1 money.

2 Q How much money would this bigger

3 cup cost?

4 A Five to ten million dollars

5 annually in operating expenses. Does not

6 include at least an organization that would

7 be funded because you need people to

8 unfortunately care and feed for the

9 technology even today. Since this is, in my

10 opinion, a unique activity.

11 It does not support directly any

12 other service function. It spans a large

13 number of -- it spans all of our service

14 areas. It would probably constitute an

15 organization at least at the one or two

16 million dollar annually funded level.

17 Q Now, just to reiterate in your

18 prior testimony, let's say AT&T made all

19 those investments, spent all that money, and

20 modified its network. Having done all that,

21 would it at that point be in a position to

22 block CLEC traffic when CLECs are using

1 unbundled switching?
2 A No.
3 Q So none of those modifications
4 would even address that issue?
5 A No.
6 Q How long would it take in your
7 estimation to implement the developmental
8 changes you described?
9 A The former ones. The latter ones I
10 can't do.
11 Q I'm sorry, the ones that you
12 described that AT&T could do, how long would
13 it take for AT&T to do the modifications it
14 could do?
15 A Particularly because of the impact
16 on switches and the vendor that we have
17 experience with, I would suspect two years is
18 a reasonable window to believe we could have
19 functionality in place in the systems that
20 are affected here. That is, of course,
21 dependent upon vendors telling me they agree
22 with how quickly they can develop the

1 requirements which will also have to be
2 defined.
3 Q In approximately two years.
4 A Approximately two years.
5 Q I just want to clarify the record
6 on perhaps a somewhat tangential issue, but
7 are you involved in providing or managing
8 AT&T's business relationships with LECs,
9 either CLECs or ILECs?
10 A No.
11 Q Do you know who within AT&T is
12 responsible for that?
13 A For procuring service access
14 management is the functional group that
15 interacts with and performs those functions
16 today.
17 Q I believe you said your business
18 address was Middletown, New Jersey. Do you
19 happen to know where Access Management is
20 based in AT&T?
21 A The Access Management organization
22 I would occasionally get involved with in

terms of just making sure we had processes in place would be in Bedminster, New Jersey.

Q How far apart are those?

A Fifty miles of over an hour commuting and standard hours.

Q In your work position, do you receive or are you provided with information about CLECs and their delivery of traffic to the AT&T network?

A No.

MR. MERON: I have no further questions.

JUDGE CHACHKIN: Let's take a ten-minute recess.

(Recess)

JUDGE CHACHKIN: Cross-examination. Mr. Heyman?

MR. HEYMAN: Thank you, Your Honor. Do we want to leave the door open for ventilation?

CROSS-EXAMINATION

BY MR. HEYMAN:

1 Q Good morning, Mr. Bauer. My name
2 is Kent Heyman as we introduced ourselves
3 before the proceeding. I'm here on behalf of
4 MGC.
5 A Good morning.
6 Q Good morning. I wanted to ask you
7 a couple of questions about the nature of the
8 work that you've done today. Now, as I
9 understand it, you, sir, gave a deposition in
10 this case on June 21st of this year,
11 approximately last week, right?
12 A Yes.
13 Q Have you done any work or studies
14 or prepared any documentation since that
15 time?
16 A No.
17 Q At the time of your deposition, I
18 think you told me, correct me if I'm wrong,
19 sir, that you were not aware of any
20 evaluations or studies that had been done at
21 AT&T regarding blocking CARE traffic. Is
22 that correct?

1 A Other than the investigation I
2 myself was involved in.
3 Q Correct.
4 A Correct.
5 Q You said that what you had been
6 asked to do in connection with this case.
7 You would not characterize as a study at all,
8 would you?
9 A I would not characterize it as a
10 formal study that would render a document
11 that says here are the results of the study,
12 sufficient for people to make decisions to
13 proceed or not proceed with the development.
14 Q So in order for it to be a study,
15 it would be a formal document that you would
16 actually prepare or have typed up that would
17 be presented to someone who could then look
18 at it and make a decision as to whether to
19 proceed with the development or not proceed
20 with the development, correct?
21 A For the purpose of making a
22 business decision, yes. It would have to be

1 documented formally.
2 Q All right. You, sir, have not done
3 that, is that right?
4 A I have not done that.
5 Q Nor have you been asked to do that,
6 is that right?
7 A I have not been asked to do that.
8 Q Nor are you aware of anybody at
9 AT&T who has been asked to do that, is that
10 right?
11 A I am not aware of anyone at AT&T.
12 Q In fact, have you characterized
13 your work in this case as a high level
14 feasibility assessment in some sense?
15 A Yes, that's the normal nomenclature
16 I would use.
17 Q By high level feasibility, you're
18 just looking at whether or not it can be
19 done.
20 A Yes.
21 Q Your testimony in this regard, I
22 think, if I might refer you to it, your

1 conclusion in your testimony, your deposition
2 testimony, at page 76, line ten through 77,
3 line six, do you agree with your prior
4 statement in time I've just been asked could
5 I? I said give me some time, give me some
6 money, and I can do this.
7 A Pardon me while I make sure I try
8 and remember the context.
9 Q Sure. If you like, I can provide
10 you with the actual question too.
11 A In the context of the previous
12 statement which is provided I have access to
13 the proper information. Then with time and
14 money, there is virtually nothing I would not
15 be able to deliver.
16 Q Now, do you remember being asked to
17 produce any writings you had, reports,
18 E-mails, letters, memos, documents of any
19 nature whatsoever concerning your work in
20 this case?
21 A Yes.
22 Q Did you produce any?

1 A Yes, I produced some E-mail and
2 some what I would refer to as test results,
3 some data requested from other organizations.
4 Q Right. Did you produce any
5 memoranda reporting your findings?
6 A I have not to date.
7 Q Did you ever testify that you
8 prepared no reports because this has been a
9 seat of the pants kind of operation?
10 A I believe I may have used those
11 words.
12 Q Let's be sure. May I approach the
13 witness? I have a copy of your deposition
14 transcript and I would like you to take a
15 look at page 76, line 10.
16 Let me make sure I'm giving you the
17 correct site. Could you look at that time
18 and tell me if you have testified you've
19 prepared no reports from anyone since this
20 has been a seat of the pants kind of
21 operation?
22 A Yes, I did.

1 Q When were you first asked to start
2 this seat of the pants kind of operation?
3 A I believe it was early in June
4 perhaps, late in May.
5 Q Who asked you to do it?
6 A I got a call from Dan Meron who had
7 been referred to me by Peter Jacoby.
8 Q So the first request you had to
9 prepare this came from legal counsel, is that
10 right?
11 A Yes.
12 Q Not from Mr. Miller, right?
13 A No.
14 Q Not from Mr. LaMontagne, right?
15 A No.
16 Q Not from Mr. Taggart, is that
17 correct?
18 A That's correct.
19 Q Now, in order to do something that
20 you would consider to be a study -- and I
21 understand you haven't been asked to do one.
22 But in order to do something that you would

1 consider to be a study, would you have to
2 consult with anyone outside of the
3 organization at AT&T?
4 A For the purpose of getting a time
5 and cost estimate at a very conservative
6 level, yes, I would have to consult with
7 vendors who would have to deliver on
8 requirements that I would state to them.
9 Q Have you consulted any vendors?
10 A I have not.
11 Q In order for you to do a study as
12 to the interval or the time that it would
13 take to do the work, would you have to
14 consult with people outside of AT&T.
15 A To get their commitment to a
16 timeframe, yes.
17 Q Have you done that?
18 A I have not.
19 Q Have you made any recommendations
20 to anyone as to whether or not to proceed
21 with consulting outside vendors for time and
22 cost estimates?

1 A I have not.
2 Q I think you were present during my
3 opening remarks and I was referring to the
4 deposition of Mr. Miller at page 50, line 15,
5 through 51, line four -- wait, I've given you
6 the wrong -- no, that's correct.
7 Mr. Miller's testimony was that as
8 a matter of practice, we only considered the
9 technical capability of the blocking, but
10 discounted it because of our normal attempt
11 to try to negotiate in good faith and not to
12 inconvenience our AT&T long distance
13 customers. Did you ever have any
14 conversations with Mr. Miller about that
15 subject?
16 A No.
17 Q Were you ever asked by Mr. Miller
18 to give him any advice in connection with the
19 decision as to whether or not to pay MGC for
20 access?
21 A No.
22 Q You were talking a little bit about

1 some of the difficulties of blocking in
2 connection with unbundled switching. Have
3 you ever been asked to assume one way or the
4 other as to whether MGC engages in unbundled
5 switching?
6 A I do not recall that I've been
7 asked that.
8 Q I'm going to walk you out on a
9 little thin ice here and ask you a couple of
10 technical questions. If you don't understand
11 my questions, tell me. I can almost
12 guarantee you I'll misphrase one somewhere
13 and I don't know a lot about this. What is
14 the L&P database?
15 A The L&P database at the industry
16 level is a set of databases that are managed
17 and populated with information about line
18 numbers from ported areas that I'll refer to
19 as have to be routed to a switch, a facility,
20 other than the one that we historically would
21 have thought there'd be six digit NPA-NXX
22 might have caused us to route it to two.

1 Q My understanding of your deposition
2 testimony is that AT&T maintains and updates
3 the L&P database.
4 A The industry provides a database
5 that you can contract access to. They also
6 provide an arrangement whereby you can
7 procure the data so that you can put it in
8 your own system in some sense of you query
9 the database often enough, the cost of paying
10 for that versus maintaining it yourself is
11 more than adequate to maintain it yourself.
12 Q AT&T maintains its own internal
13 copy of the L&P database?
14 A Yes.
15 Q The AT&T does not currently consult
16 the L&P database to determine whether or not
17 calls should be allowed or blocked, right?
18 A That is correct.
19 Q But the L&P database could be
20 consulted for that purpose, couldn't it?
21 A If you chose to block based on the
22 information in the database which would be on

1 an NPA-NXX unique basis and we wanted to
2 block traffic delivered to a facility and if
3 you had development done to use it in that
4 way, it could be done.
5 Q Now, I think you said in your
6 testimony that there were a couple of
7 reservations to the ability to use the L&P
8 database to block. One would be that all of
9 the MGC calls would have to be originated
10 from an MGC switch, correct?
11 A All the MGC traffic would have to
12 be originated from an MGC switch. The switch
13 would have to presumably only carry MGC
14 customers and the information sent by MGC to
15 any of the possible processes included in the
16 L&P database would have to also be referenced
17 to it being MGC in real time. I think I've
18 covered all the ANDS.
19 Q Is that third ANDS what we call
20 masking?
21 A The third ANDS would encompass
22 masking which is my not knowing where the

1 switch came from because someone perhaps
2 either failed or has just chosen not to pass
3 along information.
4 Q First of all, have you done any
5 investigation? Or have you been given any
6 assumptions from your legal counsel regarding
7 whether or not MGC's originating traffic all
8 comes from its own switch?
9 A It's my understanding I believe
10 I've gotten it from legal counsel that you
11 only deliver traffic through your own
12 switches.
13 Q Have you done any investigation or
14 been given any assumption regarding whether
15 or not only MGC customer traffic originates
16 from its own switch?
17 A That I do not believe I was
18 provided as an assumption.
19 Q You've not conducted any
20 investigation to determine the answer to that
21 consideration.
22 A I have not.

1 Q The third consideration, which
2 included the masking meaning that the traffic
3 I guess had to be what it purported to be.
4 Have you been given any facts on which you
5 based an assumption that MGC somehow or other
6 masks its traffic?
7 A No, I have no information that you
8 intentionally or through an intermediary, an
9 RBOC, failed to be able to identify your
10 facility.
11 Q Have you done any specific high
12 level feasibility assessment as to blocking
13 through access to the local number
14 portability database?
15 A Part of my assessment as to what it
16 would cost to do this, assume that one of the
17 sources that might be able to be used would
18 be the L&P database. The issue is whether it
19 is complete from an industry perspective.
20 From an MGC perspective, it might be capable
21 of being used with the appropriate
22 developments in my network.

1 Q Let me ask you this question. You
2 gave some numbers and responses to questions
3 from your counsel. The I think $25 to $35
4 million range for development costs. Have
5 you come up with a number?
6 Or have you developed a cost that
7 would be the specific costs that it would
8 take for AT&T to be able to access the L&P
9 database for the sole purpose of blocking MGC
10 traffic.
11 A I have not, nor would I believe
12 that would be an appropriate thing for any
13 carrier to undertake which is a specific for
14 one and solely one application arena only in
15 an area where potentially you would have to
16 deal with this issue wherever necessary.
17 Q Are you familiar with the nature in
18 which MGC passes its traffic to AT&T, its
19 originating traffic? In other words, is it
20 done through the access tandem?
21 A I know that MGC's traffic
22 arrangements bring their traffic from their

1 end offices through access tandems, yes.
2 Q I'm going to ask you to assume if
3 AT&T and MGC had agreed that MGC would
4 configure its traffic delivery to AT&T
5 through direct dedicated trunking, fair
6 enough? Are you with me so far?
7 A Yes.
8 Q All right. If that happened, what
9 system upgrades would it take for AT&T to
10 disconnect MGC?
11 A If MGC met the signaling interfaces
12 necessary to direct connect, I believe it
13 would only require the identity of the MGC
14 facilities themselves. I'm not sure that
15 would necessarily require a system upgrade so
16 much as a change in process or work activity.
17 Q I want to ask you to assume that
18 AT&T and MGC had agreed to direct trunking
19 for the passing on of originating traffic. I
20 want to ask you this question. In order for
21 AT&T to be able to disconnect that direct
22 trunking and stop the passing of originating

1 traffic, what would it cost?

2 A I would need to know the number of

3 trunks that would be entailed which is not

4 something I can readily lay my hands on. The

5 cost would be at a work activity level. I'm

6 sure several tens of thousands of dollars,

7 not an enormous amount.

8 But the facilities investment that

9 would have had to have been made to put them

10 in place in the first place would be

11 significantly larger. Unless I know the

12 number of trunks we're talking about, I have

13 no way to know.

14 Q Are you assuming in that scenario

15 that AT&T would pay for the facilities?

16 A Whether AT&T paid for the

17 facilities or AT&T paid for it with

18 termination equipment, there would be

19 substantial costs for AT&T in either case.

20 It's higher the more I pay for it.

21 Q I'm going to ask you to make an

22 assumption. Let's assume that MGC offered to

1 pay the expense of provisioning the direct
2 trunking. Are you with me?
3 A Yes.
4 Q All right. The cost then as I
5 understand it to disconnect that connection
6 would be in the tens of thousands of dollars
7 rather than in the tens of millions of
8 dollars, right?
9 A Once in place, once connected, once
10 all that work had been done, the cost of
11 disconnecting is only the activity of in some
12 sense a work effort to remove the physical
13 wires.
14 Q How much would it cost to
15 disconnect a single trunk?
16 A I'm not sure I have that -- I'd
17 probably talk to one of my provision and I'll
18 refer to it as subject matter expert says.
19 If we have a unit cost to disconnect a trunk,
20 what might it be? Let's just say it's
21 perhaps in the hundreds of dollars.
22 Q Has anyone at AT&T asked you to

1 conduct a cost benefit analysis meaning
2 comparing the cost to accomplish the blocking
3 as you've described it here today as opposed
4 to any financial benefit AT&T may derive from
5 the ability to block?
6 A No.
7 Q Are you aware of anyone who has
8 done such a study?
9 A No.
10 MR. HEYMAN: Thank you. I have no
11 further questions.
12 MR. DYGERT: I just have some.
13 JUDGE CHACHKIN: Do you have any
14 questions before we get to redirect?
15 MR. DYGERT: Oh, I'm sorry.
16 JUDGE CHACHKIN: Do you have any
17 cross?
18 MR. DYGERT: Yes, we do.
19 JUDGE CHACHKIN: Would you prefer
20 to do redirect first?
21 MR. DYGERT: I think not. We
22 prefer to on our own. This probably requires

1 a little bit of redirect.

2 BY MR. DYGERT:

3 Q I'd like to at least guide your

4 examination a little. I was substantially

5 confused by the discussion of the switching

6 capabilities and how the transmission of the

7 ANI along with the originating call had an

8 impact on the originating call had an impact

9 on his ability to identify and/or block

10 certain traffic.

11 I'm afraid I can't be a lot more

12 specific than that about my confusion because

13 of that confusion. But if you could talk

14 briefly again about that topic, if I've

15 described it adequately, we'd appreciate it.

16 A We are referring to the blocking of

17 an originating call?

18 Q Yes.

19 A Not terminating.

20 Q Correct.

21 A When a call is delivered to our

22 network on the presumption that we're using

1 SS7 signaling, a very common frequently used
2 method. The signaling message contains
3 what's often referred to as cost setup
4 message or initial address message, contains
5 information relevant to the receiver, in this
6 case the interexchange carrier to say, you're
7 about to receive a call that originates from
8 this ANI. It's being dialed to this number.
9 It may fall into a particular
10 service class. For instance, our SDN
11 subscribers may be assigned to a different
12 carrier access code. Some quick readily
13 identity. If this is a business account,
14 therefore we can start treating this in a
15 business account process.
16 The ANI that comes in is used
17 fundamentally to say this is the number
18 against which you will register potentially a
19 one plus call. The bill. So you will store,
20 keep and record this information when the
21 call is completed in the details of the call
22 detail record, an AMA record.

1 We don't really use it to block
2 historically because a call arrives at my
3 network. In certain service areas, from a
4 one plus call, the ANI is merely a piece of
5 information necessary for billing. I don't
6 do a lot from a network perspective. It's
7 not a substantive value.
8 In the traditional plain service
9 world because we have a system that relates
10 to billing or net bad debt or uncollectible,
11 when a call is being sent to the network and
12 we can investigate the billing viability of
13 the ANI, for one plus traffic, for
14 non-business accounts, for non 800 numbers.
15 We get back a non-billable number. We can
16 intervene on the call. For business
17 accounts, we do not use that process. It
18 does not apply.
19 For zero plus accounts, I'm not
20 billing to the originating number. I in some
21 sense discount it or I do not look at it in a
22 sense of is this a billable number? For 800,

1 it's irrelevant. So depending on the service
2 environment you delivered the call into once
3 it's been delivered to the AT&T network, you
4 get different treatment and different
5 results.
6 So blocking is really not a network
7 function so much as it is a service
8 application function. It's the service that
9 has defined why you do or don't allow certain
10 things. Generally we don't block from
11 origination. It's not part of the service
12 characteristics, that substance.
13 In one area it definitely is and
14 it's done through billing. So if you say,
15 well, can't you do that today, the answer is
16 can I block for a billing purpose? Yes.
17 Q Let's refer to the billing problems
18 as the deadbeat customers? Is it feasible to
19 treat MGC subscribers as deadbeats and have
20 them not -- have their traffic delivered just
21 like someone who had a bad credit history
22 would be treated?

1 A It's not technically feasible if
2 what you want to be able to do is also know
3 why you're blocking, have a process in place
4 to cause that blocking to be -- I'll just
5 refer to it as economically sustainable. You
6 need to get the information (1) identified,
7 (2) you have to provision it. It must be put
8 in the place it needs to go.
9 We need systems to do that. We're
10 talking about far too many line numbers to
11 say we'll do them as we need to. Well, when
12 as you need to and how did you know and what
13 system or process caused you to know? They
14 change.
15 A carrier today that's blocked is
16 not a -- I'm sorry, a customer today that's
17 blocked because of one carrier would be
18 potentially a customer not blocked tomorrow.
19 I need this done reliably. I need it done
20 quickly. I need people to know that it's
21 been done when someone looks at your account
22 number, they need to be able to say, oh,

1 there's a reason we don't allow your call on
2 the network. Not because you won't pay your
3 bill. That would be a terrible reason for
4 AT&T to give a customer.
5 The reason you're blocked from our
6 network because you won't pay your bill when
7 in fact the customer says, what the heck are
8 you talking about? I'm a brand new customer.
9 You've never sent me a bill. For people who
10 do maintenance and administration of systems,
11 they need to understand what they're
12 maintaining.
13 You cannot do something because in
14 one area of the network if the right thing
15 were true and if the right information were
16 in place, it's in a limited sense doable.
17 That's not the way people can build networks.
18 You must do it through a process and a system
19 that sustains the business function, the
20 requirements of what you must do and how you
21 will do them. You must do that probably
22 according to things like the law, regulation

1 and business.

2 So you have to make sure you have

3 all of your things setup properly. It's not

4 a casual thing to do, not in a network that

5 has to be reliable.

6 You know, I can't let service go

7 out because I did a foolish thing. I mean,

8 is it technically capable?. I think the

9 answer is with the proper development, I can

10 do the right thing in this arena when it's

11 decided what the right thing I should do is.

12 Does that help?

13 MR. MERON: Can I do a brief

14 redirect? Oh, I'm sorry.

15 MR. LAMANCUSA: Unlike the parties,

16 we sometimes do it on a tag team.

17 MR. MERON: I'm sorry.

18 BY MR. LAMANCUSA:

19 Q A particular question with respect

20 to the originating ANI. Is it accurate that

21 for a one plus call, a zero plus call,

22 a 18YYY call and 1010 and XX call or XXX call

1 I guess that the originating line ANI is sent
2 with all of those calls?
3 A In most cases, unfortunately in the
4 real world there are always exceptions. But
5 the vast majority of access providers
6 networks provide ANI for all calls today.
7 Q Your exceptions that you've
8 identified or at least thought of as to the
9 times when an originating ANI is not sent is
10 based upon the originating ANI LEC, is that
11 correct?
12 A The times that ANI are not
13 received, I want to be a little careful, it
14 could be due to the vintage of the switch.
15 In some service arena they don't send the ANI
16 as part of what is in some sense tariffed by
17 the service that's delivered. Some services,
18 there's just too many different variations we
19 didn't go into.
20 But in general for let's just say
21 switched access, telecommunications, phone
22 calls, I think virtually most carriers today

1 can deliver ANI. Signaling failures are an
2 exception. We have processes and procedures
3 for dealing with it. But in most cases, we
4 will get the ANI. The ANI, however, is not
5 the same thing as the originating switch
6 necessarily, nor the service provider. It's
7 just a number to the network. That's all it
8 is.
9 BY MR. REYNOLDS:
10 Q I've got two real quick questions.
11 One, you said that you were asked to conduct
12 your evaluation in May or June. I'm assuming
13 that was 1999?
14 A Yes.
15 Q Second, with respect to your
16 evaluation of the feasibility of using the
17 L&P database for blocking purposes. Did you
18 or are you aware of anybody else at AT&T that
19 looked into whether it would be legal to use
20 that information for blocking purposes?
21 A One, I'm not aware of anyone else
22 who looked into the feasibility -- anyone

1 else who was not perhaps talked to -- I mean,
2 I might have talked to several people about
3 what some of our options would be.
4 But other than those
5 communications, I'm not aware of anyone else
6 who's been engaged in looking at the
7 technical feasibility of blocking. So large
8 company doesn't mean it didn't happen, but
9 I'm not aware of it. With regards to
10 legality, it's not an issue that anyone's
11 ever talking about can you legally do it, I
12 do not actually know.
13 BY MR. DYGERT:
14 Q Just to follow up quickly on
15 Frank's question to you about the receipt of
16 the ANI information, just so I understand the
17 mechanism that would have to be put in place
18 if this blocking were going to be
19 effectuated.
20 The idea would be -- am I correct
21 that the idea would be that you would receive
22 the ANI and then potentially cross reference

1 it against the L&P database that Frank just
2 mentioned and decide based on that database
3 query whether to complete the call?
4 A If it turned out to be L&P
5 database, and I want to say this, were
6 sufficient from an industry perspective, in
7 other words, if it covers the industry that I
8 have to deal with, not just a given carrier
9 but carriers in general, it may be part of
10 the solution.
11 The question then comes down to
12 does it cover all cases. That's not as
13 deterministic. I only consult the L&P
14 database today when I believe I do not
15 already know what facility the call has
16 arrived at. I know that the area that it's
17 originating from is a ported -- an area in
18 which porting has occurred. So it may be a
19 part of the solution, the L&P database.
20 Q Would that solution work equally as
21 well for all the different categories of
22 calls that we're talking about, one plus,

1 Q Would modifying the database in
2 order to enable AT&T to identify and block
3 that type of originating traffic -- I believe
4 you've testified. I just want to make this
5 clear. Is that a change that AT&T can make?
6 Or would it require an industry wide
7 modification?
8 A I believe that would require an
9 industry wide modification.
10 Q With respect to Mr. Dygert who is
11 the middle person at the table, sorry, you
12 were asked a series of questions about our
13 capacity to enter lines -- enter database so
14 as to block deadbeat -- I believe that was
15 his phrase of calling. Did your answer when
16 you said yes to that assume that AT&T knew in
17 advance that the particular phone number was
18 an MGC customer?
19 A The ability to enter the data is
20 non time specific. It just says can you do
21 something? Yes. Could I do something in
22 advance of a phone call? Well, no. Not

1 without knowledge in advance of the phone
2 call.
3 Q Today would AT&T have knowledge
4 with respect to an ANI of the carrier that is
5 identified on its network without
6 modifications if the carrier is -- I'm sorry,
7 if the customer is not an AT&T pre-subscribed
8 customer?
9 A We would not.
10 Q Now, with respect to the questions
11 you were asked by Mr. Heyman, do you have any
12 doubt today as you sit here today as to the
13 accuracy of your testimony with respect to
14 the technical capabilities of AT&T's network?
15 A I do not.
16 Q When you testified that the -- your
17 cost and time estimates were not types of
18 costs and time estimates you would have
19 produced in a formal study, does that mean
20 you would expect that the time and cost
21 estimates you've prepared would be on the low
22 side or on the high side of the likely range?

1 A I unfortunately suffer from
2 optimism in some cases. The details of
3 requirements drive costs up. So the longer
4 you understand or study the problem, the more
5 likely you are to find what I'll refer to as
6 a problematic problem that cost will solve.
7 It's not clear you will find a
8 simpler solution that will address the
9 complexity we deal with. This strikes me as
10 a complex problem for which you will have to
11 have a plus solution.
12 I think my estimates are
13 conservative on the low side. Just as a
14 business person might say I'm very
15 unconservative. This could get more
16 expensive than you've said. So I think it
17 will go up if I understand more.
18 MR. MERON: I have no further
19 questions.
20 JUDGE CHACHKIN: May the witness be
21 excused?
22 MR. HEYMAN: Yes, sir.

CERTIFICATE OF SERVICE

I, Laura V. Nigro, do hereby certify that on this 29th day of November 1999, a copy of the foregoing "AT&T Reply Comments on LEC Pricing Flexibility FNPRM" was served by U.S. first class mail, postage prepaid, on the parties named on the attached Service List.

/s/ Laura V. Nigro
Laura V. Nigro

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SERVICE LIST
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Docket Nos. 96-262, 94-1, 98-157
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