 based on fiber-based collocater counts.

20 **Q. COULD THE CLECS' PROPOSAL ON THIS ISSUE CREATE AN**
21 **OPPORTUNITY FOR GAMING THE SYSTEM?**

22 A. Yes. If SBC Missouri were limited to a single update to the wire center list per year,
23 CLECs could time the turn-up of any new fiber-based collocation after the updates had

⁶⁵ Rhinehart Direct at pp. 11-12; Cadieux Direct at p. 18.

⁶⁶ Cadieux Direct at p. 23; Price Direct at p. 35.

1 been made for the year so that the CLEC could enjoy unbundled access (for which it
2 should not have been entitled) for the remainder of the year. The Commission should not
3 encourage a limitation that would actually provide incentives for CLECs to delay their
4 deployment of facilities.

5 **Q. ARE THERE ANY OTHER ISSUES THAT THE CLECS RAISED IN THEIR**
6 **TESTIMONY THAT YOU WOULD LIKE TO ADDRESS?**

7 A. Yes. While I believe that most of the remaining CLEC testimony on these issues is fully
8 covered in my direct testimony, I would like to address three CLEC-specific issues.

9 **Q. WHAT IS THE FIRST CLEC-SPECIFIC ISSUE?**

10 A. AT&T objects to language proposed by SBC Missouri in Section 8.5.6 of the UNE
11 Appendix that provides that since changes to the wire center list are not changes to SBC
12 Missouri's network, the network disclosure rules do not apply. Mr. Rhinehart states that
13 SBC Missouri's proposal "appears to attempt to supercede federal law and should be
14 rejected."⁶⁷ Nothing could be further from the truth. The impairment status of a high-
15 capacity loop or interoffice dedicated transport does not impact the interoperability
16 between SBC Missouri's network and a CLEC's network. Network disclosure provisions
17 should not apply in the event that a wire center designation changes because there is no
18 change to SBC Missouri's network. SBC Missouri's language simply states this fact.
19 SBC Missouri's proposed language is necessary to ensure that CLECs do not attempt to
20 create delay by inappropriately claiming that SBC Missouri must follow a second,
21 inappropriate notification processes.

22 **Q. WHAT IS THE SECOND CLEC-SPECIFIC ISSUE?**

⁶⁷ Rhinehart Direct at p. 60.

1 A. Sprint objects to the transition periods outlined in SBC Missouri's proposal. SBC
2 Missouri believes that its transition proposal is appropriate. The FCC's transition periods
3 for high-capacity loops and interoffice dedicated transport were designed to provide time
4 for CLECs to negotiate alternative arrangements and, to the extent necessary, perform the
5 work necessary to transition the embedded base to available alternatives. However, the
6 considerations for future transitions will be different. For example, CLECs are already
7 aware of the unbundling rules that are in place today. In many cases, the research and
8 negotiations associated with the current transition may apply equally to future
9 determinations. In addition, the initial transition period will involve a much higher
10 volume of circuits than those that may be impacted at any given time will be much lower
11 in the future. Transitions due to additional wire center designations are expected to be
12 limited.

13 **Q. WHAT IS THE THIRD CLEC-SPECIFIC ISSUE?**

14 A. The third CLEC-specific issue relates to MCIIm UNE Issue 38. MCIIm objects to the term
15 "ILEC wire centers" when discussing the wire center tiers for determining impairment for
16 interoffice transport. MCIIm proposes using the term "SBC wire centers."⁶⁸ Mr. Price's
17 testimony suggests that its language is preferable because "this ICA is with SBC and the
18 wire centers mentioned in the ICA are *SBC's* wire centers."⁶⁹ SBC Missouri is not
19 certain why MCIIm is objecting to SBC Missouri's proposed language. SBC Missouri's
20 proposed language is based on the FCC's rules regarding the wire center tier structure.⁷⁰
21 The rules specifically define the tiers in terms of "incumbent LEC wire centers." While

⁶⁸ Price Direct at p. 36.

⁶⁹ Price Direct at p. 36.

⁷⁰ 47 C.F.R. § 51.319(e)(3).

1 SBC Missouri could agree to language clarifying that the agreement applies to “SBC
2 Missouri ILEC wire centers,” it cannot agree to language simply referring to “SBC wire
3 centers.” The term “SBC wire centers” does not limit the definition to SBC Missouri and
4 it does not limit the definition to SBC Missouri’s ILEC wire centers. For these reasons,
5 MCI’s proposed language should be rejected.

6 **D. DS1 TRANSPORT**

7
8 **CLEC Coalition Issues – UNE 23A**

9 **Issue Statement:** *Under what provisions is CLEC allowed access to Dedicated Transport in*
10 *light of the TRRO?*
11

12 **Q. WHAT IS THE NATURE OF THIS DISPUTE?**

13 A. The CLEC Coalition has disputed the SBC Missouri’s proposed definition of the volume
14 caps for unbundled access to DS1 level interoffice dedicated transport. SBC Missouri’s
15 proposed language tracks the FCC’s rule.⁷¹

16 **Q. WHAT DOES THE CLEC COALITION PROPOSE?**

17 A. The CLEC Coalition proposes that the FCC’s volume cap for DS1 transport only apply
18 for routes where there is no impairment for DS3 transport. The CLEC Coalition claims
19 that the FCC explicitly states that the DS1 volume cap only applies on routes where DS3
20 unbundling is not required.⁷²

21 **Q. IS SBC MISSOURI IGNORING PARAGRAPH 128 OF THE TRRO AS MR.**
22 **CADIEUX’S TESTIMONY SUGGESTS?**

23 A. No. SBC Missouri’s position on this issue is consistent with the FCC’s rule and with the
24 text of the TRRO. In the TRRO, the FCC stated that “we [the FCC] do not impose on

⁷¹ 47 C.F.R. § 51.319(e)(2)(ii)(B).

⁷² Cadieux Direct at pp. 50-51.

1 incumbent LECs an unbundling obligation for DS1 transport where we can reasonably
2 infer that alternative wholesale transport service exist or are likely to exist.”⁷³ The FCC
3 also determined that “it is efficient for a carrier to aggregate traffic at approximately 10
4 DS1s. When a carrier aggregates sufficient traffic on DS1 facilities such that it
5 effectively could use a DS3 facility, we [the FCC] find that our DS3 impairment
6 conclusions apply.”⁷⁴ The FCC’s rules states that a “requesting telecommunications
7 carrier may obtain a maximum of ten unbundled DS1 loops to any single building in
8 which DS1 loops are available as unbundled loops.”⁷⁵ The rule does not provide for the
9 exceptions proposed by the CLEC Coalition. The FCC’s discussion on this issue
10 consistently holds that once CLECs reach a certain number of DS1s on a single route, the
11 CLEC is able to provision service over a DS3 level transport facility. This logic true
12 whether the DS3 level transport facility is available as a UNE or as an access service (or
13 other alternative). The point is, once a CLEC obtains a certain volume of DS1s, the
14 CLEC is no longer impaired without access to additional DS1s because the CLEC has the
15 ability to aggregate the DS1s over a DS3.

16 **Q. COULD THE CLEC COALITION’S PROPOSAL LEAD TO THE SUBVERSION**
17 **OF THE FCC’S NON-IMPAIRMENT DETERMINATIONS?**

18 A. Yes. Mr. Ivanuska claims that “the FCC did not want CLECs to be able to use multiple
19 DS1 transport circuits as a method for subverting non-impairment findings for DS3
20 transport pre the wire center criteria.” He goes on to claim that “there is no opportunity
21 for the CLEC to subvert a DS3 non-impairment finding because there continues to be

⁷³ *TRRO* at ¶ 126.

⁷⁴ *TRRO* at ¶ 128 (footnote omitted).

⁷⁵ 47 C.F.R. § 51.319(a)(4)(ii).

1 impairment for DS3 transport on that route.”⁷⁶ However, this is actually not true. If there
2 were no volume caps for DS1 transport on routes where DS3 is available as a UNE,
3 CLECs could order DS1 transport in order to avoid meeting the DS3 volume cap for the
4 route.

5 **Q. CAN YOU EXPLAIN FURTHER?**

6 A. Yes. As explained above, the FCC recognized that once a CLEC obtained a certain
7 number of DS1 transport circuits, it would make economic sense to aggregate the circuits
8 over a DS3 transport circuit. Under normal circumstances, a CLEC with many DS1s
9 would aggregate these DS1s over DS3s and would eventually have a number of DS3
10 transport circuits. Under the CLEC Coalition’s proposal, a CLEC could circumvent the
11 DS3 transport volume cap by not aggregating DS1 transport circuits.

12 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

13 A. The Commission should adopt SBC Missouri’s proposed language that tracks the FCC’s
14 rule and the FCC’s discussion of the issue within the text of the *TRRO*.

VI. **HOT CUT, NUMBER PORTABILITY AND NUMBERING ISSUES**
[MCIm Coordinated Hot Cuts Issue 1 and Pricing Schedule Issue 31, Sprint
Numbering Issue Attachment 1, Charter GT&C Issue 15]

A. **HOT CUTS**

MCIm Issue – Coordinated Hot Cuts (CHC) Issue 1

Issue Statement: *What terms and conditions for coordinated cutovers should
be included in the Agreement?*

MCIm Issue – Pricing Schedule Issue 31

Issue Statement: *Should the price schedule include prices for Coordinated Hot Cuts?*

⁷⁶ Cadieux Direct at p. 53.

1 **Q. WHAT IS SBC MISSOURI'S POSITION ON THIS ISSUE?**

2 A. A coordinated hot cut is an optional service available to MCI_m that requires SBC
3 Missouri to expend additional labor. SBC Missouri developed this process to
4 accommodate CLECs, and it devotes substantial technician time to perform this work.
5 SBC Missouri is willing to provide this option to MCI_m; however, MCI_m should
6 compensate SBC Missouri for the additional work required for this type of optional
7 coordination. SBC Missouri should be able to recover the labor costs associated with
8 providing this service to CLECs from the cost-causing CLEC. In addition, SBC Missouri
9 believes that it important to include a description of SBC Missouri's obligations in the
10 agreement.

11 **Q. MS. LICHTENBERG SUGGESTS THAT SBC MISSOURI IS TAKING A**
12 **DIFFERENT POSITION IN MISSOURI ON THIS ISSUE THAN THE POSITION**
13 **IT TAKES IN OTHER STATES.⁷⁷ IS THIS TRUE?**

14 A. No. SBC Missouri is proposing language that is essentially the same as the language it
15 proposed in recent negotiations with MCI_m in Texas and other states.

16 **Q. MS. LICHTENBERG CLAIMS THAT SBC MISSOURI'S PROPOSED**
17 **LANGUAGE GIVES SBC MISSOURI THE RIGHT TO "UNILATERALLY**
18 **CHANGE MUTUALLY AGREED UPON SCHEDULING."⁷⁸ HOW DO YOU**
19 **RESPOND?**

20 A. To begin with, the standard provisioning processes in place today give MCI_m the right to
21 "unilaterally change mutually agreed upon scheduling" for hot cuts requested by MCI_m.
22 For example, if MCI_m had an unexpected situation arise that impacted its ability to
23 perform the hot cut at the originally agreed upon time, MCI_m could simply reschedule.
24 The ability for MCI_m to delay hot cuts in this manner helps ensure that an end user's

⁷⁷ Lichtenberg Direct at p. 17.

⁷⁸ Lichtenberg Direct at p. 17.

1 service is not disrupted in the event that an unforeseen event prevented MCIm from
2 completing the cutover at the requested time. SBC Missouri's proposed language simply
3 provides similar protection in the event that SBC Missouri experiences unanticipated
4 heavy workload activity periods that impact SBC Missouri's ability to perform its normal
5 activities.

6 **Q. MS. LICHTENBERG CLAIMS THAT MCIM'S PROPOSED LANGUAGE**
7 **PROTECTS THE END USER.⁷⁹ DO YOU AGREE?**

8 A. No. As discussed above, MCIm is objecting to language that is designed to ensure that
9 SBC Missouri has the ability to reschedule cutovers in the event of unexpectedly high
10 work levels. (These could include work resulting from storm or fire damage.) By
11 refusing to provide any flexibility, MCIm is risking harm to its own end users.

B. NUMBERING AND NUMBER PORTABILITY
[Sprint Numbering Issue Attachment 1, Charter GT&C Issue 15]

Charter GT&C Issue 15

Issue Statement: *Which Party's definition is correct ? ["Local Number Portability"]*

12 **Q. WHAT IS THE NATURE OF CHARTER GT&C ISSUE 15?**

13 A. Charter is disputing SBC Missouri's proposed definition of Local Number Portability
14 ("LNP").

15 **Q. WHAT SUPPORT DOES CHARTER PROVIDE FOR ITS PROPOSED**
16 **DEFINITION?**

17 A. Mr. Barber claims that Charter has proposed "to define this term by specific reference to
18 the definition used by the FCC, as formally codified in the Code of Federal
19 Regulations."⁸⁰ However, as I explained in my direct testimony, the definition that

⁷⁹ Lichtenberg Direct at p. 16.

⁸⁰ Direct Testimony of Mark Barber on behalf of Charter Fiberlink-Missouri, LLC ("Barber Direct") at p.
14.

Charter has proposed is not the definition for Local Number Portability, but the broader definition for “Number Portability.”

Q. DOES MR. BARBER PROVIDE ANY SUPPORT FOR CHARTER PROPOSED DEFINITION?

A. No. Mr. Barber does not explain why Charter believes the interconnection agreement should use the definition of “Number Portability” as the definition for “Local Number Portability.” SBC Missouri’s proposed language should be adopted for the reasons discussed in my direct testimony.

Sprint Numbering Issue Attachment 1

Issue Statement: *Should the agreement contain language contrary to FCC rules regarding full NXX migration cost recovery?*

SBC Issue Statement: *Should the agreement contain language on how the acquiring party shall pay for migration of an NXX?*

Q. WHAT IS THE NATURE OF THIS DISPUTE?

A. Sprint has opposed SBC Missouri’s language that provides that SBC Missouri is entitled to receive compensation for the work required to support an NXX migration to Sprint.

Q. IS THIS PROVISION NEW?

A. No. Sprint’s current ICA requires compensation for the work associated with an NXX migration.

Q. MR. KNOX CLAIMS THAT SBC MISSOURI’S PROPOSED LANGUAGE IS INCONSISTENT WITH THE FCC’S NUMBER PORTABILITY RULES.⁸¹ IS THIS TRUE?

A. No. Mr. Knox is confusing an NXX migration with the porting of a number. An NXX migration is not part of number portability.

Q. WHAT IS THE DIFFERENCE BETWEEN AN NXX MIGRATION AND THE PORTING OF A NUMBER?

⁸¹ Direct Testimony of Hoke R. Knox on behalf of Sprint Communications Company, L.P. (“Knox Direct”) at p. 5.

1 A. Local number portability involves the temporary reassignment of a working end user's
2 phone number to a competitive carrier's switch. Although the number will be ported to
3 the new carrier's switch, the switch of the original provider remains the "home" for that
4 telephone number. This means that if the end user disconnects the line associated with
5 the number, the number will eventually be returned to the original provider. In essence,
6 local number portability allows a winning carrier to borrow a telephone number that is
7 normally served by a competitor's switch in order to allow an end user to keep their
8 existing telephone number. In an NXX migration, on the hand, an entire NXX block of
9 numbers is permanently reassigned to a different carrier's switch. For example, assume
10 that the 10,000 telephone numbers represented by NXX of 573-321-XXXX (each "X"
11 represents a digit between 0 and 9 so that the NXX includes all telephone numbers
12 between 573-321-0000 and 572-321-9999). An NXX migration would occur if Sprint
13 requested that all 10,000 of the 573-321-XXXX telephone numbers be permanently
14 reassigned to a Sprint switch. This is a completely different activity than the activity
15 associated with number portability.

16 **Q. DOES THE FCC ORDER CITED BY MR. KNOX SUPPORT SPRINT'S**
17 **POSITION ON THIS ISSUE?**

18 A. No. The language cited by Mr. Knox is specific to number portability.⁸² The language
19 has absolutely no relevance in this context. In fact, the order cited by Mr. Knox
20 repeatedly describes the costs of number portability in terms of porting an individual
21 customer's telephone number.⁸³ Specifically, the FCC states that "the Act defines
22 number portability as 'the ability of users of telecommunications service to retain, at the

⁸² Knox Direct at p. 6.

⁸³ See CC Docket 95-116 Third Report & Order at ¶¶ 8, 14, 29, 36-38.

1 same location, existing telecommunications numbers without impairment of quality,
2 reliability, or convenience when switching from one telecommunications carrier to
3 another.”⁸⁴ The FCC also stated that “[b]ecause costs not directly related to providing
4 number portability are not subject to 251(e)(2), the Commission is not obligated under
5 that section to create special provisions to ensure that they are borne on a competitively
6 neutral basis.”⁸⁵ As illustrated by the FCC’s language cited above, the cost recovery
7 provisions cited by Mr. Knox relate to porting a number for a particular end user at an
8 existing location – not to the migration of an entire NXX to a different carrier.

9 **Q. DO THE INDUSTRY STANDARDS PROVIDED BY MR. KNOX SUPPORT**
10 **SPRINT’S POSITION?**

11 A. No. The industry standards attached to Mr. Knox’s testimony are not standards for
12 number portability. Instead, these standards are standards relating number assignment.
13 There is no support in this document for Mr. Knox’s position on this issue. Exhibit
14 HRK#2 to Mr. Knox’s testimony is a guide for NXX assignment, including reassignment
15 of an NXX via an NXX migration. Section 2.6 of these guidelines indicates that the
16 “guidelines also apply to an environment where number portability and/or number
17 pooling have been implemented.” It is clear that the guidelines that Mr. Knox provided
18 as support for his position differentiate between number portability and NXX
19 assignments and migrations. Sprint’s position that an NXX migration is part of number
20 portability is simply not supported by the FCC’s orders or by the industry guidelines.

21 **VII. 911/E911 ISSUES**
22 **[Charter E911 Issue 1, CLEC Coalition E911 Issues 4, 5, 7 and 8]**
23

⁸⁴ *Id.* at ¶ 38.

⁸⁵ *Id.* at ¶ 37.

1 **Charter E911 Issue 1**

2 **Issue Statement:** *Should Charter's access to the E911 selective router and DMBS be limited*
3 *to those areas in which Charter is authorized to provide telephone service?*

4
5 **Q. WHICH OF THE CLECS FILED TESTIMONY ON THESE ISSUES?**

6 A. Charter filed testimony on its E911 Issue 1. The CLEC Coalition did not file testimony
7 on the other disputed issues.

8 **Q. WHAT BASIS DOES CHARTER PROVIDE FOR DISPUTING SBC MISSOURI'S**
9 **PROPOSED LANGUAGE?**

10 A. Mr. Cornelius suggests that SBC Missouri's proposed language could be problematic
11 because it might lead to "a dispute about the scope of Charter's authorization" to provide
12 service.⁸⁶ This is not the case.

13 **Q. WHY DO YOU SAY THAT SBC MISSOURI'S LANGUAGE WOULD NOT**
14 **LEAD TO A DISPUTE REGARDING CHARTER'S AUTHORIZATION?**

15 A. As explained in my direct testimony, SBC Missouri does not make the determination
16 regarding whether a CLEC is authorized to provide 911/E911 service. SBC Missouri's
17 language only requires that the CLEC provide SBC Missouri with documentation
18 demonstrating that the CLEC has obtained such authorization from the appropriate 911
19 authority.

20 **Q. MR. CORNELIUS ALSO CLAIMS THAT SBC MISSOURI'S PROPOSAL HAS**
21 **THE POTENTIAL TO JEOPARDIZE THE SAFETY OF END USERS.⁸⁷ IS THIS**
22 **TRUE?**

23 A. No. The opposite is actually true. SBC Missouri's proposed language ensures that
24 CLECs are authorized to provide 911/E911 service. Section 4 of Charter's Attachment

⁸⁶ Direct Testimony of Mike Cornelius on behalf of Charter Fiberlink-Missouri, LLC ("Cornelius Direct") at p. 28.

⁸⁷ Cornelius Direct at p. 28.

1 15: E911 outlines a number of the CLEC's responsibilities. The few of CLEC's
2 responsibilities include:

- 3 • Maintaining "facility transport capacity sufficient to route 911 traffic over trunks
4 dedicated for 911 interconnection between the CLEC switch and the SBC-13STATE
5 SR"⁸⁸;
- 6 • "[D]etermining the proper quantity of trunks and transport facilities from its
7 switch(es) to interconnect with the SBC-13STATE 911 SR. "⁸⁹; and
- 8 • Engineering its 911 trunks to attain the minimum grade of service required for 911.⁹⁰

9
10 SBC Missouri's language protects end users by helping to ensure that 911/E911 is
11 provided in accordance with the minimum requirements agreed to by Charter by
12 requiring that Charter obtain authorization from the appropriate authority.

13 **Q. ARE THERE OTHER FLAWS IN MR. CORNELIUS' LOGIC ON THIS ISSUE?**

14 A. Yes. Mr. Cornelius' testimony appears to suggest that SBC Missouri's proposed
15 language could leave end users without 911/E911 service.⁹¹ However, in reality, the
16 911/E911 service should be turned up before Charter begins providing local service to its
17 end users. End users would not be "put at risk" as Mr. Cornelius claims. Instead, the
18 SBC Missouri's proposed language helps to ensure that end user are not put at risk, but
19 instead receive 911/E911 service that meets the reliability standards required.

20 **Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?**

⁸⁸ Charter's Attachment 15: E911, Section 4.2.4.

⁸⁹ Charter's Attachment 15: E911, Section 4.2.6.

⁹⁰ Charter's Attachment 15: E911, Section 4.2.7.

⁹¹ Cornelius Direct at p. 29.

1 A. The Commission should adopt SBC Missouri's proposed language. The language
2 proposed by SBC Missouri is consistent with the current process and serves to protect the
3 public.

4
5 **VIII. SS7 ISSUES**

6 **[MCIIm SS7 Issue 1 and Price Schedule Issue 22, CLEC Coalition Network**
7 **Interconnection Architecture Issue 12 (Xspedius Only)]**

8
9 **MCIIm Issue – SS7 1**

10 **Issue Statement:** *Under what circumstances should SBC Missouri be required to provide*
11 *SS7 signaling to MCI?*
12

13 **Q. DOES MR. PRICE OFFER JUSTIFICATION FOR REQUIRING SBC MISSOURI**
14 **TO OFFER SS7 AS A UNE?**

15 A. No. Mr. Price actually states that the question of whether SS7 is available as a UNE is
16 irrelevant to the issue. This is simply not true. As explained in my direct testimony, and
17 contrary to the representations made by Mr. Price, MCIIm has proposed language that
18 would require SBC Missouri to offer SS7 signaling service on an unbundled basis.
19 MCIIm's proposal is also not limited to provisions for signaling links as Mr. Price
20 implies.⁹² Instead, MCIIm has proposed language that would provide access to SBC
21 Missouri's SS7 facilities and signaling on an unbundled basis in spite of the FCC's clear
22 determination that SBC Missouri is not required to offer SS7 on an unbundled basis to
23 facility-based providers.

⁹² Price Direct at p. 159.

1 **Q. DOES MR. PRICE OFFER JUSTIFICATION FOR REQUIRING SBC MISSOURI**
2 **TO OFFER SS7 AT TELRIC-BASED RATES?**

3 A. No. Mr. Price does not provide any explanation as to why SBC Missouri should be
4 required to offer SS7 services at TELRIC-based rates when the FCC has already
5 determined that the SS7 services in question are competitively available and are not
6 UNEs. SBC Missouri's tariff offering fulfills all of the requirements that Mr. Price
7 suggests must be satisfied; however, as SS7 is not a UNE, SBC Missouri cannot be
8 required to offer it at TELRIC-based rates.

9 **Q. HOW DO YOU RESPOND TO MR. PRICE'S ARGUMENT THAT THE**
10 **COMMISSION SHOULD ADOPT MCIM'S PROPOSAL BECAUSE IT IS**
11 **SIMPLY REQUESTING "INTERCONNECTION"?**

12 A. First, I do not see any MCIm proposed language that would establish in the Agreement a
13 requirement to provide SS7 as an interconnection obligation under 251(c)(2). As I read
14 MCIm's proposed SS7 Appendix, the terms apply to SS7 provided "as an unbundled
15 network element."⁹³ Accordingly, I think Mr. Price's argument has no bearing on any
16 language in the Agreement, and thus no bearing on this arbitration.⁹⁴

17 Second, even if there were such language, Mr. Price would be wrong to assert that SBC
18 Missouri is obligated to provide SS7 at TELRIC rates as an interconnection obligation
19 under 251(c)(2). The 1996 Act requires ILECs to provide "interconnection" at cost-
20 based rates. In particular, section 251(c)(2) requires an ILEC to "provide, for the
21 facilities and equipment of any requesting telecommunications carrier, interconnection

⁹³ For example, see MCIm's proposed language in Section 5.1 of the SS7 appendix.

⁹⁴ MCIm's proposed language on this point is somewhat contradictory. It claims in Section 1.1 of the SS7 Appendix that the appendix governs unbundled access to SS7. It also suggests that the obligations are tied to a requirement that SBC Missouri offer unbundled access to local circuit switching; however, the language in the rest of the SS7 Appendix would not be applicable for SS7 that was provided in conjunction with unbundled local circuit switching. Instead, all of the remaining terms would *only* make sense in the context of CLEC-owned switching.

1 with the local exchange carrier's network . . . at any technically feasible point within the
2 carrier's network." 47 U.S.C. § 251(c)(2). But here MCI is not requesting that SBC
3 Missouri interconnect "the facilities and equipment of any requesting
4 telecommunications carrier" (*i.e.*, MCI's facilities). Rather, it is demanding that SBC
5 Missouri provide *signaling services* within its network at TELRIC rates. Section
6 251(c)(2), by its plain language, does not require ILECs to provide signaling services. It
7 requires only "interconnection," which is defined, by a binding FCC rule, as "the linking
8 of two networks for the mutual exchange of traffic. This term does *not include* the
9 transport and termination of traffic." FCC Rule 5 (emphasis added). This definition, and
10 section 251(c)(2) of the Act, do not include the signaling services that MCI requests in
11 its proposed language.

12 **Q. DO YOU HAVE ANY FINAL OBSERVATIONS ABOUT MCIM'S ARGUMENT?**

13 A. Yes. The bottom line is that the FCC has ruled that SS7 is not a UNE and that facility-
14 based CLECs cannot have SS7 at TELRIC rates. MCI's should not be permitted to
15 nullify that determination by claiming, in a completely unsupported assertion, that SBC
16 Missouri's SS7 signaling services are "interconnection".

17 **CLEC Coalition Issue – Network Interconnection Architecture (NIA) Issue 12**
18 **(Xspedius Only)**

19 **Issue Statement:** *Is SBC Missouri obligated to include terms and conditions for SS7*
20 *in the ICA outside of the FCC's rulings?*

21 **Q. WHAT SS7 OPTIONS ARE CURRENTLY AVAILABLE TO XSPEDIUS UNDER**
22 **THE EXISTING INTERCONNECTION AGREEMENT?**

1 A. The nature of Xspedius' "existing signaling interconnection trunking" is not clear from
2 Mr. Falvey's testimony;⁹⁵ however, the existing interconnection agreement provides two
3 options. First, Xspedius may use SS7 signaling arrangements obtained as an IXC
4 provider.⁹⁶ In this situation, the arrangement would be governed by the provisions of the
5 access arrangement (and not the ICA). The second option would be for Xspedius to
6 establish an SS7 arrangement pursuant to their interconnection agreement using SS7
7 unbundled elements. Assuming that Xspedius has complied with the provisions of their
8 current interconnection agreement, the "existing signaling interconnection trunking"
9 should be one of these two options.

10 **Q. IF XSPEDIUS WERE CURRENTLY OBTAINING SS7 FROM SBC MISSOURI'S**
11 **FEDERAL ACCESS TARIFF, IS IT APPROPRIATE TO MODIFY THE**
12 **PROVISIONS OF THAT ARRANGEMENT?**

13 A. No. If the current arrangement had been obtained via SBC Missouri's federal access
14 tariff, then the tariff provisions must continue to apply. If Xspedius had purchased from
15 the tariff, it would have already agreed to be bound by the terms of the tariff purchase.

16 **Q. WHAT SHOULD HAPPEN IF XSPEDIUS' CURRENT SS7 ARRANGEMENT**
17 **UTILIZED UNBUNDLED SS7?**

18 A. As explained in more detail in my direct testimony, the FCC has ruled that CLECs are
19 not impaired without SS7 and ILECs are no longer required to offer SS7 on an unbundled
20 basis. As a result, Xspedius is no longer entitled to any unbundled access to SS7. If
21 Xspedius were currently using SS7 UNEs, it could not "grandfather" the arrangement in
22 the manner described by Xspedius' proposed language.

⁹⁵Direct Testimony of James C. Falvey on behalf on Interconnection Conditions Issues on Behalf of Xspedius Management Co. Switched Services, LLC, D/B/A Xspedius Communications ("Falvey Direct") at p. 21.

⁹⁶UNE Appendix at 9.1.1.1.

1 **Q. DO YOU BELIEVE THAT XSPEDIUS IS PROVIDING ITS OWN SS7 SERVICE**
2 **USING EITHER OF THE METHODS AVAILABLE TO IT UNDER ITS**
3 **EXISTING ICA?**

4 A. No. Xspedius has made the same proposal it has made here in arbitrations in other states.
5 In the other states, Xspedius admitted that it did not provide it own SS7. Instead, in
6 hearing in other states, Xspedius' confessed that it actually was obtaining SS7 from a
7 third party SS7 provider.

8 **Q. IF XSPEDIUS IS OBTAINING ITS SS7 SERVICE FROM A THIRD PARTY SS7**
9 **PROVIDER, CAN XSPEDIUS PROVIDE SS7 TO SBC MISSOURI AS MR.**
10 **FALVEY CLAIMS?⁹⁷**

11 A. No. It should be self-evident that Xspedius cannot provide SS7 to SBC Missouri if
12 Xspedius is not an SS7 provider. Xspedius is seeking compensation for services and
13 facilities that it is not providing to SBC Missouri.

14 **Q. CAN YOU EXPLAIN FURTHER?**

15 A. Xspedius is proposing language that applies to the "existing signaling interconnection
16 trunking that is provided by CLEC/XSPEDIUS."⁹⁸ If Xspedius does not currently have
17 its own SS7 network, then there is no "existing signaling interconnection trunking that is
18 provided by CLEC/XSPEDIUS."

19 **Q. DOES THIS HIGHLIGHT ANOTHER CONCERN WITH XSPEDIUS'**
20 **PROPOSED LANGUAGE?**

21 A. Yes. Xspedius' proposed language assumes that Xspedius does currently provide
22 signaling interconnection trunking. If this language were approved, other CLECs,
23 including CLECs that do not have an existing arrangement, would have the ability to
24 adopt Xspedius' contract provisions. Xspedius' proposed language imposes obligations

⁹⁷ Falvey Direct at pp. 21.22.

⁹⁸ Xspedius' proposed language for NIA 2.9.

on SBC Missouri in the event it chooses not to use the existing arrangement; however, Xspedius' proposed language does not establish any standards for the "existing arrangement" or even require that the "existing arrangement" be functional.

Q. IF XSPEDIUS USES A THIRD PARTY SS7 PROVIDER, WHAT TERMS AND CONDITIONS GOVERN THE SS7 ARRANGEMENT?

A. If Xspedius is using a third party SS7 provider, then SBC Missouri's SS7 relationship will be with the third party SS7 provider – not Xspedius. As a result, the provisions of that arrangement must be governed by the tariff provisions and/or contractual arrangements established between SBC Missouri and the third party SS7 provider. Xspedius cannot modify the terms under which SBC Missouri and that third party SS7 provider established their SS7 arrangement through provisions in Xspedius' interconnection agreement. In addition, Xspedius cannot make SBC Missouri financially responsible for an SS7 service that Xspedius has chosen to obtain from another party.

Q. HOW SHOULD THE COMMISSION RULE ON THIS ISSUE?

A. As explained in my direct testimony, the FCC has determined facility-based CLECs are not impaired without access to unbundled SS7 services. The fact that Xspedius currently uses a third party SS7 provider underscores this finding. Xspedius is not entitled to dictate the terms under which SBC Missouri offers SS7 signaling to other carriers and cannot force SBC Missouri to subsidize the SS7 services that Xspedius purchases from third party SS7 providers. Xspedius' proposed language must be rejected in full.

IX. Miscellaneous UNE ISSUES

[CLEC Coalition UNE Issue ? (No issue number. Last issue on CLEC Coalition UNE DPL 2) – Birch/Ionex only]

CLEC Coalition UNE Issue (No issue number. Last issue on CLEC Coalition UNE DPL 2)
CC Issue Statement: *In light of SBC's steadfast opposition to CLECs having direct access to SBC's network, if SBC will not combine or commingle unbundled local switching available as an unbundled network element under Section 271 with a UNE loop, then should SBC construct a*

1 *secure area where CLECs can perform such combining/commingling themselves so that it is*
2 *possible for CLECs to utilize the equivalent of the UNE Platform to serve customers?*

3 **SBC Issue Statement:** *Is SBC obligated to perform work, without cost recovery, in order to*
4 *facilitate CLEC combining?*

6 **Q. WHAT IS THE NATURE OF THIS CLEC COALITION DISPUTE?**

7 A. The CLEC Coalition has proposed language that requires SBC Missouri to construct a
8 secured frame room in its central office upon CLEC request at no charge to the CLEC.

9 The secured frame room would enable CLECs to make their own combinations without
10 the need for collocation. The CLEC's proposed language is contrary to the FCC's rules
11 and orders and should be rejected.

12 **Q. DOES MR. IVANUSKA PROVIDE AN ACCURATE DESCRIPTION OF THE**
13 **CLECS' PROPOSED LANGUAGE?**⁹⁹

14 A. No. Mr. Ivanuska describes the CLEC Coalition's proposal in terms of providing a
15 means for CLECs to connect 271 elements with UNEs. Mr. Ivanuska states that the
16 "CLECs' position is that, if SBC Missouri will not allow CLECs to perform the
17 combining/commingling themselves, then SBC Missouri must make available a secure
18 location where CLECs can do that work without touching SBC Missouri's network
19 directly. It is grossly unfair for SBC Missouri to refuse to perform this activity for
20 CLECs yet deny CLECs the ability to do this for themselves in a manner that ensures
21 CLECs do not touch SBC Missouri's network."¹⁰⁰ However, the fact is that SBC
22 Missouri does allow CLEC to connect 271 elements with UNEs within their collocation
23 arrangements. Furthermore, the language proposed by the CLEC Coalition is not limited
24 to the application described by Mr. Ivanuska. The language includes broad requirements

⁹⁹ Direct Testimony of John M. Ivanuska on unbundled network elements on behalf of the CLEC Coalition ("Ivanuska Direct") at pp. 32-33.

¹⁰⁰ Ivanuska Direct at pp. 33-34.

1 that impose numerous expensive and unjustified obligations on SBC Missouri that are not
2 supported by the FCC's rules or orders.

3 **Q. DOES MR. IVANUSKA PROVIDE ANY FCC SUPPORT FOR THE CLEC**
4 **COALITION'S PROPOSED LANGUAGE?**

5 A. No. Mr. Ivanuska does not provide any cites to FCC orders or rules that would support a
6 position that CLECs would obtain physical access to UNEs and 271 elements in a central
7 office not through collocation, but through a secured frame room constructed and paid for
8 by SBC Missouri. Essentially, the CLECs are proposing that SBC Missouri be required
9 to finance the business plans of its competitors.

10 **Q. MR. IVANUSKA CLAIMS THAT THIS TYPE OF ARRANGEMENT IS NEEDED**
11 **TO "CREATE A 'SUBSTITUTE' FOR UNE-P."¹⁰¹ IS THIS A VALID REASON**
12 **TO INCLUDE THIS LANGUAGE IN THE ICA?**

13 A. No. As discussed in the testimony of Mr. Silver, the FCC has specifically determined
14 that CLECs are not impaired without access to UNE-P. It is completely illogical to
15 conclude, as the CLEC Coalition has done, that in the absence of UNE-P, SBC Missouri
16 now has an obligation under the ICA to provide for a UNE-P "substitute." Furthermore,
17 CLECs already have alternatives to UNE-P. CLECs may self-provision, obtain switching
18 from a third-party provider, obtain resold lines from SBC Missouri, or enter into a
19 commercial agreement with SBC Missouri for a UNE-P replacement offering.

20 **Q. MR. IVANUSKA ALSO CLAIMS THAT THERE IS "NOTHING NEW BEING**
21 **PROPOSED" IN THE CLEC COALITION'S LANGUAGE.¹⁰² DO YOU AGREE?**

22 A. To begin with, as discussed in my direct testimony, the language currently in place in
23 section 14.3 of the UNE Appendix of the current M2A was drafted under very different

¹⁰¹ Ivanuska Direct at p. 33.

¹⁰² Ivanuska Direct at p. 35.

1 rules and was viewed at the time as a concession designed to help jump start competition
2 that exceeded even the obligations of the time. In addition, Mr. Ivanuska's claim that the
3 language proposed here is consistent with the current language is false. Mr. Ivanuska
4 ignores the fact that the reason the language was even in the agreement was to help to
5 jump start competition by providing assurance that for the life of the agreement, CLECs
6 would have the ability to obtain combinations of UNEs from SBC Missouri, or, in the
7 alternative, access to a secured frame room where the CLEC could make such
8 combinations for itself. Furthermore, the existing language – which already went beyond
9 SBC Missouri's obligations under the rules – was only applicable in the event that SBC
10 Missouri elected not to provide combinations of 251 UNEs to CLECs. The CLEC
11 coalition is proposing this language be used to require the construction of a secured frame
12 for the CLEC to access non-251 elements. The CLEC Coalition's proposal is not
13 supported by the FCC's rules, is unreasonable, and must be rejected.

14
15 **X. CONCLUSION**

16 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

17 **A.** Yes.