

the “entire network is undergoing a transformation from a predominately voice network, to a network that is inherently based on data.”<sup>75</sup> For this reason, ILECs acknowledge that they “aren’t just planning to transform [their] network[s], [they’re] already well down that path.”<sup>76</sup> All of these facts fly directly in the face of ILEC claims here that complying with the Act’s mandates will stall investment in advanced services equipment.

Critically, there is also a fundamental inconsistency between the ILECs’ dire predictions and their recent representations to the financial community. According to SBC’s statements to investors, “[d]ata and broadband services comprise SBC’s most powerful growth driver.”<sup>77</sup> In the next breath, however, SBC argues that if the Commission follows the law and its own precedent here it will cause SBC to possibly “cancel the installation of DSL-capable Pronto facilities.”<sup>78</sup> It defies all business logic for SBC to put an end to further enhancements in the network that will support its “most powerful growth driver.” SBC’s recent statement is likewise directly contrary to the advice it provided to the investment community that “[t]he network efficiency improvements alone pay for this [Project Pronto] initiative, leaving SBC with a data network that will be second to none.”<sup>79</sup>

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<sup>75</sup> Duane Ackerman, *Talk Notes*, Salomon Smith Barney Conference, at 10 (Jan. 9, 2001) (“Ackerman Talk Notes”).

<sup>76</sup> *Id.*; see also *Rhythms/Covad/WorldCom* at 5 (“[s]ince the FCC announced the obligation to provide unbundled access to subloops to serve DLC-supported customers . . . SBC has grown Project Pronto from a press release into a reality . . . and Qwest quietly installs fiber loops in large metropolitan communities”).

<sup>77</sup> SBC Investor Briefing, *SBC Outlines Action Plans for 2001*, at 2 (Dec. 19, 2000).

<sup>78</sup> SBC at 26. SBC’s claim regarding its recent holdback in deploying next-generation architecture in Illinois is simply grandstanding and gamesmanship. To be sure, according to SBC, it “continues to make good progress with Project Pronto, . . . [which] pushes fiber deeper into neighborhoods and to the doorsteps of businesses so that more customers can benefit from high-speed Internet access and other applications.” SBC Investor Briefing, *SBC Updates Progress in Major Growth Drivers, Reaffirms Target of 11-14 Percent Earnings Per Share Growth in 2001*, at 2 (Mar. 1, 2001) (“[a]t the end of February, 21 million of SBC’s customer locations were DSL-capable, compared with 12.9 million at the end of the first quarter of 2000”).

<sup>79</sup> SBC Investor Briefing, *SBC Announces Sweeping Broadband Initiative*, at 2 (October 18, 1999).

BellSouth has also told the financial community that it has “one of the most technologically advanced networks in the world,” in which it has “invested over \$33 billion ... during the 1990s.”<sup>80</sup> BellSouth’s claims here that it will leave this investment on the table, and with it “total DSL revenue of approximately \$225 million this year and \$500 million in 2002” also ring hollow.<sup>81</sup> The fortunes of both the local telephony and advance service markets for ILECs can be best summed up by the statements of BellSouth’s Mr. Ackerman:

“Yes, there is increasing competition. *It’s growing the whole pie.* Yes, there is rapid technological change. *It’s driving down costs and opening all sorts of new markets.* Yes, there are regulatory challenges. *They are unlikely to slow down the momentum of the marketplace.*”<sup>82</sup>

Verizon separately claims that unbundling would have a chilling impact on network investment and on modernization of the loop because TELRIC pricing does not give the ILEC and opportunity to recover its cost and to earn a return commensurate with the risk of deploying new technology.<sup>83</sup> This argument is also wrong, because the Act and the Commission’s pricing principles already ensure that incumbent LECs receive a just and reasonable return on their investment.<sup>84</sup> Any such increased risk that Verizon might be able to demonstrate can be addressed in pricing proceedings before state commissions, for example by factoring any such higher risk into the forward-looking cost study used to set UNE loop prices.<sup>85</sup> However, because next-generation loop technology results in improved network efficiencies, the use of next-

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<sup>80</sup> Ackerman Talk Notes at 7.

<sup>81</sup> *Id.* at 15.

<sup>82</sup> Duane Ackerman, *Take Another Look at BellSouth*, Remarks at Goldman Sachs 2000 Communicopia IX Conference, at 11 (Oct. 4, 2000) (“Ackerman Remarks”).

<sup>83</sup> Verizon at 6.

<sup>84</sup> 47 U.S.C. § 252(d)(1); 47 C.F.R. §§ 51.507; 51.509.

<sup>85</sup> If, however, the risk-adjusted cost of money is higher for DSL, the risk-adjusted cost of money should then be substantially lowered for traditional voice services.

of their customers' telecommunications signals. For this reason, the Commission recognized that "[w]ithout access to these loops, competitors would be at a significant disadvantage, and the incumbent LEC, rather than the marketplace, would dictate the pace of the deployment of advanced [telecommunications] services."<sup>90</sup> CLECs must be able to utilize the unbundled loop element to access their customers to provide any service of their choice. The inability to access the entire next-generation loop architecture based on the ILECs efforts to place service-based restrictions on it forecloses any competitive ability to construct market entry plans and, as a result, prevents the development in competition for all telecommunications services and further solidifies the ILECs' dominance in these services.

### **III. THE COMMISSION MUST RESOLVE NEXT-GENERATION LOOP ISSUES IN AN EXPEDITED MANNER**

The ILECs' current next-generation loop deployment plans, coupled with the inability of CLECs to access these facilities (and the customers connected to them) warrant expedited review by this Commission. For instance, "95 percent of [BellSouth's] customers in [its] top 30 markets are within 12,000 feet of fiber,"<sup>91</sup> and by the end of 2000 it expected that 70% of the households in its markets would be DSL-enabled.<sup>92</sup> As for SBC, one of its "principal objectives for 2001" is to deploy "[n]eighborhood gateway, or remote terminals, [that] push the capabilities now housed in central offices closer to customers, remove current distance limitations for DSL and make virtually all customers in SBC's metropolitan-area markets eligible for DSL service."<sup>93</sup> As SBC has made clear in its comments, another of its "principal objections" is to ensure that its "neighborhood gateway" is open only to itself and its data affiliate.

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<sup>90</sup> *Id.* ¶ 190 ("[u]nbundling basic loops, with their full capacity preserved, allows competitors to provide xDSL services").

<sup>91</sup> Ackerman Remarks at 17.

<sup>92</sup> *Id.* at 15.

<sup>93</sup> SBC 12/19 Investor Briefing at 3.

In addition, despite the Commission's efforts in the *UNE Remand and Line Sharing Orders*, which were explicitly designed to enhance advanced services competition, ILECs control approximately 90 percent of all residential DSL lines.<sup>94</sup> These numbers belie suggestions by SBC that, for CLECs, "the broadband market is booming."<sup>95</sup> To the contrary, the past year has seen a virtual collapse of the data CLEC industry.<sup>96</sup> SBC is correct, however, in stating that "it is axiomatic that this Commission's policies should be designed to benefit consumers, not competitors."<sup>97</sup> But SBC fails to mention that if the Commission declines to enforce existing unbundling obligations, it will be consumers who will be without a choice in seeking voice and high-speed data services over the same line -- because the ILEC will once again be a consumer's only choice. AT&T thus emphatically agrees with Sprint that with the "extensive and increasing deployment of DLCs, the competitive benefits of line sharing will be foreclosed unless there is an efficient and economical means of implementing the ILECs' line sharing obligations."<sup>98</sup>

As it stands today, AT&T and other providers do not have the ability to deploy line splitting because of ILECs' failure to implement a nondiscriminatory solution.<sup>99</sup> Although the *Line Sharing Reconsideration Order* is a step in the right direction, the fact remains that

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<sup>94</sup> See *TeleChoice DSL Deployment Projections*, at [http://www.xdsl.com/content/resources/deployment\\_info.asp](http://www.xdsl.com/content/resources/deployment_info.asp) (last updated Feb. 13, 2001).

<sup>95</sup> SBC at 38.

<sup>96</sup> AT&T at 4 & n. 11 (noting that many data CLECs have gone bankrupt, while other have only lost 90 percent of their market value); Rhythms/Covad/WorldCom at 6 ("[u]nprecedented mergers, foreclosures and the constriction of capital markets have whittled away at competitors' ability to weather uncertainty or protracted litigation to enforce ILECs' statutory and regulatory obligations.... Bankruptcies have thinned the number of competitive DSL providers, hurting consumer choice significantly").

<sup>97</sup> SBC at 39.

<sup>98</sup> Sprint at 3; see also Rhythms/Covad/WorldCom at 3 ("as DLCs becomes an integral part of the ILECs' deployment of DSL service to consumers, the fiber connection has been exploited as a means to deny CLECs the ability to access the unbundled network elements necessary to provide DSL service").

<sup>99</sup> See AT&T at 4-5; InfoHighway Communications at 2 ("Verizon intends to continue its policy of not permitting provision by a CLEC of voice and DSL service over the same line"); Rhythms/Covad/WorldCom at 4 ("ILECs are using the excuse of deployment of fiber to delay or deny competitors the ability to provide the variety and service distinctions that are the key characteristic of a competitive environment").

customers who presently use DSL service provided by an ILEC are precluded from switching their voice service to a CLEC. The result is that ILECs are bringing on DSL customers at a blinding pace, while CLECs are once again left in the dust. SBC's "daily net gain in DSL subscribers has averaged in the 3,500 to 4,000 range, ... with the possibility of accelerating that pace in the second half of the year."<sup>100</sup> Verizon expects to more than double its current DSL subscribers by year-end.<sup>101</sup> BellSouth has seen a "dramatic ... ramp-up in DSL customers, confirming [its] ability and commitment to keep transforming [its] infrastructure to digital broadband."<sup>102</sup> These figures demonstrate why the Commission must act with urgency before next-generation loop architecture is widely deployed and CLECs are further shut out.<sup>103</sup>

In addition, state PUC activity in this area, although often well intentioned, underscores the need for the Commission to act definitively with regard to next-generation loop architecture unbundling issues. Clear federal rules and clarifications on the unbundling of the loop element are needed. Although a few state commissions, such as New York, have taken the initiative to tackle issues surrounding next-generation loop architecture, a large majority of other state commissions have not yet addressed next-generation loop architecture issues. Without the expedited establishment of a uniform national baseline for access to ILECs' loops employing next-generation technology, CLECs will be forced to contend with a crazy-quilt of state-by-state regulation or private negotiations between parties of grossly disproportionate bargaining power.<sup>104</sup> The only beneficiaries of such an arrangement are incumbent LECs, who have an

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<sup>100</sup> SBC 12/19 Investor Briefing at 3.

<sup>101</sup> Seidenberg Presentation at 11.

<sup>102</sup> Ackerman Talk Notes at 10 ("[w]e boosted our installation rate from nearly 300 per business day in the first quarter of 2000, to more than 1,000 per business day at the end of the third quarter").

<sup>103</sup> Under no circumstance should the Commission decline to move further in this proceeding "pending the outcome of litigation" over the Commission's line sharing regulations. USTA at 2. The Commission should not be caught up in this, or USTA's discussion of purported "technical and operational issues" (USTA at 3-4), as they are merely standard ILEC stall tactics.

<sup>104</sup> The Supreme Court has already made clear its view that national unbundling rules "administered by 50 independent state agencies is surpassing strange." *Iowa Utils. Bd. v. Federal Comm'n Commission*, 119 S.Ct. 721, 730, n.6 (1999).

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interest in making competitive entry as complicated and as expensive as possible for both competitors and regulators. Furthermore, clear federal rules will reduce the likelihood that ILEC attempts to hold some states hostage, as SBC has done in Illinois, are successful. The Commission should thus act quickly so that competition for both voice and xDSL services can move forward.

## CONCLUSION

For the reasons set forth herein, as well as those set forth in AT&T's initial comments, the Commission should expeditiously conclude that its present unbundling rules require ILECs to provide CLECs with access to the entire loop, including all of the attached electronics used to support the provision of transmission functionality of any technically feasible telecommunications service a CLEC seeks to offer, and adopt rules in accordance with AT&T's recommendations to ensure that consumers will have effective choice among service providers.

Respectfully submitted,

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March 13, 2001

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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

RECEIVED

JUL 31 2001

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of )  
Petition of AT&T Communications ) CC Docket No. 00-251  
of Virginia, Inc., Pursuant )  
to Section 252(e)(5) of the Communications Act, )  
for Preemption )  
of the Jurisdiction of the Virginia )  
State Corporation Commission )  
Regarding Interconnection Disputes )  
with Verizon-Virginia, Inc. )  
)

DIRECT TESTIMONY OF  
WILLIAM SOLIS  
ON BEHALF OF AT&T<sup>1</sup>

*PUBLIC VERSION*

ISSUES ADDRESSED	
Issue V.12.a	Should Verizon Commit To A Three Calendar Day Porting Interval?
Issue V.12	Should Verizon Be Required To Support Off Hours Porting?
Issue V.13	Should Verizon Be Required To Receive Confirmation Of A Port From NPAC Prior To Disconnecting A Ported Number?
Issue V.7III.2	Should Verizon Commit To Specific Intervals For Local Number Portability Provisioning For Larger Customers?

JULY 31, 2001

<sup>1</sup> This Affidavit is presented on behalf of AT&T Communications of Virginia, Inc., TCG Virginia, Inc., ACC National Telecom Corp., MediaOne of Virginia and MediaOne Telecommunications of Virginia, Inc. (together, "AT&T").

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**Q. PLEASE STATE YOUR NAME, EMPLOYER, AND QUALIFICATIONS.**

A. My name is William Solis. My business address is 10800 E. Geddes Ave, Englewood, CO 80112. I am employed as Vice President of Telephony Provisioning Operations for AT&T Broadband. I have worked in the telecommunications industry since 1994, being employed initially by former TCG (which was acquired by AT&T several years ago) and have held a wide range of positions ranging from Project Manager of Outside Plant Fiber Optic Deployment during the construction of our 174 mile network ring in the Denver Local Market to Operations and Outside Plant Manager for the Denver Market. I took on the role of Manager and then Director of Public Markets provisioning and call center operations in 1997 and 1998, respectively, overseeing our support of our Branded National Residential initiatives and also overseeing wholesale-type support for our cable affiliate strategic partners (*i.e.* Cox, Comcast, TCI , and Continental). Concurrently, in late 1998 and 1999, I took on the additional responsibilities of overseeing our Business Service Provisioning as Director of Provisioning for the Ameritech Regions and, for a short time period, the Bell South Region for all HICAP Business Services sold to our customers. In 2000, I transferred over and followed the growing AT&T Broadband Residential initiative as Executive Director of Telephony Provisioning Operations supporting our growing National Telephony Provisioning responsibilities. I was named Vice President when we expanded operations. Currently, I oversee the Telephony Provisioning for ATT Broadband for 14 of the 17 Owned and Operated Markets, our Commercial Small

1 Business initiatives, as well as our Affiliate Relationship with Insight, and our  
2 Non-Owned and -Operated MDU initiatives nationwide. I also have Field  
3 Operations Corporate oversight support for Telephony and High Speed Data for  
4 the technicians that are being dispatched to the customer premise to complete the  
5 installations.

6 **Q. EXPLAIN THE PURPOSE OF YOUR TESTIMONY.**

7  
8 A. I have been requested by AT&T to provide testimony regarding number  
9 portability issues raised in this arbitration. Specifically, I will address the  
10 following issues:

11 Issue V.7. Should Verizon Commit To Specific Intervals For Local Number  
12 Portability Provisioning For Larger Customers?

13  
14 Issue V. 12 Should Verizon Be Required To Support Off Hours Porting?

15  
16 Issue V.12.a Should Verizon Commit To A Three Calendar Day Porting  
17 Interval?

18  
19 Issue V.13 Should Verizon be required to receive confirmation of a port from  
20 NPAC prior to disconnecting a ported number?

21  
22 **Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF NUMBER  
23 PORTABILITY?**

24  
25 A: Local number portability (“LNP”) provides the capability for customers to retain  
26 their telephone number when they change from one local exchange carrier  
27 (“LEC”) to another. Most customers prefer to keep the number they have when  
28 they change providers. Without LNP, competitive LECs would have a more  
29 difficult time convincing customers to switch to their service. Thus, LNP is  
30 critical to the development of competition, and that is why the  
31 Telecommunications Act of 1996 requires all LECs to provide it.

1 **Q. WHY IS A FLAWLESS, EFFICIENT AND TIMELY NUMBER**  
2 **PORTABILITY PROCESS IMPORTANT TO AT&T?**

3  
4 A: The majority of AT&T's customers choose to port their numbers. Therefore, one  
5 of the first experiences a new customer has with AT&T as its local provider is the  
6 porting of their number. When a port is not done properly or not done within a  
7 reasonable period of time, the customer blames AT&T, and the adverse effect on  
8 AT&T's reputation is devastating. Thus, it is vitally important that the porting  
9 issues described in my testimony be resolved in a way that will enable AT&T to  
10 effectively compete with Verizon. AT&T is simply asking for reasonable  
11 committed timeframes for porting, an agreement to provide porting during off-  
12 hours, as Verizon provides for its customers, and a commitment to engage in a  
13 simple porting procedure that minimizes the risk that customers will lose their dial  
14 tone during the porting process.

15

<b>ISSUE V. 12.a</b>	<b>Should Verizon Commit To A Three Calendar Day Porting Interval?</b>
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16  
17 **Q. WHY MUST AT&T BE ABLE TO PORT A CUSTOMER'S TELEPHONE**  
18 **NUMBER WITHIN A THREE DAY CALENDAR INTERVAL?**

19  
20 A. In today's fast-paced world, customers want service installed quickly and AT&T  
21 wants to be able to install that service quickly. Once a customer orders AT&T  
22 service, AT&T wants that customer on AT&T's service as quickly as possible.  
23 Delay frustrates the customer, delays the time when AT&T may begin billing the  
24 customer and collecting revenues and, equally problematic, benefits Verizon by  
25 allowing Verizon to keep the customer that much longer. Being able to take a  
26 customer's order and provision service within three days, a reasonable timeframe

1 possible given today's systems, wins customers. AT&T's contract language  
2 requiring a three day porting interval for simple POTS lines should be approved.

3 **Q. IS PORTING NUMBERS DIFFICULT UNDER THE CURRENT**  
4 **GUIDELINES FOR PORTING INDIVIDUAL POTS LINES BETWEEN**  
5 **WIRELINE CARRIERS?**

6  
7 A. Not at all. There are five simple, mechanized steps necessary to implement  
8 number porting between wireline carriers:

- 9  
10 (1) AT&T sends a local service request ("LSR") electronically to Verizon  
11 requesting that a number be ported on a certain date.  
12  
13 (2) Industry standards obligate Verizon to provide a Firm Order Confirmation  
14 ("FOC")<sup>1</sup> within twenty four (24) hours of receiving the LSR to confirm the  
15 port date.  
16  
17 (3) Upon receipt of the FOC, AT&T contacts Number Portability Administration  
18 Center ("NPAC") and issues the Create Subscription order.  
19  
20 (4) Verizon has eighteen hours after the Create Subscription order to confirm or  
21 deny the port date with NPAC. If Verizon does nothing within the eighteen  
22 hours, the Create Subscription order is automatically confirmed and AT&T  
23 can port the number on the requested date.  
24  
25 (5) Prior to the port due date, Verizon must set the unconditional 10-digit trigger  
26 in its switch. This will allow AT&T to port the number away on the requested  
27 due date. The software work involved with setting the 10-digit trigger can be  
28 done at any time and is relatively simple to perform. Currently, Verizon  
29 automatically disconnects the translations from the switch at 11:59 pm on the  
30 requested due date.<sup>2</sup>

31  
32 **Q. IN LIGHT OF THIS PROCESS, IS AT&T'S PROPOSED THREE-DAY**  
33 **CALENDAR INTERVAL REASONABLE?**

34  
35 A. Yes. The only immutable timeframes in the port process for a simple POTS line  
36 are the 24-hour window within which the ILEC must return a FOC and the 18-

---

1 This is also referred to as the Local Service Request Confirmation ("LSRC").

1 hour window within which the ILEC may change its mind and deny the port date  
2 with NPAC. Given those two timeframes, a port could occur as quickly as 36  
3 hours after an LSR is submitted. Double that time, three days, is certainly more  
4 than a reasonable window within which two carriers with automated systems can  
5 port a simple POTS line.

6 **Q. IS IT TECHNICALLY FEASIBLE TO PORT SIMPLE POTS LINES**  
7 **WITHIN THREE CALENDAR DAYS?**

8  
9 A. Yes. Qwest has recently agreed to a three-day porting interval for ports of less  
10 than five POTS lines. According to Qwest's website,<sup>3</sup>

11 The following due date intervals will be used when discontinuing service.  
12 Inward activity due dates are dependent upon the type of service being  
13 disconnected by Qwest.  
14

Type Of Service	Service Orders	Service Interval- Includes FOC
Simple IFR or IFB	1 - 5 Lines	3 Business Days

15  
16 Moreover, AT&T has also committed to port simple POTS lines back to Verizon  
17 or to other carriers within three calendar days. If Qwest and AT&T can port  
18 simple POTS lines within three days, Verizon can do the same. AT&T's  
19 contractual language on this point should be accepted.

20  
21

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<sup>2</sup> Verizon's own website contains a similar recitation of the fairly simple process involved in porting a telephone number out of Verizon's network. See [http://www.bell-atl.com/wholesale/html/handbooks/clec/volume\\_3/c3s5\\_1.htm](http://www.bell-atl.com/wholesale/html/handbooks/clec/volume_3/c3s5_1.htm).

<sup>3</sup> <http://www.qwest.com/wholesale/pcat/lnp.html#order>

1 **Issue V. 12 Should Verizon Be Required To Support Off Hours Porting?**  
2  
3

4 **Q. IS NUMBER PORTABILITY DURING OFF-HOURS CRITICAL TO**  
5 **AT&T'S ABILITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE**  
6 **SERVICE TO VIRGINIANS? IF SO, WHY?**  
7

8 A. Yes. Customers want the convenience of weekend or evening installations.

9 AT&T needs Verizon's support to provide such off-hour porting but, not

10 surprisingly, Verizon is reluctant to give it because Verizon does not want to

11 make it any easier for AT&T to provision service to customers who in all

12 likelihood are leaving Verizon.

13 **Q. DO CUSTOMERS GENERALLY PREFER OFF-HOUR INSTALLATION**  
14 **APPOINTMENTS?**  
15

16 A. Yes. Residential customers generally prefer the convenience of weekend and

17 evening appointments. In many families, both spouses work outside the home

18 and are unavailable during weekdays. In Pittsburgh, AT&T currently schedules

19 the installation of approximately 200 to 220 customers every Saturday, and could

20 do an equal number on Sunday if Verizon would agree. <sup>4</sup> Indeed, customers are

21 willing to wait on AT&T just to get Saturday installation. The average wait for a

22 Saturday installation appointment is three weeks, compared to the 6-8 business

23 day wait for a weekday appointment. The fact that AT&T's Saturday installation

24 appointments are full for weeks in advance confirms customers' desire for the

25 more convenient installation times.

26 There is no reason to believe that Virginia consumers would not similarly

27 line up for the same convenient installation dates. In response to this demand, and

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<sup>4</sup> Verizon has not provided AT&T with the necessary support in Virginia. Therefore, AT&T does not today install ported numbers on weekends or evenings in Virginia.

1 in an effort to increase its market share, AT&T would install service for  
2 customers seven days a week, if Verizon would provide full support for off-hour  
3 porting.

4 **Q. IS OFF-HOUR SUPPORT FOR NUMBER PORTABILITY**  
5 **TECHNOLOGICALLY SIMPLE?**

6  
7 A. Yes. The vast bulk of the work necessary to enable Verizon to support porting  
8 numbers out-of-hours is system-and software-dependent, and is already in place.  
9 Only minimal modification to current methods and procedures would be  
10 necessary to provide technical support for those instances where porting is  
11 unsuccessful, thus requiring restoration of service to Verizon to assure the end-  
12 user maintains dial tone.

13 **Q. DOES THE WORK EFFORT CHANGE WHEN A CLEC PORTS A**  
14 **TELEPHONE NUMBER FROM AN ILEC DURING OFF-HOURS,**  
15 **COMPARED TO WHAT OCCURS DURING “NORMAL” BUSINESS**  
16 **HOURS?**

17  
18 A. No. A off-hours port requires nothing more than a port during regular business  
19 hours.

20 The issue, however, is what happens if there is a problem. In those few  
21 instances where the port does not complete successfully, AT&T needs Verizon's  
22 support to resolve the problem so that the customer is not left without telephone  
23 service. Verizon does not want to provide the same support off-hours that it  
24 currently provides during regular business hours, even though that support is  
25 minimal and even though AT&T is more than willing to pay for it.

1 **Q. WHAT SUPPORT DOES AT&T NEED TO PORT A NUMBER FROM**  
2 **VERIZON DURING OFF-HOURS?**

3  
4 A. AT&T requires only the following limited support to facilitate AT&T's ability to  
5 provide customers with off-hour installations:

6 **1. Verizon Must Accept Orders From AT&T With A Saturday Or A**  
7 **Sunday Due Date.**

8  
9 Verizon must allow AT&T to send orders into Verizon's systems with a  
10 Saturday or a Sunday due date listed on the LSR. Currently, if AT&T sends an  
11 order into Verizon's system with a Saturday or a Sunday due date, Verizon's  
12 system will automatically reassign the due date to the next business day, typically  
13 a Monday.<sup>5</sup> This is unnecessary. Even if Verizon has not determined what would  
14 be needed to reconfigure its systems to accept an order for a Saturday or a Sunday  
15 port, Verizon should be required to do so for its *wholesale* customers—  
16 particularly in light of the fact that Verizon manages to provide its *retail*  
17 customers with weekend installation dates.

18 **2. Verizon Must Provide AT&T With Limited Technical Support.**

19  
20 There will be occasions where AT&T is scheduled to install a customer at  
21 7pm on a Monday night or at 2pm on a Sunday afternoon, but for one reason or  
22 another, *e.g.* the rare event where there is an error in AT&T's or Verizon's system  
23 or a customer cancellation at the last minute, the install does not occur. In these

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<sup>5</sup> VZ-VA response to AT&T I-41: Verizon systems will accept an order to port a telephone number on a Saturday or Sunday and reassign the first subsequent business day, which would typically be a Monday unless it is a holiday. The confirmed due date will be the first business date subsequent to the weekend requested. Verizon business practices do not include assignment of weekend due dates. Because weekend due dates are not included in our business practices, Verizon has not assessed the modifications, cost, and implementation time frame to modify our systems to accept non-business day due dates. Copies of all data responses referenced in this testimony are attached hereto as Exhibit 1.

1 instances, to ensure that the end user customer does not lose dial tone and the  
2 ability to receive inbound calls, AT&T will need a Verizon technician to stop the  
3 port.<sup>6</sup> Specifically, Verizon will need to stop the automatic batch processing of  
4 the translations disconnect for the line.<sup>7</sup>

5 To resolve this issue, AT&T requests that Verizon maintain personnel on a  
6 standby basis to assist in any emergency repairs or restoration required during the  
7 off-business hour porting process. AT&T is willing to compensate Verizon for  
8 the incremental cost of Verizon personnel made available outside of business  
9 hours for purposes of handling troubles related to off-hour ports.<sup>8</sup>

10 This is no different than the limited technical support that Verizon  
11 acknowledges that it currently provides to its own customers during off-hours to

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<sup>6</sup> Stopping the port on or close to the requested due date is typically referred to as a “snapback.” Verizon currently provides snapback support for ports which occur during business hours. If Verizon’s systems checked with NPAC to verify that AT&T actually ported the number prior to disconnecting the translations for the ported number, AT&T would need technical support only in the very rare case where AT&T activated the port in error. For example, if AT&T erroneously activated the port before having the line ready, AT&T would need a Verizon personnel sitting in front of a computer to contact NPAC and confirm with NPAC that Verizon would accept the customer’s number. This is a very unlikely scenario which only rarely occurs.

<sup>7</sup> Under Verizon’s current, incomplete, porting solution, Verizon sets the unconditional 10-digit trigger for Monday at 11:59 pm. This means that, when AT&T ports a customer’s number on Saturday, Verizon does not remove the translations for the customer’s number until Monday night. For Saturday and Sunday ports, setting the trigger for Monday night helps avoid a customer’s loss of dial tone. Should something go wrong with the port on Saturday or Sunday, AT&T and Verizon can work together on Monday to ensure that the translations remain in Verizon’s switch and the customer loses neither dial tone nor the ability to receive inbound calls. However, for an off-hour port that occurs, for example, Monday at 7 pm, Verizon will automatically remove the translations for the customer’s number unless the translations work is reversed before 11:59 pm Monday. Having a Verizon technician on call would enable AT&T to port a customer’s number in the evening without risk of the customer losing dial tone or inbound calling. Similarly, if Verizon were to verify with NPAC that the port had actually occurred before removing the translations for the customer’s number, Verizon would not even need to provide this limited support.

<sup>8</sup> This would not include Verizon personnel involved in removal of the 10-digit trigger and customer translations or any repairs and restoration required at such time.

1           conduct repairs for troubles that occur over the weekend.<sup>9</sup> In fact, it is  
2           significantly less support than Verizon apparently provides for its own retail  
3           customers. Verizon currently installs local exchange service for residential  
4           customers during off-hours. That effort often involves the dispatch of a field  
5           technician to the customer premises and/or to the central office to install the  
6           service. If Verizon dispatches technicians to the field to serve its customers on a  
7           weekend, it should certainly be required to provide the lesser level of technical  
8           support that AT&T is requesting here.

9           Moreover, the emergency port-back procedure AT&T is requesting is  
10          currently in use between the parties. There is no reason why Verizon's existing  
11          weekend staff could not handle the occasional need for this emergency work.  
12          Verizon's existing weekend staff is there to ensure that Verizon's customers do  
13          not lose dialtone and to restore that dialtone, if lost. If maintaining its own  
14          customers' dialtone merits a weekend staff, than maintaining dialtone and  
15          inbound call termination capabilities for AT&T's newly ported customers should  
16          merit the occasional use of that weekend staff. Without this critical, but minimal,  
17          amount of support, Verizon is effectively precluding AT&T from offering its  
18          customers the convenience of off-hours installations.

19          **3. Verizon Shall Ensure That Its Service Order Administration**  
20          **Connectivity To NPAC Is Available To Permit Off-Hour Installations.**

21                 Verizon should ensure that its Service Order Administration ("SOA")  
22                 connectivity to NPAC is available for processing all required number portability  
23

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<sup>9</sup> Verizon Response to AT&T I-39.

1 activities at all times.<sup>10</sup> Given Verizon’s admission that its “SOA connectivity to  
2 NPAC is available for processing all required number portability activities all the  
3 time except industry agreed upon Service Provider maintenance windows,”  
4 Verizon can provide this support quite readily.<sup>11</sup>

5  
6 **4. Verizon Must Discontinue Billing A Ported Customer At The Date**  
7 **And Time The Port Is Activated, As Reported By NPAC To Verizon.**  
8

9 To avoid double-billing the end user customer, Verizon must discontinue  
10 billing a ported customer at the date and time the port is activated, as reported by  
11 NPAC to Verizon. Currently, Verizon discontinues billing as of the due date on  
12 the LSR, regardless of whether that is actually the date on which the number was  
13 ported to AT&T.<sup>12</sup> For example, under the existing *ad hoc* Saturday porting  
14 arrangement in Pittsburgh, if AT&T wants to port a customer’s number on a  
15 Saturday, AT&T sends in a LSR with a Saturday due date which Verizon replaces  
16 with a Monday due date. Verizon then discontinues the billing as of Monday—  
17 not the requested Saturday date on which the customer’s number was ported to  
18 AT&T and on which AT&T established service to the customer.

19 The over-billing by Verizon is troublesome on several levels. First, and  
20 most importantly, Verizon is billing the customer for service it is not providing to

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<sup>10</sup> The one exception is during maintenance “windows.” One Sunday every month, NPAC shuts down its systems from 6am to noon central time for maintenance. Although AT&T would not be able to provision ports during this once monthly maintenance window, the fact that NPAC is unavailable to process ports for a few hours a month is certainly no reason to absolve Verizon of the duty to provide off-hour porting generally and to allow AT&T to install service to customers at the customers’ preferred times.

<sup>11</sup> See Verizon Response to AT&T I-42.

<sup>12</sup> Verizon acknowledged that it terminates the billing of the customer on the due date stated on the LSR. VZ-VA response to AT&T I-40 (“The bill cease date is the date the Verizon order is due dated. The due date is the disconnect date confirmed with the requesting CLEC.”) Currently, when AT&T wants to port a customer on a Saturday, AT&T sends an LSR with a Saturday due

1 the customer in violation of its tariff requirements. This could even be construed  
2 as cramming the customer, i.e. placing a charge on the customer's bill for service  
3 the customer did not order or, as in this event, had already cancelled. Second, and  
4 certainly more problematic for AT&T, it may appear to the end user that AT&T is  
5 responsible for the over-billing. The result is that Verizon, through its actions, is  
6 putting AT&T's service — through no fault of AT&T — in a bad light. Third,  
7 because of the over-billing, the customer may very well call Verizon to request a  
8 credit. When this occurs, Verizon now has an opportunity to sell the customer  
9 Verizon's local service – i.e., to encourage the customer to switch back to  
10 Verizon. Thus, Verizon gets undeserved revenues from the customers who fail to  
11 complain about the overbilling and gets a sales opportunity for the ones who do.  
12 Full off-hours porting will resolve those problems.

13 **Q. DOES VERIZON PROVIDE OFF-HOUR INSTALLATIONS AND**  
14 **MAINTENANCE TO ITS OWN RESIDENTIAL AND BUSINESS**  
15 **CUSTOMERS?**  
16

17 A. Yes. Throughout negotiations and in this arbitration, Verizon has  
18 claimed that it does not provide off-hour installations to its own customers and  
19 therefore should not be required to do so for CLEC customers.<sup>13</sup> But in response  
20 to a series of data requests, Verizon acknowledged that it has a tariffed offering  
21 for “Premium Installation Appointment Charge,” which is nothing more (or less)  
22 than installation of a residential or business line during non-business hours, *i.e.*  
23 weekends and evenings:

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date which Verizon rewrites to a Monday due date. Under this scenario, the customer is double billed for as many as three days of service – Saturday, Sunday and Monday.

<sup>13</sup> Response of Verizon Virginia, Inc. to the Issues List Filed by AT&T, *In re Applications of AT&T Communications of Virginia, et al, for Arbitration of Interconnection Rates, Terms and Conditions And Related Arrangements With Verizon Virginia, Inc. Pursuant To Section 252(b) Of The*

1 Verizon Virginia offers installations to customers during business hours.  
2 *Upon request from a residential customer Verizon Virginia may provide*  
3 *out-of-hours installation based on workforce availability and the*  
4 *customer's acceptance of a premium installation appointment charge.*  
5 Upon request from a business customer, Verizon Virginia will negotiate  
6 an out-of-hours installation based on advance notice from the customer,  
7 availability of appropriate workforce, and willingness by the customer to  
8 pay appropriate time and material rates. Depending on the requested time  
9 of the installation, the time and material rate could involve an overtime or  
10 premium rate.<sup>14</sup>

11 Premium Installation Appointments are currently available.<sup>15</sup>

12  
13  
14 Verizon also specifically admitted that it provides installation and maintenance to  
15 residential and business customers outside of standard business hours.<sup>16</sup>

16 Given that Verizon offers weekend and evening installations to residential  
17 and business customers, Verizon should certainly be compelled to provide the  
18 limited support AT&T needs to provide the same weekend and evening  
19 installations to Virginians wishing to transfer from Verizon's local exchange  
20 service to AT&T's local exchange service.

21 **Q. HAS VERIZON AGREED TO CONTRACT LANGUAGE REGARDING**  
22 **OFF-HOUR PORTING?**

23  
24 A. No—and this persistent refusal is curious in light of Verizon's practices in other  
25 jurisdictions. Today, in Pennsylvania, and in Massachusetts, Verizon facilitates  
26 weekend number porting for AT&T's local telephony operations on a business to  
27 business basis. Although the solution offered is not complete, it works and  
28 permits AT&T to install customers on Saturdays in these areas.

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*Telecommunications Act of 1996, VA SCC Case No. 000282, filed 11/14/2000, at 59 ("Nor does VZ install any new service orders for its own customers over the weekend").*

14 VZ-VA Response to AT&T I-43 (emphasis added).

15 VZ-VA Response to AT&T Data Request I-44(f).

1                   Regardless, in Virginia, Verizon has refused to put any language in the  
2 contract regarding off-hour porting. Verizon would not even reduce the  
3 incomplete solution it currently offers in Pennsylvania and Massachusetts to  
4 contract language for AT&T in Virginia.

5 **Q. IS VERIZON’S REFUSAL TO INCLUDE ANY CONTRACT LANGUAGE**  
6 **ON OFF-HOUR PORTING REASONABLE?**

7  
8 A. No. AT&T ports numbers on Saturdays in Pennsylvania and Massachusetts under  
9 the terms and conditions of an unwritten agreement. The *ad hoc* nature of this  
10 process is a wholly inadequate way to conduct business. Without binding  
11 contractual language, Verizon could alter the terms and conditions under which it  
12 provides this inadequate solution without notice or accountability to AT&T.

13 **Q. WHY IS THE PROCESS VERIZON CURRENTLY OFFERS IN**  
14 **PENNSYLVANIA AND MASSACHUSETTS INADEQUATE?**

15  
16 A. It raises a number of issues and problems that could be avoided if Verizon would  
17 support off-hours porting the same way it does business day porting. I’ve already  
18 described how it inconveniences customers by denying them any ability to  
19 schedule Sunday installations, and how it results in some double billing when  
20 AT&T starts its billing on Saturday when it acquires the customer but Verizon  
21 does not stop its billing until Monday night. There is also the potential for  
22 customer confusion regarding repair issues. In Verizon’s records, Verizon is the  
23 provider of record until Verizon disconnects the service on Monday night. If a  
24 customer mistakenly places a repair call to Verizon instead of AT&T between the  
25 Saturday port and Verizon’s Monday disconnect, there is likely to be some

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<sup>16</sup> VZ-VA Response to AT&T I-39.

1 confusion in getting the service repaired. Clear requirements for off-hours porting  
2 would alleviate these issues.

3 **Q. IS IT IN VERIZON'S INTEREST TO FACILITATE CLECS' ABILITY TO**  
4 **PORT CUSTOMERS?**

5  
6 A. No. Verizon has a strong disincentive to facilitate AT&T's off-hour installations,  
7 because off-hours installations will enable AT&T to more effectively compete  
8 with Verizon. Because the vast majority of porting moves customers away from  
9 Verizon, it is in Verizon's best interests to limit porting hours as much as  
10 possible. That may serve Verizon, but it is not in the best interests of consumers  
11 and certainly impedes the development of competition.

12

<b>ISSUE V.13</b>	<b>Should Verizon Be Required To Receive Confirmation Of A Port From NPAC Prior To Disconnecting A Ported Number?</b>
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13

14 **Q. WHY SHOULD VERIZON RECEIVE CONFIRMATION OF A PORT**  
15 **FROM NPAC PRIOR TO DISCONNECTING A PORTED NUMBER?**

16  
17 A. Requiring Verizon to take this step would protect consumers from losing dial tone  
18 in the event that a port is not successful, no matter whether it was Verizon or  
19 AT&T which failed to perform a task needed for the successful coordination of  
20 the port. This practice is particularly useful in the event that a port turns out to be  
21 unsuccessful at the last minute.

22 **Q. WHAT ARE SOME POSSIBLE REASONS WHY A PORT WOULD BE**  
23 **UNSUCCESSFUL AT THE LAST MINUTE?**

24  
25 A. Several different reasons can lead to a number not being ported on the requested  
26 due date. There could be an error in AT&T's systems. There could be an error in

1 Verizon's systems. The customer could reschedule or cancel the installation order  
2 as late as when the winning carrier's technician arrives at the door to install  
3 service.

4 **Q. WHAT IS VERIZON'S CURRENT PRACTICE FOR REMOVING THE**  
5 **TRANSLATIONS FOR A PORTED NUMBER?**

6  
7 A. Currently, Verizon automatically removes the translations for the ported number  
8 at the end of the port window, regardless of whether it has obtained confirmation  
9 from NPAC that the port was successful. Specifically, in response to AT&T's  
10 Data Request 1-47, Verizon stated:

11 Verizon does not confirm with NPAC that a port has been activated and  
12 completed prior to disconnecting the telephone number from its switch.  
13 For non-coordinated LNP orders, Verizon works its disconnect orders  
14 from the due date confirmed with the requesting service provider. The  
15 service for these porting requests are disconnected after 11:59pm of the  
16 agreed upon due date. For LNP orders that are coordinated, Verizon  
17 disconnects the service after contacting the new service provider on the  
18 agreed upon due date and receiving the go ahead to complete the porting  
19 request.

20  
21 **Q. DOES THIS CURRENT PRACTICE PLACE VIRGINIA CONSUMERS**  
22 **AT AN UNACCEPTABLE LEVEL OF RISK?**

23  
24 A. Yes. By disconnecting service prior to obtaining confirmation, Verizon is  
25 jeopardizing consumers' dial tone. To add insult to injury, Verizon's refusal to  
26 verify that the port has completed foists upon AT&T 100% of the responsibility  
27 for protecting that customer's dialtone. Even if the problem was caused by  
28 Verizon, in many cases the consumer will perceive AT&T as being  
29 responsible and may choose to remain with Verizon.

30 Verizon should be required to share the responsibility for protecting  
31 customer dial tone by obligating it to verify the completion of the port with NPAC