

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

AT&T Communications of Illinois, Inc.,)
TCG Illinois and TCG Chicago)
)
Petition for Arbitration of Interconnection) Docket No. 03-0239
Rates, Terms and Conditions and Related)
Arrangements With Illinois Bell Telephone)
Company d/b/a SBC Illinois Pursuant to)
Section 252(b) of the Telecommunications Act)
of 1996)

DIRECT TESTIMONY
OF
MICHAEL B. ODLE
ON BEHALF OF
SBC ILLINOIS
EXHIBIT 9.0

Dated: May 20, 2003

SEARCHED
INDEXED
FILED
REC'D. DOCKET # 03-0239
SBC ILL. 9.0
Attn: M. Odle
date 6-18-03

ISSUES:

UNE 19, 20, 21, 22

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

2 A. My name is Michael B. Odle. My business address is 308 S. Akard, Room 730.A1,
3 Dallas, TX 75202.
4

5 **Q. PLEASE IDENTIFY YOUR EMPLOYER AND STATE YOUR JOB TITLE.**

6 A. SBC Management Services, Inc. employs me as an Area Manager, Network Regulatory.
7

8 **Q. PLEASE DESCRIBE YOUR JOB DUTIES AS AREA MANAGER, NETWORK
9 REGULATORY.**

10 A. I assist in the development of network policy positions on both state and federal
11 regulatory, legislative, and interconnection issues. I coordinate with wholesale marketing
12 to develop and execute business strategy. I represent the Network department in
13 providing written and oral testimony. I also participate in industry workshops and
14 collaboratives.
15

16 **Q. WHAT IS YOUR EDUCATIONAL BACKGROUND?**

17 A. I hold a bachelor's degree in Social Science from Southern Methodist University, Dallas,
18 Texas. Additional training I have received while an employee of SBC (not all inclusive):

- 19
- Loop Technology Engineering Design
 - 20 • Loop Facilities Assignment and Control Systems (LFACS) – Engineering
 - 21 • Loop Engineering Information System (LEIS)/Loop Engineering Assignment
22 Data (LEAD) – Engineering
 - 23 • Loop Electronics Design
 - 24 • Design Center Engineering

- 25 • Lightguide Design
- 26 • DISC*S and Series 5 Engineering
- 27 • Outside Plant Fault Locating and Transmission
- 28 • Cable Splicing – Basic, Modular, and Advanced

29

30 **Q. PLEASE OUTLINE YOUR WORK EXPERIENCE.**

31 A. After my honorable discharge from the U.S. Air Force in March of 1980, I began full
32 time employment with Southwestern Bell on March 31, 1980. Titles held during my
33 tenure have been SS-1 Clerk, Cable Splicing Helper, Cable Splicing Technician, Contract
34 Inspector, Contract Coordinator, and Manager Engineering Design. I accepted my
35 current position (Area Manager – Network Regulatory) on March 01, 2001.

36

37 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

38 A. The purpose of my testimony is to address issues 19, 20, 21, and 22 between SBC Illinois
39 and AT&T regarding **SCHEDULE 9.2.2 (xDSL AND HIGH FREQUENCY**
40 **PORTION OF THE LOOP)**. I will address issues 19, 21, and 22 in the form of a single

41 issue. Issue 20 will be addressed on its own.¹

42
43 **Q. SBC ILLNIOIS WITNESS MS. CAROL CHAPMAN ALSO ADDRESSES THESE**
44 **ISSUES. HOW DO THE TWO TESTIMONIES RELATE?**

45 A. Given my background in outside plant construction and engineering, my approach for
46 these issues will mostly be from a technical (network) perspective, but also addresses
47 certain operational issues. Ms. Chapman addresses the policy aspect of these issues.

48 **ISSUE 19: WHETHER THE DSL/PSD PARAMETER OR PROOF OF CONTINUITY**
49 **PARAMETER TEST IS APPROPRIATE TO ASSESS THE LOOP DSL**
50 **QUALIFICATIONS.**

51
52 **ISSUE 21: SHOULD THE BASIC METALLIC LOOP PARAMETERS OR THE**
53 **SPECIFIC LOOP PARAMETERS ASSOCIATED WITH THE LOOP BE VERIFIED**
54 **DURING COOPERATIVE TESTING?**

55
56 **ISSUE 22: SHOULD SBC [ILLINOIS] BE REQUIRED TO GUARANTEE LOCAL**
57 **LOOPS WILL PERFORM AS ORDER BY AT&T BEYOND BASIC METALLIC LOOP**
58 **PARAMETERS?**

59
60 **CONTRACT REFERENCE: xDSL AND HIGH FREQUENCY PORTION OF THE**
61 **LOOP, SCHEDULE 9.2.2**

62
63 **AFFECTED CONTRACT PROVISIONS SECTIONS:**

¹ On May 24, 2002, the D.C. Circuit issued its decision in *United States Telecom Association, et al.* ("USTA Decision"), 290 F.3d 415 (D.C. Cir. 2002), in which the Court granted the petitions for review of the Federal Communications Commission's ("FCC") Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98 (FCC 99-238) ("the UNE Remand Order") and the FCC's Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket No. 96-98 (FCC 99-355) (rel. Dec. 9, 1999) ("the Line Sharing Order"), and vacated and remanded the UNE Remand and Line Sharing Orders in accordance with the decision. In addition, on February 20, 2003, the FCC, on remand and pursuant to its Notice of Proposed Rulemaking, *Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, FCC 01-361 (rel. Dec. 20, 2001), adopted its Triennial Review Order ("Triennial Review Order"). All SBC Illinois testimony submitted in this proceeding reflects SBC Illinois' obligations under FCC rules and regulations ("FCC Rules") as they existed prior to their vacature by the USTA Decision and does not reflect any changes to the FCC Rules in light of the FCC's Triennial Review Order. By filing this testimony, SBC Illinois fully reserves all of its rights, remedies, and arguments with respect to the USTA Decision and the FCC's Triennial Review Order, and any other government action which relates to the matters addressed herein, including, but not limited to, any appellate rights and equitable remedies. SBC Illinois reserves the right to withdraw, revise or otherwise modify this testimony consistent with the USTA Decision, the FCC's Triennial Review Order, and/or any other relevant government action.

- 64 • 9.2.2.12.1.1
- 65 • 9.2.2.12.1.2
- 66 • 9.2.2.13.2.1.3
- 67 • 9.2.2.13.2.1.4
- 68 • 9.2.2.13.2.3.2
- 69 • 9.2.2.13.2.3
- 70 • 9.2.2.13.2.3.3
- 71 • 9.2.2.14.7

72

73 **Q. WHAT IS THE DISPUTE FOR ISSUES 19, 21, AND 22?**

74 A. The dispute centers around xDSL-capable loops and how each party believes these types
75 of loops should be provided. Specifically, SBC Illinois' position is that xDSL loops
76 should be free of defects, tested, and guaranteed for "continuity" (later defined in my
77 testimony). AT&T's position in this proceeding is that, as part of Acceptance or
78 Cooperative testing procedures, xDSL loops should be tested, guaranteed for installation
79 and qualified using either a "DSL/PSD mask" or "specific loop" parameter. This would
80 require SBC Illinois to provide specific technical characteristics on xDSL-capable loops
81 that are beyond its control.

82

83 **Q. ARE XDSL-CAPABLE LOOPS DEFINED IN THE Agreement?**

84 A. Yes. **SCHEDULE 9.2.2**, Sections 9.2.2.2.11 and 9.2.2.2.13, describe the attributes of
85 xDSL-capable loops. Specifically, xDSL-capable loops "will meet basic electrical
86 standards such as metallic connectivity and capacitive and resistive balance,² and will not
87 include load coils, mid-span repeaters or excessive bridged tap..." subject to the agreed-to
88 rates, terms and conditions associated with loop conditioning. xDSL-capable loops are

² Metallic connectivity means the loop has a complete connection (i.e., no opens) between the Main Distribution Frame (MDF) and Network Interface Device (NID). Capacitive balance means the loop's capacitance values are comparatively equal. Resistive balance measures the loop's ohms of resistance (a function of both loop length and gauge of wire).

89 also defined in Sections 9.2.1.3.4 and 9.2.2.2.5 of **SCHEDULE 9.2.1** and **SCHEDULE**
90 **9.2.2.** Both SBC Illinois and AT&T agreed to the language in all of these Sections and
91 there is no dispute in any portion thereof.

92

93 **Q. HAS THE FCC DEFINED AN xDSL-CAPABLE LOOP?**

94 A. Yes, and the FCC's definition is consistent with the definition that the parties have agreed
95 to. The FCC's UNE Remand Order states:

96 "The terms 'conditioned,' 'clean copper,' '*xDSL-capable*' and 'basic' loops all
97 describe copper loops from which bridge taps, low-pass filters, range extenders,
98 and similar devices have been removed."³

99 Also, the FCC found that, to the extent technically feasible, ILECs must condition loops
100 to enable CLECs to provide xDSL service, such as ADSL. For example, if the CLEC
101 ordered an xDSL-capable loop for the provision of ADSL service, and requested that this
102 loop be conditioned (i.e., as the FCC defines xDSL-capable, described above), the ILEC,
103 in this case SBC Illinois, is obligated to condition the loop to the CLEC's specifications.⁴

104

105 **Q. WHAT IS "CONTINUITY" IN THE CONTEXT SBC ILLINOIS USES FOR xDSL**
106 **LOOPS?**

107 A. Continuity, as defined in Section 9.2.2.12.1.1 of **SCHEDULE 9.2.2.**, is a single,
108 uninterrupted path along a circuit, from the Minimum Point of Entry (MPOE) or other

³ In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, FCC 99-238, released November 5, 1999 ("UNE Remand Order"), ¶ 172. Emphasis added.

⁴ See ¶ 53 of the FCC's Memorandum Opinion and Order, and Notice of Proposed Rulemaking, CC Docket 98-147 (rel. Aug. 7, 1998) (FCC 98-188).

109 demarcation point to the Point of Interface (POI) located on the horizontal side of the
110 MDF. AT&T disputes this entire Section, but did not offer any alternative language.

111

112 **Q. IS “CONTINUITY” A NEW TERM THAT SBC ILLINOIS IS SEEKING TO**
113 **INTRODUCE FOR AT&T’S ILLINOIS AGREEMENT?**

114 A. No. The term “continuity” is a commonly used term throughout AT&T’s interconnection
115 agreements in all other SBC Midwest states (Indiana, Michigan, Ohio, and Wisconsin).
116 Additionally, I reviewed numerous interconnection agreements for other CLECs who
117 provide xDSL service in Illinois, including SBC’s data affiliate, and all have language
118 comparable, if not identical, to the language SBC Illinois has proposed to AT&T in the
119 context of “continuity.”

120

121 **Q. CAN YOU DEFINE A “DSL/PSD MASK” OR “SPECIFIC LOOP” PARAMETER**
122 **IN THE CONTEXT AT&T HAS USED THOSE TERMS?**

123 A. No. Although I am familiar with the term “PSD mask,” the terms “DSL/PSD mask” and
124 “specific loop” parameter, in the context which AT&T proposes for this issue, are unclear
125 and have no meaning to me. AT&T did not define or explain how it believes SBC
126 Illinois should provision, test, install, or qualify xDSL-capable loops based upon AT&T’s
127 proposed “DSL/PSD mask” or “specific loop” parameters. AT&T’s witness, Mr.
128 Noorani,⁵ suggests that SBC Illinois should guarantee its xDSL-capable UNE loops will
129 support a specific level of xDSL service, allowing AT&T to transmit xDSL signals at a
130 specific frequency or line bit rate (data transfer rate, or, speed). AT&T attempts to justify

⁵ Direct testimony of Mr. Danial M. Noorani, lines 1719-1729.

131 its position by stating the FCC's Advanced Services and UNE Remand Orders require
132 SBC Illinois to use the "DSL/PSD mask" or "specific loop" parameter to qualify DSL
133 loops.

134

135 **Q. WERE YOU ABLE TO FIND SUCH FCC REQUIREMENTS IN THE**
136 **ADVANCED SERVICES OR UNE REMAND ORDER?**

137 A. No, and Mr. Noorani failed to provide any citation to any such requirement. Neither the
138 FCC's 98-188 Advanced Services Order⁶ nor did its UNE Remand Order address the use
139 of PSD masks. Although the FCC's 99-48 Advanced Services Order⁷ and its Line
140 Sharing Order⁸ (now vacated) addressed the issue of PSD masks, such Orders did not
141 require that an ILEC guarantee its xDSL-capable loops will support any specific
142 "DSL/PSD mask" or "specific loop" parameters.

143

144 **Q. WHAT IS A PSD MASK?**

145 A. PSD is an acronym for Power Spectral Density. The FCC defined PSD mask as
146 "...graphical templates that define the limits on signal power densities across a range of
147 frequencies so as to minimize interference."⁹

148

⁶ See FCC's Memorandum Opinion and Order, and Notice of Proposed Rulemaking, FCC 98-188 in CC Docket No. 98-147, 13 FCC Rcd 24011 (rel. Aug. 7, 1998).

⁷ See FCC's *First Report and Order and Further Notice of Proposed Rulemaking*, FCC 99-48 in CC Docket 98-147, 14 FCC Rcd 4761 (rel. March 31, 1999).

⁸ See Third Report and Order in CC Docket No. 98-147 and Fourth Report and Order in CC Docket 96-98 (FCC 99-355), (rel. Dec. 9, 1999), ("Line Sharing Order"), vacated by the D.C. Cir. in *USTA, al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002).

⁹ In the Matters of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket No. 98-147, First Report and Order and Further Notice of Proposed Rulemaking, FCC 99-48, released March 31, 1999 ("Advanced Services Order"), ¶ 61.

149 **Q. CAN YOU SIMPLIFY THE DEFINITION OF A PSD MASK?**

150 A. Yes. A PSD mask, also called *spectrum management class* (or *classes*), is used, and
151 provided by a CLEC, to define the type of xDSL technology it chooses to deploy on an
152 xDSL-capable loop. In its 99-48 Order, the FCC recognized that “PSD mask standards
153 [would] permit divergent technologies to coexist in close proximity within the same
154 binder groups.”¹⁰

155
156 The FCC has found that a CLEC, not the ILEC, must identify the PSD mask for the
157 xDSL technology it chooses to deploy on a loop so the ILEC, in this case SBC Illinois,
158 can maintain an inventory of those technologies deployed in its loop plant and disclose,
159 upon CLEC request, the number of loops and the type of technology deployed, using a
160 particular advanced services technology within a binder group. Specifically, the FCC
161 found that ILECs must disclose this CLEC-provided information to a requesting CLEC
162 so the CLEC “can independently and expeditiously determine what services and
163 technologies it can deploy within the incumbent LEC’s territory.”¹¹

164

165 **Q. CAN YOU PROVIDE AN EXAMPLE HOW PSD MASKS ARE USED?**

166 A. Yes. If an end-user calls AT&T and requests asymmetrical DSL (ADSL) service, AT&T
167 knows, and advertises, that this service provides download speeds up to 384 Kbps or 1.5

168

¹⁰ Id.

¹¹ See Advanced Services Order, ¶’s 61, 72 and 73.

168 Mbps, and upload speeds at a lower rate of up to 128 Kbps.¹² Under these circumstances,
169 AT&T would, based on its pre-ordering and/or ordering conclusions, order a xDSL-
170 capable loop from SBC Illinois, indicating on its local service request (LSR) that its
171 xDSL technology fits the description of PSD mask #5, or, spectrum management class
172 5.¹³

173
174 **Q. DO YOU AGREE WITH MR. NOORANI THAT THE FCC ASSIGNED**
175 **“PARAMETERS” FOR “DSL LOOP TYPES” IN ITS ADVANCED SERVICES**
176 **ORDER?¹⁴**

177 A. No. But then again, I am not entirely sure what Mr. Noorani means when he uses the
178 term “parameters.” If Mr. Noorani means that the FCC has, in the past, assigned PSD
179 masks (spectrum management classes), frequency ranges, and specific line bit rates (data
180 transfer rates, or speed) to xDSL-capable loops that ILECs must guarantee, then I
181 disagree with Mr. Noorani, because the FCC’s applicable orders do not support his
182 opinion. Indeed, if Mr. Noorani’s position was supported by the applicable FCC orders,
183 one would think Mr. Noorani would cite to the applicable paragraph of such Order(s) to
184 substantiate his purported position, which he did not do in his testimony.

185

¹² See AT&T product information at <http://www.att.net/dsl/sysreq.html?XXXXXXXXX>. The term “download” is data sent from the internet to the end-user. The term “upload” is data sent from the end-user to the internet.

¹³ Line Sharing Order, ¶ 204. The FCC clarified that this requirement also applies when the CLEC alters its xDSL technology on the loop that would require a PSD mask change.

¹⁴ Noorani, direct, lines 1722-1723.

185 **Q. WHAT ENTITY IS RESPONSIBLE FOR ESTABLISHING PSD MASKS**
186 **(SPECTRUM MANAGEMENT CLASSES) FOR xDSL TECHNOLOGIES?**

187 A. It is my understanding that an industry standards body, specifically, the T1E1 Committee
188 (a working group of Alliance for Telecommunications Industry Solutions (ATIS) – a
189 sponsored Committee T1, which is accredited by the American National Standards
190 Institute (ANSI)) – has been charged with responsibility for this task.¹⁵

191
192 **Q. HAS THE T1E1 COMMITTEE ESTABLISHED AND PUBLISHED GUIDELINES**
193 **FOR PSD MASKS?**

194 A. Yes. The T1E1 Committee issued its standard for PSD masks (spectrum management
195 classes) in document T1.417-2001, and section 5 of that document details masks (classes)
196 1 through 9. It is my understanding that AT&T has membership on the T1E1 Committee,
197 so it should be very well aware of the parameters for not only xDSL service, but POTS
198 service as well.

199 **Q. DID THE T1E1 COMMITTEE CONFINE PSD MASKS (SPECTRUM**
200 **MANAGEMENT CLASSES) TO A COORESPONDING LINE BIT RATE (DATA**
201 **TRANSFER RATE, OR, SPEED)?**

202 A. No. In fact, this document makes it clear that the level of service – line bit rate (data
203 transfer rate, or, speed) – is contingent on factors such as the loop length or even the type
204 of equipment used in providing the xDSL service.

205

¹⁵ See Advanced Services Order, ¶ 81.

206 **Q. DOES THE FCC RECOGNIZE THAT IT IS NOT TECHNICALLY FEASIBLE**
207 **TO GUARANTEE A “DSL/PSD MASK” (SPECTRUM MANAGEMENT CLASS),**
208 **“SPECIFIC LOOP” PARAMETER, OR EVEN LINE BIT RATES, ON xDSL-**
209 **CAPABLE LOOPS?**

210 **A.** Yes. I found numerous passages in various FCC Orders where the FCC recognized that
211 the quality of xDSL service is dependent on a variety of factors beyond the control of the
212 ILEC. Consider the following:

- 213 • “Provision of xDSL service is subject to a variety of important technical
214 constraints. One is the length of the subscriber loop: ADSL, the most widely
215 deployed xDSL-based service, generally requires loops of less than 18,000
216 feet”¹⁶
- 217 • “The use of xDSL modems allows transmission of data over the copper loop
218 at vastly higher speeds than can be achieved with analog data transmission.”¹⁷
- 219 • “Actual downstream transmission speed decreases, however, in relation to the
220 distance and the number of line impairments between the user and the serving
221 central office.”¹⁸
- 222 • “As binder groups fill up, service rates may decrease. Carriers must be
223 realistic about the service rates that they are marketing.”¹⁹
- 224 • “Distance and length of the copper loop poses a barrier to providing DSL
225

¹⁶ See Advanced Services Order, fn. 10.

¹⁷ Id., ¶ 10.

¹⁸ See Line Sharing Order, fn. 135.

¹⁹ Id., 203.

225 • service.”²⁰

226

227 The FCC thus agrees that the quality of the xDSL signal is “subject to a variety of
228 important technical constraints,” not the least of which are the length of the loop, and the
229 type of CLEC equipment the CLEC chooses to deploy.²¹ Neither of these constraints are
230 or can be controlled by SBC Illinois.

231

232 **Q. DOES AT&T AGREE THAT THE QUALITY (“DSL/PSD MASK” OR**
233 **“SPECIFIC LOOP” PARAMETER) OF ITS OWN xDSL SERVICE IS**
234 **CONTINGENT ON FACTORS BEYOND THE CONTROL OF SBC ILLINOIS?**

235 A. Yes. Specifically, the direct testimony of Mr. Noorani (lines 1723-1724) notes that
236 parameters for xDSL service (i.e., the quality of xDSL service its end-users will receive)
237 include “[loop] length, gauge, and power requirements.”²² But the evidence does not end
238 there. AT&T agrees and openly admits and advertises to its customers that xDSL service
239 has inherent limitations that negatively affect xDSL service which are caused by forces

²⁰ In the Matter of Ameritech Corp., Transferor, and SBC Communications, Inc., Transferee, for Consent to Transfer Control of Corporations Holding Commission Licenses and Lines Pursuant to Sections 214 and 310(d) of the Communications Act and Parts 5, 22, 24, 25, 63, 90, 95, and 101 of the Commission’s Rules, Second Memorandum Report and Order in CC Docket No. 98-141, FCC 00-336 (released September 8, 2000) (“Project Pronto Order”), fn. 64.

²¹ One type of equipment commonly used for providing xDSL service, such as ADSL, is a Digital Subscriber Line Access Multiplexer, or DSLAM. The DSLAM takes a quantity of ADSL signals and combines these signals into one signal for transport to the Internet.

²² It is noted here that loop length is a combination of factors outside the control of SBC Illinois, to wit, where the end-user chooses to live or work, and available utility easements and/or right-of-way easements. These easements are necessary for SBC Illinois to place its aerial, buried, and underground cable. Additionally, power requirements and any software settings for xDSL equipment are, and continue to be, at the discretion of the providing CLEC. The only controllable factor by SBC Illinois, in this context, is the gauge of wire deployed. Even still, SBC Illinois must deploy such gauge of wire in accordance with industry standard directives so as to maintain efficient telecommunications service.

240 beyond the structure of an xDSL-capable loop, such as “Heavy Internet traffic” and “the
241 distance of your home from the telephone company's central switching station....”²³

242
243 Since AT&T acknowledges limitations on xDSL-based service in its own testimony, and
244 since AT&T acknowledges limitations on xDSL-based service in its own promotional
245 material, AT&T certainly cannot claim that those same limitations have no impact on
246 SBC Illinois’ ability to guarantee that its xDSL-capable loops can or should support a
247 “DSL/PSD mask” or “specific loop” parameter.

248

249 **Q. DO OTHER CLECS ACKNOWLEDGE THAT xDSL-CAPABLE LOOPS**
250 **CANNOT GUARANTEE A SPECIFIC xDSL-BASED SERVICE?**

251 A. Yes. TDS Metrocom admits it will not offer Residential DSL service on loops longer
252 than 18,000 feet in length.²⁴ Specifically, TDS’ states, “*To take advantage of DSL*
253 *service, [a customer’s] residence must be located within 3 miles, or approximately*
254 *18,000 feet, of TDS TELECOM DSL equipment.*” Additionally, Covad Communications
255 (“Covad”) partnered with the Federal Systems Group to provide DSL service, but only at
256 distances of 15,000 feet from the central office, because “The closer you are to the central
257 office, *the greater the available speed.*”²⁵ Finally, industry publications agree that in
258 order to provide DSL technology over a local loop, “it should be less than 18,000 feet

²³ See AT&T DSL FAQs at <http://www.att.net/dsl/sysreq.html?XXXXXXXX>, and then click on AT&T DSL FAQs.

²⁴ See http://www.tdstelecom.com/product_sheets/4849.pdf.

²⁵ See <http://www.federalsystemsgroup.com/DSL/DSL SERVICES.htm>. Emphasis added.

259 long,”²⁶ and signals “*get lost in background noise if they have to travel further than about*
260 *18,000 feet under ideal conditions or 12,000 to 15,000 feet under typical conditions.*”²⁷

261
262 **Q. ON LINES 1725-1726, OF HIS DIRECT TESTIMONY, MR. NOORANI STATES**
263 **THAT HE “EXPECTS THAT SBC ILLINOIS WILL PROVIDE THESE**
264 **PARAMETERS [“DSL/PSD MASK” OR “SPECIFIC LOOP”] TO ITS OWN**
265 **AADS AFFILIATE.” HOW DO YOU RESPOND?**

266 A. Mr. Noorani is wrong. SBC Illinois does not offer, nor has it ever offered to any CLEC,
267 including its own advanced services affiliates, any guarantees as to the performance of a
268 CLEC’s chosen xDSL-based service on an xDSL capable loop leased from SBC Illinois.

269
270 **Q. HAS AT&T ALREADY AGREED THAT IT IS RESPONSIBLE FOR PSD MASK**
271 **PARAMETERS?**

272 A. Absolutely. In Section 9.2.2.15.1 (**SCHEDULE 9.2.2**):

- 273 1. AT&T agrees that it is responsible for providing the PSD mask that reflects the
274 service performance parameters of the technology to be used.
- 275 2. AT&T agrees that it can provide xDSL service that complies with a particular PSD
276 mask, so long as the xDSL service that AT&T deploys stays within the allowed
277 service performance parameters.
- 278 3. AT&T agrees that it will provide SBC Illinois with the specific PSD mask when it
279 initiates its LSR, or when the PSD mask changes.

²⁶ See *Outside Plant*, April 2002, page 8.

²⁷ See http://www.pcmag.com/print_article/0,3048,a=36103,00.asp. Emphasis added.

280 4. AT&T agrees that it will abide by the standards pertinent for the designated PSD
281 mask type.

282
283 While SBC Illinois will ensure that it provides an unbundled xDSL-capable loop to
284 AT&T that meets the criteria of Section 9.2.2.2.11, **SCHEDULE 9.2.2**, which is
285 language that AT&T agrees to, SBC Illinois is not obligated, and has never been
286 obligated, to guarantee any “DSL/PSD mask” or “specific loop” parameters for whatever
287 xDSL-based service AT&T, or any CLEC, elects to deploy on the xDSL-capable loop.

288
289 **Q. CAN SBC ILLINOIS ADJUST ITS xDSL-CAPABLE UNE LOOPS BY ANY**
290 **MEANS, SUCH AS THROUGH ACCEPTANCE OR COOPERATIVE TESTING,**
291 **AS AT&T DEMANDS, TO GUARANTEE A “DSL/PSD MASK” (SPECTRUM**
292 **MANAGEMENT CLASS) OR “SPECIFIC LOOP” PARAMETER?**

293 **A.** No. SBC Illinois, in the context of providing xDSL-capable UNE loops, can only ensure
294 no faults on its xDSL-capable loops, continuity, and verify CLEC-requested loop
295 conditioning has been completed. Moreover, as will be explained later in my testimony,
296 SBC Illinois does not actually perform any testing functions during Acceptance or
297 Cooperative testing, as this testing function is performed by the CLEC only. Therefore,
298 no amount of Acceptance or Cooperative testing (or even loop conditioning) can
299 guarantee a “DSL/PSD mask” (spectrum management class) or “specific loop”
300 parameter.

301

302 **Q. PLEASE SUMMARIZE YOUR TESTIMONY AS TO WHY YOU BELIEVE**
303 **AT&T'S LANGUAGE IS UNACCEPTABLE FOR ISSUES 19, 21, AND 22.**

304 A. AT&T's language is unacceptable for the following reasons:

305 1. It is not technically feasible for SBC Illinois to provide AT&T, or any CLEC, with an
306 xDSL-capable loop that guarantees a "DSL/PSD mask" (spectrum management class)
307 or "specific loop" parameter. This technical infeasibility is supported by the
308 following factors:

309 a. The FCC, as do other CLECs and the industry, agrees that the deployment
310 of xDSL technology over a copper loop is based upon a variety of factors,
311 such as the length of the xDSL-capable copper loop and the type of xDSL
312 equipment used to provide the xDSL-based service. These factors cannot
313 be controlled by SBC Illinois.

314 b. The industry standards body, T1E1 Committee, established guidelines for
315 xDSL-based service, and these guidelines indicate that xDSL technology
316 is contingent on factors such as the length of the xDSL-capable copper
317 loop, or even the type of equipment used to provide the xDSL service.
318 These factors cannot be controlled by SBC Illinois.

319 c. It is the CLEC who must decide whether or not to order an xDSL-capable
320 loop based on the physical makeup of the loop length.

321 d. It is the CLEC that determines if and to what extent such xDSL-capable
322 loop will, or should, receive loop conditioning.

- 323 e. It is the CLEC that determines the type of xDSL technology it will deploy
324 over the loop. SBC Illinois has no control over AT&T's xDSL equipment
325 or any part of AT&T's network.
- 326 f. It is the CLEC that decides which Internet Service Provider (ISP) it will
327 partner with (using that ISP's backbone network) in providing xDSL-
328 based services to end-user customers.

329

330 All of these factors, which are relevant as to whether a CLEC can successfully deploy its
331 preferred xDSL technology over an unbundled xDSL-capable loop leased from SBC
332 Illinois, are entirely within the CLEC's control. Thus, it is not technically feasible for
333 SBC Illinois to guarantee that whatever xDSL technology the CLEC chooses to deploy
334 over an unbundled xDSL-capable loop will meet its designed "DSL/PSD mask"
335 (spectrum management class) or "specific loop" parameters.

336

337 2. SBC Illinois has no control over a CLEC's, including AT&T's, end-user network
338 beyond the demarcation point (i.e., the inside wiring). Not only did the FCC
339 recognize the importance of quality inside wiring for xDSL-based service, and
340 mandate standards,²⁸ but the telecommunications industry also recognizes that poorly
341 run inside wiring will not only interfere with xDSL signals, and may even prevent
342 some xDSL service from functioning altogether, but it can also cause technical

²⁸ In the Matter of Review of the Commission's Rules Concerning Connection of Simple Inside Wiring to the Telephone Network and Petition for Modification of RM-5643 Section 68.213 of the Commission's Rules filed by the Electronic Industries Association Third Report and Order in Sections 68.104 and CC Docket No. 88-57 68.213 FCC 99-405, released: January 10, 2000, ¶ 16.

343 problems for other telephone lines that are installed nearby, and can even affect the
344 speed of the xDSL-based service.²⁹

345
346 3. Third, AT&T's proposed language contradicts agreed-to portions of the
347 interconnection agreement (section 9.2.2.2.11 and 9.2.2.2.13), with respect to the
348 provisioning of xDSL capable loops, which simply provide that SBC Illinois will
349 provision unbundled, copper loops, that "...meet basic electrical standards such as
350 metallic connectivity and capacitive and resistive balance...."

351
352 4. Fourth, and finally, AT&T is asking SBC Illinois to guarantee that xDSL-capable
353 loops will support a specific "DSL/PSD mask" or "specific loop" parameter,
354 something that AT&T cannot and will not do for its own end-users.

355
356 Consistent with the applicable FCC Orders and rules, SBC Illinois will provide AT&T
357 with xDSL-capable loops that meet the standards of continuity, and which are free from
358 defects. If an xDSL-capable loop fails those criteria, SBC Illinois will remedy the
359 situation in an expedient manner.

360
361 For all of these reasons, as well as the testimony of Ms. Chapman, this Commission
362 should accept SBC Illinois' proposed language for issues 19, 21, and 22.

363

²⁹ <http://www.anythingsdsl.com/faqs/>, <http://www.arterhadden.com/publications/clientalert/alert012800.asp>,
<http://www.ssdv.com/SSDearthlinkDSL Glossary%20of%20Terms.asp>.

364 **ISSUE 20: WHAT LANGUAGE SHOULD APPLY TO SITUATIONS WHERE THE**
365 **AMERITECH [SBC ILLINOIS] PERSONNEL ARE ON HOLD FOR 10 MINUTES IN**
366 **ACCEPTANCE TESTING AND COOPERATIVE TESTING SITUATIONS?**

367
368 **CONTRACT REFERENCE: xDSL AND HIGH FREQUENCY PORTION OF THE**
369 **LOOP, SCHEDULE 9.2.2**

370
371 **AFFECTED CONTRACT PROVISIONS**

- 372 • 9.2.2.13.2.1.6
- 373 • 9.2.2.13.2.3.

374

375 **Q. WHAT IS THE DISPUTE BETWEEN THE PARTIES FOR ISSUE 20?**

376 A. SBC Illinois maintains that it should be relieved of its obligation to perform Acceptance
377 or Cooperative testing if AT&T does not provide a “live” representative (through no
378 answer or placement on hold) for over ten (10) minutes. Under those circumstances, SBC
379 Illinois proposed closing the order, or trouble ticket, and provide AT&T with alternative
380 Cooperative Testing (Section 9.2.2.13.2.3).³⁰

381

382 AT&T’s position, as noted in Section 9.2.2.13.2.1.6, and the testimony of Mr. Noorani,
383 states that when it fails to provide a “live” representative (through no answer or
384 placement on hold) for over ten (10) minutes, it be allowed to supplement its order using
385 the Customer Not Ready (“CNR”) process to reschedule Acceptance or Cooperative
386 testing at a later time and date.

387

³⁰ Under those circumstances where the SBC Illinois technician was working from a trouble ticket in the first place, and AT&T fails to provide a “live” representative (through no answer or placement on hold for more than 10 minutes), SBC Illinois proposes closing the trouble ticket, and AT&T, when it is prepared, can initiate another trouble ticket and request Cooperative testing (if applicable and desired by AT&T).

388 **Q. WHAT IS ACCEPTANCE TESTING?**

389 A. Acceptance testing, in every respect, is a CLEC-requested and performed method of
390 testing an xDSL-capable loop during the provisioning phase, and is typically performed
391 on the due date of the order. It is my understanding that Acceptance testing was
392 designed, developed, and deployed with the help of CLEC input, so that CLECs, using
393 their own testing equipment, could test an xDSL-capable loop without having to dispatch
394 their own technician to the end-user's premise. Instead, the CLEC is taking advantage of
395 the fact that SBC Illinois already has a technician in the field for the purpose of
396 provisioning and testing an xDSL-capable loop. The actual testing function is performed
397 by the CLEC using its own test equipment, and the SBC Illinois technician does not use
398 any test equipment (indeed, the SBC Illinois technician, in order to assist a CLEC in
399 Acceptance or even Cooperative testing, does not need any test equipment at all).

400

401 **Q. DOES THE SBC ILLINOIS TECHNICIAN PERFORM ANY PROVISIONING**
402 **OR TESTING FUNCTIONS DURING ACCEPTANCE TESTING?**

403 A. No.

404

405 **Q. WHAT IS COOPERATIVE TESTING?**

406 A. Cooperative testing is performed in the same manner as Acceptance testing, except
407 Cooperative testing is requested via a trouble ticket after the LSR has been completed
408 (i.e., during the maintenance phase).

409

410 **Q. DOES THE SBC ILLINOIS TECHNICIAN PERFORM ANY MAINTENANCE**
411 **OR TESTING FUNCTIONS DURING COOPERATIVE TESTING?**

412 A. No.

413
414 **Q. IS ACCEPTANCE OR COOPERATIVE TESTING REQUIRED FOR ALL xDSL-**
415 **CAPABLE LOOP ORDERS?**

416 A. No, Acceptance testing is entirely voluntary, the CLEC performs it by itself, and must
417 pay for it during the xDSL-capable loop provisioning phase. Cooperative testing is also
418 entirely voluntary which the CLEC requests in the maintenance phase, and which the
419 CLEC pays for in response to a CLEC trouble-ticket associated with an xDSL-capable
420 loop. Therefore, it is, and remains, solely the CLEC's option whether to request (and
421 then to perform) Acceptance or Cooperative testing.

422
423 **Q. WOULD YOU PLEASE DESCRIBE THE ACCEPTANCE/COOPERATIVE**
424 **TESTING PROCESS?**

425 A. Yes. However, there are numerous steps the SBC Illinois technician completes *before*
426 calling the SBC Local Operations Center (LOC) to initiate CLEC-requested Acceptance
427 or Cooperative testing. In fact, these steps are completed by the on-site SBC Illinois
428 technician regardless whether or not the CLEC orders Acceptance or Cooperative testing.

429
430 *Before* Acceptance testing, during this provisioning process, the SBC Illinois technician
431 performs a series of tests ensuring there are no faults on the xDSL-capable loop (no

432 opens, grounds, shorts, or crosses), the loop has also passed "Proof of Continuity,"³¹ and,
433 if applicable, all CLEC-requested loop conditioning has been completed. For
434 Cooperative testing, the SBC Illinois technician is working from a trouble ticket that has
435 been initiated by the CLEC. But again, the SBC Illinois technician, prior to engaging the
436 CLEC in its requested Cooperative testing, validates there are no faults on the xDSL-
437 capable loop, it has continuity, and that any requested repair has been completed.

438
439 Once all of these steps have been completed, there are procedures common for both
440 Acceptance and Cooperative testing:

- 441 1. Step 1: Once the loop passes all tests described above (no faults on the xDSL-
442 capable loop – no opens, grounds, shorts, or crosses – the loop passed "Proof
443 of Continuity," and, if applicable, all CLEC-requested loop conditioning has
444 been completed), the SBC Illinois technician calls the LOC, and the LOC
445 bridges the CLEC on the line for a three-way call.³²
- 446 2. Step 2: Using a copper wire strap the SBC Illinois technician will put a solid
447 short across the tip and ring of the xDSL-capable loop, and/or open the loop
448 circuit. Once the CLEC verifies the short with its own test equipment, this
449 indicates "Proof of Continuity" (defined in disputed Section 9.2.2.12.1.2).
- 450 3. Step 3: The CLEC performs its own testing using its own equipment on the
451 xDSL-capable loop. Once the CLEC completes its testing, it provides SBC
452 Illinois a confirmation number, and the call is terminated. The SBC Illinois
453 technician is released to go work other CLEC or SBC retail service orders,
454 and the CLEC is billed for the Acceptance or Cooperative test.

³¹ "Proof of Continuity" is defined in section 9.2.2.12.1.2 of **SCHEDULE 9.2.2**: "For purposes of this Schedule 9.2.2, 'proof of continuity' shall be determined by performing a physical fault test from the MPOE or other demarcation point to the POI located on the horizontal side of the MDF by providing a short across the circuit on the tip and ring, and registering whether it can be received at the far end." AT&T disputes this language but has not offered a counter-proposal.

³² It should be noted here that the only time an SBC Illinois technician would call the LOC to add a CLEC on the line for this three-way call, is when (a) the technician has been dispatched and is already at the end-user location, and (b) the technician is preparing to complete the order or trouble ticket.

455

456 **Q. WHAT DOES THE SBC ILLINOIS TECHNICIAN DO WHILE THE CLEC**
457 **PERFORMS ITS OWN TESTING DURING ACCEPTANCE OR COOPERATIVE**
458 **TESTING?**

459 A. The technician is doing nothing but waiting for the CLEC to complete its testing.

460

461 **Q. DOES THE SBC ILLINOIS TECHNICIAN USE ANY TEST EQUIPMENT TO**
462 **ASSIST THE CLEC IN ACCEPTANCE OR COOPERATIVE TESTING?**

463 A. No.

464

465 **Q. WHAT IS THE BENEFIT OF ACCEPTANCE/COOPERATIVE TESTING?**

466 A. Acceptance/Cooperative testing allows the CLEC to use its own test equipment to
467 perform its own flavor of testing on the loop, without incurring the cost of dispatching its
468 own technician to the field. As such, this alleviates the need for the CLEC to incur the
469 cost of dispatching one of its own technicians (performing a "truck roll"), since SBC
470 Illinois already has a technician at the end-user premise for the specific reason of
471 provisioning and testing the xDSL-capable loop.

472

473 **Q. CAN YOU DESCRIBE THE CNR PROCESS THAT AT&T REFERS TO?**

474 A. Yes. The CNR (Customer Not Ready) process allows SBC Illinois to delay completing
475 the provisioning and testing of a CLEC LSR for a variety of reasons, none of which have,
476 or have had, anything to do with Acceptance or Cooperative testing. Specifically, the
477 CNR process was designed to address conditions where the work necessary to

478 successfully provision and complete a CLEC order could not be completed because either
479 the requesting CLEC or the CLEC's end-user was not ready. The CNR process allows
480 SBC Illinois to identify a CLEC's LSR with a "jeopardy" code (such as no access to the
481 end-user's NID) *before* installation work begins. Once SBC Illinois notifies the CLEC of
482 the CNR condition, the CLEC must provide SBC's Local Service Center (LSC) with a
483 supplement (SUPP) due date to the LSR (or the CLEC can cancel the order). It is my
484 understanding that the original intent of the CNR process, which dates back to 1998, was
485 to reduce, if not eliminate, stranded trunks (loops between two different central offices),
486 or free up trunks for other carriers.³³

487

488 **Q. IS MR. NOORANI CORRECT WHEN HE STATES THAT THE CNR PROCESS**
489 **IS "THE CORRECT (AND CURRENT) PROCEDURE"³⁴ WHEN AT&T IS NOT**
490 **READY TO PERFORM ACCEPTANCE OR COOPRATIVE TESTING?**

491 A. No. First, the CNR process is not now nor has it ever been part of Acceptance or
492 Cooperative testing. Remember, the original intent of the CNR process was to reduce, if
493 not eliminate, stranded trunks, or to free up trunks for other carriers by allowing the
494 CLEC to supplement its order to change the due date (not reschedule CLEC-performed
495 testing).

496

³³ Generically, the term "stranded" refers to a loop that has been assigned and provisioned at the request of a CLEC LSR, but is not being used for service. Think of it in terms as being "inactive" or "idle," in that the loop is not working, it is not generating any revenue for either the CLEC or SBC Illinois, but it is not able to be assigned on any other service order, whether for CLEC or for SBC Illinois. Thus, the intent of the CNR process was to prevent loops from being left in such an indeterminate state (un-assignable).

³⁴ Noorani, direct, line 1678.

496 Second, typically when an order is placed into the CNR process, the loop has not been
497 fully provisioned or tested. This is not so when provisioning xDSL-capable loop orders
498 where a CLEC has ordered Acceptance testing, because once the Acceptance or
499 Cooperative testing phase has been reached, the xDSL-capable loop is ready for service.
500 That is to say, all pre-service testing (such as a CO testing) has been completed, all cross-
501 connects have been placed, and all SBC Illinois technician testing at the NID, as detailed
502 in my testimony for provisioning xDSL-capable loops, has been completed.

503
504 Because of this, the CNR process is not, and cannot be, appropriately applied to
505 Acceptance or Cooperative testing. Moreover, it is wholly inappropriate and inefficient
506 for an xDSL-capable loop that is ready for service to be placed in CNR status. The
507 reason this is so is because the SBC Illinois technician has stood idly by at a customer
508 location for more than ten (10) minutes waiting for AT&T to perform the testing AT&T
509 itself requested to perform, but AT&T either did not respond or was not prepared to
510 perform its requested testing.

511
512 **Q. IS MR. NOORANI CORRECT WHEN HE STATES THAT SBC ILLINOIS'**
513 **ACCEPTANCE AND COOPERATIVE TESTING PROCEDURES REPRESENT**
514 **A "NEW PROCESS"?**³⁵

515 A. No. The procedures for closing orders when a CLEC fails to provide a "live"
516 representative (through no answer or placement on hold) for over ten (10) minutes, is not
517 a new process, but has instead been in place for many years. In fact, and as stated in my

³⁵ Id., line 1682.

518 testimony regarding PSD masks, there are numerous CLEC interconnection agreements
519 for xDSL service providers in SBC Illinois, and all have language comparable, if not
520 identical, to what SBC Illinois proposed to AT&T.

521

522 **Q. IS MR. NOORANI CORRECT WHEN HE SAYS THAT A “DELAY COULD BE**
523 **CAUSED AT EITHER END”³⁶ WHEN SBC ILLINOIS CANNOT REACH A**
524 **“LIVE” REPRESENTATIVE (THROUGH NO ANSWER OR PLACEMENT ON**
525 **HOLD)?**

526 A. No. The “delay” is caused by AT&T when SBC Illinois initiates the call but cannot
527 reach a “live” AT&T representative (through no answer or placement on hold).
528 Therefore, since SBC Illinois initiates the call it is obvious that SBC Illinois cannot be the
529 cause of the delay.

530

531 **Q. IS MR. NOORANI CORRECT WHEN HE SAYS THAT SBC ILLINOIS HAS**
532 **“SUMMARILY DISCARD[ED] A PROCESS THAT THE PARTIES HAVE**
533 **DEVELOPED OVER A NUMBER OF YEARS....”³⁷**

534 A. No. In fact, the opposite is true on two points. First, SBC Illinois has neither proposed
535 changes nor discarded changes to the CNR process during this proceeding (and to the
536 best of my knowledge, there are no proposed changes or discarded changes to the CNR
537 process in any other venue, such as the CLEC User Forum or Change Management).

538

³⁶ Id., line 1686.

³⁷ Id., lines 1690-1691.

538 Second, it is AT&T, not SBC Illinois, who is discarding procedures for Acceptance and
539 Cooperative testing that have existed for many years, and are used by many other CLECs.
540 It is my understanding that these existing procedures were developed collaboratively (in
541 the CLEC User Forum) between SBC and CLECs, including AT&T, interested in not
542 only using the Acceptance and Cooperative testing procedures, but also in the
543 development of those procedures.

544

545 **Q. IS MR. NOORANI CORRECT WHEN HE SAYS “THERE IS NO TECHNICAL**
546 **REASON”³⁸ FOR SBC ILLINOIS TO CONTINUE USING THE PROCESS AND**
547 **PROCEDURES CURRENTLY USED BY CLECS ACROSS SBC 13-STATE FOR**
548 **ACCEPTANCE AND COOPERATIVE TESTING?**

549 A. No. Mr. Noorani has failed to consider, or overlooked, that once the provisioning process
550 for xDSL-capable loops have reached the Acceptance testing phase, all cross-connect(s)
551 are placed at the central office, all cross-connects have been placed in the outside plant,
552 and all SBC Illinois technician testing has been completed at the NID. Likewise, once
553 the maintenance phase for an xDSL-capable loop has reached the Cooperative testing
554 phase, all repairs and testing have been completed. What AT&T is seeking here is
555 something in direct contradiction to the CNR process – that an xDSL-capable loop be
556 placed in a hold status (stranded) unless and until AT&T is ready to perform the
557 Acceptance or Cooperative test it requested.

558

³⁸ Id., lines 1696-1698.

559 Additionally, and as stated in my testimony, once the xDSL-capable UNE loop order
560 reaches the Acceptance or Cooperative testing phase, SBC Illinois has a technician at the
561 end-user premise. That is to say, SBC Illinois has already incurred the expense of a
562 “truck-roll”. This is not necessarily so with the CNR process, which could be invoked
563 before a “truck-roll.”

564

565 **Q. IS THE CNR PROCESS LESS SUITABLE THAN CLOSING THE ORDER?**

566 A. Yes, the CNR process is less suitable than closing the order (or trouble ticket) if AT&T
567 cannot provide a “live” representative (through no answer or placement on hold), and the
568 reasons are many:

569 1. Acceptance or Cooperative testing begins *after* an SBC Illinois technician is already
570 at the end-user’s location, and all work necessary to close the order or trouble ticket
571 have been completed. The CNR process typically starts *before* all work necessary to
572 close an order has been completed. Thus, using the CNR process in conjunction with
573 Acceptance or Cooperative testing would not prevent lost time for SBC LOC and
574 LSC personnel, and it would not prevent lost time and an unnecessary dispatch of the
575 SBC Illinois technician.

576 2. Acceptance or Cooperative testing occurs “upon delivery of a loop to/for AT&T,”³⁹
577 which is language AT&T agreed to, accepted, and is currently included in its
578 proposed appendix. The CNR process does not provide Acceptance or Cooperative
579 testing “upon delivery of a loop to/for AT&T,”⁴⁰ and it does not provide a means for

³⁹ See Section 9.2.2.13.2.1 of **SCHEDULE 9.2.2.**

⁴⁰ Id.

580 coordinating or scheduling Acceptance or Cooperative testing with the LSC, the
581 LOC, the SBC Illinois technician, or the CLEC.

582 3. AT&T's language would create unnecessary dispatches of SBC Illinois technicians
583 and unnecessary delays in provisioning and or repair of other wholesale and retail
584 orders, which would negatively affect other end-users in Illinois from both a
585 wholesale and retail perspective.

586 4. SBC Illinois would not receive any cost-recovery for these additional dispatches
587 because they are not built into any current charge. Accordingly, there is no incentive
588 for the CLEC to work effectively and efficiently in coordinating Acceptance or
589 Cooperative testing. In essence, the CLEC could repeatedly resubmit its order with a
590 new due date AFTER the SBC Illinois technician has been dispatched and is at the
591 end-user's location. Each SBC Illinois technician dispatch plus each subsequent
592 resubmission of a CLEC order, would equate to lost time, lost production, and loss of
593 revenue.⁴¹

594

595 Since SBC Illinois is expected, and held accountable, to meet AT&T's installation
596 service request due dates, AT&T should be expected to complete any Acceptance or
597 Cooperative testing it wants to do "upon delivery of a loop to/for AT&T,"⁴² and "at the
598

⁴¹ Because AT&T cannot efficiently manage its business affairs for Acceptance or Cooperative testing in a forthright and efficient manner (i.e., AT&T cannot provide a "live" representative through no answer or placement on hold within ten (10) minutes), it seeks to shift the financial burden and loss of productivity to SBC Illinois, even though SBC Illinois is not the cause of the delay. (Noorani, lines 1692-1694)

⁴² See agreed to language in 9.2.2.13.2.1.

598 time of installation of the service request,”⁴³ while SBC Illinois has its technician at the
599 end-user’s location. If AT&T does not have adequate resources to provide a “live”
600 representative (through no answer or placement on hold) for over ten (10) minutes, this is
601 not a problem with SBC Illinois’ methods and procedures, but is instead purely an
602 internal problem for AT&T to resolve and improve. End-users and SBC Illinois should
603 not be penalized, inconvenienced, nor obligated to incur the expense of AT&T’s own
604 delays and inefficiencies.

605

606 **Q. HOW DOES AT&T MANAGE ITS OWN DSL CUSTOMER WHEN THAT**
607 **CUSTOMER FAILS TO MEET THE SCHEDULED INSTALLATION**
608 **APPOINTMENT?**

609 A. AT&T demands that when its DSL customer makes a scheduled appointment, the
610 customer must not only keep the scheduled appointment, but the customer must also be at
611 their location when the AT&T technician, or its partnering CLEC technician
612 representative (such as Covad), arrives to install the service. AT&T’s advertised
613 documentation for DSL installation states that if its customer fails to adhere to the
614 scheduled appointment time, the AT&T customer will suffer the financial consequence of
615 delaying AT&T’s opportunity to complete the DSL order. AT&T’s rules state:

- 616 • “Please keep in mind that a responsible party must be on location for the
617 scheduled appointment date to grant access to the Field Service Technician
618 (FST). If no one is present, the FST will attempt to contact AT&T and the

⁴³ This language is taken from section 9.2.2.13.1.1 of SCHEDULE 9.2.2 and is agreed-to language by the parties.

619 end-user by phone for up to 15 minutes. Re-scheduling a new installation
620 appointment will incur a \$100 missed appointment fee.”⁴⁴

621 And,

622 • “If the End User chooses NOT to complete installation, AT&T will schedule
623 another installation date and a Technician Dispatch fee will apply.”⁴⁵

624

625 Therefore, it appears that when AT&T’s own DSL customer is not ready for installation,
626 after its technician has already been dispatched to provision the DSL service, AT&T may
627 close the DSL order and then assess its customer a \$100 missed appointment fee.

628

629 **Q. IS AT&T’S POSITION UNREASONABLE THAT IT SHOULD CHARGE A \$100**
630 **MISSED APPOINTMENT FEE WHEN IT CANNOT COMPLETE ITS DSL**
631 **ORDER BECAUSE ITS CUSTOMER IS NOT THERE AT THE SCHEDULED**
632 **INSTALLATION TIME?**

633 A. Not at all. In fact, if AT&T’s customer causes an unnecessary dispatch of AT&T’s DSL
634 technician, AT&T should be able to close the DSL order and receive cost-recovery for
635 the unnecessary dispatch as well as any subsequent dispatches. However, that policy and
636 procedure cuts both ways – that is to say, if it applies to AT&T it should also apply for
637 SBC Illinois. SBC Illinois should be able to have the same opportunity to close the order
638 and seek cost recovery for an unnecessary dispatch in the event AT&T fails to live up to
639 its commitment for Acceptance or Cooperative testing. However, it appears AT&T

⁴⁴ See <http://dsl.bus.att.com/pdf/expectation.pdf>.

⁴⁵ See http://dsl.bus.att.com/pdf/service_guide.pdf.

640 would like to recover its costs for a missed appointment, but would prefer that SBC
641 Illinois bear the financial burden should AT&T not be prepared to engage in its requested
642 Acceptance or Cooperative testing at the time it was scheduled with SBC Illinois.

643

644 **Q. WOULD THERE BE NEGATIVE CONSEQUENCES FOR END-USERS AND**
645 **OTHER CLECS IN ILLINOIS IF AT&T'S PROPOSED CONTRACT**
646 **LANGUAGE IS APPROVED?**

647 A. Yes. If this Commission approves the language AT&T has proposed, AT&T would be
648 given preferential treatment over all other CLECs in the Acceptance/Cooperative testing
649 process, as well as other SBC Illinois retail orders. The result could be unnecessary
650 delays for SBC Illinois field technicians who are required to work multiple wholesale and
651 retail orders in a single day.⁴⁶ Ultimately, end-users in Illinois could suffer if AT&T were
652 allowed to put LOC personnel and SBC Illinois technicians on hold for extended periods
653 of time, and for multiple occurrences.

654

655 The reason for this is because the SBC Illinois technician would not be able to test other
656 wholesale or retail orders in an efficient manner. AT&T would have no incentive to
657 answer the phone in a timely manner, or AT&T could put the LOC on hold for an
658 indefinite period of time, thus leaving the SBC Illinois technician with nothing to do at
659 the end-user's NID but stand idly by. Additionally, AT&T could continually supplement
660 its orders for new due dates over and over again, and even though SBC Illinois would

⁴⁶It should be noted here, again, that under the Acceptance/Cooperative testing procedures, the only technician that has been dispatched to the field is the SBC Illinois technician. In other words, Acceptance/Cooperative testing alleviates the need for the CLEC to perform a "truck roll."

661 have to dispatch its technician for Acceptance or Cooperative testing, SBC Illinois (under
662 AT&T's proposal) may not receive cost recovery for these unnecessary dispatches (and
663 as noted in my testimony, AT&T demands that its own customers meet their scheduled
664 installation appointment times or AT&T may close the DSL order and charge its
665 customer a \$100 missed appointment fee). SBC Illinois personnel are required to
666 coordinate provisioning and maintenance processes with other internal and external
667 groups for retail orders and other CLEC wholesale orders, not just AT&T alone.
668

669 **Q. IS THERE A VENUE OTHER THAN A TWO-PARTY ARBITRATION WHERE**
670 **CLECS, INCLUDING AT&T, CAN ADDRESS ACCEPTANCE/COOPERATIVE**
671 **TESTING ISSUES FOR RESOLUTION?**

672 **A.** Yes. Historically, the CLEC User Forum (CUF) has been the venue used by CLECs to
673 voice their concerns on Acceptance/Cooperative testing issues.⁴⁷ In fact, one particular
674 issue regarding Acceptance testing was closed to the CLECs' satisfaction on February 20,
675 2002. The issues log posted to CLEC Online indicates that before the issue was closed,
676 AT&T made the following statement during the 09/19/01 CUF meeting:

677 • "...acceptance testing isn't very helpful. CLECs cannot do anything that
678 cannot be done from the cage."
679

680 Obviously AT&T is clearly being inconsistent. On the one hand, AT&T argues in this
681 proceeding that SBC Illinois should be required to develop special processes in Illinois to

⁴⁷ Not only is AT&T a participant at the CUF meetings, but it is my understanding that AT&T has representation (membership) on the Executive Steering Committee.

682 support Acceptance and Cooperative testing for AT&T alone, while SBC Illinois, as well
683 as the other 12 SBC ILECs, utilize the process SBC Illinois has proposed herein. The
684 CNR process, as proposed by AT&T, is not used by any other CLEC in Illinois, or any
685 other CLEC, including AT&T, operating in any other SBC state.

686

687 On the other hand, it appears from AT&T's own statements that AT&T does not believe
688 Acceptance testing is or would be helpful to AT&T and therefore, it appears questionable
689 whether AT&T would even use the option. In other words, AT&T is seeking for SBC
690 Illinois to develop a special process for AT&T alone in Illinois, at SBC Illinois' own
691 expense, so that AT&T can (1) delay SBC Illinois technicians from efficiently
692 provisioning and completing xDSL loop orders for all other CLECs (as well as other
693 retail orders for SBC Illinois, and (2) delay the completion of its own xDSL loop orders
694 which would ultimately yield loops stranded and un-assignable for any other CLEC or
695 SBC Illinois order. Clearly, AT&T's proposal is beyond all bounds of reasonableness.

696

697 For all of the reasons set forth for this issue in my testimony, as well as the testimony of
698 Ms. Chapman, I believe this Commission should accept SBC Illinois' proposed language
699 for issue 20.

700

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

702 **A. Yes.**

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

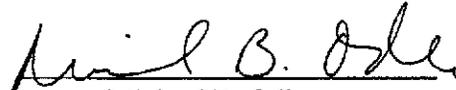
AT&T Communications of Illinois, Inc.)
TCG Illinois and TCG Chicago)
)
Petition for Arbitration of Interconnection Rates,)
Terms and Conditions and Related Arrangements)
With Illinois Bell Telephone Company d/b/a)
SBC Illinois Pursuant to Section 252(b))
of the Telecommunications Act of 1996)

Docket No. 03-0239

VERIFICATION

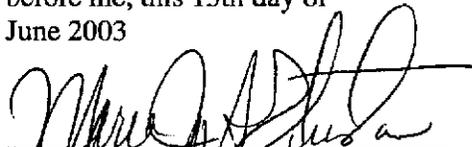
Michael B. Odle, being first duly sworn on oath, deposes and states the following:

1. I am the Area Manager – Network Regulatory for SBC.
2. The facts set forth and statements made in my foregoing Direct Testimony are true and correct to the best of my knowledge, information and belief.
3. Further affiant saith not.


Michael B. Odle

STATE OF TEXAS
COUNTY OF DALLAS

Subscribed and sworn to
before me, this 13th day of
June 2003


Notary Public

