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BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF: )  
 )  
ILLINOIS COMMERCE COMMISSION, )  
ON ITS OWN MOTION )  
 ) No. 01-0662  
Investigation concerning Illinois )  
Bell Telephone Company's )  
compliance with Section 271 of the )  
Telecommunications Act of 1996. )

Chicago, Illinois  
February 10, 2003

Met pursuant to notice at 8:30 a.m.

BEFORE:  
MS. EVE MORAN, Administrative Law Judge.

APPEARANCES:

MR. MARK ORTLIEB, MS. LOUISE SUNDERLAND and  
MR. KARL ANDERSON  
225 West Randolph Street  
Chicago, Illinois 60606  
Appearing for SBC Illinois;

MR. OWEN E. MacBRIDE  
6600 Sears Tower  
Chicago, Illinois 60606  
Appearing for McLeod USA  
Telecommunications Services, Inc., and  
TDS Metrocom;

MR. PETER HEALY  
525 Junction Road  
Madison, Wisconsin  
Appearing for TDS Metrocom;

1 APPEARANCES, contd.

2 MR. ALLAN GOLDENBERG  
3 69 West Washington, Suite 700  
4 Chicago, Illinois 60602  
5 Appearing for the Cook County State's  
6 Attorney's Office;

7 MR. MATTHEW L. HARVEY, MR. SEAN R. BRADY  
8 MR. CARMEN L. FOSCO, and MR. DAVID NIXON  
9 160 North LaSalle Street, Suite C-800  
10 Chicago, Illinois 60601  
11 Appearing for ICC Staff;

12 ROWLAND & MOORE, by  
13 MR. THOMAS ROWLAND  
14 77 West Wacker Drive, Suite 4600  
15 Chicago, Illinois 60603  
16 Appearing for XO Illinois, Inc., Forte  
17 Communications, CIMCO Communications, and  
18 Globalcom, Inc.;

19 MR. DARRELL TOWNSLEY  
20 205 North Michigan Avenue, Suite 1100  
21 Chicago, Illinois 60601  
22 Appearing for WorldCom, Inc.;

MS. CHERYL HAMILL and  
MR. DAVID CHORZEMPA  
222 West Adams, Suite 1500  
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Appearing for AT&T Communications of  
Illinois, Inc.;

KIRKLAND & ELLIS, by  
MS. WENDY BLOOM  
200 East Randolph Drive  
Chicago, Illinois 60601  
Appearing for Ernst & Young.  
SULLIVAN REPORTING COMPANY, by  
Tracy L. Ross, CSR  
Michael R. Urbanski, CSR  
Tracy Eggert, CSR

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I N D E X

Witnesses:

Cross

Patricia Fleck  
    MS. HAMILL                   2553, 2593, 2604  
    MR. CHORZEMPA               2591

CAROL CHAPMAN  
    MR. CHORZEMPA               2606, 2617, 2673  
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SCOTT ALEXANDER  
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    DR. ZOLNIEREK               2766  
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SCOTT ALEXANDER  
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KARL WARDIN  
    MS. HAMILL                   2808

MICHAEL SILVER  
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    MR. TOWNSLEY                2865  
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E X H I B I T S

Number            For Identification            In Evidence

None so marked.

1           JUDGE MORAN: The matter before us is Docket  
2           01-0662. We are here today for a meeting  
3           workshop where questions will be being put to SBC  
4           Illinois compliance witnesses.

5                    Prior to that, the attorneys had a  
6           dispute that they had worked out over the weekend  
7           and a record will be made on that.

8                    Mr. MacBride?

9           MR. MacBRIDE: As you know, Judge, TDS  
10          Metrocom had requested several categories of  
11          additional work papers; the Ernst & Young work  
12          papers in addition to those that had been  
13          produced a week ago, January 31st. And initially  
14          there was a dispute over producing those. The  
15          parties had discussions over the weekend. We  
16          were able to talk with Ernst & Young  
17          representatives and get an understanding of -- in  
18          more detail of what was within those categories.  
19          We then narrowed our request down to some more  
20          specific documents and been informed by counsel  
21          for Ernst & Young that Ernst & Young is willing  
22          to produce those documents.

1           I understand they do need to have an  
2 internal review of the documents that are now  
3 being produced and that will take seven to ten  
4 days, which, of course, will take us past this  
5 week. The only thing we'd like to -- two points  
6 we'd like to make and that's it's not  
7 objectionable per se, obviously, it takes us  
8 beyond the time when the Ernst & Young  
9 representative will be here for questioning.

10           So Item 1 -- I think this is understood  
11 already, but it will be understood that in filing  
12 our comments which are due on the 21st we can  
13 make, of course, subject to necessary proprietary  
14 precautions per the protective order, we can make  
15 reference to information that is in the work  
16 papers we will be receiving without having --  
17 question the Ernst & Young witnesses about them  
18 to authentic that.

19           And then second, you know, if for some  
20 reason there's a delay in getting these documents  
21 it sort of bumps it right up against our 21st  
22 filing date, so, you know, we'd have to

1 request -- you know, we be allowed to file  
2 supplemental comments a few days later if we had  
3 any additional information that we got from the  
4 Ernst & Young work papers that we wanted to put  
5 in our comments.

6 JUDGE MORAN: That sounds absolutely  
7 reasonable.

8 MS. BLOOM: And if I could just state for the  
9 record the categories of documents we're  
10 producing so there's no confusion later. There  
11 were three categories of work papers where we  
12 discussed that documents would be produced.  
13 Bearing Point observations and findings review,  
14 Ernst & Young will produce all of its work papers  
15 in that category; corrective actions, process  
16 review, code review and transaction testing, we  
17 will be producing our testing memoranda work  
18 papers from that category; and assertions  
19 testing, we will produce all work papers we have  
20 in that category, with the one caveat that when  
21 we do the internal review, we don't anticipate in  
22 these categories that there will be anything

1 proprietary to Ernst & Young, but we may request  
2 some redaction if there's something that we think  
3 its trade secret in some way of formatting the  
4 papers and whatever.

5 JUDGE MORAN: If you could please identify  
6 yourself and your affiliation for the record.

7 MS. BLOOM: I'm Wendy Bloom with Kirkland &  
8 Ellis and I'm representing Ernst & Young.

9 MR. ROWLAND: And, your Honor, Tom Rowland for  
10 Forte Communications. We also had been in the  
11 discussion and I believe these are the three  
12 categories and we'll check against our notes; but  
13 I believe that's exactly what we were asking for.

14 MR. TOWNSLEY: Your Honor, Darrell Townsley on  
15 behalf of WordCom. I just want to find out, make  
16 sure that the record's clear that -- is Ernst &  
17 Young going to be providing all of these papers  
18 to all the folks who have signed releases to  
19 Ernst & Young.

20 MR. ORTLIEB: If I could respond to that,  
21 Darrell. We received a specific request from XO  
22 and from TDS. If WorldCom wants to join in, give

1 me something in writing and we'll make them  
2 available to everybody.

3 MR. TOWNSLEY: I did talk to you about it. I  
4 did talk to you about requesting further papers  
5 from Ernst & Young when we were here at the  
6 hearings last week. Mark, I thought would be  
7 sufficient; but if you want something in writing,  
8 I'll get it to you in writing.

9 MR. ORTLIEB: Darrell, we'll absolutely get  
10 those to you, I would request, just so we can  
11 keep things straight, there's been a lot of  
12 parties and a lot of different requests --

13 MR. TOWNSLEY: I understand.

14 MR. ORTLIEB: -- if we could just have it in  
15 writing.

16 MR. TOWNSLEY: I just want to make sure  
17 they're going to come to myself as well as  
18 Miss Lisa Burgin (phonetic) in Washington DC?

19 MR. ORTLIEB: Yes. We can make those  
20 arrangements.

21 JUDGE MORAN: Okay. We will be starting at  
22 9:00 o'clock with the witnesses.

1 MR. ORTLIEB: They are here.

2 JUDGE MORAN: Are we doing all the --

3 MR. ORTLIEB: We plan to do five today, your  
4 Honor.

5 JUDGE MORAN: And those will be?

6 MR. ORTLIEB: In the following order. I think  
7 I've got this right. Pat Fleck.

8 JUDGE MORAN: Okay.

9 MR. ORTLIEB: Carol Chapman.

10 JUDGE MORAN: Yes.

11 MR. ORTLIEB: Scott Alexander.

12 JUDGE MORAN: Yes.

13 MR. ORTLIEB: Karl Wardin and Mike Silver. We  
14 had one Phase 1 compliance affiant, John Muhs,  
15 for who no one had questions and Mr. Muhs did not  
16 come today.

17 JUDGE MORAN: Okay. And then we've got  
18 Mr. Ehr and Mr. Cottrell on other days?

19 MR. ORTLIEB: Correct.

20 JUDGE MORAN: Let me ask one more thing -- as  
21 I recall from the Commission's order, another  
22 compliance action being put on Ameritech and that

1 is the AEL list. When will you have an affiant  
2 on that?

3 MR. ORTLIEB: We anticipate -- we're still  
4 looking at that, so I can't commit right now.  
5 We're --

6 JUDGE MORAN: I understand.

7 MR. ORTLIEB: -- internal review. Our hope  
8 would be -- I want to say off the record, but I  
9 know I'm on the record -- our hope would be we  
10 would do it before the 21st.

11 JUDGE MORAN: My only concern is -- does  
12 anybody anticipate questioning on that?

13 MR. HARVEY: We certainly took part in that  
14 dispute and --

15 JUDGE MORAN: Yeah, I think it was only your  
16 dispute.

17 MR. HARVEY: -- and to the extent that there's  
18 a filing by Ameritech that purports to be  
19 compliance filing on the 21st, we would certainly  
20 want to reserve the right to respond to that --

21 JUDGE MORAN: Sure.

22 MR. HARVEY: -- in some reasonable amount of

1 time, I mean --

2 MR. ORTLIEB: That was our intent is that we  
3 would make the filings so that you could include  
4 in your comments on the 21st and, you know, it  
5 could flow into this five rounds that we have  
6 already established.

7 JUDGE MORAN: Yeah. You can address it in  
8 rebuttal or...

9 MR. HARVEY: Well, as I said, you know, not  
10 having really discussed this to any degree with,  
11 you know, our client group, yet, I'm pretty hard  
12 pressed to tell you that we'll be able to do  
13 that, but, you know, the sooner the better, I  
14 guess would be our position. We certainly  
15 reserve the right that -- to supplement any  
16 affidavits we file on the 21st --

17 JUDGE MORAN: Sure.

18 MR. HARVEY: -- if the filing date is such  
19 that it would preclude us from doing a good job  
20 otherwise.

21 JUDGE MORAN: Sure.

22 MR. ROWLAND: Madam Examiner?

1 JUDGE MORAN: Yes.

2 MR. ROWLAND: The question of scheduling for  
3 tomorrow, Mr. Ehr is listed tomorrow as well as  
4 later in the week. Is that still the case?

5 MS. SUNDERLAND: Yes.

6 JUDGE MORAN: I don't have my schedule.

7 MR. ORTLIEB: The arrangement was -- and I  
8 believe this is worked out --

9 JUDGE MORAN: I think I sent out a schedule to  
10 all the parties. Did everybody get it?

11 MR. ROWLAND: Right. But the schedule I have  
12 I thought Ehr was on two different days.

13 MR. ORTLIEB: He is. And the arrangement is  
14 as follows -- and, Sean and Matt, please jump in  
15 is that Mr. Ehr will appear tomorrow in the  
16 morning and that will be for purposes of Staff's  
17 questions and then he'll appear later in the week  
18 on Thursday in continuance of the session and the  
19 CLECs at that point would exam him.

20 MR. ROWLAND: That's fine.

21 JUDGE MORAN: Okay. Good all right. We can  
22 stop because no one's here yet

1 (Recess taken.)

2 JUDGE MORAN: I'll swear in the witnesses.

3 (Witnesses sworn.)

4 JUDGE MORAN: The parties desire to put their  
5 appearances into the record.

6 MR. ORTLIEB: On behalf of SBC Illinois it's  
7 Mark Ortlieb, Louise Sunderland, Carl Anderson,  
8 225 West Randolph Street, Suite 25-A, Chicago,  
9 Illinois 60606.

10 MS. HAMILL: On behalf of AT&T Communications  
11 of Illinois, Inc., Cheryl Hamill and David  
12 Chorzempa, C-h-o-r-z-e-m-p-a, 222 West Adams,  
13 Suite 1500, Chicago, Illinois 60606.

14 MR. ROWLAND: On behalf of Forte  
15 Communications, XO Illinois, Globalcom, and CIMCO  
16 Communications, Thomas Rowland from the law firm  
17 of Rowland & Moore, 77 West Wacker Drive, Suite  
18 4600, Chicago, Illinois 60606.

19 MR. GOLDENBERG: On behalf of the Cook County  
20 State's Attorney Office, Allan Goldenberg, 69  
21 West Washington, Suite 700, Chicago, Illinois  
22 60602.

1           MR. MacBRIDE:  On behalf of McLeodUSA  
2           Telecommunications Services, Inc., and TDS  
3           Metrocom, LLC, Owen MacBride, 6600 Sears Tower,  
4           Chicago, Illinois 60606.

5                       Also appearing on behalf of TDS  
6           Metrocom, Peter Healy, 525 Junction Road, Madison  
7           Wisconsin.

8           MR. BRADY:  Appearing on behalf of the Staff  
9           of the Illinois Commerce Commission Carmen L.  
10          Fosco, Sean R. Brady, Matthew L. Harvey, and  
11          David Nixon, 160 North LaSalle Street, Suite  
12          C-800, Chicago, Illinois 60601.

13          MR. TOWNSLEY:  Appearing on behalf of  
14          WorldCom, Incorporated, Darrell Townsley, 205  
15          North Michigan Avenue, Suite 1100, Chicago,  
16          Illinois 60601.

17          JUDGE MORAN:  Are there any other appearances  
18          in the room?

19                               (No response.)

20                       Are there any appearances by telephone?

21                               (No response.)

22                       Hearing none, those are all the parties

1 present for today's meeting workshop.

2 MS. HAMILL: May I begin, your Honor?

3 JUDGE MORAN: Sure.

4 MR. ORTLIEB: At this point, your Honor, SBC  
5 Illinois would like to make available Patricia  
6 Fleck for questioning. Miss Fleck filed a Phase  
7 1 compliance affidavit on January 22nd.

8 MS. HAMILL: Thank you, your Honor.

9 PATRICIA FLECK,

10 called as a witness herein, having been first  
11 duly sworn, was examined and testified as  
12 follows:

13 CROSS-EXAMINATION

14 BY

15 MS. HAMILL:

16 Q. Good morning, Miss Fleck. Cheryl Hamill  
17 on behalf of AT&T. We've met, but I don't think  
18 I ever crossed -- I'm sorry, questioned you  
19 before. I'm already off to a bad start.

20 You are the same Pat Fleck that signed a  
21 the transmittal letters submitting the May 13th,  
22 2002 end-to-end Broadband UNE tariff for SBC and

1 then you submitted the January 17th, 2003  
2 amendments to the end-to-end Broadband UNE tariff  
3 for SBC; is that right?

4 A. Yes.

5 Q. At pages 4 to 7 of your affidavit, you  
6 discuss your opinion that SBC is in compliance  
7 with the Commission's order in Docket No.  
8 00-0393, correct?

9 A. Correct.

10 Q. And, Miss Fleck, what was your involvement  
11 in that docket?

12 A. I was the docket manager, so -- assisted  
13 legal in getting the witnesses together, and  
14 responding to data requests, and just making sure  
15 everybody was where they were supposed to be,  
16 when they were supposed to be there.

17 Q. Did you testify in that docket?

18 A. No.

19 Q. Did you participate at all in preparing,  
20 other than May 13th 2002 tariff filing or the  
21 January 17th, 2003 tariff amendment in that  
22 docket?

1 A. What do you mean by "participate"?

2 Q. Did you help prepare the tariff --

3 A. Yes.

4 Q. -- take revised sections? Any particular  
5 areas?

6 A. No. I basically reviewed what our subject  
7 matter experts would have put together to make  
8 sure it matched with -- just more or less an  
9 editing function.

10 Q. So your participation was not so much  
11 substantive but more making sure that what was  
12 there -- what was supposed to be there was there?

13 A. Right.

14 Q. And you didn't participate in the  
15 preparation of any cost studies or cost  
16 information for the end-to-end Broadband UNE?

17 A. No.

18 Q. In paragraph 7 of your compliance  
19 affidavit and this is the paragraph that begins  
20 at the bottom of page 4 and follows onto page to  
21 5. And, in particular, the lines aren't  
22 numbered, so I'll try to direct you to where I

1 need you to go. If you turn to page 5, the first  
2 full sentence beginning on the fourth line down.  
3 You indicate that at page 4 that, quote, Access  
4 to the end-to-end Project Pronto UNE is via  
5 collocation in the center office; do you see  
6 that?

7 A. Mm-hmm.

8 Q. And at page 4 you're referring to page 4  
9 of the Commission's second order on rehearing?

10 A. Right.

11 Q. Do you have a copy of the Commission's  
12 second order on rehearing with you?

13 A. Yes.

14 Q. Yes, you do, okay. And that reference --  
15 if you turn to Page 4 of the order on second  
16 rehearing if you would be so kind. If you go to  
17 the second full paragraph, the first full  
18 paragraph under two issues. In that paragraph is  
19 that the reference that you refer to in your  
20 compliance affidavit on page 5?

21 A. Yes.

22 Q. And if you look at the second full

1 paragraph of the order on second rehearing, it  
2 indicates -- well, let me strike that.

3 The first full paragraph under issues  
4 which mentions -- which is the page you refer to  
5 on page 5 your affidavit -- talks about issues  
6 that the parties were able to reach consensus on;  
7 is that right?

8 A. Correct.

9 Q. And one of those issues was clarifying  
10 that access to the end-to-end Project Pronto UNE  
11 is via collocation in the central office,  
12 correct?

13 A. Correct.

14 Q. And if you look at that language, you'll  
15 see there's a reference to Section 4.3 following  
16 that language?

17 A. Yes.

18 Q. What does that Section 4.3 refer to?

19 A. It refers to Staff's Attachment A that was  
20 attached to Staff's reply briefs on exceptions  
21 and the order on rehearing.

22 Q. So is that the same as Section 4.3 to the

1 tariff appended as Appendix A --

2 A. Right.

3 Q. -- to the order on rehearing?

4 A. Right.

5 Q. Okay. Now, if you'll go to the next  
6 sentence of your affidavit, page 5, you indicate,  
7 quote, The text of the order and, again, that's  
8 the second order on rehearing, right?

9 A. Right.

10 Q. Is clear that collocation is a  
11 requirement, but not all sections of Appendix A  
12 were revised to reflect this requirement?

13 A. Correct.

14 Q. Now, when you say "the text of the order,"  
15 are you referring to -- other than the reference  
16 on page 4 of the second order on rehearing, are  
17 you referring to any other text in the second  
18 order on rehearing to indicate that collocation  
19 is a requirement to access the end-to-end  
20 Broadband UNE?

21 A. No.

22 Q. So simply the language on page 4 --

1 A. Mm-hmm.

2 Q. -- of the second order on rehearing?

3 Okay.

4 And let's talk a little bit about the  
5 chronology of this docket because it has quite a  
6 history, doesn't it?

7 A. Yes.

8 Q. Initially the Commission issued an order  
9 in 00-0393, correct?

10 A. Correct.

11 Q. And in that order the Commission unbundled  
12 the piece parts, if you will, of the project  
13 Pronto Architecture?

14 A. Correct.

15 Q. And then SBC moved for rehearing of that  
16 order?

17 A. Correct.

18 Q. And rehearing was granted?

19 A. Mm-hmm.

20 Q. And then the Commission issued a first --  
21 I'm not sure if it was called the first order on  
22 rehearing or order on first rehearing; but

1 something like that?

2 A. Correct.

3 Q. And attached to that first order on  
4 rehearing was draft tariff language or tariff  
5 labeled as Appendix A?

6 A. Correct.

7 Q. And the first order on rehearing directed  
8 that SBC, I guess, Ameritech then, mirror the  
9 language in Appendix A?

10 A. Correct.

11 Q. And then SBC moved for rehearing of the  
12 first order on rehearing?

13 A. Correct.

14 Q. And that was granted in certain respects?

15 A. Correct.

16 Q. And then we had a second order on  
17 rehearing?

18 A. Correct.

19 Q. Okay. I think that gets us where we need  
20 to be. The second order on rehearing is a final  
21 order in that -- in Docket 00-0393?

22 A. Yes.

1 Q. In it's application for rehearing of the  
2 first rehearing order, the one that attached the  
3 tariff --

4 A. Mm-hmm.

5 Q. -- SBC requested that that tariff -- it  
6 was required to mirror pursuant to the first  
7 order on rehearing be revised in certain  
8 respects, did it not?

9 A. Yes, it did.

10 Q. Do you have a copy of that application for  
11 rehearing?

12 A. I believe so. Yes.

13 Q. And if you turn to page 1, the first  
14 official page 1 of that application for rehearing  
15 SBC states -- at that time Ameritech states --  
16 this is the last full -- the sentence beginning  
17 on page 1 and carrying over onto page 2, Although  
18 the Commission's October 16th, 2001 amendatory  
19 order made a number of helpful clarifications to  
20 Appendix A, the proposed language still contains  
21 provisions that either conflict with the  
22 rehearing order itself or are unclear; is that

1 right?

2 A. That's correct.

3 Q. And attached to the application for  
4 rehearing of the first order on rehearing SBC --  
5 SBC included Attachment 1, correct?

6 A. Correct.

7 Q. And then Attachment 1 is essentially a  
8 red-line version, if you will, of Appendix A to  
9 the Commission's first order on rehearing?

10 A. Correct.

11 Q. And that's -- Ameritech called it  
12 Ameritech Illinois red-lined version showing  
13 requested clarifications; is that right?

14 A. That's correct.

15 Q. And then the following pages show Appendix  
16 A with certain additions, deletions and strike  
17 through in red-line legislative form?

18 A. Correct.

19 Q. And in Appendix A, then, SBC teed up  
20 certain revisions and changes for the Commission  
21 to address during the second rehearing phase,  
22 correct?

1           A.    Correct.

2           Q.    And the revisions and changes that SBC  
3 proposed were based on its reading and  
4 interpretation of the Commission's initial order  
5 of the first order on rehearing; that a fair  
6 statement?

7           A.    Yes.

8           Q.    And the intent of the red-line was to  
9 change or revise, if you will, provisions that  
10 either conflict with the rehearing order itself  
11 or are unclear as it indicated in its application  
12 for rehearing, is that right?

13          A.    That's right.

14          MS. HAMILL:   And just so -- in case folks want  
15 to follow along, I do have copies of the  
16 application for clarification and rehearing of  
17 the order on rehearing in case people want to --  
18 do you want a copy?

19          MR. ORTLIEB:   Sure.   Thank you.

20          BY MS. HAMILL:

21          Q.    And let me know when you're ready,  
22 Miss Fleck.

1           A. All right.

2           Q. Okay. Thanks. And will you turn -- can  
3 you turn to Section 4.3 of the red-lined appendix  
4 to SBC's application for rehearing of the first  
5 rehearing order.

6           A. All right.

7           Q. Okay. And one of the paragraphs that SBC  
8 proposed be revised is Section 4.3 of Appendix A;  
9 is that correct?

10          A. That is correct.

11          Q. And this is -- this is the change that is  
12 referred to at page 4 of the second order on  
13 rehearing when it talks about Section 4.3?

14          A. Well, I think it's -- the partially -- the  
15 change, we think it's broader than that. I think  
16 we argue in our application for rehearing that  
17 collocation was a requirement for access to the  
18 Broadband UNE. We pointed out Section 4.3. we  
19 did not necessarily point out all the other  
20 sections that would be impacted by that  
21 requirement.

22          Q. Okay. But if you look at Section 4.3, SBC

1 did make certain changes?

2 A. Yes.

3 Q. Proposed certain changes to Section 4.3?

4 A. Correct.

5 Q. And, in fact, the parties reached  
6 consensus on those changes; is that correct?

7 A. That is my understanding.

8 Q. And, in fact, that's why that particular  
9 section is referenced at page 4 in the paragraph  
10 regarding the issues the parties were able to  
11 reach consensus on?

12 A. Correct.

13 Q. Now, Section 4.3 is under the more general  
14 topic called Network configurations. Do you see  
15 that?

16 A. Mm-hmm.

17 Q. And that's network configurations for  
18 Project Pronto?

19 A. Yes.

20 Q. And if I read Section 4.3 correctly,  
21 Section 4.3 describes and discusses the ways in  
22 which a CLEC can access the data portion of the

1 Project Pronto Architecture; is that right?

2 A. Yes.

3 Q. And, in fact it says, The CLECs means of  
4 access to the data portion of the Project Pronto  
5 Architecture, paren, as provisioned through the  
6 OCD, close paren, whether in the data  
7 configuration or combined voice and data  
8 configuration is collocation in the end office;  
9 is that right?

10 A. Right.

11 Q. And that's certainly consistent with the  
12 language that we find on paragraph 4 -- I mean,  
13 I'm sorry, page 4 of the second order on  
14 rehearing?

15 A. Yes.

16 Q. Now, go to the next section, 4.4 of  
17 network configurations.

18 A. Okay.

19 Q. Now, this section also under network  
20 configurations discusses and describes the CLEC's  
21 means of access to the voice portion of the  
22 Project Pronto Architecture; is that correct?

1 A. Yes.

2 Q. And Section 4.4 indicates that there are  
3 at least two ways that CLECs can access the voice  
4 portion of the Project Pronto architecture; does  
5 it not?

6 A. Yes.

7 Q. The first way is if the CLEC's can extend  
8 the voice signal to a CLEC's collocation  
9 arrangement and that's in Section 4.4, correct?

10 A. Mm-hmm.

11 Q. Is that a yes?

12 A. Yes, I'm sorry.

13 Q. And then, secondly, I guess the language  
14 of 4.4 states, Alternately, subject to the same  
15 terms governing availability of the UNE-P with  
16 respect to UNE loops and the CLEC's  
17 interconnection agreement or a tariff is  
18 applicable, a CLEC may order voice service  
19 through the combined voice and data configuration  
20 in a UNE platform, paren, UNE-P, close paren,  
21 where no cross-connects to collocation will be  
22 necessary; is that right?

1           A.    Yes.   That's what the document says.

2           Q.    Okay.   And SBC in its application for  
3 rehearing of the first rehearing order did not  
4 propose any changes, deletions or revisions to  
5 that Section 4.4, did it?

6           A.    It did not red line any of those --  
7 anything in 4.4.   I think the application itself  
8 generally talked about acts -- the means of  
9 access to the Broadband UNE.

10          Q.    And, certainly, as SBC itself indicated in  
11 its application for rehearing, it proposed those  
12 changes in Appendix A which it felt necessary or  
13 unclear or that conflicted with the rehearing  
14 order itself, correct?

15          A.    Yes.

16          Q.    And I know in the application for  
17 rehearing SBC specifically discusses Section 4.3;  
18 does it not?

19          A.    It does.

20          Q.    And unless I -- my eyesight is going I  
21 didn't see a particular discussion of Section  
22 4.4?

1 A. No. We did not reference Section 4.4.

2 Q. Okay. So to the extent that SBC wanted  
3 any changes to 4.4 it certainly -- those language  
4 changes or revisions were not teed up for  
5 Commission consideration in SBC's application for  
6 rehearing of the first order on rehearing?

7 A. We did not specifically reference 4.4. I  
8 think in general we talked about the means of  
9 access to the Broadband UNE would be via  
10 collocation.

11 Q. Nor did SBC propose any changes or  
12 revisions to 4.4 as it appeared in a Appendix A  
13 to the Commission's first order on rehearing, did  
14 it?

15 A. Say that again.

16 Q. Nor did SBC propose any changes to Section  
17 4.4 as it appears in Appendix A to the  
18 Commission's first order on rehearing?

19 A. In our applications for rehearing?

20 Q. Correct. I'm sorry.

21 A. Correct.

22 Q. Now, do you have a tariff that you filed

1 last May? If you don't, I have.

2 JUDGE MORAN: Are you talking about the --  
3 aren't we talking today about the tariff that has  
4 been filed in compliance here, which is January  
5 17th?

6 MS. HAMILL: Yes, your Honor; but on January  
7 17th SBC only submitted the tariff pages that  
8 were revised. So you kind of have to look at  
9 both the tariffs in conjunction to get -- to have  
10 the whole offer in there.

11 JUDGE MORAN: Okay. So some of the tariff was  
12 not updated, is that what you're telling me?

13 MS. HAMILL: Revised. Yeah. Only certain  
14 pages were revised. Those were refiled on  
15 January 17th.

16 JUDGE MORAN: I see. Okay.

17 MS. HAMILL: Just so you have it, Miss Fleck,  
18 me give you, if you need them, a copy of the  
19 tariff as filed on May 13th of 2002 and then the  
20 amendment pages from last month. I'm not sure  
21 you'll need them, but if you do, please feel free  
22 to refer to them and anybody else who wants a

1 copy, help yourself.

2 BY MS. HAMILL:

3 Q. Okay. Now turning to Section 6.1 of SBC's  
4 application for rehearing and if you look at  
5 original sheet 13 of the May 13th, 2002 tariff.

6 MR. ORTLIEB: Cheryl, let me mark sure we're  
7 with you here. You've got two different  
8 documents opened in front of you?

9 MS. HAMILL: Yes.

10 THE WITNESS: And you said 6.1 in Appendix A,  
11 right?

12 BY MS. HAMILL:

13 Q. Yes. To SBC's application for rehearing  
14 of the first rehearing order. I know this is  
15 very wordy, but I don't know really how to  
16 shortcut it, which is not my forte.

17 JUDGE MORAN: You know, just for my benefit,  
18 can you kind of tell me what your position is so  
19 that I can look at all the these in some context?

20 MS. HAMILL: SBC has indicated that you need  
21 to collocated to access the end-to-end Broadband  
22 UNE, whether you're providing voice or data; and

1 the Commission appended the tariff to the first  
2 order on rehearing. SBC filed for rehearing of  
3 that order and made the changes that it viewed  
4 were necessary to clarify or fix or comport with  
5 the first order on rehearing and none of those  
6 changes go to the ability of CLECs to not  
7 collocate but to provide the voice portion of  
8 Pronto without collocation using the UNE  
9 platform.

10 SBC didn't take issue with those  
11 particular provisions of the tariff in its  
12 application for rehearing of the first rehearing  
13 order. Those issues weren't teed up for  
14 consideration in the second order of rehearing.  
15 In essence, SBC said that language is fine, we're  
16 not going to change it.

17 JUDGE MORAN: Okay. Did the second order on  
18 rehearing change anything relative to that?

19 MS. HAMILL: Limited. Very limited, your  
20 Honor, but nothing to do with the CLEC's ability  
21 to provide voice service over Project Pronto  
22 using the UNE platform and not collocating. So

1 SBC moved for rehearing of the first order on  
2 rehearing, didn't tee up any of these issues --

3 JUDGE MORAN: Okay. Wait. This is your  
4 position --

5 MS. HAMILL: Correct.

6 JUDGE MORAN: -- that is there was something  
7 in the order original order that was probed or  
8 challenged in the first application on rehearing;  
9 is that what you're saying?

10 MS. HAMILL: In the first order on rehearing  
11 the Commission said File this tariff, and this  
12 tariff allows CLECs who want to provide voice  
13 over Pronto to do that in at least two ways.  
14 They can either collocate or they can use the UNE  
15 platform to provide voice over Pronto.

16 JUDGE MORAN: That's what of the Commission  
17 originally said and then -- what is this  
18 application for rehearing? This is from that  
19 original order? Is that what I'm -- I guess  
20 that's where I'm trying to --

21 MS. HAMILL: Okay the Commission originally  
22 issued an order in this docket, unbundle all the

1 piece parts of Pronto, okay? And then in the  
2 first order on rehearing the Commission, for  
3 various reasons said, Well, rather than USBC  
4 having to unbundle all the piece parts of Pronto,  
5 we're going to make USBC unbundle the end-to-end  
6 Project Pronto UNE or Broadband UNE and that  
7 extends to the central office to the current  
8 premises; rather than the piece parts in the  
9 middle. That was the first order on rehearing.  
10 And the Commission said, You will unbundle that  
11 UNE and you will, to implement our order, to  
12 unbundle this UNE, mirror the tariff attached to  
13 our first order on rehearing as Appendix A.

14 JUDGE MORAN: Okay.

15 MS. HAMILL: SBC didn't like or felt the need  
16 to clarify -- they wanted certain things reheard  
17 and felt the need to -- and I don't want to  
18 miss- --

19 JUDGE MORAN: Okay. So this is that pleading?

20 MS. HAMILL: Yes.

21 JUDGE MORAN: That followed the first order.

22 MS. HAMILL: Correct. And they're teeing up

1 the issues that are going to be addressed in the  
2 second order on rehearing -- the second rehearing  
3 phase and SBC said, you know, We think that the  
4 tariff that you required us to mirror in the  
5 first rehearing order needs to be clarified and  
6 contains things that conflict with the rehearing  
7 order itself. To the extent that we want to  
8 clarify things or think that things conflict with  
9 your first order on rehearing, we have appended a  
10 red-line version of your tariff and we think  
11 thesis changes ought to be made. And SBC didn't  
12 take issue with any of the provisions that allow  
13 AT&T or another CLEC to access the voice portion  
14 of the Pronto network using the platform without  
15 collocation.

16 We have our second order on rehearing.  
17 SBC files its tariff and all of a sudden all of  
18 the provisions that would allow us to provide  
19 voice over the platform without collocation are  
20 gone and I'm just -- Miss Fleck is here saying  
21 SBC has complied with the Commission order. I'm  
22 saying, No it hasn't and, in fact, you didn't

1 even take issue with the provisions that we want  
2 in there today.

3 JUDGE MORAN: Okay.

4 BY MS. HAMILL:

5 Q. Well, now where was I? Oh, original page  
6 13 of the May tariff. If you compare -- are you  
7 there, Miss Fleck?

8 A. Yes.

9 Q. If you look at the second paragraph of  
10 original sheet 13, that's intended to be or is  
11 the same language, is it not, as the language  
12 contained in 6.2 of red-lined Appendix A?

13 A. I believe it corresponds, yes.

14 Q. Okay. And you'll note that in 6.2 the  
15 phrase in the first sentence -- we're talking  
16 about the voices path for UNE-P -- correct, I  
17 mean for Pronto? Let me step back.

18 6.2 is a paragraph under combined voice  
19 and data configuration; is it not?

20 A. Correct.

21 Q. Okay. And 6.2 talks about the underlying  
22 voice path of Pronto; is that right?

1 A. Yes.

2 Q. And it says The underlying voice path  
3 provisioned over NGDLC delivered to the MDF  
4 and/or provided to a CLEC in a UNE-P arrangement;  
5 is that right?

6 A. Yes. That's what the document says.

7 Q. Okay. And SBC did not suggest striking  
8 the reference to providing the voice path to a  
9 CLEC in a UNE-P arrangement in its application  
10 for rehearing in the first order; did it?

11 A. As I said earlier, we did not red-line  
12 every instance where the UNE-P language was  
13 listed or stated. We generally asked that the  
14 access to the Broadband UNE would be a  
15 collocation.

16 Q. Is that the answer to me question, no,  
17 that SBC did not ask that that language be  
18 removed?

19 A. Correct.

20 Q. Is it your testimony that -- in it's  
21 application --

22 JUDGE MORAN: Do you have anything more to add

1 to that?

2 THE WITNESS: I think all along throughout  
3 this docket and throughout the proceedings that  
4 went on at the FCC, we've always depicted access  
5 to the Broadband UNE would be via collocation for  
6 both the data side of the Broadband UNE and the  
7 voice side. And our understanding was when we  
8 were asking for rehearing and asked that access  
9 was via collocation, it was for -- not just the  
10 data side of things, but also the voice side.

11 JUDGE MORAN: Is that position reflected in  
12 the whole of this document?

13 THE WITNESS: We did not red-line every --

14 JUDGE MORAN: I understand that you didn't  
15 red-line. But is that position reflected in the  
16 whole of this?

17 THE WITNESS: I believe on page 6, yes, we  
18 make that argument.

19 JUDGE MORAN: Page 6 of this application?

20 THE WITNESS: Of the application for  
21 rehearing.

22 JUDGE MORAN: Can you direct me to the --

1 THE WITNESS: Okay. Paragraph 3.

2 JUDGE MORAN: Okay. All right. You can  
3 continue.

4 BY MS. HAMILL:

5 Q. And on page 6 that you just referred the  
6 judge to, that's where SBC discusses the changes  
7 that it would like the commission to consider to  
8 section 4.3, correct?

9 A. We labeled that section -- that paragraph  
10 Section 4.3 means access to the broadband UNE.

11 Q. And if you look at Section 4.3 and we  
12 already have and I apologize for asking it again,  
13 but I thought we agreed that Section 4.3 of the  
14 appendix deals specifically with the CLEC's means  
15 of access to the data portion of the Project  
16 Pronto Architecture; is that right?

17 A. I think that's what I said before, yes.

18 Q. Okay. And Section 4.4 deals with the  
19 CLEC's means of access to the voice portion of  
20 the Project Pronto Architecture; is that right?

21 A. Correct.

22 Q. Okay. And no where in -- either on page 6

1 or anywhere in SBC's application for rehearing do  
2 you find discussion regarding collocation to  
3 access the voice portion of the loop; or do you  
4 find Section 4.4 or for that matter any other  
5 section giving the CLEC's the ability to access  
6 the voice portion of the loop in a UNE platform  
7 configuration without collocation; is that right?

8 A. I'm sorry. Say that again.

9 Q. Nowhere in the application for rehearing  
10 will we find a reference to 4.4, correct?

11 A. Correct.

12 Q. Nowhere in the application for rehearing  
13 will we find the suggestion that a CLEC ought to  
14 be collocated to use the voice portion of the  
15 Project Pronto Architecture; is that right?

16 A. Well, again, as I said before, in my  
17 reading of paragraph 3, I think we talked about  
18 it generally, both voice and data. We didn't  
19 specifically say, Data we didn't specifically  
20 say, Voice.

21 Q. And on page 6 if you look at the last  
22 sentence of Section 3 dealing with paragraph 4.3

1 it says, To eliminate the possibility of such a  
2 misreading and future disputes, the Company  
3 should clarify Section 4. 3 as indicated in a  
4 Attachment 1 hereto?

5 A. Yes, that's what the document says.

6 Q. And SBC is not recommending that any other  
7 section of that particular tariff language be  
8 modified to reflect the means of access to the --  
9 I'm sorry, to the Pronto Broadband UNE?

10 A. As I think I've said numerous times, we  
11 said it generally. We did not point out each and  
12 every section that needed to be changed.

13 Q. Well, okay. If I read SBC's application  
14 for rehearing, then, it indicates that the  
15 proposed language -- the last language of the  
16 tariff that it was required to mirror still  
17 contains provisions that either conflict with the  
18 rehearing order itself or unclear. And if I look  
19 at Appendix A, I see a number of proposed  
20 red-line changes. Is it your testimony that SBC  
21 decided to just make some of those changes and  
22 just let other ones go?

1 MR. ORTLIEB: Cheryl, just as a  
2 clarification -- it strikes me that we're going  
3 back over this, the same territory we covered  
4 three or four times now. Is there some  
5 difference inherent in your question?

6 MS. HAMILL: No.

7 MS. HAMILL: SBC was very careful,  
8 Mr. Ortlieb, to file the application for  
9 rehearing, to red-line the appendix, and now I'm  
10 hearing your witness say that, Well, you know, we  
11 red-lined some stuff; but other stuff we just  
12 decided...

13 MR. ORTLIEB: My only point is this: If this  
14 were a hearing, I guess I would object, asked and  
15 answered; but it's a workshop environment here,  
16 so, obviously, I don't want to do that; but it  
17 does strike me that this is stuff that we've been  
18 over two or three times by now. Miss Fleck has  
19 given her answers and I don't think they're going  
20 to change.

21 BY MS. HAMILL:

22 Q. Let me go a little further and see where

1 that gets us. So, Miss Fleck, back to where I  
2 was which is the second paragraph on original  
3 sheet 13 of the May 13th, 2002 tariff compared to  
4 6.2 of Appendix A to the application for  
5 rehearing of the first rehearing order. SBC  
6 eliminated -- provided the CLECs and UNE-P  
7 arrangement language from its tariff; is that  
8 correct?

9 A. That is correct.

10 Q. And as I indicated, it did not propose  
11 that deletion in it's application for rehearing?

12 A. That is correct.

13 Q. Okay. I'll try to move more quickly  
14 through the rest of these. Now, if you also see  
15 on original sheet 13 of the May 2002 tariff.  
16 Look at the first paragraph of the tariff  
17 original 13 and compare that to 6.1 of Appendix A  
18 to the application for rehearing.

19 A. All right.

20 Q. Okay. The tariff contains the sentence  
21 that the appendix does not; is that right?

22 A. It does.

1 Q. And that sentence is, The Company will not  
2 offer the capability for a telecommunications  
3 carrier and a third-party to share the voice and  
4 data portion of the loop; do you see that?

5 A. Yes, I do.

6 Q. And that was not a sentence that SBC in  
7 it's application for rehearing of the first order  
8 on rehearing proposed that the Commission add, is  
9 it?

10 A. No, it was not.

11 Q. Okay. Now this -- the language -- strike  
12 that.

13 This language continues to appear in  
14 SBC's tariff today, it was not amended last  
15 month, was it? And please feel free to check. I  
16 didn't see a --

17 A. No, it was not.

18 JUDGE MORAN: Can I have that reference again,  
19 Cheryl?

20 MS. HAMILL: I'm sorry, your Honor. I'm  
21 looking at original sheet No. 13 of the May last  
22 year tariff.

1 JUDGE MORAN: Okay. Sheet No. 13. I'm  
2 looking at the wrong thing.

3 MS. HAMILL: So it's part 24. Section 1  
4 original sheet No. 13. I'm looking at the first  
5 paragraph of that page and I'm comparing that to  
6 Section 6.1 of the appendix to SBC's application  
7 for rehearing and I'm pointing out the fact that  
8 SBC added that sentence to its tariff but did not  
9 propose that that same addition be made in its  
10 application for rehearing.

11 JUDGE MORAN: And that sentence, The Company  
12 will not offer the --

13 MS. HAMILL: Correct.

14 JUDGE MORAN: Okay. Now I'm clear. Thank  
15 you.

16 MS. HAMILL: Thank you.

17 BY MS. HAMILL:

18 Q. Now, Miss Fleck, this language that SBC  
19 added to original sheet 13 would prohibit a voice  
20 CLEC and a data CLEC from sharing a Project  
21 Pronto loop to provide both voice and data  
22 service at the same time; is that right? If I

1 read that sentence...

2 MS. CAROL CHAPMAN: What this says -- we won't  
3 sell a portion of it to a data carrier and a  
4 portion of it to a voice carrier; but either  
5 carrier could purchase the whole thing and they  
6 could share together; but we would only have one  
7 customer of record, is basically what that means  
8 similar to a line splitting situation -- and this  
9 is Carol Chapman.

10 MR. CHORZEMPA: Can I follow up on a couple  
11 questions?

12 MR. ORTLIEB: It's okay with us.

13 JUDGE MORAN: It's not a hearing.

14 MR. CHORZEMPA: As long as we're here. I  
15 think the language of that tariff offering also  
16 says that the colo- -- the cross-connect to the  
17 collocation cage will only be made to one  
18 carrier's cage and SBC also struck out Commission  
19 language in Section 6.6 that indicates that the  
20 carrier purchasing the data portion of the Pronto  
21 loop could cross-connect it to a collocation cage  
22 of their choice, okay. And just so I can make

1 myself perfectly clear, Miss Chapman, putting  
2 aside the issue of who orders it, let's assume  
3 AT&T orders the voice and data portion of the  
4 Pronto Architecture, Pronto loop and end-to-end  
5 UNE, could AT&T then designate that the data side  
6 of Pronto at the OCD port get cross-connected  
7 from the OCD to a collocation cage of its choice;  
8 for example, let's say they're teaming with COVAD  
9 where AT&T is providing voice over the voice  
10 portion and Pronto, COVAD is providing the data;  
11 AT&T is still ordering -- from SBC's eyes, AT&T  
12 is the carrier of record, but it wants to say,  
13 Hey, take this cross-connect from the OCD, not to  
14 my cage, but to COVAD's cage because we have a  
15 line splitting arrangement between ourselves?

16 MS. CAROL CHAPMAN: I'd have to verify that in  
17 the language.

18 MR. CHORZEMPA: I think there's some language  
19 in the tariffs that would -- in my eyes, if you  
20 just read it would prohibit that.

21 MS. CAROL CHAPMAN: Could you point it out to  
22 me that would help me out.

1 MR. CHORZEMPA: Sure. If you look at Section  
2 3. I think sheet 13 to 14.

3 MR. ORTLIEB: Cheryl, do you have an extra  
4 copy of that?

5 MS. HAMILL: Which one, the --

6 MR. CHORZEMPA: But just read 3 it goes from  
7 sheets 13 to 14.

8 MS. CAROL CHAPMAN: Okay.

9 MR. CHORZEMPA: My name is Dave Chorzempa by  
10 the way.

11 If you look at like -- I'll read the  
12 sentence on sheet 14 that I'm concerned with.  
13 It's still in Section 3 just above 3.1. The  
14 combined and data arrangement will be provided to  
15 one, parenthesis, one telecommunications carriers  
16 collocation arrangement. The company will not  
17 provide the voice path to one telecommunications  
18 carrier and the data path to a third-party  
19 collocation arrangement or vice versa.

20 And my question is: Putting aside the  
21 issue of who's going to order it, let's assume  
22 that AT&T is order the entire arrangement; but on

1 the order itself the LSR, the local service  
2 request, it's going to designate a collocation --  
3 that the cross-connect from the OCD port be  
4 cross-connected to a third-party carrier's cage,  
5 in this case COVAD where they want to team  
6 together to provide this offering. I mean, that  
7 language seems to prohibit it clearly, maybe that  
8 wasn't the intent that SBC had and maybe you'd  
9 love to change that right now.

10 JUDGE MORAN: If you want to look at that  
11 Miss Chapman and answer when it's your turn or in  
12 writing it's -- those are option --

13 MS. CAROL CHAPMAN: I probably want to verify  
14 that real quick before responding to that.

15 (Change of reporters.)

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1 (Change of reporters.)

2 JUDGE MORAN: You understand the question.

3 MS. PATRICIA FLECK: I do understand the  
4 question, and I need to double check one thing.

5 JUDGE MORAN: Then you can answer either later  
6 in writing or --

7 MR. CHORZEMPA: Ms. Fleck, just to clarify  
8 this point for the Examiner as well, the language  
9 I just read, the sentence I just read, that's an  
10 insertion SBC made in their May tariff filing.  
11 That's not in Section 6.6 of the tariff that's  
12 attached to the Commission's first order on  
13 rehearing; is that right?

14 MS. PATRICIA FLECK: Yes. That is an  
15 addition. It's 6.5.

16 MR. CHORZEMPA: It's 6.5? I'm sorry.

17 MS. HAMILL: 6.6. --

18 MS. PATRICIA FLECK: No, 6.5.

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1                   PATRICIA FLECK,  
2           having been called as a witness herein, after  
3           having been first duly sworn, was examined and  
4           testified as follows:

5                   CROSS-EXAMINATION

6                   BY

7                   MR. CHORZEMPA:

8           Q.    You would agree with me also that the  
9           language in the Commission's -- the Appendix A to  
10          the Commission's order on rehearing, the tariff  
11          attached to the Commission's order includes a  
12          sentence that says -- let me back up.  Try this  
13          again.

14                    If you look at 6.3 of the Commission's  
15          Appendix A to its order on rehearing, you'd agree  
16          that states CLEC will be provided the capability  
17          to access the data traffic in a like manner as  
18          that outlined above for the data configuration,  
19          colon, via lease port on the OCD.

20                    CLEC will have the option to purchase a  
21          cross-connect from the OCD to a collocation cage  
22          of the CLEC's choice in the central office.

1           You'd agree with me that's what the  
2 Commission's Appendix A says?

3           A. Yes, that's what the document says.

4           Q. And that sentence I just read, the last  
5 sentence, CLECs will have the option to purchase  
6 a cross-connect from the OCD to a collocation  
7 cage of the CLEC's choice in the central office,  
8 that sentence was stricken in the tariff  
9 Ameritech has submitted to the Commission for  
10 approval; isn't that right?

11          A. I think it's been revised. I don't think  
12 it was completely stricken.

13          Q. There's no language in Ameritech's tariff  
14 that would allow you to take the cross-connect  
15 from the OCD --

16          JUDGE MORAN: Wait. Wait. Wait. Hold that  
17 question. She's still --

18          MS. PATRICIA FLECK: Yeah, it is not there.

19          MR. CHORZEMPA: Okay. Thanks.

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CONTINUED CROSS-EXAMINATION

BY

MS. HAMILL:

Q. Okay, Ms. Fleck, I'm going to try to expedite the rest of my questions by kind of lumping them together because I was going to refer you to I think a few more sections and I'll do that in just -- four more sections and then we'll just be done.

If you look at Section 6.4 of the appendix to SBC's application for rehearing, this is under combined voice and data configuration for Pronto, correct?

A. Correct.

Q. 6.4 indicates that CLEC will be provided the capability to access the voice traffic in two different manners. It discusses first via collocation; the second is via a UNE-P arrangement in which case no collocation will be necessary; is that right?

A. That's right.

Q. And that language from 6.4 allowing a CLEC

1 to access the voice traffic via a UNE-P  
2 arrangement is not in SBC's tariff?

3 A. Correct.

4 Q. That was not language that SBC redlined,  
5 if you will, in Appendix A to its application for  
6 rehearing?

7 A. Correct.

8 Q. Moving on to Section 6.6.3 of  
9 Appendix A.

10 At that point we're talking about -- the  
11 tariff is talking about combined voice and data  
12 network components; is that correct?

13 A. Correct.

14 Q. And 6.6.3 of Appendix A talks about  
15 combined voice and data UNE-P loop; is that  
16 right?

17 A. Uh-huh, yes.

18 Q. And it indicates that in this instance the  
19 CLEC will not be required to collocate to access  
20 the voice traffic?

21 A. Yes. That's what the document says.

22 Q. That paragraph is missing completely from

1 SBC's tariff?

2 A. That is a correct statement.

3 Q. Okay. And that was not a paragraph that  
4 SBC requested be revised at all in its appendix,  
5 correct?

6 A. Yes.

7 Q. Yes, they did not propose revisions?

8 A. Correct. Correct.

9 Q. Okay. Moving quickly along to 6.6.4 --

10 JUDGE MORAN: Let me ask you something.

11 MS. HAMILL: Yes. Me or the witness?

12 JUDGE MORAN: Pardon me?

13 MS. HAMILL: Me or the witness?

14 JUDGE MORAN: I guess both of you.

15 Again -- because I'm not following  
16 through on this.

17 This is the application for the order on  
18 rehearing.

19 An application for rehearing was  
20 granted?

21 MS. HAMILL: Correct.

22 JUDGE MORAN: Did any of these issues that

1 you're talking about that weren't raised in this  
2 application discuss during the rehearing phase.

3 MS. HAMILL: No.

4 JUDGE MORAN: Okay.

5 MS. HAMILL: It has to be teed up for  
6 consideration to be discussed. I'm trying to  
7 point out that these --

8 JUDGE MORAN: Sometimes things can go over.  
9 Things get broadened sometimes on rehearing.  
10 It's not as strict as an appeal, do you know what  
11 I mean?

12 MS. HAMILL: Now, certainly the Section 4.3  
13 that we talked about for accessing the data  
14 portion, that was brought up at Page 6 of SBC's  
15 application. That was discussed.

16 That never even made it to the contested  
17 issue part of the second rehearing because the  
18 parties sat down and agreed to make the revisions  
19 that SBC wanted to Section 4.3.

20 And if you look at Page 4 of the second  
21 order on rehearing, it indicates that, yeah,  
22 we're going to revise Section 4.3 as SBC requests

1 because the parties agree to it.

2 JUDGE MORAN: Okay. So there was this --  
3 there was this application for rehearing filed.  
4 Then there was an order on rehearing.

5 MS. HAMILL: Correct.

6 JUDGE MORAN: That for present purposes is  
7 best called the first order on rehearing.

8 MS. HAMILL: No, final. This is the --

9 JUDGE MORAN: I thought there was a second  
10 order on rehearing.

11 MS. HAMILL: There was an order and then there  
12 was an order on rehearing.

13 JUDGE MORAN: Yeah.

14 MS. HAMILL: And then you have this  
15 application. And then you have a second.

16 So the filing of this application  
17 resulted in the Commission granting a second  
18 rehearing.

19 We had that rehearing and that's the  
20 last order in 0393.

21 So this is the application that teed up  
22 the last order.

1 JUDGE MORAN: This is for the last?

2 MS. HAMILL: Yeah. So this -- yeah, so this  
3 came after the Commission's first order on  
4 rehearing which attached the tariff to it,  
5 Appendix A requiring them to merit.

6 Then SBC filed this rehearing document  
7 and then we had a second order on rehearing and  
8 that was the end of the docket.

9 JUDGE MORAN: Okay.

10 BY MS. HAMILL:

11 Q. Couple more real quick.

12 Section 6.6.4 also discusses the use of  
13 a UNE-P voice arrangement that a CLEC can take  
14 advantage of; is that correct, Ms. Fleck?

15 A. Correct.

16 Q. And SBC did propose revisions to 6.6.4 in  
17 Appendix A to its application for rehearing of  
18 the first rehearing order; is that right?

19 A. Correct.

20 Q. And SBC's revisions dealt with the  
21 rates -- how rates would be set for the new  
22 combined voice and data UNE-P loop, right?

1 A. Yes.

2 Q. And SBC suggested that rather than have  
3 those rates be set in a permanent pricing phase,  
4 in Docket 00-0393, that those rates would be set  
5 following the review of Ameritech's UNE cost  
6 studies correct?

7 A. Correct. I think that was in January.

8 Q. And SBC did not propose that any other  
9 language in that paragraph be deleted,  
10 eliminated, modified or changed; is that right?

11 A. That's right.

12 Q. Okay. And finally, 6.6.5 is the  
13 voice-only configuration for Project Pronto,  
14 correct?

15 A. Correct.

16 Q. And that language in the Appendix A to  
17 SBC's application for rehearing provides that  
18 CLECs can purchase an unbundled loop from the  
19 demarcation point at the customer's premises to  
20 the MDF in the central office with associated  
21 cross-connects to a collocation cage or an  
22 unbundled switch port as a UNE over the Project

1 Pronto facilities; is that right?

2 A. Uh-huh, correct.

3 Q. Now, the first option, collocation cage,  
4 would be an option CLECs could use if they're --  
5 if they want to access the loop via collocation,  
6 right?

7 A. Yes.

8 Q. And the second option which is the or an  
9 unbundled switch port as a UNE over the Project  
10 Pronto facilities, that would be the  
11 configuration that a CLEC wanting to provide  
12 voice over the UNE platform would choose; is that  
13 right?

14 A. Correct.

15 Q. Now, SBC did propose some changes to  
16 6.6.5, correct?

17 A. Yes.

18 Q. And it proposed the same change as it made  
19 to 6.6.4 which is how the rates for the voice  
20 configuration would be established?

21 A. Correct.

22 Q. SBC did not suggest any other language

1 changes regarding the options the CLEC had to  
2 access the voice-only configuration for the  
3 Project Pronto network; is that right?

4 A. That's correct.

5 Q. Okay. Is it fair to say, Ms. Fleck, that  
6 if the Commission adopted the tariff that SBC  
7 attached to its application on rehearing -- of  
8 the first order on rehearing as presented, SBC  
9 would have -- would be obligated to provide a  
10 CLEC with the ability to provide the voice  
11 portion of the Pronto -- the voice service over  
12 Project Pronto using the UNE platform without  
13 collocation?

14 A. If you're talking voice only?

15 Q. Well, voice, whether it's in conjunction  
16 with data or voice only, voice period.

17 A. If they looked just at the attachment one,  
18 yes, that would be the case.

19 Q. And is it fair to say that the -- under  
20 Ameritech -- SBC's existing tariffs today, as you  
21 filed them and you revised them in January, the  
22 only way that a CLEC can access the voice portion

1 of a Pronto loop is to collocate?

2 A. Correct.

3 MS. HAMILL: Okay. I think that's all my  
4 questions.

5 MS. PATRICIA FLECK: Time out.

6 MR. ORTLIEB: Let's take a minute. Go back  
7 one question before, I think we can shed some  
8 more light on this. Just give us a minute.

9 MS. CAROL CHAPMAN: Okay. I just wanted to  
10 clarify on that last question.

11 As far as just a standard UNE-P, you  
12 can -- we will provision a standard UNE-P over  
13 the NGDLC Pronto architecture just as a  
14 voice-only UNE-P. You don't have to be  
15 collocated for that.

16 You have to be collocated if you're  
17 trying to -- you have to be collocated if you are  
18 wanting to have the combined voice and data  
19 offering, but not if you're just getting voice  
20 only.

21 BY MS. HAMILL:

22 Q. My understanding -- and maybe I'm not

1 done.

2 My understanding, Ms. Fleck, is that  
3 6.6.3, 6.6.4 and 6.6.5, which is the voice-only  
4 configuration, are missing from SBC's or were  
5 eliminated from SBC's tariff.

6 Am I wrong?

7 A. They're not in the broadband UNE tariff.

8 However, I think what Carol is saying is  
9 6.6.5, the voice-only configuration, would not be  
10 in the broadband UNE tariff because if you wanted  
11 only a voice-only loop, you could order it via  
12 the UNE loop tariff which would require  
13 collocation, and if it was -- or you could order  
14 it via UNE-P, which would not require  
15 collocation.

16 MS. CAROL CHAPMAN: That's correct.

17 CAROL CHAPMAN,  
18 having been called as a witness herein, after  
19 having been first duly sworn, was examined and  
20 testified as follows:

21

22

1 CROSS-EXAMINATION

2 BY

3 MS. HAMILL:

4 Q. So are you saying that if I want to order  
5 the end-to-end broadband UNE to provide voice  
6 service, I have to order that out of a different  
7 tariff?

8 A. You're talking about the voice-only  
9 service which would not include the end-to-end  
10 broadband UNE.

11 So if you were ordering just voice  
12 service, you would -- you can order that, and it  
13 will be provisioned over whatever architecture is  
14 out there. If it happens to be the Pronto NGDLC  
15 architecture, that's what we would provision it  
16 over.

17 Q. But would you agree with me that 6.6.5  
18 that SBC only made changes to for the ratemaking  
19 part of it gives me, a CLEC, the right to order  
20 voice only over Pronto and out of the Pronto  
21 tariff; is that right?

22 A. I suppose it would have -- it would have

1     been duplicative of what's already available and  
2     also it kind of implies that somehow you would  
3     order it differently, which you wouldn't.

4             You would just order a regular UNE loop  
5     or a UNE-P.  It's not -- just because it's  
6     provisioned over a particular type of NGDLC,  
7     we're giving -- we're giving you the loop.

8             So it's actually kind of confusing to  
9     have it both places which is why I think that was  
10    removed.  Your options didn't change.

11    Q.  So the voice-only configuration is not to  
12    be found in the end-to-end broadband UNE tariff,  
13    is that the bottom line?

14    A.  I believe that's correct.

15    MS. PATRICIA FLECK:  Yes.  That's correct.

16    MS. HAMILL:  Thank you, Ms. Fleck.

17    JUDGE MORAN:  Okay.  You're finished with  
18    questions for Ms. --

19    MS. HAMILL:  Yes, I am.

20    MR. CHORZEMPA:  I could jump in now that we're  
21    on the subject.  Can I just ask a couple  
22    follow-ups on that.

1 MR. ORTLIEB: Who are your questions for?

2 MR. CHORZEMPA: For both of them but it's on  
3 the subject of UNE-P over the Pronto  
4 architecture. Instead of waiting, I thought I  
5 might jump in now.

6 CAROL CHAPMAN,  
7 having been called as a witness herein, after  
8 having been first duly sworn, was examined and  
9 testified as follows:

10 CONTINUED CROSS-EXAMINATION

11 BY

12 MR. CHORZEMPA:

13 Q. Let's assume that AT&T takes advantage of  
14 the offering you described, this voice-only  
15 offering over the Pronto architecture, you order  
16 it as UNE-P.

17 You'd agree with me in that instance  
18 there's no -- no one has to go out and manipulate  
19 facilities to provide that service?

20 A. Well, I don't know if anyone is going to  
21 have to do anything to provide the service. It's  
22 going to depend if it's already --

1 Q. Say it's a migration. The customer has  
2 voice over the Pronto architecture and they want  
3 to switch from SBC voice to AT&T using UNE-P?

4 A. That should be correct.

5 Q. It's available. No one has to go out and  
6 touch the facilities, right?

7 A. That would be correct.

8 Q. Let's say the customer then calls up AT&T  
9 and says, hey, I want to the add DSL -- I want  
10 DSL service and AT&T says, great. I can provide  
11 it to you.

12 Does AT&T lose the ability to use the  
13 voice portion of the Pronto architecture as UNE-P  
14 if they wanted to add data onto that Project  
15 Pronto architecture or that -- provide data to  
16 the customer, I should say?

17 A. It would no longer be a UNE-P if they  
18 wanted to use the -- if they wanted to use the  
19 combined voice and data offering.

20 They could leave it as UNE-P and do the  
21 data-only offering if they chose to. They would  
22 have those two options available to them.

1           Q.  So they would have to arrange to take the  
2           voice portion of the Pronto architecture and the  
3           TDM side and cross-connect it to their  
4           collocation cage?

5           A.  If they wanted to use the combined voice  
6           and data offering as opposed to leaving the voice  
7           as it was and just doing a data-only offering.

8           Q.  You'd agree with me that somebody would  
9           have to go out in the central office and do  
10          physical work to the facilities that are  
11          providing voice service to that customer, if  
12          we're adding data to a UNE-P voice line, right,  
13          over the Pronto architecture?

14          A.  If they choose the combined voice and data  
15          offering, then yes, there would be some central  
16          office work involved.

17          Q.  There would be downtime -- customer would  
18          be disconnected, their voice service would be  
19          disconnected for some time?

20          A.  There would be a temporary -- a temporary  
21          disruption of service, yes.

22          Q.  Do you have any idea how long that is?

1           A. I believe it would be fairly momentary,  
2 but I don't have an exact --

3           Q. Do you know --

4           A. -- time frame.

5           Q. Do you know if SBC collects data on the  
6 length of such disconnections?

7           A. I don't know if we have the volumes in  
8 order to do that currently. I don't believe we  
9 do.

10          Q. But you think it's going to be momentary  
11 like not particularly apparent to the customer  
12 that there is disconnection of the voice, you  
13 think?

14          A. I would believe so, yes.

15          Q. Okay. Now, let's give you a different  
16 scenario.

17                 Let's assume SBC is providing voice to  
18 the customer over the Pronto architecture, just  
19 voice, okay.

20                 And the customer calls up SBC and says,  
21 I want data on the line. And SBC says, great, I  
22 can give you data. I have this data affiliate

1 that could provide you data.

2 Is there any requirement or need for SBC  
3 to disconnect the voice side of Pronto to be able  
4 to provision that data service to the customer in  
5 addition to voice?

6 A. Well, any time that a data CLEC is --  
7 purchases just the data portion, then, no, there  
8 would not be any disruption of the voice.

9 Q. Okay.

10 A. Well, actually there might be a brief  
11 disruption of the voice depending -- due to work  
12 out in the field because frequently what will  
13 happen is that the voice is currently not going  
14 to be provisioned over the portion of the NGDLC  
15 architecture that would permit the data so there  
16 would typically be some disruption of the voice  
17 service in most cases.

18 Q. No one in the central office is going in  
19 and disconnecting the cross-connects that make  
20 the voice service on the Pronto side happen, so  
21 to speak, in the central office?

22 A. That's correct. The disruption would be

1 out in the field and not in the central office.

2 Q. Whereas we talked about AT&T trying to  
3 take a Pronto voice customer and add data, the  
4 disconnection we're talking about, that happens  
5 in the central office, right?

6 A. If -- again, if they chose to go with that  
7 particular option, then yes, that's correct.

8 Q. Now, I think -- it's an interesting  
9 scenario because SBC -- let me try and get this  
10 straight.

11 SBC provides data through an affiliate;  
12 is that correct?

13 A. We provide wholesale data transport  
14 through a DSL affiliate.

15 The retail service is actually provided  
16 through a number of ISPs.

17 Q. Physically what happens when SBC provides  
18 data service -- let's say you're providing voice  
19 and data to a customer over project Pronto.

20 Physically what happens is the voice  
21 goes over the voice side and the data goes over  
22 the data side of the Pronto network and is

1 actually cross-connected to a collocation cage  
2 that your data affiliate has in your central  
3 office, correct?

4 A. That's correct. It's going to be  
5 cross-connected over to the affiliate -- the data  
6 affiliate's collocation arrangement which I  
7 believe they add on their ATM network and they  
8 are going to sell that piece off to their ISP  
9 customers.

10 Q. In that sense SBC is really joint  
11 marketing with its affiliate or joint  
12 provisioning, so to speak, DSL service with its  
13 data affiliate, correct?

14 A. I wouldn't -- no, I wouldn't say joint  
15 provisioning. We're -- and actually I believe  
16 the joint marketing is with the ISP and not with  
17 the data affiliate.

18 Q. But from a facilities standpoint, SBC is  
19 providing voice and its data affiliate is  
20 providing the data service to the customer from a  
21 facilities network standpoint, correct?

22 A. That's correct, just the same as if it

1 were any other data CLEC.

2 Q. Right. So SBC in that sense chooses what  
3 customer it wants -- what data network provider  
4 it wants the data side of the Pronto architecture  
5 to be cross-connected to, right?

6 A. The data CLEC who orders the service is  
7 choosing themselves.

8 I guess I don't understand your  
9 question.

10 Q. Let's say -- if I'm the SBC voice customer  
11 and I call SBC and I say I want data, what's the  
12 response?

13 I want data. I want SBC data on my  
14 line.

15 A. I don't know the retail scripts. Those  
16 are provided, I believe, by the ISP that they're  
17 doing joint marketing for so I don't know what  
18 the response would be.

19 Q. You joint market that offering -- SBC does  
20 with its ISP affiliates, and its -- and the  
21 network end of it is provided by your so-called  
22 data affiliate like AADS or ASI, right?

1           A.    That's correct.

2           JUDGE MORAN:    Could we maybe stay a little  
3   more focused on these tariffs that are at issue  
4   here?

5           MR. CHORZEMPA:   It goes more toward the  
6   questions in Ms. Chapman's testimony.

7                        I think I'm done with that anyways.

8           MS. HAMILL:    Maybe it's time to call  
9   Ms. Chapman up then?

10          JUDGE MORAN:    We still have Ms. Fleck up here  
11   so that's why I'm getting confused.

12          MR. CHORZEMPA:   I just wanted to finish up on  
13   that.   That's fine.

14          MS. HAMILL:    I'm done with Ms. Fleck, your  
15   Honor.

16          JUDGE MORAN:    I understand, but Mr. --

17          MR. CHORZEMPA:   I'll save my questions for  
18   later.

19          JUDGE MORAN:    Who else is here for Ms. Fleck?  
20   Who else has questions?

21                        Anybody else?   Staff?

22          MR. HARVEY:    Staff has no questions for

1 Mrs. Fleck.

2 JUDGE MORAN: WorldCom.

3 MR. TOWNSLEY: No. I believe Mrs. Hamill has  
4 covered it all.

5 JUDGE MORAN: Okay. All right. Well then I  
6 guess --

7 MR. ORTLIEB: We're done.

8 JUDGE MORAN: We're done with Mrs. Fleck.  
9 Why don't we take a five-minute break  
10 and then who was going to go next?

11 MS. HAMILL: Ms. Chapman, I think.  
12 Is that right, Mark?

13 MR. ORTLIEB: Right. Carol will be ready.  
14 (Whereupon, a brief recess  
15 was taken.)

16 JUDGE MORAN: Can we start up again. Great.

17 MR. ORTLIEB: We're ready to get started.

18 JUDGE MORAN: Dave, are you going to start?

19 MS. CAROL CHAPMAN: If you want, I can let you  
20 know what I found out so far on that other issue?

21 MR. CHORZEMPA: Yes.

22 MS. CAROL CHAPMAN: The intent of the language

1 was to address the issue I talked about earlier,  
2 the one customer would order the whole thing, and  
3 also to reflect the fact the way that we had  
4 designed that, the combined voice and data was to  
5 go to a single cage.

6 We're not aware of a problem of sending  
7 it to two different cages, if that's what the  
8 CLEC ordered, but we'll have to check on that one  
9 piece to see if there are any operational  
10 concerns with that.

11 So I can't say for certain that we can  
12 support that, but we may be able to. And we can  
13 get back on that one portion of it.

14 MR. CHORZEMPA: You'd agree --

15 MR. ORTLIEB: We'll respond in writing to that  
16 question to provide the additional details  
17 Ms. Chapman is talking about.

18 MR. CHORZEMPA: That's great.

19 CAROL CHAPMAN,  
20 having been called as a witness herein, after  
21 having been first duly sworn, was examined and  
22 testified as follows:

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CONTINUED CROSS-EXAMINATION

BY

MR. CHORZEMPA:

Q. But you'd agree with me, Ms. Chapman, that on a copper loop outside the Pronto architecture, when you have just a straight copper loop and let's say, again, AT&T and Covad want to partner with AT&T providing voice over that loop and Covad providing data over that loop, that SBC does, in fact, today allow that copper loop to get terminated to Covad's collocation cage for the purpose of splitting the loop between the voice and data?

A. That is correct.

Q. Okay. Then in that instance as well the -- once the line is -- again what I'm talking about, all copper loop. Let's think of it from a network standpoint.

The copper loop is going to come in to Covad's cage. Covad is going to split the HFPL from the LFPL, high frequency to the low frequency portion of the loop.

1           Covad will then take that traffic to the  
2 Internet cloud, so to speak, over its own network  
3 and then AT&T would then hand off the voice back  
4 from a cross-connect standpoint to SBC to allow  
5 the voice traffic to be terminated back onto the  
6 SBC switching platform; isn't that right?

7           A. Well, I'm not certain what you mean by  
8 AT&T would hand it back.

9           Typically what would happen is the --  
10 both the loop and the switch port would be  
11 terminated to the data CLECs's collocation  
12 arrangements although, you know, technically it  
13 could go to separate arrangements.

14           I haven't -- I don't believe that's  
15 probably the preferred means of doing it but  
16 that's an option.

17           Q. Well, I guess that was my real question is  
18 it doesn't have to go to two different -- for  
19 line splitting over a copper loop you don't have  
20 to go to two different collocation cages if Covad  
21 and AT&T are partnering.

22           It could just go to the Covad cage

1 alone?

2 A. Right. And you can do that over the  
3 Pronto architecture, too. You can send it to a  
4 single cage.

5 I thought the question was whether you  
6 could send it to two separate collocation  
7 arrangements.

8 That's the one I was going to check on  
9 because --

10 Q. Well, I think the matter of dispute here,  
11 just so the Judge is clear is, you know, we'd  
12 like to do UNE-P over the voice portion of  
13 Pronto.

14 So if you're able to do UNE-P over the  
15 voice portion of Pronto, then you would take the  
16 data side and just terminate it to Covad's cage  
17 and there would be only one termination, if what  
18 I said was true and I know you disagree with  
19 that.

20 A. I suppose, yeah, if that was an offering  
21 that was available, I guess that would be how it  
22 would work, yes.

1 Q. Okay. I appreciate that.

2 A. Except it would still be one customer --

3 Q. One customer of record --

4 A. -- record --

5 Q. -- from the CLEC side?

6 A. -- even in that perspective.

7 Q. Correct.

8 I know we talked -- there was a little  
9 bit of discussion before the break about the  
10 voice-only offering under SBC's Project Pronto  
11 UNE -- broadband UNE tariff?

12 A. Yes.

13 Q. Do you know whether or not SBC has  
14 provisioned any voice-only UNE-P offerings over  
15 the Project Pronto network?

16 A. I don't know for certain -- that's not  
17 something -- we wouldn't inventory that  
18 separately to us. That would just be a regular  
19 loop which I think is part of the reason we took  
20 it out of the tariff because a CLEC wouldn't  
21 order that separately.

22 They would just order a regular loop or

1 a regular UNE-P and we provision it over whatever  
2 facilities are out there. If they happen to be  
3 Pronto, that's what we'd use.

4 Q. You're very familiar with the whole -- you  
5 have testified in many of the Project Pronto  
6 cases; isn't that right?

7 A. Yes. On the product side, not --

8 Q. Right.

9 A. You get too technical, I'm going to back  
10 off.

11 Q. I'm in the same boat as you in that  
12 regard.

13 I just have a question because that  
14 was -- came as a surprise to me that you would  
15 provision it over -- if you got a UNE-P order  
16 over a customer that's serviced -- voice service  
17 over the Pronto network, what I'm hearing you  
18 tell me is that you just provision that as a  
19 normal UNE-P order, voice-only UNE-P order, and  
20 you would provision UNE-P therefore over the  
21 Project Pronto architecture.

22 Did I misstate what you're telling me?

1           A.   No.

2                   The only thing that's unique about the  
3   Pronto architecture that would affect whether or  
4   not we would provision just a standard loop has  
5   to do with if you're wanting to have packet  
6   switching functionality which is, you know,  
7   electronics for the provision of advanced  
8   services are not part of the loop.

9                   But if you're just wanting a loop,  
10   you're not wanting the packet switching  
11   functionality, we provision a loop[whether it's  
12   over copper, whether it's over traditional  
13   digital loop carrier or if over NGDLC, next  
14   generation digital loop carrier that we provide  
15   it as part of -- or deploy it as either part of  
16   Project Pronto or even nonPronto NGDLC.

17           Q.   My question or my concern -- why I had  
18   some surprise by that was that in the Pronto  
19   cases SBC has always stressed, I should say, the  
20   fact that they're keeping at least for some  
21   amount of time that's undisclosed at this point  
22   keeping all copper architecture that Pronto is

1 replacing or in your view -- I guess you guys  
2 call it an overlay. I don't want to use words  
3 that are going to get you upset. And since this  
4 is a collaborative, right. I say replace. You  
5 say overlay.

6 But you're leaving that copper in place;  
7 isn't that right?

8 A. That's correct.

9 Q. And my concern -- I always thought --  
10 maybe I'm wrong -- that if you got a UNE-P order  
11 for that customer that you would provision the  
12 UNE-P over the copper architecture that would be  
13 in place, but that might not be hooked up to the  
14 customer in the sense the customer is not getting  
15 voice service presently from SBC over that all  
16 copper loop because you have already migrated  
17 them to the Pronto architecture.

18 A. If they were already provisioned over the  
19 Pronto NGDLC, that's typically what we provision  
20 them over.

21 The purpose of the commitment to retain  
22 the copper really didn't have anything to do with

1 the voice side of the Pronto architecture but  
2 more for data CLECs who wanted to provision  
3 traditional DSL using CO-based DSLAMS. They  
4 would still have the ability to do that over the  
5 copper loop.

6 So although, you know, in some cases  
7 we'll still have voice customers of our own that  
8 are over the copper facilities and so there  
9 would -- there would also be CLEC voice customers  
10 over those facilities.

11 There wouldn't be really any difference.  
12 We would provision it over whichever was the best  
13 facility for that particular service.

14 Q. Okay. In your prefiled testimony on  
15 Page 3 you basically go through a bunch of line  
16 splitting scenarios and discuss how SBC from an  
17 ordering standpoint and I think a little bit from  
18 a network standpoint would provision those line  
19 splitting orders; isn't that right?

20 A. Yes. Just talked about the various  
21 scenarios and the fact that we have processes in  
22 place for -- that support the different

1 scenarios.

2 Q. Okay. I'm going to start with Scenario A  
3 that's on Page 3. Starts at the bottom Page 3 of  
4 your testimony.

5 A. Okay.

6 Q. And this is what I will call the UNE-P,  
7 the line splitting scenario where you have CLEC  
8 voice to CLEC voice with CLEC DSL and the line  
9 splitting arrangement.

10 Is that right?

11 A. Yes.

12 Q. Okay. Before I get into questions because  
13 a lot of my questions, I think, are generic for  
14 Pronto or copper but let me start with my Project  
15 Pronto question.

16 If I have existing UNE-P voice only over  
17 the Pronto architecture and my customer comes to  
18 me and says, I want to add data and I want to get  
19 it from you, AT&T or WorldCom or whatever the  
20 CLEC is, what are the ordering scenarios I need  
21 to follow from SBC's perspective to make that  
22 happen?

1           Are they the same whether it's over a  
2 Pronto architecture as opposed to a copper  
3 architecture?

4           Or does your testimony really just  
5 address the copper architecture and then the  
6 Pronto architecture would be a different answer?

7           A. The Pronto architecture would be a  
8 different answer.

9           This is -- my testimony is discussing  
10 line splitting as the FCC defined it where the  
11 CLECs providing a splitter and DSLAM, where  
12 they're purchasing a DSL capable loop, not where  
13 they're purchasing out end-to-end broadband UNE,  
14 so that would be a different.

15          Q. While I have some disagreements over  
16 what -- we probably have major disagreements over  
17 what we think the FCC said in regard to line  
18 splitting. I won't get into that because I just  
19 want to identify then -- because I don't think  
20 you discuss it here -- how I go from UNE-P over  
21 the Pronto architecture to the combined voice  
22 data offering over the Pronto architecture.

1                   How I get from Point A to Point B, what  
2                   are the orders I need to submit to SBC to make  
3                   that happen.

4           A.   That wasn't anything I discussed in my  
5           testimony.

6                   I don't have -- I'd have to go back and  
7                   research that. I didn't prepare the order  
8                   process for that.

9           MR. CHORZEMPA:   Okay. I would request that be  
10           provided, if possible.

11           JUDGE MORAN:   I don't have a problem with it.

12                   I just am not sure how it relates to  
13                   this -- it wasn't one of the issues -- this  
14                   proceeding from this point on is only whether  
15                   they have complied with the order through  
16                   these --

17           MR. CHORZEMPA:   Sure.

18           JUDGE MORAN:   -- affidavits.

19           MR. CHORZEMPA:   Let me just say that one of  
20           the scenarios that the Commission asked for them  
21           to provide more testimony on is the UNE-P to line  
22           splitting scenario.

1 JUDGE MORAN: Right.

2 MR. CHORZEMPA: The UNE-P to line splitting  
3 scenario can take place on a copper loop. It  
4 could take place on a hybrid, copper fiber loop  
5 like the Pronto architecture. It takes place in  
6 more than one scenario.

7 Her testimony only discussed, as she  
8 just indicated, the copper architecture, not the  
9 Pronto architecture.

10 Therefore what I'm asking is that they  
11 supplement the testimony telling me how that  
12 migration takes place over the Pronto  
13 architecture.

14 MR. ORTLIEB: If I may.

15 But the testimony properly is limited to  
16 the copper context because --

17 JUDGE MORAN: I think -- yes.

18 MR. ORTLIEB: -- that was the context of the  
19 order. That's the 271 requirement.

20 JUDGE MORAN: There was never an indication of  
21 this -- whatever you guys are talking about --  
22 this Pronto.

1           MR. CHORZEMPA: I agree because in our view,  
2           and I think we're at odds here just -- that we  
3           believe the line splitting obligation applies to  
4           any kind of loop, copper, copper fiber, and we  
5           believe the FCC orders are supportive of that  
6           position, your Honor.

7                        And SBC disagrees with that.

8                        The Commission didn't specify, I agree,  
9           and by not specifying they say it supports their  
10          legal position. We say it supports ours.

11                      And we believe that in this case we  
12          should have had the ability to make our case and  
13          not decide that legal issue while we're just  
14          discussing it in this collaborative.

15                      JUDGE MORAN: The problem is, okay, the  
16          Commission didn't specify.

17                      The Commission based these actions and  
18          its conclusions on what the Commission picked up  
19          from the record.

20                      The Commission did not pick up from that  
21          record that was developed in phase one that there  
22          was a need to differentiate between copper and

1       what's this other --

2           MR. CHORZEMPA:  Fiber.  Copper fiber loops.

3           JUDGE MORAN:  Whatever this other thing is.

4                        So while those may be legitimate  
5       questions that you might want answered for  
6       business purposes, I don't think it's reflective  
7       of what is needed for purposes of affidavit  
8       compliance.

9           MR. CHORZEMPA:  With all due respect, your  
10       Honor, the Commission didn't specify it was  
11       copper loops either, and I think we're making an  
12       assumption of what the Commission meant.

13                       I don't think that's our place at this  
14       juncture in this case to do so.

15           MR. ORTLIEB:  It's not an assumption.

16                        The language specifically talks about  
17       things like splitters and DSLAMs that exist only  
18       in the copper environment, and it's a two --  
19       specifically a 271 compliance issue and that  
20       deals with just copper.

21                        If you look at the 271 applications in  
22       other states, this type of issue hasn't -- has

1 not been germane.

2 MR. CHORZEMPA: I would disagree with you that  
3 DSLAMs and splitters aren't relevant to the  
4 Project Pronto architecture.

5 I believe that to access the Pronto  
6 architecture you need a DSLAM. It's a piece of  
7 switching equipment that you need to get your  
8 traffic to the internet cloud.

9 And I think in regard to splitter, the  
10 loop still needs to be split. Happens at a  
11 different place.

12 MS. CAROL CHAPMAN: But the difference --

13 MR. CHORZEMPA: But it still needs to be  
14 split.

15 And the fact we believe it is germane to  
16 your 271 obligations. This Commission found that  
17 you have a legal obligation to provide the  
18 Project Pronto loops.

19 And if you have an obligation to provide  
20 Project Pronto loops, you have an obligation to  
21 provide them in a line sharing arrangement, in a  
22 line splitting arrangement, and I think the FCC

1 orders are clear that it doesn't matter what  
2 technology you use, copper or fiber, or even if  
3 you use megaphone, you got to give CLECs the  
4 ability to access all the features of  
5 functionalities of that loop including the low  
6 frequency portion and the high frequency portion.

7 It's technology neutral.

8 MR. ORTLIEB: 271 as reviewed in other states  
9 hasn't turned on -- in fact, I'm not aware it's  
10 been an issue of this type of -- these types of  
11 scenarios as applicable to the broadband  
12 architecture that you're asking for here, Dave.

13 Just hasn't been a requirement in the  
14 other states, and I don't think it should be a  
15 requirement at the last minute here in Illinois.

16 MR. CHORZEMPA: I think you're going a little  
17 bit far to say it's not a requirement.

18 Whether or not it was an issue that was  
19 teed up in the case I don't think is relevant to  
20 whether or not it should be an issue here.

21 If we -- we're going to have new issues  
22 here. They're going to be different. We should

1 have the ability to litigate --

2 JUDGE MORAN: The point is those weren't  
3 issues in phase one. That's what I'm trying to  
4 say.

5 The phase one conclusions, the phase one  
6 corrective actions are based on the record in  
7 phase one.

8 There was no distinction or arguments or  
9 witnesses talking about copper versus -- what are  
10 the others, Pronto, loops or whatever.

11 MR. CHORZEMPA: Versus Pronto. I mean, I  
12 would just say --

13 JUDGE MORAN: So therefore these directive  
14 actions were based on that record that didn't  
15 make or take account of Project Pronto, and  
16 therefore we're only looking now to see if this  
17 affiant here has fulfilled the compliance  
18 recommendations put upon the company in that  
19 context.

20 I hope that's clear.

21 MS. HAMILL: Your Honor, I'd like to point out  
22 that AT&T did, in phase one, offer testimony from

1 Ms. Eva Fettig regarding line splitting.

2 Her testimony was not limited to just a  
3 copper architecture. She discussed Pronto as  
4 well in phase one.

5 And, moreover, the Commission did  
6 indicate that one of the issues in compliance --  
7 in the compliance -- phase one compliance part of  
8 this phase two was compliance with the  
9 broadband -- the Commission's broadband orders.

10 JUDGE MORAN: With the tariff, you're talking  
11 about?

12 MS. HAMILL: Correct. Correct.

13 JUDGE MORAN: That's a separate issue.

14 And that really is not even quite  
15 properly a -- so much so a checklist item issue  
16 as it is a compliance issue and probably should  
17 have been in the public interest section where,  
18 in fact, AT&T did raise it.

19 MS. HAMILL: I think it's both a loop issue  
20 because it is a loop that we're unbundling and  
21 it's also a public interest issue, so --

22 MR. CHORZEMPA: I mean, we have made the

1 request for the information. I don't know what  
2 your response is, Mark, but I'm willing to go on.

3 What's your response? Are you going to  
4 provide it or not?

5 MR. ORTLIEB: If it's outside the scope of the  
6 phase two compliance proceeding, then we don't  
7 think it's relevant and we shouldn't have to  
8 provide the response.

9 MS. CAROL CHAPMAN: Although of course if your  
10 client would want to come to us just on a  
11 business basis and want us to provide information  
12 on how to order it, obviously we'd provide that.

13 MR. CHORZEMPA: Okay. I think that's fine,  
14 your Honor.

15 JUDGE MORAN: All right.

16 BY MR. CHORZEMPA:

17 Q. Okay. Going back to scenario one --

18 A. Okay.

19 Q. -- UNE-P and line splitting.

20 You indicate that there's a single LSR,  
21 local service request, process that allows a CLEC  
22 to convert a UNE-P arrangement to a line

1 splitting arrangement; isn't that right?

2 A. That's correct.

3 Q. And that was in August of 2002?

4 A. Yes.

5 Q. And you also indicate that SBC has  
6 implemented that same process in its other  
7 service territories such as in Pacific Bell and  
8 in the SWBT, Southwestern Bell Telephone  
9 territories?

10 A. That's correct.

11 Q. Now, SBC doesn't use the same physical OSS  
12 systems in the Ameritech region as it does in the  
13 SWBT or PacBell regions; isn't that right?

14 A. The actual OSS, I believe that's correct,  
15 although this single LSR process was designed on  
16 a broad scale basis so obviously there's going to  
17 be some -- to the extent that the actual system  
18 is a little, you know, there are minor regional  
19 differences, there may be some differences there,  
20 but the actual process is the same across those  
21 regions.

22 Q. Policy is the same, it might be

1 implemented differently in the different regions  
2 from a systems perspective or OSS perspective?

3 A. There may be minor tweaks between the  
4 various systems. I'm not an OSS person.

5 Q. You might not know the question -- the  
6 answer to my next question.

7 What nonrecurring charges would the CLEC  
8 be charged in submitting that one local service  
9 request to SBC?

10 A. And that wasn't an issue that I covered so  
11 I didn't -- I would have to get that. I don't  
12 have that with me.

13 MR. CHORZEMPA: I'd request that.

14 MR. ORTLIEB: She's not the rate witnesses.  
15 Would that be something within the scope of some  
16 of the witnesses later today?

17 MS. HAMILL: In terms of ordering?

18 MR. ORTLIEB: Yeah.

19 MS. CAROL CHAPMAN: It would be the standard  
20 rates associated with the underlying elements  
21 that were requested so. . .

22 MR. CHORZEMPA: So you --

1 MR. ORTLIEB: I'm just curious. If it's this  
2 limited request we can get you that information  
3 but I don't know where we're going with the  
4 rates.

5 MR. CHORZEMPA: That's it. I got another  
6 question I can ask next.

7 I'd request a response in writing to the  
8 question of what nonrecurring charges apply when  
9 using the one LSR process to convert existing  
10 UNE-P to a line splitting arrangement.

11 MR. ORTLIEB: We'll get you that information.

12 MR. CHORZEMPA: Okay.

13 BY MR. CHORZEMPA:

14 Q. I know you also discuss, at least to some  
15 extent, what happened from a network perspective  
16 when converting UNE-P into line splitting.

17 A. Sure. From a high level.

18 Q. Physically when SBC gets this single LSR  
19 it will do the necessary work to cross-connect  
20 the UNE-P provision loop to the CLEC collocation  
21 cage so that the line can be split.

22 And then it will -- SBC will

1 cross-connect the low frequency portion or voice  
2 portion of the loop back from the CLEC cage to  
3 the SBC switch?

4 A. Not exactly.

5 What we'll do is we'll do the  
6 cross-connects to hand off the loop to the  
7 collocation arrangement, and also to the  
8 cross-connects to hand off the switch port to the  
9 collocation arrangement, so it's not that --

10 Q. I understand what you're saying. You're  
11 basically coming at it from two opposite ends  
12 whereas I was going --

13 A. Yeah. I'm coming at it from what we're  
14 actually providing. We're providing you a loop  
15 UNE, we're providing a switch port with transport  
16 UNE.

17 Q. I think your answer was the same  
18 conceptually as mine.

19 Again I think we established before that  
20 there would be, in making this conversion, some  
21 disconnection of the customer's voice service;  
22 isn't that right?

1           A.  Sure, just like there is if -- when we  
2           provision the HFPL.

3           Q.  Do you know how long that usually is?

4           A.  I know it's less than 15 minutes.  I don't  
5           know precisely how long it is.  It's -- I think  
6           it's actually closer to five, but I'm just not  
7           certain.  I'm sorry.

8           Q.  Do you know if SBC keeps such data on how  
9           long on average the disconnections are or even on  
10          a loop-by-loop basis?

11          A.  I don't believe so.

12          Q.  How many line splitting orders has SBC  
13          processed in Illinois?

14          A.  I don't have the specific numbers.

15                    We have processed some.  It's something  
16          that's starting to pick up.

17          Q.  You have processed the one LSR?

18          A.  Yes, we have.

19          Q.  Are the numbers like less than a hundred  
20          orders?

21          A.  They were the last time I checked.  I  
22          didn't check -- haven't checked in the last few

1 weeks so I don't know if they have picked up or  
2 not.

3 Q. What was the volume last time you checked?

4 A. They were just starting, we were doing  
5 some managed orders, and I believe there was --  
6 they were around 25 at the time in Illinois.

7 Q. When did you last check in Illinois?

8 A. It's probably about a month ago, but I'm  
9 not certain on the date.

10 Q. When you refer to them as managed orders,  
11 does that mean they're manually processed?

12 A. What that means is it's a new process for  
13 the CLEC who is submitting the orders and so we  
14 were working very closely with the CLEC to make  
15 sure that what they were submitting was the  
16 correct information and that sort of thing so we  
17 were walking -- it's actually I believe a  
18 flow-through order but we were managing them to  
19 make sure that both parties were very clear on it  
20 since it is a new process for Illinois.

21 Q. Do you know if any orders in Illinois have  
22 been processed by SBC in a nonmanaged fashion?

1 A. I'm --

2 Q. For line splitting?

3 A. I don't believe so.

4 I think the -- like I said, unless it's  
5 happened recently, the initial ones that we were  
6 referring, the CLEC had wanted to work with us on  
7 those is what my understanding was.

8 And I don't know if they have gotten  
9 past that stage yet.

10 Q. I think you also discuss -- maybe you  
11 don't discuss this.

12 But in converting UNE-P to line  
13 splitting from, again, a network facilities  
14 standpoint, what's happening in the central  
15 office, what work's going on, you'd agree with me  
16 that putting aside what carrier's doing what, the  
17 work that's done is identical to work SBC would  
18 do when provisioning SBC branded DSL to its own  
19 voice customers?

20 That is you take the loop to your data  
21 affiliate's cage and then cross-connect the voice  
22 portion of the loop back to the SBC switch?

1           A.   That is correct.

2           Q.   And you would think that the downtime, the  
3           average downtime in provisioning line -- UNE-P  
4           line splitting or line sharing to your own voice  
5           customers using your -- the SBC data affiliate,  
6           that the customer downtime on voice should be  
7           identical?

8           A.   Yes, it should be equivalent.  That's been  
9           our practice is to make sure that we handle it  
10          the same way.

11          Q.   Okay.  Again, this is a scenario we have  
12          discussed quite a bit before.

13                    Let's assume AT&T orders UNE-P on a  
14                    line, it gets provisioned.  AT&T is providing  
15                    voice via UNE-P to this customer.  Let's say it's  
16                    Ms. Hamill.

17                    I have known Cheryl with a lot of  
18                    different names so I always have to pause before.

19                    Let's say, again, AT&T -- the customer  
20                    then wants DSL -- or let's say, in fact, that  
21                    it's right after the customer signs up for UNE-P  
22                    that AT&T says, let me get your voice provision

1 to you and then we'll provide DSL afterwards.  
2 AT&T wants the voice to get established first and  
3 then convert from UNE-P to line splitting.

4           Again, let's assume also that AT&T is  
5 going to use Covad as their network carrier for  
6 the DSL side to provide a joint voice DSL  
7 offering in the same customer but, again, just to  
8 get around customer of record issues, AT&T is  
9 going to be the customer of record from SBC's  
10 perspective?

11         A. Okay.

12         Q. Okay.

13           AT&T in that scenario could order the  
14 one LSR process to convert UNE-P to line  
15 splitting and designate that the  
16 cross-connections be sent to the Covad  
17 collocation space?

18         A. That is correct.

19         Q. In addition, isn't it true that Covad  
20 could actually place the orders for AT&T as  
21 AT&T's agent using AT&T's OSS codes?

22         A. Yes. As long as it -- to us it looked

1     like it was AT&T, then, yes, Covad would be able  
2     to do that.

3           Q.   One of the concerns in this type of  
4     relationship with AT&T and Covad when Covad  
5     places that order is that Covad wants to assure  
6     that the responses on that line splitting order  
7     or this one LSR process comes back to Covad.

8                    Because the voice -- in this scenario  
9     I'm giving you, UNE-P is already established,  
10    customer has voice, you're really adding DSL, and  
11    Covad needs to get the responses back in order to  
12    do their own provisioning.

13                   I think you probably know the DSL world  
14    pretty well.  You have to send the customer a kit  
15    to give them their little customer premise  
16    equipment to allow you to do DSL, and a lot of  
17    that is triggered internally at Covad and I'm  
18    sure it's true at SBC's data affiliate as well.

19                   Based on the responses that you get back  
20    from an OSS side, the firm order commitments or  
21    FOCs, the service order completions, or SOCs,  
22    how -- the things that Covad needs to do to

1 ensure the customer's service is provisioned.

2 So what I'm asking you is this:

3 Is there any way that you know of that  
4 Covad could place the order for AT&T using AT&T's  
5 OSS codes but ensure that those responses on this  
6 one LSR process come back to Covad and don't go  
7 to AT&T?

8 Let me help you a little bit because  
9 this is a collaborative.

10 I have been told by people at SBC that  
11 if -- some differing answers.

12 I have been told once that if Covad uses  
13 AT&T's company code, which is called like a CC  
14 you might be -- but uses their own trading  
15 partner ID, SBC will allow that to happen, and  
16 the responses from an OSS perspective would go  
17 back to Covad on that order.

18 So I'm trying to help you out a little  
19 bit, whether or not you have heard that --  
20 whether or not that's true or whether or not  
21 there's some other way that Covad could place the  
22 order to ensure the responses get back to them.

1 JUDGE MORAN: Do you have that information?

2 MS. CAROL CHAPMAN: I'm familiar with it  
3 somewhat. These are new questions that are  
4 coming up to us so it's not something I have  
5 prepared.

6 I know it's something we have been  
7 working with parties who are interested in  
8 working through these types of arrangements.

9 JUDGE MORAN: Can you give me an answer later  
10 today or in writing for Mr. Chorzempa?

11 MS. CAROL CHAPMAN: Sure. I know these are  
12 things that we are working out -- working through  
13 with AT&T and Covad now, so specifically you're  
14 just wanting to know --

15 MR. CHORZEMPA: The reason I ask here is I  
16 thought we had a pretty firm answer and I have  
17 seen some discrepancies and I'm not putting any  
18 blame on SBC.

19 This is an ongoing process, like you  
20 said, but I want to get that answer firm in  
21 writing.

22 BY MR. CHORZEMPA:

1           Q.   The question is if Covad is the entity  
2           that's going to be placing this one LSR to go  
3           from UNE-P to line splitting --

4           A.   How do the --

5           Q.   -- on behalf of AT&T, how can they submit  
6           it on behalf of AT&T but get the responses on  
7           that order back to Covad.

8           JUDGE MORAN:   So are you saying the response  
9           would -- or the confirmation, is that a better  
10          word?

11          MR. CHORZEMPA:   Right.   The FOCs, the SOC's,  
12          the rejects.

13          JUDGE MORAN:   They would only go to Covad and  
14          not also to AT&T; is that what you're  
15          envisioning?

16          MR. CHORZEMPA:   I think that's my  
17          understanding that they could only go to one  
18          carrier.

19          MS. CAROL CHAPMAN:   Covad in this case is  
20          actually acting on behalf of AT&T, so it's just a  
21          matter of getting our systems to physically send  
22          it back to this third-party person who's

1 submitting it for AT&T rather than this typical  
2 AT&T response location, and I think there were  
3 some ways to work around that.

4 I'll have to get the specifics. Like I  
5 said, it's -- I'm not so much on the OSS side.  
6 I'm familiar with it but not enough just to off  
7 the top of my head.

8 BY MR. CHORZEMPA:

9 Q. Maybe the answer to the next question is  
10 the same.

11 Does Covad need to be on the same OSS  
12 version -- I mean LSOG-4, LSOG-2? You have heard  
13 these terms before, your Honor?

14 JUDGE MORAN: Yes, unfortunately.

15 BY MR. CHORZEMPA:

16 Q. -- in order to place the orders for AT&T.

17 Do the data carrier and the voice  
18 carrier need to be on the same LSOG versions in  
19 order for the data carrier to place the line  
20 splitting orders for the voice carrier?

21 A. There's two responses.

22 If they use the -- my understanding is

1 if they use the GUI that we provide, those are  
2 automatically on the same version, but if they're  
3 wanting to use their own GUI, you know, using EDI  
4 then, yes, they would need to be on the same  
5 version, since, again, they're looking like AT&T  
6 to us and we can't have -- we don't support  
7 having two versions for the same carrier is my  
8 understanding.

9 Q. That would include the same dot release?

10 What I'm referring to there, as you  
11 know, OSS comes out as LSOG-5.1. Then you guys  
12 upgrade a little bit over time and there will be  
13 over LSOG-5.1, maybe 5.2.

14 Does that same policy hold true for dot  
15 releases?

16 A. I believe so. That's my understanding.  
17 It's a little beyond what I was talking about.

18 Q. You talked about using the GUI.

19 I'm familiar with the GUIs that  
20 Ameritech provides. They have a pulldown menu to  
21 allow to you plug in your company codes.

22 So you basically hit your mouse on

1 certain pulldown menus and the pulldown menus I'm  
2 familiar with would only allow -- have only a  
3 plug in for that company's company codes.

4 For example, if it was Covad, when you  
5 pulled down the menu it would only show Covad's  
6 company codes.

7 Is SBC going to modify the GUI to allow  
8 carriers to have multiple pulldowns, different  
9 company codes or trading partner IDs or whatever  
10 the OSS codes they need to plug in on the GUI?

11 A. My understanding was on the GUI that --  
12 that in this case AT&T would have to actually  
13 provide, I believe it was a user ID; so when they  
14 were using it for AT&T they would actually, you  
15 know -- have AT&T-- they would actually have that  
16 code, but I'd have to check.

17 Q. I'd like to --

18 A. I'm not familiar on that. I haven't heard  
19 this question before.

20 Q. I think what you're saying is if you log  
21 in AT&T and you're going to see what AT&T's GUI  
22 looks like; is that what you're saying?

1           A. My understanding was that it would be  
2 programmed for a specific user ID so that it  
3 would work correctly.

4           But again, I haven't heard that question  
5 before.

6           So it may be a new issue that arose.  
7 That wasn't one of the ones that was on the call,  
8 the recent call that I was on with AT&T and  
9 Covad.

10          MR. ORTLIEB: Obviously these are sort of  
11 beyond the scope of Ms. Chapman's testimony.

12           We're willing to look into these because  
13 the way I understand it does deal with sort of  
14 the finer points of implementation of a UNE-P to  
15 a line splitting scenario.

16          MR. CHORZEMPA: Well, I think -- Mark, I would  
17 say that I don't think it's beyond the scope.

18           If you look at her attachments to her  
19 testimony, they include highly detailed  
20 ordering --

21          MR. ORTLIEB: I haven't objected to any  
22 questions --

1 (Whereupon, a discussion  
2 was had off the record.)

3 MR. ORTLIEB: Just a moment because I want to  
4 make sure I understand the question, this last  
5 one.

6 MS. CAROL CHAPMAN: Was the company code field  
7 you said on the GUI? I just want to make sure I  
8 repeat the question because that wasn't on the  
9 call, most recent call I was on.

10 BY MR. CHORZEMPA:

11 Q. Whatever pulldown codes are available on  
12 the GUI -- let me state the question broadly  
13 because I'm going from my OSS knowledge which is  
14 probably less than even yours.

15 A. Your understanding there might be an issue  
16 with an AT&T specific code that -- where Covad  
17 needed to be able to submit something.

18 Q. Right. So that the pull -- that the GUI  
19 allows you or would allow the data carrier to  
20 plug in the codes necessary to send this one LSR  
21 on behalf of a voice carrier.

22 Let me state it broadly like that.

1           A.   So basically does the GUI allow Covad to  
2           submit as AT&T and still have it come back to  
3           Covad?

4           Q.   Right.

5           MR. ORTLIEB:   Your question is whether that's  
6           a current capability?

7           MR. CHORZEMPA:   Yes, and if it's not, are  
8           there any plans to make it so.

9           JUDGE MORAN:   Let me ask something.

10                        If that isn't a current capability, is  
11           that something that you guys bring into change  
12           management process?

13           MS. CAROL CHAPMAN:   That would be what I  
14           would -- place I would think that would need to  
15           go to, yes.

16           JUDGE MORAN:   Okay.

17           MS. CAROL CHAPMAN:   These are just new issues  
18           that are starting to arise as we're starting to  
19           actually see the partnering arrangements between  
20           carriers.

21                        Before most of the line splitting  
22           interests we had seen had been single carrier.

1           We're starting to see some dual carrier  
2 arrangements which bring up some different  
3 issues.

4 BY MR. CHORZEMPA:

5       Q. If I submitted the one LSR that you talked  
6 about for Scenario A on a Project Pronto loop  
7 provisioned via UNE-P, is it going to reject?

8       A. Yes. The single LSR process is for -- to  
9 purchase a DSL-capable loop, not to purchase an  
10 end-to-end broadband UNE.

11           So it would specifically mirror the  
12 physical work that we would do like for a line  
13 sharing request.

14       Q. Okay. Let's assume that one order process  
15 works and the customer is converted to a line  
16 splitting arrangement.

17           If the customer then calls, let's say  
18 AT&T to cancel the DSL portion of its service,  
19 what does SBC do with the cross-connects going to  
20 and from AT&T's collocation cage?

21       A. Well, actually we wouldn't do anything.

22           What AT&T could do at that point is they

1       could either just leave it in place or if they  
2       choose to, they could connect the loop and the  
3       port directly within that collocation  
4       arrangement.

5                But they wouldn't have to submit any  
6       orders to us.

7       Q.   How would they alert SBC of their  
8       intention to have the loop reconfigured, so to  
9       speak, into a traditional UNE-P arrangement?

10       A.   They really wouldn't unless they wanted to  
11       send a change request to take the loop and make  
12       it just an ADB loop.  Really they wouldn't have  
13       to do anything as far as they wouldn't have to  
14       inform us at all in that scenario.

15       Q.   Let me clarify then.

16                What is SBC's policy when that happens?  
17       Do you as a general matter take down those  
18       cross-connects and reconfigure the loop, or do  
19       you leave them in place?

20       A.   As general -- as our general policy would  
21       be that really we -- we're not really involved  
22       there.

1           We -- we're already providing the  
2 physical elements to the CLEC, and if they choose  
3 to discontinue one or the other of the services,  
4 they can still continue to use the UNEs that  
5 we're providing.

6           And they can either leave them  
7 physically in place or if they choose just to  
8 take them off the splitter and just cross-connect  
9 them directly, they can do that as well.

10          Q.   So you're saying they would cross-connect  
11 directly within their own cage?

12          A.   That's right.

13          Q.   That's where I was missing you.

14                How about if I wanted to take down the  
15 cross-connects in total because there's multiple  
16 points of failure then that I want to get rid of  
17 as the voice carrier, just take them down in  
18 total and have SBC reconnect the traditional  
19 voice loop switch port arrangement?

20          A.   I think our policy is there that for the  
21 most part really you already have physical access  
22 to those UNEs so that you should be able to

1 handle that by yourselves without having us redo  
2 that.

3 Q. So you wouldn't allow us to request that?

4 A. As a general policy, yes. There might be  
5 exceptions.

6 Q. Do you know of any exceptions?

7 A. There haven't been because -- but for  
8 instance, if for some reason let's say AT&T was  
9 partnering with a CLEC who -- I don't know that  
10 this would really happen.

11 But if they suddenly went out of  
12 business unexpectedly and there wasn't even time  
13 to -- for you to do that, we might be on a  
14 project basis, we might be able to work through  
15 those to ensure that the voice customer wouldn't  
16 be disrupted.

17 Q. Here's the concern, I guess, just so you  
18 can understand, Ms. Examiner, why I'm asking  
19 these questions.

20 If AT&T partnered with Covad to  
21 establish a line splitting arrangement for the  
22 purpose of provisioning DSL and then the customer

1 canceled the DSL service, in that instance the  
2 cross-corrects are going through Covad's cage.

3 All of a sudden the customer is  
4 canceling DSL so Covad is really out of the  
5 picture but you still have a cross-connect  
6 running through their cage that affects or could  
7 be a point of failure for the voice service, so  
8 that when you have trouble on the voice part of  
9 the line, you'd have to involve Covad who has no  
10 relationship anymore to this service that's been  
11 provisioned in order to detect whether or not --  
12 where the trouble is occurring.

13 I mean, you need to get access to the  
14 cage potentially. You need Covad's consent to do  
15 so.

16 I just wanted to note that for the  
17 record so you understood why I'm asking these  
18 questions?

19 JUDGE MORAN: You know, let's take this  
20 further.

21 When a company goes out of business,  
22 they can't just close up and run away. Wouldn't

1       there be certain obligations?

2           MR. CHORZEMPA:  I'm not just saying when they  
3       go out of business.  I think this would be  
4       whether or not they're in business or not.

5           MS. HAMILL:  A customer just decides he  
6       doesn't want the data service any longer, even  
7       though Covad is still an up and running entity.

8           JUDGE MORAN:  But you have already had some  
9       relationship or business with them, right, in  
10      this scenario, so wouldn't that be part of your  
11      arrangements between each other that you would  
12      have some --

13          MR. CHORZEMPA:  The arrangement would no  
14      longer take place because the arrangement that we  
15      contracted to provide combined voice data --

16          JUDGE MORAN:  Wouldn't your contract --  
17      obviously if you're going to have some kind of  
18      arrangement you would have some writing between  
19      the two of you.

20                  Wouldn't that also involve these kinds  
21      of if situations.

22          MS. CAROL CHAPMAN:  And that's been our

1 position, that it should.

2 JUDGE MORAN: Yeah.

3 MR. CHORZEMPA: Let me ask you this  
4 question --

5 JUDGE MORAN: As I'm sitting here that's the  
6 first thing that comes to my mind.

7 BY MR. CHORZEMPA:

8 Q. Let me ask this question:

9 Again we established the fact that SBC  
10 partners with its affiliate, ASI, AADS, and in  
11 that case, ASI or AADS share the loop with  
12 Ameritech to provide DSL where the loop comes  
13 into ASI or AADS's cage, it's split by them, the  
14 voice portion goes back to SBC's switch and the  
15 data portion goes over AADSs or ASI's network.

16 Let's assume in that case that that  
17 customer cancels their DSL service.

18 In that case, SBC, in fact, takes down  
19 those cross-connects, don't they, and puts them  
20 back together.

21 A. Well, first, I wouldn't say that we  
22 partner with them.

1           But, yes, when we're the voice provider,  
2           then yes, we as the voice provider in the  
3           instance that the data is disconnected would run  
4           that cross-connect just like -- and that's really  
5           what we're asking voice providers in the line  
6           splitting situation to do the exact same thing,  
7           is to -- and they would have the choice.

8           Either leave it in place or run a  
9           cross-connect between the two elements.

10          Q.   But you don't run the cross-connect within  
11          ASI or AADS's cage.

12                 You take it entirely out of that and put  
13          it back over your own -- re-establish the voice  
14          service as it looked before the line splitting  
15          arrangement ever occurred?

16          A.   And to the extent that AT&T or the other  
17          voice CLEC has their own collocation arrangement,  
18          they would be able to do it within their own  
19          network.  To the extent they don't, then they  
20          would do that within their partner.

21          Q.   Let me get an answer to the question I  
22          asked which is you saying, hey, you guys could

1 take the cross-connect and make -- put it in your  
2 own cage.

3 Again, scenario is SBC voice with SBC  
4 data using SBC's data affiliate as the data  
5 carrier. Loops getting cross-connected into  
6 their cage.

7 Are you taking -- when the customer  
8 cancels the DSL service on that line, are there  
9 any facilities left that -- for that customer  
10 that run through that data affiliate's cage at  
11 all?

12 A. If they issue a disconnect for the HFPL,  
13 that data -- that CLEC, the CLEC who ordered that  
14 is no longer ordering anything from us, so, no,  
15 we would not be provisioning anything to them,  
16 whereas in the line splitting situation, if the  
17 data goes away, the CLEC who ordered that still  
18 is purchasing a loop and still is purchasing a  
19 port, so we'd still provide those to them.

20 It's a little bit different what was  
21 being ordered and what is being requested.

22 Q. And the answer is the same whether or not

1 you guys were line sharing with your data -- your  
2 own affiliated data affiliate or line sharing  
3 with a CLEC, correct?

4 You guys take those cross-connects down  
5 in total?

6 A. That's correct. We treat all the data  
7 CLECs the same.

8 Q. How about in the instance where a data  
9 CLEC might be using an ILEC-owned splitter. So  
10 it's line sharing with SBC voice using an  
11 ILEC-owned splitter --

12 JUDGE MORAN: Is that the --

13 BY MR. CHORZEMPA:

14 Q. -- DSL is canceled, my question is  
15 whether or not the cross-connects between the  
16 ILEC-owned splitter are all taken down once DSL  
17 is canceled as well?

18 A. Yes.

19 Q. Okay. I can move on to Scenario B. This  
20 is what I will call is -- I guess it's line  
21 sharing to line splitting. Do you agree with  
22 that?

1           A.   Yes.   This is with a CLEC-owned splitter.

2           Q.   Okay.

3           A.   At least in the end result.   Could start  
4 off with ILEC owned.

5           Q.   In this case, the customer has got SBC  
6 voice with CLEC DSL, and they want to change  
7 their voice carrier from SBC to AT&T, WorldCom,  
8 some other CLEC?

9           A.   That's correct.

10          Q.   Okay.   Now you agree, I think on Pages 6  
11 through 7, that there's no need for the physical  
12 configuration of facilities necessary to provide  
13 the service to the customer to be changed when  
14 going from line sharing to line splitting?

15          A.   As long as there's no change requested for  
16 the split -- where we're going to actually  
17 terminate the loop and port.

18                    If you're changing data providers or  
19 splitters for whatever reason, then there would  
20 be physical work.

21          Q.   If the data carriers stay the same, and  
22 the customer just wants to switch their voice

1 service from SBC to AT&T, there's no need to  
2 manipulate facilities?

3 A. Right. Like I said, as long as they  
4 choose to continue to use the same splitter,  
5 that's correct.

6 Q. In your documentation that you attach, I  
7 think it's on page -- starts on page -- I think  
8 it starts on Page 1 of Attachment CAC-1. Wait.  
9 Is that right?

10 I think it's scenario three identified  
11 there, migrate line sharing to line splitting  
12 arrangement?

13 A. Yes.

14 Q. That's -- this is documentation that  
15 identifies the process or the order scenarios the  
16 CLEC has to provide to migrate line sharing or  
17 line splitting, correct?

18 A. That's correct.

19 Q. It's a three-order process?

20 A. That's correct.

21 Q. The first order the CLEC has to submit a  
22 disconnect order on the HFPL?

1           A.   That's correct.

2           Q.   What CLEC needs to do that?

3           A.   You would have -- typically you would have  
4 one CLEC who would submit all three orders in  
5 order for to us be able to relate these orders so  
6 that we could handle them as a single order.

7           Q.   Now, if we submit these three orders, are  
8 we going to get charged three nonrecurring  
9 charges associated with these orders?

10          A.   If you're wanting get the specifics of  
11 that NRCs, I would have to check.

12          Q.   Do you know if there's any NRCs associated  
13 with this order?

14          A.   I'm sure there would be service order  
15 charges, and I'm not certain on the other ones.  
16 Like I said, I'd have to check what would apply  
17 for --

18          Q.   Okay. So the orders we have to submit is  
19 one, an LSR disconnecting the high frequency  
20 portion of the loop, correct?

21          A.   Right. The HFPL UNE because we'll be  
22 providing a stand-alone UNE --

1 Q. Okay.

2 A. -- loop.

3 Q. Even though there's no physical  
4 disconnection of any facilities, right?

5 A. Right. But we're no longer going to be  
6 providing an HFPL UNE as a separate UNE.

7 What we're going to be providing is  
8 instead a DSL capable loop so, right, but  
9 physically, no, we won't be doing any work if the  
10 splitter's not changing.

11 Q. Then one LSR to establish the xDSL loop to  
12 the collocation arrangement. Do you see that?

13 A. That's correct.

14 Q. And again the loop you're going to use  
15 here is already established to the collocation  
16 arrangement assuming the data carrier doesn't  
17 change?

18 A. That's correct.

19 Q. Okay. The third one is an LSR to assume  
20 the line sharing telephone number to the  
21 unbundled switch port; is that right?

22 A. That's correct.

1 Q. And, again, assuming the data carrier  
2 doesn't change, the line sharing telephone number  
3 is already established the unbundled switch port,  
4 right?

5 A. That's correct.

6 Q. Okay. Am I going to get charged a service  
7 order charge relating to assuming that all these  
8 physical activities associated with these orders  
9 are actually taking place?

10 A. Again, on the actual charges, I would need  
11 to check to see what the application of the  
12 established charges is.

13 MR. CHORZEMPA: I'd request that in writing?

14 MS. CAROL CHAPMAN: That's fine. We can  
15 provide that. That just wasn't one of the issues  
16 I was prepared for.

17

18 BY MR. CHORZEMPA:

19 Q. If I relate all these fields together like  
20 the documentation tells me CLECs may use the RPON  
21 field to relate the LSRs?

22 A. Yes.

1           Q. Can you assure me that 100 percent of the  
2 time no one is going to disconnect the voice or  
3 the data portion of this customer's service?

4           A. I can't guarantee that there will never,  
5 ever ever be a mistake made.

6           Q. Let me tell you what I have been told and  
7 you can tell me whether or not it's true.

8                   I have been told that if you relate  
9 these orders together that doesn't mean that some  
10 central office technician isn't going to get  
11 these three in the field.

12                   I have been told that he's going to get  
13 these three orders together. He's going to get a  
14 disconnect order on the loop, he's going to get  
15 an order to establish xDSL loop, he's going to  
16 get an order to assume -- to basically connect  
17 the collocation cage back to the port.

18                   And that if he's really smart and he  
19 sees they're all related, he's not going to do  
20 any of that work and he's going to realize he  
21 doesn't have to.

22                   But that there's nothing in SBC's system

1 from stopping the orders, the field orders from  
2 even going to the central office technician, even  
3 though he doesn't have to do any work when he  
4 gets them.

5 Is that true?

6 A. I'd have to double check.

7 I do know the orders themselves indicate  
8 that the -- indicate that the loop -- that the  
9 loop is supposed to be reused, that there's not  
10 supposed to be the physical work.

11 So as far as exactly what you mean by  
12 that, I don't know.

13 I mean, there are things on the order  
14 that do provide that information to the folks out  
15 in the field and in the central office to let  
16 them know, no, don't pull this.

17 Q. But you'd agree with me that these three  
18 orders will get in the hands of a central office  
19 technicians, the disconnect, the re-establish  
20 loop, re-establish port?

21 A. That I'm not certain that they do. I'd  
22 have to double check.



1 (Whereupon, there was a change  
2 of reporters.)

3 (A discussion was had off  
4 the record.)

5 MR. CHORZEMPA: Did you clarify -- did you get  
6 clarification on that question?

7 MR. ORTLIEB: Right, we've got it.

8 CROSS-EXAMINATION (Continued)

9 BY

10 MR. CHORZEMPA:

11 Q. Are there any plans of SBC to move to a  
12 one-order process for converting line sharing to  
13 line splitting?

14 A. Currently, that's not something that we  
15 have in progress right now. That wasn't -- when  
16 we initially started working collaboratively with  
17 the CLECs on line splitting orders, that wasn't  
18 one of their initial priorities that the CLECs  
19 brought up.

20 Recently, some -- there has been a  
21 couple of CLECs in the last few months who have  
22 indicated that they would be interested in that,

1 and we've asked if they could come to us with  
2 some specifics about how that would work.

3           It's something that we've been willing  
4 to talk about. It's just that we haven't had a  
5 real specific proposal about how that LSR would  
6 work and that sort of thing and what kind of  
7 prioritization that type of effort would need to  
8 take within, you know, changed management.

9           But it's something that we've been  
10 willing to look at, but we currently haven't  
11 started developing that process.

12         Q. Yeah.

13           It seems like what you're doing is kind  
14 of establishing a process, a three-order process,  
15 that really doesn't have anything to do with the  
16 work that needs to be involved to convert from  
17 line sharing to line splitting. You're kind of  
18 doing it in a way that allows your systems to  
19 make the record change, but doesn't really  
20 reflect the work that needs to be done to make --  
21 allow this migration to take place. And that's  
22 why I thought one LSR process that, I think,

1 reflects the fact that this is a pure record  
2 change seemed appropriate.

3 A. And, again, what we developed -- the  
4 processes that we have developed for line  
5 splitting were based on feedback from the CLEC  
6 community.

7 The CLECs who originally asked us to  
8 develop a line splitting process asked us to  
9 focus on UNE-P line splitting. They specifically  
10 said not to focus on line sharing to line  
11 splitting. I think at the time, none of them  
12 were partnering -- well, I know at the time none  
13 of them were partnering with anyone, and that  
14 wasn't part of their business plan. So we did  
15 not focus our efforts on that particular  
16 scenario.

17 We developed the process based on what  
18 the LSR supports and the actual UNEs involved.  
19 But it's not something that we're opposed to  
20 doing. It's just a matter of prioritizing that  
21 with other projects.

22 I don't know commercial -- what kind of

1 commercial volumes we're talking about. If we're  
2 talking onesies, twosies, the three LSR process  
3 may be the best way to go for the time being.

4 But if we have CLECs who are actually  
5 going to be expecting commercial volumes at this  
6 type of thing, then, yes, a single LSR process  
7 might be something that we want to develop.

8 Q. Your testimony indicates that you won't  
9 process the line sharing and line splitting  
10 migration without, quote, appropriate  
11 authorization, closed quote. It's at the top of  
12 page 6.

13 A. Yes.

14 Q. Would I be correct in stating that without  
15 proper authorization, as you define it, SBC will  
16 reject any UNE-P order -- well, let me back up  
17 and ask.

18 What's proper authorization, in your  
19 view?

20 A. The proper authorization, in a line  
21 sharing to line splitting type scenario, what's  
22 happening is typically -- I mean, now this could

1 differ -- but typically you have a data provider  
2 -- well, you always have a data provider -- who  
3 is currently providing line sharing over -- or is  
4 purchasing HFPL from us and providing data over  
5 that.

6           And typically the way this is going to  
7 work is that a different voice provider is going  
8 to -- wins the voice and wants to enter in a line  
9 splitting arrangement. Well, in order to do  
10 that, they have -- we're actually going to be  
11 provisioning that voice provider service over the  
12 data provider's network. And so the voice  
13 provider is going to need to provide us with what  
14 we consider authorization from the data provider  
15 to do that.

16           And we designed -- the order flows so  
17 that the way they do that is by providing us with  
18 CFA information that they would have obtained  
19 from that data provider.

20       Q. And the CFA -- just for the people that  
21 don't know this -- that refers to the collocation  
22 termination point for that carrier so that if

1 you're saying, Hey, if a voice carrier has the  
2 data carrier CFA information, they must be in a  
3 partnership because they wouldn't know it  
4 otherwise?

5 A. That's correct. And, also, I believe --  
6 just for the order -- that information, I think,  
7 also -- if the voice provider is the one  
8 purchasing this, I think they also have that CFA  
9 established for the BAN number, the billing  
10 account number, so that it will flow through.

11 Q. Okay.

12 Let me ask you this. Let me tell you.  
13 Bell South does it this way: They ask for an  
14 LOA, a letter of authorization, between the two  
15 carriers, the data and the voice CLEC, to  
16 basically say, Hey, we are line splitting  
17 partners and we want this data -- let's say it's  
18 AT&T and Covad since we've been using that --  
19 AT&T says, We've authorized Covad to send line  
20 splitting orders on behalf to convert existing  
21 UNE-P to line splitting. And Covad says in that  
22 LOA, If you come across a UNE-P order on a line

1 shared line, we authorize you to provision that  
2 order and provision line splitting over that line  
3 or convert line sharing and line splitting.

4 And once you have that order, wouldn't  
5 that be sufficient then -- what did I say? Okay.  
6 Well, once you have that order, when you get the  
7 AT&T UNE-P order and the line shared line with  
8 Covad -- so you have this LOA saying we're  
9 partners. You get a UNE-P order on a Covad line  
10 shared line. Wouldn't you just process it  
11 because that gives you proper authorization?

12 A. Again, that would assume that we have --  
13 our OSSs had the ability to handle that type of  
14 check, which I don't believe they do.

15 So -- I mean, that might have been one  
16 way we could have done that when we were  
17 originally developing this process. We weren't  
18 getting a lot -- we weren't getting feedback from  
19 the CLECs. So we developed a process based on  
20 how we thought was the best way to ensure the  
21 authorization.

22 And to the extent when we're developing

1 the single LSR process down the road, that's  
2 something we can definitely look at. I don't  
3 know our system's capability to support that kind  
4 of transaction. So I don't know if that's  
5 something that's -- we could do or not.

6 Q. Because it seems easier to me because what  
7 you're asking people to do is on an order by  
8 order basis identify this authorization, whereas  
9 I think a general letter of authorization, a  
10 generic blanket authorization, seems to me to be  
11 maybe an easier solution?

12 A. It could -- like I said, it could possibly  
13 be, depending on what the systems are. Of  
14 course, that would assume that when you had  
15 authorization, you always had authorization for  
16 that CLEC. And probably for most -- for our  
17 systems, that would probably mean you had that  
18 same authorization across five states, and that  
19 might not be the case. So I just don't know if  
20 that's a workable solution with our systems or  
21 not.

22 Q. Okay.

1                   So let's assume -- what you're asking  
2     the voice carrier to do, I think, is when they  
3     are marketing a potential customer, they're going  
4     to pull this CSR, the customer service record;  
5     right?

6           A.    Yes.

7           Q.    Am I going to be able to see on that CSR  
8     that there is line sharing on the line?

9           A.    Yes, you will.

10          Q.    Am I going to -- is there going to be a  
11     code for the company whereas the company that's  
12     line sharing is identified so that I can figure  
13     out whether or not it's a partner of mine?

14          A.    Yes.

15          Q.    So you're asking me on a CSR-by-CSR basis  
16     to identify that and then to go through the  
17     three-order process that you've identified?

18          A.    That's correct.

19          Q.    When you've gone through the three-order  
20     process, is there a notification to the data  
21     carrier that there's been a conversion from line  
22     sharing to line splitting?  The reason I ask that

1 is because -- because of the customer record  
2 issue, when going from line sharing to line  
3 splitting, the data carrier used to be the  
4 wholesale customer to the ILEC. All of sudden,  
5 they're not going to be. They're not going to be  
6 getting bills. They're going to have to probably  
7 raise trouble reports in a different manner  
8 because they're going to have to use the voice  
9 carrier's codes to raise troubles on the line.  
10 Their arrangement with the incumbent is changing.

11 A. That's correct.

12 Q. And although they might have a partnership  
13 with AT&T, I was wondering whether or not the  
14 incumbent, SBC, provides them notice that there's  
15 been a conversion from line sharing to line  
16 splitting?

17 A. I believe that they would receive some  
18 sort of notification that the HFPL had been  
19 disconnected, but I would think that we would  
20 anticipate that AT&T would notify -- if AT&T was  
21 their partner -- would notify them that they were  
22 actually changing it to a line splitting

1 arrangement so that they would know that  
2 basically they need to keep up their service.

3 Q. Okay.

4 But without proper authorization, SBC  
5 will reject any UNE-P order on a line shared line  
6 including when SBC is sharing that line with its  
7 own data affiliates?

8 A. That is --

9 Q. Or ISPs?

10 A. That's correct.

11 Q. And SBC's data affiliates, slash, ISP  
12 affiliates refuse to give authorization to enter  
13 into line splitting arrangements with competitive  
14 CLECs?

15 A. That's not correct. My understanding is  
16 that our affiliate is willing to negotiate  
17 potentially entering into line splitting  
18 arrangements. They have not, to my  
19 understanding, as of last week, received any  
20 formal proposals. They've actually entered into  
21 some discussions about potentially entering into  
22 voluntary line splitting arrangements.

1 Q. Do they have a standard offer that we  
2 could review?

3 A. No. They're looking for the CLEC --  
4 again, this is my understanding from what I've  
5 been told by them -- was that they were looking  
6 for the CLEC to submit a proposal to them that  
7 they could then look at and work from.

8 Q. How soon -- what's the time frame that  
9 this happened -- within the last month, two  
10 months, six months?

11 A. When I talked -- it was actually -- we had  
12 -- there was a workshop on that issue in Texas.  
13 So it was last Thursday. So as of last Thursday,  
14 that was their position.

15 Q. And that's the first time that they've  
16 offered to -- as far as you know, that's the  
17 first time they publicly said that they would  
18 take offers, at least, from competitive CLECs?

19 A. No, they've said that previously. I've  
20 been in meetings -- like, for instance, in the  
21 Michigan collaboratives, they said that they  
22 would look at any CLEC -- if any CLECs had a

1 proposal, they would be willing to negotiate.  
2 It's just a matter of whether they could come up  
3 with something that would meet both their  
4 business needs and the needs of their -- they  
5 have hundreds of ISPs, from what I understand,  
6 that might be impacted as well. So they'd need  
7 to work through all that.

8 Q. But at this time, whenever a voice CLEC  
9 seeks to win over a voice customer via UNE-P to a  
10 customer that gets SBC DSL, the order is going to  
11 be rejected?

12 A. Again, it's not based on the fact of who  
13 has the DSL. But, currently, that is what would  
14 happen because, to my knowledge, none of the  
15 voice carriers have worked out an arrangement  
16 with the affiliate. So until they do that, that  
17 would be rejected.

18 Q. Let me ask you a little different scenario  
19 just from a nondiscrimination standpoint. Then I  
20 can make sure that I'm not being discriminated  
21 against.

22 A. You're not.

1 Q. I'm always -- yeah. Without even knowing  
2 the question, you know the answer, I'm sure.

3 A. That's right.

4 Q. Say AT&T and Covad -- say AT&T and Covad  
5 entered into a line splitting arrangement. And  
6 the customer then says, Hey, I want to -- I want  
7 to go back to SBC voice, but keep the  
8 Covad-provided DSL. How would SBC process such a  
9 migration, if at all?

10 A. Actually, there wouldn't be a migration  
11 for that. The HFPL is only available on an  
12 existing retail service. So we could provision a  
13 new voice service, but it wouldn't be provisioned  
14 with the data intact. So we could provision a  
15 new voice, and then if Covad later wanted to --

16 Q. So you'd put a new line to the -- you  
17 wouldn't use -- you wouldn't put voice over the  
18 line that's being used by Covad to provide DSL;  
19 you would put a new line to the customer?

20 A. That's correct because the HFPL is only  
21 available where we have existing voice. We  
22 wouldn't provision new voice over a CLEC's DSL

1       capable loop.

2           Q.   Scenario C, the last scenario, I just have  
3       a couple of questions about.

4           A.   This is the Illinois scenario.

5           Q.   This is the Illinois-specific scenario.  
6       Generally, outside of Illinois, SBC would reject  
7       any order to convert line sharing to line  
8       splitting if it included the use of an ILEC or  
9       SBC-owned splitter; is that right?

10          A.   That is correct.

11          Q.   And it's true that SBC, throughout its  
12       service territory, does make available SBC-owned  
13       splitters for use by data CLECs?

14          A.   Yes, that's something we currently have  
15       available.

16          Q.   Okay.

17                   And so the scenario we have here is, SBC  
18       has provided a splitter to the data CLEC.   SBC is  
19       providing voice.   The data CLEC is providing data  
20       over the SBC-owned splitter.   And the customer  
21       wants to change their voice provider from SBC to  
22       a competitive CLEC.   Even assuming the data

1 carrier doesn't change, you guys wouldn't process  
2 the UNE-P order on that line and give proper  
3 authorization?

4 A. I think I lost -- I think I lost my train  
5 of thought.

6 Q. I think I lost my train of thought.

7 A. I'm not sure what the question was.

8 Q. Okay. You have ILEC voice line sharing  
9 with CLEC DSL.

10 A. In Illinois?

11 Q. In Illinois.

12 A. Okay.

13 Q. ILEC -- the CLEC DSL is providing an ILEC  
14 owned splitter, okay?

15 A. Okay.

16 Q. The customer wants to change their voice  
17 provider from SBC to a competitive CLEC. And you  
18 have proper authorization that the two -- that  
19 the two carriers, the data CLEC and the voice  
20 CLEC in this instance, want to conduct a line  
21 splitting arrangement. You get the proper  
22 three-order -- you get whatever orders are

1 necessary to convert from line sharing to line  
2 splitting. Generally, outside of Illinois, you  
3 guys are going to reject that?

4 A. Oh, yes. This is only available in  
5 Illinois.

6 Q. Okay.

7 But in Illinois, because of a Commission  
8 order, you're going to allow that migration to  
9 take place. And I notice that it was on a one  
10 LSR process?

11 A. Yes. That is a totally manual process.  
12 We have to -- basically, we have to trick our  
13 system to accept this. So since it's manual, we  
14 could do it on one LSR. At least we're not going  
15 to have to worry about any system issues here.

16 Q. And your documents indicate that only the  
17 voice CLEC -- once that migration is done that  
18 only the voice CLEC can open trouble reports on  
19 the line. Is that true also for Scenario B, when  
20 going from line sharing to line splitting, that  
21 only the voice carrier can --

22 A. Well, only the customer of record would

1 submit the trouble report. Now, whether or not,  
2 you know, as we talked about earlier, the voice  
3 carrier gave the data carrier the ability to  
4 submit trouble on their behalf, that's a  
5 different issue.

6 But to us, it's still going to be the  
7 customer of record because they're the one who is  
8 going to be billed, you know, if there is no  
9 trouble found and that sort of thing. They're  
10 ultimately responsible for -- well, for those  
11 UNEs that we're providing to them.

12 Q. I guess I'd ask a similar question I asked  
13 before that I think it's important that the data  
14 carrier have the ability to raise troubles  
15 because they're going to get a call from their  
16 customer that the data is down on the line  
17 splitting arrangement and they're going to want  
18 to raise troubles on the line because they're  
19 going to want to track the troubles because  
20 they're the data carrier. They're the one that  
21 understands how data is provisioned in words.

22 Assuming they could use the voice

1 carrier's codes to raise those troubles -- I  
2 guess I have the same question I had before in  
3 relation to the initial order. In relation to  
4 raising troubles, how does the data carrier raise  
5 troubles in a manner that allows them maybe to  
6 use the voice carrier's OSS codes, but ensure  
7 that the data carriers get responses back on that  
8 trouble to them? So if you have a No Trouble  
9 Found or whatever the response might be on a  
10 trouble -- or Trouble Cleared, I know that's  
11 another response you might get back. That's my  
12 question.

13 A. I'll check on that.

14 MR. ORTLIEB: Well, can you answer that  
15 question, though, just in terms of how that might  
16 happen today?

17 THE WITNESS: I guess I'm not --

18 MR. ORTLIEB: Well --

19 THE WITNESS: I mean, typically -- you know,  
20 for the most part, we would expect that the --  
21 that's part of what's going to be worked out in  
22 the arrangement between the voice and the data

1 carrier.

2 But to the extent that you're talking  
3 about what our OSSs will support, I can  
4 definitely double-check that to see how --

5 MR. CHORZEMPA: I basically want to ask you,  
6 how do we submit the order to make that happen?  
7 We'll arrange things in between ourselves to make  
8 sure we can comply with what your requirements  
9 are, but how do we --

10 MR. ORTLIEB: I think I've got it. In other  
11 words, Dave, what you're saying is that under the  
12 normal course of things, it might be that the  
13 data CLEC would submit a trouble report back  
14 through the voice CLEC with which it's partners.

15 MR. CHORZEMPA: Right.

16 MR. ORTLIEB: But you want to know if there is  
17 a different process whereby the data CLEC could  
18 submit such a trouble report back to SBC Illinois  
19 directly?

20 MR. CHORZEMPA: Right.

21 THE WITNESS: Basically, as AT&T, but somehow  
22 they would get the response.

1 MR. CHORZEMPA: Right.

2 THE WITNESS: And I can check to see if our  
3 system supports that where AT&T would not have to  
4 be involved. I don't know.

5 BY MR. CHORZEMPA:

6 Q. And you'd agree with me, Ms. Chapman, in a  
7 line sharing arrangement -- so when SBC is line  
8 sharing with their data affiliate or ISP  
9 affiliate -- the data affiliate can raise  
10 troubles on that line using its own OSS codes and  
11 get responses back itself?

12 A. Well, sure. Our customer can submit an  
13 order -- can submit a trouble ticket to us. So  
14 in this case, the data CLEC is not our customer.  
15 We would typically expect them to go to the  
16 person who is the customer, just like any user  
17 would go to a CLEC.

18 But like I said, we can see to the  
19 extent that the codes, you know, the system can  
20 be kind of tricked, I guess. We can look -- I  
21 can look and see. I know there's something we  
22 can work around, but I don't know on this

1 particular question.

2 MR. CHORZEMPA: Okay. Thank you.

3 JUDGE MORAN: Are there any other questions  
4 for Ms. Chapman?

5 MR. TOWNSLEY: Worldcom has no questions. I  
6 would ask, though, Mark, to the extent that  
7 you're providing written responses, could you  
8 please make sure that you provide written  
9 responses --

10 MR. ORTLIEB: Absolutely.

11 MR. HARVEY: Staff would concur in that  
12 request.

13 JUDGE MORAN: Okay. But Staff has no  
14 questions?

15 MR. HARVEY: No.

16 MR. HEALY: TDS has some questions.

17 JUDGE MORAN: Okay. And you are?

18 MR. HEALY: Peter Healy on behalf of TDS  
19 Metrocom.

20

21

22

1 CROSS-EXAMINATION

2 BY

3 MR. HEALY:

4 Q. A couple of questions were asked  
5 concerning provisioning loops over Project  
6 Pronto, and they were asked primarily, I think,  
7 in the UNE-P context. I want to follow up and  
8 see if I understand how those would work in a  
9 situation where a CLEC is ordering UNE loops  
10 only.

11 And I believe what you said is that if a  
12 CLEC ordered service to a particular customer,  
13 SBC would provision that service over NGDLC for  
14 the CLEC if that was what was available; is that  
15 correct?

16 A. If you're just ordering a loop, yes.

17 Q. Okay.

18 And if that's ordered just as a  
19 stand-alone loop, then the service would still be  
20 provided over the NGDLC?

21 A. Yes, assuming that the NGDLC could support  
22 the requested loop type, yes.

1 Q. Okay.

2 Then I guess that's where my question  
3 is. What loop types would not be supported over  
4 the NGDLC?

5 A. Just like, for instance, a stand-alone DSL  
6 capable loop would not because that physically  
7 has to be all copper. So that would not. But an  
8 ADB loop for voice, a DS1 level loop, or a DRI  
9 loop, those would all be able to be provisioned  
10 over the NGDLC. It supports all those loop  
11 types.

12 Q. So to the extent we are ordering those  
13 loop types, we should not be getting IDLC  
14 conversion non-recurring charges and special  
15 construction charges?

16 A. My understanding is that the interface  
17 would not require that, that's correct. I'd  
18 have -- if there's a specific instance, I'd have  
19 to look at it. But that's my understanding.

20 Q. And would that be specific to Illinois, or  
21 would that be region-wide?

22 A. That should be region-wide. The

1 architecture generally would support those. It's  
2 not one of the DLCs that has the integrated --  
3 that requires the integrated DLC.

4 Q. Okay.

5 You almost had me satisfied there. Now  
6 you've raised another question. So there is a  
7 particular type of NGDLC that will not support a  
8 voice grade loop?

9 A. No, I don't know that. I know that there  
10 are -- my understanding -- and I'm not a network  
11 person -- was that there are a few architectures  
12 out there that have the IDLC architecture. I  
13 don't know that any of the NGDLC architecture  
14 that we have deployed in the network would fall  
15 into that category. I'm aware that the Pronto  
16 architecture is not one of those.

17 Q. Well -- and that's the -- the question is,  
18 we're ordering loops currently in several of the  
19 states and we're getting DLC conversion charges,  
20 including we got -- I think the current world  
21 record is \$173,000 for a single loop. And I'm  
22 trying to figure out why that's happening if what

1 you said about provisioning loops over the NGDLC  
2 is true.

3 A. Well, again, the NGDLC is not the only  
4 form of DLC that we've got out in the network.  
5 And I'm not the network witness. I guess Bill  
6 Deer may have covered some of these issues in his  
7 -- I don't know if he had a compliance.

8 MR. ORTLIEB: No, he did not. And this is  
9 sort of outside of the scope. But to the extent  
10 we can --

11 THE WITNESS: Yeah. I mean, I do know there  
12 are some DLCs that are in the network that do  
13 have IDL -- that use IDLC -- sorry -- IDLC  
14 technology. I don't know to the extent -- that  
15 would be something, I think, Bill Deer would have  
16 covered had it come up in the filing. But it's  
17 just not my area as far as the percentage that we  
18 have that type of architecture in Illinois.

19 MR. HEALY: Okay. Thank you.

20 JUDGE MORAN: Okay. Any questions for  
21 Ms. Chapman on the affidavits? None. Thank you.  
22 I have nothing.

1                   The next witness is going to be who?

2           MS. SUNDERLAND:   Mr. Alexander.

3           JUDGE MORAN:    Okay.

4                               (A brief recess was taken.)

5           JUDGE MORAN:    Let's start up, Mr. Alexander,  
6   so we can break for lunch.

7           MS. HAMILL:    Mr. Alexander, have you been  
8   sworn?

9           THE WITNESS:    No, not today anyway.

10          MS. HAMILL:    Have you been sworn at?

11          MS. SUNDERLAND:  All the time.

12          JUDGE MORAN:   Strike that question.

13                               (Witness sworn.)

14                               SCOTT ALEXANDER,  
15   called as a witness herein, having been first  
16   duly sworn, was examined and testified as  
17   follows:

18                               CROSS-EXAMINATION

19                               BY

20                               MS. HAMILL:

21           Q.   Good morning, Mr. Alexander.  We meet  
22   again.  How are you?

1           A.    Fine.

2           Q.    Good.  I don't have a lot, but I want to  
3 go through some of your compliance affidavit  
4 briefly.

5                    Now, in your compliance affidavit that  
6 you submitted, you discuss the availability of  
7 SBC's UNE offerings to CLECs; correct?

8           A.    That's correct, generally.

9           Q.    Okay.

10                   As I understand your affidavit, a new --  
11 a CLEC negotiating a new interconnection  
12 agreement with SBC Illinois is able to  
13 incorporate the terms, provisions, and rates of  
14 all of SBC's tariff UNE offerings into that  
15 interconnection agreement; is that generally your  
16 testimony?

17           A.    Generally, that's consistent with my  
18 testimony, yes.

19           Q.    Okay.

20                   And if a CLEC requests SBC, during the  
21 course of negotiating an interconnection  
22 agreement, to incorporate the language of one of

1 SBC's -- one or more of SBC's tariffed offerings  
2 into that agreement, SBC automatically allows  
3 that to occur?

4 A. We're talking at the start of an -- we're  
5 talking about negotiating into an agreement?

6 Q. Yes, yes.

7 A. Well, I don't know -- I don't understand  
8 what you mean by "automatically." But I will  
9 clarify that the Company's policy would be that  
10 the tariffs that are effective currently would be  
11 available to the carrier to incorporate by  
12 reference into its interconnection agreement by  
13 reference -- by specific reference in that  
14 agreement that would contain language that, in  
15 fact, the carrier is going to take the terms of  
16 those tariffs. So I don't know if that means  
17 automatically or not; but hopefully, that  
18 clarifies the policy.

19 Q. But SBC will allow a CLEC negotiating an  
20 agreement to do precisely what you have  
21 described, incorporate -- put something in the  
22 agreement itself incorporating the terms and

1 conditions of a tariffed offering?

2 A. That's what I believe my testimony states.

3 Q. Okay.

4 Now, let's say I'm a CLEC and I'm  
5 negotiating a new interconnection agreement with  
6 SBC, and I want to -- there's a tariffed offering  
7 out there that I want. And I say to SBC, I want  
8 to literally lift the language of that offering  
9 and I want to mimic that language and put it in  
10 my interconnection agreement. Does SBC allow  
11 that to occur?

12 A. I don't think that is consistent with the  
13 general policy. In a case-by-case basis, would  
14 that occur hypothetically? I don't know. But  
15 the general policy, I think as outlined in my  
16 compliance affidavit, and that would be that the  
17 tariff should be referenced as the tariff is and  
18 so changes the tariff and so would change the  
19 agreement to the extent that the agreement  
20 referenced that tariff.

21 So the agreement would contain a  
22 reference, for example, that the carrier would be

1 getting, say, UNEs X, Y, and Z from Tariffs A, B,  
2 and C rather than importing all of the verbatim  
3 language from the tariffs into that agreement.  
4 So I believe that's what my testimony is stating.

5 Q. Okay.

6 Do you know what the reason is for the  
7 policy that a CLEC can incorporate the tariff by  
8 reference in its interconnection agreement, but  
9 can't just lift the language of the tariff and  
10 put that in the interconnection agreement itself;  
11 do you know what the reasons -- what are SBC's  
12 reasons for that policy? I mean, it is SBC's  
13 policy; right? I didn't misstate it.

14 A. Well, no, I don't think you misstated the  
15 general policy that's outlined in my affidavit.  
16 I don't know that I know a reason or the specific  
17 reason why -- or SBC's reason.

18 I believe it's appropriate given that  
19 the tariff generally represents -- particularly  
20 in the case of some of these Illinois tariffs are  
21 compliance tariffs. And so if those tariffs --  
22 the carrier has elected to opt in -- not opt in

1 -- but to incorporate by reference into their  
2 agreement those provisions, the tariff, as it  
3 would be changed according to the order of the  
4 Commission, the carrier -- the CLEC and both SBC  
5 Illinois would continue to operate under that  
6 tariff. So it would change the tariff by  
7 Commission order, let's say. There would be no  
8 need to amend the agreement because the agreement  
9 would, by reference, already incorporate and  
10 continue to incorporate the tariff as the tariff  
11 might be amended from time to time by the  
12 Commission, let's say, by an order.

13 Q. Okay.

14 JUDGE MORAN: Let me -- I'm sorry. I just  
15 want to interject something. Could it also be  
16 that the fact that the tariff is not -- being a  
17 tariff is not negotiated language; would that be  
18 another reason why you wouldn't just put it in?  
19 I'm thinking myself.

20 THE WITNESS: Possibly, possibly.

21 JUDGE MORAN: Because it is what it is.

22 THE WITNESS: We're talking about voluntarily

1 negotiation. In a number of instances, the  
2 Company's tariffs have been filed to comport  
3 exactly with a Commission order. The Commission  
4 order may have been appealed in other proceedings  
5 or Commission -- or the Company may be opposing  
6 --

7 JUDGE MORAN: Right.

8 THE WITNESS: -- in a legal proceeding some  
9 of -- or challenging that order or the  
10 appropriateness of an order, but in the meantime,  
11 has a tariff on file and must abide by that  
12 tariff.

13 JUDGE MORAN: Right.

14 THE WITNESS: So the tariff, in terms of  
15 incorporating the actual language into a  
16 negotiated agreement, wouldn't be appropriate  
17 because that necessarily wouldn't be a  
18 voluntarily negotiated term. But, again, the  
19 policy, I think it's pretty well-stated or  
20 clearly stated in the affidavit.

21 BY MS. HAMILL:

22 Q. The answer you gave to my last question

1 when I asked you about the reasons SBC has for  
2 this policy, you gave an answer and it wasn't  
3 clear to me whether that was your personal  
4 opinion or that you knew that these -- this was  
5 the reason for SBC's policy. I just want to  
6 clarify which of those it was.

7 A. Okay. Can I have my answer back?

8 Q. The answer where I asked you what the  
9 reasons were for the policy, and I wasn't quite  
10 sure if you were saying that you knew the reasons  
11 or you thought the policy made sense because the  
12 tariff conditions could change, et cetera, et  
13 cetera, et cetera.

14 My question is, is that an answer that  
15 you gave based on your personal opinion, or do  
16 you know for a fact that -- or do you know what  
17 the -- what SBC's reasons are for that policy?

18 A. I'd say the reason -- well, my answer was  
19 based on my experience in dealing with these  
20 issues, in general, over the past number of  
21 years.

22 Do I know of an official written policy

1 on that particular subject? That wasn't based on  
2 that. It was being based on my understanding of  
3 our policies, in general, on negotiations.

4 Q. Okay.

5 Now, I'm a CLEC negotiating an  
6 interconnection agreement with you. And I, based  
7 on SBC's policy, said, Fine, Mr. Alexander, I'll  
8 incorporate this particular tariffed offering by  
9 reference into my interconnection agreement.  
10 When I order that tariffed offering then -- well,  
11 when I order that offering from SBC, am I  
12 ordering that pursuant to my interconnection  
13 agreement then, or am I ordering it pursuant to a  
14 tariff then?

15 A. I'm not sure -- in the abstract, I'm not  
16 sure I understand the question completely. But  
17 the concept of referencing the tariff is to make  
18 the agreement comprehensive so there would be  
19 provisions that could come into play with the  
20 agreement.

21 But for the ordering of that particular  
22 service, all of the terms, conditions, of the

1 tariff would apply to that service. So the  
2 rates, terms, and conditions of the tariff would  
3 apply.

4 Q. Okay.

5 Well, let's take an example. Let's take  
6 operator services and directory assistance. SBC  
7 currently offers via tariff operator services and  
8 directory assistance as UNEs at TELRIC rates  
9 pursuant to the Commission's order in Docket  
10 98-0396; right?

11 A. I agree with that.

12 Q. Okay.

13 Now, if I'm -- if I'm a CLEC negotiating  
14 an interconnection agreement with SBC, I'll come  
15 to you and I'll say, Mr. Alexander -- or whoever  
16 my negotiator is -- I'd like to incorporate that  
17 tariff language into my tariff -- I mean into my  
18 interconnection agreement. I'm going to confuse  
19 all of us. And you'll say, Well, it's our policy  
20 that you don't lift the language, but it's our  
21 policy that you -- well, would your answer be  
22 rather than lift the language and put it in the

1 agreement, our policy is that we put something in  
2 your agreement saying AT&T shall be able to buy  
3 operator services and directory assistance  
4 pursuant to the terms and conditions stated in  
5 blah, blah, blah tariff?

6 A. So are you asking me generally would that  
7 be -- would operator services and directory  
8 assistance be permitted to be treated as other  
9 UNEs in terms of what my testimony is?

10 Q. Well, if a tariffed offering that I, as a  
11 CLEC, want to put in my agreement --

12 JUDGE MORAN: So wait, wait, wait, Cheryl.  
13 Are you saying, I want to put that tariff  
14 language in here, and they're saying you can put  
15 it by reference?

16 MS. HAMILL: Yes.

17 JUDGE MORAN: I think that -- so it really  
18 doesn't matter what the underlying element is.  
19 You're just --

20 MS. HAMILL: Right. He didn't, you know, seem  
21 to want an example. But if he doesn't want an  
22 example, I don't need one.

1 JUDGE MORAN: Okay.

2 BY MS. HAMILL:

3 Q. If I incorporate the OS and DA tariff as  
4 UNEs at TELRIC rates, if I incorporate that  
5 tariff by a reference in my interconnection  
6 agreement, okay -- which SBC would allow me to  
7 do?

8 A. I didn't qualify what UNEs -- my testimony  
9 -- my general understanding would be yes. My  
10 general understanding and also consistent with  
11 the recent Phase 1 order would be the Commission  
12 believes the Company must allow carriers to at  
13 least reference and incorporate those offerings.  
14 So the answer is yes, if I understand your  
15 question correctly.

16 Q. Okay. Then -- okay.

17 Let's say you let SBC and the CLEC agree  
18 that that's how we will handle OS and DA. The  
19 Commission approves my agreement. And the next  
20 day, I place an order for operator services and  
21 directory assistance. Am I, at that point,  
22 ordering those UNEs out of my interconnection

1 agreement, or does SBC view that as ordering  
2 those UNEs out of the tariff?

3 JUDGE MORAN: Or does it make a differences?  
4 That's, I guess --

5 MS. SUNDERLAND: Is it a different --

6 THE WITNESS: Possibly, it could be different.

7 BY MS. HAMILL:

8 Q. Well, my understanding is that there are  
9 different USOCs. So I'm wondering in that  
10 situation, I want to make clear that -- if I --  
11 if my interconnection agreement incorporates,  
12 although doesn't set forth verbatim, a tariff  
13 offering of SBC, when I order that then, I want  
14 to know what I'm getting myself into. Am I  
15 ordering it then out of the agreement, or am I  
16 ordering it out of a tariffed provision -- out of  
17 the tariff, or do I need to even make that  
18 clearer in my agreement?

19 A. I think -- looking at each circumstance or  
20 each possible tariff that would be incorporated,  
21 I think that's something that would be negotiated  
22 as to what language would go into that agreement

1 that would incorporate the tariffs. Possibly --

2 Q. You mean --

3 A. Possibly with -- to reference the tariffs.  
4 Possibly, you know, there would be negotiated  
5 language about ordering -- and I'm in the  
6 hypothetical environment here. Perhaps the  
7 tariff talks about ordering. Maybe the parties  
8 would say, okay, orders would be placed, such and  
9 such. Or there might be something that would  
10 need to be negotiated or if the parties wanted  
11 something different.

12 But, generally, we have done this in the  
13 past, and we have offered amendments, including  
14 in Illinois, following the -- in some of the  
15 tariff changes that we made in response to the  
16 state law requirements. We've offered contract  
17 amendments that would allow carriers to  
18 incorporate tariffs by reference into their  
19 agreements. So we've done this in practice.

20 Q. Do you need an amendment in that situation  
21 because there isn't already something in the  
22 agreement incorporating that tariff by reference?

1           A. In the cases where we've done that, that's  
2 primarily been the case. Or we've done shared  
3 transport amendments where that amendment would  
4 supersede and replace by reference to the tariff  
5 the prior shared transport provisions in that  
6 contract.

7           Q. Okay.

8                   If I have -- so is your answer to my  
9 question that you just don't know? If I have in  
10 my agreement that AT&T shall buy OS and DA --  
11 AT&T and SBC hereby incorporate the tariff  
12 provisions from the OS and DA tariff into this  
13 agreement. When I asked you the question whether  
14 I then, when I buy it, do you consider it a  
15 purchase from the interconnection agreement or  
16 from the tariff, is your answer that you just  
17 don't know or that you don't have enough  
18 information to answer that question?

19           A. Well, I think -- I think my answer is the  
20 carrier has an agreement for those specific  
21 offerings.

22           Q. Right.

1           A.    The provisions of the tariff govern the  
2           relationship of the parties for those products.

3           Q.    And I agree with you that whether, you  
4           know, whatever I get, I get.  I'm not going to  
5           get any more or less than the tariffed offering.  
6           I'm not quibbling about the terms.  I'm just  
7           wondering whether you view -- SBC views that as  
8           something I am purchasing out of my agreement or  
9           out of the tariff -- the offering being identical  
10          in both cases?

11          A.    Well, I think from a practical standpoint,  
12          you get down to where does these -- where do  
13          these differences, if there are any, where would  
14          they manifest from an operations standpoint or  
15          ordering or provision standpoint.

16          Q.    Correct.

17          A.    And one might be in USOCs or an area  
18          possibly.  And what other parts of the agreement  
19          might apply in an area that I'm not an expert on  
20          would be performance measures or how things would  
21          be measured, should they be measured in the  
22          tariff or the agreement.  I'm not testifying to

1 that in my testimony. But that would be  
2 something that the parties wanted to negotiate  
3 something into the agreement, they might be able  
4 to do that. That's purely hypothetical.

5 Q. What are you talking about? I have no  
6 clue where you just took me. I want to get back  
7 to my prior question.

8 Do you know as you sit here today -- you  
9 say on page 4 --

10 JUDGE MORAN: Wait, wait. Cheryl, Cheryl,  
11 what is your concern? Why do you need an answer  
12 to this question because maybe that will help --

13 MS. HAMILL: Because operationally, there are  
14 differences, and I'm in the process of trying to  
15 do exactly what he says.

16 JUDGE MORAN: Well, why don't we give  
17 different examples of what is the problem or if  
18 it's considered taken under the tariff and what  
19 is the difference in the situation if it's taken  
20 under an agreement.

21 MS. SUNDERLAND: Well, what I think might be  
22 clearer -- let me take a shot at this -- I mean,

1     why don't you ask him -- let's start with USOCs.  
2     I mean, that's sort of, you know,  
3     straightforward.  Whether he knows whether if you  
4     order, in your scenario, the OSDA product,  
5     whether in your -- you would use the tariff USOCs  
6     for it or whether you would use some other USOCs  
7     that was somehow unique to the interconnection  
8     agreement.

9           THE WITNESS:  If the agreement -- and it  
10    incorporates by reference the tariff -- the  
11    carrier would order using tariff USOCs because  
12    those are the USOCs that you'd want to order from  
13    and those would also govern the billing and the  
14    appearance of how those things would appear on a  
15    bill.  So the answer to that would be yes, you'd  
16    want to use a tariff USOCs if you incorporated by  
17    reference into the tariff.

18    BY MS. HAMILL:

19           Q.  Okay.

20                    Let me ask you this:  Assume I  
21    incorporate the relevant tariff provisions into  
22    my ICA, as you state on page 4.  And for some

1 reason, whatever reason, SBC withdraws that  
2 tariffed offering. Then it makes a differences  
3 if I'm buying out of the tariff or out of my  
4 agreement; doesn't it?

5 A. Well, if the offering was impacted in any  
6 way, whether withdrawn -- I don't know if that's  
7 an appropriate example -- but if the offering was  
8 altered in any way, then the terms and provisions  
9 and rates that were changed would be the ones  
10 that would govern the relationship of the parties  
11 for that particular product.

12 Q. Well, let me ask you this: Suppose in the  
13 case of OS and DA, SBC currently has a tariff in  
14 place offering OS and DA as UNEs at TELRIC rates.  
15 Suppose, for whatever reason, their requirement  
16 to tariff that offering goes away, but suppose  
17 SBC remains obligated to provide to CLECs OS and  
18 DA as UNEs at TELRIC rates. If I have a  
19 provision in my interconnection agreement  
20 incorporating the relevant provisions of that  
21 tariff, will I still be entitled under my  
22 interconnection agreement to purchase OS and DA

1 as UNEs even though the obligation exists, but  
2 the offering is no longer tariffed?

3 A. I would say the appropriate way to deal  
4 with that would be --

5 Q. I just want to know yes or no.

6 A. Well, we're talking --

7 JUDGE MORAN: Well, but you have to pinpoint  
8 him to a scenario.

9 THE WITNESS: Well, without a tariff, that  
10 would then no longer exist for some reason.

11 BY MS. HAMILL:

12 Q. Well, that's why my question is, an  
13 offering out of the agreement or the tariff  
14 because if I'm offering under the agreement,  
15 presumably I'm still entitled to it. If I'm  
16 offering under the tariff, there's an argument  
17 maybe that I'm not.

18 A. No. You would be ordering pursuant -- I  
19 feel like I'm repeating myself in that if you've  
20 elected to incorporate by reference the  
21 provisions of the tariff, if, for some reason,  
22 the tariff is changed or goes away, then that

1 tariff doesn't exist anymore or it's changed in  
2 such a way, now that's the new relationship for  
3 the parties --

4 Q. The new what?

5 A. The new relationship for the parties for  
6 that element. Now, what would be appropriate in  
7 that circumstance would be for the parties to  
8 negotiate an appendix to the agreement if, for  
9 some reason, the tariff went away, as you're  
10 taking a hypothetical. If a tariff would go away  
11 for some reason, then the parties should  
12 negotiate terms and conditions to replace those.

13 Q. Okay.

14 Now, let's go back to several questions  
15 ago where I asked you whether I could take the  
16 tariff language and lift it verbatim and put it  
17 in my agreement, and you said -- well, would SBC  
18 allow that even though that's against their  
19 policy -- or not their policy? Does SBC allow me  
20 to just take tariff provisions verbatim and  
21 insert them in my agreement for the OS and DA  
22 offering?

1           A.   I'm not familiar with that.

2           Q.   You don't know.

3                        Would you agree with me that assuming I  
4 could do that and lift the entire OS and DA  
5 tariff and put it in my agreement and then, for  
6 some reason -- well, the tariffing requirement  
7 for OS and DA goes away, but the obligation  
8 remains. Do you agree that under those  
9 circumstances, I wouldn't have to go through all  
10 the amendment -- the amendment process because I  
11 have those terms and conditions already in my  
12 agreement?

13          A.   It depends if the agreement also contained  
14 anything, if it hinged on the change of law  
15 provisions. I think we're oversimplifying the  
16 hypothetical here.

17          Q.   Well, let's assume that the only thing  
18 that has changed is SBC's requirement to tariff  
19 that UNE, those UNEs, but that they remain  
20 obligated to provide the UNEs at the same rates  
21 and at the same terms and conditions that were  
22 included in the tariff. The only thing that has

1     gone away was the tariffing requirement. Do you  
2     agree with me that if I was able to lift that  
3     language and put it in my agreement, if the  
4     tariff goes away then, I wouldn't have to worry  
5     about doing an amendment to my agreement to get  
6     OS and DA as UNEs?

7           A. Only -- I mean, I have to condition my  
8     answer to that based on the complexity of the  
9     agreement and the change -- other change in law  
10    provisions in that particular agreement.

11           But if there was no such thing as a  
12    change of law, intervening law provisions in an  
13    agreement, then the parties would have a binding  
14    agreement. But agreements are not like that.  
15    Agreements have other aspects in them like change  
16    of law provisions.

17           Q. And, normally, those change of law  
18    provisions go to substantive changes in the  
19    offerings themselves, right, rather than the  
20    requirement to tariff an offering or not?

21           A. I think -- I can't answer that. That's  
22    too general.

1 Q. Okay.

2 A. You're overgeneralizing it.

3 JUDGE MORAN: Ms. Hamill, when you're talking  
4 about this lift language.

5 MS. HAMILL: Yes.

6 JUDGE MORAN: Even if you lift, say, tariff  
7 language verbatim and put it into an agreement,  
8 wouldn't you still have to identify it as tariff  
9 language because this is not language that you  
10 have negotiated point by point?

11 MR. FOSCO: Your Honor, I mean, we're getting  
12 into argument. It seems that that's the nature  
13 of an agreement. If they lifted it in there, it  
14 is negotiated language once it's in the  
15 agreement. I think that's going to the heart of  
16 these questions, what's available.

17 MS. HAMILL: Yeah.

18 JUDGE MORAN: But what I'm saying is, you  
19 still would have to identify it as being pursuant  
20 to a tariff.

21 MR. FOSCO: I don't think so.

22 JUDGE MORAN: Because that's part of the

1 negotiation of trying to put it into the  
2 agreement.

3 MS. HAMILL: I don't think you'd have to  
4 either. If I say to SBC, I'm ABC CLEC, I just  
5 got certificated in Illinois, and the Commission  
6 has ordered you to provide operator services and  
7 directory assistance as UNEs and I want those  
8 terms and conditions in my agreement, I mean, I'm  
9 hearing that SBC will let me have them, but by  
10 incorporation.

11 I'm not quibbling with the fact that if  
12 I put all those provisions in my agreement and  
13 then, for some reason, the Commission issues an  
14 order modifying the tariff that then they  
15 couldn't come back and, you know, modify the  
16 contract also, but I still have that --

17 JUDGE MORAN: But that's what I'm saying. It  
18 would be the same whether the tariff is outside  
19 and incorporated by reference. See, that's what  
20 I guess I'm trying to get.

21 MS. HAMILL: It wouldn't be because when he --

22 JUDGE MORAN: I'm interested in this line of

1 questioning, but I'm not getting it.

2 MS. HAMILL: Because if I can have the tariff  
3 language in my agreement, okay -- well, these are  
4 the two scenarios. I'm trying to figure out  
5 which -- what requires what.

6 In one scenario, I just take, you know,  
7 all the terms and conditions of the rates and the  
8 tariff and put it in my agreement.

9 In the other scenario, I incorporate  
10 that tariff by reference in my agreement.  
11 Suppose SBC's obligations remain the same.  
12 They're required by the Commission to provide OS  
13 and DA as UNEs at TELRIC rates. But for some  
14 reason, they're no longer required to tariff that  
15 offering. I'm in a better position maybe -- and  
16 I'm trying to figure out from Mr. Alexander --

17 JUDGE MORAN: So you're assuming that there's  
18 some real hypothetical that the tariffing  
19 provision would just automatically go away.

20 MS. HAMILL: Well, the requirement to tariff,  
21 not the obligations included -- the body of the  
22 offering itself. That would remain, but the

1       tariffed -- tariffing requirement would go away.

2                   But in that situation, I have already  
3       got the offering itself in my agreement.  What  
4       he's saying, I think -- and maybe he's not --

5           JUDGE MORAN:  So you're saying it's risky for  
6       this CLEC to take from a tariff because the  
7       tariff obligation can go away?

8           MS. HAMILL:  Well, what Mr. Alexander is  
9       saying is, I think -- and maybe we need to follow  
10      up -- is if SBC remains obligated to provide OS  
11      and DA as UNEs -- if my agreement says  
12      incorporate the tariff provisions by reference,  
13      and then the tariff itself goes away, but under  
14      -- by this Commission, SBC is still required to  
15      provide OS and DA as UNEs, I think what Mr.  
16      Alexander is saying is I need to then negotiate  
17      an amendment to get those terms and conditions  
18      and rates into my agreement, whereas if I have it  
19      in my agreement in the first place, I view that  
20      as, you know, saving myself the time and energy  
21      to have to go and negotiate that agreement  
22      because it's already there.  And I'm just trying

1 to figure out logistically and procedurally what  
2 SBC's view is on incorporating the relevant  
3 tariff provisions into the ICA, as he refers on  
4 page 4, to actually taking the tariff provisions  
5 and sticking them in the agreement and bypassing  
6 the amendment process.

7 JUDGE MORAN: Okay.

8 MS. SUNDERLAND: I mean, I think -- you know,  
9 again, I can't do -- it's sort of asked and  
10 answered. But, fundamentally, I think Ms. Hamill  
11 is just arguing with Mr. Alexander about whether  
12 she'd be better off or not better off --

13 MS. HAMILL: No, I'm not arguing with -- I'm  
14 just trying to figure out -- that's why it's  
15 important to me when I ask the question, if I  
16 incorporate the relevant tariff provisions into  
17 my interconnection agreement, am I ordering out  
18 of the interconnection agreement, which means I  
19 already have that offering in there and don't  
20 need to amend, or if I incorporate the tariffed  
21 provisions by referencing it in my  
22 interconnection agreement, and the tariff goes

1 away, do I have to amend? I'm just trying to  
2 figure out --

3 JUDGE MORAN: I think what I'm seeing is like  
4 the worst case scenario.

5 MS. HAMILL: Well, not even worst case. I  
6 mean, we're in the process of negotiating now.  
7 And I'm just trying to figure out, when he says  
8 incorporate the relevant tariffed provisions into  
9 my interconnection agreement, what does that mean  
10 to me as somebody trying to be in and stay in and  
11 remain in business?

12 And I'm trying to figure out if I  
13 incorporate the relevant tariffed provisions  
14 versus lift the tariffed language and put it in,  
15 the differences --

16 THE WITNESS: I think there was no ambiguity  
17 in my affidavit at all on that issue.

18 MS. HAMILL: Well, I'm ambiguous about it, and  
19 I'm trying to clarify.

20 THE WITNESS: I apologize, but I don't want to  
21 repeat myself. I felt I've done that, and I  
22 would be repeating what's in my affidavit if I

1 answer that question. I'll be glad to read it,  
2 if you want me to.

3 BY MS. HAMILL:

4 Q. Okay.

5 Well, go to page 4 of your affidavit,  
6 paragraph 5. In other words, a CLEC can  
7 negotiate its own UNE provisions, et cetera, et  
8 cetera, or incorporate the relevant tariff  
9 provisions into an ICA. When you use the phrase  
10 "incorporate the relevant tariff provisions into  
11 an ICA," you don't mean then actually taking the  
12 relevant tariff provisions and putting those  
13 provisions themselves into the ICA; right?

14 A. Correct. And several other places in the  
15 affidavit, I talked about incorporate by  
16 reference.

17 Q. Okay. So you mean incorporate by  
18 reference?

19 A. Incorporate by reference.

20 Q. Okay.

21 So if I do what you suggest, incorporate  
22 by reference, and then I buy that offering, am I

1 buying it out of the interconnection agreement or  
2 am I buying it out of the tariff?

3 A. I think we're back, again, to the same  
4 question, which is in connection with purchasing.  
5 The agreement is the overall relationship  
6 between -- defines the overall relationship  
7 between the parties. For those particular  
8 offerings, OS and DA, if you want to use that as  
9 the example.

10 Q. I do.

11 A. The parties' relationship is governed by  
12 the tariff. That's why we've incorporated it by  
13 reference.

14 Q. Okay.

15 So if I incorporate the relevant tariff  
16 provisions of OS and DA by reference, as you use  
17 that phrase in your affidavit, and then the OS  
18 and DA tariff goes away, but the Commission's  
19 obligation in 98-0396 doesn't, is it your  
20 understanding that assuming that set of  
21 circumstances, I would then have to go to SBC and  
22 negotiate an OS and DA amendment to my agreement?

1           A. Well, we have -- yes. I mean, we have  
2 standard -- we have standard amendments. But if  
3 the rules in Illinois were such that different  
4 requirements were required in Illinois, we'd be  
5 negotiating those or either arbitrating them if  
6 we didn't reach an agreement on the replacement  
7 provisions.

8           Q. Do you know whether any Illinois CLEC has  
9 the right to purchase OS and DA as UNEs at TELRIC  
10 rates from a currently effective interconnection  
11 agreement today?

12          A. I don't know.

13          Q. Could I get that answer in writing?

14          A. We can come back with that.

15          Q. Thank you.

16                   Does SBC, when it makes its 271  
17 application in Illinois -- for Illinois -- intend  
18 to represent to the FCC that it offers OS and DA  
19 as UNEs at TELRIC rates?

20          A. I don't know.

21          Q. Okay.

22                   Let's turn to another example, the

1 end-to-end Broadband UNE offering. Would your  
2 answer be the same? If I came to you as a CLEC  
3 negotiating a new interconnection agreement in  
4 Illinois, and I said to SBC, I would like to  
5 incorporate -- actually lift the tariff  
6 provisions from the end-to-end Broadband UNE  
7 offering into my interconnection agreement, what  
8 would SBC's response be?

9 A. I don't know. The Broadband UNE offering  
10 is beyond -- generally beyond the scope of my  
11 affidavits and testimony throughout this  
12 proceeding.

13 Q. Well, I mean, you don't dispute that it's  
14 a UNE offering in Illinois; correct?

15 A. I know there's a Broadband UNE. Again,  
16 that's not been within the scope of what I've  
17 testified on here.

18 Q. So you don't know whether SBC would allow  
19 me, a CLEC negotiating a new ICA, interconnection  
20 agreement -- ICA, all caps, the way we use it --  
21 in Illinois, you don't know whether SBC would  
22 allow me to lift those tariff provisions and put

1       them in my agreement, I think is what you said?

2           A.   Consistent with what we've been saying all  
3       along, I think the answer would be no.  But if  
4       you'd like us to respond to that, since we're  
5       going to get a few things back in writing, we  
6       would be glad to respond to that.

7           Q.   Would SBC allow me to incorporate that  
8       tariff by reference into my interconnection  
9       agreement as you use the phrase on page 4 of your  
10      affidavit?

11          A.   Consistent with the general policy, I  
12      believe the answer would be yes.  But, again, I  
13      can't speak to the Broadband UNE.

14          Q.   At all?

15          A.   No.

16          Q.   Does any Illinois CLEC have the right to  
17      purchase the Broadband UNE at the  
18      Commission-approved rates from a currently  
19      effective interconnection agreement today?

20          A.   I don't know.

21          Q.   Can I get that answer in writing?

22          A.   Uh-huh.

1 Q. Non-recurring charges for new UNE platform  
2 combination, are you familiar with them at all?

3 A. Generally.

4 Q. Okay.

5 Would you agree that SBC's tariffed  
6 rates for non-recurring charges applicable on an  
7 interim basis to new UNE-P combinations are a  
8 dollar 2 charge and a 20 dollar and 21 cent line  
9 connection charge?

10 A. For certain types of --

11 Q. Basic loop --

12 A. For certain types of new combinations,  
13 voice grade UNE-P, that would be my  
14 understanding.

15 Q. Okay.

16 Are you -- do you know whether those  
17 rates are included in a currently effective  
18 interconnection agreement in Illinois?

19 A. I don't know.

20 Q. Could I get that answer in writing,  
21 please?

22 A. Yes.

1 Q. Thank you, Mr. Alexander.

2 If I'm a CLEC negotiating a new  
3 interconnection agreement in Illinois and I come  
4 to you and ask you for those rates to include  
5 those rates in my agreement for new UNE-P  
6 combinations, voice grade, loop, basic port, does  
7 SBC allow me to incorporate those rates into my  
8 agreement?

9 A. I believe so. In fact, to my  
10 understanding -- you're talking about the dollar  
11 2 and the 20, 21?

12 Q. Correct.

13 A. And we're talking about a new  
14 interconnection agreement?

15 Q. Correct.

16 A. My understanding would be yes to the  
17 extent there's interim -- that some of these  
18 rates have been determined or the rate  
19 application is being determined as interim, that  
20 would probably be noted. I'd also -- I guess my  
21 answer would be yes to that.

22 Q. Okay. Do you want to confer with

1 Mr. Wardin?

2 A. I do. Just a second here.

3 (A discussion was had off  
4 the record.)

5 BY MS. HAMILL:

6 Q. Mr. Alexander, what non-recurring charges  
7 does SBC Illinois intend to include, if you know,  
8 in its Section 271 application to the FCC for new  
9 UNE-P combinations?

10 A. I don't know.

11 Q. Who does know? Does --

12 A. Well, you're asking me when we make the  
13 filing, which we haven't made yet, then we'll  
14 know. But --

15 Q. But no decision has been made at this  
16 point?

17 A. We were required to show compliance in  
18 this proceeding with the Illinois Commerce  
19 Commission requirements. We're required in the  
20 FCC proceeding to show compliance with the FCC's  
21 TELRIC rules and with compliance with the  
22 Illinois Commerce Commission's requirements to

1 the extent we need to do that. And I'm not  
2 trying to be evasive, but you're asking me about  
3 a future event and I can't predict the future.

4 Our intent would be to comply with the  
5 orders of this Commission as far as pricing is  
6 concerned.

7 Q. Are you entertaining the possibility --  
8 well, strike that.

9 So you don't know at this point what  
10 non-recurring charges you're going to go with at  
11 the FCC for new UNE-P combinations?

12 A. I think I answered that.

13 Q. So you don't know?

14 A. The answer was I don't know.

15 Q. Is it your understanding that the FCC --  
16 that the pricing standards that the FCC will be  
17 requiring you to meet when you submit your  
18 Section 271 application are different than the  
19 pricing standards that SBC must comply with in  
20 Illinois?

21 A. I don't understand the question.

22 Q. Well, you're familiar with the TELRIC

1 methodology at the FCC; right?

2 A. Generally, yes.

3 Q. Is it your understanding that the  
4 methodology that this Commission uses to  
5 establish UNE rates is substantially different  
6 from the FCC's TELRIC methodology?

7 A. I don't think that it is. I don't know  
8 that it is. The Commission here has made some  
9 rulings and required some pricing, some of it on  
10 an interim basis. And to the extent that that is  
11 the effective rates, that's the rates that we  
12 will be governed by in our tariffs. And to a  
13 large degree, many of our tariffs in Illinois  
14 permit carriers to purchase these UNE-Ps out of  
15 the effective tariff, whether or not they have  
16 that in their agreement, in some instances. So  
17 the rates are what they are at the time -- at  
18 that time.

19 Q. Okay. So maybe I'm understanding you  
20 better now. At the time FCC -- FCC.

21 At the time SBC submits its Section 271  
22 application to the FCC, is it your understanding

1 that SBC will present to the FCC the currently  
2 effective NRCs for new UNE-P combinations at that  
3 time?

4 A. That would be consistent with my  
5 understanding. If we were making a  
6 representation today, my understanding would be  
7 that it would be based on the rates that were  
8 required by this Commission to apply.

9 Q. And you're aware of the pending docket,  
10 Docket 02-0864; are you not -- or are you?

11 A. I'm aware of it generally. I didn't know  
12 that was the docket number, and I don't follow  
13 that docket.

14 Q. Okay.

15 Are you aware that in that docket --  
16 well, in the tariff that led to that docket, SBC  
17 is proposing to increase the NRCs that are  
18 applicable to new UNE-P combinations?

19 A. I know that there's changes or proposed  
20 changes in that proceeding. I don't know the  
21 status of those.

22 Q. Okay.

1                   And assuming that the -- assuming SBC  
2 Illinois makes its 271 application to the FCC  
3 prior to the completion of that docket, is it  
4 your understanding that SBC will not be proposing  
5 the UNE rates -- the NRCs for new UNE-P  
6 combinations in that docket to the FCC?

7           A. I'm a little confused by the question  
8 because -- I may have answered it. But if you're  
9 asking me -- and I'll answer it this way, I  
10 guess, the best way I can.

11          Q. Okay.

12          A. If the proceeding -- if the filing were to  
13 be made tomorrow, my understanding of the rates  
14 for new UNE-P, as in SBC Illinois' effective  
15 tariff, those are the rates that we would base  
16 our showing of compliance on.

17          Q. And not the -- not the increases that  
18 you're proposing in 02-0864?

19          A. Not that I'm aware of. But if the filing  
20 was today, I've answered the question. I think I  
21 answered it twice. I hope I did.

22          Q. Okay.

1           Let's move on. SBC's tariffed rate for  
2 the high frequency portion of a copper loop is  
3 zero; correct? Do you know that?

4           A. That gets into HFPL and line sharing,  
5 again, which is -- maybe Ms. Chapman was the  
6 appropriate witness for that. I am aware that  
7 the ICC or maybe even in SBC's tariff, there's a  
8 zero rate for that, I believe, in Illinois.

9           Q. Okay. And is that the rate that SBC  
10 intends to present to the FCC?

11          A. I don't know.

12          Q. Is that the rate that SBC offers to  
13 CLEC -- well, if I'm a CLEC and I'm negotiating a  
14 new interconnection agreement with you in  
15 Illinois and I asked for that rate, will you give  
16 it to me for HFPL?

17          A. I believe that would be a matter of  
18 incorporating by reference that tariff into the  
19 carrier's agreement. But HFPL or line sharing is  
20 an area that's generally not been covered in my  
21 testimony at all in this proceeding.

22          Q. But HFPL is a UNE; right?

1 A. It's tariffed in Illinois as such.

2 Q. So -- and my only question to you is, if  
3 I'm a CLEC and I'm negotiating a new  
4 interconnection agreement in Illinois and I want  
5 the HFPL UNE and I ask for the zero rate, will  
6 SBC give it to me?

7 A. On HF -- I don't know.

8 Q. Do you know whether that rate is contained  
9 in a currently effective interconnection  
10 agreement in Illinois?

11 A. The rate of zero?

12 Q. Uh-huh.

13 A. I don't know.

14 Q. Can I get an answer to that question,  
15 please?

16 MS. SUNDERLAND: I think you already asked  
17 that.

18 MS. HAMILL: For zero?

19 MS. SUNDERLAND: Well, you said the Broadband  
20 UNE.

21 MS. HAMILL: Oh, I'm talking about HFPL,  
22 regular copper --

1 MS. SUNDERLAND: I'm sorry.

2 MS. HAMILL: I was going to ask you about your  
3 tariff -- well, maybe since Mr. Wardin is here  
4 and is so willing to help, he could help out. I  
5 was going to ask you about the subloop rates in  
6 your tariff. But, Mr. Wardin, I know that you  
7 are making some revisions in your affidavit about  
8 subloop rates. Are those -- is SBC going to  
9 change its tariffed subloop rates to comply with  
10 the  
11 rates -- or to comport with the rates that you  
12 include in Column N to Attachment 2 of your  
13 affidavit?

14 MR. WARDIN: To the extent then that there's  
15 an order and to the extent in Phase 2 that the  
16 Commission orders us to do that, then we would do  
17 that.

18 MS. HAMILL: And you're volunteering to do  
19 that is the way I read your affidavit.

20 MR. WARDIN: Right, right.

21 MS. HAMILL: Okay.

22 Recip. comp. -- I literally only have

1     like two areas and then I'm done, recip. comp.  
2     and transiting.  It's going to be short.

3           JUDGE MORAN:  Was there any affidavits on  
4     recip. comp.?

5           MS. SUNDERLAND:  No.

6           MS. HAMILL:  No.  I'm talking about just the  
7     tariffed rates, the tariffed offerings.  I'm not  
8     talking about -- believe me, I'm not going into  
9     the substance of recip. comp. because that would  
10    be malpractice.

11          MS. SUNDERLAND:  It would also be a risk to  
12    your health.

13    BY MS. HAMILL:

14          Q.  Mr. Alexander, are you familiar with SBC's  
15    tariff for -- tariff rates for reciprocal  
16    compensation?

17          A.  I haven't looked at that tariff for a  
18    while.  Let me --

19          Q.  Let me just show it to you.  This is the  
20    only page I'll be showing to you, and then I'll  
21    be done.

22          MS. SUNDERLAND:  And I would note that this is

1 outside the scope of his affidavit. Recip. comp.  
2 is not a UNE.

3 MS. HAMILL: Well -- but he's talking about,  
4 you know, Commission-approved rates and what you  
5 can get and what you can't get. So --

6 JUDGE MORAN: No, I don't think he is.

7 MS. SUNDERLAND: No. The order required us to  
8 talk about the availability of UNEs, and it was  
9 limited to UNEs.

10 JUDGE MORAN: And, actually, the order  
11 language was different than what is in this  
12 affidavit.

13 MS. HAMILL: Right. And it hasn't been  
14 revised. And I might add that --

15 MS. SUNDERLAND: But it was not revised to be  
16 broader than UNEs.

17 MS. HAMILL: But my understanding is that  
18 Mr. -- well --

19 JUDGE MORAN: And maybe there's a certain way  
20 for people, you know, if they've got other  
21 questions, other than -- you know, we're going to  
22 have a confused -- you're going to have a

1 confused record as to what --

2 MS. HAMILL: Well, clearly --

3 JUDGE MORAN: -- falls under these affidavits  
4 and what the Commission intended to be shown and  
5 all these other things. And I'm not saying that  
6 they're not business questions and they're not --  
7 they shouldn't be addressed at meetings such as  
8 this, but we're going to have some confusion --

9 MS. HAMILL: Well, I mean, Mr. Alexander talks  
10 about the availability of tariffed offerings and  
11 things like that and, you know, what's available  
12 and, more importantly, how you get it. I'm just  
13 -- I mean, if he doesn't know, he doesn't know,  
14 and we can move on. But --

15 MS. SUNDERLAND: Well, I don't think it's a  
16 question of whether he knows or not. I mean,  
17 we're just straying beyond what we were ordered  
18 to do.

19 MS. HAMILL: I don't think that if I'm  
20 asking --

21 MR. FOSCO: Your Honor, just so my  
22 understanding is clear, none of us has filed our

1 testimony in Phase 2 yet, and I thought we're  
2 entitled to raise any issue that we deem  
3 relevant. And so I don't know that we're limited  
4 just to what they've filed. And if that's the  
5 understanding, then I think that should be clear.

6 JUDGE MORAN: Well, no, no, no.

7 MR. FOSCO: I mean, because this is our only  
8 chance to conduct anything near cross in this  
9 proceeding, and I think --

10 JUDGE MORAN: I understand that, but there are  
11 things that are going so beyond that I just don't  
12 know where it's going to take us, okay?

13 MS. HAMILL: I just have a few questions on  
14 recip. comp. Maybe I could ask them; and then if  
15 you think we're getting too far afield, we can  
16 determine that.

17 JUDGE MORAN: The way I see it is, they have  
18 filed certain compliance affidavits; right? We  
19 need to know what are the shortcomings of those  
20 affidavits.

21 MR. FOSCO: But, your Honor, if you recall,  
22 one of my objections to this schedule is that we

1 were putting the hearings in front of the  
2 testimony. That was my objection. And everyone  
3 felt -- your Honor felt and Ameritech felt that  
4 that wasn't a problem.

5           And now we're being forced to ask our  
6 questions here now before we file our testimony.  
7 We haven't had a chance to put our positions out  
8 there. And, I mean, I don't know what AT&T is  
9 going to do, but I presume they're going to raise  
10 this issue. And this is their only chance to ask  
11 about that. We have certain issues like that,  
12 too. This is our only chance to ask about an  
13 issue that we might want to bring up in our  
14 testimony that may go beyond the scope of their  
15 initial affidavits.

16           They will have a chance in their  
17 rebuttal affidavits to address it, but we won't  
18 have another chance to ask them questions. So I  
19 think we have to have a little bit of leeway here  
20 in this hearing to ask questions. I mean, we  
21 don't sound like we're going very far afield of  
22 Mr. Alexander's testimony.

1           MR. TOWNSLEY: I would agree with that. And I  
2 would also point out that SBC had represented  
3 when we were discussing these processes and  
4 procedures that these kind of workshop-type  
5 hearings were also supposed to kind of take the  
6 place of discovery. And if we're going to be  
7 able to glean information that we deem necessary  
8 for us to be able to put on our case and our  
9 comments and our affidavits, we need some leeway  
10 to be able to do that.

11                   And I don't think Mrs. Hamill is going  
12 beyond gathering kind of information that she may  
13 need to be able to put her comments together and  
14 put her affidavits together.

15                   I mean, if we're thinking outside the  
16 box here and we're supposed to be gathering  
17 information that's going to be useful for the  
18 Commission to be able to make a determination in  
19 Phase 2 of this proceeding, I think we need  
20 adequate leeway to be able to do that.

21           MS. SUNDERLAND: Well, wait, wait, wait. I  
22 mean, there are two different universes of things

1 that we're doing here in Phase 2. One is the OSS  
2 and the performance plan --

3 JUDGE MORAN: Well, you know what, I just  
4 don't want to hear anymore argument. Let Cheryl  
5 finish, but at least identify that this is not in  
6 relationship to the affidavits.

7 MS. HAMILL: Well, I will identify --

8 JUDGE MORAN: Or -- because, otherwise, I'm  
9 sitting here -- to me, this is --

10 MS. HAMILL: I agree that recip. comp. is not  
11 a UNE. However, Mr. Alexander is the guy to tell  
12 you if you're a CLEC what your options are in  
13 terms of getting, you know, what's out there. I  
14 mean, SBC has to meet all of their requirements  
15 to the FCC, and Mr. Alexander has been the person  
16 saying, you know, some of these things are in  
17 tariffs and some of these things are in  
18 interconnection agreements. And I'm just trying  
19 to figure out --

20 JUDGE MORAN: Right. And the Commission has  
21 asked him to do certain things.

22 MS. HAMILL: Right, right.

1 JUDGE MORAN: And we want to know how well he  
2 has done those things.

3 MS. HAMILL: Exactly.

4 JUDGE MORAN: That's what we want to know.

5 MS. HAMILL: Exactly. But I will agree that  
6 recip. comp. is not a UNE.

7 JUDGE MORAN: Or what else he needs to tell  
8 you.

9 MS. HAMILL: That's what I'm going to ask him.

10 BY MS. HAMILL:

11 Q. Mr. Alexander, I have shown you a page  
12 from SBC's currently effective tariff, at least  
13 as far as we could tell. Part 23, Section 2, and  
14 I have shown you Third Revised Sheet No. 3  
15 effective January 19, 2002. And you see the four  
16 rates for reciprocal compensation. There is an  
17 end office local termination of .003746 per MOU,  
18 tandem switching .001072 per MOU, tandem  
19 transport .000201 per MOU, and tandem transport  
20 facility mileage .000013 per MOU per mile. Are  
21 these the Commission-approved rates for  
22 reciprocal compensation, if you know?

1           A.  It's my understanding that these rates  
2 have been approved by the Commission.

3           Q.  Okay.

4                    Are these the rates -- well, are these  
5 the rates that FCC -- that SBC intends to take to  
6 the FCC -- oh, my God.  Let me start over.

7                    Are these the rates that SBC -- too many  
8 C's -- intends to take to the FCC to demonstrate  
9 that it meets the pricing requirements of Section  
10 252 of the act for transport and termination of  
11 traffic?

12           A.  Consistent with questions similar to this  
13 one that -- my answer to similar questions  
14 earlier, I don't know.

15           Q.  Okay.

16                    If these rates are still the currently  
17 effective rates on the date that SBC submits its  
18 application to the FCC, are these the rates that  
19 it will take to the FCC?

20           A.  I believe these rates have been found  
21 by -- I believe that these rates would satisfy  
22 the obligation to show that we have implemented

1 TELRIC rates. There may be other ways to do  
2 that. But that -- I would answer the question as  
3 saying these rates, I believe, would be  
4 satisfactory for that purpose.

5 Q. Okay.

6 And if these are currently effective on  
7 the day that you make your application, are these  
8 the rates that you will submit to the FCC to  
9 comply with the Federal Act Pricing Standards?  
10 That was more my question.

11 A. I assume so, but I don't know. I don't  
12 know.

13 Q. Do you know whether these rates are  
14 contained in a currently effective  
15 interconnection agreement?

16 A. I suspect that one could find agreements  
17 that would have these rates in them.

18 Q. Okay. Can you provide that answer in  
19 writing?

20 A. Okay.

21 Q. And then one last question on recip. comp.  
22 If I'm a CLEC negotiating a new interconnection

1 agreement in Illinois and I come to SBC and I  
2 say, I would like to use those rates for  
3 reciprocal compensation and put them in my  
4 interconnection agreement, what will SBC's  
5 response be, if you know?

6 A. I think the appropriate means of doing  
7 that would be consistent with the policy outlined  
8 in my affidavit, which was the incorporation by  
9 reference of this tariff into that agreement.

10 Q. So that incorporation by reference  
11 language on page 4 of your affidavit would apply  
12 to reciprocal compensation as well as UNEs?

13 A. Well, my affidavit wasn't written to  
14 address reciprocal compensation. It was  
15 addressed to -- it was written to address UNEs.

16 And -- however, I'm aware that the  
17 Commission's Phase 1 order suggests strongly that  
18 the Company would probably need to permit a  
19 carrier to do that as well. That's my  
20 understanding. I'm not an attorney, but that's  
21 my understanding of the Commission's order here  
22 that they suggest strongly that we would need to

1 do something like that to allow that -- including  
2 for recip. comp. I need to clarify, though, that  
3 my affidavit did not address reciprocal  
4 compensation.

5 Q. I understand.

6 And if I come back to you as a CLEC and  
7 I say I would prefer not to incorporate those  
8 rates by reference for recip. comp., but I want  
9 to include them in my agreement in the rate  
10 schedule, what would SBC's response be?

11 A. This is -- again, this is getting a little  
12 hypothetical, but I think the response would be  
13 consistent with my prior responses, which would  
14 be to -- appropriate to reference the tariff into  
15 the agreement, not just pull a rate out of an  
16 agreement.

17 Q. So is the answer that you won't let me do  
18 it? I'm trying to get to the gist of -- the  
19 effect of what you're saying.

20 A. I guess if I'm being asked to decide  
21 whether that would be done or not in an instance,  
22 the answer would be I don't know if we would do

1 that or not.

2 Q. Okay. So -- well, maybe the question is,  
3 do you -- have you talked to your -- strike that.

4 In preparing your affidavit, have you  
5 talked to any of the people that are negotiating  
6 interconnection agreements in Illinois on behalf  
7 of SBC?

8 A. I didn't discuss reciprocal compensation  
9 negotiations in preparation of this affidavit at  
10 all.

11 Q. Did you discuss UNE offerings with them?

12 A. I didn't speak with the contract  
13 negotiation teams.

14 Q. So when I ask you what SBC's response  
15 would be if I'm a CLEC and I want to either  
16 incorporate those rates into my agreement or I  
17 want to actually put them in the pricing  
18 schedule, your answer is you don't know what your  
19 negotiating folks would say because you haven't  
20 talked to them?

21 A. No, I didn't say that.

22 Q. Okay. What is your answer?

1           A. My affidavit was prepared based on my  
2 understanding of our policies. I didn't discuss  
3 with particular negotiating teams that are in  
4 current negotiations, say, with AT&T or anybody  
5 else to say, Well, what are you telling these  
6 guys in this case because my understanding of the  
7 general policies is what I filed in the  
8 affidavit.

9           Q. Okay.

10                   So your affidavit is based on your  
11 understanding of SBC's general policies, not  
12 necessarily how they're applied at the CLEC to  
13 ILEC negotiating level?

14           A. Well, I think they're the same policies  
15 that the negotiators bring to the table. And I  
16 think there's always room to negotiate. Both  
17 parties can negotiate other avenues or other  
18 solutions in the course of the give and take of  
19 negotiations.

20                   But I would represent that these are the  
21 general policies that SBC Illinois negotiators  
22 should be bringing to the table in terms of

1 tariffs and interconnection agreements.

2 Q. Okay. Last couple questions on  
3 transiting.

4 MS. SUNDERLAND: Transiting?

5 MS. HAMILL: I'm sorry?

6 MS. SUNDERLAND: I was just saying transiting.  
7 There was not a compliance requirement relative  
8 to transiting, nor did he talk about transiting.

9 MS. HAMILL: But it's part of their compliance  
10 with the Commission's orders and how CLECs get  
11 what they want in negotiations and -- well, not  
12 in arbitrations -- negotiations.

13 JUDGE MORAN: What are you talking about?

14 MS. HAMILL: Transiting, the rate elements.  
15 If I'm an --

16 JUDGE MORAN: Oh, you mean on this --

17 MS. HAMILL: Yes. I'm not talking about --

18 JUDGE MORAN: I thought you were talking  
19 about --

20 MS. HAMILL: No, I'm sorry. Right here on  
21 this same page. I apologize.

22 MS. SUNDERLAND: I'm sorry.

1 JUDGE MORAN: Yes.

2 MS. HAMILL: I'm not completing my thought  
3 process.

4 JUDGE MORAN: Okay.

5 BY MS. HAMILL:

6 Q. Right below recip. comp. on the same page,  
7 tariff page, Part 23, Section 2, Third Revised  
8 Sheet No. 3, you see several rates for  
9 transiting?

10 A. I see them.

11 Q. Tandem switching .004836 per MOU, tandem  
12 transport .000189 per MOU, and tandem transport  
13 facility -- oh, my gosh -- .509 per MOU. Are  
14 these Commission-approved rates for transiting,  
15 if you know? I mean, obviously, the tandem  
16 transport facility is because you have a footnote  
17 to an order in 98-0396.

18 A. On transiting, I don't know. I assume  
19 that they are, but I don't know.

20 Q. Okay.

21 Assuming that these are the effective  
22 rates on the date that SBC makes its application

1 to the FCC, are these the rates that SBC intends  
2 to present to the FCC to meet the Federal Act  
3 Pricing Standards?

4 A. I don't know.

5 Q. Okay.

6 Are these -- if I'm negotiating a new  
7 interconnection agreement in Illinois and I want  
8 these rates for transiting in my agreement, is  
9 your answer the same that I can incorporate them  
10 --

11 A. I can't hear, Karl, if you're talking to  
12 me.

13 Q. Oh, sorry. If you want to consult, go  
14 ahead. Do you need to?

15 A. Yes.

16 (A discussion was had off  
17 the record.)

18 BY MS. HAMILL:

19 Q. If I'm a CLEC and I'm negotiating a new  
20 interconnection --

21 A. Could you go again, please? I'm sorry.

22 Q. I'm sorry.

1           If I'm a CLEC negotiating a new  
2     interconnection agreement in Illinois and I come  
3     to SBC and I want to put these rates for  
4     transiting in my pricing schedule, is your answer  
5     the same as it's been for all the other offerings  
6     we've talked about, that you can incorporate them  
7     by reference, but I can't put them into my  
8     agreement?

9           A.   Generally, my answer would be the same is  
10    that this is an effective tariff.  And my  
11    understanding of this Commission's requirements  
12    is that we have an effective tariff.  We would be  
13    required to allow a carrier to incorporate by  
14    reference the tariff.  So if you incorporated  
15    this tariff, this is in this tariff, so you get  
16    everything in that tariff.  A long way to yes, I  
17    suppose.  The transiting is in this tariff.  If  
18    you incorporated the tariff by reference, it's in  
19    there.  So by virtue of that fact --

20           Q.  And if the tariff -- if the obligation  
21    remains, but the tariff goes away, I would have  
22    to then embark upon an amendment process with SBC

1 to amend my interconnection agreement to provide  
2 for transiting rates, same as we talked about  
3 with OS and DA?

4 A. That's correct. If the tariff goes away,  
5 the tariff no longer exists, so you're  
6 referencing to something that doesn't exist. You  
7 need to negotiate a provision.

8 Q. And if I had those rates in my agreement,  
9 I wouldn't need to go through that amendment  
10 process; is that your understanding?

11 A. Well, you wouldn't have the rates in the  
12 agreement in the absence of having provisions --

13 Q. Right.

14 A. -- as well.

15 Q. There would be provisions to go along with  
16 this, right.

17 A. And if you're taking the transiting out of  
18 this tariff by a reference, the rate would be in  
19 the tariff. So I'm not quite sure I understand  
20 your question.

21 Q. Let's say I'm taking all of SBC's -- I  
22 take SBC's tariff, terms, conditions, and rates

1 for transiting and I plop them in my  
2 interconnection agreement. And then the tariff  
3 goes away. I don't need to amend my  
4 interconnection agreement because they're already  
5 there; right?

6 A. You have -- I would answer that -- my  
7 answer to that would be consistent with my prior  
8 answers -- instead of repeating that -- is that  
9 assuming that happened and assuming that there  
10 were no other change in law provisions, which is  
11 purely hypothetical and probably completely  
12 unrealistic, that if you have those things in  
13 there, there were no other change in law  
14 provisions, and if that tariff went away, there  
15 were probably change in law provisions or a  
16 change of other provisions in that agreement  
17 where that would no longer be a valid offering.  
18 So this is hypothetical.

19 Q. I'm sorry. I should have told you the  
20 only thing that has changed is the requirement to  
21 tariff that offering. The offering itself stays  
22 the same.

1           A.   But the tariff no longer exists.

2           Q.   Right.  And that's my point.

3                     If SBC is still required to provide  
4 transiting at those rates, the only thing that's  
5 changed is they don't have to tariff it anymore.  
6 If I already have those terms, provisions, and  
7 rates in my agreement, I won't need to go through  
8 the amendment process; is that your  
9 understanding?

10          A.   An agreement would be binding if it  
11 contained provisions -- if it continued to  
12 contain provisions in the absence of anything  
13 else.  I'm not aware of an agreement that looks  
14 like that.  And if we're talking about  
15 transiting, transiting is not a requirement of  
16 the FCC for 271 is my understanding.  We provide  
17 it as a service.  We provide it through this  
18 tariff.  We provide it through negotiated  
19 agreements.  But I don't know that it's a 271  
20 requirement.

21          Q.   Whether it is or not, what's the answer to  
22 my question in terms of a CLEC trying to make

1     sure I have what I need in my interconnection  
2     agreement to do business? I wouldn't have to  
3     amend if it's already there?

4           A. My answer would be to negotiate the  
5     provisions or incorporate by reference this  
6     tariff into your agreement.

7           Q. Okay. Let me try this one more time  
8     because I want to go to lunch, too?

9           JUDGE MORAN: No, we're not.

10          BY MS. HAMILL:

11          Q. I have taken the terms, conditions, and  
12     rates for transiting, and they are -- and despite  
13     SBC's policy, I have been successful in putting  
14     -- getting those in my agreement -- everything  
15     that you ever wanted to know about transiting and  
16     then some.

17                    If the tariff went away -- and they're  
18     the same terms, conditions, and rates that are  
19     tariffed, but they're in my agreement now. If  
20     the tariff goes away, I don't need to negotiate  
21     an amendment with SBC because I've already got  
22     everything I need for transiting in my agreement;

1 right?

2 A. In theory, assuming we agreed voluntarily  
3 to put those in there or they were required in  
4 there by arbitration and all of the things I said  
5 before.

6 Q. Okay.

7 Did I ask you whether any of these  
8 transiting rates are in a currently effective  
9 interconnection agreement in Illinois today?

10 A. I don't think you asked that one.

11 Q. Can I get -- do you know the answer, or  
12 would you provide it?

13 A. We'll provide that.

14 MS. HAMILL: Thank you. I think that's the  
15 end of my questioning. Thank you for your  
16 indulgence, your Honor.

17 JUDGE MORAN: Staff.

18 MR. FOSCO: Your Honor, Dr. Zolnierrek is going  
19 to ask most of our questions.

20 JUDGE MORAN: Sure.

21 DR. ZOLNIERREK: Actually, I have a couple of  
22 follow-ups to Cheryl's questions, if you don't

1 mind.

2 CROSS-EXAMINATION

3 BY

4 DR. ZOLNIEREK:

5 Q. If a carrier requests an agreement -- say  
6 I'm going to use the CLEC and I want to look at  
7 existing agreements and say I want to look at  
8 AT&T's agreement, does the Company provide that  
9 agreement to them if they request it?

10 A. As a matter of process?

11 Q. Right.

12 If I come in and I'm talking to the  
13 negotiators and say, Hey, I'd like to see AT&T's  
14 agreement, I might want to opt into that, will  
15 you provide that agreement?

16 A. I know the agreements are -- an existing  
17 effective agreement?

18 Q. An existing effective agreement.

19 A. I'm not certain. I would think that it's  
20 up to the carrier to obtain that agreement, which  
21 is a matter of public record. But as a matter of  
22 convenience, does a negotiator ever provide an

1 agreement to someone as a matter of convenience?  
2 I suspect that that's happened. I don't know  
3 that there's a general policy for or against it.

4 Q. Okay. I guess --

5 JUDGE MORAN: So -- can I interrupt here just  
6 to help my understanding of this. All these  
7 agreements are publicly available? There is no  
8 confidentiality in agreements?

9 THE WITNESS: Well, if he is speaking of an  
10 approved and effective agreement, the Commission  
11 has approved that, that agreement is available  
12 because other carriers can opt into certain  
13 portions of that under 252-I.

14 JUDGE MORAN: Right. But they're not, in any  
15 way, redacted.

16 THE WITNESS: Not that -- not that I'm aware  
17 of.

18 JUDGE MORAN: Okay. I really don't know this.

19 BY DR. ZOLNIEREK:

20 Q. In a certain sense, that's where I was  
21 going. If there's a tariff reference in effect,  
22 if you supplied that -- if I was a new CLEC that

1     obtained AT&T's agreement, I wouldn't actually  
2     know the terms and conditions unless I went  
3     another step and went and found all the tariffs  
4     that were referenced; is that correct?

5           A.    So if you encountered an agreement that  
6     said, See Tariff 20 -- or 19, Section 1, 2, and  
7     3, you would need to go look at those, yes.

8                    Now, one item of convenience, I would  
9     just note that earlier in this proceeding, I  
10    think Staff had pointed out, Why don't you -- SBC  
11    put on your web site a little clicking, you know,  
12    reference on your Internet site to get you to the  
13    tariffs. So we did do that on the same page  
14    where we offer access to agreements. You can --

15           Q.    I was there today, so I can verify that  
16    that's correct.

17           A.    Hopefully, that's convenient.

18           Q.    Do you know when that went up? Has that  
19    been up --

20           A.    That's been up. That's been up for six  
21    months, maybe longer.

22           MS. SUNDERLAND: Longer.

1 THE WITNESS: A year -- not quite a year maybe  
2 from the time --

3 THE WITNESS: It was prior to your  
4 surrebuttal, whenever that would have been.

5 DR. ZOLNIEREK: Actually, if possible, can you  
6 give me the date that that went up?

7 MS. SUNDERLAND: Sure.

8 THE WITNESS: I can ask the web administrator.  
9 They may not know, but I'll ask them.

10 BY DR. ZOLNIEREK:

11 Q. Regarding the difference that Cheryl was  
12 getting at between whether you're buying out of  
13 the tariff if it's referenced in an agreement or  
14 the interconnection agreement, would that make  
15 any difference? If you have a tariff referenced  
16 in your interconnection agreement, would that  
17 make any difference as far as opting for other  
18 carriers? So if, say, AT&T has a reference to  
19 the EEL's tariff in their interconnection  
20 agreement, but not the terms and conditions, just  
21 reference to the tariff, and I come in and say, I  
22 would like the AT&T agreement, can I get that or

1 will you say no because the tariff part is not  
2 part of the agreement -- they're buying out of  
3 the tariff, but not buying out of the  
4 interconnection agreement? That's the possible  
5 distinction I see.

6 A. Assuming the carrier wants to opt into  
7 that agreement and the legitimately related terms  
8 and conditions -- actually, those provisions and  
9 their legitimately related terms and conditions,  
10 and if the reference in there was to a tariff,  
11 that would go along, too. So they would get that  
12 into their agreement.

13 In fact, I'm aware -- maybe not in  
14 Illinois -- but in other instances where that's  
15 occurred. If you go to an agreement that was  
16 252-I, you will see those references to a tariff  
17 remaining in that agreement.

18 Q. Just changing course a little bit.  
19 Actually, I had some specific questions I  
20 supplied. I don't know if you got the chance to  
21 see them. They were in response to your data  
22 request. I think you received that after close

1 of business on Friday, and we supplied some  
2 questions to you this morning. Have you had a  
3 chance to --

4 A. I've looked at them.

5 Q. Before that, again, I have some more  
6 follow-up from what Cheryl said.

7 I guess when you say that you don't know  
8 what you're going to submit to the FCC, I'm a  
9 little puzzled. So when this Commission makes  
10 the recommendation to the FCC, if you submit  
11 rates that are not the same as the rates we're  
12 reviewing here, the recommendation to the FCC may  
13 not match the data you're presenting to the FCC;  
14 is that a possibility?

15 A. I think that's a remote possibility, but I  
16 was not in a position to say sitting here today  
17 what our showing is at a point in the future that  
18 we haven't gotten to yet. I don't know if that  
19 point in the future is very near or some point in  
20 the future. I can't tell you what rates would be  
21 in there.

22 My understanding is that we will be

1 using the rates that we have discussed at length  
2 in the proceeding. And the rates -- to the  
3 extent we make any changes or adjustments, those  
4 would be the rates that we use as the outcome of  
5 this proceeding.

6 Q. Well, I guess my question to you would be,  
7 if you do make -- if you do submit something  
8 different to the FCC than you have submitted to  
9 this Commission to look at, will you alert the  
10 Commission to that effect so they have a chance  
11 to address the changes?

12 A. I would imagine that's reasonable. You  
13 may want to address that -- I don't know if  
14 Mr. Wardin is coming up later in the afternoon or  
15 not, but Karl may want to address that.

16 Q. Thank you.

17 I guess that's all I have as far as  
18 follow-up. Now to the questions that we asked  
19 you, if you've had a chance to look at them that  
20 we sent via E-mail. These are just  
21 clarifications regarding a data response -- a  
22 couple data responses, I suppose. Staff sent

1 Data Request JZ10, and there was a response  
2 JZ10B. And these regard ability to take the  
3 tariff provisions.

4 JZ10A simply said, Can a carrier  
5 incorporate tariff -- tariff terms -- rates,  
6 terms, and conditions into their interconnection  
7 agreements, and I think the answer was yes, and  
8 then there was some follow-up to that answer. I  
9 just want to make sure we're absolutely on the  
10 same page. The answer was yes, they may request  
11 it. I'm assuming with the yes, you mean yes,  
12 they may request it and they will receive it?

13 A. We're looking at what was provided -- oh,  
14 in 10A first?

15 Q. Yeah, 10A. Yeah, this is not actually one  
16 that I sent on the E-mail, but from our  
17 discussions today, I just thought I better  
18 clarify to make sure we're on the same page.

19 A. Yes. I believe "yes" means yes in this  
20 context. We're --

21 Q. That's what I thought, too, but the  
22 follow-up was yes, they can ask for it. Yes,

1 they can ask for anything. The question was,  
2 will they get it?

3 A. Okay. Again, I think they'll get it to  
4 the extent that it's consistent with what we've  
5 been discussing so far, that they incorporated  
6 those tariffs by reference.

7 Q. Okay.

8 And then the actual question as sent in  
9 the E-mail was -- I asked the same question of a  
10 carrier with an existing agreement. Suppose I  
11 have an existing effective agreement and I come  
12 into you and say, Hey, you know, you have a  
13 tariff on file and I would like to amend the  
14 agreement to include the rates, terms, and  
15 conditions in that tariff to replace what we, you  
16 know, what's existing for those -- for that  
17 particular UNE?

18 A. Perhaps a better response to Item 10B  
19 would have been, Yes, see the above, replace the  
20 word --

21 Q. That's fine. I just wanted to make  
22 sure -- I just wanted to make sure that there was

1 no misinterpretation of that response on Staff's  
2 part.

3           And I would assume that's the same thing  
4 for question -- Question 11A, 11B, it was the  
5 same issue where 11A went to opting. It just  
6 said if there's a rate, term, and condition in  
7 the existing agreement, can I bring that into my  
8 agreement through the opting process. And  
9 Question A dealt with if I'm getting a new  
10 agreement. So if I'm a new CLEC to Illinois and  
11 I see AT&T's got an agreement and I like the EEL  
12 terms they've got. I ask them -- you know, I ask  
13 the Company, Can I put those EEL terms into my  
14 rates, terms, and conditions into my agreement,  
15 and I believe the answer was yes.

16           A. Okay. Am I answering -- do you want me to  
17 try and clarify our answer to 11B first?

18           Q. Sure.

19           A. The answer there, to clarify, should be  
20 yes, and then replace the word "new" with  
21 "existing" basically. That would be a little  
22 more thorough response.

1           A general comment on our answers to  
2 JZ11, in general, is we're really talking about  
3 standard 252-I compliant opt-ins. Under 252-I of  
4 the Act, a carrier can exercise those rights at  
5 the outset, the beginning of the process, or they  
6 can do that once they have an existing agreement  
7 as well.

8           Q. And I guess my confusion was a little bit  
9 from reading your testimony. If you go to your  
10 affidavit, in paragraph 6, you've got a couple of  
11 sentences that actually created a little bit of a  
12 question in my mind. For example, saying, you  
13 know, for CLECs to have the ability at whim to  
14 pick and choose between UNE provisions and its  
15 ICA and UNE tariff provisions. To me, it  
16 appeared that that was not appropriate where I  
17 think this would actually be a little bit of  
18 that.

19          A. Well, I think what I meant by that "at  
20 whim" phrase there would be once you have an  
21 effective agreement for a particular item, that  
22 agreement is what you should be using. And you

1 shouldn't or it would not be appropriate to then  
2 say, Okay, on Thursday, I'm going to start using  
3 the tariff, and on Friday, I'm going back to the  
4 agreement for that particular item.

5           If the carrier wants to come into the  
6 tariff, then we need to negotiate an amendment to  
7 replace those UNE provisions and supersede them  
8 with the provisions in the tariff by  
9 incorporating by reference.

10           So that whim really had to do -- you've  
11 got an agreement for Item X that you have an  
12 agreement for that. You really shouldn't be  
13 ordering -- or expected to order out of the  
14 tariff for Item X after you've executed that  
15 agreement.

16           Q. But you could amend your agreement to  
17 allow you to do so?

18           A. Yes.

19           Q. And, actually, you could amend your  
20 agreement multiple times? I mean, is there a  
21 limit on frequency? You didn't caveat your  
22 response.

1           A.  No, but I think it gets tiresome for both  
2 parties.  It's time-consuming.

3           Q.  Well, I guess I've got the clarification.

4                    And I guess I had a question about the  
5 Company's policy in terms of number of times you  
6 said you can reference the tariff and, you know,  
7 any related rates, terms, and conditions in that  
8 tariff.  Is there a distinction the Company  
9 makes?  I mean, if I went in and said, you know,  
10 there's eight EEL combinations.  Suppose I have  
11 six of them in my existing agreement, and I want  
12 the two that are not.  Can I take those two that  
13 I don't have, or do I have to buy into the whole  
14 EEL section?

15           A.  I think in that hypothetical instance,  
16 it's -- it might make more sense to amend the  
17 agreement to include those additional EEL types  
18 into the agreement.

19                    If the carrier wanted that entire  
20 tariff, they could do as we said earlier to  
21 replace those provisions with tariff references.  
22 But I would note that this truly is -- your

1 specific case here is an unlikely hypothetical  
2 given that we have a contract appendix to the  
3 generic that has the same list of UNE-Ps and EELs  
4 as does the tariff. So I think at least in the  
5 EEL's example, it's unlikely -- I would be  
6 hard-pressed to find an agreement that would have  
7 those six EELs.

8 Q. Well, I think -- my understanding is  
9 after, you know, very recently, you added a  
10 couple UNE-P scenarios to your list of UNE-Ps  
11 that you will provide following the passage of  
12 the new PUA, Section 801 PUA. So I think that's  
13 actually a real possibility that carriers might  
14 have a list of UNE-P configurations, and then the  
15 Company has recently added a couple where they  
16 might want to come in and say, Hey, I want the  
17 two that I don't have, I want the four that I  
18 don't have.

19 A. Hypothetically, that could be the case.  
20 But I'll tell you now that that hasn't been  
21 because with the compliance tariffs filed by SBC  
22 Illinois that contain a provision that permits

1 carriers to order directly from that tariff, and  
2 my understanding is most, if not all, carriers  
3 that are getting active with UNE-Ps and EELs are  
4 purchasing from that tariff.

5 Q. Well, it's my understanding that there  
6 were some -- not necessarily with respect to  
7 UNE-P -- maybe some collocation terms and  
8 conditions that didn't have that possibility  
9 where you could just simply buy out of the  
10 tariff, that you wouldn't actually need to amend  
11 your agreement to -- everything that you  
12 instituted as a result of 13801 isn't necessarily  
13 something that you can just go and buy out of the  
14 tariff if you have an interconnection agreement;  
15 that was my understanding?

16 A. Yeah, I didn't mean to imply that it was.  
17 Those particular tariffs -- I think there's at  
18 least three tariffs that contain similar  
19 language. And I discuss it in my testimony that  
20 they contain a clause that permits ordering  
21 directly from the tariff. Collocation would not  
22 be one of those.

1           Q.   And just -- I think probably the last  
2           question -- is there sort of a standard policy as  
3           far as -- I mean, you say related to rates,  
4           terms, and conditions.  Is there a rule of thumb  
5           how that operates in terms of both tariffs and  
6           interconnection agreements?  So, for example, you  
7           know, do I have to take Part 20, Section -- you  
8           have, for example, Tariff 20, Part 19, Section  
9           15, as UNE-P non-recurring charges and how you  
10          order those and so on.  Would you say that a  
11          carrier, if they wanted to opt in, would have to  
12          take that entire section, or would they have to  
13          take more than that section?  Just as a rule of  
14          thumb -- it seems to me it's difficult when you  
15          start  
16          parsing --

17          A.  I would agree.  Given that these kinds of  
18          discussions, parsing of tariffs and things, are  
19          fairly new, we've considered this a little bit.  
20          But, in general, it seems to make sense to look  
21          at no less than a -- what I would call a tariff.  
22          By a tariff, I mean a section.  For instance, if

1 you wanted UNE-P, you may want to take both new  
2 and existing UNE-Ps, not just new or not just  
3 existing out of the tariff, for instance.

4 But at a minimum, probably what you were  
5 calling here a section, a tariff section, you  
6 wouldn't want to slice and dice that any finer  
7 generally.

8 Q. So when you're referring to, you know,  
9 opting into a tariff, that's sort of your  
10 smallest unit --

11 A. I would generally agree.

12 Q. Is that a company policy or just your  
13 perspective?

14 A. It's consistent with the company policy.  
15 The company policy is you need to take -- if  
16 you're going to take the provisions of the  
17 tariff, you should take the provisions of the  
18 tariff.

19 Now, if you're going to start to get  
20 more finite than what's within the bounds of that  
21 section, then I don't think we can support that  
22 at all.

1           Q. And as a rule of thumb, in terms of opting  
2 into an existing interconnection agreement, would  
3 you say the same thing as far as appendices?

4           A. Generally consistent with that. Now,  
5 generally, an appendix, on into itself, would  
6 represent a set of legitimately related terms and  
7 conditions. But the appendix might be related to  
8 some other things. But, generally, the idea of  
9 having multiple appendices is to allow carriers  
10 to say, Okay, I'll take UNEs, but I won't take  
11 resale, or I'll take resale, I won't take  
12 collocation.

13                   So generally speaking, we would not  
14 slice and dice finer than that. But I think  
15 still, on a case-by-case basis, if a carrier  
16 doesn't want that piece of that appendix, that  
17 can be negotiated.

18           Q. So if you go anything below an appendix or  
19 tariff section, as you've described it, then  
20 adoption opting wouldn't be, quote, automatic?

21           A. Well, when we talk about automatic, we're  
22 talking about opt-ins -- Section 252-I permits or

1 requires, I should say, that the opting-in  
2 carrier can take the legitimately related  
3 provisions that it wants to opt into.

4 If we're talking about UNEs, which was  
5 the scope of my affidavit, generally that's going  
6 to be a UNE appendix.

7 DR. ZOLNIEREK: That's all I have.

8 MR. FOSCO: Good afternoon -- good morning.  
9 Well, 1:00 o'clock. It's a late morning. Carmen  
10 Fosco on behalf of Staff.

11 CROSS-EXAMINATION

12 BY

13 MR. FOSCO:

14 Q. I wanted to follow up a little bit on, as  
15 a practical matter, what's available through  
16 tariff versus an interconnection agreement. It's  
17 been touched upon several times.

18 If you have a CLEC that does not have an  
19 interconnection agreement, as a practical matter  
20 -- I'm not asking for a legal matter -- but as a  
21 practical matter, are CLECs allowed to purchase  
22 UNEs out of tariffs without an interconnection

1 agreement at all?

2 A. Generally, if you had no agreement, the  
3 tariff -- the carrier was certificated, they  
4 could purchase out of a tariff.

5 Q. And does that, in fact, happen in  
6 Illinois? Is that, to your knowledge, something  
7 that has happened, that carriers --

8 A. I'm not aware of that in Illinois -- I  
9 don't know -- if someone is operating solely  
10 under a tariff. Now, the tariff -- some of the  
11 tariffs permit ordering when you got an  
12 agreement, but in terms of someone actually  
13 opting to --

14 MS. SUNDERLAND: We're getting some  
15 consultation here.

16 THE WITNESS: We're going to take that in  
17 writing.

18 MR. FOSCO: Okay. That's fine. We'll take a  
19 response in writing.

20 BY MR. FOSCO:

21 Q. And if I understand your affidavit  
22 correctly, if a CLEC has an interconnection

1 agreement that covers a particular UNE -- UNE X  
2 -- then they are not allowed to purchase UNE X  
3 out of the tariff because they have it in their  
4 interconnection agreement unless they modify the  
5 agreement?

6 A. They've got the UNE in their agreement.  
7 That's the relationship that would govern the  
8 relationship between the parties, so they should  
9 expect, when they place that order, if it's in  
10 their agreement, that that's what they get.

11 Q. No, no. I'm just trying to clarify.

12 But SBC's policy would be that, as a  
13 practical matter, if a CLEC has negotiated terms  
14 for OS and DA, they are not allowed then to say,  
15 without changing the agreement, We'd like to  
16 purchase those at the tariff terms and  
17 conditions?

18 A. My understanding, that requires an  
19 amendment of the agreement.

20 Q. What if the interconnection agreement has  
21 no language regarding OS DA, for instance; are  
22 they allowed to purchase out of the tariff

1 without doing any modification of the  
2 interconnection agreement? In other words, they  
3 just opt not to have any terms or conditions for  
4 OSD?

5 A. I think that would be permissible to put  
6 that in the same basket as the other one. It's  
7 very closely related to the other one that we  
8 said we'd get back in writing.

9 Q. That's fine if you need to research that.  
10 Thanks.

11 A. Thank you.

12 Q. We've referred to this process as  
13 incorporating by reference, but it's -- to my  
14 mind, it's really not because I have a little bit  
15 of a real estate background where sometimes you  
16 incorporate the actual terms and condition as if  
17 set forth in the agreement, but that's not what  
18 happens; is it? It's more of an option to  
19 purchase out of the tariff?

20 A. I don't know if that's a legal --

21 Q. Well, I'm not really asking a legal term,  
22 but --

1           A.       If the tariff becomes -- the tariff  
2 provisions become the provisions that the parties  
3 operate under rather than putting them in the  
4 agreement.

5           Q.       Okay.

6                    Does SBC's policy allow -- or would it  
7 allow for a CLEC to incorporate the tariff terms  
8 as of a specific date? In other words, if they  
9 said we want to incorporate by reference the  
10 terms of the tariff as it exists today, lock it  
11 in so that it can't change; is that allowed, or  
12 is that not part of the policy?

13          A.       It's not part of the general policy.  
14 Would someone be willing to negotiate that  
15 hypothetically? I don't know. But the general  
16 policy is, the reason we incorporate it by  
17 reference in such a manner would be that as the  
18 tariff would be modified, so would those terms.

19          Q.       Okay.

20                   And under the general policy and the  
21 general language, if a tariff is subsequently  
22 modified, some term or condition, that then

1 changes the term or condition that applies to the  
2 CLEC operating under its interconnection  
3 agreement?

4 A. Yes, yes.

5 Q. So would you agree then that in those  
6 circumstances, if Ameritech proposed a  
7 modification to a tariff that was incorporated by  
8 reference, that amounts not only to a tariff  
9 change, but an amendment of the interconnection  
10 agreement as a practical matter?

11 A. I don't agree with that because the tariff  
12 change -- when we talked about automatic, now  
13 there is something that would be closer to  
14 automatic than anything else we've talked about  
15 earlier would be if the tariff changed, that  
16 tariff then becomes the relationship between the  
17 parties. And there's no need to amend the  
18 agreement to reflect that tariff change.

19 Q. Okay.

20 And I didn't mean to be legal in my  
21 argument. I guess what I was getting at was that  
22 if the tariff is modified, so, too, is the

1 interconnection agreement?

2 A. By virtue of the tariff being modified.

3 Q. So that -- okay. I'm okay with that.

4 So that for a CLEC, if that's -- I  
5 presume that they would know ahead of time if  
6 Ameritech was going to propose a change;  
7 otherwise, I think they would have put that in  
8 the interconnection agreement.

9 So from a CLEC's point of view, they  
10 have to treat -- if they don't want their  
11 interconnection agreement changed, they have to  
12 participate in the tariff proceeding; is that  
13 correct?

14 A. They may want to pay attention to the  
15 regulatory environment in the state they're  
16 operating in. I would agree with that. I don't  
17 know that they would need to participate in the  
18 proceeding.

19 Q. Well, let's assume that they were against  
20 the proposed tariff modification. Their only  
21 opportunity then under this incorporation by  
22 reference scenario to object to that change would

1 be in the tariff proceeding; is that correct?

2 A. They could also seek to negotiate with the  
3 company, so I don't know that that's their only  
4 opportunity. I wouldn't agree with that.

5 Q. But their agreement would change if the  
6 tariff changed?

7 A. Yes -- well, no. The operating provisions  
8 of the -- I mean, the way the company -- the  
9 relationship between the companies would change  
10 on that product as governed by the tariff, but  
11 there would not be an amendment.

12 Q. Agreed.

13 A. Are we okay there?.

14 MR. FOSCO: We are.

15 That was it. Thank you very much.

16 MR. MC BRIDE: Mr. Alexander may prove not to  
17 be the right witness for at least a couple of  
18 these questions. Mr. Alexander, I'm Owen  
19 McBride. I represent McLeod USA.

20

21

22

1 CROSS-EXAMINATION

2 BY

3 MR. MC BRIDE:

4 Q. Does SBC offer to CLECs a feature called  
5 international call-blocking in connection with  
6 customers that are using the UNE-P?

7 MS. SUNDERLAND: I would note that this is way  
8 outside any compliance issue that we've been  
9 directed to address.

10 MR. MC BRIDE: I'm not sure I agree with that,  
11 but that's noted.

12 JUDGE MORAN: Okay. It's noted. Does he  
13 know; does he not know?

14 THE WITNESS: And the question was, do we  
15 offer it with UNE-P?

16 MR. MC BRIDE: Yes.

17 THE WITNESS: My understanding is that the  
18 service is offered with business class of service  
19 today. And there's been some issues uncovered  
20 that possibly the way the feature is programmed  
21 and has been built, it might not work with  
22 resident customers. But this was kind of a

1 recent development, to my understanding, in some  
2 discussions with one of the CLECs in Wisconsin.

3 BY MR. MC BRIDE:

4 Q. I'm just trying to understand, with  
5 respect to residential, is SBC intending to offer  
6 international call-blocking for residential  
7 customers or -- so are we having an OSS problem,  
8 or is the service not being offered?

9 A. No. I believe we've identified a coding  
10 issue with the way -- a programming issue, and  
11 the issue is being addressed.

12 Q. So it is the intent to make international  
13 call-blocking available for residential customers  
14 served by the UNE-P?

15 A. That's my understanding. It's my  
16 understanding that this issue recently came to  
17 light, and it's being addressed.

18 Q. Okay.

19 My last question on this then is, do you  
20 have any information on when the problem that  
21 you're aware of is supposed to be resolved; is  
22 there a schedule for when it's to be resolved?

1           A.   Not at this time.

2           Q.   And just one other question to follow up  
3           on something Ms. Hamill asked to sort of close  
4           the loop here on reciprocal compensation.  If a  
5           CLEC is negotiating a new interconnection  
6           agreement with SBC and doesn't want to  
7           incorporate a reciprocal compensation tariff into  
8           the agreement, then -- I don't want the tariff  
9           and I understand you won't let me put the rates  
10          into the tariff or into the agreement -- what  
11          reciprocal compensation rates are then available  
12          or are made available by  
13          Ameritech -- or by SBC rather?

14          A.   Generally, the reciprocal compensation  
15          provisions are negotiated.  The Company has a  
16          standard appendix that a number of carriers have  
17          entered into, and the Commission has approved a  
18          number of those.  You may be familiar with those  
19          provisions.

20                    So that -- the standard offer, to my  
21          understanding, is in an appendix that's posted on  
22          the Company's web site.  And if the carriers

1 agree to that, then that's submitted as a  
2 negotiated appendix.

3 Q. Does the standard agreement have different  
4 rates than what are in the tariff?

5 A. It has a different rate structure.

6 Q. Could the CLEC, in my example, also opt  
7 into any existing agreement -- the reciprocal  
8 compensation provisions and rates of any existing  
9 interconnection agreement?

10 A. Again, I don't want -- I'll answer the  
11 question. That's not within the scope of this  
12 compliance affidavit, and it was widely discussed  
13 in the earlier aspects of this proceeding. But I  
14 think it's generally known that the Company's  
15 position is that reciprocal compensation  
16 provisions are not available for 252-I, as a  
17 result, the FCC's ISP order.

18 MR. MC BRIDE: That's all the questions I  
19 have.

20 JUDGE MORAN: Okay. Darryl, you've got two?

21 MR. TOWNSLEY: Well, I've got a few questions,  
22 yes.

1                   Good afternoon, Mr. Alexander. I'm  
2 Darryl Townsley from WorldCom. I just wanted to  
3 ask you a couple of questions.

4                   CROSS-EXAMINATION

5                   BY

6                   MR. TOWNSLEY:

7           Q. I thought I heard you say in response to  
8 some questions that Staff asked that it was SBC's  
9 policy not to allow competitive local exchange  
10 carriers to purchase a particular product or  
11 service at their whim, I think are the words that  
12 you used, either out of their interconnection  
13 agreement or out of a tariff? In other words, if  
14 a CLEC wanted to purchase a particular UNE, SBC  
15 would not allow it the option to either purchase  
16 that UNE pursuant to its interconnection  
17 agreement or pursuant to a tariff, currently  
18 effective tariff that may be in place; did I hear  
19 you correctly?

20           A. I'll clarify what I think I said, which is  
21 once the carriers have an agreement -- assuming  
22 the carriers have negotiated an agreement that

1 has that UNE X, let's call it, in it, then the  
2 agreement is what's defining the relationship  
3 between the parties for that UNE X. Therefore,  
4 on the whim, as we kind of call it here, it's not  
5 appropriate to say, Okay, on such and such a  
6 date, we're just going to automatically start  
7 operating pursuant to the tariff for that  
8 particular UNE.

9           However, it's the Company's policy that  
10 the carrier can amend its agreement to reference  
11 and incorporate by reference those tariffs that  
12 it seeks to purchase from into its agreement to  
13 supersede the UNE provisions that apparently were  
14 negotiated or incorporated into that effective  
15 agreement.

16           Q. So --

17           JUDGE MORAN: Okay. Stop, stop, stop.

18   (Whereupon, a lunch recess was  
19   taken.)

20

21

22

1 (Change of reporters.)

2 SCOTT ALEXANDER,

3 called as a witness herein, having been first  
4 duly sworn, was examined and testified as  
5 follows:

6 FURTHER CROSS-EXAMINATION

7 BY

8 MR. TOWNSLEY:

9 Q. Good afternoon, Mr. Alexander.

10 A. Good afternoon again.

11 Q. Did you have a good lunch?

12 A. It was okay. It was fast, so it was good.

13 Q. Before we broke, I was asking you some  
14 questions about SBC's policy against CLECs being  
15 able to unilaterally choose whether they're going  
16 to purchase a particular item out of their  
17 interconnection agreement or out of a tariff. Do  
18 you recall that question?

19 A. I recall -- we started talking about that.

20 Q. If I recalled correctly you had indicated  
21 that it is SBC's policy not to allow that to  
22 happen; is that accurate?

1           A. To clarify so we start off on the right  
2 foot here, the policy would be that once the  
3 parties have effective agreement -- until that  
4 agreement would be amended to reflect the  
5 provisions of that tariff to incorporate -- by  
6 reference of the provisions of that tariff, then  
7 the carrier -- with the agreement for that  
8 particular UNE as we were talking about before  
9 lunch, would operate under that agreement for  
10 that particular UNE.

11           Q. Is this a new policy that SBC has  
12 instituted?

13           A. I don't think so.

14           Q. Do you know how long that policy's been in  
15 place?

16           A. No.

17           Q. Do you recall when we had talked in Phase  
18 1 of this proceeding, you testified in Phase 1 of  
19 this proceeding and I had asked you some  
20 questions back then and I specifically asked you  
21 some questions about a provision of an  
22 interconnection agreement that SBC Illinois has

1 with McLeodUSA. Do you recall those questions  
2 and answers?

3 A. I generally recall we had that  
4 conversation back in the summer.

5 Q. And there is a provision within the  
6 McLeodUSA, SBC Illinois interconnection agreement  
7 that actually specifies that McLeod USA can  
8 unilaterally determine whether it wants to  
9 purchase something out of its interconnection  
10 agreement, out of the 13-state agreement or out  
11 of any effective tariff; is that your  
12 recollection?

13 A. I recall the provision presented to me in  
14 that discussion, yes.

15 Q. And SBC Illinois negotiated that with  
16 McLeodUSA; isn't that correct?

17 A. I don't know whether it was negotiated or  
18 arbitrated.

19 Q. So SBC allows McLeodUSA to determine  
20 whether its going to purchase something out of  
21 its interconnection agreement, or out of a  
22 tariff, or out of a 13-state agreement; isn't

1 that right?

2 A. I know the agreement generally states what  
3 you just said. How that works in practice, I'm  
4 not aware whether there's notification  
5 requirements required or whether they just order  
6 because my understanding is, once the system is  
7 put in place, for instance, if the carriers go in  
8 under the agreement, if they decide to do  
9 something different, you may need to change USOCs  
10 or tables or things like that to make that  
11 happen, but I would agree with you that the  
12 agreement says what it says.

13 Q. So is McLeodUSA the only  
14 telecommunications carrier in Illinois that has  
15 the ability to do that?

16 A. I don't know if they're only -- the McLeod  
17 agreement is unique with that particular  
18 provision, I don't know. We have over 100  
19 agreements, I haven't scoured them for that  
20 particular provision.

21 Q. Would SBC Illinois allow any CLEC who  
22 wants that particular provision to be able to put

1 that provision in their existing interconnection  
2 agreements?

3 A. We responded to that particular -- and I  
4 think very particular question in off-the-record  
5 data request as a result of -- during the Phase 1  
6 proceeding that we had and the Company's position  
7 would be the same as reflected there.

8 Q. As I recall, that written answer didn't  
9 provide, like -- did not provide a yes or no  
10 answer to the question. It just provided a lot  
11 of legal argument about what SBC may or may not  
12 do. So let me just ask you again: Would SBC  
13 Illinois allow any carrier that has an existing  
14 interconnection agreement to take that single  
15 provision from the McLeodUSA agreement and  
16 incorporate it into its existing interconnection  
17 agreement?

18 A. Hypothetically sitting here today the  
19 answer -- the policy would be, no; unless it was  
20 determined that that provision constituted  
21 something that was eligible for under 252-I,  
22 which -- just looking at a single provision, one

1 or two sentences out of an entire general terms  
2 and conditions document, I would say that the  
3 answer to that would be, no.

4 Q. So if I ask you here today on behalf of  
5 MCI Metro Access Transmission Services,  
6 Incorporated and on behalf of MCI WorldCom  
7 Communications, Incorporated, I want to be able  
8 to opt into that specific provision from  
9 McLeodUSA. Your answer to me today is, no, I  
10 can't do that?

11 A. My answer is -- as a general policy is --  
12 that that is not something that is eligible for  
13 252-I, whether or not in the course of a  
14 negotiation the company would negotiate that type  
15 of provision, I can't answer that.

16 Q. There's been references throughout your  
17 discussions today to policies and SBC's policies.  
18 Where can I find -- where can a CLEC find the  
19 policies you've been discussing here today? Is  
20 there a document I can go to that spells out all  
21 of these policies for me?

22 A. I would think the policies have been

1 spelled out in my affidavit, in the testimony  
2 that have been clarified there.

3 Q. So there's not a document -- when you talk  
4 about SBC's policies and you say your affidavit  
5 here just discusses what those policies are --  
6 when you prepared your affidavit, did you go to a  
7 particular document or rely on a particular  
8 document for representing what SBC's policies  
9 are?

10 A. I think the policies are reflective of  
11 what we believe is consistent with 252-I under  
12 the Act and with past practice in -- established,  
13 you know, previous Commission orders depending on  
14 the states you're operating in, and FCC decisions  
15 and that sort of thing.

16 Q. And I'm just looking to find out whether  
17 there's some specific document where these  
18 policies are warehoused. You had indicated that  
19 in -- your negotiators go in to negotiate  
20 interconnection agreements, they come to the  
21 table with those policies in mind, right?

22 A. That's my general understanding.

1 Q. Where do they gain their understanding of  
2 what those policies are?

3 A. I would assume that the negotiation teams  
4 have training internally with the Company, with  
5 appropriate subject matter experts and legal  
6 advisors to give them an understanding of what  
7 their obligations are and what the Company's  
8 policies are under the law.

9 Q. So there is no document is that contains  
10 SBC's policies on interconnection agreements and  
11 use of tariffs and opting in?

12 A. In terms of an external document, we may  
13 have some information for CLECs on the Web site.  
14 I'm not aware of anything in particular, other  
15 than generally what we're talking about here. In  
16 terms of how a carrier could request an  
17 agreement, how a carrier could make a request of  
18 252-I, there's likely information on what to do,  
19 you know, I'm a CLEC, I don't know how to do  
20 this, what should I do to contact SBC? That type  
21 of information is on our Web site. I haven't  
22 seen a document, you know, that had all of SBC's

1 policies in one place, no.

2 Q. Based on what I've heard from you today, I  
3 guess I'm starting to think that SBC has a  
4 preference for the tariffing process as opposed  
5 to interconnection agreements. You had talked  
6 about carriers being able to incorporate by  
7 reference tariffs that currently affected the  
8 tariffs that are before this Commission -- that  
9 are on file with this Commission, is it SBC's  
10 preference that UNE and interconnection and the  
11 terms and conditions related thereto be made  
12 available through tariffs?

13 A. I don't think so. I didn't mean to  
14 represent that. If someone got that impression,  
15 that's not our standard position that -- the  
16 Telecommunications Act provided for carriers to  
17 negotiate interconnection agreements; and, so,  
18 that's -- typically the first preference is to  
19 have an interconnection agreement in place for  
20 items that the carrier would be purchasing from  
21 SBC.

22 Q. So SBC's preference is against having any

1 publically available tariffs?

2 MS. SUNDERLAND: I don't -- I mean --

3 BY MR. TOWNSLEY:

4 Q. Let me just ask you this: Given what you  
5 just said, Mr. Alexander, wouldn't it make sense  
6 that SBC allow CLECs to take the existing terms  
7 and conditions that are contained in the  
8 currently effective tariffs and exercise those  
9 terms and conditions and place them into their  
10 interconnection agreement and have that approved  
11 by this Commission so that they could operated  
12 pursuant to those terms and conditions?

13 A. I think that would be a matter for  
14 negotiation between the parties. If the parties  
15 negotiated that, then that would be one thing.  
16 However, the Company's position is that if the  
17 carrier desires those tariffs that this  
18 Commission has -- have been approved by the  
19 Commission are in effect in this state, then the  
20 appropriate way to do that is by reference as we  
21 discussed earlier.

22 MR. TOWNSLEY: I guess I have no further

1 questions.

2 JUDGE MORAN: Are there any questions for  
3 Mr. Alexander from anyone else?

4 (No response.)

5 JUDGE MORAN: Sorry I had to mess up your day,  
6 but that's life in the city.

7 JUDGE MORAN: Who is the next witness?

8 MS. SUNDERLAND: Is it your assumption that  
9 we'll finish the other two witnesses today?

10 JUDGE MORAN: Oh, yeah.

11 (Witness sworn.)

12 KARL WARDIN,  
13 called as a witness herein, having been first  
14 duly sworn, was examined and testified as  
15 follows:

16 CROSS-EXAMINATION

17 BY

18 MS. HAMILL:

19 Q. Good afternoon, Mr. Wardin. Cheryl Hamill  
20 from AT&T, how are you?

21 A. Good afternoon, Miss Hamill. Miss Kordus.

22 Q. Huh?

1           A. Miss Kordus, good afternoon.

2           Q. Miss Kordus as well, yes. My little side  
3 kick. Turning to your Phase 1 compliance  
4 affidavit?

5           A. I can't hear on my left side too well.

6           Q. Okay. I was going to say -- Mr. Wardin,  
7 the essence of your affidavit is to present the  
8 Commission with a zone of reasonableness analysis  
9 for the interim rates in Illinois with the  
10 exception of nonrecurring charges applicable to  
11 UNE combinations; is that a fair statement?

12          A. Yeah. I think what I'm trying to do is  
13 present zoning reasonableness analysis for those  
14 rates that have been asked for in the Phase 1  
15 going into Phase 2.

16          Q. Okay.

17          A. So I wouldn't say it would comprise all of  
18 the interim rate. It kind of depends on what  
19 you -- it appeared to me that there were  
20 different definitions of what interim rates were.  
21 So that's why I'm a little hesitant; but I would  
22 agree with you with the understanding that we

1 might have a different understanding of what  
2 interim is.

3 Q. I understand. Now, I know why you didn't  
4 answer my question right away but I get what  
5 you're talking about.

6 And to satisfy the zone -- well, strike  
7 that.

8 The Phase 1-A order adopted last week  
9 requires SBC to make a zone of reasonableness  
10 demonstration or showing for various interim  
11 rates; is that right?

12 A. That's correct.

13 Q. And to satisfy the zone of reasonableness  
14 requirement for interim or not yet investigated  
15 rates, you have chosen to compare the Illinois  
16 rates that SBC has tariffed to comparable  
17 elements or services that have been found to be  
18 TELRIC compliant in some other SBC states?

19 A. That is correct.

20 Q. When I say "TELRIC compliant," I mean at  
21 the FCC level --

22 A. Okay. Yes.

1 Q. -- in 271 applications?

2 A. Yes, ma'am.

3 Q. And the states that you used to do your  
4 zone of reasonableness comparisons for several  
5 UNEs are Texas, California, and Michigan, right?

6 A. That's correct.

7 Q. And SBC has received 271 -- Section 271  
8 approval in Texas and California?

9 A. That's correct. And the other MOCA states  
10 being Missouri, Oklahoma, Kansas, and Arkansas.

11 Q. But you don't use the MOCA states in your  
12 affidavit, right?

13 A. No. Because generally -- the reason why I  
14 didn't include the MOCA states is that the Texas  
15 rates and California rates in general are  
16 lower -- I mean, are lower than the MOCA states.  
17 The MOCA states rates are higher, so I took the  
18 lower states.

19 I also talked to Staff and we talked a  
20 little bit about the zone reasonableness and in  
21 discussions, they didn't have a problem with  
22 those two states. I mean, they didn't say that

1 those are okay to use, but I let them know the  
2 states I was using.

3 JUDGE MORAN: Can we for the record define  
4 MOCA.

5 THE WITNESS: Missouri, Oklahoma, Kansas, and  
6 Arkansas.

7 BY MS. HAMILL:

8 Q. And the third state that you used,  
9 Michigan, SBC has not yet sought -- well, I take  
10 that back, they have sought but have not yet  
11 received Section 271 approval for Michigan,  
12 right?

13 A. That's correct.

14 Q. Now, the first UNE or rate --

15 A. I would also say that the Michigan  
16 Commission has approved -- has stated that all of  
17 the Michigan rates are TELRIC compliant. They  
18 don't have any interim rates in Michigan that I  
19 know of.

20 Q. They're all permanent?

21 A. If you want to call it permanent as long  
22 as the next change --

1 Q. The alternative of interim?

2 A. Right. That's my understanding.

3 Q. I'm sorry?

4 A. That's my understanding.

5 Q. That all the Michigan UNE rates both  
6 recurring and nonrecurring are permanent rates  
7 not interim rates?

8 A. That's correct.

9 Q. The first item you talk about is on page 7  
10 of your compliance affidavit, the interim NRC  
11 applicable to ports when ordered as part of a  
12 UNE-P combination is zero, right?

13 A. Right.

14 Q. Does SBC intend to present that NRC to the  
15 FCC when it submits its 271 application?

16 A. Well, once I -- the reason for the delay  
17 is that I'm not necessarily sure what we're going  
18 to do at that date; but based on the Michigan  
19 application, you know, there were really kind of  
20 two sets of rates that were presented. One was  
21 interconnection agreement appendix, which  
22 happened to be AT&T's pricing appendix. And,

1 two, I think it was Appendix N was the entirety  
2 of the Michigan tariffs.

3 Q. Appendix N to...

4 A. I'm sorry. Kelly Fennell's (phonetic)  
5 affidavit -- 271 affidavit.

6 Q. Is this an FCC affidavit you're referring  
7 to?

8 A. Right. So I'm just trying to give you  
9 where I'm basing my response from. When Michigan  
10 filed for it's 271 application, Kelly Fennell was  
11 kind of -- if you want to have a pricing witness  
12 or --

13 Q. Overview witness?

14 A. Overview of the TELRIC rates. She has --  
15 JUDGE MORAN: Who was she for?

16 MS. HAMILL: SBC.

17 THE WITNESS: She's an SBC Michigan employee  
18 and her Attachment A was --

19 MS. HAMILL: To her FCC affidavit.

20 THE WITNESS: -- to her FCC affidavit, thank  
21 you -- was AT&T pricing schedule from their  
22 interconnection agreement. And I believe her

1 Appendix N -- I might be one letter or two off --  
2 was, in essence, all the entire tariff. And,  
3 so -- and I believe she says generally that  
4 they're relying on both for their 271 application  
5 because there's some rates that AT&T has an  
6 interconnection agreement or some rate elements  
7 that aren't in their tariff and vice versa; but  
8 generally those two documents, rate elements  
9 should be about the same. It would be very  
10 similar.

11 BY MS. HAMILL:

12 Q. So in SBC's application to the FCC for  
13 Michigan approval, Miss Fennell had an Attachment  
14 A, which is the AT&T pricing schedule and  
15 Attachment N was a currently effective tariffed  
16 rates in Michigan for SBC Michigan wholesale  
17 offerings?

18 A. That's correct.

19 Q. And in some cases A and N overlap, in  
20 others they don't?

21 A. Right. I would say the predominance part  
22 they overlap and there's a few that don't.

1 Q. Okay.

2 A. So answering your question --

3 Q. As to the port NRC, yeah and the UNE  
4 combination?

5 A. -- based on that, not having filed a 271  
6 with SBC in any other jurisdiction, I would think  
7 that we would file the Illinois tariff as our  
8 showing of 271 compliance for the rates. And to  
9 the extent we have an interconnection agreement  
10 whose rates match up very well, we'd file that  
11 too.

12 Now, you know, once we start doing that  
13 analysis and looking, you know, we can get back  
14 to you and tell you what we're going to do; but  
15 right now I can't say with specificity one way or  
16 the other, but it would be one or the other or  
17 both.

18 Q. Do you know whether the zero nonrecurring  
19 charge applicable to ports and ordered as part of  
20 a UNE-P combination is included in any carriers  
21 existing interconnection agreement in Illinois  
22 currently?

1           A.  No, I don't.  But once again, as  
2  Mr. Alexander stated, there's that provision in  
3  Tariff 15 -- excuse me, Part 15, whether the  
4  UNE-P is where -- even if a carrier has an  
5  interconnection agreement they can purchase the  
6  UNE-P from the tariff.  So I would say that even  
7  though that carrier might not have that in their  
8  interconnection agreement, they can purchase all  
9  of the tariff by explicit language in the tariff.

10          Q.  And if I'm a CLEC negotiating an  
11  interconnection agreement in Illinois currently  
12  and if I asked SBC for that zero rate for the  
13  port nonrecurring charge applicable to UNE-P  
14  combinations, I could get that from SBC in my  
15  interconnection agreement then?

16          A.  Well, I think we just went overall this  
17  with Mr. Alexander and I wouldn't want to --

18          Q.  If you're telling me that your  
19  understanding is identical to Mr. Alexander's,  
20  I'll leave it go, but, I mean, you know, you're a  
21  different person.  I mean, you may or may not  
22  have the same understanding?

1           A.    I've been told that a lot.

2           Q.    You may or may not have the same  
3 understanding.   I'm just asking you.

4           JUDGE MORAN:   Are you deferring to him?

5           THE WITNESS:   I'd rather deferring it to him  
6 because I didn't checking with the negotiation  
7 team at all it would just be a gut feeling on my  
8 part.

9           BY MS. HAMILL:

10          Q.    We don't want to go with your gut feel, do  
11 we?

12          A.    It's big enough for everybody, I guess.

13          Q.    Okay.   Moving on to dark fiber.   This is  
14 at page 8 of your compliance affidavit.   Again,  
15 for dark fiber you performed a zone of  
16 reasonableness analysis for -- by comparing SBC  
17 Illinois rates to comparable dark fiber rates  
18 that have been found to be TELRIC compliant in  
19 California and Texas and I guess by the Michigan  
20 Commission as well although that one hasn't been  
21 approved by the FCC yet?

22          A.    That's correct.

1           Q.   And you indicate that in paragraph 12 dark  
2   fiber UNEs fall within a zone of reasonableness  
3   when compared to the dark fiber UNE rates in  
4   effect in California and Michigan.  What did you  
5   do in your zone of reasonableness analysis to  
6   take into account the cost differences between  
7   Illinois and California?

8           A.   Well, generally, what I did is -- there's  
9   a high cost model that the FCC has that they use  
10   for universal service and, you know, out of there  
11   there's a loop and a port and that's how the FCC  
12   kind of uses to determine differences for UNE-P.  
13   And the Illinois costs that come out of that are  
14   about 1 percent less than the California if you  
15   did the analysis.  I mean, this is like an  
16   internal analysis that we did.

17                   I mean, so -- that means to me to the  
18   extent that they're about at what California's  
19   rates are, then it's probably within the zone of  
20   reasonableness.  That's how I kind of -- I don't  
21   think I needed to make an adjustment to the cost  
22   factors because of the California -- and the

1 Illinois costs coming out of the HCM look to be  
2 very similar within a percent of each other.

3 Q. Did you do anything specifically to  
4 account for the cost differences between the  
5 geography in Illinois and California?

6 A. I believe the HCM model kind of does that.  
7 I mean, because there's...

8 Q. Because there's --

9 A. Because there's a loop in there.

10 Q. Did you do anything to account for the  
11 labor rate differences between California and  
12 Illinois?

13 A. No.

14 Q. Did you do anything to account for the  
15 differences in serving equipment between Illinois  
16 and California?

17 A. Are you suggesting we can use historical  
18 costs for our TELRIC analysis?

19 Q. I'm just asking whether you took any cost  
20 differences into account as it pertains to  
21 serving equipment?

22 A. No.

1 Q. Did you -- well, are there different  
2 methods and procedures used in Illinois that are  
3 used in California?

4 MR. ANDERSON: Different methods and  
5 procedures for what?

6 MS. HAMILL: Different methods and procedures  
7 in provisioning dark fiber.

8 THE WITNESS: I don't know for sure.

9 BY MR. HAMILL:

10 Q. So if there are, you didn't -- wouldn't  
11 have taken those cost differences into account?

12 A. Yeah. I mean, let's kind of think about  
13 the big -- what are we trying to do here is to  
14 try and say, you know, Are the rates reasonable  
15 that we have in Illinois and is that going to  
16 hinder competition? And, you know, I can go out  
17 there and look at every little knit and gnat but  
18 that's what the whole cost proceeding is supposed  
19 to be about in the Phase 2. What I want to do is  
20 kind of elevate from the granule level and look  
21 at it from a broader picture; does it make sense?  
22 Is it reasonable? And is it competitor

1 impacting? And I don't think it is.

2 Q. What about Texas, what did you do to take  
3 into account the cost differences between  
4 Illinois and Texas?

5 A. Well --

6 Q. For dark fiber, sorry.

7 A. -- for me, when I looked at the dark fiber  
8 rates in Texas and the structure they have, it  
9 made it very difficult to do a side by side  
10 comparison, so I really didn't consider the Texas  
11 rates. I just made a peripheral analysis that  
12 stated the dark fiber rate on a per foot basis is  
13 significantly higher than the rates in Illinois.

14 So, to me, that same -- even though I  
15 couldn't make a side by side comparison -- if I  
16 did that and it took a lot of time and  
17 complicated type of analysis, you know, I could  
18 prove that -- the Texas rates were higher than  
19 the Illinois rates, but --

20 Q. Did you do the same kind of high cost  
21 model analysis for Texas that you said you did  
22 for California?

1           A.  I didn't perform them somebody else  
2 perform them; but, yes, I had them performed.

3           Q.  According to your affidavit that would  
4 take into account any geography differences  
5 between Illinois and Texas?

6           A.  To the extent the high cost model takes  
7 into -- equipment differences, geographical  
8 differences, labor cost differences, yeah.

9           Q.  What does the high cost model take into  
10 account, do you know?  What cost differences  
11 that --

12          A.  No, I don't.  But I know that's the model  
13 they use when they do these type of comparisons  
14 between the different states -- the FCC.

15          Q.  Unbundled sub loop on page 9 of your  
16 affidavit.

17          A.  Okay.

18          Q.  You indicate in paragraph 13, Because the  
19 currently effective UNE loop rates in Illinois  
20 have previously been approved by the Commission  
21 on the basis of a TELRIC analysis, there is no  
22 issue in this proceeding as to whether those

1 rates are TELRIC compliant, correct?

2 A. Yes.

3 Q. Now, are you also generally familiar with  
4 the pending cost docket in Illinois?

5 A. Mm-hmm.

6 Q. Is that a yes?

7 A. Yes, ma'am.

8 Q. Okay. For the court reporter's benefit.

9 And my understanding is that SBC in that  
10 docket is proposing to increase UNE loop rates  
11 quite substantially; is that also your  
12 understanding?

13 A. Yes. That's part of the proposal.

14 Q. Okay. And, for example, SBC's proposing  
15 to raise the UNE loop rate in access Area A by  
16 over 300 percent; does that sound right?

17 MR. ANDERSON: I guess I'm going to ask for  
18 where we're going with these questions since  
19 Mr. Wardin's not testifying about the cost  
20 docket. He's simply talking about the  
21 reasonableness of the interim rates.

22 MS. HAMILL: Well, that's what I wanted --

1       what interim rates?

2           MR. ANDERSON:  In this case, the unbundled sub  
3       loop rates, not the --

4           MR. HAMILL:  Right.  And Mr. Wardin has --  
5       first of all, it's supposed to be a workshop and  
6       I don't know if objections are appropriate; but  
7       Mr. Wardin has used the UNE loop rates in  
8       Illinois to support the interim rates --  
9       unbundled and sub loop and sub loop and I'm just  
10      wondering what rates he intends to take to the  
11      FCC?  Is he going to take the current rates to  
12      the FCC or is he going to take the ones that  
13      they're proposing in the new docket?

14          THE WITNESS:  Can I answer that?

15          MS. HAMILL:  Sure.

16          MR. ANDERSON:  I didn't make an objection.  
17      She clarified where she's going, so...

18          THE WITNESS:  I think that if the Commission  
19      feels that the analysis I did is reasonable, we  
20      would -- and they embrace that -- we would make  
21      the tariff change and go to the FCC with those  
22      revised sub loop rates.  If the Commission says,

1 No, that the -- our view is that the existing  
2 unbundled sub loop rates are fine as they are,  
3 that's what we'll go with. Or if they say, No,  
4 Mr. Wardin, we think there should be some  
5 different adjustment made, we'll make the  
6 necessary modification and go to the FCC with  
7 those rates.

8 BY MS. HAMILL:

9 Q. I'm talking about right now before we get  
10 to the sub loop, the actual loop rates that you  
11 compare them to in the Illinois?

12 A. The loop rates, we're going to go with the  
13 effective loop rates that are in. I mean, what  
14 you're presupposing that -- just because SBC came  
15 in with a 300 percent increase that the  
16 Commission -- at the end of the day isn't going  
17 to do the right thing and that...

18 Q. I'm not presupposing anything. Presumably  
19 when SBC filed its tariff on Christmas Eve -- I  
20 mean, does SBC contend that those rates are  
21 TELRIC complaint?

22 A. We believe that they would fall in the

1 TELRIC methodology that would be supported by  
2 this Commission.

3 Q. So I guess, as I see it, I mean, you have  
4 several choices when you go to the FCC; one would  
5 be the effective loop rate, the other would be  
6 the rates you proposed on Christmas Eve; and you  
7 compare the sub loop rate to the loop rates and  
8 I'm just wondering what loop rates you all intend  
9 to take to the FCC in your 271 application?

10 A. Well, I mean, if I went in with the loop  
11 rates that we proposed, that would be a not yet  
12 investigated rate and I'd have to do another zone  
13 reasonable analysis for that. So that doesn't  
14 seem like a practical choice.

15 Q. Have you done a zone reasonableness  
16 analysis for those rates?

17 A. No. We're at the beginning of the  
18 proceeding and they're proposed it's not even  
19 close to what the Commission's going to come out  
20 with, to even know what the end results going to  
21 be.

22 JUDGE MORAN: You know what, that is another

1 proceeding, right?

2 MS. HAMILL: Right. It is.

3 JUDGE MORAN: Wait. Wait. Wait. I will not  
4 allow questions on that because I don't want to  
5 prejudice that other proceeding.

6 MS. HAMILL: Right.

7 JUDGE MORAN: It is not relevant here.

8 MS. HAMILL: But he's making it relevant  
9 because he's tying the sub loop.

10 JUDGE MORAN: How is he making it relevant?

11 MS. HAMILL: He's taking the -- he's saying  
12 that the sub loop rates -- he's comparing the sub  
13 loop rates to the UNE loop rates and I'm just  
14 wondering -- he's talking about currently  
15 effective ones, if those are the once taken to  
16 the FCC --

17 JUDGE MORAN: Okay. So then that's all. What  
18 is the reason for the questioning on this other  
19 docket?

20 MS. HAMILL: To see what he's taking to the --

21 JUDGE MORAN: There's another docket. I don't  
22 want anything on it in here because I would be

1 just as offended if I were the ALJ in the other  
2 docket and -- what's going on here.

3 MS. HAMILL: I'll move on.

4 JUDGE MORAN: You've got to keep those  
5 separate.

6 BY MS. HAMILL:

7 Q. For the unbundled sub loop -- well, in  
8 Attachment 2 to your compliance affidavit Column  
9 N, you reduce your sub loop rates based on  
10 percentages of sub loop to the entire loop and  
11 the other states you use as a comparison, right?

12 A. That's correct.

13 Q. And -- now I submitted. Submitted some  
14 prefiled --

15 A. Two questions.

16 Q. -- two questions, yes. Because I noticed  
17 a couple of loop types -- sub loop types were not  
18 included in column N. Did you have a chance to  
19 look at those questions and answer them?

20 A. Yes. I had to a chance to look at those  
21 questions.

22 Q. Okay. And my question was, your

1 attachments to do contain the sub loop rates SBC  
2 intends to offer in Illinois for the following  
3 sub loop types, these sub loop types are missing  
4 from Column N of Attachment WKW2A. What rates  
5 does SBC intend to offer for these sub loop types  
6 consistent with the methodology proposed in  
7 Mr. Wardin's affidavit? And the first one was  
8 4-wire DS1 sub loop, and that's MDF or the CO to  
9 the SAI serving area interface, slash, FDI. Do  
10 you have a Column N rate for that?

11 A. The short answer and then -- I'll answer  
12 the question -- is that when I looked in Staff's  
13 Attachment A, those sub loop rates weren't part  
14 of the Attachment A rates, so I didn't do it.

15 Q. That's how they didn't get into Column N?

16 A. Right.

17 Q. Okay.

18 A. So I understand your --

19 JUDGE MORAN: If they weren't there, they  
20 weren't there.

21 THE WITNESS: They weren't in Staff's  
22 Attachment A, so --

1 BY MS. HAMILL:

2 Q. I'm not faulting you. I just noticed  
3 these are missing.

4 A. I'm just trying to get you the initial  
5 reason. In fact, I didn't really notice that  
6 they were missing until I saw your question  
7 because I just went from Staff's Attachment A and  
8 did its own reasonableness. Now -- so that  
9 doesn't mean -- yes, to kind of cut 5 minutes out  
10 of this thing, yes, we will do a zone of  
11 reasonableness analysis for those things.  
12 However, I also want you to know, because this is  
13 a workshop, that California and Michigan don't  
14 have rates for -- going from the CO to the -- can  
15 I see your question again so I can tell you?

16 Q. For MDF -- this is for a 4-wire DSM sub  
17 loop. From the MDF or the CO to the serving area  
18 interface, back slash, feeder distribution  
19 interface?

20 A. Yeah. For the first one that you asked  
21 for in both the 4-wire and the 2-wire, there is  
22 either a to be determined in California for those

1 rates; or in Michigan, it's just a blank, that  
2 it's not offered. So to do a zone of  
3 reasonableness analysis on those two will be  
4 extremely difficult; but we would be willing to  
5 work with Staff and, you know, you or Miss Kordus  
6 to make sure that whatever percentage we use is  
7 okay.

8 Q. Okay. So SBC's willing to reduce its sub  
9 loop rates for these as well, it's just you  
10 didn't have a --

11 A. Not necessarily.

12 Q. -- percentage to use?

13 A. If a reduction is -- should be made after  
14 we kind of do the comparisons -- I don't want to  
15 presuppose that there's a reduction that should  
16 be made -- but if we agree that there should be a  
17 different percentage between Staff, you and I, if  
18 Darrell has some extra time --

19 MR. TOWNSLEY: I'd like to be at that meeting.

20 BY MS. HAMILL:

21 Q. Let me ask you this: In what percentage  
22 of the cases did the methodology you propose for

1 sub loops here result in a number in Column N  
2 that is lower than the currently tariff rate for  
3 sub loops in the SBC Illinois tariffs?

4 A. It looks like in most instances.

5 Q. So, I mean, that's where I was going from  
6 when I said "reduction." I assume that since  
7 Column N is a reduction from currently effective  
8 rates for almost all other sub loop types, I  
9 assume there will be some reduction there as  
10 well. That's why I presume that.

11 A. Okay.

12 Q. How about the other -- for the 2-wire and  
13 the 4-wire MDF or CO to the terminal? I had  
14 those additional requests outstanding as well.

15 A. I don't have a problem with doing that and  
16 Michigan does have a rate that we can use, you  
17 know, to use as a bench mark.

18 Q. Have you made that calculation for  
19 Illinois so I have a number to stick in the  
20 Column N for those?

21 A. I'd rather do that as part of our little  
22 get-together too.

1 Q. So you don't have a number yet, is what  
2 you're saying?

3 A. I did the number but I don't see it as --  
4 because we don't even have them on the list yet.

5 Q. Well, but you're going to use the same  
6 percentage reduction methodology as --

7 A. Yes.

8 Q. -- you'd use for the rest of the sub  
9 loops?

10 A. I did it, but I didn't -- I guess I didn't  
11 bring it with me today.

12 Q. But you'll agree to that same methodology?

13 A. Oh, yeah. Oh, yeah.

14 Q. AT&T question No. 2, will the, quote, mit  
15 (phonetic) only, closed quote, charge remain a  
16 zero charge for all sub loop types?

17 A. That would be carried over to Column N  
18 and, yes, that would be you know subject to  
19 TRU-UP. That was a good catch I didn't extend  
20 that out to the far right. So not all rates went  
21 down.

22 Q. For the unbundled sub loops, you -- now,

1 is this your zone of reasonableness analysis,  
2 meaning, taking the sub loops and reducing them  
3 to the same percentage of the loop as it is in  
4 Michigan, the lower of Michigan and what ever  
5 other state it was or did you do another zone of  
6 reasonableness analysis for the unbundled sub  
7 loop?

8 A. Okay. What I was really trying to do here  
9 is to say that, you know, just to look at the sub  
10 loop itself really doesn't have any meaning  
11 without the context of something else. I mean, I  
12 could have looked at the sub loops by themselves,  
13 but what I decided to do -- and this is just  
14 me -- it made sense that, you know, the unbundled  
15 loop -- the sub loop is part of an unbundled  
16 loop, so that if I do a relationship between the  
17 unbundled loop to the sub loop, you know, between  
18 states that have gone through the TELRIC  
19 methodology that that probably made more sense  
20 and I could then get some cost differences -- it  
21 could get shaken up, so if it's 40 percent one  
22 that way and 40 percent in the Michigan and 40

1 percent in California, well if it's 40 percent in  
2 Illinois, that probably takes care of all these  
3 differences in technology, differences in labor  
4 rates, differences in other things too.

5 Q. So you're assuming that this percentage  
6 methodology that you used takes into account  
7 those various reasons the costs might differ from  
8 jurisdiction to jurisdiction?

9 A. Sure. Yes.

10 Q. Were you able to confirm that at all by  
11 comparing your analysis with any of the cost  
12 differences for geography, labor rates, company  
13 specific methods and procedures, Legacy Systems,  
14 what have you? Did you do any cross-check or  
15 double check?

16 A. Well, see, first of all you're looking at,  
17 you know, forward looking, so I'm comparing two  
18 TELRIC type of costs. So what you're saying is  
19 on a going forward basis, you know, are the cost  
20 differences reflected -- I'd say, Yeah, because  
21 we're not -- you know, we're not saying that the  
22 Illinois UNE loop number is the right number.

1     What we're saying is that as a percentage of this  
2     loop that has already been determined to be  
3     TELRIC compliant, that should be what the rate  
4     is.

5             So to me, it also encompass all those  
6     geographic and technical differences because all  
7     I'm doing is I'm looking at a percentage. A  
8     percentage of going from the central office to  
9     some remote terminal or just kind of looking at  
10    the distribution or from the remote terminal out  
11    to the customer's premises. So by looking at  
12    percentages, it kind of -- so, like -- if  
13    California had a \$10 loop and the sub loop was  
14    \$4, I know that's 40 percent and so if I go to a  
15    different jurisdiction, I might have different  
16    costs or whatever. If they have a \$20 unbundled  
17    loop, well, \$8 would be the right number and it  
18    would take into consideration those cost  
19    differences.

20            Q. I'm not trying top make any question more  
21    complicated than it needs to be. My question  
22    essentially is: Is the percentage of sub loop to

1 loop comparison the zone of reasonableness  
2 analysis you did for the unbundled sub loop?

3 A. Yes. That's what I did. I did not go  
4 beyond that because of the reasons I discussed  
5 before.

6 Another thing that you should know is  
7 that there really is -- you know, I'm kind of --  
8 trying to come up with things that make sense and  
9 that are reasonable because there really isn't a  
10 zone of reasonableness analysis that is  
11 sanctioned by the FCC once you go beyond UNE-P,  
12 so this is kind of new ground rule we're breaking  
13 in some respects.

14 Q. Okay. How about AIN routing of OSNDA,  
15 explain your zone of reasonableness analysis  
16 there. That's on pages 10 through 12 of your  
17 affidavit.

18 A. Without giving up my right that I didn't  
19 have to do this.

20 Q. Yes. I saw that you had all the  
21 appropriate caveats in there.

22 A. I wasn't really sure if one was still

1 required for this or not, but since it had been  
2 done I still included it. But, you know, as we  
3 read the final order and get a better  
4 understanding of what that means, this one might  
5 be one of those that we really didn't have to do.

6 So what I really did is that -- to get  
7 the customer routing of OSN or DA VAIN, what I  
8 looked at were of the charges that Texas,  
9 Michigan, California, Illinois assessed for that.  
10 In the first instance, California, it's all done  
11 on an ICB basis, so, you know, I just kind of  
12 through that out, individual case basis like a  
13 BFR basis.

14 And then Texas -- in Illinois, as I  
15 identified, I think it was paragraph 94 or  
16 something of the order in 0700 said that we would  
17 include both the install and disconnect costs in  
18 our nonrecurring charge. That's how we came up  
19 to \$108.46. I believe there was -- maybe some  
20 modifications that were made to that rate  
21 pursuant to that order.

22 And then we had -- and then in Michigan

1 they have two rate elements. They have --

2 Q. Wait. I'm still back on Texas. Did you  
3 just go through Texas?

4 A. No. I was going to go --

5 Q. I'm sorry. I thought I missed it.

6 A. I was going to go left to right, but since  
7 California -- we didn't have --

8 Q. California was ICB. Got that.

9 A. -- so I just did that. So then I was  
10 going to start in Illinois and then move across.

11 Q. You mean Michigan?

12 A. Illinois into Michigan and then Texas.

13 So, Michigan -- I'll get to Texas next.

14 Michigan, their rate structures are different.

15 They charge installation and then a different

16 charge when you disconnect. So to compare it to

17 Illinois, you have to add the install and

18 disconnect rate together to make a proper

19 comparison.

20 And then for Texas, they have a rate and

21 then if you want to do something in Texas there's

22 a rather significant nonrecurring charge if

1 you're the first local service provider to do  
2 that, about \$274,000.

3 Q. What did you do to account for the cost  
4 differences between Illinois and Texas in doing  
5 your zone of reasonableness analysis?

6 A. I just did a simple eyeball and said, you  
7 know, Texas, you know, even if you had a thousand  
8 of these arrangements that would be over \$200 per  
9 one. So that would be bring it way over \$300, so  
10 I decided I didn't have to go further than that.

11 Q. What about Michigan?

12 A. Michigan is a little higher, \$111 versus  
13 108. You know, we probably have, you know. A  
14 little higher labor rates here but not much  
15 higher than Michigan. I mean, that's close  
16 enough for...

17 Q. So you felt the numbers were pretty close,  
18 you didn't feel the need to delve any further?

19 A. No. It didn't appear that it was required  
20 because Illinois' rate was higher than Michigan's  
21 and I didn't feel that it was a good use of time  
22 to go further.

1           Q.   And I think you touched about upon this  
2           earlier but I want to ask it directly so I know  
3           what answer I'm getting.  In column 9 of  
4           Attachment 2, you have the reduced sub loop rates  
5           based on the percentage of the entire loop  
6           methodology.  Are those the rates that SBC in  
7           tends to take to the FCC?

8           JUDGE MORAN:  Wait.  Wait.  Wait.  Column?

9           MS. HAMILL:  Column N, I'm sorry, of WKW --  
10          Attachment WKW2A as expanded upon in the answer  
11          to my prefiled questions.

12          A.  No.  What we -- we hope that the  
13          Commission supports the zone of reasonableness  
14          analysis that I performed.  And the Phase 2 order  
15          suggests that those are the appropriate rates  
16          that we should file.

17          Q.  "Those" meaning column N?

18          A.  Column N should be in our tariff for sub  
19          loops.  We would file those on a one day's notice  
20          if allowed by the order and have them go into  
21          effect.  So, if they say that that's the rates we  
22          should go in with, the Commission asked us to do

1 that adjustment, then we will go in with the  
2 rates in Column N.

3 If the Commission says, Nah, we don't  
4 have to do that, they're going to be subject to  
5 TRU-UP anyway, big deal; then we'll go in with  
6 the rates that we currently have.

7 Q. Are your -- are SBC's currently tariff sub  
8 loop rates interim?

9 A. Well, I would say that they have not yet  
10 been investigated and I think that would fall  
11 under interim. We also propose here to put a --  
12 some language into our tariff so they'd be  
13 subject to TRU-UP and, therefore, I think it  
14 would be okay with the FCC.

15 Q. So the current status of those rates, if I  
16 look in your tariff for sub loops are that they  
17 are not subject to TRU-UP?

18 A. That's correct.

19 Q. And they are not yet investigated?

20 A. That's correct. However, there haven't  
21 been a sub loop sold in Illinois either.

22 MS. HAMILL: Okay. I think those are my

1 questions. Thank you, Mr. Wardin.

2 THE WITNESS: It was nice talking to you.

3 JUDGE MORAN: And who else has questions for  
4 Mr. Wardin?

5 MR. HARVEY: Staff based upon the --

6 THE WITNESS: Excellent cross of Miss Hamill?

7 MS. HAMILL: It wasn't cross.

8 JUDGE MORAN: It wasn't cross. It was just  
9 questioning.

10 MR. HARVEY: Based on the revisions to  
11 Mr. Wardin's affidavit that were made on Friday,  
12 I don't think we have any questions at this time.  
13 We may promulgate a data request of very modest  
14 scope but that would be it. We don't have any  
15 questions here.

16 THE WITNESS: We'd be happy to answer that.

17 MR. HARVEY: I know you would, Karl.

18 MR. ANDERSON: Assuming it's modest.

19 MR. HARVEY: Well, modest in the same sense as  
20 reasonable.

21 JUDGE MORAN: Does anybody else have any  
22 questions?

1 (No response.)

2 Then --

3 MS. HAMILL: I think Mr. Silver needs to be  
4 sworn in.

5 (Witness sworn.)

6 MICHAEL SILVER,  
7 called as a witness herein, having been first  
8 duly sworn, was examined and testified as  
9 follows:

10 CROSS-EXAMINATION

11 BY

12 MS. HAMILL:

13 Q. Mr. Silver, are you ready?

14 A. Certainly.

15 Q. Good afternoon. How are you?

16 A. I'm great.

17 Q. Good. Glad to hear it. Now, you're  
18 testimony or your affidavit as I understand it  
19 concerns whether SBC's nonrecurring charges for  
20 UNE-P combinations fall within the zone of  
21 reasonableness, correct?

22 A. That's correct.

1 Q. And the UNE-P combinations that you  
2 address include UNE-P combinations, right?

3 A. Yes, they do.

4 Q. UNE-P being UNE-P platform --

5 A. That's correct.

6 Q. -- loop switch transport?

7 And like Mr. Wardin, I take it, you've  
8 chose to perform a reasonableness comparison test  
9 by comparing SBC Illinois' rates or nonrecurring  
10 charges to NRC's or nonrecurring charges that  
11 have been found to be TELRIC compliant in three  
12 other SBC states?

13 A. That's correct.

14 Q. And you use the same three states as  
15 Mr. Wardin; that is, Texas, California, and  
16 Michigan, if I recall?

17 A. Yes.

18 Q. Now, at pages 4 to 5 of your affidavit,  
19 you discuss Attachment MDS1 to your affidavit;  
20 correct?

21 A. That's correct.

22 Q. And Attachment MDS1, if you'll go there

1 briefly. You list the nonrecurring charges  
2 applicable to UNE-P combinations in Illinois,  
3 Texas, California and Michigan?

4 MR. FOSCO: Cheryl, can we clarify or the  
5 record. Are you referring to the revised MDS1?

6 MS. HAMILL: I'm sorry. Revised Attachment  
7 MDS1. Thank you.

8 THE WITNESS: That's correct.

9 BY MS. HAMILL:

10 Q. I'm actually looking at Page 1 of that  
11 attachment currently.

12 A. There is only one page.

13 Q. Oh, you're right. The next one is two.  
14 All right. Good. Revised Attachment of MDS1.  
15 And revised Attachment MDS1 shows that -- for  
16 UNE-P combinations in Illinois there are two  
17 nonrecurring charges applicable. There is a  
18 dollar 2 UNE-P record work charge, right?

19 A. That's correct.

20 Q. And there is a \$20.21 loop connection  
21 charge?

22 A. Right.

1 Q. And actually there's a port connection  
2 element, but that rate is zero?

3 A. That's correct.

4 Q. For a grand total of \$21.23 for a UNE-P  
5 combination in Illinois, right?

6 A. Yes.

7 Q. Now, you compare that \$21.23 number to the  
8 number in Texas, California, and Michigan, right?

9 A. Yes.

10 Q. Okay. Now, the Texas rates, are those  
11 permanent rates, permanent nonrecurring charges  
12 to UNE-P combinations?

13 A. Well, they're permanent as opp- -- as  
14 comparable to your discussion with Mr. Wardin as  
15 opposed to -- they are not interim rates. They  
16 are rates --

17 Q. Are these -- are the rates that are listed  
18 for Texas the same rates that SWBT presented to  
19 FCC in its 271 application?

20 A. Yes, they are.

21 Q. What about California, are those -- do you  
22 see the California rates there?

1 A. Yes.

2 Q. Are those rates permanent nonrecurring  
3 charges for UNE-P combinations?

4 A. Similar to that -- the answer earlier as  
5 far as permanent goes.

6 Q. Not interim?

7 A. They're not interim, right.

8 Q. And were they permanent -- well, strike  
9 that.

10 Were these the rates that, I guess, is  
11 it Pat Bell out there --

12 A. That's correct.

13 Q. -- presented to the FCC for 271?

14 A. Yes, they are.

15 Q. And they were permanent when they were  
16 presented?

17 A. I believe each of these rates are  
18 permanent. Some of the rates that have been  
19 presented for FCC -- when we got FCC approval  
20 were interim rates, but I believe these  
21 individual rates were not interim.

22 Q. An you're talking about the California

1 nonrecurring charges?

2 A. That's correct.

3 Q. And let me step back to Texas. When SWBT  
4 presented these nonrecurring charges to the  
5 FCC -- when SWBT did, were those rates permanent  
6 at the time they were submitted?

7 A. Yes, they were.

8 Q. And Michigan, those are -- if I understand  
9 Mr. Wardin's testimony, these rates are permanent  
10 rates for nonrecurring charges applicable to  
11 UNE-P combinations?

12 A. Again, as opposed to interim, yes.

13 Q. Tell me what you did -- well, explain your  
14 zone of reasonableness analysis to me and tell me  
15 how you took the cost differences between  
16 Illinois and the three states listed on MDS1 to  
17 perform your zone of reasonableness analysis.  
18 What did it comprise?

19 A. Similarly it's exactly to what Mr. Wardin  
20 spoke of earlier. We took a look at the high  
21 cost model that was filed with the -- on the same  
22 basis that was filed with the FCC for California

1 and Texas. We looked at the loop cost and the  
2 non-loop cost and looked at the relationship  
3 between Illinois and California and Texas, we  
4 haven't done it for Michigan, and identified the  
5 variants there. And as long as we were within  
6 that reasonable zone, my figure was applicable.

7 Q. And that was the extent of your zone of  
8 reasonableness analysis?

9 A. That's correct.

10 Q. Do you know -- are the dollar 2 and the  
11 \$20.21 nonrecurring charges applicable to UNE-P  
12 platforms, if you know the rates that SBC  
13 Illinois intends to submit to the FCC for UNE-P  
14 combinations to comply with the X standard  
15 pricing requirements?

16 A. I think my answer would be similar to  
17 Mr. Wardin's in that -- depending on what we  
18 actually file when we make the filing, probably  
19 will be filing the existing tariff at that point  
20 in time plus, likely, some interconnection had  
21 agreement as well. Similar --

22 Q. But two -- Schedule A and Schedule N thing

1 with Kelly Fennell?

2 A. In Michigan.

3 Q. Okay. You mentioned at page 3 of your  
4 compliance affidavit paragraph 5 according to my  
5 notes that the currently effective Illinois  
6 nonrecurring charges for UNE-P combinations were  
7 approved by the Commission and in its order on  
8 reopening issued April 30th, 2002 in Docket  
9 No. 98-0396, right?

10 A. Yes.

11 Q. And if I recall the dockets kind of start  
12 melding together at some point, you were a  
13 witness in that proceeding, were you not?

14 A. Yes, I was.

15 Q. And did you participate in the reopening  
16 phase of that proceeding?

17 A. I believe I did. As you said they kind of  
18 run together, but I believe that was the phase I  
19 did participate -- I was not in the original  
20 phase.

21 Q. You were not in the first phase of  
22 98-0396?

1 A. No, I was not.

2 Q. But you believe you participated in the  
3 reopening?

4 A. That's correct.

5 Q. Okay.

6 MR. ANDERSON: Can I just add something here?  
7 I mean, the reopen phase is the phase that  
8 occurred -- there weren't any witnesses in that  
9 phase.

10 MS. HAMILL: Correct.

11 MR. ANDERSON: Do you understand what she's  
12 asking?

13 THE WITNESS: I guess not, no.

14 MR. ANDERSON: The TELRIC -- I think she's  
15 referring to Phase 1. The first phase she's talk  
16 about the original TELRIC compliance docket that  
17 resulted in an order issued in October of 2001,  
18 is that what you're referring to?

19 MS. HAMILL: No. Actually when I talk about  
20 the original phase in 98-0396, we actually had  
21 testimony hearings et cetera, et cetera, et  
22 cetera and got an order on October 16th of 2001

1 and that established nonrecurring charges for --

2 MR. ANDERSON: And were you asking if he  
3 participated in that phase, was that the  
4 question?

5 MS. HAMILL: Yes.

6 THE WITNESS: I thought you meant the  
7 original.

8 BY MS. HAMILL:

9 Q. No. No. Not of the original. That was  
10 96-0486. I guess I live with these numbers so  
11 daily that I assume everybody knows what they  
12 are.

13 A. That's fine.

14 Q. You participated in the first phase of  
15 98-0396?

16 A. Right.

17 Q. And you were a witness?

18 A. Yes, I was.

19 Q. I thought so. Now, do you recall that the  
20 Commission on its own motion reopened the 98-0396  
21 order?

22 A. I'm not sure which -- no.

1 Q. You don't recall that. Do you recall that  
2 the 98-0396 proceeding was reopened and the  
3 parties kind of got together and tried to reach  
4 agreement as to what nonrecurring charges would  
5 apply on an interim basis to various UNE-P  
6 combinations in the reopening phase because we  
7 only had 150 days to do the phase?

8 A. I really don't, no.

9 Q. You don't?

10 A. No.

11 Q. Do you recall that the parties reached  
12 agreement, meaning, SBC and CLECs and Staff that  
13 on an interim basis, the dollar 2 record work  
14 only and the \$20.21 line connection charge?

15 A. I don't rec- -- I've seen the order.

16 Q. Okay. And you recall that will those  
17 nonrecurring charges were agreed to and that  
18 those charges would apply on an interim basis,  
19 that the three parties agreed that that would be  
20 the case?

21 A. That's correct.

22 Q. And do you also recall that the parties

1     agreed that those -- because of the CLECs need  
2     for certainty that those rates would not be  
3     subject to TRU-UP? That was part of the overall  
4     agreement, do you recall that aspect?

5           A. That I do not recall, but I'll take your  
6     word for it.

7           Q. Okay. Well --

8           A. I mean, I've got the language here. I  
9     don't see anything that says it's subject to  
10    TRU-UP.

11          Q. Okay. And, in fact, in Ameritech  
12    Illinois' supplemental briefs on exceptions to  
13    the proposed order on reopening in 98-0396, SBC  
14    indicated as a concession to Staff and the CLECs,  
15    the Company also agreed to forego the opportunity  
16    for a TRU-UP with respect to the NRC's applicable  
17    to UNE-P combinations?

18          A. I believe that, yes.

19          Q. Now, my understanding is that in this  
20    docket, SBC is proposing to make those interim --  
21    well, make those nonrecurring charges that are  
22    applicable on an interim basis to UNE-P

1 combinations subject to TRU-UP?

2 A. It's my understanding that that's what the  
3 order said.

4 Q. Okay. Well, would you agree with me that  
5 to the extent that -- for whatever reason -- to  
6 the extent that SBC makes those rates now subject  
7 to TRU-UP would violate the agreement that the  
8 CLEC the Staff and SBC agreed to in the reopening  
9 phase in 98-0396 or is inconsistent with that  
10 agreement?

11 A. I'm not an attorney. That sounds like a  
12 legal question to me.

13 Q. Well, does that seem inconsistent to you  
14 as a layperson?

15 JUDGE MORAN: You're going to get him to agree  
16 to something, but he's telling you he's not an  
17 expert in the field.

18 MS. HAMILL: I'm not asking for a legal  
19 opinion. I mean, SBC agreed that these rates  
20 would not be subject to TRU-UP.

21 JUDGE MORAN: Let me ask a question about this  
22 because I may be the one that was all unclear

1 about this.

2 (Change of reporters.)

3 JUDGE MORAN: Doesn't the FCC require true-up  
4 in this situation regardless of what an agreement  
5 was?

6 MR. MICHAEL SILVER: I don't know. I don't  
7 know.

8 MR. KARL WARDIN: Could I speak?

9 JUDGE MORAN: What is this true-up language  
10 that the FCC keeps throwing out?

11 MR. KARL WARDIN: To me --

12 JUDGE MORAN: How do you reconcile that with  
13 this?

14 MR. KARL WARDIN: To me we had -- there was a  
15 proceeding, the Commission looked at the cost,  
16 they made adjustments to those rates and, you  
17 know, we had an agreement off line that really  
18 from an FCC perspective we don't really have to  
19 have a true-up related to those rates.

20 However, if you look -- and this is when  
21 we're getting to the labeling and what interim is  
22 and that, all interim rates from a FCC standpoint

1 would have to have a true-up mechanism of  
2 associated with those when we went in front of --  
3 and did our 271 filing.

4 But rates that the Commission looked at  
5 and made adjustments to and said that we think  
6 that these are the TELRIC rates on a going  
7 forward basis, you don't have to have a true-up  
8 mechanism or a zone of reasonable showing for  
9 those because the Commission has kind of done  
10 that.

11 JUDGE MORAN: All right.

12 MR. KARL WARDIN: So I mean we put that --  
13 Ms. Hamill, I'm sorry, we weren't trying to  
14 offend you by --

15 MS. HAMILL: I'm not offended. I'm just  
16 trying to -- I negotiated something. I want my  
17 agreement.

18 MR. KARL WARDIN: -- in a Catch-22 --

19 JUDGE MORAN: Because I think the Commission  
20 put in language saying that any time there wasn't  
21 a true-up provision, one should be put in  
22 effective as of the date of the order, and that

1 was done because it was the Commission's  
2 understanding that you needed that true-up  
3 provision when you're dealing with interim rates.

4 Now, maybe part of the problem is is  
5 that parties haven't defined clear enough what  
6 are the interim rates and where true-up provision  
7 is appropriate and not.

8 Could that be part of the problem?

9 MS. HAMILL: I missed the last part. I  
10 apologize.

11 MR. KARL WARDIN: You're right. There's a  
12 different understanding of the definition of what  
13 interim is and then what we really need to be  
14 doing a zone of reasonableness on.

15 JUDGE MORAN: Right, and what you need a  
16 true-up provision for, and so those things need  
17 to be made very, very clear for the Commission so  
18 that it could be right.

19 And maybe there is -- you know, the  
20 fault may not be theirs for not understanding  
21 this agreement. The fault may be that the  
22 Commission doesn't understand how this agreement

1 was put out on that.

2 MS. HAMILL: Right. How it came to be.

3 JUDGE MORAN: And how also it interconnects  
4 with the FCC language or doesn't.

5 MS. HAMILL: Right.

6 JUDGE MORAN: Okay.

7 MS. HAMILL: We can talk about this, get  
8 together, but I mean, you know, we --

9 JUDGE MORAN: It would certainly -- it would  
10 be helpful if you guys would get together and at  
11 least agree on it and at least stipulate to those  
12 things --

13 MR. KARL WARDIN: I think that between AT&T,  
14 MCI/WorldCom, if Owen wants to be part of that,  
15 staff and us, we can maybe stipulate on a few of  
16 these where a zone of reasonableness analysis  
17 isn't required and then --

18 MS. HAMILL: Because we've already had  
19 extensive discussions and that's how we reached  
20 our agreement in the first place.

21 JUDGE MORAN: Because really people didn't  
22 spend enough time on those remedial actions.

1 MR. KARL WARDIN: We felt bad putting that in  
2 but --

3 MS. HAMILL: Well, you should.

4 MR. KARL WARDIN: -- 271 is, you know, more  
5 important.

6 MS. HAMILL: Wait a minute. That's all in the  
7 eyes of the beholder.

8 MR. KARL WARDIN: I'd have to say, Cheryl,  
9 sorry, you know.

10 MS. HAMILL: I'm offended now.

11 MR. KARL WARDIN: I'll have to go back on that  
12 agreement.

13 MR. ANDERSON: The short answer is the reason  
14 that Mr. Wardin and Mr. Silver put language in  
15 their affidavit indicating that we would make  
16 these rates subject to true-up was in direct  
17 response both to the originally -- to the  
18 proposed order and then to the final order.

19 JUDGE MORAN: That's right. That language is  
20 definitively in there.

21 MR. ANDERSON: There was no intent to renege  
22 on an agreement.

1                   It was intended to respond to an order  
2 of the Commission.

3           MS. HAMILL: I think we could probably all get  
4 together and stipulate and nobody has to be  
5 reneging on anything.

6           JUDGE MORAN: I'm certain the Commission would  
7 be happy to make the appropriate adjustment  
8 provided everybody is on the same page and it's  
9 made clear as --

10          MS. HAMILL: That shortcuts things. Good.  
11 Let's move on to EELs. Just a couple questions  
12 on EELs, Mr. Silver, beginning at Page 5 of your  
13 affidavit. EELS, enhanced extended link, if you  
14 need that for your court reporter thing.

15                   MICHAEL SILVER,  
16 having been called as a witness herein, after  
17 having been first duly sworn, was examined and  
18 testified as follows:

19                   CONTINUED CROSS-EXAMINATION

20                   BY

21                   MS. HAMILL:

22           Q. Now, for EELs, you also did a zone of

1       reasonableness analysis by comparing your NRCs  
2       for EELs in Illinois to Michigan, Texas and  
3       California, correct?

4           A.   NRCs and recurring.

5           Q.   NRCs and recurring.  I stand corrected.  
6       You are right.

7                   And can you describe for me what that  
8       zone of reasonableness analysis consisted of for  
9       Michigan, Texas and California?

10          A.   Just exactly the same type of analysis we  
11       did for the UNE-P in that we just took a look --  
12       and primarily for the EELs, the easy part there  
13       was taking a look at the loop itself.

14          Q.   And when you say the same analysis, you're  
15       talking about the high cost model FCC analysis  
16       that --

17          A.   That's correct.

18          Q.   -- you talked to in conjunction with new  
19       UNE-P combinations?

20                   Those are my questions, thank you.

21           JUDGE MORAN:  Okay.  Are there any questions  
22       from -- Darrell, go ahead.

1 MR. TOWNSLEY: Yes.

2 CROSS-EXAMINATION

3 BY

4 MR. TOWNSLEY:

5 Q. Good afternoon, Mr. Silver. How you doing  
6 today?

7 A. Great.

8 Q. I'm Darrell Townsley. I'm with WorldCom.  
9 I just want to ask you a few questions about your  
10 affidavit.

11 And let me refer you to Page 7 of your  
12 affidavit where you have talked about clearly  
13 defined unbundled network element or UNE, all  
14 caps, rates.

15 Do you see that?

16 A. Yes.

17 Q. And you state in your affidavit that you  
18 demonstrate that the SBC Illinois' UNE rates are  
19 clearly defined, and you provide some examples  
20 within the attachments to your affidavit about  
21 typically requested UNE arrangements explaining  
22 how such services and products are billed under

1 tariffs, the GIA, which is the general  
2 interconnection agreement, or other agreements,  
3 correct?

4 A. Yes, I do.

5 Q. And the way I want to come at this, I  
6 guess, is to talk about the unbundled network  
7 element platform first and make sure I understand  
8 what rates, and I'll start with nonrecurring  
9 rates, what nonrecurring rates would apply to  
10 typically requested UNE-P products and services.

11 A. All right.

12 Q. Is it -- am I correct that attachment  
13 MDS 5 is where I find the nonrecurring charges  
14 and the citations to the tariff?

15 A. That's correct.

16 Q. Okay. And if I look at Page 1 of MDS 5,  
17 talks about -- the first thing listed is a basic  
18 analog loop, basic line port?

19 A. Yes.

20 Q. And it cites there a UNE-P work charge of  
21 a dollar two?

22 A. That's correct.

1 Q. You see that?

2 So that would apply if there were an  
3 existing SBC Illinois customer who is going to  
4 migrate to WorldCom or AT&T or some other carrier  
5 that was going to provide services to that  
6 customer via the UNE-P, correct?

7 A. That's correct.

8 Q. And you include here -- also included is  
9 an unbundled local switching or ULS, all caps,  
10 billing establishment charge of 138.12.

11 Do you see that?

12 A. Yes, I do.

13 Q. The 138.12, just to make sure I'm clear on  
14 that, that's a nonrecurring charge that applies  
15 on a -- is it a per central office basis?

16 A. Yes, it is.

17 Q. So once a carrier like WorldCom comes in  
18 and serves a customer through that central office  
19 via UNE-P, they pay 138.12 and they never have to  
20 pay 138.12 for the billing establishment charge  
21 for that CO again?

22 A. That's correct.

1 Q. So if WorldCom has customers in all --  
2 that it serves through all of the central offices  
3 that SBC Illinois has in the State of Illinois,  
4 we would have paid these nonrecurring charges and  
5 we wouldn't have to see them again so -- is that  
6 correct?

7 A. Yes, it is.

8 Q. So when we're migrating customers we  
9 should only see a dollar two nonrecurring charge  
10 with respect to customers that are simply  
11 migrated from SBC Illinois to WorldCom; is that  
12 correct?

13 A. Unless you may have a -- you have a  
14 potential to have something if you change  
15 features or have changed features, you might get  
16 that as well.

17 Q. What would that be?

18 A. The feature add change charge that's  
19 talked about in Section 15.

20 Q. Is that -- when you say Section 15, are  
21 you referring to the UNE-P tariff?

22 A. Yes, I am.

1 Q. Okay. So would that be -- just so the  
2 record is clear here, let me -- would that be  
3 Ameritech Illinois or SBC Illinois, CC -- tariff  
4 CC No. 20, Part 19, Section 15?

5 A. That's correct.

6 Q. Okay. And so you're suggesting to me that  
7 once I have a customer who's migrated over, if  
8 that customer wants an additional feature, for  
9 example, Caller ID that they did not have when  
10 the customer was migrated over, there may be a  
11 charge for that?

12 A. That's correct.

13 Q. What would that charge be?

14 A. Under the current tariff, it's to be  
15 determined.

16 Q. Under the current tariff that's to be  
17 determined?

18 A. That's correct.

19 Q. What page of the tariff are you looking  
20 at?

21 A. 10.

22 MS. CHARLENE KORDUS: Isn't it in your port

1 section as a translation charge?

2 Under the switching, the port section,  
3 not in ULSST section, but in your port section.

4 MR. MICHAEL SILVER: I think it's to be  
5 determined there as well.

6 MS. CHARLENE KORDUS: Yes, probably.

7 MS. HAMILL: What was the question?

8 MR. KARL WARDIN: The person has a migration  
9 and they add or drop features, is there another  
10 charge associated with that?

11 MS. HAMILL: Well, if it's a migration as is.

12 MR. KARL WARDIN: But the answer was yes, a  
13 dollar two for migration as is, but if you do a  
14 conversion and you're changing the features, what  
15 was the charge then.

16 MR. MICHAEL SILVER: Right.

17 MR. KARL WARDIN: Okay.

18 MS. HAMILL: That's the question?

19 MR. KARL WARDIN: That's what we're answering  
20 right now.

21 We would agree that the dollar two for  
22 migration is the rate you should see.

1           He's answering a different question than  
2 the original question.

3           MR. MICHAEL SILVER: The question I  
4 interpreted was is that literally the only thing  
5 you would pay.

6           And the potential does exist that if you  
7 would want to add other things, you wouldn't be  
8 limited to that dollar two.

9 BY MR. TOWNSLEY:

10          Q. But you would only see those charges after  
11 the customer had been migrated?

12          A. That's correct.

13          Q. In other words, once the customer is  
14 migrated with all features and functionalities  
15 that he currently has as is, it's a dollar two  
16 migration charge?

17          A. That's correct.

18          Q. Now, do you have the UNE-P tariff in front  
19 of you?

20          A. Yes, I do.

21          Q. If you look at the third revised sheet No.  
22 9, you look under -- is -- hopefully we're

1 working from the same document here.

2 On that page does it say rate  
3 application and prices nonrecurring charges?

4 A. Uh-huh.

5 Q. It's got two points there?

6 A. Yep.

7 Q. Under the second point it says additions  
8 or changes to an established UNE-P customer  
9 service dollar two, record work only charge?

10 A. Yes.

11 Q. Does that -- does that indicate to you  
12 that as a carrier, if I have an established UNE-P  
13 customer and that customer wants a new feature  
14 such as call waiting or Caller ID, that I would  
15 be charged a dollar two to add that feature to  
16 that customer's account?

17 A. Record work only charge in that case is  
18 not applied to the features there -- I'm trying  
19 to think. I don't have it here.

20 The record work only charge has to do  
21 with changing information for the customer as  
22 opposed to features and so forth.

1                   Name changes.   Address changes.

2           MR. TOWNSLEY:  I guess I'm a little confused  
3   because that's not what was discussed when we  
4   were talking about these charges, was it, Mr.  
5   Wardin?

6           MR. KARL WARDIN:  I have think we agreed to  
7   the dollar two.

8           MR. TOWNSLEY:  Right.

9           MR. KARL WARDIN:  I'll -- Mike wasn't there  
10   so --

11          MR. TOWNSLEY:  I don't mean to -- I'm not  
12   trying to take advantage of him or anything.

13          MS. HAMILL:  Or offend him.

14          MR. TOWNSLEY:  I'm just trying to understand  
15   what it is I should be seeing on --

16          MR. KARL WARDIN:  It really should have been a  
17   dollar eight but we acquiesced and said a dollar  
18   two in the interim.

19          MR. MICHAEL SILVER:  I know what you're  
20   talking about, okay.

21   BY MR. TOWNSLEY:

22          Q.  So with what Mr. Wardin said, it would

1 make sense to you that to the extent that I have  
2 an established customer and they add a feature or  
3 function to their existing service, the CLEC  
4 should be charged a dollar two?

5 I'd see a dollar two on my bill from  
6 that?

7 A. I remember that conversation, yes.

8 Q. Is there anything else that might be out  
9 there in terms of nonrecurring charges that I  
10 would see for any activities related to a UNE-P  
11 account?

12 A. Well, as it says in that same paragraph,  
13 if you add or change Centrex system features,  
14 you'll be charged accessible charges --  
15 applicable charges.

16 Q. But -- and again, I'm not talking about  
17 Centrex.

18 A. Just --

19 Q. Just straight UNE-P.

20 A. Yeah.

21 MR. KARL WARDIN: There might be a charge for  
22 change in port types.

1           So if you had a basic line port and went  
2 to an ISDN line port -- I know I am not trying to  
3 make it more complicated than we already agreed,  
4 there would be some nonrecurring charges. There  
5 would be a nonrecurring charge associated with  
6 that also.

7           If you're just talking about a basic  
8 meaning that --

9           MR. TOWNSLEY: Basic line, residential.

10          MR. KARL WARDIN: We're just talking about a  
11 basic line port, just so we're -- when you talk  
12 about residential, we have got ISDN for  
13 residential, we can have -- it's a different port  
14 type than just a standard --

15          MR. TOWNSLEY: If WorldCom came in, I had a  
16 residential customer basic line with the basic  
17 line and I wanted that customer moved to an  
18 integrated services digital network, or ISDN  
19 line, what nonrecurring charge would apply to  
20 that and where would I find that?

21          MR. KARL WARDIN: There would be a conversion  
22 charge of a dollar eight for the port type and

1 then there might be --

2 MR. TOWNSLEY: Where -- just so we're clear,  
3 where would I find that?

4 That would be in the unbundled local  
5 switching tariff?

6 MR. KARL WARDIN: Right now we're looking in  
7 the UNE-P tariff, Section 15.

8 MR. TOWNSLEY: Okay.

9 MR. KARL WARDIN: Page 10, third revision,  
10 Sheet No. 10.

11 MS. HAMILL: What revised sheet was that?

12 MR. MICHAEL SILVER: Third.

13 MR. KARL WARDIN: Third revised sheet, No. 10.

14 MR. TOWNSLEY: I see, okay.

15 MR. KARL WARDIN: The first charge of a dollar  
16 eight, the change from one type of line port to  
17 another per each change, and then, you know,  
18 third item listed there is the ISDN prime port  
19 per port add, rearrange channels, and that would  
20 be 2917.

21 MR. TOWNSLEY: But what are the -- what are  
22 the various types of ports that I would be

1 switching a customer from to from a basic line  
2 port to ISDN or --

3 MR. KARL WARDIN: It can go -- from a  
4 layperson standpoint, you can go from a plain  
5 POTS, that's just basic port, I might give  
6 somebody ISDN capability so that would be an ISDN  
7 type of port.

8 Normally you wouldn't be converting  
9 somebody into a Centrex arrangement like a  
10 residential person although some CLECs have done  
11 that.

12 However, you know, on a business  
13 perspective, you might take somebody from a plain  
14 business line to a Centrex system, you know,  
15 because you want to give them some different  
16 functionality so you might convert from a -- you  
17 know, they might be being offered on a POTS thing  
18 and you're converting it to a Centrex type of  
19 system.

20 MR. TOWNSLEY: That's when the dollar eight  
21 would apply and --

22 MR. KARL WARDIN: Plus whatever port NRC would

1 be associated with that.

2 BY MR. TOWNSLEY:

3 Q. Okay. I want to stick to basic line ports  
4 and kind of POTS, plain old telephone service,  
5 that WorldCom or other CLECs might be providing  
6 residential customers, for example.

7 Now, we have gone through the scenario  
8 where we are just migrating a customer from SBC  
9 Illinois to another CLEC and it sounds like  
10 really I'm only going to get charged a dollar two  
11 for that and then I may see a dollar two if I add  
12 or change features?

13 A. Exactly.

14 Q. But unless I'm doing something fancy I'm  
15 not going to see -- shouldn't be seeing any other  
16 nonrecurring charges on my bills, right?

17 A. That's correct.

18 Q. For a new customer, if there's a new  
19 customer moving in from out of state, I want to  
20 provide service as a CLEC provides service to  
21 them using the unbundled network element  
22 platform, I can do that through your tariff,

1 correct?

2 A. Yes, you can.

3 Q. I just want to understand the nonrecurring  
4 charges that I see in that situation, and I think  
5 that's also included in your Silver MDS 5; is  
6 that correct?

7 A. Yes, it is.

8 Q. Or is it MDS --

9 A. Scenario 6.

10 Q. Scenario 6, which is Page 5 of 12 --

11 A. Right.

12 Q. -- in MDS 5?

13 A. Yes.

14 Q. Actually if I go back to Page 4, visit  
15 Scenario 5?

16 MR. ANDERSON: I have a Scenario 3 on Page 3.  
17 Is that relevant?

18 MR. MICHAEL SILVER: Sure.

19 MR. TOWNSLEY: That's the one I'm looking for.

20 MR. ANDERSON: Okay.

21 BY MR. TOWNSLEY:

22 Q. So the nonrecurring charges that I'd

1 expect to see if I were going to serve that  
2 customer that new line via UNE-P would be a  
3 dollar two which is the service order charge,  
4 correct?

5 A. Yes.

6 Q. And then \$20.21 which is a charge for line  
7 connection; is that correct?

8 A. That's correct.

9 Q. And I would find those charges in your  
10 UNE-P tariff?

11 A. Yes, you will.

12 Q. Okay. Any other nonrecurring charges I'd  
13 see associated with that?

14 A. Again, if it's -- similar to what we  
15 showed on the first page, if you were just coming  
16 into a central office for the first time, you  
17 have the billing establishment and any of these  
18 other ancillary things that you may be adding  
19 onto it.

20 Q. If I was brand new coming into a new CO  
21 I'd pay 138.12 to be able to serve customers  
22 through that CO.

1           Once I pay that, I never have to pay  
2 that again and shouldn't be seeing it on my  
3 bills?

4           A. That's correct. As Karl is pointing out,  
5 any -- if you did customize routing or any  
6 ancillary issues that you were ordering, you'd  
7 also have to pay for those.

8           MR. KARL WARDIN: On a per switch basis also.  
9 Just like -- you know, it's stated in the tariff.

10          MR. MICHAEL SILVER: If you go right to, for  
11 instance, the example that we're talking about  
12 right now, if you go to -- Page 12, the very  
13 first one, two-wire analog -- two wire basic  
14 analog loop or basic line port.

15 BY MR. TOWNSLEY:

16          Q. When you say Page 12, you're talking about  
17 page --

18          MR. KARL WARDIN: Part 19, Section 15,  
19 original Sheet No. 12.

20          MR. TOWNSLEY: Okay.

21          MR. MICHAEL SILVER: There lays out the  
22 possible charges you could have.

1 BY MR. TOWNSLEY:

2 Q. What are you talking about, like the --

3 A. Got the billing establishment that we have  
4 talked about. You have got customized routing.  
5 And that's limited.

6 Q. Customized routing, the LCC, is that what  
7 you're referring to?

8 A. Yes.

9 MR. KARL WARDIN: That's line class code,  
10 customized routing.

11 MR. TOWNSLEY: That's on a per switch basis?

12 MR. KARL WARDIN: Yes.

13 MR. TOWNSLEY: So I could serve 50,000  
14 customers off of that and pay \$232 once and not  
15 have to --

16 MR. KARL WARDIN: We'd just turn the switch  
17 over to you and you can just run it at that  
18 point.

19 MR. TOWNSLEY: That's fine.

20 MS. HAMILL: Can we stipulate to that?

21 MR. KARL WARDIN: Become a facilities based  
22 provider.

1 BY MR. TOWNSLEY:

2 Q. As a general matter, I shouldn't be seeing  
3 any other nonrecurring charges other than the  
4 ones we have discussed here on my bills?

5 A. That's right.

6 Q. Okay. Now, Mr. Silver, have you ever  
7 looked at bills that SBC Illinois generates and  
8 sends to its CLEC customers?

9 A. No, I have not.

10 Q. Do you talk to people at your company who  
11 are involved in -- on the billing side, wholesale  
12 billing?

13 A. About what's on the bill?

14 Q. Yes.

15 A. No.

16 Q. So you have -- even though your affidavit  
17 talks about clearly defined rates for UNE  
18 combinations and what CLECs can expect on their  
19 bills, you have never seen a bill or talked to  
20 folks in your company about what goes on those  
21 bills?

22 A. That's correct.

1           Q.  Is it your understanding that on a CLEC  
2  bill, we would see items that would correspond to  
3  rates and terms and conditions and terms that  
4  appear in your tariff?

5           A.  I'm sorry, could you repeat the question?

6           Q.  Is it your understanding that when SBC  
7  Illinois renders a bill, the CLEC should be able  
8  to take that bill, look at it, see a rate on the  
9  bill and go to the tariff and figure out where  
10 that rate comes from?

11                   In other words, that it would be clearly  
12 defined?

13           A.  On the bill or on the tariff?

14                   I mean, the tariff as far as my  
15 testimony talks about the fact that you can go to  
16 the tariff and understand what it is that you're  
17 going to be charged.

18                   As far as what the bill looks likes, I  
19 just said I haven't seen those, so I can't speak  
20 to that.

21           Q.  So based on our conversation I should be  
22 able to clearly understand what I'd be charged

1 for UNE-P, right?

2 A. Yes.

3 Q. Are you familiar with universal service  
4 ordering codes or what are called USOCs?

5 A. In general terms.

6 Q. Can you describe for me what a USOC is?

7 A. Basically it identifies for purposes of  
8 billing how -- what rate applies to what rate  
9 element that's been ordered.

10 Q. Do you know from your experience in  
11 working with the tariffs, do you know what USOCs  
12 line up with what rates and items in your tariff?

13 A. I do not, but the -- our product managers  
14 would that I deal with.

15 Q. Let me read to you some USOCs and some  
16 rates associated with them and see if you can't  
17 help me understand what they are.

18 There is a USOC that is labeled N, as in  
19 Nathan, R, as in return, 9 F, as in Frank, 6.  
20 NR9F6, and there is a very brief description of  
21 that in the CLEC handbook that says  
22 SVCORDCHRGES-record ORD-basic port. It has a

1 rate associated with it of \$15.97.

2 Can you tell me, Mr. Silver, where I can  
3 find that in your tariff or what that charge  
4 would be for?

5 A. Not off the top of my head, no. I'd have  
6 to look at it and see if I can do anything with  
7 it.

8 Right now I can't just from listening to  
9 it.

10 Q. You have got the tariff there in front of  
11 you?

12 A. Yes, I do.

13 Q. Can you find anything that -- any rate  
14 that lists a charge of \$15.97 that might be  
15 associated with UNE-P service and basic port  
16 charge?

17 A. I do not see a rate of 15.97.

18 Q. In the UNE-P tariff?

19 A. In the UNE-P tariff.

20 Q. How about your unbundled local switching  
21 tariff?

22 A. I do not have a copy of the local

1 switching tariff.

2 Q. Does Mr. Wardin have a copy?

3 MR. KARL WARDIN: I didn't bring one with me.

4 MR. TOWNSLEY: Okay. Well, I guess let me go  
5 ahead and make a request for the USOCs I'm going  
6 to be citing to and the rates that I'm finding  
7 associated with them and see if you can --

8 MR. ANDERSON: Can I ask what you're referring  
9 to when you're reading those USOCs?

10 MR. TOWNSLEY: Yes. I'm referring to some  
11 items that WorldCom has seen on the wholesale  
12 bills that have rendered to it as UNE-P provider  
13 from SBC Illinois.

14 MR. MICHAEL SILVER: Could they be from your  
15 interconnection agreement?

16 MR. TOWNSLEY: Well, since we purchase UNE-P  
17 through your tariff, I don't understand how there  
18 would be a different rate than the rate that the  
19 Commission has approved and it appears in your  
20 tariff.

21 BY MR. TOWNSLEY:

22 Q. Is there some other rate that we should be

1       aware of?

2           A.   I don't know, but I'm just wondering since  
3   I haven't seen that and I don't know what you're  
4   talking about --

5           MR. ANDERSON:   It's kind of difficult to  
6   answer these questions the way you're asking them  
7   without knowing what the bill exactly is for,  
8   when it was rendered, without having seen --

9           MR. TOWNSLEY:   Karl, this is what CLECs see  
10   when the bills get rendered to us.

11                   And Mr. Silver is here testifying about  
12   how SBC Illinois has clearly defined rates for  
13   the services and products it provides.

14                   And I'm going to -- getting questions  
15   from my billing folks saying what the heck are  
16   all these rates we're being charged for our UNE-P  
17   service.   We don't understand --

18           JUDGE MORAN:   Haven't they tried to contact  
19   Ameritech and ask about --

20           MR. TOWNSLEY:   We talk to Ameritech on a daily  
21   basis, your Honor.

22           JUDGE MORAN:   Okay.   Okay.   Okay.

1                   And what happened?

2           MR. TOWNSLEY: We don't get answers. That's  
3 the problem, your Honor.

4           JUDGE MORAN: Why don't you get answers?

5           MR. TOWNSLEY: Your Honor, I have got an  
6 affiant here. I'm trying to understand -- he's  
7 talking about clearly defined rates.

8                   If we're going to get down to the  
9 nitty-gritty of where these clearly defined rates  
10 that CLECs are supposed to be able to locate and  
11 have a reasonable expectation that that's what  
12 they're going to be charged, I'd like to hear it  
13 from their expert.

14          JUDGE MORAN: You also have to provide their  
15 expert with what the heck you're talking about.

16          MR. TOWNSLEY: I am. I'm going to provide him  
17 the USOCs, I'm providing him a rate, and I'd like  
18 him to tell me where it comes from.

19          JUDGE MORAN: Wait. Wait. You're providing a  
20 rate. You need to lay a foundation. Where did  
21 that appear --

22          MR. TOWNSLEY: I thought we were at a

1 workshop, your Honor.

2 JUDGE MORAN: Well, you're treating it like  
3 cross-examination. I'm going to put you to the  
4 burden of cross-examination.

5 Yes, it is a workshop. But you guys --  
6 you want it both ways, okay, and you can't have  
7 it both ways.

8 And even on a workshop, on a workshop  
9 even more so you bring in all your papers and  
10 say --

11 MR. TOWNSLEY: So it doesn't matter --

12 JUDGE MORAN: -- I'm having a problem here.

13 MR. TOWNSLEY: Your Honor, I'm, you know --

14 JUDGE MORAN: I'm not saying you're not going  
15 to get the answer.

16 I'm saying give the man enough  
17 information to give you the answer.

18 MR. TOWNSLEY: Okay. I will. Let me go down  
19 USOC by USOC. I'll give the number of the USOC  
20 and I'll give you a rate. And if you can direct  
21 me to where I can find that --

22 MR. KARL WARDIN: Can you give us a copy of

1 the sheet so we can even figure out -- it might  
2 enable us, trigger some thoughts.

3 JUDGE MORAN: Why are you holding onto  
4 something, Darrell, and not sharing?

5 MR. TOWNSLEY: Because it includes the number  
6 of items we have been charged, some what would be  
7 highly confidential information.

8 JUDGE MORAN: If you've got something  
9 confidential, fold it over.

10 MR. KARL WARDIN: I don't know why it would be  
11 confidential to us.

12 JUDGE MORAN: It's not confidential to them.

13 MR. TOWNSLEY: I'll go stand next to  
14 Mr. Silver.

15 JUDGE MORAN: Exactly. And it's a workshop,  
16 go stand next to him.

17 MR. TOWNSLEY: Okay. All right, Mr. Silver.

18 JUDGE MORAN: Share. All right.

19 BY MR. TOWNSLEY:

20 Q. Mr. Silver, let's go USOC by USOC here.

21 USOC MWMISC-maintenance of service. We  
22 are charged a rate of \$26.79.

1                   Where would I find that in the tariff?

2       Let me see -- let me make sure that this is --

3           MS. HAMILL:   What was the USOC for that?

4       BY MR. TOWNSLEY:

5           Q.   USOC is MVD miscellaneous maintenance of  
6       service charge -- well, I guess what I'd like to  
7       know is I see a dollar two on here.   That's one  
8       line item.

9                   Then I see service order charges, record  
10       order, basic port, \$15.97.

11                   I'm trying to find that in your tariff.

12       I don't find it, Mr. Silver.

13                   Can you find it for me?

14           MR. KARL WARDIN:   Is that a regional bill or  
15       just for Illinois?

16           MR. TOWNSLEY:   This is Illinois.

17       BY MR. TOWNSLEY:

18           Q.   Service order charge initial basic port,  
19       \$17.37?

20           MR. ANDERSON:   Can I make a suggestion?

21       BY MR. TOWNSLEY:

22           Q.   USOC NR9UU, where can I find in your

1 tariff, Mr. Silver, the rate of \$17.37?

2 JUDGE MORAN: Okay, I want you guys to take  
3 that back and have those questions answered for  
4 Mr. Townsley.

5 If you can't answer them now, I want  
6 them answered for Mr. Townsley in writing.

7 MR. TOWNSLEY: Thank you.

8 I'll provide you a list of the USOCs and  
9 the rates that apply to them and I would like  
10 those answers in writing, and I think everybody  
11 should get copies of them.

12 MR. KARL WARDIN: If you give us the, you  
13 know, like the description --

14 MR. TOWNSLEY: I'll give you the USOC.

15 MR. KARL WARDIN: -- the first kind of left  
16 three columns so we -- you know, like what the  
17 description is, what the USOC is, what the rate  
18 is.

19 MR. TOWNSLEY: I'll give you the USOC -- let  
20 me give you this, I'll give you the USOC. When I  
21 go to CLEC On Line, there's a --

22 MR. KARL WARDIN: Why don't you just give

1 us -- I don't mean to be argumentative but if you  
2 gave a copy of the bill, that's --

3 MR. TOWNSLEY: You have got the bills. You  
4 got my bills, Karl.

5 JUDGE MORAN: Darrell, Darrell, yeah, but you  
6 know what, what are they going to do, dig through  
7 your bills? That's insane.

8 MR. TOWNSLEY: I have to do it, your Honor.

9 JUDGE MORAN: I will make a copy at the Xerox  
10 machine -- yeah, but this is your case, honey.  
11 It is.

12 I am taking -- I am going to make a copy  
13 of this. All right. No one is going to see it.  
14 Right? This is the --

15 MR. TOWNSLEY: I understand that, your Honor.

16 JUDGE MORAN: I'm going to make a copy and I'm  
17 going to give it to them.

18 MR. ANDERSON: Can I ask a question about that  
19 document, just a simple question.

20 Is that a copy of the actual bill or is  
21 that a spreadsheet you put together.

22 MR. TOWNSLEY: The bill comes in EDI format,

1 so it is accessed via computer systems and it  
2 flows into charts.

3 MR. ANDERSON: But that's a chart you  
4 prepared?

5 MR. TOWNSLEY: This is a chart -- our billing  
6 folks who look at these bills pull down the  
7 NRCs -- I asked them pull down NRCs we are being  
8 charged by SBC Illinois and that's the form they  
9 come in with the USOC, with the rate, and the  
10 number of times we have been billed for each of  
11 those USOCs.

12 MR. ANDERSON: Is there a way from that --

13 JUDGE MORAN: Where is the real bill?

14 MR. TOWNSLEY: You want the bill? It's in EDI  
15 computer format. It takes up 900,000 lines of  
16 information. It's not something I can print out.

17 JUDGE MORAN: How often do these bills come?  
18 Maybe I don't understand this.

19 How often do --

20 MR. TOWNSLEY: I guess monthly.

21 JUDGE MORAN: So are you asking the question  
22 on this last month's bill.

1           MR. TOWNSLEY: I'm asking -- I have got rates  
2 here, your Honor, dating back to October of last  
3 year all the way through January, up through  
4 January of this year on USOCs we were being  
5 billed, the rate they're being billed at and the  
6 number of times we're being billed for that  
7 particular rate, and they don't make any sense,  
8 your Honor.

9           MR. ANDERSON: One thing I would point out is  
10 that the rates for the UNE-P combinations at  
11 least have changed since October of 2001, if  
12 that's -- are you referring to 2002.

13          MR. TOWNSLEY: No, I'm looking at ones that  
14 are here for January, Karl, for January. This is  
15 current month.

16          MR. ANDERSON: Is there a way from looking at  
17 that that we can tell what bill that -- what bill  
18 that's coming from?

19          MR. MICHAEL SILVER: What period.

20          MS. HAMILL: He has it month by month, I  
21 think.

22          MR. TOWNSLEY: It's from the MCI Metro bill

1 that you guys send to us via EDI, BOS, BDT  
2 format, whatever it is that you send to our  
3 folks.

4 MR. KARL WARDIN: You're asking us to  
5 stipulate to the fact that your finance  
6 department has correctly identified --

7 MR. TOWNSLEY: You have got the bill, Karl.  
8 I'm asking you -- you can go back and you can --

9 MR. KARL WARDIN: You're asking me a question  
10 about that page.

11 JUDGE MORAN: How about this -- how about  
12 this, go back, look on your bill, see if the last  
13 bill, for example, has these bills.

14 MR. KARL WARDIN: What might be helpful is  
15 just to get the USOC. I don't care about the  
16 rest of the stuff.

17 MR. TOWNSLEY: I'll write all the USOC and the  
18 rates next to it and ask you to provide --

19 MR. KARL WARDIN: Now that we know it's kind  
20 of like --

21 MR. TOWNSLEY: What the source is.

22 MR. KARL WARDIN: -- the financial people

1 made --

2 MS. HAMILL: Could we get copies as well. We  
3 have our own billing issues.

4 MS. CHARLENE KORDUS: We have our own billing  
5 problems.

6 MS. HAMILL: And I think they're probably --

7 MS. CHARLENE KORDUS: Very similar.

8 MS. HAMILL: Yeah. Thank you.

9 MR. FOSCO: Just for the record, staff has  
10 been assuming that they'll get copies of every  
11 written response that people will make.

12 MR. ANDERSON: At this point I'm not -- maybe  
13 Karl understands. I'm not sure what it is from  
14 AT&T that we're asked to provide.

15 He's got a spreadsheet with certain  
16 USOCs and with certain rates he's questioning. I  
17 understand he's going to give that information to  
18 us and we'll look at it. I don't know whether  
19 it's the same rate or USOC information. He says  
20 it's confidential. I don't know whether he's  
21 going to share it with --

22 MR. TOWNSLEY: The only thing that's

1 confidential on here, I think, is the amount of  
2 times that you have charged us for a particular  
3 USOC.

4 MS. HAMILL: We don't want that.

5 MR. ANDERSON: You want the same information  
6 he's looking for with respect to what's on that  
7 sheet.

8 MS. HAMILL: In terms of the USOC and the  
9 charge and what it's for because while we have  
10 not shared bills, we have had enough  
11 conversations and it's clear we have a lot of the  
12 same billing problems so that may at least help  
13 clarify our bills as well somewhat.

14 MR. TOWNSLEY: Maybe if you guys have specific  
15 USOCs you want to give to me, I'll put it all in  
16 one and give it to them and ask for it back in  
17 writing.

18 Does that work?

19 MS. HAMILL: We'll provide extra -- to the  
20 extent that your USOCs are not our USOCs --

21 MR. TOWNSLEY: I think they are.

22 MS. HAMILL: I think they are, too.

1 MR. TOWNSLEY: But there's a whole list of  
2 them.

3 MR. ANDERSON: So you're going to provide us  
4 the list of USOCs and rates from that sheet to  
5 Karl.

6 MR. TOWNSLEY: Yeah. Let me do that. I'll  
7 consult with some other folks and see if they  
8 have anything they want added, USOCs, and we'll  
9 get everything back in writing.

10 If we get that, then I'm happy. I'm  
11 set.

12 Thank you very much.

13 MR. FOSCO: Mr. Townsley, so we're clear on  
14 the record, is it your representation that under  
15 MCI's interconnection agreement it incorporates  
16 the UNE tariffs by reference?

17 Is that your understanding?

18 MR. TOWNSLEY: Well, we have been told by SBC  
19 when we tried to provide UNE-P the first time  
20 that the shared transport that was part of our  
21 interconnection agreement was not the same shared  
22 transport that they used to provide their UNE-P

1 so we had no choice but to purchase UNE-P and  
2 shared transport out of the tariffs.

3 In fact, there's language in the tariff  
4 that says even if you have an interconnection  
5 agreement you can purchase out of the tariff.

6 And because I have been told that the  
7 shared transport that's referred to in my  
8 interconnection agreement is not the shared  
9 transport that they used to provide UNE-P, I  
10 guess it can't come out of my --

11 MR. FOSCO: MCI is buying straight out of the  
12 tariff as you understand it?

13 MR. TOWNSLEY: That's my understanding.

14 MR. FOSCO: It just kind of helps put it  
15 together in Mr. Alexander's testimony this  
16 morning.

17 MR. TOWNSLEY: I'm sorry if it wasn't clear.

18 I have got nothing further.

19 JUDGE MORAN: Anybody else have questions for  
20 Mr. Silver?

21 MR. JAMES ZOLNIEREC: Staff has a number of  
22 questions for Mr. Silver.

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CROSS-EXAMINATION

BY

MR. JAMES ZOLNIEREK:

Q. There's a number of questions, sort of a technical clarification, I think, that maybe you can clarify whether certain numbers are correct or incorrect.

A. Okay.

Q. First an easy one.

If you go to MDS 2B. 2B, as in boy. Page 2 of 9. Just let me know when you're there.

In the Scenario 1 to the EELs two-wire analog to DS1, if you look in the left-hand side of the Illinois column?

A. Yep.

Q. If you go to total nonrecurring, it looks like that's actually a sum of everything above recurring and nonrecurring?

A. Yes, it does.

Q. Then in the total you add a couple bucks. I think that's -- it doesn't flow through to the --

1 A. Right.

2 Q. -- to the summary chart. It doesn't flow  
3 through.

4 MS. HAMILL: What page are you on,  
5 Dr. Zolnierrek?

6 MR. FOSCO: It's Page 2 of 9.

7 MS. HAMILL: Page 2 of 9 okay.

8 MR. KARL WARDIN: That's where the --

9 MR. ANDERSON: I'm sorry. I'm not following.

10 MR. MICHAEL SILVER: That should be about --  
11 that should be.

12 MR. JAMES ZOLNIERREK: The correct figure I  
13 think is 7180.31, if you sum them up. The bottom  
14 figure just adds a couple bucks. I don't know  
15 where that came from.

16 MR. MICHAEL SILVER: Yeah, you're correct. I  
17 don't know what the -- I can't --

18 BY MR. JAMES ZOLNIERREK:

19 Q. In the summary chart it's correct. It's  
20 just the support chart for some reason there's --

21 MR. ANDERSON: I'm not following.

22 But is it the total nonrecurring --

1 MR. MICHAEL SILVER: Total nonrecurring.

2 (Whereupon, a discussion

3 was had off the record.)

4 MR. JAMES ZOLNIEREK: The total nonrecurring  
5 line is actually a sum of nonrecurring and  
6 recurring, and then the total charges for 12  
7 months is the total for everything plus four  
8 dollars or five dollars from somewhere that I  
9 think is just a typo.

10 MR. MICHAEL SILVER: Okay.

11 MR. ANDERSON: Both lines may be incorrect but  
12 the correct numbers are on the summary charge.

13 MR. JAMES ZOLNIEREK: That's correct.

14 MR. MICHAEL SILVER: The 7180 is the correct  
15 number for the total. It's just this -- the  
16 nonrecurring line is missing.

17 MR. ANDERSON: I get it.

18 MR. JAMES ZOLNIEREK: Then if we move to EELs  
19 chart MDS 4, I have a number of, I think, what  
20 may be typos or I'm not sure.

21 Start with Page 1 of 6.

22 MR. ANDERSON: I'm sorry, what?

1 MR. JAMES ZOLNIEREK: MDS 4.

2 BY MR. JAMES ZOLNIEREK:

3 Q. To put this in context, in Paragraph 24 of  
4 the affidavit, I think Mr. Silver says these  
5 provide examples where it can be shown that the  
6 tariff can lead to what the charges are --

7 A. Right.

8 Q. -- in certain scenarios.

9 Are you on MDS 4, Page 1 of 6?

10 A. Yes, I am.

11 Q. Scenarios 3 and 4, those appear to be --  
12 the scenarios list EEL four-wire analog loops in  
13 both cases, and it looks to me like those are  
14 charges for two-wire loops.

15 If you look, the loop charges match  
16 Scenario 1 and 2.

17 A. Right.

18 Q. So I think that -- if anybody needs it, I  
19 have got a copy of the EEL tariff, if you'd like  
20 to see that.

21 A. The tariff -- it looks to me like the  
22 charges match the tariff.

1           MR. ANDERSON:  Jim, which charge in Scenarios  
2    3 and 4 were you questioning specifically?

3           MR. JAMES ZOLNIEREK:  The two-wire analog  
4    connection per termination, the actual -- the  
5    scenario says it's a four-wire.

6           MR. MICHAEL SILVER:  I see.  So you're saying  
7    it should say four-wire analog?

8           MR. JAMES ZOLNIEREK:  You're setting up a  
9    four-wire scenario but you actually put in  
10   two-wire in the detail.

11          MR. MICHAEL SILVER:  Gotcha.

12          MR. ANDERSON:  So it's a typo in the line  
13    describing the connection charge but not a typo  
14    in the number.

15          MR. JAMES ZOLNIEREK:  The rate -- no, the rate  
16    is incorrect.  The rate is a two-wire charge so  
17    it should be a four-wire charge.

18          MR. MICHAEL SILVER:  But they're the same.  If  
19    I look at page -- sheet -- third revised sheet  
20    No. 4, EEL four-wire analog loop.

21          MR. TOWNSLEY:  202.10 is the one that you're  
22    talking about?

1 MR. MICHAEL SILVER: Right.

2 MR. KARL WARDIN: Well, it's \$20.21 I think  
3 multiplied in the scenario.

4 MR. MICHAEL SILVER: Right.

5 MR. JAMES ZOLNIEREK: Okay.

6 MR. MICHAEL SILVER: It's just a typo.

7 BY MR. JAMES ZOLNIEREK:

8 Q. So it looks like the description is wrong.

9 Then also the description under the  
10 number of loops, I would assume if that's a  
11 four-wire, there's only one loop in each case for  
12 Scenario 3 and 4.

13 You have got ten loops there.

14 A. No, we still assume ten loops.

15 Q. Okay. Ten four-wire loops?

16 A. Right.

17 Q. Okay. So just to be clear, the correction  
18 there is just in the detail. It should say  
19 four-wire instead of two-wire?

20 A. Exactly.

21 Q. Scenarios 5 and 6 on the next page,  
22 Page 2 of 6. Those appear to be identical with

1 the Scenarios 1 and 2 and maybe I'm missing  
2 something but I couldn't figure out --

3 A. Similar. It should -- again, it's the  
4 description.

5 Q. What's the difference?

6 A. The description should say two-wire  
7 digital.

8 Q. Versus analog?

9 A. Right.

10 Q. Thank you.

11 I had a question on Scenarios 9 and 10.

12 These are Page 3 of 6.

13 A. Uh-huh.

14 Q. Just describe -- these scenarios are  
15 identical to earlier scenarios with the exception  
16 that four-wire digital is described as fiber to  
17 the remote terminal?

18 A. Right.

19 Q. Can you just explain the difference there.  
20 I wasn't clear.

21 A. Unfortunately right now I can't. I don't  
22 recall.

1           These were the same scenarios we did as  
2 far as preparation for the UNE filing and when we  
3 were doing the investigation.

4           Right now I can't recall what that  
5 specific one refers to. I'll get back to you.

6           Q. Yeah, that would be fine.

7           MR. FOSCO: So we'll get that response in  
8 writing?

9           MR. MICHAEL SILVER: Yes.

10          MR. ANDERSON: So the question, just to be  
11 clear is explain the difference between Scenario  
12 9 and scenario -- what is it?

13          MR. JAMES ZOLNIEREK: 7 and 8, I think.

14          MR. MICHAEL SILVER: 7 and 8.

15          MR. ANDERSON: And also the difference between  
16 Scenario 10.

17          MR. JAMES ZOLNIEREK: I think if you explain  
18 it once, it will probably capture all the  
19 circumstances.

20          MR. ANDERSON: Okay.

21 BY MR. JAMES ZOLNIEREK:

22          Q. I think we had the Scenarios 13 and 14,

1 just looks like the labeling problem again. This  
2 is Page 4 of 6. Sets up a four-wire scenario  
3 but --

4 A. Should say four wires. It's got two  
5 wires. Right.

6 Q. I think that takes care of the confusion I  
7 had there.

8 MR. TOWNSLEY: With respect to those, the  
9 numbers are correct; it's just the --

10 MR. JAMES ZOLNIERREK: Right, just a  
11 mislabeling.

12 If you flip to MDS 2D, Page 1 of 9, and  
13 this is just the question on translating your EEL  
14 tariff into rates, and a question on number of  
15 terminations. This is something I'm a little  
16 unclear on.

17 A. Okay.

18 Q. If you have an EEL scenario described  
19 where you have a two-wire loop and a DS1 --

20 A. Yes.

21 Q. -- to form a loop transport EEL, how many  
22 terminations are there in a collocated situation

1 for the DS1?

2 A. How many DS1 terminations?

3 Q. Right, because just to set this up,  
4 there's a charge it's called DS1 interoffice  
5 termination, it's a recurring charge that depends  
6 on the number of terminations.

7 A. Right.

8 Q. There's a nonrecurring charge that depends  
9 on the number of terminations.

10 A. Right. In this case we're assuming one.

11 Q. Okay. And it appears to me -- well, in  
12 the recurring scenario, it appears that there's  
13 one?

14 A. Uh-huh.

15 Q. And in the nonrecurring scenario, it  
16 appears that there are zero, and maybe this is my  
17 confusion on how to read the tariff.

18 The reason I make that assumption on the  
19 zero in the nonrecurring scenario is if you look  
20 on your tariff, Tariff 20, Part 19, Section 20,  
21 you have the EELs tariff -- if you don't, I have  
22 copies.

1           A.    I have it.

2           Q.    Sheet No. 4 will work.

3           A.    4?

4           Q.    Yeah.  There's a DS1 related charge for  
5 the transport.  It's a charge called the carrier  
6 connection charge is charged per termination and  
7 it's \$585.51.  Do you see that?

8           A.    Yes.

9           Q.    That's not charged here so I'm assuming  
10 there are zero terminations?

11          A.    No, that carrier connection charge only  
12 applies in noncollocating situations.

13          Q.    That answers that.

14                    So just to be clear, if you have got a  
15 noncollocated situation, there is, in that case,  
16 just one of those charges?

17          A.    Yes.

18          Q.    That assumes that the -- there's a loop  
19 that goes to the end user CO and then there's a  
20 transport link to another CO or to perhaps the  
21 carrier directly?

22          A.    Right.

1           It probably will be connected at that  
2 point to an entrance facility but there will be  
3 no collocation involved.

4       Q. Are there any additional entrance facility  
5 charges besides what are listed in these  
6 schedules?

7       A. The entrance facility only applies to  
8 noncollocated situations.

9       Q. And that's what you're calling the carrier  
10 connection charge?

11      A. There's a carrier connection charge and  
12 there's also an entrance facility charge.

13      Q. Could you point to those in the tariff,  
14 for the EELs tariff, the entrance facility  
15 charges.

16      MS. HAMILL: Can you identify the page when  
17 you go to the tariff?

18      MR. MICHAEL SILVER: At this point in time  
19 you're right, there is no entrance facility  
20 charge at this time.

21 BY MR. ZOLNIEREK:

22      Q. Does that mean you don't charge one or

1 it's not --

2 A. We do not charge one. That's correct.

3 Q. MDS 2C and MDS 2D. This is sort of a  
4 general question. There's a number of pages, 7,  
5 8 and 9 in each of those schedules where the ICB  
6 charge shows up.

7 A. For the California charges?

8 Q. Yes.

9 A. Yeah. At this point in time, if you look  
10 at the generic agreements for California, it  
11 shows as ICB for those particular elements.

12 Q. Does that mean -- I mean that means it's  
13 carrier by carrier, correct?

14 A. That's correct.

15 Q. But not zero?

16 A. It's not zero, correct.

17 Q. In your calculations it enters as a zero;  
18 is that right?

19 A. Because I have no way to calculate that.

20 Q. Would it be possible to come up with the  
21 minimum or the least for any carrier?

22 A. I don't know. I suppose we could go back

1 and see what we charged an individual if we have  
2 any.

3 Q. Okay. Then if you could come up with that  
4 number, I would appreciate it.

5 General question, in the tariff there's  
6 a charge for clear channel capability, and I just  
7 want to figure out how this was handled across  
8 the particular comparisons to compare Illinois  
9 rates to Texas, California and Michigan?

10 JUDGE MORAN: Where are you at on the tariff?

11 BY MR. JAMES ZOLNIEREK:

12 Q. If you go to tariff page -- sheet number  
13 4, if there's a two-wire loop to a DS1 in some  
14 cases the carrier -- well, I believe that's an  
15 optional charge; is that right?

16 A. Yes, it is.

17 Q. Maybe you can just explain it for me what  
18 clear channel capability is, just so --

19 A. I really can't.

20 MR. KARL WARDIN: Clear channel capability  
21 means that you do an out of band segment, so  
22 instead of using -- you know, normally a voice

1 channel would be 56 kilobits per second and then  
2 the other eight -- or other eight kilobits is  
3 used for end band signaling.

4 If you go clear channel, you get the  
5 full use of the 64 kilobit per second and your  
6 signaling would go on a different path like SSF.

7 So most of the carriers today would be  
8 using clear channel capability.

9 MR. JAMES ZOLNIEREK: Just wanted to see.

10 Okay.

11 BY MR. JAMES ZOLNIEREK:

12 Q. Given that's the case, would that be  
13 reflected consistently across the numbers? I  
14 wasn't sure whether, for example, Texas has the  
15 similar charge.

16 A. I'll tell you in a second. I mean, it's  
17 my understanding that these, if I'm correct, are  
18 not reflected in the summary numbers at all.

19 That's correct.

20 Q. But I think Mr. Wardin just noted that  
21 it's generally standard, that's the typical  
22 purchase. Is that correct?

1           MR. KARL WARDIN:  Yeah.  I think most people  
2           would want to have clear channel capabilities to  
3           have the greater bandwidth.

4           BY MR. JAMES ZOLNIEREK:

5           Q.  I guess the sum of -- the heart of my  
6           question is simply it's not included in here,  
7           appears that it's a typical purchase, so it's  
8           something additional that most carriers would  
9           pay.

10                         And I'm wondering if they get it for  
11           free in Texas, California and Michigan.

12                         So just, you know, so we know when  
13           comparing rates whether that should be -- and if  
14           you don't know off the top of your head, I'm  
15           willing to take a written response.

16           A.  I'll get that for you.

17           Q.  Just a question -- I think it came up  
18           earlier.

19                         Paragraph 23 of your affidavit, your  
20           notes represent that there was -- with regard to  
21           the reopening in 98-0396, that the company and  
22           staff and some of the CLECs agreed on a certain

1 tariff, and I just wanted to explore whether you  
2 knew whether at that time when staff agreed to  
3 that tariff, whether staff expressed concerns  
4 about understanding rate applicability?

5 Are you aware of whether staff expressed  
6 those concerns at that time or not?

7 A. That's my understanding which led us to  
8 creating our tariff 15 and 20 the way we did such  
9 that we laid out the specific nonrecurring  
10 charges that apply.

11 Q. Actually, I'm talking about once you had  
12 the tariff laid out, do you know whether staff  
13 had concerns that even with that tariff that  
14 there were still questions as to how those rates  
15 applied. Staff still had those questions and  
16 expressed those?

17 A. No, I'm not.

18 Q. Just as sort of a question in your  
19 methodology.

20 It's my understanding that when you're  
21 asking the Commission to look at zone of  
22 reasonableness for EELs rates, that you're

1 comparing the total cost for certain periods, 12  
2 months, 24 months for both nonrecurring and  
3 recurring versus the total in other states for  
4 recurring and nonrecurring; is that correct?

5 A. Yes, it is.

6 Q. So you're not asking the Commission to say  
7 look just at nonrecurring charges and compare  
8 those?

9 A. That's correct.

10 Q. Okay. It's my understanding that it's not  
11 the same approach you used for UNE-Ps; is that  
12 correct?

13 A. When we look at UNE-P it was apparent to  
14 us that the recurring charges were already  
15 significantly less than Texas, California and  
16 Michigan.

17 And when we look at the high cost model  
18 test and look at what we -- what gets charged for  
19 recurring for UNE-P for all four states, Illinois  
20 is also significantly less whereas less than the  
21 other three states for that as well so we didn't  
22 feel like it was necessary to put both on the

1 same sheet of paper at that point in time.

2 Q. Actually that's not in your affidavit at  
3 all?

4 A. No, it's not.

5 Q. And staff DR'd at least that analysis from  
6 you; is that correct?

7 A. Yes.

8 MS. HAMILL: Jim, I didn't --

9 MR. JAMES ZOLNIEREK: We asked for a data  
10 request to do just that.

11 MS. HAMILL: Is that one of your JZ 9  
12 through --

13 MR. MICHAEL SILVER: Through 20. It wasn't  
14 over 20.

15 MS. HAMILL: It was 20. I'm expecting copies  
16 of those. Thank you.

17 BY MR. JAMES ZOLNIEREK:

18 Q. What I wanted to do is follow up on that.  
19 You provided the high level analysis and just  
20 gave us the totals, and I would like the detail,  
21 if you could supply that.

22 Just similar to what did you for EELs,

1       you gave us the components that went into that?

2           MR. KARL WARDIN:   Just so we're clear, so when  
3       we say non loop, you want to know what the makeup  
4       of the none loop or the --

5           MR. JAMES ZOLNIEREK:   I'm not talking --

6           MR. ANDERSON:   Jim, it might help if you refer  
7       to 20 and indicate what initial detail you are  
8       looking for.

9           MR. JAMES ZOLNIEREK:   Sure.  On -- you folks  
10       probably don't have it in front of you.

11                   JZ 20, I asked them to do the same thing  
12       they did for EELs in their summary and give us a  
13       nonrecurring charge and a recurring charge for  
14       UNE-P and compare that state by state.

15                   And they provided that response in the  
16       data request breaking it up into two pieces, not  
17       just nonrecurring and recurring, but loop and  
18       nonloop, so we have got loop over here, switching  
19       transport, I presume, in the other part.

20                   I'm just asking now if you could supply  
21       the detail and say here are the rates that made  
22       up the numbers.

1 MR. MICHAEL SILVER: And I will.

2 MR. KARL WARDIN: So you want to know what's  
3 in the nonloop -- what are they comprised of?

4 MR. JAMES ZOLNIEREK: There's four different  
5 categories: Loop recurring, nonloop recurring,  
6 total recurring, nonrecurring.

7 Could you provide the details -- the  
8 detail similar -- it's the same analysis.

9 MR. MICHAEL SILVER: You want us to take, for  
10 instance, the nonrecurring which is given -- we  
11 have already provided as part of MDS 1?

12 MR. JAMES ZOLNIEREK: I mean, obviously you  
13 have provided that part but you haven't provided  
14 the recurring part.

15 THE WITNESS: You want the recurring broken  
16 down.

17 MR. JAMES ZOLNIEREK: Right. That's the part  
18 that's missing. If you could provide that, that  
19 would be helpful. I assume you don't want to do  
20 that now.

21 MR. KARL WARDIN: Just so you know, we believe  
22 that would be the port.

1 MR. MICHAEL SILVER: Signaling, transport.  
2 MR. KARL WARDIN: Signaling, transport.  
3 There's no ULS associated with that.  
4 MR. JAMES ZOLNIEREK: I'm just looking for --  
5 that's what I'm looking for --  
6 MR. KARL WARDIN: It might be just three rate  
7 elements and --  
8 MR. JAMES ZOLNIEREK: And the equivalents of  
9 the other states.  
10 MR. KARL WARDIN: Correct. Then they go out  
11 to four, I'm sorry, because Texas would have some  
12 ULS charges associated with it on a per minute  
13 basis.  
14 MR. MICHAEL SILVER: So does California.  
15 MR. KARL WARDIN: Right.  
16 MR. MICHAEL SILVER: And Michigan. We don't  
17 have Michigan.  
18 MR. KARL WARDIN: Right.  
19 MR. JAMES ZOLNIEREK: One of the things it's  
20 my understanding the Commission ordered -- I  
21 don't know if you have a copy of the -- I have  
22 got a copy of the final order, is that one of the

1 things that you were supposed to explore when  
2 you're proving whether rates -- or  
3 reconfiguration of costs.

4 A. For SA UNE?

5 Q. Actually I was interested in, for example,  
6 suppose in an EELs scenario you're serving  
7 customers, CLECs serving customers through EELs,  
8 they have ten customers and they want to add an  
9 eleventh to that configuration.

10 I just want to know what the rates for  
11 that would be, because I don't -- I'm not sure  
12 whether that's clear especially from the tariff.

13 You have got the nonrecurring charges,  
14 but if I came in and added one loop to an  
15 existing EEL?

16 A. You just want to know if you add an  
17 additional loop to the EEL itself?

18 Q. Right. So you have got ten loops to a DS1  
19 going to a CLEC and you -- and the CLEC comes and  
20 say, hey, you know, I just signed up a new  
21 customer, I want to add one more loop to that  
22 configuration.

1           Could you explain what the charge for  
2           that would be?

3           A.   I believe the -- you would get -- under  
4           our current tariff, if you just take a look, for  
5           instance, at any of these for -- let's take 2A --  
6           let's take a look at 2A.

7           MS. HAMILL:   2A?

8           MR. MICHAEL SILVER:   Under Illinois for  
9           nonrecurring charges, you have got the loop  
10          service order charge which would apply then and  
11          you've got the two-wire analog wire line  
12          connection charge per termination, in this case  
13          one more would apply, we don't have to do  
14          anything more with the UDT piece so it would be  
15          the loop charges that would apply.

16          Q.   Just the loop charges?

17          MR. KARL WARDIN:   Does that answer your  
18          question, Jim?

19          BY MR. JAMES ZOLNIEREK:

20          Q.   I believe so.   I guess the question was  
21          there are no, for example, DS1 reconfiguration  
22          charges involved in that?

1           A.  Not if you're just adding another loop to  
2   that.

3           Q.  If you're just adding one more loop to say  
4   ten, okay.

5                    I'm not sure, in the data request the  
6   company -- or I'm not sure you or the company  
7   objected to clarifying the ULS billing charge.

8                    I was just curious why.

9                    I mean I thought one of the exercises  
10  here was to ensure that everybody understood  
11  rates?

12           MR. KARL WARDIN:  I think -- I think it goes  
13  back to that it's not an interim rate from our  
14  perspective and we were just trying to focus on  
15  stuff that was going to be, you know, germane to  
16  zone of reasonableness.

17           MR. JAMES ZOLNIEREK:  That's maybe where I  
18  want to clarify that we're on the same page.

19                    One of the exercises I thought  
20  independent from zone of reasonableness was the  
21  Commission asked that some of these rates be  
22  clarified.

1                   And in order to do so, you'd have to  
2 know, you know, all the associated charges, you  
3 know.

4           MR. KARL WARDIN: Then we'll -- under that  
5 guise, we'll -- do you want us to regurgitate and  
6 spit out a question?

7           MR. ANDERSON: Just to clarify, we did make an  
8 objection to that request but we also provided an  
9 answer, so I assume the answer beyond the  
10 objection satisfied the request.

11          MR. JAMES ZOLNIEREK: Yes, and I just make  
12 sure we were on the same page.

13          MR. ANDERSON: Maybe we didn't -- that we were  
14 not seeing where you were coming from on that.

15          MR. JAMES ZOLNIEREK: It wasn't necessarily to  
16 the zone of reasonableness as much as just  
17 understanding what you charged -- I think the  
18 final question -- oh, two more.

19                   One, in the Texas rates, I'm a little  
20 confused there.

21                   I asked for a data response on what  
22 these Texas rates were, and I believe the Texas

1 rates that were reported were those that were in  
2 effect at the time the 271 was approved by the  
3 FCC.

4 A. That's correct.

5 Q. Have those rates changed since then, any  
6 of the rates used in these tables?

7 A. They haven't -- nothing has changed. We  
8 may have added rates as people have made special  
9 requests similar to a BFR, and if they did that,  
10 then that was then added to their agreements.

11 Q. But none of the basic rates have actually  
12 changed down or up?

13 A. They were part of what's known as the mega  
14 arbs.

15 Q. And the final question is regarding  
16 connect/disconnect fees. I know in Michigan you  
17 made an adjustment in your revised --

18 A. Right.

19 Q. -- submission, to regard -- regarding  
20 connect and disconnect fees.

21 For Illinois, is there a disconnect fee  
22 or is that included in --

1           A.    It's included.

2           MR. JAMES ZOLNIERREK:   That's all I have.

3                     Thank you.

4           JUDGE MORAN:   Okay.   Does anybody else have  
5 questions for Mr. Silver?

6                     Mr. Silver, are you clear on all the  
7 questions that have been asked you and what you  
8 need to respond to?

9           MR. MICHAEL SILVER:   I believe between myself  
10 and my attorneys.

11           MR. ANDERSON:   We had a number of data  
12 requests from staff.   I think I have all those  
13 down.   Then we had the request from Mr. Townsley  
14 regarding the USOCs.   I don't recall -- was there  
15 anything else?   I think that was it.

16           MR. TOWNSLEY:   I'll put the USOC and rate  
17 information together tonight and send that off to  
18 you.

19                     And I was wondering when we might be  
20 able to get an answer on that just because I  
21 think I certainly will need it for comments  
22 and --

1           MR. KARL WARDIN:  Would it be too much trouble  
2           to also ask what your -- what the description  
3           associated with that USOC might be because that  
4           might be a problem.

5           MR. TOWNSLEY:  I can -- I will put in what is  
6           on CLEC On Line.  If you go to CLEC On Line, it's  
7           got a USOC and it's got -- it may have a -- it's  
8           like one line with abbreviations in it.

9                        I'll give you what comes directly out of  
10          that.

11          MR. KARL WARDIN:  Okay.  It's just -- I just  
12          think it might help us then digging to the bottom  
13          of it because some people might not understand  
14          USOCs as well as the descriptor fields.

15          JUDGE MORAN:  Okay.

16          MR. KARL WARDIN:  You want to know when we'll  
17          get back to you on that?

18          MR. TOWNSLEY:  Yeah, because I will need it in  
19          time to give it to folks at my company and be  
20          able to actually put it in their comments and use  
21          it in affidavits.  And that's quickly  
22          approaching.

1 MS. HAMILL: It is.

2 MR. KARL WARDIN: I mean, we'll try for  
3 Friday. Is that too late for you? The 14th?  
4 Because it was such a lovely experience I thought  
5 that would be a good day.

6 MR. TOWNSLEY: Sure.

7 JUDGE MORAN: That's this Friday.

8 MR. TOWNSLEY: Sure. If you can get it by  
9 then.

10 MR. KARL WARDIN: Anything we have --

11 JUDGE MORAN: For the rest of the stuff, we'll  
12 just leave that for the end.

13 MR. TOWNSLEY: I'll try to get it to you  
14 tonight or by tomorrow morning. Because I was  
15 going to talk to the other CLECs and make sure we  
16 get all the USOCs that everybody might be  
17 interested in.

18 MR. KARL WARDIN: Assuming that it's  
19 manageable.

20 MR. TOWNSLEY: It's not going to be -- it's  
21 going to be manageable.

22 MR. KARL WARDIN: Okay.

1           JUDGE MORAN:  Okay.  Then tomorrow we're  
2           starting -- do we need to start at 8:30 for  
3           anything?

4           MR. MAC BRIDE:  We don't seem to have any  
5           pending disputes.

6           JUDGE MORAN:  Then let's start at 9:00  
7           o'clock.

8           MR. MAC BRIDE:  One could develop overnight.  
9           You never know.

10          JUDGE MORAN:  Don't call me.

11                               (Whereupon, further proceedings  
12                               in the above-entitled matter  
13                               were continued to February 11,  
14                               2003, at 9:00 a.m.)

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