

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554**

In the Matter of)	
)	
Clarification of the Commission's)	
Rules and Policies Regarding Unbundled)	WC Docket No. 01-338
Access to Incumbent Local Exchange)	
Carriers' Inside Wire Subloop)	
)	

**SBC's OPPOSITION TO COX'S
PETITION FOR DECLARATORY RULING**

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SUMMARY

Through its Petition for Declaratory Ruling, Cox continues an unrelenting campaign to gain after-the-fact approval of practices that have damaged and degraded the public switched telephone network and caused thousands of outages and trouble incidents for telephone customers in the Oklahoma City area. Stripped of its “direct access” euphemism, what Cox demands the Commission condone—categorically and universally—is a practice whereby any CLEC may enter an ILEC’s terminals on multi-tenant premises, without any prior permission from or even coordination with the ILEC, disconnect the ILEC’s wires in those terminals, appropriate those wires for its own use, and re-connect those wires to the CLEC’s own terminals. The Commission should flatly reject Cox’s demand.

No Commission precedent requires ILECs to provide CLECs such unmediated and unmitigated access to ILEC terminals on multi-tenant premises. To the contrary, the Commission’s rules governing technical feasibility assessments for possible methods of access to unbundled network elements requires the consideration of network security and other operational concerns. “Direct access” to ILEC multi-tenant premises terminals as demanded, and as practiced, by Cox poses a substantial threat to network security and integrity, as well as myriad other operational concerns, including problems with facilities inventory control and billing. Such concerns fully justify the imposition of safeguards on the manner in which Cox and other CLECs access ILEC terminals on multi-tenant premises and compel rejection of Cox’s demand for unconditional and unmediated access to such terminals.

For these very reasons, the Oklahoma Corporation Commission (“OCC”) rejected the very same demand that Cox now places before the Commission. The OCC did so, moreover, based on undisputed evidence in the record before it demonstrating actual, significant damage

caused by Cox when it helped itself to SBC-Oklahoma's multi-tenant premises terminals and associated wiring on an "honor system" that proved disastrously harmful to the local network in Oklahoma and to the local services provided on it. Effectively, Cox now asks the Commission to override the OCC's judgment on this issue. The OCC, however, committed no error. Its decision fully comports with the Commission's decisions in the *UNE Remand Order* and the *Triennial Review Order*. Accordingly, the Commission should deny Cox's petition.

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At issue in this proceeding is the manner in which SBC and other ILECs must provide Cox and other CLECs access to subloops that are used to serve multi-tenant premises. Such subloops are generally copper wires in an ILEC's network that begin at an ILEC terminal located outside an apartment or office building, extend into the building, and terminate at a demarcation point within the building at which the ILEC network interconnects with the customer-owned wire or other facilities of the tenant. Access to such subloops was first required by rules established by the Commission in its *UNE Remand Order* issued on November 5, 1999.¹ Those rules generally require that ILECs "provide a requesting telecommunications carrier with non-discriminatory access to the subloop for access to multiunit premises wiring on an unbundled basis [.]"² This proceeding, however, is not about the provision of multi-tenant premises subloops to CLECs. There is no dispute that ILECs are required to provide access to multi-

¹ Implementation of the Local Competition Provisions of the Telecommunications Act of 1966, *Third Report and Order and Fourth Further Notice of Proposed Rulemaking*, FCC 99-238, 15 FCC Rcd. 3969 (Nov. 5, 1999) ("UNE Remand Order").

² 47 C.F.R. § 51.319(b)(2).

tenant premises subloops. The dispute is over the manner in which ILECs must provide such access.

Cox demands that the Commission sanction what Cox refers to as “direct access” to multi-tenant premises subloops. By “direct access” Cox means an unfettered ability on the part of its technicians to enter ILEC’S multi-tenant premises terminals, appropriate the wire in those terminals, and re-connect those wires to Cox’s own terminals. No Commission rule supports Cox’s demand. To the contrary, the Commission’s rules fully support the establishment of appropriate safeguards that balance the needs of CLECs for efficient methods of accessing multi-tenant premises subloops and the needs of ILECs to maintain the integrity and security of the networks for which they bear responsibility.

BACKGROUND

Since 1997, when Cox began to offer telecommunications services in portions of Oklahoma, SBC-Oklahoma and Cox have had an interconnection agreement continuously in place, but until the arbitration proceeding between Cox and SBC-Oklahoma beginning in 2003, the agreement contained no provisions for the lease of subloops. The interconnection agreement between Cox and SBC-Oklahoma required SBC-Oklahoma to lease certain *other* network elements, and included a process by which Cox could order the elements and pay for them, but the agreement did *not* include any provisions for the lease of subloops, including any provisions governing the manner in which Cox would access SBC-Oklahoma’s subloops.

Beginning in early 2000, only a few weeks after the Commission released its *UNE Remand Order*, Cox, without even requesting to negotiate the inclusion of subloop access provisions in its interconnection agreement, began a pervasive and consistent practice of entering SBC-Oklahoma’s terminals and helping itself to SBC-Oklahoma’s multi-tenant premises

subloops at apartment and office buildings in the Oklahoma City area.³ Cox continued its self-help practices for more than two years and during that time never requested negotiations with SBC to include new terms in its interconnection agreement for subloops; nor did it give SBC-Oklahoma notice of its unilateral appropriation of SBC-Oklahoma's subloops; nor did it make any effort to pay for the subloops it appropriated. Cox simply helped itself to SBC-Oklahoma's subloops by trespassing in SBC-Oklahoma's terminals. Cox did this despite specific and direct requests by SBC-Oklahoma to cease and desist. Only after the Director of the Consumer Services Division of the OCC strongly rebuked Cox in 2002 did Cox belatedly request negotiations for an amendment to its interconnection agreement. When negotiations failed, Cox asked the OCC to arbitrate the matter, seeking after-the-fact authority to continue its practices unabated.

Once at the OCC, Cox asked for unprecedented rights over the public switched telephone network for which SBC-Oklahoma has responsibility and on which many other carriers rely. The practices Cox asked the Commission to approve were demonstrated in the record before the OCC Administrative Law Judge to result in service outages, damage and degradation to the network, lack of accountability for basic installation practices and the routine appropriation of subloops without payment.

SBC-Oklahoma, on the other hand, offered Cox an interconnection agreement amendment that would allow Cox a choice of three alternative methods for accessing multi-tenant premises subloops. Each alternative was specifically designed to balance Cox's interest in gaining efficient access to multi-tenant premises subloops with SBC-Oklahoma's need to maintain accountability, security, and reliability of its network facilities, especially in light of

³ See Application of Cox Oklahoma Telcom, L.L.C. for Arbitration of Open Issues Concerning Unbundled Network Elements, Cause No. PUD 200300157, *Report and Recommendations of the Arbitrator* at 45-46 (April 02, 2004)(“Oklahoma Arbitrator's Report”).

Cox's demonstrated careless and injurious practices. In short, SBC-Oklahoma offered Cox the choice of:

- installing within two feet of SBC-Oklahoma's terminal, a Cox-owned and managed "intermediary box," through which Cox could access multi-tenant premises subloop cross-connects leased from SBC-Oklahoma in order to obtain access to SBC-Oklahoma's multi-tenant premises subloops;
- purchasing such an "intermediary box" from SBC as a special construction subloop access arrangement;
- electing not to install an intermediary box or to have SBC-Oklahoma install an intermediary box, and, instead gain access to a multi-tenant premises subloops via cross connects, which an SBC technician would tag appropriately, leaving up to one foot of exposed wire, which Cox would then terminate in its own terminals, at times of its own choosing.

SBC-Oklahoma's proposed interconnection agreement amendment included all three options. Thus, the choice was afforded to Cox of which option to use to gain access to subloops at any particular multi-tenant premises.

The OCC Administrative Law Judge heard three days of testimony and reviewed more than 470 pages of pre-filed testimony and countless pages of exhibits. She submitted a 54-page report, which included 12 pages of detailed findings of fact and conclusions of law to the OCC. In that report, the OCC Administrative Law Judge found that the practices of Cox of helping itself to SBC-Oklahoma's network were not in the public interest and were neither required nor authorized by federal law.⁴ She found in particular that Cox's request to help itself to SBC-

⁴ *Oklahoma Arbitrator's Report* at 45-47.

Oklahoma’s multi-tenant premises terminals “may seriously jeopardize SBC-OK’s ability to maintain network integrity, security and control, as well as accountability for damage and substandard engineering and operational practices.”⁵ Conversely, she found that, “Where only SBC-OK technicians enter SBC-OK terminals and handle network facilities, the likelihood of damage and degradation, as well as disagreements over responsibility for resulting damage, is reduced considerably, if not eliminated entirely.”⁶ She concluded “the most reasonable and efficient way to control network damage and degradation is to authorize only SBC-OK technicians to perform the installation and provisioning of SBC-OK facilities, including UNE Subloops.”⁷ Based on these findings, the OCC Administrative Law Judge adopted SBC-Oklahoma’s proposal for access to subloops, including the feature allowing Cox to choose which option it will use in particular situations.⁸

The OCC Administrative Law Judge’s findings and conclusions were not based on mere theoretical concerns or questions of policy. To the contrary, her conclusions were based on a meticulously developed record of facts demonstrating real damage to the network, real failures of network integrity, and real service outages to real customers. Specifically, her conclusions were based on evidence—including vivid photographic evidence of the damage inflicted by Cox—presented by SBC-Oklahoma that in exercising self help, Cox had caused extensive damage to

⁵ *Id.* at 45; *see also id.* at 45-46 (“The Arbitrator finds that ‘direct access,’ as practiced by Cox in Oklahoma may cause SBC-OK unreasonably and unnecessary difficulty in maintaining network integrity, security and control (including tracking of network status and usage).”)

⁶ *Id.* at 46.

⁷ *Id.*

⁸ *Id.* at 47-49.

the public switched telephone network in Oklahoma City.⁹ On this record, the OCC Administrative Law Judge correctly found that because SBC-Oklahoma is responsible “for operation, maintenance and repair” of its network, the method of access to these facilities by third parties such as Cox “must be chosen with issues of network integrity and operational concerns in mind.”¹⁰ Her report soundly rejected the strident demands by Cox for permission to continue its damaging self-help practices. Her report was unanimously accepted by the Commission, with a few minor modifications.¹¹

Having lost its arbitration, Cox filed an appeal in the United States District Court for the Western District of Oklahoma. However, Cox also sought a stay of its own appeal in favor of this parallel declaratory ruling proceeding that Cox filed at the same time it filed its Motion to Stay with the district court. Thus, rather than first seeking the declaration from the Commission that Cox now claims is crucial, Cox engaged in self-help practices for three years before initiating an arbitration proceeding before the OCC. Only after the OCC told Cox in a unanimous final order that self-help is unacceptable, and, moreover, after Cox filed a district court appeal of that decision, did Cox seek the Commission’s guidance.

ARGUMENT

There is no dispute that SBC-Oklahoma is obligated to make subloops—as defined in the *UNE Remand Order*—available to Cox pursuant to the rules established by the Commission in that order. Nor is there any dispute that SBC-Oklahoma must provide access to such subloops at any technically feasible accessible points in its network, including its terminals at multi-tenant

⁹ See, e.g., *Oklahoma Arbitrator’s Report* at 26-28.

¹⁰ *Oklahoma Arbitrator’s Report* at 45.

¹¹ Application of Cox Oklahoma Telcom, L.L.C. for Arbitration of Open Issues Concerning Unbundled Network Elements, Cause No. PUD 200300157, *Final Order Adopting and Modifying the Arbitrator’s Report*, Order No. 491645 (June 28, 2004).

premises. This case is thus not about Cox's access to multi-tenant premises subloops or the locations at which it accesses such subloops. Rather, the dispute in this case concerns the *manner* in which Cox gains access to subloops at those points. Specifically, Cox seeks to obtain "direct access," at its sole discretion, to SBC-Oklahoma's terminals. Cox erroneously asserts that it has an unequivocal and universal "right" to enter SBC-Oklahoma's network facilities at will to appropriate ILEC subloops.¹² Nothing in the Act or the Commission's rules, however, provides Cox such a right. To the contrary, the Commission's rules fully support SBC's proposed alternative means of allowing CLECs to access multi-tenant premises subloops and the decision of the OCC prohibiting Cox from directly accessing SBC-Oklahoma's terminals to gain access to multi-tenant premises subloops.

A. Cox's Demand That the Commission Declare a Universal and Categorical Right to "Direct Access" to ILEC Multi-tenant Premises Terminals Is Contrary to the Commission's Rules for Assessing Technical Feasibility

Cox demands that the Commission declare that CLECs have an unequivocal and absolute "right" to "direct physical access" to ILEC terminals in order to access multi-tenant premises subloops.¹³ Such a declaration, however, would be fundamentally contrary to the standards established by the Commission for assessing the technical feasibility of proposed means of accessing UNEs.

Since the Commission issued its *Local Competition Order* in 1996, "operational concerns" have been appropriate components of technical feasibility assessments.¹⁴ More

¹²See, e.g., *Cox Petition* at i; 10; 16; 18-19.

¹³*Id.*

¹⁴ Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, *First Report and Order*, FCC 96-325, 11 FCC Rcd. 15499 ¶ 198 (Aug. 8, 1996) ("Local Competition Order") ("We conclude that the term technically feasible refers solely to technical or operational concerns, rather than economic, space, or site considerations." See also 47 C.F.R. § 51.5 ("Interconnection, access

specifically, “Specific, significant, and demonstrable network reliability concerns associated with providing interconnection or access at a particular point . . . *will be regarded* as relevant evidence that interconnection or access at that point is technically infeasible.”¹⁵ In no uncertain terms, the Commission stressed that “legitimate threats to network reliability and security *must be considered* in evaluating the technical feasibility of interconnection or access to incumbent LEC networks. Negative network reliability effects *are necessarily contrary* to a finding of technical feasibility. Each carrier must be able to retain responsibility for the management, control, and performance of its own network.”¹⁶ It is thus absolutely clear—and has been so for more than eight years—that operational concerns in general, and network reliability and security concerns in particular, are integral determinants of the technical feasibility of particular means of accessing UNEs.

The Commission, moreover, has established a specific mechanism for considering operational and network security concerns in technical feasibility determinations—a state-specific, fact-specific mechanism that is fundamentally incompatible with Cox’s request for a universal and unequivocal declaration of a CLEC right to direct access to ILEC terminals. In its *Local Competition Order*, the Commission required, in order to “justify a refusal to provide interconnection or access at a point requested by another carrier,” incumbent LECs “must prove *to the state commission*, with clear and convincing evidence, that specific and significant adverse

to unbundled network elements, collocation, and other methods of achieving interconnection or access to unbundled network elements at a point in the network shall be deemed technically feasible absent technical or *operational concerns* that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods.”)(emphasis added).

¹⁵ *Local Competition Order* ¶ 198. (Emphasis added.)

¹⁶ *Id.* ¶ 203. (Emphasis added.)

impacts would result from the requested interconnection or access.”¹⁷ As to subloops specifically, the Commission affirmed in its *UNE Remand Order* that its

approach to subloop unbundling permits evaluation of the technical feasibility of subloop unbundling on a case-by-case basis, and takes into account the different loop plant that has been deployed in different states. We find that the questions of technical feasibility, including . . . whether such interconnection would pose a significant threat to the operation of the network, are fact specific. Such issues of technical feasibility are best determined by state commissions, because state commissions can examine the incumbent’s specific architecture and the particular technology used over the loop, and thus determine whether, in reality, it is technically feasible to unbundle the subloop where a competing carrier requests.¹⁸

More recently, in the *Triennial Review Order*, the Commission reiterated: “To the extent there is disagreement with respect to what is ‘technically feasible’ with respect to subloop access at a multiunit premises, this issue is left to the state in the context of particular interconnection arrangements pursuant to section 252 of the Act, which can take into account the particular incumbent LEC’s network architecture as well as the requesting carrier’s network.”¹⁹

These Commission pronouncements—all of which are conspicuously absent from Cox’s petition—make abundantly clear that network security and reliability concerns must be evaluated on a case by case basis and that consideration by state commissions of specific network reliability and security issues is appropriate, and indeed required, in order to assess whether

¹⁷ *Id.* ¶ 203 (emphasis added); see also 47 C.F.R. § 51.5 (“An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts.”)

¹⁸ *UNE Remand Order* ¶ 224.

¹⁹ *Triennial Review Order* ¶ 350 n. 1057. This statement derives from the *UNE Remand Order*, in which the Commission found “that questions of technical feasibility, including the question of . . . whether such interconnection would pose a significant threat to the operation of the network, are fact specific. Such issues of technical feasibility are best determined by state commissions, because state commissions can examine the incumbent’s specific architecture and the particular technology used over the loop and thus determine whether, in reality, it is technically feasible to unbundle the subloop where a competing carrier requests.” *UNE Remand Order* ¶ 224.

particular means of accessing network elements is technically feasible. Cox's complaint of the prospect of "inconsistent state rulings"²⁰ is thus no more than a challenge to the fundamental nature of the Commission's standard for evaluating the technical feasibility of methods of access to UNEs in general and subloops in particular. On its face, the Commission's standard precludes Cox's demand that the Commission arrogate for CLECs a categorical and unconditional right to unmediated and unmitigated access to ILEC terminals for purposes of accessing multi-tenant premises subloops.

The possibility of such direct access poses inherent operational and network security and integrity risks. As the ILEC, SBC has sole responsibility to maintain the service level and integrity of its network, including responsibility inventorying and maintaining network facilities and for preventing network trouble and service interruptions for its retail and wholesale customers. The only way that SBC can control and maintain the integrity of its network is to restrict direct access to SBC's terminals to SBC's technicians. Once a CLEC technician enters an SBC terminal, he has access to the facilities serving all customers in the building served by that terminal. The wires in such terminals are easily broken, degraded, or re-arranged in a manner that can cause service interruptions for any of the customers served by those wires, and damage to the physical structure of the terminal itself can damage any or all of the wires housed in that terminal, causing service outages for customers served by the wires housed in that terminal. Moreover, self-help direct access can cause facilities inventory and assignment problems, which can, in turn, lead to delays in service provisioning and repair, as well as problems in properly billing CLECs for their use of subloops.

These were the very same concerns that prompted the OCC Administrative Law Judge to find that Cox's "direct access" proposal was not in the public interest, because of the very real

²⁰ *Cox Petition* at ij; *see also id.* at 16-18.

threat to “network integrity, security and control, as well as accountability for damage and substandard engineering and operational practices.”²¹ All of these concerns preclude any categorical pronouncements that unmediated direct access to ILEC terminals is a technically feasible means of accessing ILEC multi-tenant premises subloops.²²

Moreover, the evidence from Oklahoma demonstrates that such concerns are not merely theoretical. By its own admission, Cox entered SBC-Oklahoma’s terminals without permission to perform “more than 100,000” cross connects to SBC-Oklahoma’s multi-tenant premises subloops.²³ Of course, because Cox did so without authority and without notice to SBC-Oklahoma, SBC-Oklahoma has had no way of monitoring each time Cox impermissibly entered SBC-Oklahoma’s terminals or of tallying all of the damage caused by Cox during its self-help campaign. Nonetheless, simply through routine technician site visits and some random sampling of multi-tenant premises in the Oklahoma City area, SBC-Oklahoma discovered that Cox technicians left hundreds of SBC-Oklahoma terminals unsealed, left bare and unprotected wires

²¹ *Oklahoma Arbitrator’s Report*. at 45; see also *id.* at 45-46 (“The Arbitrator finds that ‘direct access,’ as practiced by Cox in Oklahoma may cause SBC-OK unreasonably and unnecessary difficulty in maintaining network integrity, security and control (including tracking of network status and usage).”)

²² Cox devotes much time to rebutting the phantom argument that the OCC Administrative Law Judge’s decision was based on “a difference between how the Commission and the OCC view the location and significance of points of demarcation and NIDs.” See *Cox Petition* at 12-16; see also *id.* at i (“the Oklahoma Corporation Commission held that competitive LECs are not entitled to direct access to incumbent LECs MTE terminal blocks because, as a matter of state law, the incumbent LECs’ network interface device is located at the customer premises rather than at the terminal block.”). While, as discussed below, there are such differences in classification, those differences are not the primary basis for the OCC Administrative Law Judge’s decision. Rather, as set forth in detail in her decision, the primary basis for her rejection of Cox’s request for unmediated direct access to SBC-OK’s terminals on multi-tenant premises was her conclusion that such access would “seriously jeopardize SBC-OK’s ability to maintain network integrity, security and control, as well as accountability for damage and substandard engineering and operational procedures.” *Arbitrator’s Report* at 45. She relied on the differences in classification of NIDs and demarcation points among the states only to reject Cox’s effort to shoehorn its request for unmediated direct access within the decision of the Wireline Competition Bureau’s *Verizon Virginia Arbitration Order*.

²³ *Cox Petition* at 4.

loose within terminals and physically damaged the terminals and seals, including physically ripping terminals from their wall mountings. SBC's random sample of the multi-tenant premises terminals led SBC to conduct to a more comprehensive audit of Cox practices which – although not exhaustive – shows a pattern of pervasive damage and utter disregard for network integrity. The attached Declaration of William Weydeck provides detail on the damage Cox's actions caused to SBC-Oklahoma's network and the service interruptions Cox caused to customers in Oklahoma.

Cox disingenuously claims that its self help practices do “not pose any risk to the incumbent LEC network or to the provision of telephone service,” and that it has “experienced trouble on only one occasion since 1999.”²⁴ Of course, the number of Cox customers who have complained is irrelevant because it addresses only to the question of whether Cox is capable of provisioning service to its own customers, and tells nothing of the damage Cox has cause to the facilities serving other customers in multi-tenant premises or the terminals and other facilities serving all of the customers in such premises.

More fundamentally, Cox's representations are belied by actual evidence that Cox's technicians caused pervasive damage to SBC-Oklahoma's network, including damage to 7,100 of SBC-Oklahoma's terminals, caused more than 3,000 recorded instances of trouble on SBC Oklahoma's network and over 9,000 hours of service outages to SBC Oklahoma's customers.²⁵ The damage caused by Cox during its self-help campaign demonstrates how such practices, if allowed to continue, will further degrade SBC's work and make it impossible for SBC to

²⁴ *Cox Petition* at 4.

²⁵ *See Affidavit of William E. Weydeck on Behalf of SBC Communications Inc.* ¶¶ 7-15.

maintain its high service standards and its service reliability.²⁶ It is simply unfathomable how the Commission, in the face of such evidence, could conclude that CLECs have an unfettered right to “direct access” to ILEC terminals to access multi-tenant premises subloops.

B. The *Triennial Review Order* Does Not Require “Direct Access”

Cox claims that the Commission’s *Triennial Review Order* supports Cox’s purported “right” to direct access to ILEC terminals. Far from supporting Cox’s position, however, the *Triennial Review Order* fully supports the decision of the OCC to prohibit Cox from directly accessing SBC-Oklahoma’s terminals.

In its discussion of multi-tenant premises subloops, the *Triennial Review Order* confirms that CLECs may access multi-tenant premises “subloops at any technically feasible terminal point at or near the building *in any technically feasible manner.*”²⁷ Nowhere, however, does the *Triennial Review Order* say that CLECs may access subloops by directly appropriating them from the ILECs’ terminals. Specifically, the brief statement in footnote 1013, on which Cox relies in its petition, does not say that. Rather, in describing the phrase “accessible terminals,” footnote 1013 merely says that such terminals “contain cables and their respective wire pairs that terminate on screw posts which enables a competitor’s technician to cross connect its terminal to the incumbent LEC’s to access the incumbent LEC’s loop from that point all the way to the end

²⁶ Because Cox refused to cease its trespass, SBC’s only remedy was to sue Cox for damages in the U.S. District Court for the Western District of Oklahoma. That case was subsequently settled and dismissed as part of a confidential settlement agreement.

²⁷ *Triennial Review Order* ¶ 350 n. 1057; *see also id.* ¶ 343 (“A competitor purchasing a subloop from an incumbent LEC will access the incumbent LEC’s loop along its distribution path at a technically feasible access terminal[.]”); 47 C.F.R. § 51.319(b)(ii) (2003)(“The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC’s outside plant at or near a multiunit premises.”).

user customer.”²⁸ As an initial matter, that sentence does not say that CLECs have the right to allow their technicians to cross connect their terminals directly to ILEC terminals; it merely says that the characteristics of the terminals *enables* technicians to do so. The fact that the layouts of accessible terminals allows for such access does not establish that it is a right of CLECs to gain direct access to ILEC terminals.

It is thus more reasonable to read footnote 1013 as merely describing the characteristics of accessible terminals, rather than establishing a national right on the part of CLECs to unfettered access to such terminals. Footnote 1013 is derivative of yet another footnote, this time from the Commission’s *UNE Remand Order*, in which the Commission similarly described the characteristics of accessible terminals but in doing so referred only to “technicians” performing cross connects rather than “a competitor’s technician.”²⁹ As the OCC Administrative Law Judge concluded, it would be foolhardy “to conclude that the FCC intended to supersede important issues of local network integrity, security and control (and the resulting affect on the Oklahoma public) by such casual reference.”³⁰ Moreover, even if that single sentence in footnote 1013 establishes such a right, it certainly does not declare that CLECs have the right to perform such cross connects by helping themselves to unfettered access to ILEC terminals and that ILECs have no right to mediate such access in order to safeguard the integrity of the ILEC’s networks. Cox is simply incorrect that footnote 1013 reflects a Commission determination that

²⁸ *Triennial Review Order* ¶ 343 n. 1013.

²⁹ *UNE Remand Order* ¶ 206 n. 395.

³⁰ *Oklahoma Arbitrator’s Report* at 47.

“purchase of the inside wire subloop includes direct physical access to the terminal and to whatever terminal to which the inside wire attaches.”³¹

Cox also fundamentally misconstrues the Commission’s statements in the *Triennial Review Order* concerning access to NIDs. The Commission held that

a competitive LEC seeking to make contact with the incumbent LEC’s NID for the purpose of disconnecting wiring on the customer’s side of the NID so that the competitive LEC can reconnect such customer wiring to its own NID is *not* accessing the incumbent LEC’s NID as a UNE. As such, an incumbent LEC requirement to have its technician present and to impose an associated charge on the competitive LEC for such contact on the non-network side of the NID would also be contrary to the rules we adopt today.³²

The Commission’s statement concerning direct access to NIDs, however, in no way means that CLECs are entitled to unmediated direct access to multi-tenant premises terminals to access subloops. Indeed, the rationale underlying the Commission’s statement concerning NIDs is entirely inapposite to the situation concerning access to subloops.

In essence, the Commission’s decision with respect to NIDs is premised on the fact that when a CLEC directly connects its own NID to customer-owned inside wiring, it need purchase no UNEs in order to do so. Specifically, a CLEC does not purchase the ILEC’s NID in order to do so; it merely gains *access* to the ILEC’s NID in order to remove the customer wiring from the ILEC’s NID and re-connect it to the CLEC’s NID. The key premise in that scenario is that the CLEC directly connects its network to facilities owned by the customer.

That is simply not the case with respect to the *ILEC-owned* inside wiring—*i.e.*, a subloop—that is at issue here. When a CLEC connects its facilities to ILEC-owned

³¹ *Cox Petition* at 9.

³² *Triennial Review Order* ¶ 358.

inside wiring at the ILEC's multi-tenant premises terminals, it *is* most definitely doing so in order to purchase a UNE—the subloop—and it is entirely appropriate that the ILEC who owns that subloop UNE be permitted to impose reasonable conditions on the manner in which a CLEC gains access to the ILEC's network in connection with the purchase of that UNE. Simply put, the Commission's statements concerning direct access to NIDs for purposes of gaining access to customer-owned inside wiring has no bearing on the issue of access to MTE terminals for purposes of gaining access to ILEC subloops. It is an apples-to-oranges comparison.

Cox also is incorrect that the Commission's statements in the *Triennial Review Order* with respect to the application of its collocation rules to subloop access³³ means that CLECs are entitled to unfettered direct access to ILEC multi-tenant premises terminals. As an initial matter, the mere lack of a collocation requirement does not dictate unfettered direct access or in any way prohibit an ILEC from requiring reasonable security measures on the manner in which CLECs gain access to ILEC subloops. More fundamentally, none of the means of accessing multi-tenant premises subloops offered by SBC imposes a collocation requirement on CLECs. Collocation, by definition, provides carriers access (either physical or virtual access) to ILEC premises. None of SBC's subloop access proposals—including its proposal of an intermediate terminal constructed by SBC or the CLEC—requires CLECs to occupy any of SBC's premises in order to gain access to SBC's subloops.

Moreover, even if SBC's intermediary terminal proposal is considered “collocation,” that is merely an option available to CLECs, and the Commission confirmed in the *Triennial Review Order* that its prohibition of a collocation requirement “is not to suggest that a requesting competitive LEC and an incumbent LEC may not agree that some method of ‘collocating’ a

³³*Id.* ¶¶ 350, 358.

competitor's terminal to cross-connect with the incumbent LEC's terminal at a subloop access point at a multiunit premises is desirable, taking into account space availability."³⁴ SBC has no single mandatory requirement for access to subloops. In no sense, therefore, is SBC's proposal for CLECs to access multi-tenant premises subloops contrary to the Commission's prohibition of a collocation requirement as a condition of access to subloops.

C. The Wireline Competition Bureau's *Verizon Virginia Arbitration Order* Does Not Require "Direct Access"

Cox also mistakenly asserts that the Wireline Competition Bureau's *Verizon Virginia Arbitration Order*³⁵ held that "carriers have a right to direct physical access to Verizon's terminal block when seeking to provide service to customers in [multi-tenant environments]."³⁶ The Bureau reached rendered no such universal declaration. Rather, its decision was based on the unique set of facts before it concerning Verizon's network architecture in Virginia.

Cox relies on a single sentence in the *Verizon Virginia Arbitration Order* in which the Wireline Competition Bureau indicated that AT&T was entitled in Virginia to "direct access to all wire on the customer side of the NID, even where that wire is owned by Verizon."³⁷ That sentence, however, does not establish a universal right to "direct access" to ILEC terminals serving multi-tenant premises. As an initial matter, the import of that sentence is undercut by the Bureau's further adoption in the same arbitration of WorldCom's language concerning technician access to NIDs "[b]ecause the wire on the customer side of the NID is dedicated to

³⁴ *Id.* ¶ 350 n. 1057.

³⁵ Petitions of WorldCom, Cox Virginia Telecom and AT&T of Virginia Pursuant to Section 252(e) of the Communications Act for Preemption Regarding Interconnection Disputes, *Memorandum Opinion and Order*, DA 02-1731 ¶ 421 (July 17, 2002)("Verizon Virginia Arbitration Order").

³⁶ *Cox Petition* at 11.

³⁷ *Verizon Virginia Arbitration Order* ¶ 421.

and owned by the customer.”³⁸ That result comports with the Commission’s reasoning in the *Triennial Review Order* that direct access to NIDs is appropriate when CLECs do not purchase NIDs as UNEs but merely access NIDs in order to connect their network facilities to customer-owned facilities. The Commission, however, has *never* said that CLECs are entitled to direct access to NIDs in order to connect CLEC facilities to *ILEC-owned* facilities. There is thus serious doubt as to any intention on the part of the Bureau in the *Virginia Verizon Arbitration Order* to provide CLECs access to ILEC terminals serving multi-tenant premises.

Moreover, even if it was the Bureau’s intention to allow such access in Virginia, the scope of any such decision is limited to the unique characteristics of Verizon’s network in Virginia. Specifically, in Virginia Verizon’s multi-tenant premises terminals are nearly always the demarcation points between Verizon’s facilities and customer-owned wires. The Bureau’s decision is thus limited to the “rare” instances in Virginia in which Verizon owns subloop facilities running from its multi-tenant premises terminals to individual tenant units.³⁹

Such instances are not rare in other states, such as Oklahoma. Under Oklahoma tariffs and rules, NIDs at multi-tenant premises are always defined to be inside, at the first jack within the individual tenant customer premises.⁴⁰ Accordingly, by law, subloop facilities running from multi-tenant terminals to individual tenant units in Oklahoma is owned by SBC. The “rare” situation in Virginia is thus the rule in Oklahoma. And that rule necessarily means that acquiescence to Cox’s demand would impact the facilities serving every single multi-tenant premises customer in Oklahoma. Considering the substantial risk that Cox’s demand poses to such facilities—evidenced by actual, demonstrable damage caused by Cox when it unilaterally

³⁸ *Id.* ¶ 428. (Emphasis added.)

³⁹ *Verizon Virginia Arbitration Order* ¶ 423

⁴⁰ *Affidavit of William E. Weydeck in Support of SBC Communications Inc.* ¶ 5.

helped itself to SBC-Oklahoma's terminals—the Bureau's limited decision in the *Verizon Virginia Arbitration Order* simply can not trump the Commission's determinations in the *UNE Remand Order* and *Triennial Review Order* that technical feasibility assessments must be made on a case-by-case basis and must include consideration of network security issues.

CONCLUSION

The Commission should deny Cox's petition. Specifically, it should refuse to accede to Cox's demand for declaration of an unmitigated and unmediated access to ILEC multi-tenant premises terminals. SBC requests that the Commission conclude that SBC's alternate proposed methods of access to subloops are reasonable. At a minimum, it should hold fast to its prior determinations that technical feasibility assessments of possible methods of access to unbundled network elements—including determinations as to operational and network integrity impacts—should be made on a case-by-case basis by state commissions.

Respectfully Submitted,

SBC COMMUNICATIONS INC.

/s/ Jim Lamoureux
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CHRISTOPHER M. HEIMANN
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Its Attorneys

December 6, 2004

AFFIDAVIT

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

In the Matter of)	
)	
Clarification of the Commission's)	WC Docket No. 01-338
Rules and Policies Regarding Unbundled)	
Access to Incumbent Local Exchange)	
Carriers' Inside Wire Loop)	

**AFFIDAVIT OF WILLIAM E. WEYDECK
ON BEHALF OF SBC COMMUNICATIONS INC.**

The undersigned, being of lawful age and duly sworn, does hereby state as follows:

Qualifications

1. My name is William E. Weydeck. I am employed by SBC Management Services, Inc., a subsidiary of SBC Communications Inc. ("SBC") and am currently an Area Manager-Network Regulatory for the SBC Incumbent Local Exchange Companies ("ILECs"), including Southwestern Bell Telephone, L.P. d/b/a "SBC-Oklahoma." My primary responsibility is to represent the SBC ILECs, including SBC-Oklahoma, in the development of network policies, procedures and plans from both a technical and regulatory perspective. I am also responsible for representing the Network Organization's interest of these companies in negotiations with ILECs and in various proceedings involving such issues.

2. Previously, I was employed by Southwestern Bell Telephone Company (now Southwestern Bell Telephone, L.P.) from March 1970 to April 2000. From 1970 to 1981, I was an Outside Plant Technician. From 1981 to 1985, I was an Outside Plant Design Engineer responsible for the design of the outside plant network in a specific wire center. From 1985 to 1989, I was a Scheduling Engineer responsible for the scheduling of outside plant engineering jobs to construction. From 1989 to 1999, I was a Manager responsible for installation, repair and cable repair. From 1999 to 2000, I was a Manager responsible for staff functions, including budget, manager relations, manager training, and report generation in the installation and repair district office. In 2000, I moved to my current position of Area Manager - Network Regulatory. Throughout my career, I have attended various technical schools offering courses on telephone plant design, construction, technology, and maintenance and repair of outside plant. The opinions expressed in this declaration are based on my extensive previous experience in the telecommunications industry and my participation as a witness in the arbitration between Cox Oklahoma Telecom, L.L.C. ("Cox") and SBC-Oklahoma.

Purpose of Declaration

3. The purpose of this declaration is to review the practices of "direct access" by Cox in Oklahoma at Multi-Tenant Environments ("MTEs") and to recount the damage Cox has caused to the SBC-Oklahoma network in connection with such practices.

4. By exercising “direct access” to SBC-Oklahoma’s network, Cox has caused extensive damage and degradation to SBC-Oklahoma’s network. Since it began offering telecommunications services to Oklahoma MTEs in early 2000, we now know that Cox consistently followed sub-standard installation practices. Without notifying SBC-Oklahoma, Cox technicians have entered SBC-Oklahoma’s terminals to disconnect, cut, appropriate and remove tens of thousands of UNE Subloops. In doing so, Cox has left SBC-Oklahoma terminals open (which exposes them to the elements), unsealed (causing moisture and sun damage), and torn or pried from their mountings on building walls, and left bare and unprotected wires loose within terminals (causing static and poor quality signals when touching live connectors). Moreover, Cox entirely failed to report its practices to SBC-Oklahoma, or to follow any ordering practices at all. The resulting damage has clearly been service-affecting. Since SBC-Oklahoma began maintaining records of trouble caused by Cox, it has experienced more than 3,000 recorded instances of trouble, resulting in over 9,000 hours of customer outages.

SBC-Oklahoma’s Network

5. The SBC-Oklahoma network extends to the first jack of each individual tenant’s apartment or office in MTEs. Under the SBC-Oklahoma tariff¹ and the rules of the

¹ SBC-Oklahoma General Exchange Tariff, Explanation of Terms, 2nd Revised Sheet 2.1 and Original Sheet 5.1.

Oklahoma Corporation Commission,² the Network Interface must be located at the same point as the Demarcation Point on SBC-Oklahoma's network. In MTEs, that point is characterized by a "Network Interface Device" or "NID" which is a standard jack or its equivalent installed at the demarcation point at the tenant customer's premise.³ In compliance with the tariff, rules, and decisions of the Oklahoma Corporation Commission,⁴ SBC-Oklahoma – according to the wishes of the MTE owner – designates Oklahoma MTEs as Multiunit Installations having a separate demarcation point for each tenant customer on the MTE property, located at the first jack in the tenant customer premise. This practice has been consistently in place in Oklahoma since the middle 1980's.

Cox Has Damaged SBC-Oklahoma's Network

6. Cox Communications has improperly obtained direct access to SBC-Oklahoma's network infrastructure without authority or permission from SBC-Oklahoma. SBC-Oklahoma, pursuant to its carrier of last resort obligations imposed by regulation in Oklahoma, has the responsibility to preserve the integrity of its network in order to

² Oklahoma Administrative Code ("OAC") 165:55-1-4 ("Demarcation Point") and OAC 165:55-1-4 ("Network Interface"). *See also*, 47 C.F.R. § 68.3.

³ SBC-Oklahoma General Exchange Tariff, Explanation of Terms, Original Sheet 5.1.

⁴ SBC-Oklahoma General Exchange Tariff, Rules and Regulations Applying to All Customers' Contracts, 1st Revised Sheet 24, § 13.1 and 1st Revised Sheet 25, § 13.2; OAC 165:55-1-4 and 55-13-40(d); Order No. 325917 issued in Cause No. PUD 00238.

provision service to customers and meet any applicable quality of service standards established by the Oklahoma Corporation Commission. Cox's actions to obtain "direct access" to SBC-Oklahoma's network have damaged SBC-Oklahoma's building terminals and its Terminal-To-NID Subloops⁵ at many MTEs in the Oklahoma City metropolitan area in a manner that has produced service outages and service quality degradation for customers, both retail and wholesale.

7. Beginning in early 2000, Cox began a pervasive and consistent practice of entering SBC-Oklahoma's MTE terminals and helping itself to SBC-Oklahoma's UNE Terminal-to-NID Subloops at apartment and office buildings in the Oklahoma City area. In doing so, Cox improperly entered SBC-Oklahoma's terminals without authority or permission from SBC-Oklahoma. Over the ensuing four years, when Cox sold its telephone service to a tenant at an MTE, Cox's practice was to open the SBC-Oklahoma terminal, locate the particular network terminating wire that extends to the premises of the tenant to be served, cut the wire off of the connectors in the terminal, then splice the wire into the Cox network. In doing so, Cox disconnected SBC-Oklahoma's ability to serve that tenant until a trouble report was received and a technician could be sent to repair the damage. Cox never reported its actions to SBC-Oklahoma, nor did it order or pay for any Subloops so taken.

⁵ In this Declaration, "Terminal-to-NID Subloops" means the same as "Inside Wire Subloop," as defined by the FCC in footnote 1021 (¶ 343) of the Triennial Review Order.

8. SBC-Oklahoma has experienced numerous incidents where Cox has entered SBC-Oklahoma's terminals and left the terminal open and unsealed, and even torn or pried from their mountings on building walls. Cox has left hundreds of terminals unsealed, left bare and unprotected wires loose within terminals, and damaged the terminals and the seals.
9. Unsealed terminals expose Subloops to damage due to intrusion by plants and insects, and exposure to sun and rain. Sunlight (ultraviolet light) deteriorates and fades the covering on the wiring that is left unprotected by the terminal covering or protective wrap. Rain and insects can degrade the loops. For example, spider webs across screw posts in unsealed terminals can short out the loop when moisture is present. Bare and unprotected wires within terminals will cause interference or loss of dial tone to SBC-Oklahoma's customers when touching screw posts connecting to loops. Unsealed terminals also expose SBC-Oklahoma's employees to the risk of insect stings when entering terminals. Removing protective covering from wiring exposes it to increased risk of damage, which can be caused by routine yard or building maintenance. If the protective sheathing of wiring is cut, scraped, or damaged, the wire can be exposed to moisture, which can adversely affect the quality of the customer's service.
10. Further, once a Cox technician enters the SBC-Oklahoma building terminal, he has access to the service of all customers in that building. The wires are easily broken or

pushed together in a manner that can cause service interruptions. These interruptions would likely relate to service to SBC-Oklahoma's customers (either retail or wholesale), and Cox would not receive a trouble report where the service problem relates to SBC-Oklahoma's customer.

11. Because Cox did not order the Terminal-to-NID Subloops used, nor report the damage it caused, SBC-Oklahoma conducted an audit of the MTE facilities to identify what portions of the SBC-Oklahoma network have been affected by Cox. Although not exhaustive, the audit identified 7,100 SBC-Oklahoma terminals that were damaged in some fashion by Cox activities. Damage included holes knocked and drilled in terminals, terminals pried off walls, terminals left unsealed, and thousands of bare wire scraps left on terminal connectors. All of this damages and degrades the network, which leads to potential service quality issues for customers. SBC-Oklahoma's expense to repair this damage was estimated to be more than \$578,441. These and other findings of the SBC-Oklahoma audit are recorded in thousands of pictures and related narrative.

12. SBC-Oklahoma's audit of many Oklahoma City area MTEs revealed many instances where Cox left SBC-Oklahoma terminals open and exposed to the elements. This occurred in several different ways. For example, the audit identified 1,037 instances where plug material was removed and 250 instances where grommets were removed to accommodate Cox wiring. Grommets and plug material seal the terminal from moisture.

The audit also revealed 72 instances where Cox ran wire through holes knocked out in the terminal and 32 instances where Cox ran wires through holes drilled in the terminal. None of these openings were properly sealed. In 98 instances, Cox ran wires through the terminal door opening, preventing a proper seal for the terminal. The audit identified 24 instances of the SBC-Oklahoma terminal pried away from the building to gain access to the Subloops extending inside the building. The audit also reflected 13,385 instances of wires cut off the binding posts of the SBC-Oklahoma terminals and 97 instances of excessive wire leads left by Cox. Cox's actions adversely affect SBC-Oklahoma's network because the unprotected leads and bare wire can cause interference and loss of dial tone to customers.

13. Attached as Exhibit A are pictures depicting examples of damage caused by Cox's technicians.
14. Through February 25, 2004, SBC-Oklahoma recorded more than 3,455 trouble reports on its network where the cause was noted as resulting from Cox's actions at MTE facilities. These instances resulted in SBC-Oklahoma's customers being out of service for a total of 52,234 hours as a result of Cox's actions.
15. SBC-Oklahoma maintains a "connect through" network in Oklahoma. This means that at MTEs, the connections for individual tenant customers are established when telephone service was first installed, but the connections are not later disturbed in

the routine course of providing service. When a customer moves out of an MTE, or when a new customer moves in, SBC-Oklahoma can disconnect or connect service at the central office without a visit to the tenant's premises. This type of network design allows SBC-Oklahoma to quickly meet the demands of customers. SBC-Oklahoma has no reason to routinely visit the tenant premises, or to open the terminal at the MTE, because the service is disconnected and reconnected at the SBC-Oklahoma central office. When Cox opens an SBC-Oklahoma MTE terminal and disconnects a Terminal-to-NID Subloop from the network, SBC-Oklahoma does not know the damage has occurred. If the tenant occupying that space subsequently requests service from SBC-Oklahoma, and SBC-Oklahoma turns-up the service in response to the request, the customer will not have dial tone at his or her apartment because – unknown to SBC-Oklahoma – Cox has cut the Subloop and disconnected it from the network. A customer complaint or “trouble report” will come in because the customer has no dial tone and is out of service. SBC-Oklahoma must then dispatch a technician to the MTE to repair the trouble. SBC-Oklahoma has recorded over 3500 instances when it has repaired trouble of this nature when establishing service for customers.

16. Cox's actions have also caused significant damage to SBC-Oklahoma's ability to maintain its facilities inventory database and thus its ability to provision and maintain service to its customers. The database that SBC-Oklahoma uses to service its customers

has been rendered unreliable and inaccurate by Cox activities. It will not reflect instances where a Terminal-to-NID Subloop has been disconnected from the customer's premises or SBC-Oklahoma's network. Had Cox ordered Subloops, the database would have been updated as orders were received. Because Cox has failed to order these Subloops, the integrity of the database has been compromised. If it is not revised to reflect the correct state of the network, trouble reports will continue to occur. The cost to correct the SBC-Oklahoma database is \$445,318.86.

17. In addition, damage inflicted by Cox to the network infrastructure adversely impacts the general public. Namely, SBC-Oklahoma has a strong interest in maintaining a viable and sound communications network infrastructure for the public use. An efficient, well-maintained communication network is important for purposes of safety, national defense and security, commerce and government. SBC-Oklahoma customers and the public in general depend on the SBC-Oklahoma network on a daily basis. The importance of maintaining the integrity and viability of the network is vital for safety and security. Cox's actions which damage the network infrastructure therefore adversely impact SBC-Oklahoma's ability to maintain a secure and reliable communications network to the public in the Oklahoma City metropolitan area.

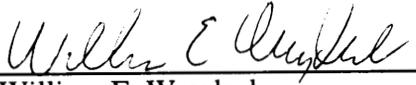
18. In sum:

- Cox has damaged SBC-Oklahoma's building terminals at Oklahoma MTEs by pulling them from the building to improperly and unlawfully gain direct access to SBC-Oklahoma's Terminal-to-NID Subloops;
- Cox has employed substandard practices and procedures at SBC-Oklahoma's terminals to gain direct access to SBC-Oklahoma's Terminal-to-NID Subloops;
- Cox has damaged the terminals and the wiring in a manner that is likely to produce trouble reports;
- Cox has left SBC-Oklahoma's terminals open and unsealed so as to expose them to damage from moisture, vegetation and insects;
- Cox has cut wiring within SBC-Oklahoma's terminals, leaving the cut wire ends hanging from the screw posts in a manner that further impairs SBC-Oklahoma's service quality and service reliability to its customers; and
- Cox has spliced SBC-Oklahoma's Terminal-to-NID Subloops to Cox facilities, leaving the splice exposed to the elements.

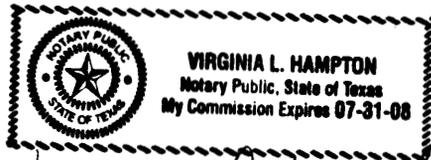
Cox's actions to gain access to SBC-Oklahoma's network have caused thousands of instances where a customer's service was impacted, inflicted significant damage to the network infrastructure and significantly increased SBC-Oklahoma's costs.

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

Executed on December 3, 2004



William E. Weydeck



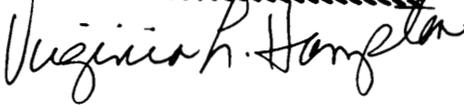
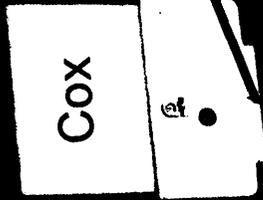


EXHIBIT A

Example Picture #1
Ashley Square
1415 George St., Norman
Terminal 127
07-23-03

SBC terminal was
pulled off wall so Cox
could remove NTWs.



Internal
splices.

Network terminating
wires (NTWs) from
SBC terminal removed.

Example Picture #2
Meadowbrook
4396 NW 36, OKC
Terminal S4412
05-28-03

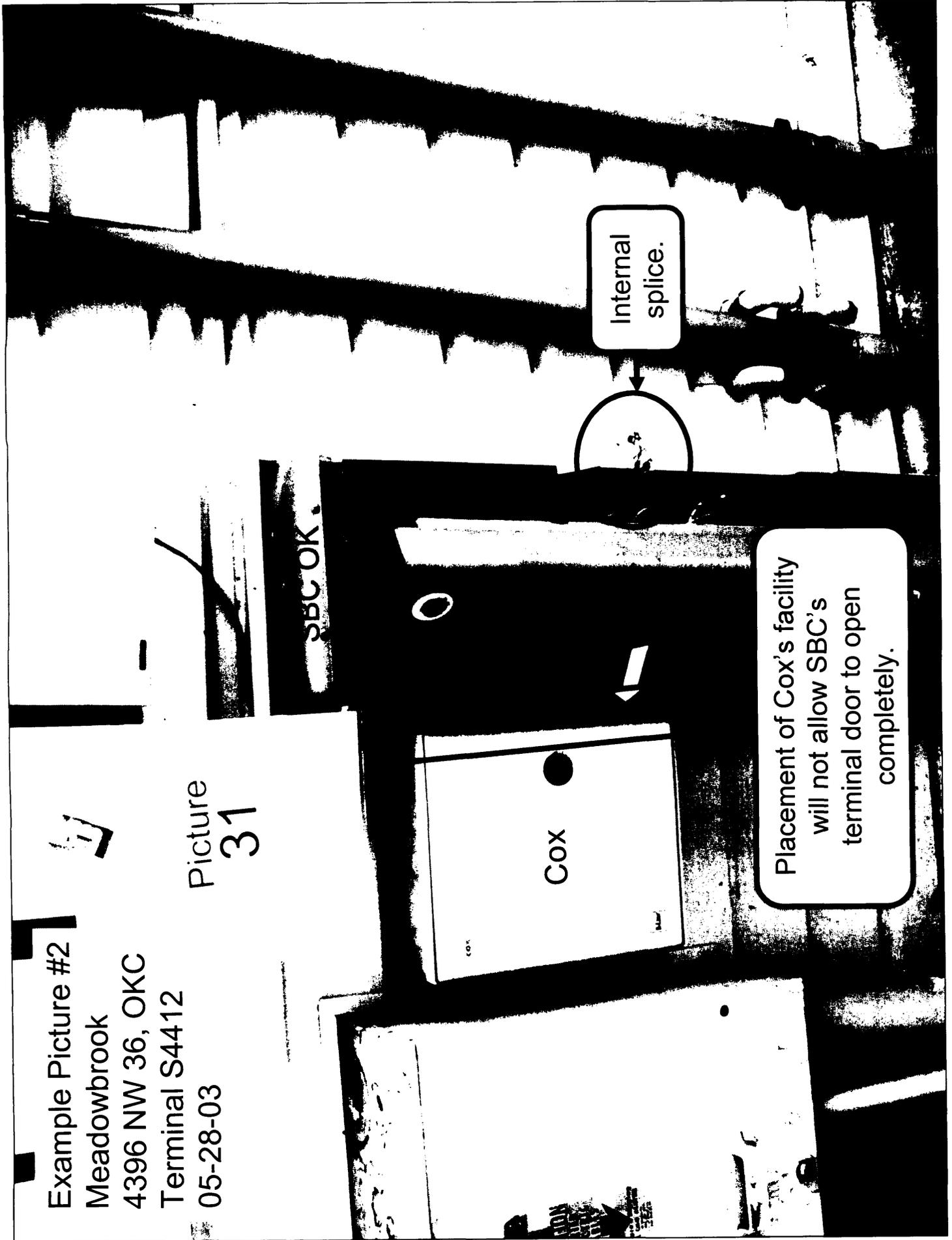
Picture
31

SBC OK.

Cox

Internal
splice.

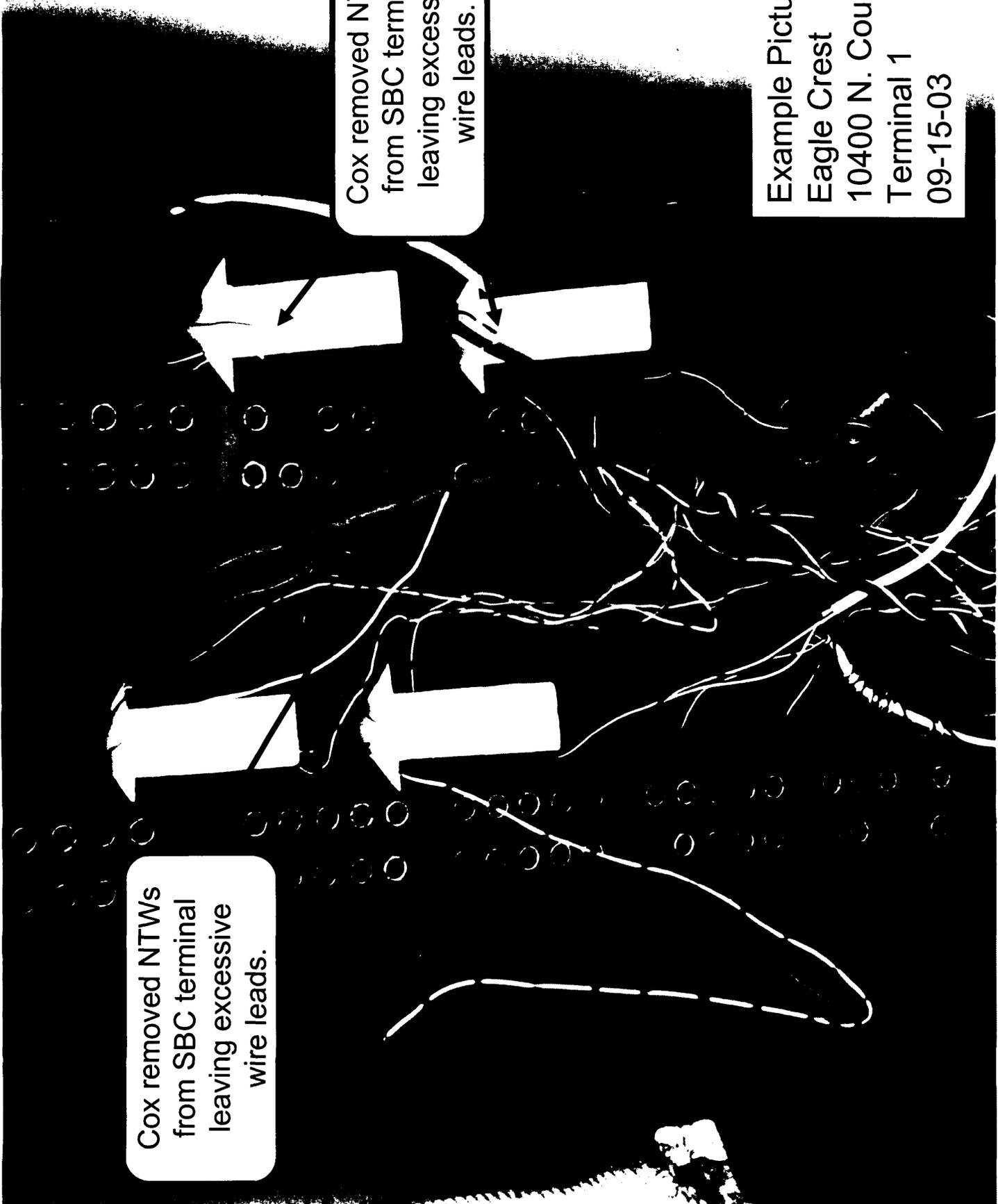
Placement of Cox's facility
will not allow SBC's
terminal door to open
completely.

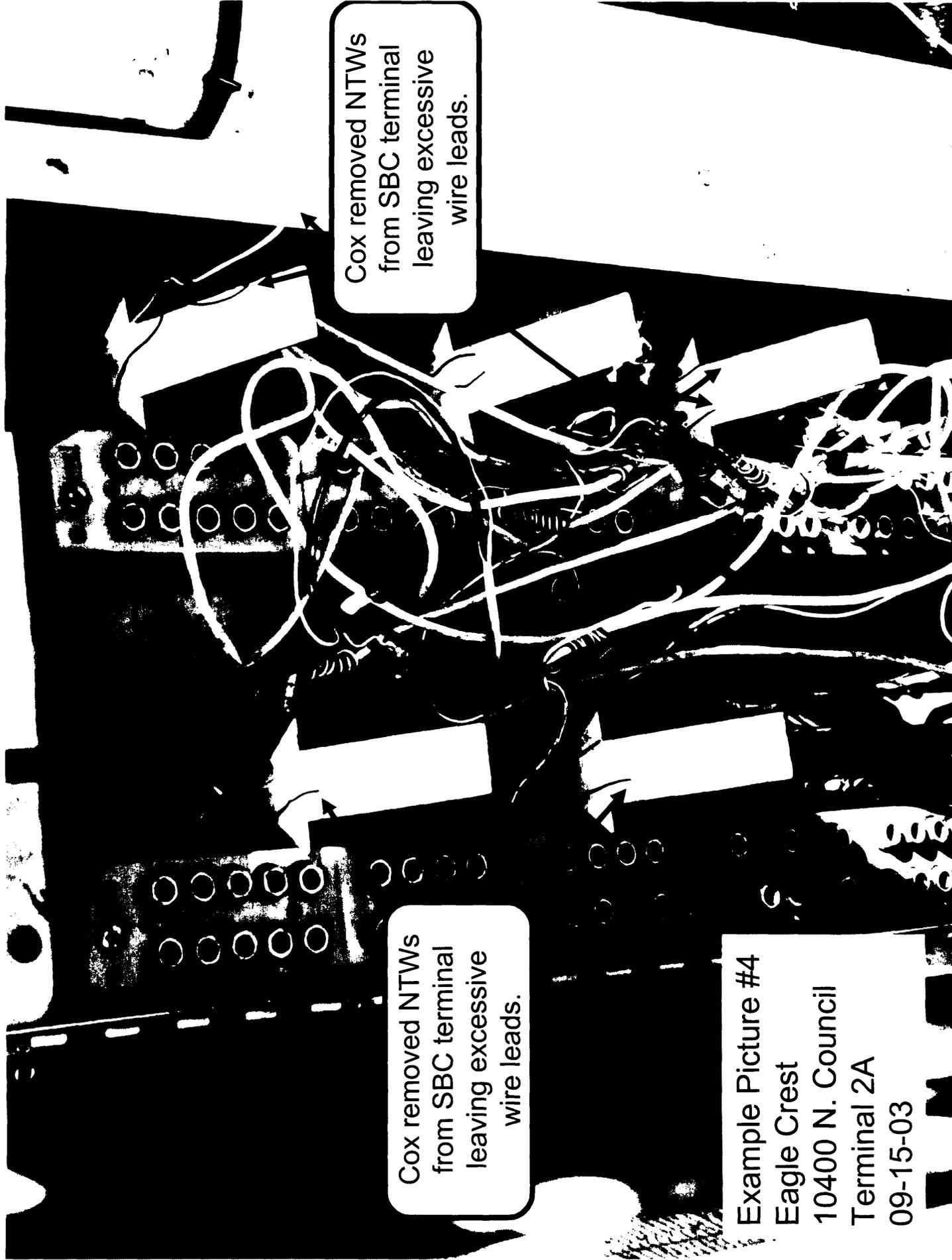


Cox removed NTWs
from SBC terminal
leaving excessive
wire leads.

Cox removed NTWs
from SBC terminal
leaving excessive
wire leads.

Example Picture #3
Eagle Crest
10400 N. Council
Terminal 1
09-15-03





Cox removed NTWs
from SBC terminal
leaving excessive
wire leads.

Cox removed NTWs
from SBC terminal
leaving excessive
wire leads.

Example Picture #4
Eagle Crest
10400 N. Council
Terminal 2A
09-15-03

Example Picture #5
Pheasant Run
6100 N. Meridian, OKC
Terminal 6114B
05-21-03



Example Picture #6

Pheasant Run

6100 N. Meridian, OKC

Terminal 6118B

05-21-03

Picture

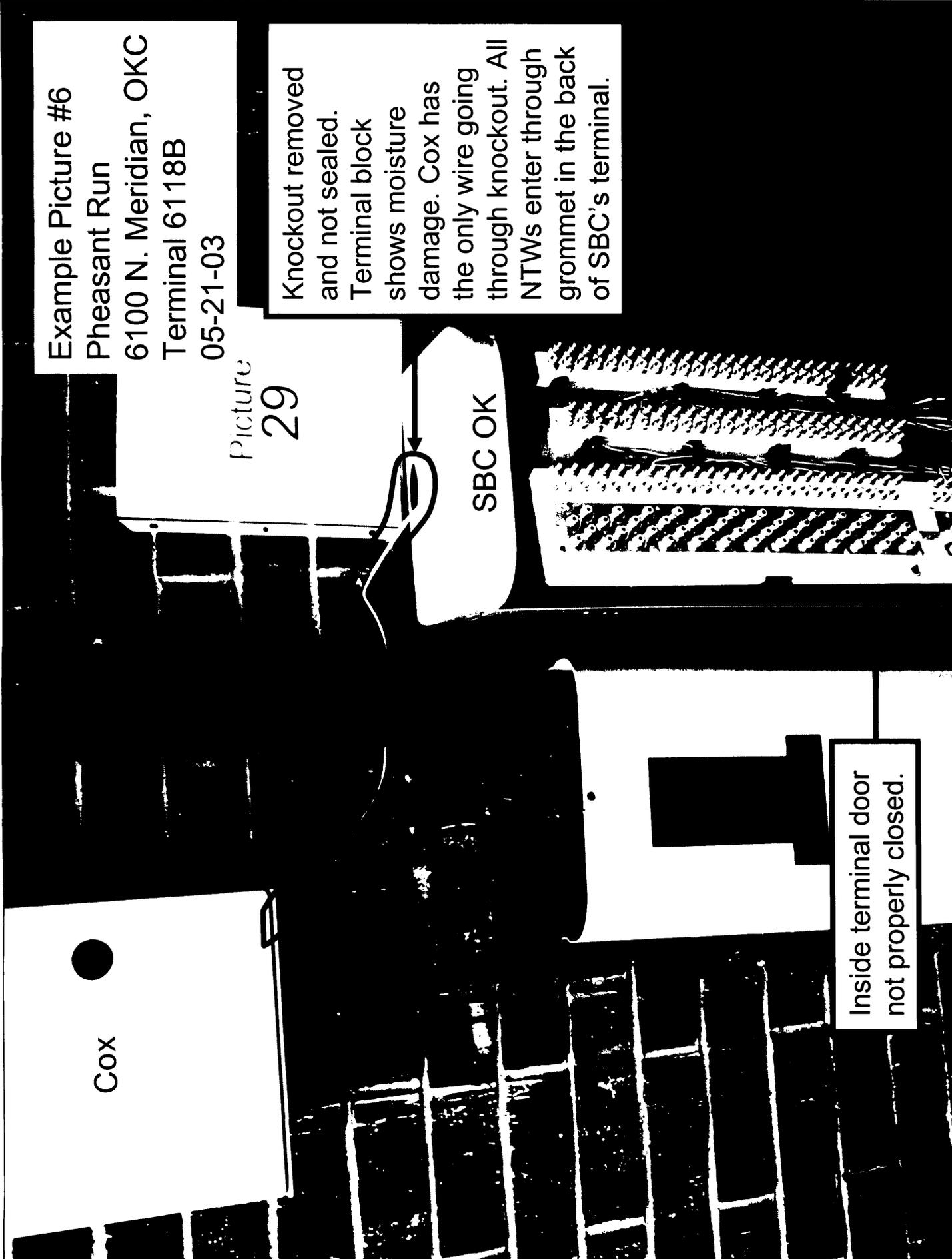
29

Knockout removed and not sealed. Terminal block shows moisture damage. Cox has the only wire going through knockout. All NTWs enter through grommet in the back of SBC's terminal.

SBC OK

Cox

Inside terminal door not properly closed.



Example Picture #7
Raindance
2201 NW 122, OKC
Terminal 27 East
07-10-03

Cox

SBC OK

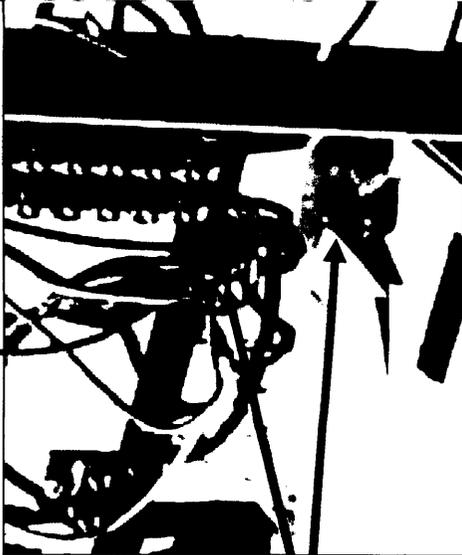
Cox's 4 pair wire.

Cox's splice box.

Cox removed 4 NTWs
from SBC terminal.

Excessive wire ends.

Plug material has been removed.



Example Picture #8

Pheasant Run

6100 N. Meridian, OKC

Terminal 6106A

05-20-03

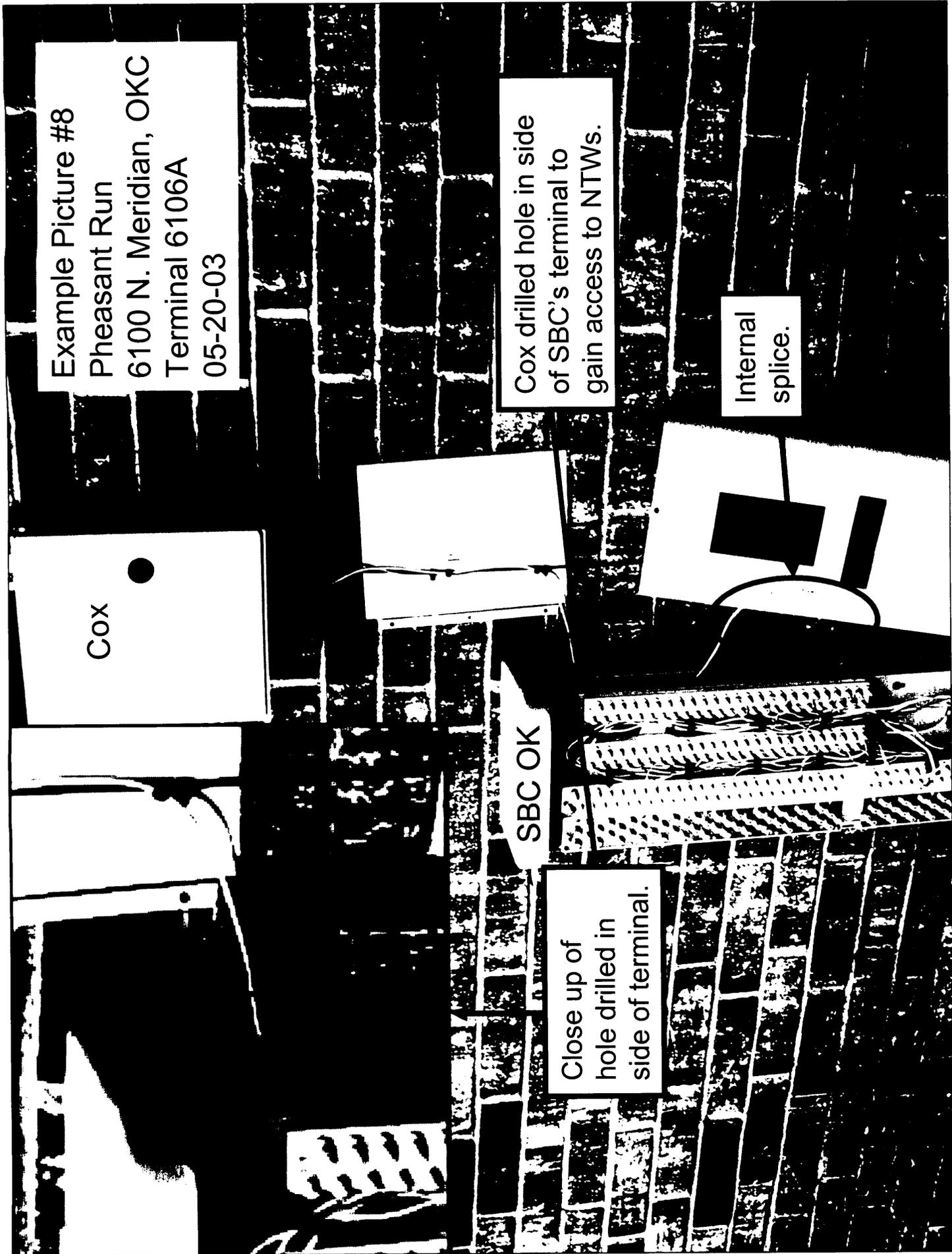
Cox

Cox drilled hole in side of SBC's terminal to gain access to NTWs.

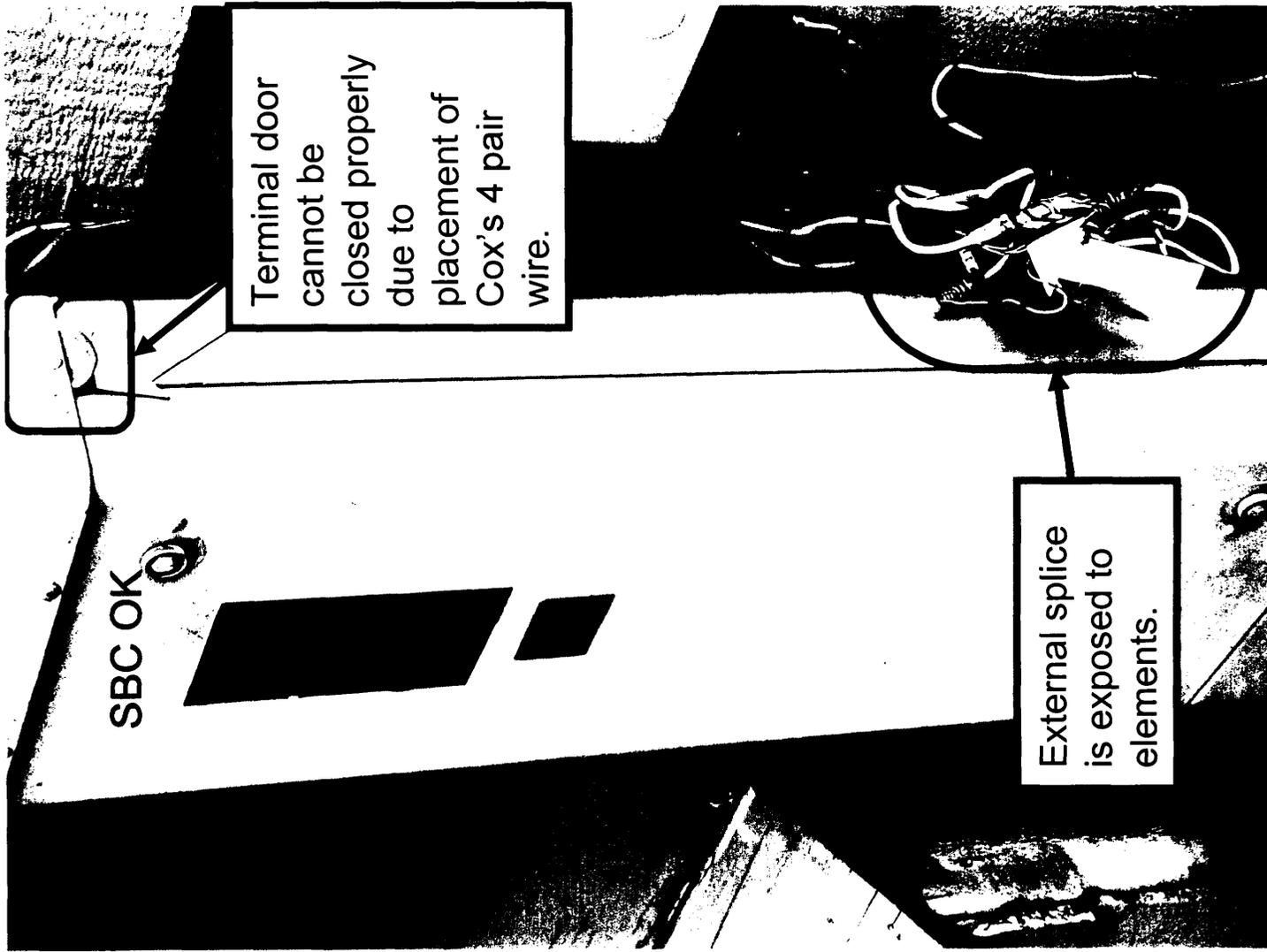
Internal splice.

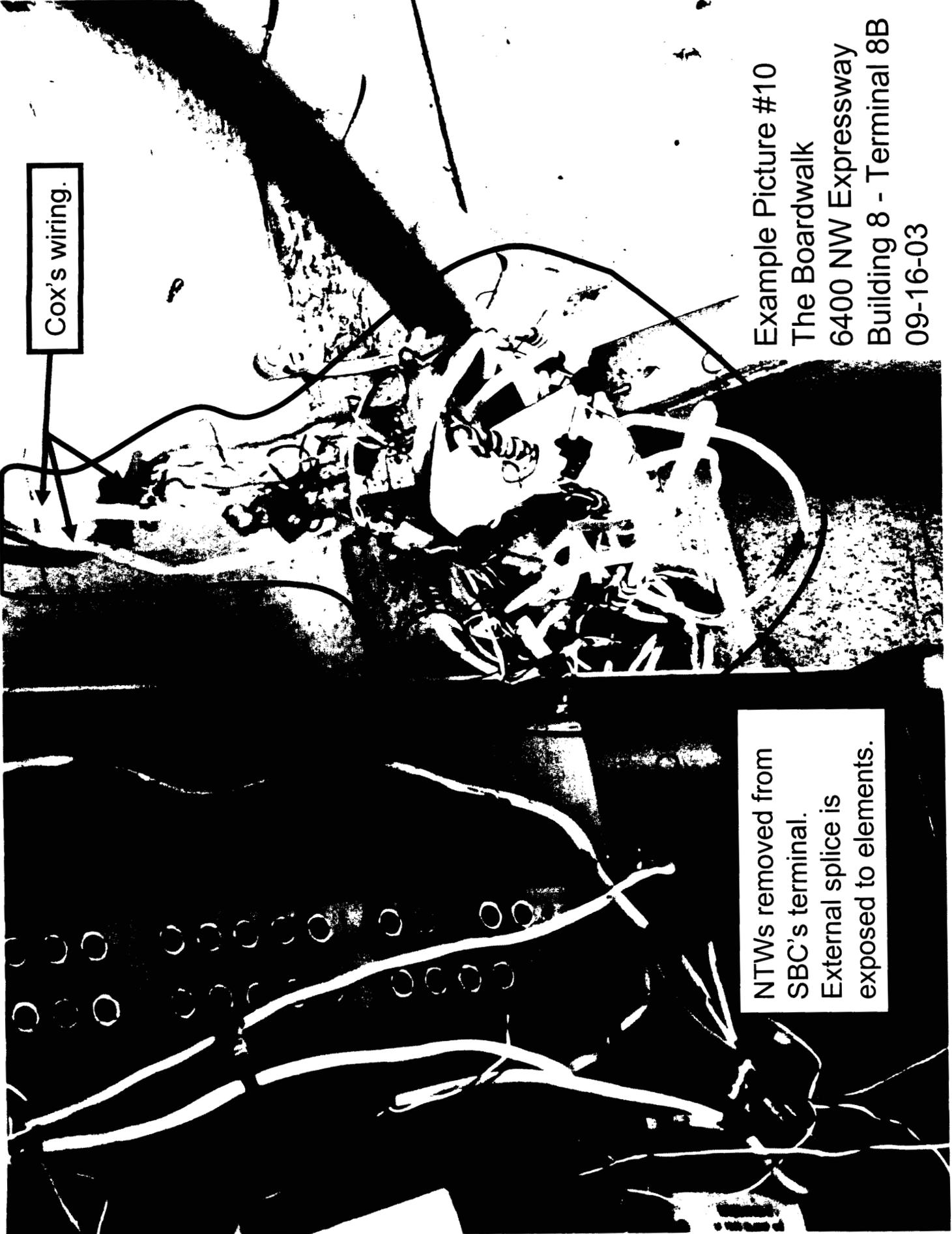
SBC OK

Close up of hole drilled in side of terminal.



Example Picture #9
The Boardwalk
6400 NW Expressway
Terminal 9A
09-16-03



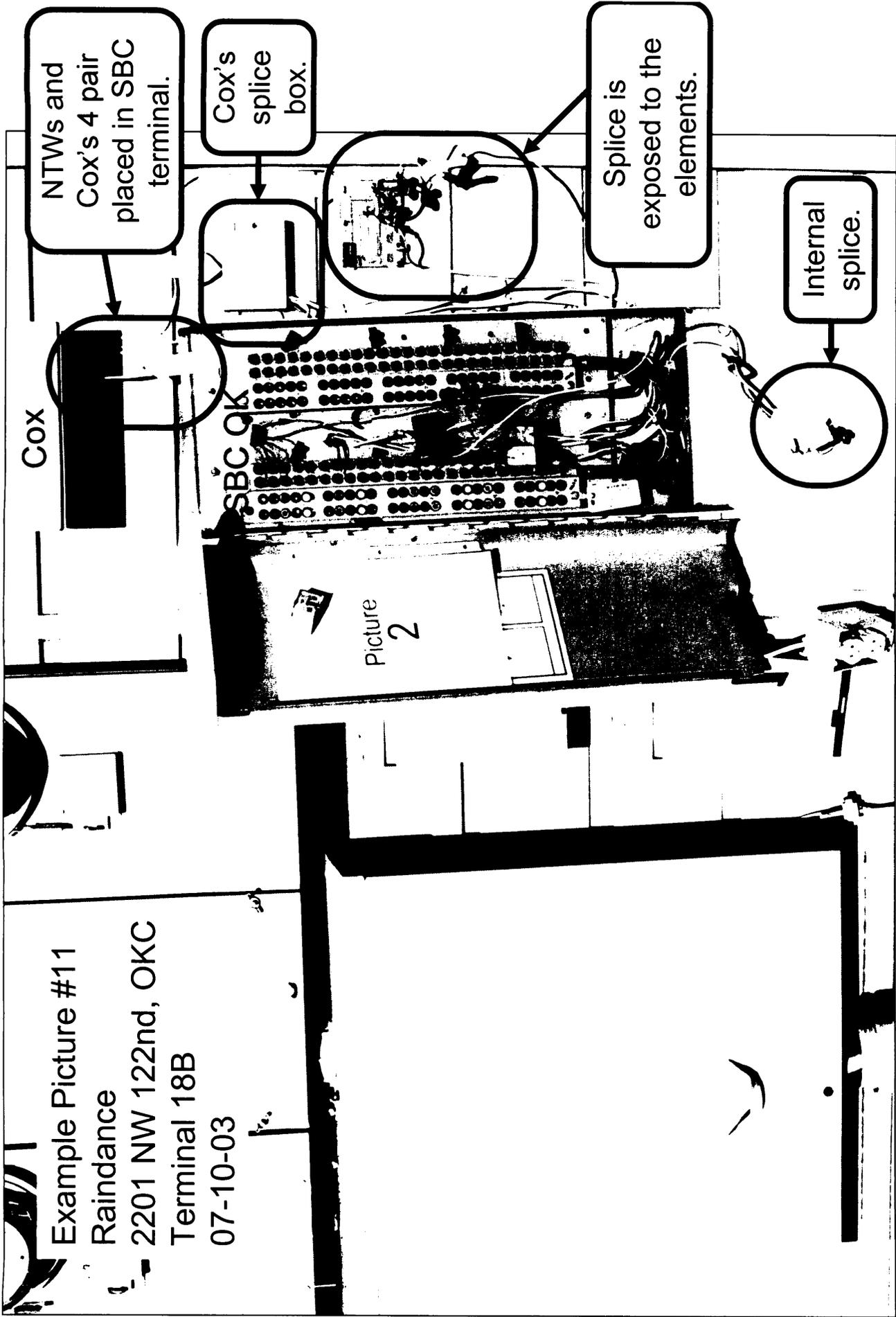


Cox's wiring.

NTWs removed from
SBC's terminal.
External splice is
exposed to elements.

Example Picture #10
The Boardwalk
6400 NW Expressway
Building 8 - Terminal 8B
09-16-03

Example Picture #11
Raindance
2201 NW 122nd, OKC
Terminal 18B
07-10-03



Example Picture #12
Pheasant Run
6100 N. Meridian, OKC
Terminal 6106B
05-20-03

- Cox

SBC OK

Terminal door cannot be closed properly due to placement of Cox's 4 pair wire.



Example Picture #13

Pheasant Run

6100 N. Meridian, OKC

Terminal 6112B

05-21-03

Cox

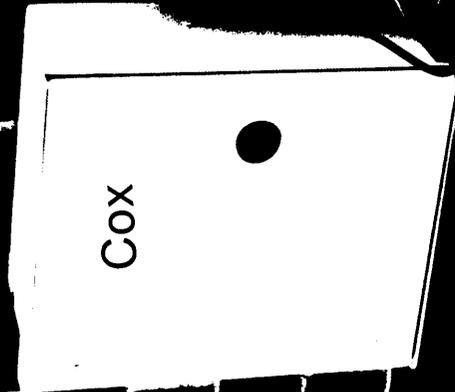
SBC OK

24

Terminal door cannot be closed properly due to placement of Cox's 4 pair wire.

Example Picture #14
Woodscape I
4401 NW 39th, OKC
Terminal 4401-3
05-22-03

Cox removed 4 NTWs
from SBC terminal.



Close up of grommet
pulled from terminal when
Cox removed NTWs.

Cox

Example Picture #15
Forest Pointe
11525 N. Meridian, OKC
Terminal P
07-28-03

Cox removed NTWs
from SBC terminal
leaving excessive
wire leads.

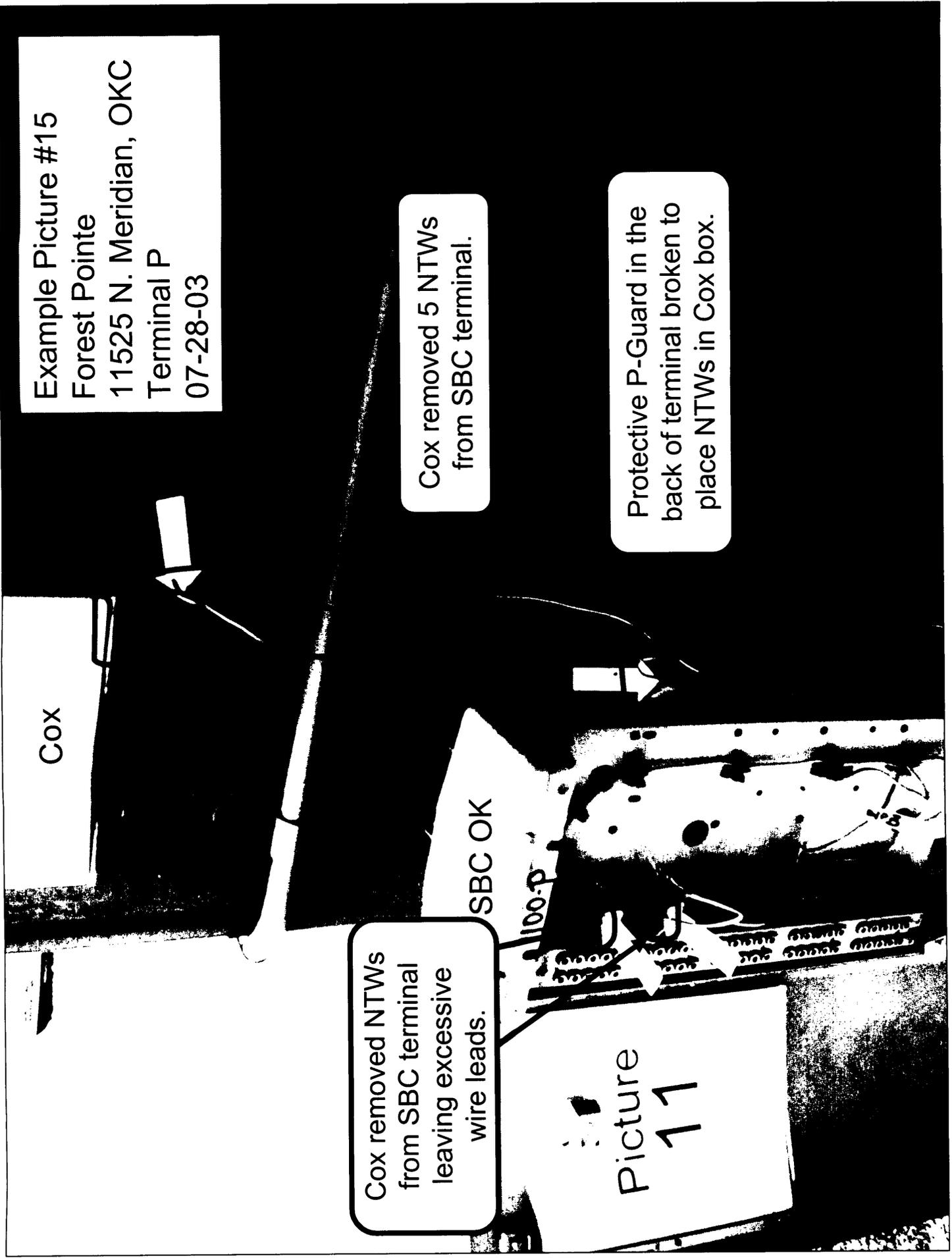
SBC OK

1100-P

Picture
11

Cox removed 5 NTWs
from SBC terminal.

Protective P-Guard in the
back of terminal broken to
place NTWs in Cox box.



Wasps entered SBC terminal through hole left by Cox and/or through terminal door not being closed properly. Wasp nest was found inside of terminal.

SBC OK

Cox



Knockout removed and not sealed. Cox has the only wires going through knockout.

Internal splice.



Example Picture #16
Market at Paseo
600 NW 29th, OKC
Terminal 1
07-15-03

Example Picture #17

The Gables

12901 N. MacArthur, OKC

Terminal 9

06-03-03

Cox

Internal
splice.

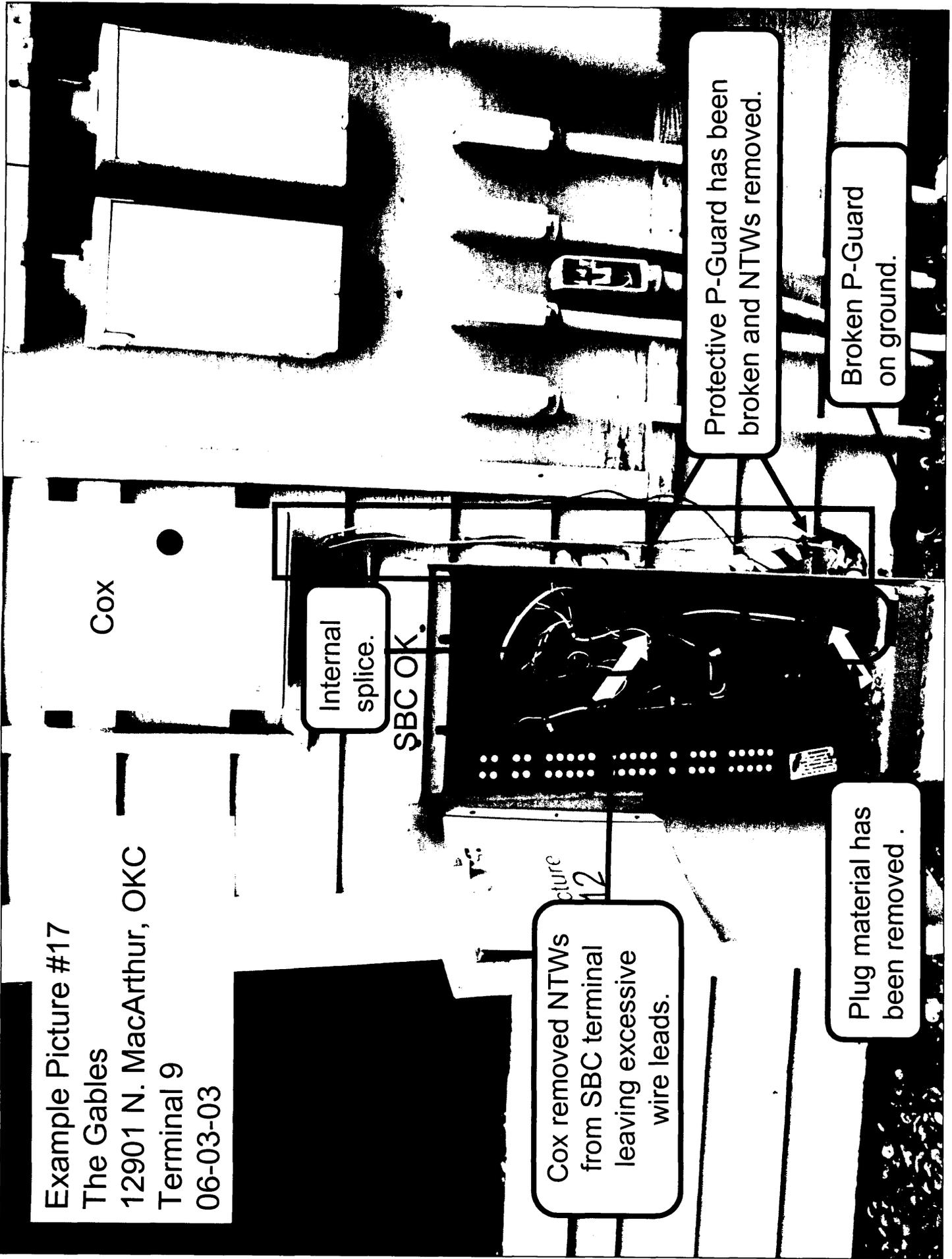
SBC OK.

Cox removed NTWS
from SBC terminal
leaving excessive
wire leads.

Protective P-Guard has been
broken and NTWS removed.

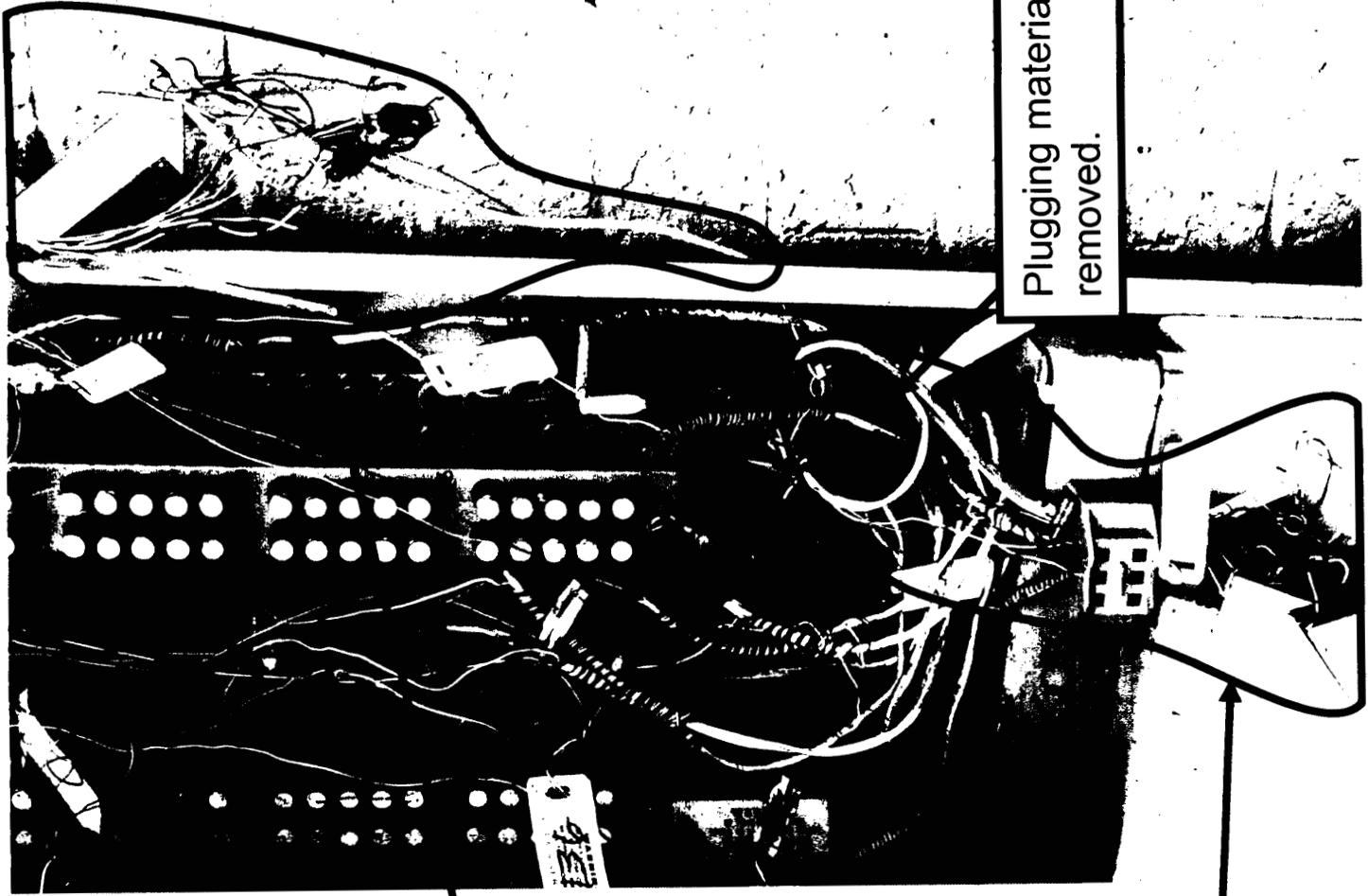
Broken P-Guard
on ground.

Plug material has
been removed .



Example Picture #18
Almonte
5901 S. May, OKC
Terminal 11, Building 10
09-18-03

Cox's exposed splice outside
SBC terminal. Cox 4 pair wire
spliced to NTW.



Plugging material
removed.

Bottom arrow shows Cox's 4
pair wires spliced to network
terminating wires (NTWs).