are not receiving, and the ILEC is not providing, nondiscriminatory access to such property and facilities. Access to full and complete information regarding pathway facilities is necessary to perform route planning for new telecommunication facilities. Route planning requires that engineers design a route by piecing together, segment by segment, available pathway segments owned and controlled by SWBT, in order to create a pathway to place new facilities to connect a carrier's facilities and to connect to a customer. To accomplish this, engineers must have access to as much information regarding available pathway facilities as possible in order to select the most efficient route from all of the available segment options. A lack of access to full, reliable, accurate and timely information regarding pathway facilities will act as an impediment to any CLEC in attempting to provide services through their own facilities.

16. I disagree with Mr. Hearst's statement (Affidavit of James A. Hearst, ¶¶ 70-73) that the Master Agreement ensures that SWBT will provide access to its records and other relevant data as required by the Act and the Local Competition Order. Although SWBT's engineers have virtually immediate access to all of its outside plant records, the Master Agreement: (1) specifies that a CLEC must wait at least two days before it can inspect SWBT's records, and (2) limits the kinds of records a CLEC can copy and inspect. Such discriminatory treatment of access to these records, which are an integral component of the overall poles, conduits, and rights-of-way assets, is contrary to the intent of the Act and the Local Competition Order.

17. Furthermore, under the Master Agreement, SWBT can also control competitive intelligence through its one-sided nondisclosure agreement (Appendix V to the Master Agreement). Although the Master Agreement contains provisions that safeguard SWBT's competitively sensitive information, it offers no safeguards for such information provided by requesting carriers, such as the fact that and locations where a CLEC is considering building facilities.

18. AT&T's experiences strongly indicate that SWBT's processes for making access available are far from nondiscriminatory and do not fulfill the statutory mandate. Notwithstanding the existence of arbitration decisions requiring nondiscriminatory access to outside plant records, the processes in place at SWBT's field offices have not been modified to accommodate new entrants' needs to view and copy records. Requests for access appear to be handled in much the same manner as SWBT had handled requests of noncompeting cable television providers during the 1980s, before the Act ordered that access be nondiscriminatory.

19. AT&T's experience with SWBT in Texas underscores my concern that the Master Agreement is insufficient to ensure that CLECs receive nondiscriminatory access in Oklahoma. AT&T there requested information from SWBT regarding the availability of existing cable facilities (dark fiber) as a part of a process for determining whether AT&T would need access to existing pole and conduit space to install its own cable. More than five weeks passed from the date of AT&T's request before SWBT would permit AT&T to glimpse SWBT's conduit records. AT&T has still not received the engineering and pricing

information that it requested from SWBT over 3 months ago. Without this information, AT&T is unable to make an informed choice between using dark fiber or requesting access to pole and conduit space. SWBT refused even to respond in a straightforward manner to AT&T's inquiry about the number of fibers available on a particular span. SWBT actually insisted that it would respond only to questions that could be answered either "yes" or "no."

2. The Master Agreement Does Not Provide for Nondiscriminatory Procedures And Processes By Which CLECs Can Obtain Access To Its Poles, Ducts, Conduits and Rights-Of-Way.

20. SWBT's proposed process for obtaining access to its poles, ducts, conduits and rights-of way, as set forth in the Master Agreement, is discriminatory because it is inconsistent with the processes SWBT's own engineers follow when obtaining space on or in the same SWBT owned or controlled poles, ducts, conduits, and rights-of-way for SWBT's own use. For instance, SWBT does not double-check its own assessments regarding the feasibility of a pole attachment. Yet, the Master Agreement permits SWBT to double-check a CLEC's assessment in the form of a "pre-license survey." Thus, this provision of the Master Agreement does not treat CLECs and SWBT equally and is contrary to the Act and the Local Competition Order. Moreover, this provision of the Master Agreement will increase the cost of CLECs that are trying to provide competing services.

3. The Master Agreement Imposes Discriminatory Conditions On CLECs' Rights to Undertake Make-Ready Work.

21. In order to provide nondiscriminatory access, SWBT must permit a CLEC to engineer and perform work on its own behalf. For make-ready work and facilities modifications, however, the Master Agreement allows only "authorized contractors" to engineer and perform work. Whether a CLEC is an "authorized contractor" is left to the sole discretion of SWBT under the Master Agreement. This conflicts with the Commission's decision that ILECs "should not require parties seeking to make attachments to use the individual employees or contractors hired or predesignated by the utility." See Local Competition Order ¶ 1182.

4. The Master Agreement Imposes Discriminatory Conditions on CLECs' Rights With Respect to Conveyance, Transfer or Abandonment of Poles, Ducts, Conduits and Rights-of Way.

22. Section 4.03 of the Master Agreement permits SWBT to convey, transfer or abandon property without regard to the rights of CLECs who have requested or are receiving access to such property. This is a wholly unreasonable condition on access because a CLEC has no assurance that it will continue to receive access for any period of time. Thus, the decision rendered in the AT&T/SWBT arbitration in Kansas rejected a similar provision proposed by SWBT, and required that any transfer of facilities by SWBT must be subject to AT&T's existing rights. The Master Agreement contains no similar provision with respect to the rights of AT&T or any other CLEC.

23. Section 4.03 of the Master Agreement is not merely unreasonable, but also is discriminatory vis-a-vis SWBT's treatment of itself, as well as other entities to which SWBT is providing access. Most fundamentally, SWBT obviously will not convey or abandon property unless that is consistent with its own business needs, but it purports to reserve the right to do so regardless of the needs of the CLECs to which it is providing access. In addition, SWBT has agreements with electric companies to which it furnishes access to its facilities that provide that any transfer will be subject to the rights of those companies. As noted above, the Master Agreement contains no comparable provision to protect the interests of CLECs.

5. The Master Agreement Fails To Provide Specific Performance Guarantees Concerning Access to SWBT's Poles, Ducts, Conduits and Rights-Of-Way.

24. SWBT's Master Agreement contains no performance intervals to which it is obligated to adhere. For instance, SWBT has refused to commit to any performance intervals for initiation and completion of make-ready work that it performs, either by its own agreement or as a condition to providing access. The lack of specificity with respect to performance intervals regarding make-ready work results in uncertainty as to whether and when a CLEC can receive access to SWBT's facilities for its own network. In contrast, the Master Agreement purports to require a CLEC to rearrange its facilities (essentially a make-

ready type of activity) within 60 days of notice from SWBT. In other words, the only performance intervals in the Master Agreement are those that constrain CLECs.

B. The Master Agreement Fails to Provide Access to Poles, Ducts, Conduits and Rights-of-way That SWBT Owns or controls at Just and Reasonable Rates.

1. Assessing Fees for Periods When Access is Neither Requested Nor Provided.

25. The Master Agreement provides that SWBT will provide access only for defined periods of time in a calendar year, and requires CLECs to pay all fees and charges as if they had requested and received access for that entire period. For example, under the Master Agreement, if a CLEC was assigned space on June 20, it would be required to pay recurring and other charges for the period from January 1 through June 30; if the CLEC desired to vacate that same space on August 3, the Master Agreement would require the CLEC to pay for the entire six month period from July 1 through December 31, regardless of the notice provided by the CLEC. This fee structure is unreasonable on its face.

2. SWBT Has the Ability Unilaterally To Impose Unnecessary "Pre-License Survey"and Supervision Costs.

26. Appendix I to SWBT's Master Agreement, paragraph D.1, calls for a CLEC to pay SWBT for "all other work performed by SWBT . . . including monitoring by SWBT of activities performed by or on behalf of [a CLEC] on or in the vicinity of SWBT's

poles, ducts, conduits, and rights-of-way." Such costs are burdensome and are without just cause. Indeed, in its Arbitration Order (AT&T issue number 68), the Kansas Commission stated that SWBT "should bear the entire cost" of SWBT's observer(s). Moreover, sending unsolicited "overseers" to a CLEC's job site, and then billing the CLEC, is not at all consistent with the spirit or intent of nondiscriminatory access. SWBT does not offer to pay a third party for overseeing its operations, nor would it be willing to pay a CLEC that sends its own representative to supervise work performed by SWBT on the CLEC's behalf.

3. Prepayment of Fees

27. The Master Agreement provides that SWBT will collect payment for make-ready work in advance even though SWBT pays its own contractors in arrears or on progress payments/installments. This practice places unfair and unnecessary financial burdens on CLECs. Make-ready work is often very expensive (often amounting to a few thousand dollars per pole) and time intensive. Thus, the time-value of the cost of make-ready work is quite substantial. This practice is especially egregious in light of SWBT's failure to establish acceptable performance intervals for the initiation and completion of the make-ready work. Furthermore, this provision does not treat SWBT and CLECs equally and thus is discriminatory.

C. SWBT Is Otherwise Not Complying with Section 224.

28. SWBT's Master Agreement limits a CLEC's access to a critical piece of the conduit system: the Central Office entrance conduit. The pole attachment provision of the Act and the Local Competition Order grant CLECs access to any conduits under the ownership or control of an ILEC. See 47 U.S.C. § 224(f)(1); Local Competition Order ¶¶ 1178-1181. Although the conduit connecting the Central Office (C.O.) vault to the C.O. manhole clearly is under the ownership and control of SWBT, SWBT attempts to throttle back a CLEC's deployment of plant at this critical pathway, where most local facilities aggregate. The SGAT's collocation provisions preclude a CLEC from being able to access this critical piece of the conduit network directly, stating that the interconnector may only bring "its fiber optic cable to the . . . entrance manhole(s) designated by SWBT, . . . [so that SWBT may] fully extend the Interconnector-provided cable facilities [to] the cable vault." See SWBT SGAT Appendix PC, §9.3. In other words, SWBT denies access to this portion of its conduit system to CLECs that desire to use it for their own cable. There is no legitimate reason to bar a CLEC from installing its own cable in these conduits.

V. CONCLUSION

29. SWBT is not currently providing access to its poles, ducts, conduits or rights-of-way to any CLEC in Oklahoma. None of the documents upon which SWBT relies in its application come close to ensuring that CLECs receive the nondiscriminatory access required by law and necessary to promote facilities-based competition. Indeed, these

documents, including the Master Agreement that is part of SWBT's SGAT, contain numerous provisions that are discriminatory on their face.

FCC DOCKET CC NO. 97-121
AFFIDAVIT OF DANIEL C. KEATING, III

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on April 24, ____ 1997.

Daniel C. Keating III
Daniel C. Keating, III

SUBSCRIBED AND SWORN TO ME this 24th day of April, 1997.

ADRIAN A. CHRISTIANO
Notary Public, State of Texas
My Commission Expires 10/01/98

Adrian A. Christiano
Notary Public

My commission expires:

10/1/98

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BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the matter of	)	
	)	
Application of SBC Communications, Inc.,	)	
Southwestern Bell Telephone Company and	)	**CC Docket No. 97-121**
Southwestern Bell Communications	)	
Services, Inc. for Provision of	)	
In-Region, InterLATA Services in	)	
Oklahoma	)	

AFFIDAVIT

OF

MARK LANCASTER

ON BEHALF OF

AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

AT&T EXHIBIT I

FCC DOCKET CC NO. 97-121
AFFIDAVIT OF MARK LANCASTER

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II. INTRALATA TOLL DIALING PARITY 27

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

In the matter of	)	
	)	
Application of SBC Communications,	)	
Inc., Southwestern Bell Telephone	)	
Company, and Southwestern Bell	)	**CC Docket No. 97-121**
Communications Services, Inc. d/b/a	)	
Southwestern Bell Long Distance	)	
for Provision of In-Region InterLATA	)	
Services in Oklahoma	)	

AFFIDAVIT OF MARK LANCASTER
ON BEHALF OF
AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.

1. My name is Mark Lancaster, and my business address is 1100 Walnut Street, Kansas City, Missouri, 64106.

2. Since 1996 I have been employed by AT&T as a Technical Support Manager in the Local Service Division. My primary responsibilities are to provide internal strategic network planning expertise, and to work with government and industry representatives to establish regulatory conditions that facilitate full and fair competition in all segments of the telecommunications industry. A current focus of my work is supporting AT&T's effort to get interim and permanent local number portability in the states of Arkansas, Kansas, Missouri, Oklahoma, and Texas.

3. Before joining the AT&T Long Lines Engineering organization in 1982, I worked for Southwestern Bell Telephone Company (SWBT) as a Service Consultant in the Marketing organization for nearly four years. At SWBT I worked extensively with plant, engineering, accounting, and the business office in support of sales to customers in the utilities

and data processing industries. Between 1982 and 1990, I held positions at AT&T in engineering systems design, switch planning, and material management. From 1990 to 1993, I worked in the State Government Affairs organization, developing network and access costs in support of AT&T's intrastate service filings. My duties also included analysis, intervention, and negotiations related to local exchange carrier (LEC) service filings. From 1993 until I assumed my current responsibilities, I worked in all phases of access rate design and intervention, as part of the Access Management organization.

4. I earned a Bachelor of Science Degree in Psychology at Northwest Missouri State University, and a Master of Arts Degree in Education from the University of Missouri-Kansas City. I am working on a Master of Business Administration degree at Keller Graduate School of Management in Kansas City, Missouri.

SUMMARY

5. This affidavit focuses on SWBT's failure to demonstrate compliance with the number portability and intraLATA toll dialing parity requirements of Section 271 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

6. **Number Portability**. SWBT has not satisfied its duty to provide number portability under Section 271. In particular, SWBT refuses to provide number portability using route index solutions. Route index number portability solutions are technically feasible, non-database methods of providing interim number portability using existing network and switch capabilities. Route index solutions do not require any significant

investment in development of new hardware or software, but they are far superior to either remote call forwarding ("RCF") or direct inward dialing ("DID") as a means of providing number portability to medium and large business customers. SWBT's refusal to use this existing technology to provide number portability is indefensible, and will unnecessarily foreclose effective competition for a segment of the local market that is vital to the success of potential new entrants. In addition, SWBT proposes to assess competitive local exchange carriers (CLECs) that use LERG Reassignment a $10,000 charge for each NXX migration, contrary to the Act's requirement that recovery of costs be "competitively neutral." SWBT's Statement of Generally Available Terms and Conditions (SGAT) imposes several other unreasonable terms and conditions in connection with number portability.

7. **IntraLATA Toll Dialing Parity**. SWBT should not be authorized to offer in-region interLATA services until it shows that it can provide "intraLATA toll dialing parity throughout [Oklahoma] coincident with its exercise of that authority." 47 U.S.C. § 271(e)(2)(A). Under the Commission's regulations, SWBT "cannot offer intraLATA toll dialing parity within a state until [an] implementation plan has been approved by the appropriate state commission or the Commission." 47 C.F.R. § 51.213(a). Yet, apart from the assurances in the affidavit of Dale Kaeshoefer that a plan will be filed someday, SWBT has offered no evidence that it has a plan -- much less a plan approved by the Oklahoma commission -- to provide intraLATA toll dialing parity any time in the foreseeable future.

8. The details of implementing intraLATA toll dialing parity in Oklahoma are likely to be the subject of intense debate, as they have been in every other jurisdiction in

which intraLATA toll dialing parity has been considered. On the record before the Commission, there is no basis for determining whether SWBT is prepared to offer intraLATA toll dialing parity coincident with in-region interLATA services. This is an independent ground for denying SWBT's request for authority to offer in-region interLATA services at this time.

I. NUMBER PORTABILITY

A. NUMBER PORTABILITY IS ESSENTIAL TO LOCAL COMPETITION

9. Congress defined "number portability" as the "ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another." 47 U.S.C. § 153(30). Sections 251(b)(2) and 271(c)(2)(B)(xi) of the Act authorize the Commission to prescribe requirements for number portability. 47 U.S.C. §§ 251(b)(2), 271(c)(2)B)(xi).[1]

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[1] Section 251(b)(2) provides that SWBT and every other local exchange carrier has "[t]he duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission." Under Section 271, SWBT and its affiliates are prohibited from offering interLATA services unless SWBT complies with a competitive checklist, including providing number portability in accordance with the Commission's regulations: "Until the date by which the Commission issues regulations pursuant to Section 251 to require number portability, [SWBT and the other Bell operating companies must provide] interim telecommunications number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible. After that date, [the Bell operating companies must be in] full compliance with such regulations." 47 U.S.C. § 271(c)(2)(B)(xi) (emphasis added).

10. Congress and this Commission have recognized that local number portability is essential to meaningful competition in the provision of local exchange services. E.g., In the Matter of Telephone Number Portability ("Number Portability Order"), 11 FCC Rcd 8352, 8354-55 & nn. 7-8, 8411 (1996) (¶¶ 2, 28-31, 113). Generally customers will not change carriers if they must change their telephone numbers. Business customers are likely to be particularly reluctant to change their telephone numbers. They often spend years positioning their telephone numbers with customers and therefore regard their telephone numbers as important business assets. For example, business telephone numbers are printed on business cards, stationery, calendars, refrigerator magnets, and on the sides of service vehicles; business telephone numbers are the subject of jingles and the focus of multi-million dollar advertising campaigns. The Commission cited a nationwide Gallup survey presented by MCI that showed that "83% of business customers and 80% of residential customers would be unlikely to change local service providers if they had to change their telephone numbers." See Number Portability Order, 11 FCC Rcd at 8367-69 (¶¶ 29-31). Without local number portability, competition in the local exchange service market will be stillborn.

11. **Permanent Number Portability**. Pursuant to the Act, the Commission prescribed minimum criteria for permanent, long-term number portability. A permanent long-term number portability method must: (1) support existing network services, features, and capabilities; (2) efficiently use numbering resources; (3) not require end users to change their telecommunications numbers; (4) not result in unreasonable degradation in service quality or network reliability when implemented; (5) not result in any degradation of service quality or

network reliability when customers switch carriers; (6) not result in a carrier having a proprietary interest in the number portability methodology; (7) be able to accommodate location and service portability in the future; and (8) have no significant adverse impact outside the areas where number portability is deployed. 47 C.F.R. § 52.23(a), as amended, In the Matter of Telephone Number Portability, First Memorandum Opinion and Order on Reconsideration (March 11, 1997)("Reconsideration Order") at 12-13 (¶ 19); id., Appendix B.

12. The Commission prescribed a two-year schedule for development of a method of providing permanent local number portability that satisfied its minimum criteria and for its deployment in the 100 largest Metropolitan Statistical Areas ("MSAs"), including Oklahoma City (Third Quarter, 1998) and Tulsa (Fourth Quarter, 1998). Reconsideration Order, Appendix E; 47 C.F.R. § 52.23(b) & Appendix A. Even if SWBT meets the Commission's implementation schedule, however, permanent number portability will not be available in significant markets in Oklahoma and elsewhere for some time. The lack of a permanent number portability solution in Oklahoma today and in its urban centers through 1998 underscores the importance of the availability of interim solutions that approach the quality and reliability the Act requires of a permanent solution.

13. **Interim Number Portability**. Today, there are at least five "technically feasible" methods of providing interim number portability, pending deployment of permanent portability: two specifically mentioned in the Act and the Commission's regulations, RCF and DID, and three others, Route-Index-Portability Hub (RIPH), Directory Number-Route Index (DNRI), and Local Exchange Routing Guide (LERG) Reassignment, each of which is

described in the Commission's Number Portability Order. Number Portability Order, 11 FCC Rcd at 8361-62 and Appendix E. In Oklahoma, SWBT's approved interconnection agreements and its SGAT offer interim number portability through RCF, DID, and NXX Migration (or Local Exchange Routing Guide (LERG) Reassignment). This does not fully satisfy SWBT's obligation under the checklist and the Commission's regulations to provide RCF, DID, and "any other comparable and technically feasible method ... upon receipt of a specific request." 47 C.F.R. § 52.27.

14. SWBT rejected AT&T's specific request for route index number portability -- including RIPH and DNRI -- even though these methods are not only comparable to RCF and DID and technically feasible, but also necessary for AT&T to serve its business customers efficiently. SWBT insists that it is not obligated to provide route index number portability because the AT&T Arbitration Order in Oklahoma did not require it to do so. See SWBT Reply Comments, OCC Cause No. PUD 97-64 (state 271 investigation) at 55-56.[2] Significantly, however, SWBT already has been ordered to provide route index number portability in Kansas and Missouri, and has offered no evidence that any technical reason warrants a different result in Oklahoma.

15. Section 251 of the 1996 Act, which establishes the interim number portability obligations referred to in Item (xi) of the competitive checklist, requires local

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[2] Although the arbitrator declined to order SWBT to provide anything other than RCF, he expressly noted that "once the regional number portability group that is considering number portability issues completes its work, AT&T may seek another form of interim number portability at that time." See Application of AT&T for Compulsory Arbitration, OCC Cause No. PUD 96-218, at 16-17.

exchange carriers (LECs) "to provide to the extent technically feasible, number portability in accordance with the requirements prescribed by the Commission." 47 U.S.C. § 251(b)(2). The Commission's regulations require SWBT to provide those technically feasible interim number portability solutions that are necessary for competitive local exchange carriers (CLECs) to compete while they wait for a permanent number portability solution to be deployed. Number Portability Order, at 8409-10, 8411-12 (¶¶ 110-11, 115); 47 C.F.R. § 52.27.

16. As the Commission explained, "the 1996 Act contemplates a dynamic, not static, definition of technically feasible number portability methods." Number Portability Order, at 8409 (¶ 110). Thus, "when a number portability method that better satisfies the requirements of section 251(b)(2) than currently available measures becomes technically feasible, LECs must provide number portability by means of such method." Id., at 8412 (¶ 115) (emphasis added). As noted, the Commission's regulations explicitly require SWBT to provide RCF, DID, "or any other comparable and technically feasible" interim number portability method "upon receipt of a specific request" for that method from another telecommunications carrier, until permanent portability has been implemented. 47 C.F.R. § 52.27.

17. In short, under the Act and the Commission's regulations, SWBT has an ongoing obligation to provide all technically feasible interim number portability methods that are comparable to RCF and DID on request. SWBT has failed to demonstrate any legitimate basis for its refusal to provide route index number portability. Nor has SWBT shown that the

interim number portability methods it is willing to provide do not result in unnecessary impairment of service that would be avoided through route index number portability.

B. ROUTE INDEX NUMBER PORTABILITY IS THE BEST INTERIM METHOD FOR SERVING MOST BUSINESS CUSTOMERS

18. Each of the available interim methods of providing number portability suffers from serious shortcomings. Some of them, however, are significantly better than others for serving particular classes of customers. Allowing SWBT to force AT&T or other potential competitors to use interim number portability solutions that are less efficient or more costly than others that are readily available would largely defeat the purpose of requiring local exchange carriers to provide interim number portability. Consequently, AT&T and the other competitive local exchange carriers (CLECs) must have the right to select the interim number portability method that is most appropriate and cost effective for their particular customers.

19. AT&T needs route index number portability, for two reasons. First, route index number portability, by itself (that is, without LERG Reassignment), is required to effectively port the numbers of AT&T's medium and large business customers. Second, AT&T needs route index number portability, in conjunction with LERG Reassignment, in order to provide effective service to very large business customers.

20. There are two main forms of route index number portability: RIPH and DNRI. While RIPH and DNRI are similar, RIPH generally is a more efficient form of route index number portability, primarily because DNRI requires direct trunking between SWBT and

AT&T end offices. In contrast, RIPH allows AT&T to serve its customers through SWBT's tandem switch.

21. RIPH's tandem switching capability is more efficient than other interim number portability methods, because it allows ported calls from any number of SWBT end offices to be aggregated at SWBT's tandem offices prior to being routed to AT&T. The Commission has previously recognized that use of such tandem switches is "often more efficient" than RCF or DID, "because it alleviates the need for direct connections between every LEC end office in a local exchange and the switch of each competitive exchange provider."[3]

22. During negotiations of their interconnection agreement, AT&T requested SWBT to provide route index number portability, as well as RCF and LERG Reassignment, because it determined that they were necessary to assure that customers moving from SWBT's network to AT&T's network could do so without having to change numbers or suffer any unnecessary impairment of service or dialing and feature parity. Specifically, AT&T determined that: (1) RCF is the best currently feasible method for AT&T's residential and small business customers; (2) RIPH is the best currently available interim number portability method for AT&T's medium and large business customers;[4] and (3) LERG Reassignment (with

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[3] Telephone Number Portability, CC Docket No. 95-116, Notice of Proposed Rulemaking released July 13, 1995 ("Number Portability NPRM"), ¶ 61.

[4] As noted, although DNRI is a route index number portability solution, its principal disadvantage (in comparison to RIPH) as a vehicle for providing interim number portability is that it requires direct trunk groups between the AT&T switch and each SWBT end office from (continued...)

route indexing) is the best method for serving AT&T's largest business customers. A review of RCF, DID, and LERG Reassignment (with and without route index number portability) demonstrates why this is the case.

23. **Remote Call Forwarding.** RCF -- which SWBT is willing to provide -- is the most efficient interim number portability method for AT&T's residential and small business customers.[5] For the provisioning of individual lines, RCF preserves the screening-based CLASS features (such as "selective denial") and other functionalities that are commonly used by smaller customers. As provided by SWBT, however, RCF may be inadequate for any purpose. In the state 271 proceeding, Brooks Fiber Communications offered compelling evidence that "virtually every customer" whose number was ported by

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[4] (...continued)
which numbers are to be ported. AT&T prefers the RIPH form of number portability, but has no objections to using DNRI where the expected volume of traffic warrants individual trunk groups, or trunk groups are already in place, or the SWBT tandem cannot accommodate the reasonably expected volume of additional traffic. In these circumstances, DNRI may be an appropriate and acceptable method of providing interim local number portability for larger PBX customers. Where the SWBT tandem can accommodate the expected traffic and the expected volume of traffic does not warrant individual trunk groups, however, RIPH is considerably more efficient, cost effective, and practical than DNRI.

[5] RCF allows a customer to have calls to a telephone number at one location automatically transferred at the central office switch to a specified second telephone number, generally at a second location. For example, a business customer might use RCF to maintain a "local" number or "presence" in a community after the business has moved to a new location. Using RCF to provide interim number portability for an SWBT customer who transferred her local service to AT&T, the call is routed to the SWBT end office that previously terminated calls to the customer's number. The SWBT end office switch translates the called number and places a call to a second number with an NXX designating AT&T's switch. The call is then routed to AT&T's switch over SWBT's network, and terminated by AT&T to the customer. See Number Portability Order, Appendix E (¶ 10). (The path of a call to a telephone number ported using RCF is depicted in Attachment 1.)

SWBT using RCF had experienced problems, including periods of as much as several hours when the customer received no calls, apparently because of the way in which SWBT provisioned the service. Brooks Fiber Communications Response to AT&T RFI No. 1.1 (April 9, 1997) (OCC Exhibit 79).[6]

24. In any event, RCF suffers from some significant limitations as an option for medium and large business customers. First, trying to use RCF to port numbers to a business customer with a direct inward dialing PBX that served 500 directory numbers would require time consuming and expensive manual data entries for each of the 500 numbers. In addition to the time and expense associated with such a cumbersome process, the likelihood of errors is substantial. In contrast, using either of the route index methods, the entire block of

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[6] The administrative law judge specifically found that SWBT had failed to meet its obligation to provide interim number portability in accordance with the requirements of the Act. Application of Ernest G. Johnson, Director of the Public Utility Division, Oklahoma Corporation Commission to Explore the Requirements of Section 271 of the Telecommunications Act of 1996, OCC PUD 970000064, Report and Recommendations of the Administrative Law Judge at 36 (April 21, 1997). The Oklahoma commission staff recommended that the commission adopt the ALJ's report:

> Your Honors, I believe that it is the position of the Commission Staff that the report of the Administrative Law Judge should be upheld. We believe that the Administrative Law Judge took the time, read all the testimony. He read the testimony, all the comments and participated in the proceeding. I believe that he is probably one of the few ones who has had an opportunity to sit down and talk with the parties and make the determination. So with that being said, we respectfully request that the Report of the Administrative Law Judge be upheld.

OCC PUD 970000064, Transcript at 153 (April 23, 1997) (included in the record accompanying the OCC April 30, 1997 transmittal of comments to the FCC). Nonetheless, the Oklahoma commission rejected the ALJ's recommended decision. OCC Comments to the FCC at 8 (April 30, 1997).