

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of : DOCKET NO. 980119-TP

Complaint of Supra Telecommuni-:
cations & Information Systems, :
Inc. against BellSouth :
Telecommunications, Inc. for :
violation of the Telecommuni- :
cations Act of 1966; Petition :
for resolution of disputes as :
to implementation and inter- :
pretation of interconnection, :
resale and collocation :
agreements; and petition for :
emergency relief. :



VOLUME 2

Pages 173 through 356

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER J. TERRY DEASON
COMMISSIONER JOE GARCIA
COMMISSIONER E. LEON JACOBS, JR.

DATE: Thursday, April 30, 1998

TIME: Commenced at 9:30 a.m.
Concluded at 6:40 p.m.

PLACE: Betty Easley Conference Center
Room 152
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR
Chief, Bureau of Reporting

APPEARANCES:

(As heretofore noted.)

FLORIDA PUBLIC SERVICE COMMISSION

DOCUMENT NUMBER - DATE
05117 MAY -78

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(Transcript follows in sequence from
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- - - - -

BRADFORD HAMILTON

was called as a witness on behalf of Supra
Telecommunication & Information Systems, Inc. and,
having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q Mr. Hamilton, are you the Bradford Hamilton
who prefiled direct testimony in this proceeding of 12
pages?

A Yes, I am.

Q And prefiled Amended Direct Testimony of 24
pages?

A Yes, I am.

Q Did you prefile Exhibits BH-1 through BH-14?

A Yes, I did.

Q Did you prepare these exhibits or were they
prepared under your supervision?

A I prepared -- both cases. Some of them were
prepared for me and I prepared some of them.

Q So it's yes?

A Yes.

1 **MS. SUMMERLIN:** I ask that Mr. Hamilton's
2 prefiled direct testimony be inserted into the record
3 as though read.

4 **COMMISSIONER DEASON:** Without objection, it
5 shall be so inserted.

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1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 980119-TP

3 DIRECT TESTIMONY OF BRADFORD HAMILTON

4 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

5 March 25, 1998

6

7 Q. PLEASE STATE YOUR NAME AND ADDRESS.

8 A. My name is Bradford Hamilton. My business address is
9 2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

10

11 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

12 A. I am employed by Supra Telecommunications & Information
13 Systems, Inc., ("Supra") as Customer Service Manager.

14

15 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
16 EXPERIENCE.17 A. I received a Bachelor's Degree from Nova Southeastern in
18 Psychology 1992. I am two courses shy of my Master's
19 Degree in Alternative Dispute Resolution from Nova
20 Southeastern.21 I worked for Northwestern Bell Telephone Company from
22 May 12, 1978, until the divestiture of AT&T on January 1,
23 1984. At that point, I worked in the long distance
24 division, and my division was transferred to AT&T Long
25 Lines where I worked until May 1997. In October 1997, I
26 was employed by Supra Telecommunications & Information
27 Systems, Inc. I have over 19 years experience working in

1 the Bell System and/or AT&T.

2
3 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

4 A. My present responsibilities include management of the
5 Customer Service Department at Supra. My department
6 handles all customer service activities, including the
7 processing of orders for service and customer inquiries.

8
9 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

10 A. The purpose of my testimony is to address Issues 4d, 4e,
11 5, and 10 identified in this proceeding.

12
13 ISSUE NO. 4: HAS BELLSOUTH FAILED TO PROPERLY IMPLEMENT
14 THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,
15 COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT
16 SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY
17 WITH THAT WHICH BELLSOUTH PROVIDES:

18 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS
19 (OSS) AND OSS INTERFACES (ORDERING AND
20 PROVISIONING, INSTALLATION, MAINTENANCE AND
21 REPAIR);

22 f. TIMELINESS OF INSTALLATION, REPAIR, AND
23 MAINTENANCE.

24 A. In regard to Issues 4d and 4e, a most serious problem
25 Supra has with BellSouth is that when a Supra customer
26 dials 611 for repair, he is connected to BellSouth's Repair

1 Office. This is not how Supra understood the repair
2 process was to work under the resale agreement. The first
3 point of call for Supra customers with repair problems is
4 supposed to be Supra. Supra is to receive the call from
5 the customer and then call BellSouth to arrange to have the
6 problem fixed. However, customers get BellSouth's Repair
7 Office and BellSouth's customer service representatives
8 have the opportunity to win back the account. Customers
9 with service in need of repair are very vulnerable to
10 communications from BellSouth's Repair Office that imply
11 there may be problems in fixing their service "because it
12 is a reseller account."

13 Even when Supra is given the opportunity to handle
14 Supra's customers' repair problems, BellSouth has not
15 provided repair service on parity with that it provides to
16 its own customers.

17 An actual example of a repair problem with a Supra
18 customer, a Mr. X, will illustrate the types of problems
19 Supra has experienced in this area. A letter from this
20 customer is attached as exhibit BH-1. On December 15,
21 1997, Mr. X's home telephone went dead after a
22 thunderstorm. The situation was reported to the BellSouth
23 Repair Office at 12:00 Noon by Supra's Customer Service
24 Department. BellSouth's Repair Office identified the
25 problem as a phone off hook and told Supra to inform the
26 customer to unplug all phones in the house, wait 15

1 minutes, and plug all phones back in. Supra informed the
2 customer as directed, including telling the customer that
3 cordless telephones often cause this, so he should leave
4 the cordless telephone disconnected. This did not fix the
5 problem.

6 On December 16, 1997, Mr. X again contacted Supra and
7 Supra personnel reviewed the steps BellSouth had given the
8 customer. Unable to resolve the issue in this fashion,
9 Supra again filed a complaint with BellSouth's Repair
10 Office at 11:35 A.M. Supra informed the Repair Office that
11 this was not an equipment problem and requested that
12 BellSouth run a test report. A technician was scheduled to
13 go to Mr. X's house, test the circuits and effect repair
14 before 6:00 P.M. the same day.

15 The following morning on December 17, 1997, Mr. X
16 called Supra angry because, while he had waited at home for
17 the technician to arrive, the technician never came. Supra
18 immediately filed another report with BellSouth's Repair
19 Office at 10:00 A.M. The Repair Office stated the
20 technician had not been able to make it to the customer's
21 premises. However, the Repair Office had not notified
22 Supra or the customer of this. Another technician was
23 scheduled to visit the customer before 3:00 P.M. on
24 December 17, 1997, if the customer was going to be home.
25 Supra contacted Mr. X, but due to the time he had already
26 taken off from work on this issue, Mr. X was unable to meet

1 the technician that day and made a new appointment for the
2 following day at 11:00 A.M. BellSouth's Repair Office was
3 contacted and agreed to have a technician visit the
4 customer at 11:00 A.M.

5 On December 18, 1997, the customer called, very upset,
6 to inform Supra that the BellSouth technician never arrived
7 as agreed. Supra placed the fourth call on this issue to
8 BellSouth's Repair Office at 12:30 P.M. BellSouth informed
9 Supra that this time the technician did go to the
10 customer's premises to effect repair, and no problems were
11 found. Supra asked to speak with the technician that had
12 performed the testing. The technician called Supra and
13 told us that he was asked to not go into the customer's
14 premises by his supervisor because the account belonged to
15 a reseller company. He tested the line outside the
16 customer's premises and discovered that it was OK up to the
17 terminal. Because of the supervisor's ^{instructions} request, the
18 technician did not speak with the customer, inform the
19 customer of testing the line, allow the customer to insist
20 the technician execute the inside wire plan maintenance, or
21 let the customer know that he could return to work.

22 Supra then called BellSouth's Repair Office for the
23 fifth time and informed them that the customer had an
24 inside wire plan and that Supra is allowed to resell the
25 inside wire maintenance plan. BellSouth claimed to be
26 unaware that Supra could resell this service, although the

1 customer records clearly indicate that the customer has
2 continued to pay for this service since transferring to
3 Supra. Due to the problems with making contact, BellSouth
4 requested that the customer leave a key with his neighbor
5 and BellSouth would send a technician the next day.
6 Surprisingly, Mr. X agreed to this condition.

7 On December 19, 1997, Mr. X again called Supra to
8 inform us that the BellSouth technician did not arrive as
9 scheduled. Supra called BellSouth's Repair Office, making
10 a sixth complaint on this line. Numerous telephone calls
11 were exchanged between personnel at various levels in Supra
12 and BellSouth, and an appointment was made for the
13 following morning, Saturday, December 20, 1997.

14 At 2:00 P.M. on December 20, 1997, Supra was able to
15 verify Mr. X's line and found it to be repaired and in
16 working order.

17 There is no doubt that had Mr. X been a BellSouth
18 customer, this particular chain of events would never have
19 happened. Mr. X's service would have been restored on the
20 first visit, which would have occurred much sooner than it
21 did. The repair supervisor would never have advised the
22 technician not to enter the customer's premises, the
23 technician would have spoken to the customer, allowing Mr.
24 X to inform him of the inside wire maintenance plan and
25 insist on the technician solving the problem right then.
26 There would not likely have been so many missed

1 appointments, as the BellSouth Repair Office would have had
2 to face the wrath of Mr. X directly.

3 Supra retained this customer. Under similar
4 circumstances, we have lost many more. The customers Supra
5 has lost due to BellSouth's failure to execute timely and
6 effective repairs remain upset at Supra. We have lost many
7 accounts due to repair problems. These customers do not
8 realize that it is the same company that could not fix
9 problems when the customers were Supra customers that could
10 fix them promptly when they were again BellSouth customers.
11 Given the chronology of this case, one can certainly see
12 the attraction in going back to BellSouth when the customer
13 is told that there are problems because "it's a reseller
14 account."

15 It is inappropriate for BellSouth to offer to switch a
16 customer back in order to more quickly effect repairs. It
17 is inappropriate for BellSouth to receive 611 calls for
18 Supra customers and treat them as sales leads by attempting
19 to convert the customer back to BellSouth.

20
21 **ISSUE NO. 5: HAS BELLSOUTH PROVIDED ADEQUATE WRITTEN**
22 **RULES, REGULATIONS, CODES, INSTRUCTIONS, DESCRIPTIONS OF**
23 **PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE,**
24 **AND ACTUAL SUPPORT SERVICE, OR MADE ANY MODIFICATIONS OF**
25 **PROCEDURES, IF NECESSARY, IN TIMELY FASHION, TO PERMIT**
26 **SUPRA TO UNDERSTAND AND UTILIZE EFFECTIVELY BELLSOUTH'S**

1 PROCEDURES FOR BILLING, ORDERING, PROVISIONING,
2 INSTALLATION, REPAIR, ETC., THAT ARE ESSENTIAL TO SUPRA'S
3 ABILITY TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH
4 BELLSOUTH?

5
6 A. I attended a Local Exchange Navigation System (LENS)
7 training class put on by BellSouth for ALECs. Because I
8 have worked for many years in the telecommunications
9 industry and specifically within the Bell System, I had
10 questions I wanted answered that were based on my knowledge
11 of provisioning local telephone service. These questions
12 were:

13 1) How do I find the customer's previous "customer
14 code"?

15 With the previous customer code, we are able to view
16 the customer's service record. The previous records are
17 essential for us to verify customers' billing addresses,
18 service features, installation dates, etc. The trainers,
19 Mr. and Mrs. Story, did not answer my questions. They were
20 just stone-faced. I could tell they knew the answer, but
21 would not or could not answer it.

22 2) Why is it not possible for Supra to order new
23 installation requests, which include jack installation
24 requests, in LENS?

25 The instructors said LENS does allow you to order
26 service with "jack request" however, whenever I place an
27 order, I get an error message: "refnum 0001 JK-POS

1 REQUIRED", i.e., jack position required. After several
2 attempts by the instructor, who received the same message,
3 I was told to just place those orders on "paper." The
4 instructors did not know how to place the order in LENS.

5 3) My third question was about how to change the
6 number of rings the calling party receives prior to the
7 call going into the "Call Forwarding" mode. The instructor
8 said "I'm not supposed to tell you, but since I know the
9 answer, I'll give it to you."

10 It was apparent to me that the instructors were
11 uncomfortable with me in the class. I was an experienced
12 telephone worker and I knew the right questions to ask.
13 Their reluctance appeared to come from the fact that the
14 purpose of the training classes is not to help the
15 resellers become successful, but rather that the class is
16 another avenue for BellSouth to sell something and to have
17 something to show the Florida Public Service Commission and
18 the FCC that BellSouth is helping to develop competition in
19 the local telephone service market.

20
21 **ISSUE NO. 10: HAS BELLSOUTH RESPONDED APPROPRIATELY TO**
22 **CONSUMER QUERIES REGARDING SUPRA?**

23 A. As Customer Service Manager at Supra, I am aware of
24 over 30 calls from Supra customers who were coached into
25 calling our business office and asking us "Who will repair
26 my phone if it goes out of order?" See exhibit BH-2

1 attached hereto. This question is part of BellSouth's
2 tactic to install doubt in the customer's mind about the
3 quality of Supra's and other ALECs' networks.

4 The tactic of questioning the repair abilities of the
5 ALEC is part of a program called "Call Them On It," a
6 coordinated effort of brochures and television spots
7 designed to prevent customers from changing from the RBOCs
8 to an ALEC. Composite exhibit BH-3 attached hereto
9 includes one of these brochures and some of the television
10 spots. The brochure asserts that long distance companies
11 will be "harassing you with an avalanche of confusing
12 offers" and that competition in the local market means
13 "more annoying phone calls and more confusing offers."
14 Furthermore, there is an Internet web site sponsored by the
15 United States Telephone Association of which BellSouth is a
16 member, *www.callthemonit.com*. See exhibit BH-4 attached
17 hereto. The web site is full of propaganda designed to
18 discourage consumers from selecting an ALEC for their local
19 telephone service.

20 Exhibit BH-5 attached hereto contains two customer
21 letters reflecting problems Supra has had with BellSouth
22 not timely provisioning service to Supra's customers.

23 Supra recently received a complaint from a customer
24 who called to say that he had had a problem with a
25 BellSouth repairman. This customer called to report a
26 problem with his bedroom telephone jack on March 18, 1998.

1 Supra reported the problem to the BellSouth repair office
2 quickly and we verified that the customer has the Inside
3 Wire Maintenance Plan. With this plan, the customer does
4 not have to pay for inside jack repairs. When the
5 BellSouth repairman arrived at the customer's residence,
6 the repairman told the customer that he would have to
7 charge to repair the jack because the customer "was no
8 longer our [BellSouth's] customer." The customer turned
9 the repairman away and called Supra to find out what the
10 problem was. I called the BellSouth repair office and they
11 confirmed that the customer was not to be charged for
12 inside wire jack repairs. Furthermore, BellSouth confirmed
13 that the repairman was not to make any such statements.
14 BellSouth sent another repairman out to fix the problem on
15 March 19, 1998. However, because of the problems getting
16 the jack fixed, the customer now wants to transfer his
17 service back to BellSouth.

18 Exhibit BH-6 contains a list of customers who were
19 told by BellSouth that BellSouth had never heard of Supra.
20 Exhibit BH-7 contains a list of customers who were told by
21 BellSouth employees to report Supra to the Florida Public
22 Service Commission. Exhibit BH-8 contains a list of
23 customers who were told by BellSouth that Supra is
24 "unreliable." Exhibit BH-9 contains a list of customers
25 who were told they would lose their yellow pages
26 advertising if they stayed with Supra. Exhibit BH-10

1 contains a list of customers who were told by BellSouth
2 employees that they did not have to pay Supra's bill if
3 they disputed it. These exhibits do not contain the total
4 numbers of customers who reported to Supra that such
5 statements had been made to them by BellSouth, but they are
6 an effort to reflect at least some of the customers who
7 have made these statements to Supra.

8
9 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

10 A. Yes.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP
AMENDED DIRECT TESTIMONY OF BRADFORD HAMILTON
SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

April 9, 1998

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Bradford Hamilton. My business address is
2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Supra Telecommunications & Information
Systems, Inc., ("Supra") as Customer Service Manager.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
EXPERIENCE.

A. I received a Bachelor's Degree from Nova Southeastern in
Psychology 1992. I am two courses shy of my Master's
Degree in Alternative Dispute Resolution from Nova
Southeastern.

I worked for Northwestern Bell Telephone Company from
May 12, 1978, until the divestiture of AT&T on January 1,
1984. At that point, I worked in the long distance
division, and my division was transferred to AT&T Long
Lines where I worked until May 1997. In October 1997, I
was employed by Supra Telecommunications & Information
Systems, Inc. I have over 19 years experience working in

1 the Bell System and/or AT&T.

2

3 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

4 A. My present responsibilities include management of the
5 Customer Service Department at Supra. My department
6 handles all customer service activities, including the
7 processing of orders for service and customer inquiries.

8

9 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

10 A. The purpose of my testimony is to address Issues 4d, 4e,
11 5, and 10 identified in this proceeding.

12

13 ISSUE NO. 4: HAS BELLSOUTH FAILED TO PROPERLY IMPLEMENT
14 THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,
15 COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT
16 SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY
17 WITH THAT WHICH BELLSOUTH PROVIDES:

18 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS
19 (OSS) AND OSS INTERFACES (ORDERING AND
20 PROVISIONING, INSTALLATION, MAINTENANCE AND
21 REPAIR);

22 f. TIMELINESS OF INSTALLATION, REPAIR, AND
23 MAINTENANCE.

24 A. In regard to Issues 4d and 4e, a most serious problem
25 Supra has with BellSouth is that when a Supra customer
26 dials 611 for repair, he is connected to BellSouth's Repair

1 Office. This is not how Supra understood the repair
2 process was to work under the resale agreement. The first
3 point of call for Supra customers with repair problems is
4 supposed to be Supra. Supra is to receive the call from
5 the customer and then call BellSouth to arrange to have the
6 problem fixed. However, customers get BellSouth's Repair
7 Office and BellSouth's customer service representatives
8 have the opportunity to win back the account. Customers
9 with service in need of repair are very vulnerable to
10 communications from BellSouth's Repair Office that imply
11 there may be problems in fixing their service "because it
12 is a reseller account."

13 Even when Supra is given the opportunity to handle
14 Supra's customers' repair problems, BellSouth has not
15 provided repair service on parity with that it provides to
16 its own customers.

17 An actual example of a repair problem with a Supra
18 customer, a Mr. X, will illustrate the types of problems
19 Supra has experienced in this area. A letter from this
20 customer is attached as exhibit BH-1. On December 15,
21 1997, Mr. X's home telephone went dead after a
22 thunderstorm. The situation was reported to the BellSouth
23 Repair Office at 12:00 Noon by Supra's Customer Service
24 Department. BellSouth's Repair Office identified the
25 problem as a phone off hook and told Supra to inform the
26 customer to unplug all phones in the house, wait 15

1 minutes, and plug all phones back in. Supra informed the
2 customer as directed, including telling the customer that
3 cordless telephones often cause this, so he should leave
4 the cordless telephone disconnected. This did not fix the
5 problem.

6 On December 16, 1997, Mr. X again contacted Supra and
7 Supra personnel reviewed the steps BellSouth had given the
8 customer. Unable to resolve the issue in this fashion,
9 Supra again filed a complaint with BellSouth's Repair
10 Office at 11:35 A.M. Supra informed the Repair Office that
11 this was not an equipment problem and requested that
12 BellSouth run a test report. A technician was scheduled to
13 go to Mr. X's house, test the circuits and effect repair
14 before 6:00 P.M. the same day.

15 The following morning on December 17, 1997, Mr. X
16 called Supra angry because, while he had waited at home for
17 the technician to arrive, the technician never came. Supra
18 immediately filed another report with BellSouth's Repair
19 Office at 10:00 A.M. The Repair Office stated the
20 technician had not been able to make it to the customer's
21 premises. However, the Repair Office had not notified
22 Supra or the customer of this. Another technician was
23 scheduled to visit the customer before 3:00 P.M. on
24 December 17, 1997, if the customer was going to be home.
25 Supra contacted Mr. X, but due to the time he had already
26 taken off from work on this issue, Mr. X was unable to meet

1 the technician that day and made a new appointment for the
2 following day at 11:00 A.M. BellSouth's Repair Office was
3 contacted and agreed to have a technician visit the
4 customer at 11:00 A.M.

5 On December 18, 1997, the customer called, very upset,
6 to inform Supra that the BellSouth technician never arrived
7 as agreed. Supra placed the fourth call on this issue to
8 BellSouth's Repair Office at 12:30 P.M. BellSouth informed
9 Supra that this time the technician did go to the
10 customer's premises to effect repair, and no problems were
11 found. Supra asked to speak with the technician that had
12 performed the testing. The technician called Supra and
13 told us that he was asked not to go into the customer's
14 premises by his supervisor because the account belonged to
15 a reseller company. He tested the line outside the
16 customer's premises and discovered that it was OK up to the
17 terminal. Because of the supervisor's instructions, the
18 technician did not speak with the customer, inform the
19 customer of testing the line, allow the customer to insist
20 the technician execute the inside wire plan maintenance, or
21 let the customer know that he could return to work.

22 Supra then called BellSouth's Repair Office for the
23 fifth time and informed them that the customer had an
24 inside wire plan and that Supra is allowed to resell the
25 inside wire maintenance plan. BellSouth claimed to be
26 unaware that Supra could resell this service, although the

1 customer records clearly indicate that the customer has
2 continued to pay for this service since transferring to
3 Supra. Due to the problems with making contact, BellSouth
4 requested that the customer leave a key with his neighbor
5 and BellSouth would send a technician the next day.
6 Surprisingly, Mr. X agreed to this condition.

7 On December 19, 1997, Mr. X again called Supra to
8 inform us that the BellSouth technician did not arrive as
9 scheduled. Supra called BellSouth's Repair Office, making
10 a sixth complaint on this line. Numerous telephone calls
11 were exchanged between personnel at various levels in Supra
12 and BellSouth, and an appointment was made for the
13 following morning, Saturday, December 20, 1997.

14 At 2:00 P.M. on December 20, 1997, Supra was able to
15 verify Mr. X's line and found it to be repaired and in
16 working order.

17 There is no doubt that had Mr. X been a BellSouth
18 customer, this particular chain of events would never have
19 happened. Mr. X's service would have been restored on the
20 first visit, which would have occurred much sooner than it
21 did. The repair supervisor would never have advised the
22 technician not to enter the customer's premises, the
23 technician would have spoken to the customer, allowing Mr.
24 X to inform him of the inside wire maintenance plan and
25 insist on the technician solving the problem right then.
26 There would not likely have been so many missed

1 appointments, as the BellSouth Repair Office would have had
2 to face the wrath of Mr. X directly.

3 Supra retained this customer. Under similar
4 circumstances, we have lost many more.

5
6 Q. DO YOU HAVE OTHER EXAMPLES OF PROBLEMS SUPRA HAS
7 EXPERIENCED AS A RESULT OF SUPRA HAVING INADEQUATE
8 ELECTRONIC ACCESS TO BELL SOUTH'S OPERATIONAL SUPPORT
9 SYSTEMS AND/OR BELL SOUTH'S UNTIMELY INSTALLATION,
10 MAINTENANCE AND REPAIR?

11 A. Yes. I have a series of incidents that have occurred
12 just since the beginning of March 1998 that are typical of
13 the problems Supra has experienced with BellSouth from the
14 beginning.

15 The first incident involved one of Supra's large
16 accounts. See exhibit BH-11 which is a series of faxes
17 back and forth between Supra and this large customer. On
18 March 9, 1998, I received a fax from our large customer
19 that questioned our billing them for three Miami numbers.
20 The customer stated that these three numbers did not belong
21 to the customer because they had been disconnected by
22 BellSouth in 1996. The customer stated that she had spoken
23 to their BellSouth representative who had explained that
24 when the customer had transferred their account to Supra,
25 Supra had reestablished those numbers on their account. I
26 told the customer that Supra could not have reestablished

1 numbers that had been disconnected for two years for the
2 obvious reason of the Miami number shortage. The same
3 three numbers would not have been available after such a
4 long period of time. I told the customer I would
5 investigate the situation to verify if these numbers had
6 been in service at the time of the customer's transfer to
7 Supra.

8 On March 11, 1998, I checked the BellSouth Customer
9 Service Records and all three lines were listed as active
10 accounts, billed to the customer's address. It was obvious
11 that BellSouth had not completed the customer's original
12 request to disconnect the three lines and rather than
13 accept responsibility for that error, had blamed Supra for
14 the mistake. Furthermore, it is absolutely impossible that
15 Supra could have reestablished these three particular phone
16 numbers unless these numbers had been on the customer's
17 bill as active lines when the customer's account was
18 switched to Supra. Supra would have had no other way to
19 know anything about these lines. It was not until the
20 customer received Supra's bill that the error was apparent
21 because BellSouth's bills are so complicated that errors
22 can be hidden for a long time without a customer becoming
23 aware of them. After my investigation, I urged the
24 customer to check with her BellSouth account representative
25 as to whether the three lines had been active at the time
26 of the customer's transfer to Supra. A few days later we

1 received a letter from the customer stating that they would
2 be transferring back to BellSouth because their account
3 representative had stated that Supra has made too many
4 "mistakes" on the customer's account. When BellSouth tried
5 to transfer the account, BellSouth completely disconnected
6 the customer's dial tone. The customer called me from her
7 cellular phone to report the trouble. I explained to her
8 that Supra had made no order activity on her account and
9 the problem she was having was because BellSouth had made
10 an error on the order to transfer her account to BellSouth.
11 When BellSouth transfers an account back to BellSouth,
12 BellSouth's employees generate an order to disconnect the
13 customer from the reseller and a new connect order to
14 BellSouth. The customer told me that she had spoken to
15 BellSouth before calling me and BellSouth told her that it
16 was Supra's fault that she had lost dial tone.
17 Furthermore, BellSouth repair told her that if she had
18 never switched in the first place, the loss of dial tone
19 would never have happened. After the customer's account
20 transferred back to BellSouth, we received a fax from the
21 customer on March 20, 1998, at 4:00 PM, asking us to
22 disconnect two of the numbers she questioned as active
23 lines. She had discovered that the lines were indeed live
24 and working at her address.

25 The second incident began on March 10, 1998. I placed
26 an order for new residential service for a new Supra

1 employee. See exhibit BH-12 attached hereto which is a
2 series of faxes and documents including LENS printouts and
3 a Local Service Request related to this incident. I
4 followed the correct ordering procedures. I verified the
5 employee's new address in LENS. I reserved two telephone
6 numbers in LENS because the new employee desired two lines.
7 I filled out the proper forms and faxed them to the
8 BellSouth Local Carrier Service Center (LCSC) on March 10,
9 1998. On March 12, 1998, I received a clarification
10 requesting the customer's long distance carrier choices(s).
11 I faxed the corrected forms. On March 13, 1998, after I
12 faxed the corrected forms, I received a clarification
13 stating that there was working service at the address.
14 Furthermore, the LCSC was asking if the service requested
15 was an additional line. I called the BellSouth
16 representative who processed our request and told him that
17 it was not an additional line, but new service and the
18 employee was moving into the apartment in one day. The
19 representative told me that since there was working service
20 in another name and since the service was non-published, he
21 could not process the Supra order. The representative told
22 me that his supervisor, Ms. Theresa Gentry, instructed him
23 that the only way our order could be processed was that the
24 owner of the telephone service in that apartment would have
25 to call the BellSouth business office and have the service
26 disconnected. I explained to the representative that the

1 owner had abandoned the service and that this is not the
2 way BellSouth handles such requests. The representative
3 said there was nothing more he could do because Ms. Gentry
4 had told him not to process the Supra order.

5 When BellSouth encounters such a situation, they
6 verify with the leasing office that the previous renter had
7 indeed moved out of the unit, then BellSouth disconnects
8 the abandoned service and installs the new tenant's
9 service. Because of Ms. Gentry's instructions, our
10 employee had to wait seven days to have his service
11 installed. This was quite distressing to him since he had
12 a two month old baby and was concerned that if a medical
13 emergency occurred, he would not be able to reach the
14 proper agencies expeditiously.

15 This incident points out a deficiency in Supra's
16 access to BellSouth's operational support systems in that
17 Supra has no way to determine that there is working phone
18 service at a particular address. BellSouth can determine
19 this immediately electronically. In these types of
20 situations, Supra will verify an address given by a
21 customer in LENS to assure that it is a valid 911 address
22 and then submit an order for service. Only after 48 hours
23 is Supra notified that BellSouth's information indicates
24 that there is working phone service at that address. This
25 creates an immediate minimum 48 hour delay. Of course,
26 Supra goes on to waste many more hours of employee time on

1 these types of problems resulting from lack of electronic
2 access to BellSouth's operational support systems.

3 On March 19, 1998, I received a call from the office
4 manager of a former business customer. The office manager
5 wanted to know why they were receiving a bill from Supra
6 because they had transferred back to BellSouth on January
7 14, 1998. I looked up the customer's service record in
8 LENS and discovered the problem. See exhibit BH-13 which
9 is a copy of the LENS customer service record. When
10 BellSouth processed the order to transfer the account back
11 to Bellsouth, for some bizarre reason, the agent billed the
12 account to Supra. After I hung up with the customer, I
13 called the BellSouth business office and I reached a Ms.
14 Marie Dinish at the BellSouth Jacksonville office. I
15 explained the situation and asked that she please
16 disconnect our billing number from this customer's account.
17 Ms. Dinish was quite rude to me and said she could not do
18 that because the end user did not request the billing to be
19 disconnected from Supra's account. I told her that it was
20 obvious the end user did not want their billing to go to
21 Supra when they had transferred their account from Supra
22 and back to BellSouth. I asked her to please check with
23 her supervisor, call the end user, disconnect the billing
24 from our account and change the effective bill date to the
25 transfer date of January 14, 1998, to assure that Supra
26 would not have to pay for this BellSouth customer's

1 service. She told me she would do so "if I have time." I
2 asked her to call me back with an answer as soon as
3 possible. I waited until 6:00 PM and since I had not yet
4 received a call from Ms. Dinish, I called the BellSouth
5 business office again and asked another representative if
6 an order had been placed to disconnect the billing from
7 Supra's account. The second representative verified that
8 the order had been placed, gave me an order number, and
9 stated that the effective bill date was changed to January
10 17, 1998. The effective bill date should have been January
11 14, 1998, since that is the date the service was
12 transferred back to BellSouth. I have never received any
13 call back from Ms. Dinish.

14 Supra has a continuing problem with BellSouth causing
15 extreme delays in processing our orders. A Supra customer
16 called our Customer Service Office on April 1, 1998, and
17 requested that his existing telephone service be moved to
18 his new apartment. I completed the necessary five forms
19 (which takes 45 minutes because it must be done manually)
20 and faxed them to the BellSouth LCSC at 6:10 PM. See
21 exhibit BH-14 attached hereto which consists of all of the
22 documentation related to this service request. On the
23 paperwork, I requested a due date of April 3, 1998. I
24 received the Firm Order Confirmation at 10:25 AM on April
25 3, 1998, with a new date of April 7, 1998. BellSouth
26 acknowledged that the order was error free. BellSouth

1 changed the due date without consulting with us.

2 Furthermore, on April 3, 1998, I called the representative
3 who processed our order and asked why it would take seven
4 days to complete a move order. She replied that the due
5 date was the best they could do. In addition, she told me
6 that she was not supposed to process our order because the
7 form arrived on their fax machine in the "Portrait" rather
8 than the "Landscape" format, but as a favor to us, she
9 completed the order anyway. Needless to say, our customer
10 has moved to his new location and will not have telephone
11 service until April 7, 1998. If our customer has an
12 emergency, he will not be able to reach the proper
13 agencies.

14 When the BellSouth team was here in March 1998 to
15 train us on ordering, I asked how to reserve telephone
16 numbers for Remote Call Forwarding (RCF) service. RCF
17 service is very popular in South Florida. The service
18 allows, for example, a Palm Beach customer to have a Miami
19 telephone number. When the caller dials the Miami number,
20 the call is forwarded to the Palm Beach customer's Palm
21 Beach telephone number. The problem is that in order to
22 reserve a telephone number, you must validate the address
23 in RSAG via LENS. Since RCF service utilizes a phantom
24 address, the address cannot pass the RSAG verification.
25 The BellSouth team did not know the answer to my question,
26 and suggested that the only way to validate the address

1 would be to know the address of the central office that
2 would service the RCF number and use the central office's
3 address to reserve the number. This would be an impossible
4 task, since we do not have all of the addresses for all of
5 the BellSouth central offices in all nine states. The
6 BellSouth team promised to get back to us with a better
7 answer. As of April 5, 1998, they have not responded.
8 Supra has lost numerous sales because we could not order
9 RCF in parity with BellSouth.

10 When the Bellsouth team was at Supra during March
11 1998, they explained that BellSouth's repair personnel
12 cannot enter a Supra customer's premises to repair an
13 inside wire problem even if requested to by the customer.
14 The BellSouth team stated that because the customer is a
15 Supra customer and not a BellSouth customer, BellSouth must
16 obtain Supra's authorization to enter the customer's
17 premises. Even though Supra is reselling BellSouth's
18 repair service and inside wire maintenance plan, BellSouth
19 is stating that when a Supra customer reports a trouble,
20 they cannot effectively repair the trouble because Supra is
21 not on the premises to give consent to their entering the
22 customer's premises. This is so, BellSouth claims, even
23 after Supra has called in to report the trouble for Supra's
24 customer.

25 None of this makes sense. We have called BellSouth's
26 repair office for our end users. BellSouth's repair

1 personnel visit the customer's premises and then tell the
2 customer that BellSouth cannot repair the service. It is
3 apparent that BellSouth is treating our customers as if
4 they are branch locations of a large business account. In
5 such an arrangement, the headquarters office would make any
6 decisions regarding the telephone service. BellSouth fails
7 to recognize, even at this late date, that Supra is
8 reselling BellSouth's service. Supra is paying BellSouth
9 to provide service and BellSouth is obligated to service
10 our customers just as they are obligated to service their
11 own customers. The upshot of all of this is that BellSouth
12 has merely to tell a Supra customer who has reported a
13 trouble that BellSouth cannot fix the trouble because the
14 customer is a Supra customer and BellSouth wins back
15 another account. This is an outrageously successful anti-
16 competitive tactic.

17 The last several incidents that I have spoken of
18 occurred in March and the beginning of this month of April
19 1998. These incidents have been repeated over and over and
20 over since Supra began its operations as an ALEC reselling
21 BellSouth's service.

22 The above incidents also point out perhaps the most
23 critical problem Supra has with BellSouth. This is the
24 fact that Supra must manually complete Local Service
25 Requests and all other orders to BellSouth. Although Supra
26 has access to LENS, LENS is extremely limited in its

1 capabilities. Supra cannot utilize LENS to do orders to
2 service existing Supra accounts. BellSouth has not
3 provided any reason for this limitation. LENS does not
4 provide prompts for the numerous USOC codes, feature
5 details, service and customer information requirements for
6 entering the most basic Local Service Request or any other
7 type of service request. This is in direct contrast to
8 BellSouth's retail ordering systems which provide
9 BellSouth's customer service representatives with an
10 electronic ordering system that has access to all customer
11 information and provides prompts for all critical
12 information. This permits BellSouth customer service
13 representatives, with little or no experience, with the
14 ability to completely fill out and process a customer
15 service order in ten minutes or less. Errors are
16 practically eliminated because the BellSouth electronic
17 ordering system will not permit an order from a customer
18 service representative to post if an error is present.
19 Whereas Supra has struggled to fill out its orders
20 manually. It takes 45 minutes of concentrated effort to
21 fill out a basic local service request. This is absolutely
22 understandable given the fact that Supra must fill in at
23 least six pages of forms for each local service request
24 which consists of codes for all items, at least 150
25 separate entries. Supra must look up the codes in the
26 handbooks provided by BellSouth. These code handbooks are

1 rife with errors. When this was communicated to BellSouth,
2 they simply acknowledged that there are errors in the
3 handbooks. When BellSouth's customer service
4 representatives receive Supra's manual orders and find any
5 error whatsoever, they state that they have been instructed
6 not to correct these errors or instruct Supra how to
7 correct them, but they refer Supra back to the handbooks to
8 find the correct codes for whatever the error might be.

9 When Supra submits an order that does have an error,
10 Supra will not learn of the error before the 48 hours
11 minimum time for BellSouth to process the order. Then
12 Supra will receive a "clarification" form from BellSouth
13 stating what the error is and requiring a corrected local
14 service request. Then the correction must be made manually
15 and resubmitted once again. Another 48 hours will pass
16 before processing the order or notifying Supra of any
17 further error. It is common practice for BellSouth to
18 report one error at a time to Supra. It is impossible for
19 Supra to provide reliable, timely service with this type of
20 ordering and processing arrangement.

21 The customers Supra has lost due to BellSouth's
22 failure to execute timely and effective repairs remain
23 upset at Supra. We have lost many accounts due to repair
24 problems. These customers do not realize that it is the
25 same company that could not fix problems when the customers
26 were Supra customers that could fix them promptly when they

1 were again BellSouth customers. Given the chronology of
2 these cases, one can certainly see the attraction in going
3 back to BellSouth when the customer is told that there are
4 problems because "it's a reseller account."

5 It is inappropriate for BellSouth to offer to switch a
6 customer back in order to more quickly effect repairs. It
7 is inappropriate for BellSouth to receive 611 calls for
8 Supra customers and treat them as sales leads by attempting
9 to convert the customer back to BellSouth.

10 It is very difficult to describe the frustration and
11 discouragement caused Supra by all of the problems with
12 BellSouth. Supra has taken no step in any direction that
13 has not been fraught with endless difficulties from
14 BellSouth.

15
16 ISSUE NO. 5: HAS BELLSOUTH PROVIDED ADEQUATE WRITTEN
17 RULES, REGULATIONS, CODES, INSTRUCTIONS, DESCRIPTIONS OF
18 PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE,
19 AND ACTUAL SUPPORT SERVICE, OR MADE ANY MODIFICATIONS OF
20 PROCEDURES, IF NECESSARY, IN TIMELY FASHION, TO PERMIT
21 SUPRA TO UNDERSTAND AND UTILIZE EFFECTIVELY BELLSOUTH'S
22 PROCEDURES FOR BILLING, ORDERING, PROVISIONING,
23 INSTALLATION, REPAIR, ETC., THAT ARE ESSENTIAL TO SUPRA'S
24 ABILITY TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH
25 BELLSOUTH?

26
27 A. I attended a Local Exchange Navigation System (LENS)

1 training class put on by BellSouth for ALECs. Because I
2 have worked for many years in the telecommunications
3 industry and specifically within the Bell System, I had
4 questions I wanted answered that were based on my knowledge
5 of provisioning local telephone service. These questions
6 were:

7 1) How do I find the customer's previous "customer
8 code"?

9 With the previous customer code, we are able to view
10 the customer's service record. The previous records are
11 essential for us to verify customers' billing addresses,
12 service features, installation dates, etc. The trainers,
13 Mr. and Mrs. Story, did not answer my questions. They were
14 just stone-faced. I could tell they knew the answer, but
15 would not or could not answer it.

16 2) Why is it not possible for Supra to order new
17 installation requests, which include jack installation
18 requests, in LENS?

19 The instructors said LENS does allow you to order
20 service with "jack request" however, whenever I place an
21 order, I get an error message: "refnum 0001 JK-POS
22 REQUIRED", i.e., jack position required. After several
23 attempts by the instructor, who received the same message,
24 I was told to just place those orders on "paper." The
25 instructors did not know how to place the order in LENS.

26 3) My third question was about how to change the

1 number of rings the calling party receives prior to the
2 call going into the "Call Forwarding" mode. The instructor
3 said "I'm not supposed to tell you, but since I know the
4 answer, I'll give it to you."

5 It was apparent to me that the instructors were
6 uncomfortable with me in the class. I was an experienced
7 telephone worker and I knew the right questions to ask.
8 Their reluctance appeared to come from the fact that the
9 purpose of the training classes is not to help the
10 resellers become successful, but rather that the class is
11 another avenue for BellSouth to sell something and to have
12 something to show the Florida Public Service Commission and
13 the FCC that BellSouth is helping to develop competition in
14 the local telephone service market.

15
16 **ISSUE NO. 10: HAS BELLSOUTH RESPONDED APPROPRIATELY TO**
17 **CONSUMER QUERIES REGARDING SUPRA?**

18 A. As Customer Service Manager at Supra, I am aware of
19 over 30 calls from Supra customers who were coached into
20 calling our business office and asking us "Who will repair
21 my phone if it goes out of order?" See exhibit BH-2
22 attached hereto. This question is part of BellSouth's
23 tactic to install doubt in the customer's mind about the
24 quality of Supra's and other ALECs' networks.

25 The tactic of questioning the repair abilities of the
26 ALEC is part of a program called "Call Them On It," a

1 coordinated effort of brochures and television spots
2 designed to prevent customers from changing from the RBOCs
3 to an ALEC. Composite exhibit BH-3 attached hereto
4 includes one of these brochures and some of the television
5 spots. The brochure asserts that long distance companies
6 will be "harassing you with an avalanche of confusing
7 offers" and that competition in the local market means
8 "more annoying phone calls and more confusing offers."
9 Furthermore, there is an Internet web site sponsored by the
10 United States Telephone Association of which BellSouth is a
11 member, *www.callthemonit.com*. See exhibit BH-4 attached
12 hereto. The web site is full of propaganda designed to
13 discourage consumers from selecting an ALEC for their local
14 telephone service.

15 Exhibit BH-5 attached hereto contains two customer
16 letters reflecting problems Supra has had with BellSouth
17 not timely provisioning service to Supra's customers.

18 Supra recently received a complaint from a customer
19 who called to say that he had had a problem with a
20 BellSouth repairman. This customer called to report a
21 problem with his bedroom telephone jack on March 18, 1998.
22 Supra reported the problem to the BellSouth repair office
23 quickly and we verified that the customer has the Inside
24 Wire Maintenance Plan. With this plan, the customer does
25 not have to pay for inside jack repairs. When the
26 BellSouth repairman arrived at the customer's residence,

1 the repairman told the customer that he would have to
2 charge to repair the jack because the customer "was no
3 longer our [BellSouth's] customer." The customer turned
4 the repairman away and called Supra to find out what the
5 problem was. I called the BellSouth repair office and they
6 confirmed that the customer was not to be charged for
7 inside wire jack repairs. Furthermore, BellSouth confirmed
8 that the repairman was not to make any such statements.
9 BellSouth sent another repairman out to fix the problem on
10 March 19, 1998. However, because of the problems getting
11 the jack fixed, the customer now wants to transfer his
12 service back to BellSouth.

13 Exhibit BH-6 contains a list of customers who were
14 told by BellSouth that BellSouth had never heard of Supra.
15 Exhibit BH-7 contains a list of customers who were told by
16 BellSouth employees to report Supra to the Florida Public
17 Service Commission. Exhibit BH-8 contains a list of
18 customers who were told by BellSouth that Supra is
19 "unreliable." Exhibit BH-9 contains a list of customers
20 who were told they would lose their yellow pages
21 advertising if they stayed with Supra. Exhibit BH-10
22 contains a list of customers who were told by BellSouth
23 employees that they did not have to pay Supra's bill if
24 they disputed it. These exhibits do not contain the total
25 numbers of customers who reported to Supra that such
26 statements had been made to them by BellSouth, but they are

1 an effort to reflect at least some of the customers who
2 have made these statements to Supra.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5 A. Yes.

1 Q **(By Ms. Summerlin)** Mr. Hamilton, do you
2 have a summary of your testimony?

3 A Yes, I do.

4 Q Would you please give that to the
5 Commission?

6 A Yes. Good morning. The purpose and the
7 summary of my testimony is that I present specific
8 examples where BellSouth has stymied and frustrated
9 our efforts to provide competitive local phone
10 service.

11 The ordering systems that they have supplied
12 with us are totally inadequate. The due dates, the
13 time that it takes BellSouth to process an order from
14 us is unacceptable to both us and our customers. The
15 responsiveness that we receive from our support has
16 been nonexistent. We've asked for clarifications on
17 our end on how to process orders and they do not
18 respond. They don't know is the response.

19 The repair issue has caused us to lose
20 customers. BellSouth repair people have encouraged
21 customers to switch back to BellSouth.

22 And the training classes that I attended
23 were totally inadequate to be a competitive local
24 telephone company in Florida.

25 And that's basically the summary of my

1 testimony.

2 **MS. SUMMERLIN:** Tender the witness for
3 cross.

4 **COMMISSIONER DEASON:** Do you wish to have
5 the prefiled exhibits identified?

6 **MS. SUMMERLIN:** Yes. I'm sorry, I forgot to
7 ask for that. We would like Exhibits BH-1 through 14
8 identified.

9 **COMMISSIONER DEASON:** They will be
10 identified as Composite Exhibit 9.

11 (Exhibit 9 marked for identification.)

12 **COMMISSIONER DEASON:** Ms. White.

13 **MS. WHITE:** Yes. The first thing I'd like
14 to do is hand out Mr. Hamilton's deposition
15 transcript, and ask that it be identified as the next
16 exhibit.

17 **COMMISSIONER DEASON:** The deposition will be
18 identified as Exhibit 10.

19 (Exhibit 10 marked for identification.)

20 **MS. WHITE:** I would also like to hand out
21 the late-filed exhibits to Mr. Hamilton's deposition
22 and ask that be identified as the next exhibit.

23 **COMMISSIONER DEASON:** Yes. That will be
24 identified as Exhibit 11.

25 **MS. WHITE:** Thank you.

1 (Exhibit 11 marked for identification.)

2 **CROSS EXAMINATION**

3 **BY MS. WHITE:**

4 Q Mr. Hamilton, my name is Nancy White. I
5 represent BellSouth Telecommunications.

6 Now, one of the problems that Supra is
7 concerned about is that its customers reach BellSouth
8 when they call 611; is that correct?

9 A That is correct.

10 Q And is it your position that Supra thought
11 it would work some other way?

12 A My understanding from superiors in the
13 company that when a customer dials 611, that BellSouth
14 switch would identify if that customer is directly
15 with them or with a reseller or an ALEC, and forward
16 that call automatically to the number that we gave to
17 BellSouth to designate for our repair.

18 Q And is it your position that that process is
19 contained in the Resale Agreement?

20 A My position in the company is that I'm not
21 directly involved in the Resale Agreement, and I do
22 not refer to that.

23 Q So you don't know whether that process is
24 contained in the Resale Agreement?

25 A I do not know that, no.

1 Q Okay. Would you agree that under Section
2 5-E of the Resale Agreement, Supra is to have a
3 toll-free contact number for repair?

4 A I'm sorry, I didn't understand.

5 Q Under Section 5-E of the Resale Agreement,
6 is Supra supposed to have a toll-free contact number
7 for repair?

8 A Yes. My interaction with repair, which I do
9 quite a bit with BellSouth, is that number is for
10 BellSouth to reach us; not for the end user.

11 Q Okay. Well, let me ask it this way: Does
12 Supra have a repair number that its customers can call
13 when there's a problem?

14 A Yes.

15 Q And is that a toll-free repair number?

16 A We have a local number and a toll-free
17 number.

18 Q Does Supra inform the customer of that
19 number?

20 A Yes, we do. It's on every bill we send out.

21 Q Is there any other manner in which Supra
22 publicizes that number?

23 A It's on our promotional material, literature
24 and our Web site. And if we interact with a customer
25 and they ask for the repair number, we give that to

1 them.

2 Q Has any BellSouth repair representative ever
3 told you that you should switch back to BellSouth
4 because BellSouth can more quickly repair your
5 service?

6 A They've not told me that directly.

7 Q Do you believe BellSouth customer service
8 reps coached customers into calling BellSouth -- into
9 calling Supra to ask who would repair their phone?

10 A I have no doubt.

11 Q You have no doubt that that happened?

12 A I have no doubt that that happened.

13 Q Would you agree that the question of who is
14 going to repair a customer's phone is a legitimate
15 question for a customer to ask?

16 A If the reseller has not made a provision to
17 provide repair service, yes.

18 Q I'm sorry, I didn't hear that answer?

19 A If the reseller -- if someone asked that, if
20 the reseller has not made a provision for repair
21 service, then it would be a good question. But if
22 they have established a repair center, there's no need
23 for the question.

24 Q What about if the customer doesn't know
25 they've established a repair center?

1 A Our customers know. It's on our bill. We
2 have a number for repair.

3 Q Now, you made a test call to the BellSouth
4 business office on this issue, didn't you?

5 A Yes, I did.

6 Q And the question you asked was "What the
7 benefits would be if I went back to BellSouth?"

8 A Yes, something in that area, right. To that
9 effect.

10 Q Now, you believe BellSouth employees told
11 Supra's customers to report Supra to this Commission,
12 don't you?

13 A Yes. I know that, yes.

14 Q Do you know -- did Supra's customers say why
15 BellSouth was telling them that?

16 A Do I know why? No, I don't know why. I'm
17 sorry.

18 Q Do you know whether the customers that
19 complained about that were victims of slamming?

20 A I understand that some customers alleged
21 that they had been switched without authorization.

22 Q Okay. Do you know of any Supra customer who
23 has lost a Yellow Paging listing as a result of moving
24 from BellSouth to Supra?

25 A No, I do not know of that.

1 Q Now, you first started working for Supra in
2 August of 1997, did you not?

3 A That's correct.

4 Q And your position at that time was to put
5 together the sales office; is that correct?

6 A Well, not really. I was sort of hired for
7 the telemarketing thing. And my job evolved into
8 really -- I was pulling leads for them all the time.
9 That was consuming most of my time.

10 Q Would it be fair to say your title was sales
11 manager?

12 A No, it was not.

13 Q It was not sales manager?

14 A No, it was not.

15 Q And you left Supra in September of 1997, did
16 you not?

17 A That is correct.

18 Q And six weeks later you went back with
19 Supra?

20 A That's correct.

21 Q Now, between August, when you started
22 working at Supra, and September, when you left, Supra
23 obtained customers through cold calls to customers,
24 did they not?

25 A That is correct.

1 Q And how did you select leads for the office
2 to call?

3 A How did I what?

4 Q Select leads for the office to call?

5 A Do I have to -- that's proprietary
6 information, I consider it.

7 Q Between August and September?

8 A Yes.

9 Q All right. They were cold calls?

10 A They were cold calling, right.

11 COMMISSIONER DEASON: I'm sorry, they were
12 what kind of calling?

13 MS. WHITE: Cold calls. In other words --

14 COMMISSIONER DEASON: Explain that, please.

15 WITNESS HAMILTON: We had a list of
16 telephone customers that we compiled and then we
17 called them cold; that's what it means. You just call
18 them up. They have no idea that they are getting a
19 call from you. That's why they call it "cold" and we
20 made a sales pitch.

21 Q (By Ms. White) So in other words, these
22 weren't necessarily people that had first expressed
23 interest.

24 A No, they had not contacted us at all, no.

25 Q Okay. Now, when calls were made during that

1 time, did the sales people represent themselves as
2 being from BellSouth?

3 MS. SUMMERLIN: I'm going to object. I
4 think Mr. Hamilton has said he wasn't there between
5 August and September. I understand that that's the
6 period you're talking about.

7 MS. WHITE: No. He said he started working
8 for Supra in August of '97 and it was terminated in
9 September of '97. I'm asking during the time he was
10 there.

11 MS. SUMMERLIN: Okay. If you're asking
12 during the time he was there then I'll withdraw that
13 objection.

14 Q (By Ms. White) I'll repeat the question.
15 During the time you were there, between August and
16 September of 1997, when calls were made during that
17 period of time, did your sales people represent
18 themselves as calling from BellSouth?

19 A Okay. These were not my sales people, okay.
20 But I understand that they called -- they were calling
21 about the BellSouth bill and they were offering them a
22 Supra one-bill product at a discount.

23 Q Would these sales people only identify
24 themselves as calling for Supra if they were asked?

25 A Oh, absolutely.

1 Q And do you believe that the telemarketing
2 efforts by Supra led consumers to believe that the
3 telemarketers were BellSouth employees?

4 A No, I do not.

5 Q Is it your position that when telemarketers
6 called the customers in August and September while you
7 were there, that the telemarketers were not
8 representing themselves as BellSouth?

9 A Yes.

10 COMMISSIONER GARCIA: You lost me.

11 WITNESS HAMILTON: Maybe I didn't get the
12 question.

13 COMMISSIONER GARCIA: Maybe it was the
14 question.

15 MS. WHITE: I'll try again.

16 Q (By Ms. White) When Supra telemarketers,
17 whether they are in-house employees or outside
18 contractors, were calling customers in August and
19 September while you were there, were they representing
20 themselves to those customers as calling for
21 BellSouth?

22 A No, they were not.

23 Q I'm going to hand you a statement and ask
24 you to read that. I'd like to have this identified as
25 the next exhibit.

1 **COMMISSIONER DEASON:** Exhibit 12.

2 (Exhibit 12 marked for identification.)

3 **Q** **(By Ms. White)** Do you recognize this
4 statement, Mr. Hamilton?

5 **A** Yes, I do.

6 **Q** Was this statement made by you on September
7 9th, 1997, to Rene Carnoto and Earl Holder of
8 BellSouth?

9 **A** Yes, it was.

10 **Q** Is that your signature on this document?

11 **A** Yes, it was.

12 **Q** If you'll look in the middle of the first
13 page, the sentence says "The job of the sales
14 representatives was to contact customers and identify
15 themselves as BellSouth and offer them a discount if
16 they migrated to Supra."

17 **A** I don't recall that that's exactly what I
18 said. It said they were calling about BellSouth
19 bills.

20 **Q** Okay. Did you read this statement before
21 you signed it?

22 **A** I don't believe I read it thoroughly.

23 **Q** You don't believe you read it what?

24 **A** I don't think I really did at the time.

25 **Q** Okay.

1 A I was not working at Supra at this time.

2 Q You recall this statement, right?

3 A Yes.

4 Q Are you denying that you gave this
5 statement?

6 A No, I'm not denying I gave the statement.

7 Q Are you denying the information in the
8 statement?

9 A I'm saying the information is not correct,
10 not all of it.

11 Q Okay. What is incorrect?

12 A Well, that they were calling identifying
13 themselves as BellSouth. They were supposed to call
14 about -- they were calling about their BellSouth
15 bills.

16 Q Well, Mr. Hamilton, you stated in here that
17 they were calling themselves -- excuse me, contacting
18 customers and identifying themselves as BellSouth.
19 Are you stating that this statement is not the truth
20 or you were lying in this statement?

21 A That I was not -- I don't know how to say
22 exactly -- I was not -- I was emotional and confused
23 at the time.

24 Q All right. You were emotionally confused at
25 the time.

1 A Uh-huh.

2 Q So is it your testimony that you said these
3 things to Mr. Carnoto and Mr. Holder in the confusion
4 and emotionalness of the moment?

5 A At the time I felt that Ms. Nobili, who had
6 taken over the vice president position there, in
7 charge of the department, was sabotaging the efforts
8 of Supra to become a competitive local telephone
9 company. Because her husband worked at BellSouth and
10 she was making statements and doing things that were
11 sabotaging the efforts of the company.

12 Q So are you saying that this statement was an
13 attempt by you to sabotage Ms. Nobili?

14 A Not to sabotage, no.

15 Q Why did you make this statement?

16 A It brought out the fact that another
17 employee, a -- I can't recall her name right now --
18 the day that I was fired, had been fired by
19 Ms. Nobili, and I ran into her on the street.

20 And she was on the telephone calling
21 security companies and she was calling the Equal
22 Employment Opportunity Company. She was going to file
23 an official complaint against Supra. And I was trying
24 to talk her out of it. Okay. And she had contacted
25 BellSouth and made this statement. And she had given

1 them some erroneous information. And I had
2 contacted -- she encouraged me to contact them. And I
3 had clarified some of the statements that she had
4 made.

5 **COMMISSIONER GARCIA:** So what you're telling
6 us now is that what you say here is not true.

7 **WITNESS HAMILTON:** I say a lot of the things
8 in here are not true. Some of them are true and some
9 of them are not.

10 **COMMISSIONER GARCIA:** When you say that the
11 job of the sales representative was to contact
12 customers and identify themselves as BellSouth --

13 **WITNESS HAMILTON:** That is not true.

14 **COMMISSIONER GARCIA:** And the part where the
15 script said "I'm calling on behalf of BellSouth. May
16 I speak to the person in charge of the BellSouth
17 bill?" that's not true either?

18 **WITNESS HAMILTON:** The script, that they
19 were calling about the BellSouth bill, and "I want to
20 speak to the person in charge of the BellSouth bill."

21 **COMMISSIONER GARCIA:** Okay.

22 **Q** **(By Ms. White)** What about the statement
23 that says, quote, "We're calling on behalf of
24 BellSouth to offer our customers the convenience of
25 combining all of their bills."

1 A They are supposed to be saying "I'm calling
2 about BellSouth bills."

3 Q Okay.

4 A However, Ms. Nobili is the one that said
5 that. And when people were asking, and we were asking
6 her why they are saying that, she said, "Well, they
7 won't talk to us unless they say that," so.

8 Q But you're the one that gave this
9 statement --

10 A That's correct.

11 Q -- isn't that true?

12 A That's correct.

13 **MS. WHITE:** I have nothing further. Thank
14 you.

15 **COMMISSIONER DEASON:** Staff?

16 **MR. BOWMAN:** Staff has a couple of
17 questions.

18 **CROSS EXAMINATION**

19 **BY MR. BOWMAN:**

20 Q Mr. Hamilton, in your summary you said that
21 BellSouth repair persons encouraged customers to
22 switch back to BellSouth. Can you cite any examples
23 of that?

24 A I did. I present them in my testimony.)
25 There was one, a Mr. Y customer. Okay. He has been a

1 subscriber to Supra and he subscribed to the inside
2 wire maintenance plan. When the repairman from
3 BellSouth arrived on his premise, the repairman told
4 him that, No. 1, "I'm here from BellSouth and you're
5 not a BellSouth customer and there's going to be a
6 charge to fix your wiring." And that "This would not
7 happen if you were a BellSouth customer and subscribed
8 to our maintenance plan."

9 Q So it's your testimony that that was
10 encouraging him to switch back to BellSouth?

11 A The customer called me and said he's
12 switching back to BellSouth because of the delay in
13 getting his repair, and that -- because of what the
14 BellSouth repairman had told him.

15 Q Okay. When was the Supra repair number
16 implemented? The toll-free repair number implemented?

17 A It was implemented prior to my joining the
18 company in August.

19 Q Okay. You stated that you have no doubt
20 that BellSouth customer service representatives
21 coached customers to leave Supra. How do you arrive
22 at that conclusion?

23 A Okay. I don't know that I said coached
24 them, but coached them to call us and ask us questions
25 about our service.

1 Since we receive calls from customers, our
2 end users, my department does -- I noticed that
3 patterns were starting to develop and people were
4 saying the same thing over and over again. And they
5 were saying, "Who is going to repair my phone?" Or
6 things to that effect. And I made a test call to
7 BellSouth and that's the statement that they would
8 make to me.

9 **MR. BOWMAN:** Okay. Staff has no further
10 questions.

11 **COMMISSIONER DEASON:** Commissioners?
12 Redirect.

13 **MS. SUMMERLIN:** Yes.

14 **REDIRECT EXAMINATION**

15 **BY MS. SUMMERLIN:**

16 **Q** Mr. Hamilton, when you executed this
17 affidavit in September of '97, the occasion -- the day
18 that you actually executed this, what kind of
19 situation had occurred that day?

20 **A** Well, this is not the day. This was on the
21 9th. I had been fired by Ms. Nobili on the 4th of
22 September.

23 **Q** Did you have some feeling that in Ms. Nobili
24 was doing something inappropriate at Supra when she
25 was working there?

1 A I had the feeling from the second day I had
2 worked with her that she was out to sabotage the
3 efforts of Supra.

4 Q Why did you think that?

5 A Many times she made statements, especially
6 even to our customers, that her working there was
7 helping BellSouth get into the long distance market.
8 And that her husband still worked at BellSouth and
9 she, you know -- this was her efforts.

10 Q Do you believe that Mr. Ramos at any time
11 ever had anything to do with trying to mislead
12 customers?

13 A No, not at all. Mr. Ramos wasn't there.

14 Q Were you upset because you had been fired by
15 Supra?

16 A Yes, I was.

17 Q Because Ms. Nobili was your supervisor in
18 that job that you were in?

19 A Yes, she was.

20 Q What subsequently happened at Supra?

21 A Ms. Nobili left the company. I believe she
22 was terminated. And Mr. Ramos asked me to come back.

23 Q When Mr. Ramos called you back, you decided
24 to go back to work for him?

25 A Yes. I wanted to go back to work there.

1 Q Is it your view that misleading customers is
2 an appropriate way to run a phone company?

3 A It's inappropriate, yes.

4 Q When this affidavit was done, did you read
5 this carefully, everything that was written --

6 A No, I didn't. And I didn't type it myself.

7 Q You did not type it?

8 A No, I did not.

9 Q You stated that Ms. Nobili's husband worked
10 for BellSouth?

11 A Yes. From my understanding he still is.
12 And she had worked there too.

13 Q Do you have any idea why Supra fired
14 Ms. Nobili?

15 A I do not.

16 Q As you stated earlier, you were in a
17 emotional state when you went to BellSouth about this
18 matter?

19 A I was quite upset because there had been no
20 reason for my firing that I felt.

21 Q What changed your mind and made you want to
22 go back to work for this company?

23 A I felt that they were a good company and
24 they were going on the right track now that she wasn't
25 there anymore.

1 Q Do you believe that Ms. Nobili influenced
2 other individuals in the company inappropriately that
3 were subordinates?

4 A Absolutely.

5 Q Did she give them advice that was not
6 accurate, in your understanding?

7 A Absolutely.

8 Q Did you complain about this to her?

9 A To her directly, no, but I made Mr. Ramos
10 aware that I was concerned about some of the things
11 she was saying.

12 Q So do you believe she fired you because she
13 was upset with you?

14 A The only reason I was given was she said it
15 was the quality of my work. I was totally taken by
16 surprise by the whole thing.

17 MS. SUMMERLIN: Okay. No further questions.

18 COMMISSIONER DEASON: Exhibits.

19 MS. WHITE: Move exhibits 10, 11 and 12.

20 COMMISSIONER DEASON: Without objection,
21 Exhibits 10, 11 and 12 are admitted.

22 MS. SUMMERLIN: I'd like to move Exhibit 9.

23 COMMISSIONER DEASON: Without objection
24 Exhibit 9 is admitted.

25 (Exhibits 9, 10, 11 and 12 received in

1 evidence.)

2 **COMMISSIONER DEASON:** Thank you,
3 Mr. Hamilton. Ms. White, you may call your witness.

4 **MS. WHITE:** BellSouth calls Pat Finlen.

5 - - - - -

6 **PATRICK FINLEN**

7 was called as a witness on behalf of BellSouth
8 Telecommunications, Inc. and, having been duly sworn,
9 testified as follows:

10 **DIRECT EXAMINATION**

11 **BY MS. WHITE:**

12 **Q** Would you please state your name and address
13 for the record?

14 **A** Yes. My name as Pat Finlen. And I work at
15 675 West Peachtree Street, Atlanta, Georgia.

16 **Q** By whom are you employed?

17 **A** I'm employed with BellSouth
18 Telecommunications.

19 **Q** Have you previously caused to be prepared
20 and prefiled in this case direct testimony consisting
21 of 17 pages?

22 **A** Yes.

23 **Q** Do you have any changes or corrections to
24 make to that direct testimony at this time?

25 **A** No, I do not.

1 **Q** If I were to ask you the same questions that
2 are posed in your direct testimony today, would your
3 answers be the same?

4 **A** Yes.

5 **MS. WHITE:** Commissioner Deason, I'd like to
6 have the direct testimony inserted into the record as
7 though read.

8 **COMMISSIONER DEASON:** Without objection it
9 shall be so inserted.

10 **Q** **(By Ms. White)** Did you prepare three
11 exhibits PCF-1, PCF-2 and PCF-3 associated with your
12 direct testimony?

13 **A** Yes, I did.

14 **Q** Do you have any changes to those exhibits?

15 **A** Yes, I do. Those exhibits have the wrong
16 docket number on there. The docket number that is on
17 there is "980199-TP," and it should have been
18 "980119-TP."

19 **Q** Is that the only change or correction?

20 **A** Yes.

21 **MS. WHITE:** I'd like to have the exhibits
22 attached to Mr. Finlen's direct testimony be marked
23 identification.

24 **COMMISSIONER DEASON:** They will be
25 identified as Composite Exhibit 13.

1 (Exhibit 13 marked for identification.)

2 Q (By Ms. White) Mr. Finlen, did you also
3 cause to be prepared and prefiled in this case
4 rebuttal testimony consisting of 23 pages?

5 A Yes, I did.

6 Q Do you have any changes to that testimony?

7 A No, I do not.

8 Q If I were to ask you the same questions
9 today that are contained in your prefiled rebuttal
10 testimony, would your answers be the same?

11 A Yes, they would.

12 MS. WHITE: I'd like to have the rebuttal
13 testimony of Mr. Finlen inserted into the record.

14 COMMISSIONER DEASON: Without objection it
15 shall be so inserted.

16 Q (By Ms. White) Did you prepare any
17 exhibits associated with your rebuttal testimony,
18 specifically PCF-4, PCF-5, PCF-6?

19 A Yes, I did.

20 Q Do you have any changes to those exhibits?

21 A No, I do not.

22 MS. WHITE: I'd like to have the exhibits
23 attached to Mr. Finlen's rebuttal testimony marked as
24 the next exhibit.

25 COMMISSIONER DEASON: They will be

1 identified as Composite 14.

2 (Exhibit 14 marked for identification.)

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1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 TESTIMONY OF PATRICK C. FINLEN
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 980119-TP
5 APRIL 1, 1998
6
7

8 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
9 BELLSOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER
10 REFERRED TO AS "BELLSOUTH" OR "THE COMPANY").
11

12 A. My name is Patrick C. Finlen. I am employed by BellSouth as a
13 Manager in the Interconnection Services Pricing Department. My
14 business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.
16

17 Q. PLEASE DESCRIBE YOUR CURRENT RESPONSIBILITIES.
18

19 A. I currently have the responsibilities of negotiating local interconnection¹
20 contracts with Alternative Local Exchange Companies ("ALECs"), and
21 monitoring BellSouth's compliance with negotiated ALEC contacts.
22

23 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
24
25

1 A. I received a Master of Arts Degree in Public and Private Management
2 in 1994, and a Bachelor of Arts Degree in Accounting in 1985 from
3 Birmingham-Southern College in Birmingham, Alabama. I also have an
4 Associate of Science degree in Data Processing from Jefferson State
5 Junior College in Birmingham, Alabama. I began employment with
6 South Central Bell in 1977, and have held various positions in the
7 Network Operations, Consumer Forecasting, Marketing, and
8 Regulatory Departments before assuming my current responsibilities
9 in the Interconnection Services Pricing organization.

10

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

12

13 A. The purpose of my testimony is to address Supra Telecommunications
14 and Information Systems, Inc. (hereinafter referred to as "Supra")
15 complaint against BellSouth, and to provide BellSouth's response to
16 Supra's petition for resolution of disputes as to implementation and
17 interpretation of the Interconnection, Resale, and Collocation
18 Agreements with BellSouth. Specifically I will address the following
19 issues:

- 20 • Has BellSouth provided adequate written rules, regulations, codes,
21 instructions, descriptions of procedures, other written materials,
22 technical guidance, and actual support service, or made any
23 modifications of procedures, if necessary, in timely fashion, to
24 permit Supra to understand and utilize effectively BellSouth's
25 procedures for billing, ordering, provisioning, installation, repair,

1 etc. that are essential to Supra's ability to provide local exchange
2 service on parity with BellSouth?

- 3 • Has BellSouth acted appropriately in its billing of Supra and has
4 Supra timely paid its bills to BellSouth?
- 5 • Has BellSouth appropriately applied Sections A2.3.8A and A2.3.8B
6 of its General Subscriber Services Tariff to Supra?
- 7 • Has BellSouth responded appropriately to consumer queries
8 regarding Supra?
- 9 • What relief, if any, should the Commission order for Supra or
10 BellSouth?

11

12 Q. HAS BELLSOUTH PURSUED A PATTERN OF DISCRIMINATORY
13 AND ANTI-COMPETITIVE ACTION AGAINST SUPRA?

14

15 A. No. BellSouth has never, nor does it ever intend to be discriminatory
16 or anti-competitive against Supra. BellSouth believes that each of its
17 wholesale business partners, of which Supra is one, are important.
18 BellSouth has expended enormous resources to assist each of its
19 interconnection customers in being successful in the local service
20 market place. BellSouth has never based its relationship with a
21 wholesale customer dependent on the size of that customer.

22

23 In order to ensue that our ALEC customers are treated on an equitable
24 basis with our retail end users, all BellSouth managers who have
25 customer service responsibilities or who provide direct support to

1 customer-affecting operations must include a commitment addressing
2 service equity in their performance plans. BellSouth managers are
3 committed to providing excellent and equitable service and their
4 compensation is directly related to how well they meet these
5 commitments.

6

7 In addition to personal performance commitments , executive letters
8 periodically are sent to the employee body stressing the need to not
9 only strive for strong performance in the area of providing the best
10 possible customer service, but our commitment to achieve these
11 objectives through professional, ethical business practices.

12

13 Issue No. 2

14 Q. DOES BELLSOUTH OFFER TRAINING CLASSES THAT PROVIDE
15 THE NECESSARY INFORMATION FOR A NEW ALEC, SUCH AS
16 SUPRA, TO ENTER THE LOCAL EXCHANGE MARKET PLACE?

17

18 A. Yes. BellSouth offers numerous training classes to ALECs to assist
19 them in entering the local exchange market place. The following is a
20 brief list along with course description of some of the training that is
21 available to ALECs:

22

23 CLEC BASIC

24

25

1 CLEC Basic is a 5-day course that covers pre-ordering, ordering,
2 provisioning, billing and maintenance of BellSouth products and
3 services.

4

5 Specific topics include pricing of services, use of the CLEC Ordering
6 Guide, pre-ordering information requirements, use of BellSouth
7 databases, interpreting a Customer Service Record, filling out ordering
8 documents, order entry, the role of the Account Team, the provisioning
9 process for resale services, due date assignments, change and
10 cancellation policies, how each service is billed, maintenance policies
11 and procedures, and overall business procedures.

12

13 OPERATIONS SUPPORT SYSTEMS (OSS)

14 BellSouth offers hands-on OSS training on Local Exchange Navigation
15 System (LENS), Electronic Data Interchange (EDI), and Trouble
16 Administration Facilitation Interface (TAFI).

17

18 LENS provides electronic access to BellSouth databases and systems,
19 enabling ALECs to verify a customer's address, assign a telephone
20 number, determine the services and features available on a specific
21 central office switch, calculate a due date and check customer service
22 records.

23

24 EDI interface is for ordering and provisioning orders for basic residence
25 and business local exchange services, and "switch as is" service.

1 ALECs can access EDI by building an interface to BellSouth's
2 specifications, or by utilizing a third-party software developer.

3

4 TAFI is an interactive system that enables ALEC service
5 representatives to enter trouble reports, modify reports and receive
6 estimated times for repair completion.

7

8 UNBUNDLED NETWORK ELEMENTS

9 This is a 2-day class that addresses BellSouth's Unbundled Network
10 Elements (UNEs). The curriculum includes service description, ordering
11 procedures, implementation guidelines and billing and maintenance
12 procedures. Attendees gain knowledge on Network Interface Devices,
13 Unbundled Voice Loops, Unbundled Data Loops and a variety of other
14 Unbundled Network Elements.

15

16 Q. DID SUPRA TAKE ADVANTAGE OF THE ABOVE TRAINING WHICH
17 PROVIDED THE NECESSARY INFORMATION REGARDING
18 BELL SOUTH'S PROCEDURES FOR BILLING, ORDERING,
19 PROVISIONING, INSTALLATION, REPAIR, ETC. SO THAT IT COULD
20 PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH
21 BELL SOUTH?

22

23 A. Yes. Supra has taken advantage of several of BellSouth's training
24 classes. In July, 1997 Supra sent an employee to the Local Exchange
25 Navigational System (LENS) class. This employee was to go back to

1 Supra and train others on the use of LENS. Mr. Kay Ramos was also
2 scheduled to attend LENS and TAFI classes during this time frame but
3 declined to attend the classes. Instead, he wished to discuss with the
4 Account Manager the setting up of a "Q" Account for Supra. BellSouth
5 establishes "Q" Accounts for all its CLEC customers. The "Q" Account
6 is nothing more than a master account number to be used for billing
7 purposes (i.e., charges for services rendered by BellSouth to a CLEC
8 will be billed to the master account number). On July 11, 1997 Mr.
9 Ramos met with numerous representatives of BellSouth. These
10 representatives explained to Mr. Ramos the billing options and
11 technology available to Supra. Mr. Ramos also met with the LCSC
12 Customer Manager dedicated to the Supra account. Telephone
13 numbers and the BellSouth Resale Binder diskettes (which consist of
14 ordering guides for Resale, instructions for filing out the LSR, examples
15 of filled out LSRs etc.) were given to Supra at that time.

16
17 In August, 1997 Supra sent three new employees to Birmingham for
18 training on submitting Access Service Requests (ASR). On August 28,
19 1997 these three employees also met with the LCSC Customer
20 Manager dedicated to the Supra account, and a Supervisor in the
21 LCSC who trained them on Local Service Request (LSR) completion
22 and how to keep their orders out of clarification status. These
23 individuals also met with a BellSouth Billing subject matter expert who
24 again explained the billing options available to Supra. Hard copies of
25

1 the CLEC Binder, examples of forms, and "Q" Account numbers were
2 again given out so that Supra could do business with BellSouth.

3

4 Q. HAS BELLSOUTH MET WITH SUPRA AT OTHER TIMES TO
5 DISCUSS HOW BEST BELLSOUTH CAN ASSIST SUPRA IN BEING
6 SUCCESSFUL IN THE LOCAL EXCHANGE BUSINESS?

7

8 A. Yes. In October of 1997, an all day meeting was held with Mr. Ramos
9 and numerous representatives of BellSouth. Besides BellSouth's
10 Account Team for Supra, others in attendance from BellSouth were the
11 LCSC Customer Manager dedicated to the Supra account, Billing
12 experts, and Collocation and Unbundled Network Element subject
13 matter experts. Mr. Ramos was again advised of how BellSouth could
14 help him in his business. Another all day meeting was held in
15 December of 1997 with numerous representatives of BellSouth,
16 including collocation experts who covered with Supra the terms,
17 conditions, and processes for both physical and virtual collocation.
18 This included an in depth review of ordering forms (BSTEI-1 Forms),
19 collocation milestones, and collocation collateral.

20

21 On January 29th of this year BellSouth again met with representatives
22 of Supra to discuss the use of Unbundled Network Elements, and
23 collocation terms, conditions, and processes.

24

25

1 Q. ARE ANNOUNCEMENTS REGARDING CHANGES IN
2 PROCEDURES, SPECIFICATIONS, AND NEW SERVICES READILY
3 AVAILABLE TO SUPRA?

4
5 A. Yes. BellSouth publicizes revisions to existing procedures,
6 specifications, and services as well as new procedures, specifications
7 and services, on the Internet. Exhibit PCF-1 to this testimony shows
8 several pages from the BellSouth Interconnection Service's website
9 showing Customer Announcements, On-line Customer Guides, and
10 Carrier Network Notifications.

11

12 Issue 3.

13 Q. DOES THE INTERCONNECTION AGREEMENT ADDRESS HOW
14 SUPRA IS TO REMIT PAYMENT TO BELL SOUTH FOR SERVICES
15 PROVIDED BY BELL SOUTH?

16

17 A. Yes. Attachment 7 (Exhibit PCF-2) of the Interconnection Agreement
18 states that BellSouth has every right to expect payment for services
19 rendered to Supra in a timely manner. The agreement requires that
20 payments be made to BellSouth by the next bill date and payable in
21 immediately available funds. The agreement further states that if
22 payment is not received by the bill day in the month after the original
23 bill day then BellSouth may provide a written notice to Supra that
24 additional applications for service will be refused and that any pending

25

1 orders for service will not be completed unless payment is received
2 fifteen days after the date of the notice.

3

4 Q. HAS SUPRA ADHERED TO THE REQUIREMENTS OF THE
5 AGREEMENT REGARDING PAYMENT?

6

7 A. No. Supra has repeatedly failed to pay in the manner prescribed by
8 the interconnection agreement. An example of this is that on February
9 18, 1998, after BellSouth left a message on Mr. Ramos's voice mail
10 regarding Supra's account with BellSouth. Mr. Ramos returned our call
11 and advised that Supra would overnight \$70,220.93 on February 24,
12 1998. A check for \$73,138.48 was received from Supra on February
13 26, 1998, however, after checking with the bank BellSouth found out
14 that funds to cover the check were not available. On the 27th of
15 February, BellSouth checked with the bank twice and each time was
16 advised that funds to cover the check were not available. On March 2,
17 1998, the funds were finally available and the check was forwarded to
18 the Payment Remittance Office.

19

20 Issue 4.

21 Q. HAS BELL SOUTH APPROPRIATELY APPLIED SECTIONS A2.3.8A
22 AND A2.3.8B OF ITS GENERAL SUBSCRIBER SERVICE TARIFF TO
23 SUPRA?

24

25

1 A. Yes. BellSouth has appropriately applied sections A2.3.8A and
2 A2.3.8B of its General Subscriber Service Tariff to Supra.

3

4 Q. WHAT ISSUES DO THESE TWO SECTIONS ADDRESS?

5

6 A. These two sections address "Initial Service Periods" for the
7 "Establishment and Furnishing of Service" and state the following:

8

9 A2.3.8A

10 "Unless otherwise specified, the rate for all services offered in this
11 tariff are monthly rates and the initial service period is one month
12 commencing with the date of installation of the service."

13

14 A2.3.8B

15 "For all other services furnished with initial service periods exceeding
16 one month, the applicable initial service period is the number of months
17 indicated in brackets following the basic termination charge listed in
18 that section of this tariff containing the service offered except for those
19 services provided under Plan 1 and Plan 2 in other sections of this
20 Tariff."

21

22 Q. WHAT DOES BELL SOUTH DO WHEN SUPRA SENDS BELL SOUTH
23 AN ORDER SWITCHING AN END USER FROM BELL SOUTH TO
24 SUPRA, SUCH AS A RESALE ORDER?

25

1 A. When BellSouth receives a resale order from Supra, or any other
2 ALEC, the end-user's account is disconnected as a BellSouth
3 customer. The service is then reinstalled with Supra being the
4 customer of record. BellSouth renders a final bill to the former
5 BellSouth end user so that BellSouth can be paid for any services
6 rendered to the customer before that customer leaves BellSouth. The
7 final bill will also include any adjustments for services that have been
8 billed in advance prior to the service being canceled.

9
10 As called for in Section A.2.3.8.A of the General Subscriber Service
11 Tariff, Supra is billed "commencing with the date of installation of the
12 service."

13

14 Q. WHAT BILLING TAKES PLACE IF A CUSTOMER WISHES TO
15 CHANGE FROM SUPRA BACK TO BELL SOUTH OR ANOTHER
16 ALEC?

17

18 A. The end user is reinstated as a BellSouth end user, and as called for in
19 the General Subscriber Service Tariff, is billed in advance for local
20 service beginning on the date the service is installed.

21

22 Supra is rendered a final bill so that BellSouth can be paid for any
23 services previously provided to Supra. If the service was in for less
24 than the "Initial Service Period," then Supra will be billed the "Initial
25 Service Period."

1

2 Q. HAS SUPRA EVER PURCHASED ANY SERVICES WHERE THE
3 INITIAL PERIOD IS GREATER THAN ONE MONTH?

4

5 A. No.

6

7 Q. SINCE SUPRA HAS NOT PURCHASED ANY BELLSOUTH
8 SERVICES FROM THE GENERAL SERVICE SUBSCRIBER TARIFF
9 WHERE THE INITIAL SERVICE PERIOD IS GREATER THAN ONE
10 MONTH, WHAT SERVICES WOULD SUPRA PURCHASE WHERE
11 SECTION A2.3.8B WOULD BE APPLICABLE?

12

13 A. An example of a service that Supra may wish to resale that has an
14 Initial Service Period of more than one month is Native Mode LAN
15 Interconnection (NMLI) Service. This service is described in section
16 A40.3 of the General Subscriber Service Tariff. The minimum service
17 period for this service is 12 months. If Supra resells this service to an
18 end user, and that end user decides they no longer want to use Supra
19 as their local service provider for this service, after say 8 months,
20 Supra is rendered a final bill for the remaining minimum service period
21 of 4 months.

22

23 Issue 5.

24

25

1 Q. WHAT DOES BELL SOUTH DO WHEN A BELL SOUTH END USER
2 SWITCHES TO ONE OF ITS RETAIL COMPETITORS, SUCH AS
3 SUPRA?

4
5 A. When a BellSouth end user switches to a retail competitor, such as
6 Supra, the appropriate BellSouth retail unit mails a notification letter to
7 the end user advising them that their request to switch local service
8 has been completed and that BellSouth hopes to have the opportunity
9 to serve the customer in the near future. This notification is mailed
10 after the completion of changing the service from BellSouth to that of
11 an ALEC.

12
13 Q. IF A SUPRA END USER CALLS BELL SOUTH TO DISPUTE THEIR
14 SUPRA BILL, DOES BELL SOUTH ADVISE THE END USER THAT
15 THEY DO NOT HAVE TO PAY THEIR SUPRA BILL?

16
17 A. No. The interconnection agreement is very clear on this matter.
18 "BellSouth will not become involved in billing disputes that may arise
19 between Supra Telecommunications and Information Systems, Inc. and
20 its customer." (Attachment 7, Paragraph 1.3)

21
22 If an end user contacts BellSouth regarding their bill from another local
23 service provider, BellSouth's customer contact personnel advises the
24 customer that they need to contact the entity that has sent the bill.
25 BellSouth's customer contact personnel never advise an end user to

1 not pay their bill. However, BellSouth's customer contact personnel
2 will advise an end user to call the Public Service Commission if the end
3 user has a complaint against their local service provider, such as when
4 the end user is switched without authorization (i.e., "slammed").

5

6 Q. DOES BELLSOUTH ADVISE END USER CUSTOMERS THAT IF
7 THEY USE SUPRA OR ANY OTHER ALEC FOR THEIR LOCAL
8 SERVICE THAT THEY LOSE THEIR OPPORTUNITY TO ADVERTISE
9 IN THE YELLOW PAGES OR LOSE ACCESS TO THE INTERNET?

10

11 A. No. Employees of BellSouth Telecommunications do not advise any,
12 either ALEC s or BellSouth's end users on advertising in the yellow
13 pages. End users wishing to advertise in the yellow pages need only
14 contact BellSouth Advertising and Publishing Company (BAPCO) to
15 sign up for advertising in the yellow pages. Like BellSouth
16 Telecommunications, BAPCO is a subsidiary of BellSouth Corporation.
17 These are two separate entities.

18

19 BellSouth does not nor has ever advised an end user that they would
20 lose access to the Internet if they were to switch their service from
21 BellSouth to an ALEC. With the incalculable number of ways to access
22 the Internet, this allegation is preposterous.

23

24 Q. HAVE THERE BEEN SPECIFIC SITUATIONS WHERE CUSTOMERS
25 HAVE CONTACTED BELLSOUTH REGARDING SUPRA?

1

2 A. Yes. At one point in time Supra even implied to end users that it was
3 in partnership with BellSouth and was using BellSouth's name and
4 trademarks when presenting itself to end users.

5

6 As can be seen in the attached October 6, 1997 letter (Exhibit PCF-3)
7 from R. J. Campbell, Vice President - Marketing, Supra admitted to
8 using BellSouth's name and/or trademarks "in negotiations with
9 existing or potential Supra customers." Supra agreed to "use terms
10 such as local service provider, total exchange carrier etc."

11

12 The other situation in which Supra's name arose is in conversations
13 between BellSouth and end users, when end users called BellSouth to
14 complain that their service was switched without authorization.

15

16 Issue 6

17 Q. SHOULD THE COMMISSION GRANT THE EMERGENCY RELIEF
18 THAT IS BEING SOUGHT BY SUPRA?

19

20 A. No. Supra is simply asking for preferential treatment in how it should
21 pay its bills to BellSouth. As stated previously BellSouth has every
22 right to expect payment for services rendered to Supra in a timely
23 manner. The Interconnection Agreement requires that payments be
24 made to BellSouth by the next bill date and payable in immediately
25 available funds. The agreement further states that if payment is not

1 received by the bill day in the month after the original bill day then
2 BellSouth may provide a written notice to Supra that additional
3 applications for service will be refused and that any pending orders for
4 service will not be completed unless payment is received fifteen days
5 after the date of the notice. Supra has repeatedly failed to pay in the
6 manner prescribed by the interconnection agreement.

7

8 Supra's request that a BellSouth staff member be assigned to Supra is
9 totally unnecessary. As I have stated previously there is already a
10 LCSC Customer Manager responsible for the Supra account, along
11 with an Account Executive.

12

13 Q. WHAT RELIEF SHOULD THE COMMISSION ORDER FOR
14 BELL SOUTH?

15

16 A. The Commission should order Supra to begin paying its bills on time.
17 Supra's method of paying its bills late and with instruments where
18 funds are not "immediately available" is both unacceptable and in
19 violation of the Interconnection Agreement. If Supra is allowed to
20 continue paying in this manner, then Supra is in essence gaining an
21 unfair advantage over its competitors who are paying their bills on time.

22

23 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

24

25 A. Yes.

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF PATRICK C. FINLEN
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 980119-TP
5 APRIL 15, 1998
6
7

8 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
9 BELLSOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER
10 REFERRED TO AS "BELLSOUTH" OR "THE COMPANY").
11

12 A. My name is Patrick C. Finlen. I am employed by BellSouth as a
13 Manager in the Interconnection Services Pricing Department. My
14 business address is 675 West Peachtree Street, Atlanta, Georgia
15 30375.
16

17 Q. ARE YOU THE SAME PATRICK C. FINLEN WHO FILED DIRECT
18 TESTIMONY IN THIS PROCEEDING?
19

20 A. Yes.
21

22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?
23

24 A. The purpose of my testimony is to address several issues that were
25 raised in Mr. Olukayoda A. Ramos' and Mr. Bradford Hamilton's, both

1 of Supra Telecommunications & Information Systems, Inc., (hereinafter
2 referred to as "Supra"), direct testimony in this docket. Specifically, I
3 will address the following issues:

- 4 • The process used for negotiation of the Interconnection Agreement
5 between BellSouth and Supra;
- 6 • Supra's assertion that BellSouth has acted inappropriately in its
7 billing of Supra, and that Supra has remitted timely payments to
8 BellSouth;
- 9 • The appropriateness of BellSouth's application of Sections A2.3.8A
10 and A2.3.8B of the General Subscriber Service Tariff to Supra;
- 11 • The allegation that BellSouth has acted inappropriately when
12 customers queried BellSouth contact personnel regarding Supra,
13 and that BellSouth has undertaken an anti-competitive campaign
14 against Supra;
- 15 • The appropriateness of the charge for switching end-users from
16 BellSouth to Supra and the billing of one month's service in
17 advance; and
- 18 • Supra's request that the Florida Public Service Commission require
19 BellSouth customer contact personnel to acknowledge to customer
20 inquiries that Supra is a certificated alternative local exchange
21 company, to tell Supra's customers to contact Supra when reporting
22 problems, to stop advising customers to file complaints with the
23 Commission, to stop making derogatory and untrue statements
24 regarding Supra to customers, and to stop sending retention letters
25 to new Supra customers.

1

2 Q. WHEN DID SUPRA FIRST BECOME A BELL SOUTH WHOLESALE
3 CUSTOMER?

4

5 A. On May 28, 1997, BellSouth and Supra executed an agreement for the
6 resale of BellSouth's telecommunications services. An interconnection
7 agreement was successfully executed on October 31, 1997. Both of
8 these agreements have been filed and approved by the Public Service
9 Commission.

10

11 Q. PLEASE EXPLAIN THE PROCESS AND TIMELINE FOR THE
12 NEGOTIATION OF THE INTERCONNECTION AGREEMENT WITH
13 SUPRA.

14

15 A. On Friday, October 17, 1997, Supra contacted BellSouth requesting
16 negotiation of an interconnection agreement with BellSouth. On this
17 day BellSouth Federal Expressed a draft interconnection agreement to
18 Mr. Kay Ramos at Supra for his review. On Monday, October 20, 1997
19 Mr. Ramos received the draft interconnection agreement and promptly
20 executed the draft agreement (Exhibit PCF-4). Once Mr. Ramos
21 signed the draft, he immediately Federal Expressed it back to
22 BellSouth, where it was received on October 21, 1997.

23

24 On October 21, 1997, I called Mr. Ramos and asked if he truly wanted
25 to execute an agreement this soon. I asked if he had any questions

1 regarding the agreement, or if he needed some time to review or have
2 his attorney review the agreement. He indicated he was okay with the
3 agreement and was ready to sign.

4
5 On Thursday, October 23, 1997, I Federal Expressed to Mr. Ramos a
6 hard copy of the interconnection agreement for his execution. On the
7 morning of Saturday, October 25, 1997, Mr. Ramos paged me. I
8 promptly called Mr. Ramos from my residence and asked how I could
9 help him. He wanted to know where he could find the rate for DS3
10 service in his contract. I advised him that I didn't know at that time, but
11 I would be happy to advise him on Monday, October 27, 1997, when I
12 got back to my office. On Monday I called Mr. Ramos and advised that
13 DS3 service was not contained in the agreement but that he could
14 purchase this service out of the Access Service tariff. He seemed
15 satisfied with this answer.

16
17 Mr. Ramos executed the agreement on Monday, October 27, 1997,
18 and promptly Federal Expressed it back to me for the BellSouth
19 representative's signature. On Friday, October 31, 1997, Jerry Hendrix
20 signed the agreement on behalf of BellSouth.

21
22 Q. DURING THE NEGOTIATION PROCESS DID SUPRA ASK IF IT
23 COULD OBTAIN AN INTERCONNECTION AGREEMENT THAT
24 WOULD BE SUPERIOR TO EXISTING AGREEMENTS BETWEEN
25 BELL SOUTH AND OTHER ALECS?

1

2 A. No. Supra did not ask if it could obtain an interconnection agreement
3 that would be superior to existing Interconnection Agreements that
4 BellSouth had entered into with other ALECs. Mr. Ramos was very
5 anxious to sign an Interconnection Agreement with BellSouth and did
6 not wish to discuss terms, conditions, or rates.

7

8 Q. DID SUPRA EVER ASK HOW THE RATES CONTAINED IN THE
9 INTERCONNECTION AGREEMENT WERE ESTABLISHED FOR
10 UNBUNDLED NETWORK ELEMENTS?

11

12 A. Yes. Mr. Ramos called me a couple of weeks after the execution of the
13 Interconnection Agreement to ask how the rates in the Interconnection
14 Agreement were established. I advised him that these were the same
15 rates that were contained in the AT&T, Sprint, and MCI agreements
16 and were the result of arbitration and had been set by the Florida
17 Public Service Commission in Order No. PSC-96-1579-FOF-TP. He
18 seemed satisfied with this response.

19

20 On January 9, 1998, Mr. Ramos called me and was upset regarding
21 the rates in the Interconnection Agreement for unbundled network
22 elements in Florida. I advised Mr. Ramos the agreement had already
23 been signed and the rates in the Agreement were the best BellSouth
24 had to offer at that time. I reiterated that the rates had been set by the
25 Florida Public Service Commission in Order No. PSC-96-1579-FOF-TP.

1

2 Q. HAS BELLSOUTH ACTED INAPPROPRIATELY, AS ALLEGED BY
3 SUPRA, IN ITS BILLING OF CHARGES TO SUPRA?

4

5 A. Absolutely not. BellSouth has never acted inappropriately nor anti-
6 competitively in its billing of charges for services rendered by BellSouth
7 to Supra.

8

9 Q. DOES BELLSOUTH CHARGE A DISCONNECTION FEE OF \$29.41
10 FOR DISCONNECTING SERVICE WHERE AN END USER HAS
11 DECIDED TO SWITCH BACK TO BELLSOUTH?

12

13 A. No. BellSouth does not charge a disconnection fee of \$29.41.
14 However, BellSouth does charge an ALEC \$19.41 if it is determined
15 that an end user has been switched by that ALEC without that end
16 user's authorization (i.e., "slammed"). This charge is in Section VI,
17 Paragraph F of the Resale Agreement with Supra. In addition to the
18 unauthorized change charge, Supra is billed a "Secondary Service
19 Charge" of \$10.00 for residential service and \$19.00 for Business
20 service. As called for in Section III, Paragraph A, and Exhibit B of the
21 Resale Agreement, these charges are discounted by 21.83% and
22 16.81% for residential and business services, respectively. The
23 "Secondary Service Charge" is defined in A4.1 of the General
24 Subscriber Service Tariff, and "applies per customer request for
25 receiving, recording, and processing of customer requests to change

1 services or add new or additional services.” Supra will also be billed
2 for service, as called for in Section A.2.3.8.A of the General Subscriber
3 Service Tariff, “commencing with the date of installation of the service.”

4

5 Q. BY WHAT AUTHORITY IS BELL SOUTH BILLING SUPRA FOR
6 SERVICES IN ADVANCE?

7

8 A. Section VII, Paragraph E of the Resale Agreement with Supra provides
9 BellSouth the authority to bill for services in advance. This paragraph
10 states the following:

11

12 “The Company will bill Reseller, in advance, charges for
13 all services to be provided during the ensuing billing
14 period except charges associated with service usage,
15 which charges will be billed in arrears. Charges will be
16 calculated on an individual end user account level,
17 including, if applicable, any charges for usage or usage
18 allowances. BellSouth will also bill all charges, including
19 but not limited to 911 and E911 charges,
20 telecommunications relay charges, and franchise fees, to
21 Reseller.”

22

23 Q. HAS SUPRA SUBMITTED PAYMENTS TO BELL SOUTH FOR
24 SERVICES RENDERED IN A TIMELY MANNER AS STATED IN
25 MR. RAMOS’ TESTIMONY ON PAGE 42 LINES 19 AND 20?

1

2 A. No. Supra has a history of paying late and with funds that are not
3 immediately available as called for in the Interconnection
4 Agreement. The following is a record of Supra's payment history:

5

- 6 • On October 13, 1997 Mr. Gonzales of Supra advised that a
7 check for \$100,000 would be mailed that day. This
8 arrangement was not kept.
- 9 • On October 17, 1997, Mr. Ramos called and made
10 arrangements to Federal Express \$125,000 on October 17 ,
11 and overnight \$422,777.62 on November 1, 1997. BellSouth
12 received a check for \$128,265.73 on October 20, 1997.
- 13 • On October 31, 1997 Mr. Ramos advised that Supra would
14 send \$150,000 via Federal Express, and the balance of their
15 account on November 5, 1997. BellSouth received a check for
16 \$150,000 on November 5, 1997, but Supra failed to send the
17 balance as promised on November 5, 1997.
- 18 • Mr. Campbell of Supra made the following arrangements on
19 November 11, 1997: Supra would Federal Express \$272,755.43
20 on November 20 , and the balance of \$120,835.43 on
21 December 1, 1997. The payment for \$272,755.43 was not
22 received on the 20th as promised.
- 23 • On November 24, 1997 Mr. Campbell wanted to send \$100,000
24 that day. BellSouth advised Mr. Campbell that if \$272,755.43
25 was not received by November 25, 1997, then BellSouth would,

- 1 as called for in the Interconnection and Resale Agreements,
2 stop processing orders from Supra.
- 3 • On November 25, 1997 Mr. Ramos advised that \$100, 000
4 would be sent that day, \$114,492.99 on December 2, 1997,
5 and \$79,000 on December 5. On December 1st a check for
6 \$100,000 was received, however the arrangements for the 2nd
7 and 5th of December were not kept.
 - 8 • On December 10, 1997, the Local Carrier Service Center
9 ("LCSC") called Mr. Ramos and left a message on his voice
10 mail for him to call BellSouth to make payment arrangements
11 for Supra's account.
 - 12 • A check for \$203,724.39 was received from Supra on
13 December 22, 1997.
 - 14 • On January 12, 1998, the LCSC called Mr. Campbell and left a
15 voice mail message for Supra to contact BellSouth regarding its
16 account.
 - 17 • The LCSC again called Mr. Campbell on January 14, 1998, to
18 make arrangements regarding Supra's account. He advised
19 that we needed to contact another Supra employee named
20 Emanuel about payment arrangements. The LCSC called his
21 number and left a message on his voice mail to call BellSouth to
22 make arrangements on Supra's account.
 - 23 • On January 15, 1998, a letter was sent to Mr. Ramos advising
24 that a payment of \$83,879.68 was needed by January 21, 1998,
25 or BellSouth would stop processing orders for Supra.

- 1 • On January 21, 1998, BellSouth stopped processing orders for
2 Supra. Mr. Ramos called and advised that a check for
3 \$83,860.82 would be sent overnight on the 27th of January.
- 4 • A check for \$79,107.85 was received on January 26, 1998,
5 however, the bank on which the check was drawn advised twice
6 that day, once in the morning and once in the afternoon, that
7 funds were not available. The bank was contacted the next
8 day and advised again that funds were still not available. On
9 January 28, 1998, the bank advised that funds were now
10 available to cover the check. On January 28th at 5:45 PM a
11 check for \$8,299.36 was received.
- 12 • On January 29, 1998 BellSouth resumed processing orders
13 from Supra.
- 14 • On February 18, 1998 the LCSC again attempted to contact Mr.
15 Ramos regarding Supra's account. A message was left on his
16 voice mail. He returned BellSouth's call and advised that he
17 would send a check for \$70,220.93 on February 24th. On the
18 26th of February a check for \$70,138.48 was received but
19 according to the bank, funds were not available to cover the
20 check. The LCSC contacted the bank twice on February 27th to
21 see if funds were available to cover the check. The bank
22 advised that funds were not available. On March 2, 1998 the
23 bank finally advised the check was now good.
- 24 • On the 12th and 13th of March the LCSC called and left a voice
25 mail message for Mr. Ramos regarding Supra's account. On

1 March 16, 1998, the LCSC called Mr. Ramos regarding the
2 amount due of \$136,341.82 of which \$72,519.15 was
3 delinquent. Mr. Ramos advised that he would send \$72,519.15
4 on the 19th of March. This was not received until March 25,
5 1998, the day he filed direct testimony in this docket.

6

7 Q. DID BELL SOUTH HOLD A CHECK IT HAD RECEIVED ON JANUARY
8 26, 1998 SO THAT BELL SOUTH COULD WIN BACK A LARGE
9 CUSTOMER OF SUPRA'S, AS ALLEGED BY MR. RAMOS ON PAGE
10 39 OF HIS TESTIMONY?

11

12 A. Absolutely not. BellSouth did not hold a check it had received from
13 Supra for \$79,107.85 on January 26, 1998 so that BellSouth could win
14 back a large Supra customer as alleged by Mr. Ramos. The reason
15 the check was held was because Supra's bank, First Union Bank of
16 Miami, advised BellSouth that funds were not currently available to
17 cover the check. However, once funds became available, BellSouth
18 began processing orders for Supra. It had nothing to do with a Supra
19 customer.

20

21 Q. DOES BELL SOUTH SEND OUT LETTERS TO CUSTOMERS WHO
22 HAVE SWITCHED THEIR LOCAL SERVICE FROM BELL SOUTH TO
23 ONE OF ITS LOCAL SERVICE COMPETITORS, SUCH AS SUPRA?

24

25

1 A. Yes. BellSouth does send "acknowledgment of switch" letters ,
2 advising customers that their request to switch their local service has
3 been completed. This letter further advises customers that if they did
4 not request to have their local service switched they should call
5 BellSouth, and if they want to return to BellSouth as a customer, we
6 would be glad to have them back. There is nothing "anti-competitive"
7 associated with these letters as Mr. Ramos has charged.

8

9 Q. WHEN DOES BELL SOUTH SEND THE "ACKNOWLEDGMENT OF
10 SWITCH" LETTER?

11

12 A. BellSouth sends out the "acknowledgment of switch" letter after an end
13 user's local service has been switched from BellSouth to an ALEC,
14 such as Supra. However, in June of last year it was discovered the
15 letter was being sent before an end user's service had been
16 disconnected. This error was corrected in August of last year.

17

18 Q. IS SUPRA'S BELIEF THAT BELL SOUTH HAS INAPPROPRIATELY
19 APPLIED SECTIONS A2.3.8A AND A2.3.8B OF THE GENERAL
20 SUBSCRIBER SERVICE TARIFF CORRECT?

21

22 A. No. BellSouth has appropriately applied Sections A2.3.8A and A2.3.8B
23 of the General Subscriber Service Tariff. As I stated in my direct
24 testimony these two sections address the "Initial Service Periods" for
25 "Establishment and Furnishing of Service" and not for advance

1 payment of services as stated in Mr. Ramos' testimony on page 44,
2 lines 14 and 15. However, Section A2.4.3B of the General Subscriber
3 Service Tariff clearly states that services will be billed in advance, and
4 the resale agreement in Section VII, Paragraph E also provides
5 authorization for BellSouth to bill for services in advance

6

7 Q. DOES BELLSOUTH CHARGE SUPRA A DISCONNECTION FEE
8 WHEN A CUSTOMER SWITCHES "TO SUPRA FOR ONLY A FEW
9 DAYS AND THEN" SWITCHES BACK TO BELLSOUTH?

10

11 A. No. BellSouth does not charge for the disconnection of service. There
12 is, however, a charge of \$19.41 that will be and has been previously
13 charged to Supra for switching an end user from BellSouth to Supra
14 without authorization from the end user (i.e., "slammed"). When this
15 happens Supra will not only be billed the charge for slamming the
16 customer, but also the "Secondary Service Charge" which is \$10.00 for
17 residence and \$19.00 for business services, less the appropriate resale
18 discount.

19

20 Q. SHOULD THE COMMISSION REQUIRE BELLSOUTH TO MODIFY
21 ITS TARIFF SO THAT ALECS ARE NOT CHARGED FOR SERVICE
22 IN ADVANCE?

23

24 A. No. The Commission should not require BellSouth to modify its tariff so
25 that ALECs are not charged for service in advance. Allowing ALECs to

1 pay in arrears would put BellSouth at a serious disadvantage. BellSouth
2 would be billing its end-users in advance but allowing ALECs to be
3 billed in arrears. Not only is this discriminatory against consumers but
4 would require BellSouth to modify its billing systems to accommodate
5 the way billing is done for the same service.

6

7 Q. HAS BELL SOUTH CHARGED TWICE FOR THE SAME SERVICE AS
8 ALLEGED BY SUPRA?

9

10 A. No. BellSouth has not charged twice for the same service as alleged
11 by Supra. When BellSouth receives an order from Supra to switch an
12 end-user from BellSouth, BellSouth will render a final bill to the former
13 BellSouth end user. The final bill is necessary so that BellSouth can be
14 paid for any services rendered to the customer before that customer
15 leaves BellSouth. The final bill will also include any adjustments for
16 services that have been billed in advance prior to the service being
17 canceled.

18

19 However, if an end user has been switched without authorization, the
20 end user is reinstated as a BellSouth end user. The end user will be
21 billed in advance for local service beginning on the date the customer is
22 reinstated. Supra will be charged, as called for in A2.3.8A of the
23 General Subscriber Service Tariff, for the initial period if the service is
24 for less than the initial period. Also, in accordance with the resale
25 agreement, Supra will be billed an unauthorized change charge and the

1 non-recurring charge required to switch the end user back to their
2 desired local service company.

3

4 Q. HAVE BELL SOUTH'S CUSTOMER SERVICE REPRESENTATIVES
5 ACTED INAPPROPRIATELY TO INQUIRIES REGARDING SUPRA,
6 AS SUPRA HAS PURPORTED?

7

8 A. No. BellSouth has made it very clear to its retail customer service
9 representatives, as well as to all employees, not to make disparaging
10 remarks or criticize any competitors to end users. In addition to
11 managers meeting with individuals under their supervision, Company
12 newsletters and executive letters are sent out periodically to the
13 employee body (Exhibit PCF-5).

14

15 However, with over 350 signed agreements and inquiries from new
16 entrants wishing to enter the local exchange market being received
17 everyday, there is no way that BellSouth's customer service
18 representatives can be aware of every new ALEC, including Supra,
19 that is operating in the BellSouth region.

20

21 Q. HAS BELL SOUTH ADVISED SUPRA'S CUSTOMERS THAT THEY
22 CAN NOT ADVERTISE IN THE YELLOW PAGES, THAT THEY WILL
23 LOSE ACCESS TO THE INTERNET, OR THAT THEY SHOULD NOT
24 PAY THEIR BILLS?

25

1 A. No. As I have stated in my direct testimony, BellSouth does not advise
2 Supra's, or any other ALEC's, customers that they can't advertise in the
3 yellow pages or will be unable to access the Internet if they choose an
4 ALEC for local service. BellSouth's customer contact personnel also do
5 not inform customers that they don't have to pay their bills from other
6 local service providers, including Supra. If they receive an inquiry from
7 a customer regarding their bill from another entity, they advise the
8 customer to contact the entity that issued the bill.

9
10 If an end user, however, wishes to make a complaint against their local
11 service provider, such as when an end user's service is switched
12 without authorization, then BellSouth's customer contact personnel will
13 advise that end user to contact the appropriate regulatory authority,
14 such as the Federal Communications Commission or a Public Service
15 Commission.

16
17 Q. IS THERE ANY TRUTH TO MR. HAMILTON'S ASSERTION THAT
18 BELL SOUTH'S CUSTOMER CONTACT PERSONNEL "COACH" END
19 USERS TO CONTACT THEIR LOCAL SERVICE PROVIDER TO ASK
20 QUESTIONS, SUCH AS "WHO WILL REPAIR MY PHONE IF IT GOES
21 OUT OF ORDER?"

22
23 A. No. There is no truth to Mr. Hamilton's statement that BellSouth's
24 customer contact personnel have coached end users to contact their
25 local service provider to ask questions, such as "who will repair my

1 phone if it goes out of order.” Furthermore Mr. Hamilton has offered
2 no specifics of when this allegation occurred.

3

4 Q. IS THERE ANY TRUTH TO MR. RAMOS’ ALLEGATION THAT
5 BELLSOUTH HAS TAKEN AN ANTI-COMPETITIVE CAMPAIGN
6 AGAINST SUPRA THAT INCLUDED TARGETING SPECIFIC
7 BUSINESS AND ASSOCIATION CUSTOMERS?

8

9 A. No. BellSouth has not conducted an anti-competitive campaign against
10 Supra, nor has Mr. Ramos offered any details in his testimony as to
11 what this alleged campaign consisted of or when it occurred.

12

13 Q. IS BELLSOUTH A MEMBER OF THE UNITED STATES TELEPHONE
14 ASSOCIATION?

15

16 A. Yes. BellSouth is a member of the United States Telephone
17 Association as Mr. Ramos has stated in his testimony.

18

19 Q. WHAT IS THE UNITED STATES TELEPHONE ASSOCIATION?

20

21 A. The United States Telephone Association is the nation’s only forum for
22 small, mid-size, and large local exchange carriers. It is made up of
23 over 1,200 companies worldwide. This organization provides a
24 common ground where local telephone companies of all sizes can unite
25 to advance the industry’s concerns.

1

2 Q. ARE ANY ALECS MEMBERS OF THE UNITED STATES TELEPHONE
3 ASSOCIATION?

4

5 A. Although I'm not aware of any ALECs that are full members of the
6 association, there are numerous ALECs who are associate members of
7 the organization. Some of these are American Communications
8 Services Inc. (ACSI), TCI Inc., and WiTel now known as WorldCom.

9

10 Q. HAS THE UNITED STATES TELEPHONE ASSOCIATION
11 UNDERTAKEN AN ADVERTISING CAMPAIGN CALLED "CALL THEM
12 ON IT" AS STATED ON PAGE 47 OF MR. RAMOS' TESTIMONY AND
13 ON PAGE 10 OF MR. HAMILTON'S TESTIMONY?

14

15 A. Yes. The United States Telephone Association does have a campaign
16 called "Call Them On It" as both Mr. Ramos and Mr. Hamilton have
17 stated in their testimony. This campaign however, does not target the
18 ALEC industry. It is more an information type campaign for consumers,
19 and is very similar to the campaign conducted by this Commission
20 (Exhibit PCF-6). The purpose of this campaign is to assist consumers
21 in making decisions when selecting a local exchange company. As Mr.
22 Hamilton points out on Page 10, Line 10 of his testimony, the campaign
23 is aimed at long distance companies, not at ALECs as Mr. Hamilton
24 and Mr. Ramos are attempting to lead the Commission to believe. The
25 website for this campaign, *www.callthemonit.com*, is not "full of

1 propaganda designed to discourage consumers from selecting an
2 ALEC for their local telephone service.” What this site consists of is
3 information regarding the Telecommunications Act of 1996, questions
4 consumers should ask when selecting a local exchange carrier,
5 information regarding the investment that local exchange companies
6 make in the network, and the community mindedness of local
7 telephone companies. I find it interesting that Mr. Hamilton points at
8 none of the information on the website as being incorrect or misleading.
9 Instead he labels the information propaganda. Unfortunately, it seems
10 that Mr. Hamilton believes that “good customers are uninformed
11 customers.”

12
13 Q. SHOULD THE COMMISSION STOP BELLSOUTH FROM CHARGING
14 A “SECONDARY SERVICE CHARGE” OF \$19.00, A
15 RECONNECTION CHARGE OF \$29.14, AND ONE MONTH’S
16 SERVICE WHEN A CUSTOMER SWITCHES TO SUPRA AS MR.
17 RAMOS HAS REQUESTED ON PAGE 48, LINES 3-6, OF HIS
18 TESTIMONY?

19
20 A. No. As I have stated previously BellSouth has every right to bill Supra
21 for one month’s service in advance. As defined in A4.1 of the General
22 Subscriber Service Tariff, the “Secondary Service Charge” of \$19.00
23 “applies per customer request for receiving, recording, and processing
24 of customer requests to change services or add new or additional
25 services.” This would include transfers of responsibility, changing from

1 residence to business service and vice versa, rearrangements of drop
2 wires, protectors, and/or network interfaces. etc. Supra is requesting
3 that BellSouth incur the costs of transferring a customer to Supra
4 without being able to recover the costs associated with such transfer.

5

6 Other than the charge of \$19.41 for switching an end user's local
7 service without authorization, I don't know what Mr. Ramos is referring
8 to regarding the \$29.14, "reconnection charge" for switching a
9 customer to Supra.

10

11 Q. SHOULD THE COMMISSION ORDER BELL SOUTH TO PROVIDE
12 DIRECTORY ADVERTISING TO SUPRA OR OTHER ALECS THAT
13 ARE PROVIDING ALTERNATIVE LOCAL EXCHANGE SERVICES?

14

15 A. No. If Supra or any other ALEC wishes to advertise in the directory, all
16 they have to do is contact BellSouth Advertising and Publishing
17 Corporation ("BAPCO"), a subsidiary of BellSouth Corporation. It
18 seems that what Supra is requesting is free advertising.

19

20 There are provisions already in place, of which Supra is already aware,
21 for including Supra's name and contact telephone number in the
22 customer guide of the telephone book, if this is what Mr. Ramos is
23 requesting on page 48 of his direct testimony. BAPCO has already
24 sent a form to Supra that only needs to be filled out and returned so

25

1 that when the next telephone book is published then Supra's name and
2 contact telephone numbers will appear.

3

4 Q. HAS BELLSOUTH ACTED IN AN ANTI-COMPETITIVE AND
5 DISCRIMINATORY MANNER AGAINST SUPRA AS MR. RAMOS
6 CONTENDS ON PAGES 48 AND 49 OF HIS TESTIMONY WHEN HE
7 IS ASKING FOR RELIEF BY THIS COMMISSION?

8

9 A. Absolutely not. BellSouth has not and never will conduct an anti-
10 competitive campaign, or act in a discriminatory manner against Supra
11 or any other ALEC. Mr. Ramos' request that BellSouth acknowledge to
12 customer inquiries that Supra is a certificated local exchange provider
13 is nothing more than an indirect way for Supra to receive free
14 advertising at BellSouth's expense. If a customer does inquire about
15 Supra's certification, then they are advised to contact the Commission
16 to determine the information. BellSouth should not be made to keep a
17 list updated for all customer contact personnel of every certificated local
18 exchange carrier in the BellSouth region.

19

20 If a customer contacts BellSouth about a problem with Supra, then
21 BellSouth has every right to direct the customer to the proper regulatory
22 body to resolve that problem. It is evident that if an end user is
23 contacting BellSouth regarding a problem they are having with Supra,
24 then either Supra would not or could not resolve their difficulty. Why
25 else would a customer contact BellSouth with a problem with Supra?

1 Again, Mr. Ramos has offered no specifics regarding the statement that
2 BellSouth's employees are making derogatory or untrue statements
3 regarding Supra.

4

5 Mr. Ramos' request that the Commission should stop BellSouth from
6 sending out retention letters to customers who have left BellSouth for
7 Supra is preposterous. BellSouth does not currently send out retention
8 letters when a customer switches local service. As I have said before
9 BellSouth sends out an "acknowledgment of switch" letter to customers
10 after their service has been changed to their new local provider.

11

12 However, BellSouth has a right to send "win back" letters to its former
13 customers in the future. There is nothing unethical with a business
14 contacting its former customers and trying to win them back. This is the
15 same tactic used by businesses everywhere. An example of this is
16 when a customer switches their long distance service provider; the
17 former provider contacts its former customer to ask why they left and try
18 to win them back. This is what happens in a competitive environment.
19 It appears from Supra's request that it is afraid to compete for
20 customers in an ethical manner using normal business practices .

21

22 Q. IS SUPRA STILL USING BELLSOUTH'S NAME AND/OR
23 TRADEMARKS WHEN CONTACTING END USERS?

24

25

1 A. Yes. As can be seen in Exhibit OAR-4 of Mr. Ramos' direct testimony,
2 Supra is still using the BellSouth name when corresponding with its end
3 users. Not only is Supra using the name BellSouth but is also making
4 untrue statements by telling their end users that it's BellSouth's fault
5 that Supra can not provide an itemized bill.

6

7 The continued use of the BellSouth name is in direct violation of
8 Supra's commitment that it would cease using the BellSouth name.
9 This commitment was made in an October 6, 1997, letter from Mr. R. J.
10 Campbell, Vice President - Marketing of Supra to BellSouth and is
11 shown in Exhibit PCF-3 of my direct testimony.

12

13 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

14

15 A. Yes.

16

17

18

19

20

21

22

23

24

25

1 Q **(By Ms. White)** Have you prepared a summary
2 of your testimony?

3 A Yes, I have.

4 Q Would you please give that?

5 A Yes. Good afternoon, Commissioners. My
6 testimony in this docket will not only illustrate the
7 efforts that BellSouth Telecommunications has gone
8 through to help Supra be successful in the local
9 exchange market, but also address various allegations
10 raised by Supra's witnesses Mr. Ramos and
11 Mr. Hamilton.

12 Since the initial request to negotiate a
13 agreement, BellSouth has continually worked to provide
14 any assistance necessary, be it classes, documentation
15 or face-to-face meetings in a attempt to assist Supra
16 in understanding the various processes and procedures
17 BellSouth has established for ALECs. I believe the
18 picture that Supra paints in this docket is
19 misleading, to say the least.

20 As explained in my direct and rebuttal
21 testimony, BellSouth has more than met its negotiated
22 agreement obligations with Supra.

23 The training that BellSouth makes available
24 to ALECs includes a wealth of information about
25 BellSouth procedures, and enables ALECs to provide

1 local exchange service on parity with BellSouth.

2 There is a document that is going to be
3 passed out that provides a list of the various classes
4 available to the ALECs.

5 **MS. WHITE:** My helpers are slack on the job
6 today, so -- (Laughter)

7 **COMMISSIONER GARCIA:** It's that former
8 government service. It does that.

9 **MS. WHITE:** I'm telling you. He's just not
10 used to private bureaucracies yet. (Laughter)

11 **A** Further, BellSouth provides ALECs access to
12 additional useful information via its Web site. Supra
13 has taken advantage of some of these training classes
14 and BellSouth has provided some of the training, as
15 stated previously, for free.

16 Although Supra's witnesses, Mr. Ramos and
17 Mr. Hamilton, claim that BellSouth employees have
18 acted in an anticompetitive nature, and/or made
19 derogatory comments to Supra's customers when they've
20 contacted BellSouth for whatever reason, Supra has not
21 provided any specifics for the allegations in order to
22 support such claims.

23 I wanted to express that BellSouth makes it
24 very clear to its retail customer service
25 representatives, as well as to all employees, not to

1 act in such a manner, or make disparaging remarks
2 about any competitor to end users. Any employee
3 acting in that manner will be disciplined up to, and
4 including, termination.

5 In summary, BellSouth has more than complied
6 with the requirements within the negotiated agreements
7 with Supra. Even though Supra has continually
8 disregarded the payment requirements within the
9 negotiated agreements, BellSouth has continued to
10 assist Supra in its efforts to get into the local
11 exchange market. Thank you.

12 MS. WHITE: I would like to have this
13 brochure identified as an exhibit.

14 COMMISSIONER DEASON: It will be identified
15 as Exhibit 15.

16 (Exhibit 15 marked for identification.)

17 MS. WHITE: Mr. Finlen is available for
18 cross examination.

19 COMMISSIONER DEASON: Ms. Summerlin.

20 CROSS EXAMINATION

21 BY MS. SUMMERLIN:

22 Q Good afternoon -- actually Good Noon, Mr.
23 Finlen.

24 Do you remember the day that I took your
25 deposition?

1 A Yes, I do.

2 Q -- on April 22nd? And I asked you a little
3 bit about what personal experience you had had with
4 Supra. Can you give us some idea right now of exactly
5 what conversations you had with Mr. Ramos from Supra?

6 A Mr. Ramos and I -- I first talked to
7 Mr. Ramos either on the 17th or the 20th of October.
8 We had sent him a standard BellSouth Interconnection
9 Agreement. On the 20th Mr. Ramos signed and executed
10 that agreement. October the 17th was a Friday. We
11 overnighted the agreement to him. He signed it on
12 that following Monday. And he overnighted it to us on
13 October the 21st. And what was surprising is the
14 agreement didn't even have the name "Supra" in it.

15 **MS. SUMMERLIN:** Commissioners, this issue
16 has been stricken.

17 Q What I was asking was simply the dates that
18 you actually talked to Mr. Ramos. That's what I was
19 asking you.

20 A It was in the latter part of October.
21 Between the 17th and the -- I would say the 27th of
22 October were the dates that we discussed, that I spoke
23 directly with him. Probably a couple of times in the
24 November time frame, and then also in January.

25 Q So you basically had about three or four

1 conversations; is that right?

2 **A** I would probably say five or six. Less than
3 ten.

4 **Q** Okay. Did you have any personal interaction
5 with anything that went on with Supra other than those
6 conversations?

7 **A** No.

8 **Q** Are you personally aware of exactly how the
9 customer service representatives are treating Supra?

10 **A** If you are asking have I sat down next to a
11 service representative and listened to their
12 conversation when they are talking to Supra, the
13 answer would be no. However, I've talked to numerous
14 individuals within BellSouth, subject matter experts,
15 people who I used to work with, and how they treat
16 ALECs when they are contacted by customers, and also
17 interaction between ALECs and BellSouth.

18 **Q** Mr. Finlen, have you presented any kind of
19 assessment that BellSouth has made of the kinds of
20 interactions that the customer service representatives
21 have when customers from another company, like Supra,
22 call in?

23 **A** Are you looking for something like a
24 statistical analysis of how many proper -- that the
25 customer was treated correctly or something along that

1 line?

2 Q Any kind of evidence that BellSouth has,
3 that they have monitored any of those kinds of
4 conversations?

5 A I know for a fact, from previous experiences
6 at BellSouth when I was a service representative, does
7 monitor and observe on its service representatives.
8 And if a service representative is making disparaging
9 remarks to a customer, or about a competitor, then
10 that service representative is either -- some action
11 is taken and that action could be disciplinary action
12 up to including termination.

13 Q Are you referring to a specific report or
14 assessment that's been made in this last year?

15 A I'm afraid I don't understand your question.

16 Q What I'm asking is, I understand that you're
17 saying that in general it's your understanding that
18 BellSouth checks on what goes on with customer service
19 representatives. What I'm asking you is, are you
20 presenting anything today that documents that
21 BellSouth has monitored contacts with BellSouth
22 customer service representatives and individuals
23 calling into the company from ALECs or anybody else?

24 A No. I've not presented any documentation to
25 substantiate that.

1 Q Okay. What's the role you have in terms of
2 your relationship with Supra? What is your exact
3 duties? What are your exact duties?

4 A My exact duties were to negotiate the
5 Interconnection Agreement with Supra. And that took
6 place in October of 1997.

7 Q Did you have any ongoing responsibilities
8 related to Supra?

9 A In my job I also have responsibility for
10 compliance, contract compliance issues. If a
11 customer, when they negotiate their contract, wants to
12 receive their -- say wants to -- a different type of
13 performance measurement, or they want to receive their
14 bill in a different format than what is normally done,
15 such as sending overnight express as opposed to
16 U. S. Mail, then I ensure that those requirements are
17 met and are implemented.

18 Q Is that something that is related to the
19 negotiation of the agreement?

20 A No. It's just in addition to my other
21 responsibilities of negotiating interconnection
22 agreements.

23 Q So did you do any of that kind of activity
24 with Supra?

25 A No. Supra did not -- their agreement was

1 the standard agreement. There was no changes.

2 Mr. Ramos did not ask for any changes.

3 Q What I'm asking is did you do any kind of
4 activity subsequent to having the discussions about
5 actually signing that particular agreement?

6 A No.

7 Q Okay. On page -- let's see here, let me
8 point you to the right page here. In your rebuttal
9 testimony, I think it's Page 6 of your rebuttal
10 testimony, Lines 2 through 7, you have a question
11 where you have said "Has BellSouth acted
12 inappropriately as alleged by Supra in its billing of
13 charges to Supra?" And your response is "Absolutely
14 not."

15 Can you tell me what you base that
16 information on, for your response?

17 A BellSouth has not acted inappropriately nor
18 anticompetitively in billing charges to Supra. We
19 have billed exactly what is called for in the
20 agreement. I forget exactly what I was responding to
21 in Mr. Ramos's direct testimony at that time. But the
22 billing that we have provided to Supra is correct
23 according to the tariff and the agreement.

24 Q How do you know that?

25 A Based on conversations I have had with the

1 Collections Department at the LCSC. I've spoken with
2 subject matter experts and the staff there. And I do
3 not believe that BellSouth has acted inappropriate in
4 its billings to Supra.

5 Q So your basis is not any personal knowledge
6 that you have; is that correct?

7 A Is based on --

8 Q Yes or no, please.

9 A No, it's not based on any personal
10 knowledge. It's based on conversations I have had
11 with numerous people within BellSouth regarding the
12 billing of Supra.

13 Q Did you have anything to do with the
14 disputes that Supra raised with BellSouth about its
15 billing?

16 A Did I have anything --

17 Q Were you involved in investigating
18 whether -- the problems that Supra raised about its
19 billing --

20 A No.

21 Q -- with BellSouth? So you have simply gone
22 and spoken to other people who may have had something
23 to do with that?

24 A That is correct.

25 Q Do you know why those people were not

1 produced today to testify?

2 A No, I do not.

3 Q Okay. Do you remember -- do you have your
4 deposition transcript there?

5 A Yes, I do.

6 Q Can you look at Page 17. Lines -- actually
7 let's start at Line 6. Actually let me move you on
8 down.

9 In this series of questions I had asked you
10 about your knowledge about the billing issues and the
11 billing disputes. And on Page 17 you basically state,
12 on Line 14 there, that your basis for your feelings
13 about what happened with Supra were based on your
14 belief; is that correct?

15 A That's what I said on -- I believe, it's the
16 22nd this was taken.

17 Q Okay.

18 A However, since this was taken I've gone back
19 and spoken to numerous people regarding the billing
20 and it's not only my belief, but it's based on all of
21 those conversations, that the billing is appropriate.

22 Q But it's not based on any personal
23 knowledge?

24 A No, it is not based on any personal
25 knowledge. But however --

1 **COMMISSIONER GARCIA:** What exactly are you
2 looking for when you ask personal knowledge?

3 **MS. SUMMERLIN:** I'm asking for whether or
4 not Mr. Finlen was involved in any of the activities
5 that related to these billing disputes. In other
6 words, whether he had any responsibilities in
7 investigating the billing disputes or any of those
8 types of activities. And he's responded what he's
9 done is he's talked to other people.

10 **Q** Mr. Finlen, is it true that the rest of your
11 testimony is on that same basis; from talking to other
12 people in the company?

13 **A** Yes, it is. I've talk to numerous people in
14 various departments throughout the company regarding a
15 lot of these issues, because I was trying to address
16 the disputes and the allegations that Supra has raised
17 in this complaint here.

18 **Q** Mr. Finlen, you responded to Supra's First
19 Set of Interrogatories, Item No. 29. Do you know
20 that? Are you aware that you responded to that?

21 **A** I'll have to look at that.

22 **Q** Okay. I don't have copies -- you don't have
23 a set of your interrogatory responses, do you?

24 **A** Yes, I do.

25 **Q** Good.

1 A Which one was that again?

2 Q It was Item 29, Page 1 of 1. Do you have
3 that?

4 A Yes, I have that.

5 Q Okay. Now, this request was "Are BellSouth
6 service representatives and other employees who have
7 contact with the public and customers informed when
8 BellSouth begins operation under a contractual
9 agreement with a reseller, such as Supra
10 Telecommunications and Information Systems? If so,
11 how are these employees informed and what specifically
12 are they told to say to customer inquiries in various
13 circumstances?" Your response, and I think it would
14 only be fair to read your response, "BellSouth
15 customer service representatives are not informed when
16 BellSouth begins operation under a contractual
17 agreement with a reseller.

18 "The consumer representatives do not handle
19 inquiries from ALEC customers and would not have a
20 need to know of such Resale Agreement. They would
21 simply advise the customer to contact the local
22 service provider if a customer calls to inquire about
23 a specific ALEC.

24 "Although BellSouth does not inform its
25 customers each time it signs a resale agreement with

1 an ALEC. Such agreements are often reported by the
2 news media."

3 Based on that response, is it BellSouth's
4 position that it is not appropriate for BellSouth to
5 acknowledge the fact that it has an contractual
6 relationship with another competitor in a resale
7 arrangement?

8 A It's not proper for the consumer service
9 representative to have knowledge of that or to know
10 about it.

11 Q Why not?

12 A Well, first of all, it's the -- as BellSouth
13 is now split up into customer operations units, the
14 competitor of Supra would be the BellSouth Consumer
15 Services, which the representative would be an
16 employee of.

17 Also, with over 300 agreements in place now
18 it's very difficult to notify every employee that XYZ
19 Company has entered into an agreement. It's almost
20 impossible to keep up with them.

21 And if they are published within the
22 newspapers -- I know at least in Atlanta they are,
23 when they are -- an agreement has been reached and is
24 filed with the Commission, it's public knowledge and
25 placed in the Atlanta Constitution.

1 Q So am I correct that if a customer or an
2 individual calls BellSouth and they say, "I've heard
3 of a company named Supra." BellSouth would say, "We
4 can't tell you a thing about them. You need to call
5 somebody else."

6 A You need to call Supra if you want to talk
7 about service from Supra.

8 Q Although BellSouth has a relationship
9 whereby BellSouth is providing these services -- is
10 allowing Supra to pay for the resale of its service;
11 is that correct?

12 A We are providing Supra with services that
13 they can resell to their end users or consumers, just
14 as BellSouth sells services, those same type services
15 to its consumers. It's the same thing.

16 If a customer calls BellSouth and wants to
17 establish service, we establish that service. If they
18 call Supra through some media advertising or maybe
19 they are doing some comparison shopping, they would
20 call Supra and then Supra would be their local service
21 provider. It would have nothing to do with BellSouth.
22 It's kind of -- just two different entities.

23 Q You don't believe that the fact that this is
24 a company that is a reseller of BellSouth's services,
25 and, therefore, has a relationship with this company,

1 that BellSouth does not have any kind of obligation to
2 acknowledge that this company is a certificated ALEC
3 in the state of Florida, and that BellSouth knows
4 about its existence? Not necessarily to sell its
5 services but to simply acknowledge that it does have a
6 certificate in the state of Florida and it does exist
7 in Florida as an ALEC?

8 **A** No, I do not believe that BellSouth
9 customer, consumer service representatives need to
10 know that Supra is a certificated reseller of
11 BellSouth services within the state of Florida. Supra
12 is one of their competitors.

13 **COMMISSIONER GARCIA:** BellSouth is also
14 selling its services to Supra, so BellSouth is also a
15 customer of Supra's?

16 **WITNESS FINLEN:** Exactly. That's part of
17 the problem: Who should be making an acknowledgement.

18 **COMMISSIONER GARCIA:** But you would never
19 consider doing that to, say, AT&T. Someone would call
20 up a BellSouth representative and you wouldn't say,
21 "Well, I haven't heard of AT&T. I don't know who AT&T
22 is." And you deny their existence.

23 **WITNESS FINLEN:** No, you wouldn't do that
24 because it's hard to deny AT&T's existence with the
25 media advertising --

1 **COMMISSIONER GARCIA:** I would assume that
2 Supra spent millions of dollars, it's kind of hard to
3 deny their existence when you've entered an agreement
4 with them, when they are paying you for the services
5 that your company renders to them. It would only seem
6 logical that they are your client, which they are to
7 some degree, whether you like it or not, by order of
8 this Commission, by the rules that govern this, that
9 you would at least acknowledge their existence,
10 wouldn't you?

11 **WITNESS FINLEN:** If the customer service
12 representative knew about them? I'm sure they would
13 acknowledge it. But they don't know about them. They
14 are not informed of every ALEC that we sign a contract
15 with. We don't provide all of that information
16 downstream.

17 **COMMISSIONER GARCIA:** Don't you think that
18 puts Supra in a very disadvantaged position? I mean I
19 understand that AT&T can't be denied because it's
20 like -- you're right, like denying the sun every
21 morning. They are in everything. Similarly, we can't
22 deny that Southern Bell exists. And I'm sure Supra
23 doesn't deny you exist. In fact, it may have, by some
24 of what we've seen, appropriated some of BellSouth's
25 good name and goodwill. But the question here is

1 don't you think it puts Supra in a sort of untenable
2 position? Here's this small company who is trying to
3 enter a market, which by order, by federal law, by
4 state law, by orders of this Commission, by rules of
5 this Commission, by an agreement that they signed with
6 you, they are entering a market which you pretty much
7 completely control, until recently -- don't you think
8 it puts them at a disadvantage when someone comes to a
9 trusted name like BellSouth, who is, for all intents
10 and purposes, a client of Supra at that time, that
11 your representative would at least be able to
12 acknowledge their existence?

13 **WITNESS FINLEN:** No, I don't believe it
14 really puts them at a disadvantage. I realize
15 probably their marketing and advertising and putting
16 their name out to the public, they are probably at a
17 disadvantage there based on the size, and the
18 long-term relationship that BellSouth had with its
19 consumers over the years. That's a fact of life.
20 Like AT&T or MCI. We all do a lot of advertising.
21 Media, print advertising.

22 If a customer calls BellSouth and asks -- as
23 a former service representative, if they called and
24 said have you ever heard of -- a small long distance
25 company, I would have -- when I was a service rep I

1 would have had to say no, I have not heard of them.
2 Just had not had that information.

3 So some of the long distance companies,
4 small long distance companies --

5 **COMMISSIONER GARCIA:** I'll give you another
6 example where I'm certain you wouldn't deny it.

7 If you are someone's local service
8 provider -- and we've gone across the state and
9 witnessed this -- you're a BellSouth customer
10 representative and I happen to be Joe Garcia Long
11 Distance Company, and you're billing for me because
12 you're charging me to do that. In essence, I'm a
13 client. At no point would your service representative
14 say "I've never heard of Joe Garcia Long Distance."
15 You'd say, "They are on your bill. It must be true.
16 You've got to pay us." We may leave it in dispute if
17 you want to dispute it, but you're still going to
18 charge that up. You're still going to collect that
19 money. And you're not going to certainly say, "I've
20 never heard of Joe Garcia Phone Service." Because if
21 it appears on your bill, you know that I exist. You
22 clearly know that some procedure in the corporation
23 makes my existence such that you can bill for me. So
24 as a customer service rep you would immediately lend
25 some credence to my existence because you know it's on

1 the bill.

2 WITNESS FINLEN: Yes.

3 COMMISSIONER GARCIA: And you don't think
4 that -- at least on a minimal level, when your -- for
5 all purposes, the relationship is relatively similar
6 to your company, shouldn't they be at least accorded
7 the acknowledgement of their existence?

8 WITNESS FINLEN: If the customer service
9 representative knows about Supra, yes. They could
10 say, "Yes, I've heard of Supra." But we don't pass
11 that information out.

12 COMMISSIONER GARCIA: I'm sorry,
13 Ms. Summerlin. Go ahead.

14 Q (By Ms. Summerlin) Mr. Finlen, who decides
15 whether the customer service representative knows
16 about any particular company?

17 A I wouldn't know. You're talking about like
18 a customer representative -- what information is
19 provided to them.

20 Q I guess what I'm asking is who makes the
21 decision whether or not to make sure that those
22 customer service reps know about other certificated
23 ALECs?

24 A I wouldn't know who that would be.

25 Q It's BellSouth, isn't it?

1 **A** Well, yeah, it would be somebody in
2 BellSouth.

3 **Q** Yeah. That's what I'm trying to say.

4 I have one piece of paper here that's out of
5 a training manual that was provided to us just a
6 couple of days ago, and we've not got the whole
7 manual; we don't have all of the copies. But I want
8 to give you an opportunity to look at this. I'm going
9 to show it to you first.

10 **COMMISSIONER GARCIA:** You might want to give
11 their counsel an opportunity to look at it.

12 **MS. WHITE:** That would be nice.

13 (Hands document to counsel.) I don't have
14 a problem with her using it. It's an proprietary
15 document provided to Supra, and as long as it's
16 treated confidentially in the hearing as per the
17 Commission's rules, that's fine.

18 **MS. SUMMERLIN:** Commissioners, I am not
19 aware of it being provided under any kind of
20 protective agreement. I was told that it was not
21 confidential. That was my understanding.

22 **MS. WHITE:** Wasn't this given in response to
23 a POD request?

24 **MS. SUMMERLIN:** Yeah. But I was not told
25 that this particular manual was proprietary. It was

1 not provided in the confidential setting. It was not
2 labeled as confidential in any way. It was just
3 provided to Mr. Ramos. It's simply a manual. It's
4 not --

5 **MS. WHITE:** It was a manual that was
6 developed at BellSouth's expense. If it's released to
7 the public, then the public has this manual and other
8 companies can use this manual. It's cost BellSouth
9 money to develop. And they don't have to expend that
10 money. So it's proprietary to BellSouth. In response
11 to the Production of Documents request there were
12 several documents --

13 **CHAIRMAN DEASON:** We're not going to decide
14 today whether it is, in fact, proprietary or not, so
15 we don't get need to get into that argument. The
16 question as whether it has been claimed to be
17 proprietary, and whether Ms. Summerlin was so
18 notified. And what we're going to do is recess for
19 lunch. You all can work this problem out. If you
20 have time to work that out and eat lunch, more power
21 to you, but we're only taking a half hour for lunch.
22 We'll reconvene at 1:00.

23 (Thereupon, a lunch recess was taken from
24 12:30 p.m. to 1:00 p.m.)

25 - - - -

1 **COMMISSIONER DEASON:** We'll reconvene.

2 Ms. Summerlin.

3 **MS. SUMMERLIN:** Yes, Commissioner Deason.

4 We were just looking at an exhibit right
5 before the break. And I think Ms. White and I have
6 clarified that it's okay to use it without it being --

7 **MS. WHITE:** Yes. I made a big error, and I
8 apologize for that.

9 **MS. SUMMERLIN:** Or a little error.

10 **COMMISSIONER DEASON:** Very well. Let's go
11 forward.

12 **MS. SUMMERLIN:** I have two copies of this
13 and I want to give Mr. Finlen one copy to look at.

14 (Hands document to witness.)

15 This is out of a manual that was provided to
16 us by BellSouth. And it is a training manual, I
17 think, and this particular page talks about "Lesson
18 Eight Overview and Objectives." Have you ever seen
19 this document, Mr. Finlen?

20 **A** No. This is the first time.

21 **Q** Do you recognize this as being a BellSouth
22 document?

23 **A** It says "BellSouth "down at the bottom, yes.

24 **Q** Okay. Before the break we were talking
25 about the obligation, or possible idea, that BellSouth

1 should be willing to have its customer service
2 representatives acknowledge the existence of an ALEC
3 as a certificated entity. I'm trying to bring us back
4 to what we were talking about. And you were of the
5 position that this is not something that BellSouth
6 should be required to do; is that right?

7 A On a cold call.

8 Q Well, on a call into the customer service
9 representative?

10 A Yes.

11 Q From anybody, theoretically?

12 A Yes.

13 Q In line with that, we were talking about
14 what BellSouth's position was about being able to get
15 the information to the customer service rep so that
16 they would know, you know, who the other carriers were
17 and that might be a problem for BellSouth to provide
18 that information.

19 This document, if you will look, the top of
20 this document talks about "This lesson will focus on
21 negotiating a long distance carrier with your
22 customer." In other words, it's training a customer
23 service representative, apparently.

24 A Yes.

25 Q "All new customers are given a chance to

1 select a long distance company to handle long distance
2 calls which go outside their home calling zone. You
3 will also learn how to handle a customer that does not
4 want to have a long distance carrier, or perhaps is
5 undecided at this time. Because of our contractual
6 responsibilities with these carriers, it is important
7 to understand which carriers to offer and any
8 necessary disclosures."

9 Would you interpret that language as meaning
10 that BellSouth would consider its contractual
11 obligations with long distance companies to require
12 BellSouth to be willing to acknowledge their existence
13 to people that call in?

14 **A** Yes. We have to -- when a customer calls
15 in, or normally when they are establishing new
16 service, one of the questions is "What long distance
17 company do you wish to use? AT&T?" And then there's
18 a list that comes -- it's provide.

19 And the customer at that time can select a
20 long distance company for their interLATA traffic.
21 And, of course, we're not in that business yet. So
22 it's a difference between an ALEC and a long distance
23 company.

24 **Q** Is there a problem in providing that kind of
25 information so that you can carry out what this lesson

1 seems to say will be required?

2 A What do you mean by a problem?

3 Q What I'm saying is this implies that the
4 customer service representative would have the
5 information; is that right?

6 A Yes. They do have that information.

7 Q Okay. How is it possible to keep track of
8 all of the people that are certificated as long
9 distance carriers so that you can carry on this kind
10 of obligation?

11 A How does the service rep -- the list is
12 electronic.

13 Q It's an electronic list.

14 A My understanding is it's electronic, yes.

15 Q Is that same type of electronic connection
16 to the customer representative something that could be
17 provided for ALECs that are certificated?

18 A I don't know.

19 Q Do you have --

20 A I don't know if it could or could not.

21 Q You don't have any reason to think that
22 there would be some fundamental reason why you
23 couldn't do that?

24 A No.

25 Q It's just a decision of the company whether

1 to do it or not?

2 **A** That is correct.

3 **Q** Okay.

4 **MS. SUMMERLIN:** Thank you. I would like to
5 identify this page as an exhibit. It would be -- I
6 believe the next exhibit would be 16.

7 **COMMISSIONER DEASON:** Yes, 16.

8 (Exhibit 16 marked for identification.)

9 **MS. SUMMERLIN:** It will be Lesson Eight
10 Overview and Objectives. It says Lesson Eight-3 at
11 the bottom.

12 **MS. KEATING:** Commissioner Deason, I'd like
13 to ask Ms. Summerlin if she would please provide Staff
14 with a copy of that.

15 **MS. SUMMERLIN:** Would you like to get a copy
16 made? I'll bring one later but --

17 **COMMISSIONER DEASON:** You need to have one
18 provided to the court reporter as well.

19 **MS. SUMMERLIN:** Yes. Commissioners, I would
20 like to also identify Mr. Finlen's deposition
21 transcript as an exhibit, which would be Exhibit 17, I
22 guess.

23 **COMMISSIONER DEASON:** It would be identified
24 as 17. Do you have copies of that?

25 (Exhibit 17 marked for identification.)

1 **MS. SUMMERLIN:** We do have copies of the
2 deposition transcript. We will pass them around.

3 I would like to identify an exhibit of
4 BellSouth's Responses to Supra's Set of
5 Interrogatories and Request for Production of
6 Documents that was provided by BellSouth. I assume
7 that Mr. Finlen would be an appropriate person to
8 sponsor this.

9 **MS. WHITE:** That's fine.

10 **MS. SUMMERLIN:** That would be Exhibit 18.

11 **COMMISSIONER DEASON:** Exhibit 18.

12 (Exhibit 18 marked for identification.)

13 **MS. SUMMERLIN:** I believe that's all the
14 questions I would have. I would ask to have the
15 exhibits moved into the record.

16 **COMMISSIONER DEASON:** We'll move exhibits
17 after Staff's cross examination.

18 **MS. SUMMERLIN:** I'm sorry. Yes.

19 **MS. KEATING:** Thank you, Commissioner.

20 **CROSS EXAMINATION**

21 **BY MS. KEATING:**

22 **Q** Mr. Finlen, I've just got a couple of
23 questions. I'm looking at your summary exhibit, which
24 is the registration form.

25 **A** Oh, yes.

1 Q For the CLEC training?

2 A Uh-huh.

3 Q And I'm looking on the registration page,
4 and there are 12 classes identified here. And for the
5 first four I notice that it says beneath each one
6 "Each CLEC receives one free seat per year."

7 A The CLEC basics says "Each CLEC receives one
8 free seat in the CLEC basic training class." Yeah.
9 Then the other one says per year.

10 Q So for the remaining eight classes, starting
11 with unbundled network elements, are there no free
12 seats available? Does it seem like you have to pay
13 for each person that attends those classes?

14 A Yes.

15 Q Can you tell me beyond these classes that
16 are listed in this registration form, is there any
17 other supplemental training or additional information
18 that's available to Supra that might help them
19 specifically with the ordering and billing problems
20 that they've indicated?

21 A There's a lot of information on the World
22 Wide -- on the BellSouth Home Page for Interconnection
23 Services, www.BellSouth.com/interconnection, and it
24 has guides for OSS. It has billing information. It
25 has tariff notifications. I don't have all of it, but

1 it's a lot of information.

2 Q When a CLEC personnel attends one of the
3 BellSouth training classes, do you also let them know
4 during those classes that there are other avenues for
5 them to gain additional information, such as on your
6 Web site?

7 A Yes.

8 Q Thank you.

9 MS. KEATING: Those are all the questions
10 Staff has.

11 COMMISSIONER DEASON: Redirect?

12 MS. WHITE: You just have a few.

13 REDIRECT EXAMINATION

14 BY MS. WHITE:

15 Q Mr. Finlen, part of the purpose of your
16 testimony is to present BellSouth policy; is it not?

17 A That is correct.

18 Q And you're personally familiar with the
19 contracts that Supra entered into with BellSouth?

20 A Yes, I am.

21 Q Do you know whether there are
22 facilities-based ALECs in Florida as well as reseller
23 ALECs?

24 A Yes, there are.

25 Q And a consumer-customer service

1 representative deals with the retail customer?

2 **A** That is correct.

3 **Q** Does the customer service representative
4 have the ability to distinguish between ALECs who are
5 resellers and ALECs who are facility based?

6 **A** If a customer calls in -- let me just kind
7 of explain what happens, is a customer calls into the
8 business office, and the first thing the service
9 representative does is ask for the customer's
10 telephone number. This customer service
11 representative will type a telephone number in and
12 then the customer's records, or screen, will come up
13 and the record on that screen will be the customer's
14 telephone number, their name, and what type, you know,
15 what the bill is, and just some various other
16 information.

17 So if a customer calls in and it's, say,
18 Supra's or XYZ telephone number, they'll type the name
19 in. And then the customer service representative
20 would see the name "Supra" and then say, "Well, you're
21 not a BellSouth customer. You are a -- you're with
22 Supra." Then they would tell them to call Supra
23 Telecommunications if that's what they were calling
24 about. So in that way they kind of acknowledge that
25 they are there. But if a customer calls in and just

1 asks, "Do you know -- " I guess, with all of the
2 number of IXCs, payphone providers, ALECs, all of
3 that, the customer just automatically called in and
4 said, "Do you know XYZ Company?" Then they might not
5 know that.

6 Q Do you know how many companies are
7 certificated by this Commission as ALECs?

8 A As ALECs? It's well over hundred, I
9 believe.

10 Q Okay. Do you know if companies are required
11 to be certificated as ALECs in Florida before signing
12 an agreement with BellSouth?

13 A Before signing an agreement? No, they do
14 not have to be certificated before they sign the
15 agreement. They do have to be certificated, however,
16 to begin operations.

17 MS. WHITE: Thank you. I have nothing
18 further.

19 COMMISSIONER DEASON: Exhibits.

20 MS. WHITE: BellSouth moves Exhibits 13, 14
21 and 15.

22 COMMISSIONER DEASON: Without objection 13,
23 14 and 15 are admitted.

24 MS. SUMMERLIN: Supra moves -- which ones
25 did you just do?

1 **COMMISSIONER DEASON:** We did 13, 14 and 15.

2 I believe you introduced --

3 **MS. SUMMERLIN:** 16, 17 and 18.

4 **COMMISSIONER DEASON:** Without objection, 16,
5 17 and 18 are admitted. Thank you, Mr. Finlen.

6 (Exhibits 13 through 18 received in
7 evidence.)

8 **MS. WHITE:** May Mr. Finlen be excused?

9 **COMMISSIONER DEASON:** Yes, he may.

10 (Witness fine Lynn excused.)

11 **MS. WHITE:** BellSouth calls Keith Milner.

12 **MS. SUMMERLIN:** Commissioners, before we go
13 with Mr. Milner, I would like to go ahead and
14 introduce the deposition transcripts of the other
15 BellSouth employees that were deposed for this
16 proceeding. My understanding is that both BellSouth
17 and the Staff have stipulated that that would be an
18 okay thing to do.

19 The reason I want to do that is I may want
20 to refer to some of those deposition transcripts in
21 cross examination of Mr. Milner and other individuals.

22 **COMMISSIONER DEASON:** Okay. Let's go ahead
23 and identify those.

24 **MS. SUMMERLIN:** Okay. We have deposition
25 exhibits for -- well, just take a them in any order.

1 I don't think it will make any difference.

2 J. C. Bledsoe.

3 COMMISSIONER DEASON: Are you going to be
4 handing these out?

5 MS. SUMMERLIN: We have copies of these and
6 we'll bring them around right now.

7 COMMISSIONER DEASON: Bledsoe.
8 B-L-E-D-S-O-E?

9 MS. SUMMERLIN: Yes.

10 COMMISSIONER DEASON: Is this a deposition
11 or is this exhibits or both?

12 MS. SUMMERLIN: It's just a transcript of
13 the deposition.

14 COMMISSIONER DEASON: That would be
15 identified as Exhibit 19.

16 (Exhibit 19 marked for identification.)

17 MS. SUMMERLIN: Then we have a deposition
18 transcript for Stanley Sansing.

19 COMMISSIONER DEASON: You'll need to spell
20 that for me, please.

21 MS. SUMMERLIN: S-A-N-S-I-N-G.

22 COMMISSIONER DEASON: That will be
23 identified as Exhibit 20.

24 (Exhibit 20 marked for identification.)

25 MS. SUMMERLIN: And then we have Cynthia

1 Arrington.

2 COMMISSIONER DEASON: Is that Arrington with
3 an "A?".

4 MS. SUMMERLIN: A-R-R-I-N-G-T-O-N.

5 COMMISSIONER DEASON: That will be
6 Exhibit 21.

7 (Exhibit 21 marked for identification.)

8 MS. SUMMERLIN: Okay. We have a deposition
9 transcript for Teresa Gentry.

10 COMMISSIONER DEASON: That will be
11 Exhibit 22.

12 (Exhibit 22 marked for identification.)

13 MS. SUMMERLIN: We have a deposition for
14 J-U-A-N. And then C-O-R-D-O-B-E-S.

15 COMMISSIONER DEASON: Sorry. Could you
16 spell that last name again, please.

17 MS. SUMMERLIN: C-O-R-D-O-B-E-S.

18 COMMISSIONER DEASON: That will be Exhibit
19 23.

20 (Exhibit 23 marked for identification.)

21 MS. SUMMERLIN: Then we have a deposition
22 transcript for Stephanie Hurt.

23 COMMISSIONER DEASON: Could you spell the
24 last name, please?

25 MS. SUMMERLIN: H-U-R-T. Okay.

1 **COMMISSIONER DEASON:** That will be Exhibit
2 24.

3 (Exhibit 24 marked for identification.)

4 **MS. SUMMERLIN:** If you'll give me a second,
5 I'll make sure I have them all.

6 **MS. KEATING:** Commissioner Deason, while
7 Ms. Summerlin is looking for her exhibit, could I also
8 ask that Supra to provide us with a copy of
9 Exhibit 18, which was BellSouth's Responses to Supra's
10 Interrogatories.

11 **MS. SUMMERLIN:** Yes. We can produce that.
12 We have a deposition transcript for Wayne Carnes.

13 **COMMISSIONER DEASON:** That will be
14 Exhibit 25.

15 (Exhibit 25 marked for identification.)

16 **MS. SUMMERLIN:** And then we have a
17 deposition exhibit for a Raul Mendoza. R-A-U-L
18 M-E-N-D-O-Z-A.

19 **COMMISSIONER DEASON:** That would be
20 Exhibit 26.

21 (Exhibit 26 marked for identification.)

22 **MS. SUMMERLIN:** I think that's all. But if
23 you give me one second, I'll confirm it. (Pause)

24 Deposition transcript of Ron Owen.

25 **COMMISSIONER DEASON:** That will be

1 Exhibit 27.

2 (Exhibit 27 marked for identification.)

3 MS. SUMMERLIN: I think that's it,

4 Commissioners.

5 COMMISSIONER DEASON: We'll proceed then
6 with the introduction of Mr. Milner. When you have
7 your exhibits prepared, just pass them around.

8 - - - - -

9 W. KEITH MILNER

10 was called as a witness on behalf of BellSouth
11 Telecommunications, Inc. and, having been duly sworn,
12 testified as follows:

13 DIRECT EXAMINATION

14 BY MS. WHITE:

15 Q Mr. Milner, would you please state your full
16 name and address for the record?

17 A Yes. My name is Keith Milner. My business
18 address is 675 West Peachtree Street, Atlanta,
19 Georgia.

20 Q By whom are you employed?

21 A I'm employed by BellSouth
22 Telecommunications, Incorporated.

23 Q Have you previously caused to be prepared
24 and prefiled in this case direct testimony consisting
25 of 11 pages?

1 A Yes, I did.

2 Q Do you have any additions or corrections to
3 make to that direct testimony?

4 A No, I do not.

5 Q If I were to ask you the same questions that
6 are posed to your direct testimony, would your answers
7 be the same?

8 A Yes, they would.

9 MS. WHITE: I'd like to have the direct
10 testimony of Mr. Milner inserted into the record as
11 though read.

12 COMMISSIONER DEASON: Without objection it
13 will be so inserted.

14 Q (By Ms. White) And there were no exhibits
15 attached to your direct testimony, were there?

16 A That's correct.

17 Q Did you also cause to be prepared and
18 prefiled in this case rebuttal testimony consisting of
19 17 pages?

20 A Yes, I did.

21 Q Do you have any additions or corrections to
22 make to that testimony?

23 A Yes. I have some minor changes to Page 5 of
24 my rebuttal testimony.

25 On Line 2 of Page 5, the date, "October 31,

1 1997, "should be corrected to read "November 4, 1997."
2 And on Line 3 of the same page, the same correction,
3 "October 13, 1997," should be changed to "November 4,
4 1997."

5 Q Are there any other changes?

6 A No. That's all.

7 MS. WHITE: Commissioner Deason, I'd ask
8 that Mr. Milner's rebuttal testimony be inserted into
9 the record.

10 COMMISSIONER DEASON: Without objection it
11 shall be so inserted.

12 Q (By Ms. White) And Mr. Milner, you had no
13 exhibits attached to your rebuttal testimony, did you?

14 A That's correct.

15 Q Did you also cause to be prepared and
16 prefiled in this case supplemental rebuttal consisting
17 of nine pages?

18 A Yes, I did.

19 Q Do you have any additions or corrections to
20 make to that testimony?

21 A No, I do not.

22 Q If I were to ask you the same questions that
23 are contained in your supplemental rebuttal, would
24 your answers be the same?

25 A Yes, they would.

1 Q I'd like to have the supplemental rebuttal
2 testimony of Mr. Milner be inserted into the record.

3 COMMISSIONER DEASON: Without objection it
4 shall be so inserted.

5 Q (By Ms. White) And there were no exhibits
6 attached to your supplemental rebuttal testimony, were
7 there?

8 A That's correct.

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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF W. KEITH MILNER
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET No. 980119-TP

April 1, 1998

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
BELLSOUTH TELECOMMUNICATIONS, INC.

A. My name is W. Keith Milner. My business address is 675 West
Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -
Interconnection Services for BellSouth Telecommunications, Inc.
("BellSouth" or "the Company"). I have served in my present role since
February, 1996 and have been involved with the management of certain
issues related to local interconnection, resale and unbundling.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. My business career spans over 27 years and includes responsibilities in
the areas of network planning, engineering, training, administration and
operations. I have held positions of responsibility with a local exchange
telephone company, a long distance company and a research and
development laboratory. I have extensive experience in all phases of
telecommunications network planning, deployment and operation
(including research and development) in both the domestic and

1 international arenas.

2

3 I graduated from Fayetteville Technical Institute in Fayetteville, North
4 Carolina in 1970 with an Associate of Applied Science in Business
5 Administration degree. I also graduated from Georgia State University in
6 1992 with a Master of Business Administration degree.

7

8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
9 SERVICE COMMISSION; AND IF SO, BRIEFLY DESCRIBE THE
10 SUBJECT OF YOUR TESTIMONY.

11

12 A. I testified before the state Public Service Commissions in Alabama,
13 Florida, Georgia, Kentucky, Louisiana, Mississippi and South Carolina,
14 the Tennessee Regulatory Authority and the Utilities Commission in North
15 Carolina on the issues of technical capabilities of the switching and
16 facilities network regarding the introduction of new service offerings,
17 expanded calling areas, unbundling and network interconnection.

18

19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
20 TODAY?

21

22 A. I will present data and recommendations regarding Supra's alleged
23 "anticompetitive actions" by BellSouth as described in the complaint of
24 Supra Telecommunications and Information Systems, Inc. ("Supra")
25 against BellSouth. Specifically, I will address Issue 1 in this docket.

1 Q. WHAT IS BELL SOUTH'S BASIC POSITION REGARDING THE
2 COMPLAINTS BY SUPRA THAT BELL SOUTH HAS NOT PROVIDED
3 SERVICE TO SUPRA IN ACCORDANCE WITH APPLICABLE STATE
4 AND FEDERAL LAWS, RULES, AND REGULATIONS?

5

6 A. Because the overall purpose of the 1996 Act is to open
7 telecommunications markets to competition, end user access facilities,
8 such as unbundled loops, are available as a result of the obligations
9 imposed upon BellSouth under Sections 251 and 252(d) and as a result
10 of this Commission's orders in the arbitration proceedings between
11 BellSouth and certain Alternative Local Exchange Carriers (ALECs).
12 BellSouth has worked in good faith to fulfill its obligations. The vast
13 majority of issues raised by Supra are completely without merit or are
14 problems that were encountered early on and that have long since been
15 resolved by BellSouth. To put these incidents into what I believe to be
16 the proper perspective, I note first that Supra has come forward with few if
17 any details of the problems Supra alleges BellSouth caused. I would
18 expect that, at a minimum, Supra would provide dates and times of the
19 alleged incidents accompanied by either the name of the end user
20 customer allegedly harmed or a Purchase Order Number (PON) or trouble
21 ticket number which could be used by BellSouth to initiate a meaningful
22 analysis of the details and facts. Supra has provided no such facts.

23

24 BellSouth stands ready to provide all of the items in its interconnection
25 agreement with Supra. BellSouth admits its part to certain isolated "start-

up” problems and has taken appropriate action not only to resolve the individual cases, but also to correct any underlying procedural problems. Just as was the situation I observed following Divestiture, existing methods were adapted and improved plus new arrangements were developed and perfected, through the cooperative problem solving of the parties. That is the process at work in this new environment of local competition. BellSouth is fully committed to the continued, cooperative efforts that have to date resulted in significant progress and which have enabled meaningful local competition.

Issue 1: Has BellSouth failed to properly implement the following provision of its Interconnection, Collocation and Resale agreements with Supra such that Supra is able to provide local exchange service on parity with that which BellSouth provides:

- A. Billing requirements**
- B. Telephone number access**
- C. Provision of dial tone**
- D. Electronic access to Operations Support Systems (OSS) and OSS interfaces (Ordering and provisioning, Installation, maintenance and repair)**
- E. Notification requirements**
- F. Timeliness of installation, repair and maintenance**

A. Billing requirements

Q. WHAT IS BELL SOUTH’S RESPONSE TO SUPRA’S ALLEGATION THAT

1 THE BILLING INFORMATION THAT BELL SOUTH SENDS TO SUPRA
2 DOES NOT CONTAIN THE COMPLETE BILLING ADDRESS OF THE
3 END USER CUSTOMER?
4

5 A. BellSouth denies Supra's allegation. BellSouth provides ALECs electronic
6 access to a customer's billing address. The customer's complete billing
7 address is a part of the Customer Service Record (CSR), to which
8 BellSouth provides electronic access via LENS, if the ALEC has that
9 customer's permission to view their CSR.
10

11 **B. Telephone number access**

12 Q. WHAT IS YOUR RESPONSE TO SUPRA'S ALLEGATIONS THAT
13 BELL SOUTH FAILED TO PROVIDE SUPRA WITH ACCESS TO
14 TELEPHONE NUMBERS AT PARITY WITH WHAT BELL SOUTH
15 PROVIDES TO ITSELF?
16

17 A. BellSouth denies Supra's allegations. Despite Supra's claims to the
18 contrary, BellSouth provides Supra and other ALECs access to telephone
19 numbers available at parity with itself. This is because BellSouth
20 provides ALECs electronic access to telephone number availability via
21 LENS, in the Select Telephone Number section of LENS. LENS accesses
22 the same data base that BellSouth's retail representatives' system
23 accesses to provide telephone number availability to retail customers.
24
25

1 **C. Provision of dial tone**

2 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
3 BELLSOUTH'S ACTIONS CAUSED SUPRA'S ENTIRE OPERATION TO
4 EXPERIENCE A COMPLETE LOSS OF DIALTONE FOR A PERIOD OF
5 TWENTY-FOUR HOURS?
6

7 A. BellSouth can neither confirm nor deny Supra's allegation given the
8 vague generalizations made in Supra's complaint. To perform a
9 meaningful analysis, BellSouth would expect that, at a minimum, Supra
10 would provide details such as the date and time of the alleged incident,
11 the customer name or purchase order number, or a trouble ticket number
12 which would be given to Supra at the time it made a trouble report to
13 BellSouth. Supra's complaint contained none of this information. Further,
14 BellSouth cannot find any request from Supra for BellSouth to perform an
15 investigation or route cause analysis of such an incident.
16

17 **D. Electronic access to Operations Support Systems (OSS) and OSS**
18 **interfaces (Ordering and provisioning, Installation, maintenance and repair)**

19 Q. WHAT IS YOUR RESPONSE TO SUPRA'S ALLEGATIONS THAT
20 BELLSOUTH FAILED TO PROVIDE SUPRA WITH ACCESS TO
21 BELLSOUTH'S OPERATIONS SUPPORT SYSTEMS?
22

23 A. BellSouth denies Supra's allegations. BellSouth has indeed provided
24 Supra access to BellSouth's Operations Support Systems. Supra has in
25 fact, sent 49 Local Service Requests (LSRs) into BellSouth via the Local

1 Exchange Navigation System (LENS) and one (1) LSR via Electronic
2 Data Interchange (EDI) in January 1998 alone. In December 1997,
3 November 1997, October 1997 and September 1997, Supra sent 62, 49,
4 155, and 223 LSRs respectively to BellSouth via LENS. In August, 1997,
5 Supra sent BellSouth 1,508 LSRs via LENS; all of this indicates a
6 significant use of LENS by Supra.

7
8 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
9 BELLSOUTH HAS NOT PROVIDED SUPRA WITH AN ADEQUATE
10 ELECTRONIC INTERFACE TO BELLSOUTH'S OPERATIONS
11 SUPPORT SYSTEMS THAT WOULD PERMIT SUPRA TO MONITOR
12 PRE-ORDERING, ORDERING AND PROVISIONING ACTIVITIES FOR
13 SUPRA'S CUSTOMERS?

14
15 A. BellSouth denies Supra's allegations. BellSouth provided Supra an
16 adequate electronic interface for pre-ordering, ordering and provisioning
17 functions. As indicated earlier, Supra is a heavy user of LENS for
18 electronic pre-ordering and ordering. Supra sent BellSouth 2,046 LSRs
19 via LENS from August, 1997 through January, 1998, indicating a heavy
20 use of LENS for electronic ordering. LENS also provides electronic
21 provisioning information to ALECs including Supra in the "View LSR IN
22 ERROR" screens, and in the "View FOC/CN" function, which returns
23 electronic Firm Order Confirmations (FOCs) and Completion Notices
24 (Cns).

1 **E. Notification requirements**

2 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
3 BELLSOUTH HAS NOT PROPERLY NOTIFIED SUPRA OF CHANGES
4 TO BELLSOUTH'S OPERATIONS SUPPORT SYSTEMS USED BY
5 ALECs?

6
7 A. BellSouth denies Supra's allegation. BellSouth has never changed an
8 ALEC's password to LENS without notifying that ALEC. Of all the ALECs
9 that use LENS, BellSouth had to change a LENS password for only one
10 ALEC. That one ALEC is Supra and BellSouth has had to disconnect
11 Supra's access to LENS twice. BellSouth notified Supra in advance both
12 times. BellSouth changed Supra's LENS password twice due to Supra's
13 slamming activities and Supra's non-payment of its bill to BellSouth.

14
15 Q. HOW DOES BELLSOUTH NOTIFY ALECs OF UPCOMING CHANGES
16 TO LENS AND EDI?

17
18 A. Approximately one month in advance of a release of new features for
19 LENS and/or EDI, BellSouth sends the ALECs written notification of those
20 changes, which also contains a brief explanation of those upcoming
21 changes.

22
23 **F. Timeliness of installation, repair and maintenance**

24 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
25 SUPRA'S CUSTOMERS HAVE HAD TO WAIT UP TO FOUR WEEKS TO

1 HAVE PHONE SERVICE HOOKED UP OR THAT WHEN A SUPRA
2 CUSTOMER COMPLAINS, BELL SOUTH MAY TAKE AS LONG AS
3 TWENTY-FOUR (24) HOURS TO FIX THE TROUBLE?
4

5 A. BellSouth denies Supra's allegation. BellSouth has performed an
6 analysis of its performance to Supra for the months of November 1997,
7 December 1997 and January 1998. That analysis reveals that BellSouth
8 met 91.6% of its provisioning appointments for Supra compared to 99.2%
9 for similar provisioning appointments for BellSouth's retail customers.
10 During that same time, BellSouth restored service to Supra's customers in
11 12.14 hours on average compared to 17.95 hours on average to
12 BellSouth's retail customers. Thus, BellSouth's performance to Supra on
13 provisioning activities was slightly worse than to BellSouth's retail
14 customers. BellSouth's maintenance and repair performance to Supra's
15 customers was significantly better than to BellSouth's retail customers. In
16 conclusion, BellSouth believes it provides Supra timely provisioning,
17 maintenance and repair, at parity with that which BellSouth provides to its
18 own retail customers. This conclusion is evidenced by the fact that, while
19 BellSouth's provisioning performance for Supra was slightly worse than
20 BellSouth's provisioning performance for BellSouth's retail customers,
21 BellSouth's maintenance and repair performance for Supra was slightly
22 better than BellSouth's maintenance and repair performance for
23 BellSouth's retail customers.
24

25 Q. WHAT IS BELL SOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT

1 BELLSOUTH HAS CAUSED SUPRA PROBLEMS IN BELLSOUTH'S
2 HANDLING OF SUPRA'S REQUESTS FOR DS-1 AND DS-3
3 FACILITIES?
4

5 A. BellSouth can neither confirm nor deny Supra's allegation given the
6 vague generalizations made in Supra's complaint. To perform a
7 meaningful analysis, BellSouth would expect that, at a minimum, Supra
8 would provide details such as the date and time of the alleged incident,
9 the customer name or purchase order number, or a trouble ticket number
10 which would be given to Supra at the time it made a trouble report to
11 BellSouth. Supra's complaint contained none of this information. Further,
12 BellSouth cannot find any request from Supra for BellSouth to perform an
13 investigation or root cause analysis of such an incident. To date, Supra
14 has not ordered any DS-3 facilities from BellSouth even though BellSouth
15 has provided training to Supra's personnel for the ordering of DS-3
16 facilities and other services.
17

18 Q. WHAT ARE DS-1 AND DS-3 FACILITIES?
19

20 A. DS-1 and DS-3 facilities are digital transmission facilities capable of
21 carrying many simultaneous calls over a given transmission path. In the
22 case of the DS-1, twenty four (24) simultaneous calls may be carried. In
23 the case of the DS-3, 672 simultaneous calls may be carried.
24

25 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

1

2 A. Yes.

BELLSOUTH TELECOMMUNICATIONS, INC.
REBUTTAL TESTIMONY OF W. KEITH MILNER
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET No. 980119-TP
April 15, 1998

Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
BELLSOUTH TELECOMMUNICATIONS, INC.

A. My name is W. Keith Milner. My business address is 675 West Peachtree
Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection
Services for BellSouth Telecommunications, Inc. ("BellSouth" or "the
Company"). I have served in my present role since February 1996 and
have been involved with the management of certain issues related to local
interconnection, resale and unbundling.

Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT
TESTIMONY IN THIS PROCEEDING?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
TODAY?

A. I will provide rebuttal testimony to the direct testimony of Supra

1 Telecommunications and Information Systems, Inc. ("Supra") witnesses
2 John Reinke, Bradford Hamilton and the amended direct testimony of
3 Supra's witness Olukayode A. Ramos.
4

5 **Rebuttal of Mr. Reinke's Testimony**
6

7 Q. ON PAGE 2 OF HIS TESTIMONY, MR. REINKE ASSERTS THAT
8 BELLSOUTH HAS, ON SEVERAL OCCASIONS, FAILED TO PROVIDE
9 DIAL TONE TO SUPRA. IS MR. REINKE REFERRING TO
10 BELLSOUTH'S PROVISION OF SERVICE TO SUPRA'S END USER
11 CUSTOMERS OR TO SUPRA FOR USE BY SUPRA?
12

13 A. Apparently Mr. Reinke refers to service provided by BellSouth to Supra for
14 use by Supra rather than by any end user customer of Supra.
15

16 Q. MR. REINKE ASSERTS THAT BELLSOUTH DISCONNECTED SUPRA'S
17 SERVICE ON OCTOBER 31, 1997 AND AGAIN ON NOVEMBER 16,
18 1997. PLEASE COMMENT.
19

20 A. BellSouth admits that BellSouth's actions disconnected Supra's service in
21 error on October 31, 1997, and that service was restored on November 3,
22 1997. The source of the problem was human error by the BellSouth
23 service representative who did not properly coordinate the order for
24 connection of service at Supra's new location with disconnection of
25 service at Supra's old location.

1
2 On November 13, 1997, Supra reported trouble on its lines. BellSouth
3 tested Supra's lines and found no trouble. BellSouth's investigation into
4 Supra's complaint revealed that a trouble condition in BellSouth's central
5 office on November 14, 1997, was cleared to the trouble code "central
6 office common equipment". Common equipment serves many, and in
7 some cases all, the customers of a given central office, so it is possible,
8 but inconclusive, that the trouble found on November 14, 1997, may have
9 contributed to trouble on Supra's lines. I also note, however, that this
10 trouble condition is not an interconnection problem but instead was limited
11 to Supra's own telephone service and did not affect the service of any
12 Supra end user customer.

13
14 BellSouth has no knowledge of any problem experienced by Supra on
15 November 16, 1997. If a problem was experienced by Supra on that date,
16 Supra apparently did not report that trouble to BellSouth.

17
18 Q. MR. REINKE ASSERTS IN HIS DIRECT TESTIMONY ON PAGE 2 THAT
19 THERE HAVE BEEN SEVERAL OCCASIONS WHERE BELL SOUTH
20 DISCONNECTED SUPRA'S SERVICE. OTHER THAN THE TWO
21 INCIDENTS MR. REINKE ASSERTS OCCURRED ON OCTOBER 31,
22 1997 AND NOVEMBER 16, 1997, WHICH ARE DISCUSSED ABOVE, IS
23 BELL SOUTH AWARE OF ANY OTHER SERVICE DISCONNECTIONS
24 OF SUPRA'S SERVICE CAUSED BY BELL SOUTH?

25

1 A. No. The only trouble reports from Supra that BellSouth received are
2 those I discussed earlier.

3

4 Q. ON PAGE 4 OF HIS DIRECT TESTIMONY, MR. REINKE ASSERTS
5 THAT BELL SOUTH HAS REFUSED TO PERMIT SUPRA TO
6 ELECTRONICALLY INTERFACE WITH BELL SOUTH'S OPERATIONS
7 SUPPORT SYSTEMS (OSS) AND THAT BELL SOUTH DEMANDS THAT
8 SUPRA SEND ITS ORDERS TO BELL SOUTH VIA FACSIMILE. IS HE
9 CORRECT?

10

11 A. No. Mr. Reinke's testimony is best refuted by Supra's own witness, Mr.
12 Hamilton, whose direct testimony in this proceeding discusses his
13 attending BellSouth sponsored training on BellSouth's Local Exchange
14 Navigation System (LENS). LENS is one of the electronic interfaces
15 which BellSouth makes available to Supra and other Alternative Local
16 Exchange Companies (ALECs).

17

18 Q. ON PAGE 4 OF HIS DIRECT TESTIMONY, MR. REINKE DISCUSSES
19 BELL SOUTH'S HANDLING OF AN ORDER FOR CERTAIN HIGH
20 CAPACITY FACILITIES REFERRED TO AS DS1 AND DS3 LINES.
21 PLEASE COMMENT.

22

23 A. BellSouth admits that on October 31, 1997, it received a facsimile from
24 Philppos Chari of Supra regarding Supra's orders for DS1 and DS3
25 circuits. BellSouth's Sidney Laterrade could not find the orders Mr.

1 Phillipos referred to and asked Supra to fax the orders again which Supra
2 did on ~~October 13~~^{November 4}, 1997. Because of missing and incomplete information,
3 BellSouth attempted over the weeks following ~~October 13~~^{November 4}, 1997, to
4 attempt to clarify what Supra wanted. The orders were again returned to
5 Supra on December 8, 1997, because of incomplete and inaccurate
6 information. BellSouth suggested to Supra at that time, that Supra could
7 contact its BellSouth account team for help with completion and correction
8 of the orders. These circuits were never installed for Supra, not because
9 BellSouth was unwilling or unable to provide them, but rather that Supra
10 apparently changed its mind later and decided to cancel the orders.
11 BellSouth's understanding is that Supra was ordering these circuits for
12 Internet services it wished to provide but that Supra had not yet provided
13 its equipment that would be attached to the DS1 and DS3 facilities. I
14 would note also that BellSouth has provided literally thousands of DS1
15 and DS3 circuits to telecommunications service providers without incident
16 for many years. Further, BellSouth's methods and procedures for
17 providing such facilities are well documented and are executed on a
18 "business as usual" basis daily.

19
20 **Rebuttal of Mr. Hamilton's direct testimony**

21
22 Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. HAMILTON STATES
23 ". . .WHEN A SUPRA CUSTOMER DIALS 611 FOR REPAIR, HE IS
24 CONNECTED TO BELL SOUTH'S REPAIR OFFICE. THIS IS NOT HOW
25 SUPRA UNDERSTOOD THE REPAIR PROCESS TO WORK UNDER

1 THE RESALE AGREEMENT. THE FIRST POINT OF CALL FOR SUPRA
2 CUSTOMERS WITH REPAIR PROBLEMS IS SUPPOSED TO BE
3 SUPRA.” PLEASE COMMENT.
4

5 A. First of all, BellSouth complies with the requirements of the
6 interconnection agreement between BellSouth and Supra as it relates to
7 handling repair problems for Supra’s end user customers. Section V.A of
8 the interconnection agreement states: “Reseller will adopt and adhere to
9 the standards contained in the applicable BellSouth Work Center Interface
10 Agreement regarding maintenance and installation of service.” The Work
11 Center Interface Agreement requires (among other things) that Supra
12 establish and maintain a point of contact for Supra’s end user customers
13 for the purpose of the end user customers’ reporting trouble conditions.
14 Mr. Hamilton apparently does not understand the processes Supra’s
15 customers should use to report trouble conditions. Mr. Hamilton wishes
16 for calls from Supra’s end user customers who dial 611 to reach some
17 repair bureau other than BellSouth’s, though Mr. Hamilton does not state
18 to whose repair (Supra’s or some third party’s repair bureau) he would like
19 those calls delivered. Interestingly, Mr. Hamilton does not disagree that
20 611 calls should be delivered to BellSouth’s repair bureau, instead he only
21 notes Supra’s lack of understanding. However, as I will show below,
22 BellSouth is (and has been) properly routing calls from Supra’s end user
23 customers who dial 611 to BellSouth’s repair bureau.
24
25

1 Q. HOW MIGHT CALLS FROM SUPRA'S END USER CUSTOMERS
2 REACH SUPRA TO REPORT TROUBLE CONDITIONS?

3

4 A. There are at least two ways. First, Supra could inform its customers to
5 dial some number other than 611 to report trouble conditions. Other
6 ALECs do this today. Supra's employees or agents could then answer
7 the calls coming from Supra's end user customers and handle the calls in
8 any fashion Supra chooses.

9

10 The second way would be for Supra to request BellSouth to provide Supra
11 with selective routing such that Supra's end users could dial 611 and
12 reach the repair bureau of Supra's choosing.

13

14 Q. WHAT IS SELECTIVE ROUTING?

15

16 A. Simply put, selective routing is additional switching functionality that
17 provides information to the switch during call processing regarding whose
18 end user customer (in this case, BellSouth's or Supra's) is placing a call to
19 611 and then determines the appropriate routing for that call based on
20 that information.

21

22 Q. WAS NOT THE ISSUE OF SELECTIVE ROUTING PREVIOUSLY
23 ADDRESSED BY THIS COMMISSION DURING ARBITRATION
24 PROCEEDINGS BETWEEN BELL SOUTH AND CERTAIN ALECs?

25

1 A. Yes, in Dockets 960846-TP and 960833-TP. The outcome of those
2 proceedings was that when an ALEC resells BellSouth's local exchange
3 service, or purchases unbundled local switching, it is technically feasible
4 to route 0+ and 0- calls to an operator other than BellSouth's, to route 411
5 and 555-1212 directory assistance calls to an operator other than
6 BellSouth's, or to route 611 repair calls to a repair center other than
7 BellSouth's. BellSouth is required to provide selective routing, using the
8 Line Class Code method, on a first-come, first-served basis. Unless an
9 ALEC has requested and has been provided with the selective routing
10 functionality, if the ALEC's end user customers dial 611, they will reach
11 BellSouth's repair bureau. Thus, BellSouth is properly routing calls from
12 Supra's end user customers who dial 611. As I will discuss later in my
13 testimony, if Supra's end user customers dial 611 and reach BellSouth's
14 repair bureau, the customers are informed that they should contact Supra
15 directly in order to report a trouble condition.

16
17 Q. HAS SUPRA MADE A REQUEST OF BELL SOUTH TO PROVIDE
18 SUPRA WITH SELECTIVE ROUTING?

19
20 A. No. Despite the availability of selective routing in Florida, Supra has
21 made no such request.

22
23 Q. ON PAGE 3 OF HIS DIRECT TESTIMONY, MR. HAMILTON
24 DISCUSSES A SERVICE PROBLEM FOR SUPRA'S CUSTOMER, "MR.
25 X". PLEASE COMMENT.

1

2 A. BellSouth has attempted without success to obtain from Supra more
3 information that would allow BellSouth to make a meaningful analysis of
4 the details of this situation. I would expect Supra to provide at least a
5 telephone number for the end user customer which Supra alleges
6 BellSouth caused problems. Supra has not done so. Notwithstanding
7 Supra's not providing the necessary information, I would comment that
8 Supra's own account of this situation as presented in Mr. Hamilton's
9 testimony showed that BellSouth's repair bureau properly responded to
10 Supra's request on December 15, 1997. As Mr. Hamilton states at line
11 24 of page 3 of his direct testimony "BellSouth's Repair Office identified
12 the problem as a phone off hook. . ."

13

14 Again by Supra's own testimony at line 8 of page 5 of Mr. Hamilton's
15 direct testimony, BellSouth responded properly to Supra's request on
16 December 18, 1997 as Mr. Hamilton states "BellSouth informed Supra
17 that this time the technician [that is, BellSouth's technician] did go to the
18 customer's premises to effect repair, and no problems were found." The
19 BellSouth technician tested BellSouth's facilities and found them to be
20 operating properly. The problem was in the inside wire at the end user
21 customer's premises.

22

23 In the course of BellSouth's investigation of Supra's direct testimony,
24 BellSouth was able to determine that a trouble condition similar to that
25 described in Supra's testimony occurred on December 18, 1997.

1 BellSouth admits that its technician was not properly informed on how to
2 treat troubles isolated to the inside wire at an ALEC's end user customer's
3 premises and that this delayed the restoration of that end user customer's
4 service. BellSouth repaired the problem caused by the inside wire on
5 December 20, 1997. BellSouth has since modified the methods and
6 procedures used by its installation and maintenance personnel who
7 respond to trouble reports of this type to ensure proper handling of inside
8 wire problems. These revised methods and procedures require BellSouth
9 to determine whether Supra's end user customer has an inside wire
10 maintenance plan and so advise BellSouth's technician such that the
11 BellSouth technician will appropriately handle inside wire problems.
12 BellSouth believes its revised methods and procedures adequately
13 address this situation and BellSouth's installation and repair personnel
14 have been covered on the proper procedures.
15

16 Q. ON PAGE 7 OF HIS DIRECT TESTIMONY MR. HAMILTON STATES "IT
17 IS INAPPROPRIATE FOR BELL SOUTH TO OFFER TO SWITCH A
18 CUSTOMER BACK IN ORDER TO MORE QUICKLY EFFECT REPAIRS."
19 DOES BELL SOUTH ENCOURAGE ANY ALEC'S CUSTOMERS TO
20 SWITCH BACK TO BELL SOUTH IN ORDER TO IMPROVE THE REPAIR
21 OF SERVICE PROBLEMS?
22

23 A. Certainly not. Further, apart from Mr. Hamilton's vague, unsupported
24 accusation, Supra has produced absolutely no evidence of BellSouth's
25 using such a practice. BellSouth's witness Stacy will provide evidence

1 that BellSouth's repair and maintenance for end user customers of Supra
2 and other ALECs is at parity with BellSouth's performance for its own
3 retail customers.
4

5 Q. ON PAGE 7 OF HIS DIRECT TESTIMONY, MR. HAMILTON STATES "IT
6 IS INAPPROPRIATE FOR BELL SOUTH TO RECEIVE 611 CALLS FOR
7 SUPRA CUSTOMERS AND TREAT THEM AS SALES LEADS BY
8 ATTEMPTING TO CONVERT THE CUSTOMER BACK TO
9 BELL SOUTH." DOES BELL SOUTH USE SUCH CALLS AS SALES
10 LEADS AS SUGGESTED BY MR. HAMILTON?
11

12 A. Certainly not. As I discussed earlier, unless Supra has arranged for the
13 selective routing functionality, Supra's end user customers who dial 611
14 will appropriately reach BellSouth's repair bureau. BellSouth's repair
15 bureau technicians, if called by an ALEC's end user customer, instruct the
16 caller that the ALEC's repair bureau rather than BellSouth's should be
17 called to place a trouble report. BellSouth's repair bureau technicians are
18 not sales people and do not behave as if they were. BellSouth believes
19 that Supra should provide instructions to its end user customers on how to
20 report trouble conditions. This would reduce the quantity of calls to
21 BellSouth's repair bureau that must be redirected to Supra.
22

23 Q. ON PAGE 9 OF HIS DIRECT TESTIMONY, MR. HAMILTON STATES
24 "AS CUSTOMER SERVICE MANAGER AT SUPRA, I AM AWARE OF
25 OVER 30 CALLS FROM SUPRA CUSTOMERS WHO WERE COACHED

1 INTO CALLING OUR BUSINESS OFFICE AND ASKING US "WHO WILL
2 REPAIR MY PHONE IF IT GOES OUT OF ORDER?" PLEASE
3 COMMENT?
4

5 A. First of all, every end user customer has a legitimate right to request of
6 BellSouth, Supra or any other local service provider who will perform
7 repairs if there are problems with the customer's service. Mr. Hamilton
8 seems irate that Supra's customers should know the truth in this regard.
9 Notwithstanding Mr. Hamilton's obvious discomfort at having Supra's
10 customers know who will perform any needed repairs, it is standard
11 practice in BellSouth's repair bureau that ALECs' end user customers
12 (including Supra's) are instructed to call the appropriate ALEC's repair
13 bureau in the case that the end user customer mistakenly contacts
14 BellSouth's repair bureau.
15

16 Q. BEGINNING AT LINE 23 ON PAGE 10 OF HIS DIRECT TESTIMONY,
17 MR. HAMILTON DISCUSSES A COMPLAINT FROM A SUPRA END
18 USER CUSTOMER REGARDING THE INSIDE WIRE AT THE
19 CUSTOMER'S PREMISES. IS THIS THE SAME SUBJECT AS THE
20 LETTER IN EXHIBIT BH-5 DATED MARCH 18, 1998?
21

22 A. Apparently not. The letter in Exhibit BH-5 dated March 18, 1998,
23 concerned the feature called Call Waiting Deluxe. The subject of Mr.
24 Hamilton's testimony beginning at line 23 on page 10 of his direct
25 testimony deals with inside wire maintenance. Once again, Supra has not

1 provided sufficient information for BellSouth to conduct a meaningful
2 analysis of the facts in this alleged incident.

3

4 **Rebuttal to Mr. Ramos' amended direct testimony**

5

6 Q. ON PAGE 29 OF HIS AMENDED DIRECT TESTIMONY MR. RAMOS
7 STATES "BELLSOUTH HAS FAILED TO PROVIDE ORDERING AND
8 PROVISIONING TO SUPRA THAT IS EQUAL TO THAT BELLSOUTH
9 PROVIDES TO BELLSOUTH. THE PRIMARY REASON FOR THIS IS
10 TO ENSURE THAT SUPRA FAILS IN THE RESALE BUSINESS."
11 PLEASE RESPOND.

12

13 A. BellSouth adamantly denies Mr. Ramos' allegation. I repeat here that
14 BellSouth has provided facts (data) in the testimony of BellSouth's witness
15 Stacy conclusively showing that BellSouth's performance for Supra and
16 other ALECs in Florida is at parity with BellSouth's performance to its
17 retail customers. I note that instead of providing facts for this Commission
18 to consider, Mr. Ramos offers only his unsupported assertions.

19

20 Q. ON PAGE 31 OF HIS DIRECT TESTIMONY, MR. RAMOS ASSERTS
21 ORDERS TO BELLSOUTH ARE OFTEN LOST OR MISHANDLED.
22 PLEASE COMMENT.

23

24 A. Mr. Ramos refers to a situation that has long since been corrected.
25 BellSouth admits that during 1997, there was a problem when some

1 ALECs faxed individual Local Service Requests (LSRs) to the BellSouth
2 work group designated to handle their orders. Due to the volume
3 and the decentralized method of handling these LSRs, several facsimile
4 messages were lost. To correct the situation, BellSouth installed a High
5 Capacity, High Resolution Facsimile Server in October of 1997. The
6 process was also centralized to insure orders are logged into BellSouth's
7 Order Tracking System, assigned to a Service Representative and then
8 distributed to the appropriate Service Representative by BellSouth's
9 clerical staff. The use of this facsimile server reduces the possibility of
10 lost LSRs to a minimum. It also provides for a permanent storable visual
11 image of all work received on any given day. The tracking process
12 ensures the accurate distribution of the work to the appropriate
13 representative.

14
15 Q. WHOM AT BELLSOUTH WOULD YOU EXPECT SUPRA TO CONTACT
16 SHOULD THERE BE A SYSTEMATIC PROBLEM WITH BELLSOUTH'S
17 RECEIVING SUPRA'S ORDERS AS MR. RAMOS ASSERTS?

18
19 A. Ms. Cynthia Arrington is the designated Customer Service Manager for
20 Supra. I would expect that Supra would bring systemic operational
21 problems, such as Mr. Ramos describes, to the attention of Ms. Arrington
22 for resolution. To date, Supra has made not even one complaint of lost
23 LSRs to Ms. Arrington. Supra has made no such complaint to Ms.
24 Arrington despite the significant volume of orders Supra has placed with
25 BellSouth. Importantly, each of these orders shown below can represent

a large number of customer lines or features associated with that particular order. The order volume for Supra was:

<u>MONTH</u>	<u>ORDER VOLUME</u>
January 1998	43
February 1998	65
March 1998	<u>90</u>
TOTAL	198

Q. BEGINNING ON PAGE 35 OF HIS DIRECT TESTIMONY, MR. RAMOS STATES BELL SOUTH HAS FAILED TO MEET REQUESTS FOR INSTALLATION OF NEW SERVICES, AS WELL AS REQUESTS FOR REPAIR AND MAINTENANCE OF EXISTING SERVICES, ON A BASIS EQUIVALENT TO THAT WHICH BELL SOUTH PROVIDES TO ITS RETAIL CUSTOMERS. IS HE CORRECT?

A. No. The testimony of BellSouth's witness Stacy will provide a comparison of BellSouth's performance for Supra compared to BellSouth's performance for BellSouth's retail customers. However, I will address Exhibit OAR-9 that is attached to Mr. Ramos' direct testimony. Exhibit OAR-9 purports to be a comparison of intervals BellSouth offers Supra for various additions or changes to service for Supra's end user customers with BellSouth's actual interval. I would note first that Mr. Ramos offers absolutely no evidence to support his assertion that BellSouth has not met its provisioning commitments to Supra. I would expect, in a comparison

1 such as Mr. Ramos here fails to make, to see at the very least the
2 following:

- 3 • What Purchase Order Numbers were included.
- 4 • The quantity of lines or services order via those Purchase
5 Order Numbers.
- 6 • The dates on which error free orders were placed with
7 BellSouth.
- 8 • The dates provisioning was completed.

9
10 Mr. Ramos' "comparison" is thus totally without substance or merit.
11

12 Q. BEGINNING ON PAGE 35 OF HIS DIRECT TESTIMONY, MR. RAMOS
13 DISCUSSES THE ROUTING OF 611 CALLS FROM SUPRA'S END
14 USER CUSTOMERS. IS THIS NOT EXACTLY THE SAME ISSUE AS
15 WAS DISCUSSED IN THE TESTIMONY OF SUPRA'S WITNESS
16 HAMILTON?

17
18 A. Yes. My rebuttal to Mr. Hamilton's direct testimony regarding the issue of
19 BellSouth's routing of 611 calls from Supra's customers is equally
20 applicable here. As with Mr. Hamilton, Mr. Ramos is unaware of the
21 selective routing functionality which Supra may acquire for itself from
22 BellSouth. I will repeat here that BellSouth's routing of calls from Supra's
23 end user customers who dial 611 to BellSouth's repair bureau is entirely
24 appropriate. Further, Supra's customers who dial 611 and reach
25 BellSouth's repair bureau are instructed to call Supra to report service

1 problems. BellSouth does not use such misdirected calls as sales
2 opportunities despite Mr. Ramos' claims to the contrary. He is simply
3 wrong.

4

5 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

6

7 A. Yes.

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 SUPPLEMENTAL REBUTTAL TESTIMONY OF W. KEITH MILNER
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 980119-TP

5 April 28, 1998
6

7 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8 BELLSOUTH TELECOMMUNICATIONS, INC.

9
10 A. My name is W. Keith Milner. My business address is 675 West
11 Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -
12 Interconnection Services for BellSouth Telecommunications, Inc.
13 ("BellSouth" or "the Company"). I have served in my present role since
14 February 1996 and have been involved with the management of certain
15 issues related to local interconnection and unbundling.

16
17 Q. ARE YOU THE SAME KEITH MILNER WHO FILED DIRECT AND
18 REBUTTAL TESTIMONY IN THIS PROCEEDING?

19
20 A. Yes.

21
22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
23 TODAY?

24
25 A. The purpose of my testimony is to respond to the amended direct

1 testimony filed in this docket by Mr. Bradford Hamilton of Supra
2 Telecommunications and Information Systems, Inc. ("Supra") regarding
3 the service Supra has ordered and received from BellSouth.
4

5 Q. ON PAGE 7 OF HIS AMENDED DIRECT TESTIMONY, MR.
6 HAMILTON DISCUSSES PROBLEMS HE ALLEGES BELL SOUTH
7 CAUSED A LARGE CUSTOMER OF SUPRA. PLEASE RESPOND.
8

9 A. Apparently, this end user customer believed that three of its telephone
10 lines had been disconnected by BellSouth in 1996 although it appears
11 that the three lines were never disconnected. I agree with Mr. Hamilton
12 that it is highly unlikely that the same three telephone numbers
13 assigned to these three lines would still be available and be reassigned
14 to the end user customer. I do not understand why the end user
15 customer did not at some point since 1996 bring to BellSouth's
16 attention that these three lines were still being billed for if in fact the
17 end user customer wanted the lines disconnected. In any event,
18 however, there is nothing to indicate that BellSouth "blamed Supra" in
19 conversations between the end user customer and BellSouth.
20

21 Q. ON PAGE 9 OF HIS AMENDED DIRECT TESTIMONY MR.
22 HAMILTON STATES "AFTER THE CUSTOMER'S ACCOUNT
23 TRANSFERRED BACK TO BELL SOUTH, WE [SUPRA] RECEIVED A
24 FAX FROM THE CUSTOMER ON MARCH 20, 1998, AT 4:00 PM,
25 ASKING US TO DISCONNECT TWO OF THE NUMBERS SHE

1 QUESTIONED AS ACTIVE LINES. SHE HAD DISCOVERED THAT
2 THE LINES WERE INDEED LIVE AND WORKING AT HER
3 ADDRESS." PLEASE RESPOND.

4
5 A. First of all, I can think of no reason why the end user customer would
6 contact Supra to complain about service that was now being provided
7 by BellSouth. Second, the end user customer apparently now
8 understood that the lines in question were in fact active and working.
9 Despite Mr. Hamilton's complaint that "BellSouth had told her [that is,
10 the end user customer] that it was Supra's fault that she had lost dial
11 tone", I note that during his deposition taken on April 17, 1998, Mr.
12 Hamilton admits (while discussing this end user customer's service)
13 that it was Supra rather than BellSouth that disconnected the three
14 lines in question (Hamilton deposition transcript, page 54, line 4).

15
16 Q. PLEASE SUMMARIZE YOUR UNDERSTANDING OF THE EVENTS
17 IN THIS INCIDENT.

18
19 A. Apparently the end user customer was not aware at the time service
20 was transferred from BellSouth to Supra that the three lines were still in
21 service. When the end user customer decided to move its service back
22 to BellSouth, the end user customer intentionally did not request the
23 transfer of the three lines in question. Thus, the three lines stayed in
24 service as provided by Supra. Upon being contacted by the end user
25 customer, Supra disconnected the three lines at the end user

1 customer's request, thus removing dial tone from the lines.

2

3 Q. BEGINNING ON PAGE 9 OF HIS AMENDED DIRECT TESTIMONY,
4 MR. HAMILTON DISCUSSES AN INCIDENT HE ALLEGES
5 OCCURRED ON MARCH 10, 1998. PLEASE RESPOND.

6

7 A. Apparently Mr. Hamilton takes issue with the fact that BellSouth wanted
8 to have the property owner acknowledge that the previous tenant had
9 moved out or "abandoned" the service, to use Mr. Hamilton's phrase.
10 According to Mr. Hamilton's own statements made during his
11 deposition in this proceeding, the tenant in question was Mr. Hamilton's
12 supervisor at Supra. Thus, Mr. Hamilton could easily have found out
13 how to contact the property owner for verification that the former tenant
14 had in fact moved out. For whatever his reasons, Mr. Hamilton did not
15 make such information available to BellSouth. Instead, Mr. Hamilton
16 complains that "our employee [that is, Mr. Hamilton's supervisor at
17 Supra] had to wait seven days to have his service installed." However,
18 when questioned during his deposition in this proceeding, Mr. Hamilton
19 stated "Well, because back and forth trying to get the service from us
20 [that is, Supra] to get it installed, we couldn't get it done." (Hamilton
21 deposition transcript, page 56, line 3) Finally, Mr. Hamilton responded
22 to the question "So it took BellSouth seven days to install BellSouth
23 service?" , Mr. Hamilton responded "No, it took seven days for him [that
24 is, Mr. Hamilton's supervisor at Supra] to get service from the date that
25 he ordered it from us [that is, Supra]." What I gather from this is that

1 Mr. Hamilton was asked by his supervisor to have new service installed
2 at an apartment the supervisor would rent. Mr. Hamilton apparently did
3 not or was not able to contact his supervisor for some period of time
4 (who, according to Mr. Hamilton, was in Washington, D.C., the entire
5 week). Upon verifying that the apartment had in fact been surrendered
6 by the previous tenant, BellSouth provided the requested service.
7 Obviously, Mr. Hamilton's own actions caused the delay in having
8 service provided to Mr. Hamilton's supervisor. A simple phone call
9 would have provided the verification that BellSouth requested.

10

11 Q. ON PAGE 12 OF HIS AMENDED DIRECT TESTIMONY, MR.
12 HAMILTON DISCUSSES AN INCIDENT HE ALLEGES OCCURRED
13 ON MARCH 19, 1998. PLEASE RESPOND.

14

15 A. According to Mr. Hamilton, the end user customer had transferred back
16 to BellSouth from Supra but was still being billed by Supra for the
17 service. BellSouth did not double bill the end user customer.
18 BellSouth correctly billed the end user customer for the service
19 BellSouth provided to that customer. Apparently Supra continued to bill
20 the end user customer even after the transfer of service which
21 prompted the end user customer to complain to Supra about its billing.
22 Mr. Hamilton then apparently contacted the wrong BellSouth work
23 center. Mr. Hamilton states "After I hung up with the customer, I called
24 the BellSouth business office and I reach a Ms. Marie Dinish at the
25 BellSouth Jacksonville office." Ms. Dinish rightly refused to honor

1 Supra's request that BellSouth change the billing information for a
2 BellSouth end user customer. The proper work group for Supra to
3 contact to complain of incorrect billing to Supra is the Local Carrier
4 Service Center (LCSC) which is located not in Jacksonville, Florida, but
5 in Birmingham, Alabama. Apparently Ms. Dinish or someone else at
6 BellSouth's Jacksonville business office referred the information to the
7 LCSC on Supra's behalf. Despite his attending BellSouth sponsored
8 training, Mr. Hamilton appears unaware of the proper BellSouth work
9 center to which he should refer complaints such as this one.

10

11 Q. BEGINNING ON PAGE 13 OF HIS AMENDED DIRECT TESTIMONY,
12 MR. HAMILTON DISCUSSES AN INCIDENT HE ALLEGES
13 OCCURRED ON APRIL 1, 1998. MR. HAMILTON STATES "ON THE
14 PAPERWORK, I REQUESTED A DUE DATE OF APRIL 3, 1998. I
15 RECEIVED THE FIRM ORDER CONFIRMATION AT 10:25 AM ON
16 APRIL 3, 1998, WITH A NEW DATE OF APRIL 7, 1998." PLEASE
17 RESPOND.

18

19 A. BellSouth does its best to meet requested due dates such as the one
20 requested here by Supra (that is, April 3, 1998). However, BellSouth
21 cannot always meet those requested due dates, either for Alternative
22 Local Exchange Companies (ALECs) such as Supra or for BellSouth's
23 own retail end user customers. The BellSouth representative whom
24 Mr. Hamilton contacted apparently explained the due date being set as
25 April 7, 1998, as a function of BellSouth's work load. The Firm Order

1 Confirmation (FOC) showed a committed due date of April 7, 1998, and
2 BellSouth apparently met that due date.

3
4 Q. BEGINNING ON PAGE 15 OF HIS AMENDED DIRECT TESTIMONY,
5 MR. HAMILTON STATES "WHEN THE BELL SOUTH TEAM WAS AT
6 SUPRA DURING MARCH 1998, THEY EXPLAINED THAT
7 BELL SOUTH'S REPAIR PERSONNEL CANNOT ENTER A SUPRA
8 CUSTOMER'S PREMISES TO REPAIR AN INSIDE WIRE PROBLEM
9 EVEN IF REQUESTED TO BY THE CUSTOMER. THE BELL SOUTH
10 TEAM STATED THAT BECAUSE THE CUSTOMER IS A SUPRA
11 CUSTOMER AND NOT A BELL SOUTH CUSTOMER, BELL SOUTH
12 MUST OBTAIN SUPRA'S AUTHORIZATION TO ENTER THE
13 CUSTOMER'S PREMISES." PLEASE RESPOND.

14
15 A. When an end user customer transfers service from BellSouth to Supra,
16 BellSouth no longer has a direct relationship with that customer.
17 BellSouth no longer bills the end user customer for service, including
18 inside wire maintenance plans. Instead, BellSouth bills Supra and
19 Supra bills the end user customer. If an end user customer does not
20 have an inside wire maintenance plan, BellSouth requires that Supra
21 approve or deny work on inside wire. To do otherwise could result in
22 BellSouth's billing Supra for inside wire work and Supra not being able
23 to recover that expense from its end user customer. However,
24 BellSouth does not require that Supra's representative be at the end
25 user customer's premises to make such an authorization, despite Mr.

1 Hamilton's claim to the contrary.

2

3 Q. DOES THE INTERCONNECTION AGREEMENT BETWEEN
4 BELLSOUTH AND SUPRA SPECIFY HOW REPAIR OF SERVICE
5 WILL BE HANDLED?

6

7 A. Yes. Section V.E of the resale agreement, which is Attachment 1 of
8 the interconnection agreement, states "Reseller [Supra] will be the
9 Company's [BellSouth's] single point of contact for all repair calls on
10 behalf of Reseller's end users." Thus, BellSouth interacts with Supra
11 which in turn interacts with its customers. Apparently, Mr. Hamilton
12 would wish for BellSouth to deal directly with Supra's end user
13 customers in some cases but not in others. The language in the
14 interconnection agreement, however, is quite clear and BellSouth
15 abides by those terms.

16

17 Q. ON PAGE 16 OF HIS AMENDED DIRECT TESTIMONY, MR.
18 HAMILTON STATES "THE UPSHOT OF ALL OF THIS IS THAT
19 BELLSOUTH HAS MERELY TO TELL A SUPRA CUSTOMER WHO
20 HAS REPORTED A TROUBLE THAT BELLSOUTH CANNOT FIX THE
21 TROUBLE BECAUSE THE CUSTOMER IS A SUPRA CUSTOMER
22 AND BELLSOUTH WINS BACK ANOTHER ACCOUNT. THIS IS AN
23 OUTRAGEOUSLY SUCCESSFUL ANTI-COMPETITIVE TACTIC."
24 PLEASE RESPOND.

25

1 A. Mr. Hamilton provides no facts to support his claim of anticompetitive
2 tactics, which BellSouth denies. During his deposition in this
3 proceeding, when questioned on this topic, Mr. Hamilton offered only
4 vague, unsupported opinions. His responses beginning on page 32 of
5 the transcript of his deposition reveal the total absence of any facts in
6 support of his allegations. When questioned regarding the basis for his
7 allegation, Mr. Hamilton responded "Okay, and, you know, because
8 you are with a reseller, you are going to get a delay in your service, in
9 your repair." In response to BellSouth's next question during his
10 deposition "And somebody has actually said that?", Mr. Hamilton
11 responded "I don't know if it's the word 'delay.' I'm trying to think of
12 what the word they say is. It's more of an impression they give you,
13 okay." Finally, in response to BellSouth's next question in his
14 deposition "Well, has any BellSouth repair rep ever said to you, you
15 should switch back to BellSouth so that we can more quickly repair
16 your service?", Mr. Hamilton responded "No, not to me directly." In
17 summary, Mr. Hamilton in no way supports his claims of anticompetitive
18 behavior on BellSouth's part in its handling of repair requests.

19
20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21
22 A. Yes.

23

24

25

1 BY MS. WHITE:

2 Q Mr. Milner, have you prepared a summary of
3 your testimony?

4 A Yes, I have.

5 Q Would you please go forward with that?

6 A Yes, thank you.

7 Good afternoon, Commissioners. My name is
8 Keith Milner and I'm here to respond to Supra's
9 complaints related to the services Supra had ordered
10 and received from BellSouth.

11 I filed direct, rebuttal and supplemental
12 rebuttal testimony responding to the testimony of
13 Supra's witnesses.

14 Many of the issues raised by Supra address
15 problems that were encountered sometime ago and that
16 have long since been resolved. Where needed,
17 BellSouth has developed or modified its procedures to
18 prevent the types of problems Supra alleges.

19 To put these incidents into what I believe
20 to be the proper perspective, I note, first, that
21 Supra has come forward with the details of only a very
22 small number of its many customers in Florida to which
23 Supra claims BellSouth caused service problems.
24 Further, in at least some cases, Supra's own actions
25 contributed to any problems the customers may have

1 experienced.

2 Lastly, Supra's allegations are in many
3 cases unsupported by any quantitative facts. For
4 example, Supra complains that BellSouth has not
5 provided provisioning and repair services at parity
6 with that which BellSouth provides its own retail
7 customers. While BellSouth's witness, Mr. Stacy, can
8 discuss the topic of performance measures in far
9 greater detail, I would note that during the months of
10 January of '97 through January of '98, BellSouth
11 performed only slightly better for BellSouth's own
12 retail customers than it did for Supra's end-user
13 customers for provisioning activities. During the
14 same period, BellSouth performed repair activities
15 significantly better for Supra's end user customers
16 than BellSouth performed for its own retail customers.

17 Next, Supra complains that its customers who
18 dial 611 reach BellSouth's repair service platform
19 rather than Supra's.

20 I note, however, that in the Interconnection
21 Agreement between BellSouth and Supra, BellSouth
22 offers Supra a functionality referred to as selective
23 routing. Selective routing would allow the routing
24 that Supra apparently wants but has not yet requested
25 from BellSouth. BellSouth has been, and continues to

1 properly route the calls of Supra's customers who dial
2 611.

3 Supra also complains that BellSouth forced
4 Supra to send its orders to BellSouth by facsimile.
5 Yet Supra has sent literally hundreds of local service
6 requests to BellSouth's local exchange navigation
7 system, or LENS. LENS is an electronic ordering
8 system used by Supra and other alternative local
9 exchange companies.

10 So summarize, BellSouth stands ready to
11 provide all of the items in its interconnection
12 agreement with Supra. BellSouth has admitted its part
13 to certain start-up problems, and has taken
14 appropriate action not only to resolve the individual
15 cases, but also to correct any underlying procedural
16 problems. Existing methods have been adapted and
17 improved. New arrangements have been developed and
18 perfected. This has happened through the cooperative
19 problem-solving of the alternative local exchange
20 companies and BellSouth.

21 That is the process I observe at work in
22 this new environment of local competition. BellSouth
23 is, and remains, fully committed to the continued
24 cooperative efforts that to date resulted in
25 significant progress, and which have enabled

1 meaningful local competition.

2 Thank you. That concludes my summary.

3 MS. WHITE: Mr. Milner is available for
4 cross examination.

5 COMMISSIONER DEASON: Ms. Summerlin.

6 (Transcript continues in Volume 3.)

7 - - - - -

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