

**BEFORE THE ILLINOIS COMMERCE COMMISSION**

**Docket No. 09-0052**

**Rebuttal Testimony of Chris L. Ellis  
On Behalf of AT&T Illinois**

**AT&T Illinois Exhibit 3.1**

**REVISED PUBLIC**

**April 24, 2009**

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**DIRECT TESTIMONY OF CHRIS L. ELLIS**  
**ON BEHALF OF AT&T ILLINOIS**

**I. INTRODUCTION**

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

A. Chris L. Ellis, 529 S. Seventh Street, Floor 2D, Springfield, IL 62703.

**Q. ARE YOU THE SAME CHRIS ELLIS THAT SUBMITTED DIRECT TESTIMONY IN THIS CASE?**

A. Yes.

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

A. I will address certain issues raised in the direct testimony of Staff witness James Zolnierek.

**Q. AT LINES 31-36, DR. ZOLNIEREC DESCRIBES THE FACILITIES AT ISSUE WITH RESPECT TO BAN 217-S60-3848-376, SERVING THE QUINCY LATA. DO YOU AGREE WITH THIS DESCRIPTION?**

A. Dr. Zolnierek correctly describes the DS3 services at this location. \*\*\*\*\*  
\*\*\*\*\*There are also DS1 services that ride the DS3 under this  
BAN.\*\*\*\*\* Attachment R1 to this testimony is a list  
of all circuits billed under this BAN. In addition to the access facilities, AT&T  
Illinois bills BitWise intrastate switched access charges under this BAN.

**Q. AT LINES 39-44, DR. ZOLNIEREC DESCRIBES THE FACILITIES AT ISSUE WITH RESPECT TO BAN 217-S60-4625-625, SERVING THE CHAMPAIGN LATA. DO YOU AGREE WITH THIS DESCRIPTION?**

29 A. Dr. Zolnierек correctly describes the DS3 services at this location. \*\*\*\*\*  
30 \*\*\*\*\* There are also DS1 services that ride the two DS3s under  
31 this BAN. \*\*\*\*\* Attachment R2 to this testimony is a  
32 list of all circuits billed under this BAN. In addition to the access facilities,  
33 AT&T Illinois bills BitWise intrastate switched access charges under this BAN.  
34

35 **Q. AT LINES 47-52, DR. ZOLNIERЕК DESCRIBES THE FACILITIES AT**  
36 **ISSUE WITH RESPECT TO BAN 217-S60-1710-710, SERVING THE**  
37 **SPRINGFIELD LATA. DO YOU AGREE WITH THIS DESCRIPTION?**

38 A. Dr. Zolnierек correctly describes the DS3 services at this location. \*\*\*\*\*  
39 \*\*\*\*\* There are also DS1 services that ride the DS3 under this  
40 BAN. \*\*\*\*\* Attachment R3 to this testimony is a list  
41 of all circuits billed under this BAN. In addition to the access facilities, AT&T  
42 Illinois bills BitWise intrastate switched access charges under this BAN.  
43

44 **Q. AT LINES 55-58, DR. ZOLNIERЕК DESCRIBES THE FACILITIES AT**  
45 **ISSUE WITH RESPECT TO BAN 217-S60-4619-619, SERVING THE**  
46 **PEORIA LATA. DO YOU AGREE WITH THIS DESCRIPTION?**

47 A. Dr. Zolnierек correctly describes the DS3 services at this location. \*\*\*\*\*  
48 \*\*\*\*\* There are also DS1 services that ride the channelized DS3  
49 under this BAN. \*\*\*\*\* Attachment R4 to this  
50 testimony is a list of all circuits billed under this BAN.  
51

52 **Q. AT LINES 221-224 OF HIS TESTIMONY, DR. ZOLNIERЕК ASKS FOR**  
53 **AN EXPLANATION OF AT&T'S POSITION THAT BITWISE**  
54 **PURCHASED THE SERVICES IN DISPUTE PURSUANT TO THE AT&T**  
55 **INTRASTATE ACCESS TARIFF. CAN YOU PROVIDE THAT**  
56 **EXPLANATION?**

57 A. The direct and rebuttal testimony of my fellow witness Mark Neinast more  
58 squarely address Dr. Zolnierrek's request. However, to support Mr. Neinast's  
59 testimony, I can provide information about the end points of the DS1 circuits that  
60 AT&T Illinois provides to BitWise under each of the four BANs. Attachment R5  
61 to this testimony is a chart that provides, by BAN, the start (CKL 1), MUX  
62 (CKLT2) and end (CKLT3 or CKL3) location of each DS1 circuit, as well as any  
63 Channel Facility Assignment ("CFA"). The chart also provides information about  
64 the DS3 circuits with which these DS1s are associated.

65

66 **Q. AT LINES 225-232 OF HIS TESTIMONY, DR. ZOLNIERREK ASKS FOR**  
67 **CITATIONS TO DOCUMENTS THAT DESCRIBE THE SERVICES**  
68 **THAT BITWISE PURCHASED FROM AT&T, WHICH ARE THE**  
69 **SUBJECT OF THIS DISPUTE, AND THAT PROVIDE THE RATES FOR**  
70 **THOSE SERVICES. CAN YOU PROVIDE THOSE CITATIONS?**

71 A. Yes. Much of the information that Dr. Zolnierrek requests can be found in the  
72 AT&T Illinois intrastate access tariff. At several places in my direct testimony, I  
73 provided the names of different special access services that BitWise ordered from  
74 AT&T Illinois, the Universal Service Order Codes ("USOCs") for those services,  
75 and the tariff references for the services.<sup>1</sup> To put this information all in one place,  
76 the following chart provides the USOC associated with the access services  
77 ordered by BitWise, the name of the service, the monthly recurring charge

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<sup>1</sup> For example, see footnotes 6-9 in my direct testimony and the accompanying text.

78 associated with each USOC,<sup>2</sup> and the tariff citation for that charge. (The tariff  
79 references are to Illinois Tariff No. 21, unless otherwise indicated.)

80

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<b>USOC</b>	<b>Description</b>	<b>Rate</b>	<b>Tariff Page</b>
TZUPD	DS3 Local Distribution Channel – Zone 4 (12-month and monthly extension)	2,500.00 3,700.00	413.2.6
CZ8XE	Direct Transport Channel Mileage Termination – Zone 5	15.60	230.3
1YLXE	Direct Transport Channel Mileage – Zone 5	4.50	230.4
CXCEX	DS3 Special Access Connection	1.01	623.1
QM3XB	Central Office Multiplexing – DS3 to DS1 – Zones 2, 3, 4 (monthly)	780.00	899
QM3XC		795.00	
QM3XD		825.00	
QM3XD	Central Office Multiplexing – DS3 to DS1 – Zone 4 (60-month)	490.00	899
1YZXD	DS1 Channel Mileage – Zone 4 (monthly)	34.10	873
1YTX5	Direct Transport Channel Mileage – Zone 5	13.96	FCC No. 2 230.4
CZ8X5	Direct Transport Channel Mileage Termination – Zone 5	0 (USOC only billed if term rates apply)	FCC No. 2 230.15
CZ4XD	DS1 Channel Mileage Termination – Zone 4 (monthly)	105.00	871
CLYXC CLYXD	DS1 Service – Clear Channel Capability – Zones 3 and 4	0	875
CF3CL	LT-1 Clear Channel Capability (per channel)	0	213
PT8GX	End Office Dedicated Trunk Port (per LT-1 trunk port)	46.90	215
PT8UE	Dedicated Tandem Trunk Port (per LT-1 trunk port) – Zone 5	108.00	230.4.4

<sup>2</sup> The chart includes some USOCs for non-recurring charges, such as those arising from a new order. Those USOCs begin with the letters “NR.”

NRBP2	Administrative Charge Per Order – Zone 2	60.00	FCC No. 230.5.1
NRBWB	Administrative Charge Per Order	26.57	230.5.1
NRBXB	DS-3 Service Administration Charge – Zone 2 (per order)	75.00	445.1.1.7
NRMFB	DS-3 Service Design & CO Connection Charge – Zone 2 (per circuit) (12-month)	450.00	445.1.1.7
NRMFD	DS-3 Service Design & CO Connection Charge – Zone 4 (per circuit) (60-month)	0	933
NRMQ5	Design & CO Connection Charge – Per Circuit	313.00	FCC No. 230.5.1
NRMQE	Design & CO Connection Charge – Per Line or Trunk	410.10	230.5.1

81

\*\*\*\*\*

82 **Q. AT LINES 233-236 OF HIS TESTIMONY, DR. ZOLNIEREK ASKS FOR**  
 83 **INFORMATION ABOUT THE ORDERING PROCESSES USED FOR**  
 84 **THE SERVICES AT ISSUE HERE. CAN YOU PROVIDE THAT**  
 85 **INFORMATION?**

86 **A.** Yes. For the services at issue, BitWise placed its orders by utilizing service  
 87 ordering forms called Access Service Requests (“ASRs”). An ASR is a standard,  
 88 national document developed and maintained by the Ordering and Billing Forum  
 89 (“OBF”) for use in the ordering of Access Services and certain Local Services.  
 90 The OBF is an industry-wide organization for customers and providers in the  
 91 telecommunications industry to identify, discuss and resolve national issues which  
 92 affect ordering, billing, provisioning and exchange of information about access  
 93 services, other connectivity and related matters. ASRs are industry standard  
 94 forms used by IXC, CLECs and other interconnecting carriers to place orders  
 95 with local exchange carriers.

96

97 **Q. WHAT TYPES OF ORDERS ARE SUBMITTED VIA ASRs?**

98 A. The orders for services submitted via ASRs include requests for special access  
99 services and requests for trunks established pursuant to an interconnection  
100 agreement for the exchange of telecommunications traffic.

101

102 **Q. DR. ZOLNIEREK ALSO ASKS FOR INFORMATION ABOUT**  
103 **WHETHER THE ORDERING PROCESSES WERE FOLLOWED FOR**  
104 **THE SERVICES AT ISSUE. CAN YOU ADDRESS THAT POINT?**

105 A. Yes. Comparing Dr. Zolnierrek's direct testimony with Mr. Shuler's direct  
106 testimony (lines 132-151), it appears that BitWise has only raised questions about  
107 the ordering process for \*\*\*\*\* a DS3 channel in the  
108 Peoria LATA. \*\*\*\*\* Attachment R6 to this testimony  
109 is copy of the first six pages of \*\*\*\*\* the February  
110 2006 ASR through which BitWise requested that DS3. \*\*\*\*\*  
111 \*\*\*\*\*

112

113 **Q. DOES THIS ASR SHOW THAT AT&T ILLINOIS CORRECTLY**  
114 **PROCESSED THE REQUEST AS AN ORDER FOR SPECIAL ACCESS**  
115 **SERVICES?**

116 A. Yes. The "Remarks" section on the first page of the ASR states: \*\*\*\*\*  
117 \*\*\*\*\* "Install DS3 from our collo to AT&T and SBC assign  
118 phsy. to secloc [secondary location] of PEORILPJW12." BitWise would have  
119 provided the information in the "Remarks" section. The quoted language shows  
120 that BitWise wanted a DS3, and that this DS3 was to run from BitWise's

121 collocation facility in Peoria (designated elsewhere on the page as “ACTL  
122 PEORILPJH54”) to an AT&T facility (PEORILPJW12). BitWise also asked  
123 “SBC” – an entity different from “AT&T” – to provide the physical facilities for  
124 this connection. This aspect of the request is confirmed by the third page of the  
125 ASR, where there is a blank space next to the field for secondary facilities  
126 (“SCFA”). The blank meant that AT&T Illinois was to provide these facilities,  
127 and thus that the special access channel charge was appropriate. \*\*\*\*\*  
128 \*\*\*\*\* My fellow witness Mark Neinast also addresses other  
129 issues that BitWise raised about this order at lines 201-211 of his direct testimony.

130

131 **Q. AT LINES 237-239 OF HIS TESTIMONY, DR. ZOLNIEREK ASKS FOR**  
132 **INFORMATION ABOUT THE BILLING AND PAYMENT HISTORY**  
133 **FOR THE FOUR ACCOUNTS, INCLUDING INFORMATION ABOUT**  
134 **CHARGES, PAYMENTS, AND CREDITS. CAN YOU PROVIDE THAT**  
135 **INFORMATION?**

136 A. Yes. Attachment R7 to this testimony is a spreadsheet showing, for each BAN,  
137 what AT&T Illinois billed BitWise each month through March 2009, what  
138 payments AT&T Illinois received, and what credits were issued.

139

140 **Q. AT LINES 240-244 OF HIS TESTIMONY, DR. ZOLNIEREK ASKS FOR A**  
141 **NARRATIVE HISTORY OF THE DISPUTES THAT BITWISE**  
142 **SUBMITTED TO AT&T ILLINOIS REGARDING THE FOUR**  
143 **ACCOUNTS. CAN YOU PROVIDE THAT HISTORY?**

144 A. I believe I already have provided much of this information. Section IV of my  
145 direct testimony (lines 99-205) provides a description of the billing claims that

146 BitWise submitted to the Access Service Center and AT&T Illinois' disposition  
147 of those claims. To add to that description, I will state that, in the fall of 2008,  
148 BitWise contacted the Commission's Telecommunications Staff about various  
149 disputes that BitWise had with AT&T Illinois, including disputes involving its  
150 Access accounts, and that Dr. Zolnierek asked both companies questions about  
151 some of those disputes. On October 7, 2008, AT&T Illinois sent Dr. Zolnierek a  
152 response that provided a detailed explanation of its position on the various  
153 disputes, including those involving the Access accounts. A copy of the relevant  
154 portions of that letter is Attachment R8 to my testimony. (Only Items 4, 5, 6, and  
155 8 in the letter involve the Access BANs.)

156

157 **Q. DO YOU HAVE ANY OTHER COMMENTS ABOUT DR. ZOLNIEREC'S**  
158 **TESTIMONY REGARDING THE PARTIES' EFFORTS TO RESOLVE**  
159 **THEIR DISPUTES?**

160 A. Yes. At lines 207-213 of his testimony, Dr. Zolnierek states that BitWise's  
161 witness, Michael Shuler, has not provided a detailed record of the steps that  
162 BitWise has taken to present its disputes to AT&T Illinois or explained how those  
163 steps are consistent with the parties' Interconnection Agreement ("ICA").  
164 Although I agree with Dr. Zolnierek that BitWise did not provide any details  
165 about how it presented its disputes to AT&T Illinois, I don't think that such  
166 details are necessary for resolution of this case, for at least two reasons. First,  
167 AT&T Illinois is not taking the position that, because BitWise failed to take  
168 certain steps, its disputes about the Access accounts are not ripe enough for the  
169 Commission to resolve them here. Second, because the disputed services are

170 access services and thus were not governed by the ICA, it is beside the point

171 whether BitWise presented those disputes in the manner that the ICA requires.

172

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

174 A. Yes.