BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of	**DOCKET NO. 980119-TP**
Complaint of Supra Telecommunications & Information Systems, Inc. against BellSouth Telecommunications, Inc. for violation of the Telecommunications Act of 1966; Petition for resolution of disputes as to implementation and interpretation of interconnection, resale and collocation agreements; and petition for emergency relief.	

VOLUME 4

Pages 481 through 633

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.)

DOCUMENT NUMBER-DATE
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MS. WHITE: And BellSouth would call Mr. Cathey, Marcus Cathey.

MARCUS B. CATHEY

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

DIRECT EXAMINATION

BY MS. WHITE:

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

A My name is Mark Cathey. I'm located at 3535 Colonnade Parkway in Birmingham, Alabama.

Q By whom are you employed and in what capacity?

A BellSouth Telecommunications. I'm the sales assistant Vice President in the CLEC Interconnection Sales Group.

Q Have you previously caused to be prepared and prefiled in this case rebuttal testimony consisting of 12 pages?

A Yes, ma'am.

Q Do you have any changes to make to that testimony at this time?

A No, ma'am.

Q If I were to ask you the same questions that are proposed in your prefiled rebuttal testimony today, would your answer to those questions be the same?

A Yes, ma'am.

MS. WHITE: I ask that Mr. Cathey's rebuttal testimony be inserted into the record as if read.

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

Q **(By Ms. White)** And Mr. Cathey did you prepare three exhibits labeled MBC-1, 2 and 3 to your rebuttal testimony?

A Yes, ma'am.

Q Do you have any changes to those exhibits?

A No, ma'am.

MS. WHITE: I'd like to have the exhibits attached to Mr. Cathey's testimony marked for identification with the next exhibit number.

COMMISSIONER DEASON: That would be Exhibit 33.

(Exhibit 33 marked for identification.)

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF MARCUS B. CATHEY

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. (HERINAFTER REFERRED TO AS "BELLSOUTH" OR "THE COMPANY.

A. My name is Marcus B. Cathey. I am employed by BellSouth Telecommunications Inc. as Sales Assistant Vice President. My address is South E4F1, 3535 Colonnade, Birmingham, Alabama.

Q. PLEASE DESCRIBE YOUR CURRENT RESPONSIBILITIES.

A. Currently, my position is Sales Assistant Vice President responsible for handling over 150 different ALECs. I manage a team of 53 people who assist ALECs to start and grow their business throughout the BellSouth serving area.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I am a graduate of Baylor University with a B.A. in Political Science. I have 20 years experience in the telecommunications industry. Prior to my current position, I directed product management for transport services including Unbundled Network Elements and Local Interconnection.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. This rebuttal testimony is in direct response to direct testimony filed by Supra witnesses Mr. Ramos, Mr. Hamilton and Mr. Reinke regarding their dissatisfaction with our account team, and their allegations that the account team members were unresponsive to Supra's needs.

Q. What are your expectations of ALECs?

A. Each ALEC, such as Supra, is assigned an Account Manager responsible for managing the overall relationship between BellSouth and the ALEC. The Account Manager is empowered to call upon a large variety of Subject Matter Experts in order to address specific issues raised by the ALEC.

Q. DESCRIBE THE ACCOUNT TEAM FROM YOUR ORGANIZATION, SPECIFICALLY AS RELATED TO SUPRA.

A. The Account Manager in this case is Wayne Carnes who currently handles the Supra account along with 17 other ALECs. Mr. Carnes reports to a Sales Director, Mike Wilburn, who then reports to me.

Q. DESCRIBE YOUR OBSERVATIONS AS TO HOW SUPRA COMPARES TO OTHER ALECS YOU WORK WITH.

A It is important to understand that in a wholesale business model the customer, in this case Supra, is supposed to be well versed in telecommunications and have complete capabilities to provide service support to its end users. What we have found in some cases is that ALECs begin operations without first investing in education for their work force and establishing efficient processes for responding to the needs of their end users. As a result, they are forced to learn while trying to solve critical operational issues.

Q. HOW HAVE YOU ATTEMPTED TO WORK WITH SUPRA TO COMPENSATE FOR THEIR ADDITIONAL NEEDS?

A. What we have tried to do over the last 6 months is to equip Supra with the information they requested in order to evaluate the different scenarios for providing service as an ALEC. Comparatively speaking, we have spent as much planning time with Supra as we have with much larger ALECs with more sophisticated needs. Very early on, we

identified Supra as a customer seriously interested in becoming a successful ALEC and we have treated them accordingly.

Q. RELATE ANY SPECIFIC EXAMPLES OF GOING THE EXTRA MILE TO ASSIST SUPRA.

A. In September of 1997, we invited their Marketing Vice President Bob Campbell to attend our Strategic Advantage Conference to meet with other top executives throughout the telecommunications industry to learn more about our wholesale market effort.

Since then, we have had numerous discussions, conference calls and meetings trying to address Supra's varied and changing needs. Our objectives on the Account Team are closely aligned with our customers' ability to be successful in the market. This includes not only the direct sale of services to the ALEC but also on how they rate us individually and as an Account Team on providing ongoing service and support.

Listed below is a brief accounting of the face to face meetings conducted with Supra aside from numerous telephone conversations.

Strategic Advantage Conference	9/25/97 - 9/26/97
Issues Meeting	10/29/97
Issues Meeting	12/5/97
Issues Meeting	1/29/98

Implementation visit		3/24/98 - 3/26/98
Customer On Site Meeting		4/9/98

To meet Supra's needs and given their lack of telecommunications expertise, we directed them to invest in training which often times was made available at no direct charge to Supra.

Q. DID SUPRA TAKE ADVANTAGE OF YOUR OFFER, AND DID THEY PROVIDE ANY FEEDBACK TO YOU AS HOW USEFUL THEY FOUND THE TRAINING?

A. As stated in their testimony, they did attend several BellSouth provided classes, some more that once given the turnover of their work force. I agree with their statements that some of the training was more useful than others, which is expected given the diverse nature of the needs of ALEC representatives attending the training. Attached (Exhibit MBC-1) is a copy of feedback received from a Supra attendee, which indicates a high degree of satisfaction with one of our training courses. We do not require that attendees identify themselves or their company.

From our training records Supra has attended 24 training classes (some with multiple attendees). Of 24 seats, BellSouth provided 18 at no charge.

Q. WERE YOU SURPRISED TO LEARN THROUGH THIS TESTIMONY THAT SUPRA FELT YOUR TEAM WAS UNRESPONSIVE TO THEIR NEEDS?

A. Absolutely. As mentioned before, we went to great lengths as an Account Team to respond to their needs, frequently with very short notice. An example of Supra's expectations during this period was a page that I personally received from Mr. Ramos at 8:00am CST on a Saturday in October to discuss general telecommunication issues followed by a second page that same night at 10:00 P.M. This resulted in a face-to-face meeting the next week to discuss issues in more depth.

Also attached (Exhibit MBC-2) is a letter from Mr. Ramos to me thanking me for our meeting of October 19, 1997.

Q. WHAT CAUSED SUPRA'S CONCERN?

A. Much of the discussion regarding Supra's displeasure was with handling end users who wished to return their service to BellSouth. Mr. Ramos' specific request was that we educate each of our retail contact people in Florida to understand who Supra was so they could help explain to the end users that they were only reselling BellSouth's

service. Our response to Mr. Ramos' request was that it was his responsibility to educate the end users on who Supra was, not ours.

Q. WHAT OTHER ISSUES DID YOU DISCUSS AT THIS TIME?

A. As Mr. Ramos' testimony indicates, he was very dissatisfied with information BellSouth provides to Supra so they can bill their end user. An interesting observation is that Supra would begin operations without first fully testing their billing capabilities and that they would be waiting on BellSouth's bill to them before they would bill their end user. With all of my other ALECs, they acquire billing information directly from their end user and issue their bill to their end user without having to depend on BellSouth's bill.

Q. DID YOU STATE THAT SUPRA COULD NOT OBTAIN AN INTERCONNECTION AGREEMENT THAT WOULD BE SUPERIOR TO EXISTING AGREEMENTS?

A. At the time of the discussion, I believe that Supra had already signed its interconnection agreement. I did explain to Mr. Ramos that as a practical matter that the rates he accepted were probably the best he could get given that they had been arbitrated by the FPSC. Mr. Ramos believes the rates he accepted were too high to develop a valid

business plan.

Q. DID YOU STATE THAT THERE WAS NO NEGOTIATION OF THE SALE OF BELLSOUTH'S DARK FIBER?

A. I explained to Mr. Ramos that we had argued in Florida that Dark Fiber was not a separate network element, therefore it would not be offered through the local interconnection agreement.

Q. DID YOU STATE THAT BELLSOUTH WOULD NOT AGREE TO RESELL ITS BILLING SERVICES TO SUPRA?

A. Yes, I did confirm BellSouth's position not to resell our billing services.

Q. WHY DID BELLSOUTH WAIT NINE MONTHS TO SEND AN IMPLEMENTATION TEAM TO VISIT SUPRA?

A. For several reasons, first the implementation team was refocused late last year to make it more valuable during their visits. All activities were suspended during this review period. Second, due to the rampant increase in number of customers needing a visit, our resources assigned to the implementation team had to be increased dramatically to meet the higher demand for visits. The implementation team is

provided as a courtesy to our new ALEC customers.

Q. DURING THE IMPLEMENTATION TEAM VISIT, WAS AN ORDER REJECTED?

A. Yes. Supra attempted to place an order that was rejected. It was referred to the implementation team for assistance. The order in question was not generated by the implementation team as an example but rather referred to the team for assistance. The order was rejected due to an improper edit which was BellSouth's fault, but later rejected again because the unit number was missing. The order was still pending when the team left. The team later had to assist Supra to resolve the problem.

Q. WAS THE IMPLEMENTATION TEAM VISIT VALUABLE TO SUPRA?

A. From the attached feedback form, you can see that Supra felt the visit was very beneficial. (Attachment MBC-3)

Q. WERE THERE ANY OUTSTANDING ISSUES RESULTING FROM THE IMPLEMENTATION TEAM VISIT?

A. Yes, as always there were some items which required additional research. At the time of this testimony, Supra should have received our response.

Q. DID YOU MAKE A JOKE OF SUPRA'S LOSS OF DIAL TONE DURING THE ALTS CONVENTION IN ATLANTA?

A. I don't remember my exact words to Mr. Ramos regarding his loss of dial tone, but my intent obviously was misinterpreted. Incidentally, I was the one who invited Mr. Ramos to attend the ALTS Show in Atlanta and asked him to stop by our booth. Early that day I had been made aware of an escalation from Mr. Reinke regarding no dial tone at his new location and mentioned to Mr. Ramos that we were working on getting it corrected. Mr Ramos did not appear to have been as upset about the outage as his testimony indicates. We take very seriously our responsibility to provide high quality service to our customers and clearly this would not have been something I would have intentionally made light of to Mr. Ramos.

Q. WHY DID IT TAKE SO LONG TO PROVIDE A COPY OF THE MANUAL THAT EXPLAINS THE SERVICE CAPABILITIES OF THE UNBUNDLED LOOPS?

A. Where we have standard information requests, the Account Team can be responsive because the information is available. In Mr. Ramos' case his requests are so comprehensive that often times information is not readily available to meet his needs and has to be assembled.

Q. DO YOUR "EXPERTS" NOT HAVE CORRECT INFORMATION REGARDING UNBUNDLED LOOPS?

A. Mr. Ramos did meet with BellSouth's experts regarding Unbundled Loop Services. As a new product in a new market, there will always be additional understanding to be achieved as the product becomes mature. We don't agree with Mr. Ramos that our answers regarding Unbundled Loops are suspect. We believed that Mr. Ramos was satisfied with our answers except for one issue which needs additional clarification concerning a BellSouth policy.

Q ARE THERE OTHER EXAMPLES OF THE EFFORTS OF YOUR TEAM TO ASSIST SUPRA?

A. Yes, another example of the extraordinary Account Team support Supra received was the many calls to negotiate payment arrangements. Typically, this falls outside of the Account Team responsibility, but given the sensitivity of the Supra Account, I was

called on many times to negotiate payment arrangements to prevent new service additions from being suspended.

These payment negotiations occurred at least once monthly over a 3 month period.

Q. HOW WOULD YOU RESPOND TO MR. RAMOS' STATEMENTS ABOUT SUPRA'S BUSINESS STATUS?

A. BellSouth has invested a great deal of time supporting Supra's entry into the local market. In spite of regulatory complaints, executive escalations and slow payment pattern, the Account Team has continued to work toward assisting Supra establish operations in Florida.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

Q **(By Ms. White)** Mr. Cathey, have you prepared a summary of your testimony?

A Yes, ma'am, I have.

Q Would you please give that?

A Good afternoon, Commissioners. I'm testifying in this docket to rebut portions of the testimony from O. A. Ramos of Supra Telecommunications and Information Systems, Incorporated, as it relates to issues about BellSouth's account team interface.

Specifically, I testify the complaints made by Mr. Ramos are incorrect because of the BellSouth account team has gone to great lengths to support Supra's need for information, often in support of Supra's investment in telecommunications education, been available and responsive to their needs. Our success is based on their success in the local market.

I've addressed each of Mr. Ramos's complaints in detail in my rebuttal testimony. In each instance they are either misrepresenting the true facts or refusing to accept BellSouth's position. For example, Mr. Ramos indicates that BellSouth has an obligation to have each of its retail contact employees educated on who Supra is so they can respond to end users' questions. I explained to Mr. Ramos it was Supra's responsibility to educate end users on his

company, not BellSouth's.

My testimony demonstrates that Supra's comments related to the account team interface are without merit and should be dismissed by this Commission. In spite of regulatory complaints, executive escalations and slow payment pattern, the account team has continued to work toward assisting Supra begin operations in Florida.

MS. WHITE: Mr. Cathey is available for cross examination.

COMMISSIONER DEASON: Ms. Summerlin?

CROSS EXAMINATION

BY MS. SUMMERLIN:

Q Good afternoon, Mr. Cathey.

A Good afternoon.

Q So are you the boss on this question?

A I'm one of them.

Q You're the person who Mr. Carnes reports to; is that correct?

A That's correct. He has a sales director, Mike Wilburn and Mike -- or Mr. Wilburn reports to me.

Q When did you first personally become aware of Supra's problems that have been raised in this case?

A I was in a meeting -- well, actually I was

sent a copy of a letter that Mr. Ramos sent to J. Alan Taylor of this Commission which outlined several different concerns that he had in three major categories.

Q Had you heard anything about these problems prior to that?

A I heard of the one specifically relating to customers that he alleged that he was being charged for, which he said were not his customers.

Q Did you hear about any of the other kinds of issues that have been raised?

A Not specifically until we met later that month.

Q What kind of response did you make in terms of contacting the account team to try to find out what kind of problems had been reported prior to that letter being written?

A The letter, which was about four pages long, I've got a copy of it here, outlined in pretty graphic detail the issues that Mr. Ramos felt like he had. Surprisingly, about four of the issues that have come up in his testimony are included in that document, specifically relating to his repair complaints, the billing delivery complaints, the OSS complaints and ordering complaints. None of those are contained

within that letter.

Q Did BellSouth do something to try to find out what was going on with Supra after that letter was received?

A Certainly. We met with Mr. Ramos on October 29th and went over -- basically, the agenda was the context of this particular letter that he had sent in to Mr. Taylor.

Q Are you in charge of deciding when the implementation team or the advisory team would visit Supra?

A The advisory team is a tool that's used by the account team as a courtesy to the CLECs to help them, not only begin, but also normalize their service processes in the local market.

Q When you say "normalize," what does that mean?

A Well, there's always a great deal of start-up activity and we found it to be very effective once the CLECs have been in operation for a period of time to actually go in and review their processes to make sure they have all of the information that's needed and they have a complete understanding of how the systems work.

Q Isn't it possible for a company, especially

a small company like Supra, to lose a lot of money in that start-up period if they don't know how to do what they need to be doing?

A I think that's a responsibility of a company that becomes a local telephone company.

Q Basically, is it BellSouth's position, that it's a courtesy to an ALEC that's reselling its services to assist it in getting the information, the training and the ability to do the various activities that have come up in this proceeding?

A I don't know that it's part of their specific local interconnection agreement, but certainly it is our benefit that they succeed in the market and that's what my team is put in charge of.

Q Have you heard anything about the problems that Supra had experienced in terms of the OSS that's been provided to them prior to the letter that you got in October?

A Again, this letter did not indicate any OSS problems. However, in following meetings, not as a major part of the meeting, but as some discussion we had the customer support manager, Cynthia Arrington involved, and there were some discussions around their use of LENS, and also their look ahead of the next generation interface EDI.

Q Is there some kind of system that you have in place to make sure that issues that do arise with a CLEC or an ALEC are resolved?

A When they formally complained in the manner that they did, certainly we follow up on those. We also deal with -- in fact, with Supra as Mr. Carnes' has testified, nearly on a daily basis, so there's a very real-time communication with this particular customer.

Q Looking at this October 21st letter that was written to Mr. Taylor -- you've got a copy of that?

A I've got it here in front of me.

Q Okay. Just looking at the very first item that's on the first page there in terms of the lists of problems. It says "Billing. Every time we send to them a "switch as is" order, BellSouth generates a disconnect of the subscriber from their network. The effects of the disconnect orders are -- " and then he goes on to list a whole bunch of different things that happened. What kind of resolution has been made of that problem?

A That stemmed to a complaint that he had that resulted in a dispute on their bill that we rendered to them for these customers. They felt like they were being overcharged for them.

Q Isn't it possible to do a "switch as is" without issuing a disconnect order?

A I don't know if during this time frame that they had a single C order process. I know later on we do have the ability to do a "switch as is."

Q Without issuing a disconnect?

A Specifically, I don't know what time frame that occurred.

Q Well, this letter was written October 21st. Do you know if this problem has been addressed now? At this point in time?

A My knowledge is, and certainly there's other people who will testify that could go into greater detail, is that we can do a single C order in order to affect the switches as changed.

Q Who is it that's going to know the answer to this problem?

A I would probably advise that Mr. Stacy could answer that question in detail.

Q Do you think he will know the specific resolution of the problem that Supra has had?

A Well, what Supra is alleging in this particular letter, again, goes much more than the conversion of the account. It goes into specifically that they feel like they are being overcharged, as

well as the end user being overcharged in the process of them becoming a Supra customer then converting back to BellSouth.

Q Okay. I would like to give you three different documents. One is actually the letter that you have already been looking at.

A Okay.

Q And then we have two other documents that we'll pass around.

MS. SUMMERLIN: And I'd like to have them identified, please as a composite exhibit.

COMMISSIONER DEASON: That would be identified as Composite Exhibit 34. Can I have a short title, please?

MS. SUMMERLIN: "Letters to BellSouth from Supra."

(Exhibit 34 marked for identification.)

MR. BOWMAN: This is a deposition?

MS. SUMMERLIN: Pardon? Yes, we haven't identified it yet, but we will in a couple of minutes. We're just going ahead and passing them out.

Okay.

Q **(By Ms. Summerlin)** Mr. Cathey, have you got those documents?

A Yes.

Q Okay. We've already mentioned the letter that is dated October 21st, and appears to have like a title in there, "Operations of Resale Agreement with BellSouth."

A Got you.

Q Which you've already discussed as being a complaint letter sent to BellSouth by Mr. Ramos, and showing a carbon copy to you or a copy that was sent to you, also this letter -- actually, it's not to BellSouth, I'm sorry; it's to Mr. Taylor at the Commission.

The other two documents, one is a fax from Mr. Ramos to you dated November 28th, and it is attached to a letter that was written to you from Mr. Ramos dated November 28th. Do you have that?

A Yes, I do.

Q Did you ever see this letter before?

A Yes, I did.

Q This letter, in one paragraph basically, states that "We, therefore, suggest the services of a more knowledgeable experienced and truthful team as the present account team has not been flying straight with us. An example is when Ms. Arrington informed the undersigned of the meeting in Birmingham that BellSouth only generates customer retention letters

after working an order." Are you familiar with that particular reference in that paragraph?

A Yes, I am.

Q What is that about?

A What this is referencing was a comment that was made by the customer support manager who, incidentally, is not on the account team. In fact, three of the four people that are mentioned here as account team members are not on my Staff that he asked to be removed. In fact, these people are centrally located to where they support multiple customers from a center perspective.

But the specific comment came from a question Mr. Ramos had asked earlier in a meeting that I was not a part of dealing with whether or not a letter was sent, a retention letter, in effect, was sent to customers before the actual new connect was completed on Supra's side.

Q Are you aware of whether that was true or not?

A To her knowledge, when they gave that information to Supra, she thought it was correct.

Q Are you aware of whether it ultimately turned out to be true or not?

A Ultimately we did find out that for a short

period of time, which was later referenced in the letter that Mr. White had sent to Mr. Ramos, that there had been a practice where we were sending out, for a short period of time, a customer retention letter prior to the new connect being completed on Supra's side, but that practice had been discontinued.

Q Do you know what period of time that practice took place?

A I'm going to say it was in the fall of '97, somewhere in there. I don't know the specific number of months, but it was no more than a two- or three-month period.

Q And what was going on was that before BellSouth would work an order to switch a customer to Supra, it would send a letter to that customer; is that correct?

A From what I understand, that's correct.

Q Okay.

COMMISSIONER GARCIA: Why was that done?

WITNESS SCOLLARD: I'm not in the retail side of the company, so I don't know that I'm equipped to answer that question completely.

COMMISSIONER GARCIA: Do you know why it was discontinued?

WITNESS SCOLLARD: It was discontinued

because they believed that there should not be any correspondence sent to the end user prior to the service being connected for the carrier that they are going to.

COMMISSIONER GARCIA: Should there be any at any time, do you think?

WITNESS SCOLLARD: I think that in a open market it certainly is appropriate as it is in the interexchange community where retention letters are part of the order every day.

COMMISSIONER GARCIA: Right.

WITNESS SCOLLARD: So I would probably think -- my opinion would be that it would be very appropriate in the local exchange world as well.

Q **(By Ms. Summerlin)** This letter dated November 28th, to you from Mr. Ramos.

A That's correct.

Q It basically requests a change in the account team. And also unblocking of the subscriber addresses and the billing CD ROM which appears to refer to the DAB issue that we've been talking.

A That's correct.

Q Is that correct?

A Yes.

Q What kind of response was made by you and

your department on this particular letter?

A I talked personally with Mr. Ramos about this. The first of December Mr. Ramos came to Birmingham, and he and I had a discussion about it. I told him I felt like it was in his best interest that a change in account manager would not advance his success in the local market.

The context of him asking that question is that in the course of about eight months we tripled the number of CLEC and resellers that are handled out of my group. Nearly tripled the staff. We had quite a few people who had prior telephone experience but very new experience handling this new CLEC world. Even the tenure that Mr. Carnes brought to the table, short as it may be, I thought still placed him in a very valuable position to help Supra get into the local market.

I also felt like based on the response Mr. Ramos had, certainly not that he saw favor with that, but he certainly didn't challenge it nor did he go to my boss which certainly he knew who my boss was and who my boss's boss was.

And I will also make mention that when Staff earlier today asked for the changes that Mr. Ramos would like to see the Commission direct, that in no

mention did he bring up anything about needing a new account manager.

COMMISSIONER GARCIA: Let me ask you a question. Let's say I was the University of Miami or some big institution, let's say we were clients of BellSouth. And I called you and I said, "You know, your customer service rep does not please me." And this is a hypothetical because I know you don't deal with this type of client at this time. In today's competitive environment in terms of trying to keep and retain customers, what do you think BellSouth would do if I said, "I don't like --" let's say, Mr. Ramos worked for you. "I don't like Mr. Ramos. I want another guy." What would you do? What do you think BellSouth would do? I know you don't have direct --

WITNESS SCOLLARD: You've given a hypothetical situation, I'll give you my opinion. And it is a management decision. I have to weigh the interest of the customer, as well as the interest of the company in terms of the employee.

I certainly wouldn't do that without a good review of the information. In this case, I had a personal knowledge of the relationship that Mr. Carnes had to Supra. And I also saw the investment and the commitment that he's made to try to make this company

successful. I also looked at the alternatives I had an a manager to place a brand new green person handling this particular account that had not invested any time to learn what their needs would be in the market and to start all over again.

COMMISSIONER GARCIA: So you felt that it was a better investment in your company and in Mr. Ramos's company to keep the customer representative that Mr. Ramos was objecting to.

WITNESS CATHEY: Continuity has become a real critical commodity in this very rapidly changing end of the business.

Q **(By Ms. Summerlin)** Did I understand you to say about Supra not investing in learning the business, or did I misunderstand what you said?

A I don't think I made those comments.

Q That was not what you said, okay.

On this other, the third letter that we've just passed out. It's one that's attach to this fax that appears to be dated October 27th from -- '97 from Ron Owen to O. A. Ramos. I mean to Ron Owen from O. A. Ramos, and it says, "I need your response urgently. This is my second time of faxing this request to you. Regards." And then the letter that's attached is dated October 22nd to Ron Owen from Ramos

and then it has a carbon to Marcus Cathey.

A That's correct.

Q Did you get that letter?

A Yes, ma'am.

Q This letter raises several issues regarding one, including the revision of the bill to include the billing addresses of the customers?

A That's correct.

Q "And all of the other information that we need to know on the CD ROM package for us to send out a sensible bill to our subscribers."

A That's correct.

Q What action was taken by your shop on that letter?

A On October 29th, I had a meeting with Mr. Ramos when he came to Birmingham. And part of that agenda was a meeting with J. C. Bledsoe that Mr. Owens had mentioned before to try to work through the details in terms of what their particular need was.

And, again, I also point out that in these two pieces of correspondence, which were communications either directly to me or ones that I was a part of, again several of the significant issues that have been brought up in this testimony are not

part of any of these complaints, such as ordering, such as repair. You know, obviously, those things must have come much later on, although by this time Supra had been in business nearly five months.

Q Mr. Cathey, did you ever go to Supra or call Supra up and say, "Do you have any problems that we need to be aware of?"

A Mr. Ramos was very proactive with letting me know where we stood. We had quite a few opportunities to talk. Unfortunately, many of them were about billing.

Q Did you send any of your people to go to Supra's operations to try to find out whether the issues that are being raised in this proceeding right now were being addressed back in the critical first months when this company was trying to figure out how to do the various things that it needed to do to do business with BellSouth?

A We did not visit Supra. However, from my testimony you can see that we did have a good bit of face-to-face contact with Supra. We are centralized in Birmingham. Mr. Ramos was very voluntary to come to Birmingham. At no time do I remember him ever asking us to hold those meetings down in Miami. Certainly we would have considered them had he asked.

Q So does that mean to you that Mr. Ramos was very much interested in trying to succeed as an ALEC?

A Absolutely. And I reflected that in my deposition with you.

Q Does that not raise an issue with you that if he were trying to get the answers to these questions that have been brought up in this proceeding, that somewhere somebody dropped the ball?

A I wouldn't conclude that. Mr. Ramos had a preponderance of questions that changed quite frequently overnight. He completely reversed the course of the company's direction by becoming a facility based CLEC migrating from reseller.

If you look at, also, some of the documents I attached which discussed the last two agendas, you can see the balance of those discussion items were based on not current operating issues, but new issues associated with needs he had about telecommunications on being a facilities-based CLEC, which is a jump up, a whole ladder step up from where the complexity of telecom is from being a resell.

Q Mr. Cathey, is it your testimony that the problems that Supra was having as a reseller doing business with BellSouth that is currently the status of their operation, as far as I understand, unless you

have some different information, that the fact that they are and were investigating possibly becoming facilities-based would somehow absolve BellSouth from being concerned about the problems they were having as a reseller?

A I would say the documentation that you've submitted here, which includes the letter to J. Alan Taylor, the letter to me, the copy of the letter on the resale agreement, which does mention the billing issue, leaves out the repair issues and OSS issues. And, again, I've got meeting agendas that were largely built upon issues that Mr. Ramos wanted us to discuss, which built around him entering business as a facility-based provider?

Q So is it your position that because he had meetings on other topics, that these problems did not exist?

A I'm saying in the balance, based on him having the ability to construct the agendas for us, those agenda -- he did not place those particular topics as important as other needs that he had at the time.

Q What kind of proactive system does BellSouth have to go and find out whether there are issues that a CLEC is having trouble with?

A We have a customer support manager that works with the local carrier's service center. Their role is to be responsive for day-to-day operational issues. There's supervisors as well as managers and directors in our operating systems that are available to assist the CLECs with day-to-day issues. For that trended type problems, certainly, they should get the account team involved with those issues.

We do try to direct them as the most efficient interface into the operating centers because on those day-to-day issues they can get their help the quickest by dealing with the people that can effect the change, rather than using the account team as a liaison to effect that.

Q So there's basically not a point person or a point team of any kind that's really effective in trying to coordinate the resolution of all of the problems that a CLEC might have?

A I'd say it would have to come from a combination of different organizations.

Q So there would be a whole bunch of different entities that a BellSouth CLEC needs to coordinate with?

A I would say that the issues that Supra had fall in the area of billing, fall in the area of

BellSouth's policy on many, many items, and fell into the area of new information that they needed about future services.

Q Did you ever contact the LCSC to find out what kind of performance Supra was experiencing from the LCSC in terms of processing its orders?

A I never contacted them. However, I was in face-to-face meetings with Supra, with the customer support manager representing the local carrier service center.

Q Did you investigate whether or not they were having those types of problems?

A I listened to conversations and tried to add value where I could on the discussion around OSSs. And my recollection is much of it weighed on the fact that they were looking to move to a different type of interface.

Q Is it your position that there is adequate training provided for CLECs?

A I believe there is.

Q Okay.

MS. SUMMERLIN: I have a couple of exhibits that I need to get identified, please. As a composite. There are two pages. And it will be, "Attendance at Training Classes."

COMMISSIONER DEASON: That will be identified as Exhibit 35.

(Exhibit 35 marked for identification.)

Q **(By Ms. Summerlin)** Mr. Cathey, do you recognize these documents?

A No, I don't.

Q My understanding is that they are part of the documents that BellSouth provided in response to Supra's request for production?

A Okay.

Q Actually, late-filed exhibits, I'm sorry, I think from your deposition.

A Well, I understand what they are.

Q Okay.

COMMISSIONER DEASON: Let me ask a question at this point. Is this information proprietary?

MS. SUMMERLIN: Not to my knowledge.

MS. WHITE: No, it's not.

WITNESS CATHEY: It's marked on the bottom.

MS. WHITE: I know it's marked, but it's not.

Q **(By Ms. Summerlin)** If we look first at the attendance at CLEC basic by course date, it has the -- August 18th through the 20th date in the first column there.

A Right.

Q And then underneath there it has the total by class date?

A Right.

Q Apparently that's the number of attendees?

A Okay.

Q For that class?

A Okay.

Q At that time. And then this goes through and gives a number of attendees for each of the classes, it looks like through the beginning of December; is that correct?

A That's right.

Q Okay. So in August, that first segment there appeared for that class there were 17 attendees. And then in September 8 through 11 there appeared to have been nine attendees. And then in September 22nd through 25th there were 19 attendees. And then the 6th through the 9th of October it went to 18 and then the 13th to 16th of October down to -- no, I'm sorry, the 6th through 9th, there was 18, and then went to 13?

A Yes, ma'am, I see the numbers.

Q You know what I'm talking about. Okay. Then the first November class went to 10; second one

went to 8; the December one went to 7, and the second one in December went to 7. Do you have any idea of why these attendance numbers are going down?

A I have an opinion. If you'd like that.

Q Okay.

A On the CLEC basic class, initially those were offered all as free seats. In other words, we gave that out as a courtesy to new market entrants. And we had a change of policy to where we looked at some cost recovery for our expense for incurring their training, which affected the change in policy associated with allowing a free seat to the CLEC. And I'm sure that had some input in terms of the attendance.

The other would be a normalization of what's is happening in the market. We had a flood of new entrants last year, quite a bit of churn in the marketplace in terms of people changing from one company to the next. We had a lot of people who were getting into the business that never had been exposed to telecommunications. Many of them have passed that curve now that the Telecommunications Act has been in place now for a couple of years, and I would probably argue that there's probably less new entrants coming into the market now than there were this time last

year.

Q When did BellSouth start charging?

A I don't know the specific change and, again, it's charging for some of the seats depending on how many attended.

Q For some of the seats?

A In other words, they give one free seat.

Q Each ALEC?

A Each CLEC, ALEC gets one free seat.

Q Okay. I may be confused, but I believe that I heard testimony from Mr. Carnes and other witnesses that there's been an explosion of new CLECs?

A There still are.

Q It's just continually expanding, and it seems kind of weird that this curve would be going in the down direction?

A Well, it depends on what their needs are, you know. And it also depends on what prior knowledge they have about telecommunications. I mean, we have quite a few BellSouth employees for instance that are now part of CLEC operations. They naturally may not need training as much as somebody that used to be barber yesterday.

Q Did you respond to Interrogatory Item No. 9 to Supra's First Set of Interrogatories?

A Either read it to me or --

Q Okay. I'll read it to you. It says, "Identify the training classes offered by BellSouth for ALECs and other telecommunications carriers, give the subject matter covered, the cost for each class, the dates offered and the locations in which they are offered, give the numbers of persons in attendance, how many people have asked for refunds for these training classes and how many complaints have been received by BellSouth regarding these classes?

A I did not respond to that particular question.

Q You didn't? It says down at the bottom "Information provided by Marcus B. Cathey," but you are not familiar with that answer?

A I'm not familiar with that answer.

Q Okay. Let's look at attendance, products and services overview?

A Okay.

Q That attendance shows the October class of 21, the November 17, the second one on November 10 and then in December at 6. Are these CLECs' products and services?

A These would be products and services that are offered by BellSouth similar to the retail, in the

-- out of the retail channel.

Q Are they classes that CLECs would be interested in?

A Depending on what particular market they are interested in, it very well may be.

Q Do you have any explanations for why that attendance pattern seems to be going down?

A Other than the opinions I gave you about the other one.

Q You think they are charging for that one Too?

A Know definitely they are charging for that one.

Q Do you know how much is being charged for the CLEC basic?

A I'm not familiar with the exact price.

Q And you don't know when they started charging?

A Sometime last year, but I can't give you a particular month.

Q So you're not familiar with the answer to the interrogatory, so you're not familiar with the fact that there was a statement here that there's only been one ALEC requesting a refund for tuition?

A I am familiar with that particular question.

Q So you provided that response?

A Yes.

Q And that refund was requested for the products and services class held in October?

A That is correct.

Q Why was there a refund requested?

A The particular attendee was very, very well versed in telecommunications when they came to the training, and they felt like the level of detail they went into was not sufficient, as well as they also wanted more of the applications of the products than what we included in the training at the time. It was more of the specification associated with the products rather than the types of business communications problems a particular product might solve.

MS. SUMMERLIN: I'm passing around another exhibit, and I need to have it identified. It is a page from the manual that we were looking at earlier today. This one is called, "Competitive Advantage With Quick Service."

COMMISSIONER DEASON: It will be identified as Exhibit 36.

(Exhibit 36 marked for identification.)

Q **(By Ms. Summerlin)** Mr. Cathey, do you have that?

A Yes.

Q Are you familiar with this manual that this came from?

A Vaguely. Certainly not to where I've looked through every page.

Q Well, are you familiar with the service, quick service?

A Other than what I see here that's about as much as I know.

Q So you don't know anything about quick service?

A No, ma'am.

Q Would you not be familiar with any service that would give BellSouth a competitive advantage in regards to other ALEC providers?

MS. WHITE: I'm going to object to the extent that he's already answered that he's not familiar with it.

Q **(By Ms. Summerlin)** Well, I'm asking if you would be familiar with any service -- I'm not asking if you are familiar now with this particular piece of paper. I'm asking you if you're familiar with any service that would put BellSouth in a competitive advantage over ALECs?

A I don't think I'm the right person to answer

that question and let me explain to you why.

In BellSouth, about a year ago now, we divided up into a two-markets-one-company approach. And my particular division is in the -- what we call the wholesale division, carrier network marketing. And we are largely there to help support wholesale customers such as Supra. The retail units are in a separate group, and I'm not familiar with products that they may perceive give them competitive advantage. You know, my role is to work with CLECs on utilizing BellSouth, so they may indeed use those products to have a competitive advantage themselves.

So when you ask me that question about whether or not I know of any products that give BellSouth a competitive advantage, that's not my line in the business.

Q Well, do you know of services that give ALECs a competitive disadvantage?

A Not to my knowledge. I don't understand the question.

Q Okay. My question is this document reflects that -- you may not be familiar with this document, but this document reflects that there is a particular service called quick service that gives BellSouth the competitive advantage over other local service

providers' competitors. And what I'm asking you now is you may not be familiar with this, but aren't you in a position where you would know any kind of service that gives CLECs or ALECs a competitive disadvantage?

A Let me explain to you the number of services from a wholesale perspective that we handle. There's over 300 potential resold products out of the GSST. There's over 100 access products that we manage, because many of our customers are also long distance carriers. We also handle over 50 unbundled network elements, as well as negotiate interconnection to 911, DA, signaling, LIDB, collocation, and I could go on and on.

Q Okay. Let me ask you, will Mr. Stacy know about this?

A I don't know if he'll have this -- know about this specific product, but you certainly may ask him.

MS. SUMMERLIN: I think that's all my questions. Thank you.

WITNESS SCOLLARD: Okay.

COMMISSIONER DEASON: Staff?

MR. BOWMAN: Has Mr. Cathey's deposition been marked?

MS. SUMMERLIN: I failed to do that. I need

to get Mr. Cathey's deposition identified, please.

COMMISSIONER DEASON: It will be identified as Exhibit 37.

(Exhibit 37 marked for identification.)

CROSS EXAMINATION

BY MR. BOWMAN:

Q Mr. Cathey, we just have a couple of questions.

Is it your testimony that you were not made aware of many of the complaints that Supra has until the filing of this formal complaint?

A Yes, I am.

Q Were you aware of any of the issues that were made in this complaint prior to this filing?

A Many of the issues that were brought to my attention were more what I'd call positioning kind of issues, dealing with BellSouth's policy.

You know, Supra didn't like the way we charged for customers that change their networking back to ours. They didn't like the cost of our unbundled network elements. They didn't like the information that we provided on billing. They didn't like that we wouldn't do billing and collection on their behalf. So many of the issues I discussed with Mr. Ramos were not associated with day-to-day

performance operations, but were based on things that he felt like he needed from BellSouth in order to do business. And quite ironically, from a billing standpoint, and much to my surprise, in a conversation with him in December, you know, he explained to me why he was delayed with paying our bill was because he hadn't rendered his first bills to his end users. And I find that surprising since he's been in business since July that he would not have seen that as a critical operational opportunity to have a billing process in place so he could have a cash flow.

I can tell you I deal with a variety of CLECs on all levels of sophistication, and I have yet to see one that actually waits on BellSouth to bill so they can in turn bill their end users.

Q Do you believe that BellSouth and Supra could have resolved at least some of these issues had they been elevated to your attention?

A I certainly think we could have made a lot more progress than where we are today.

Q Any specifics as to what may have been able to -- what you may have been able to resolve had it been brought to your attention?

A Certainly. I think some of the repair issues, the selective call routing that they

discussed, certainly, I think we could have made progress on that. The -- maybe some of the ordering types of complaints possibly could have affected some change, because we're doing releases on those systems literally monthly or every other month, and certainly there may have been something we could have effected there. You know, again, many of the discussions we had with them were on policy-type issues where we had one position and they had one that was completely counter. So it was very difficult to make progress on those issues.

MR. BOWMAN: Thank you. Staff has no further questions.

COMMISSIONER DEASON: Commissioners?

COMMISSIONER JACOBS: The OSS concerns that were raised, am I to understand that they should have come to your attention, or -- and that's where resolution could have come?

WITNESS CATHEY: I believe that if it was a serious enough matter for us to sitting here today, and they had been in business for multiple months, then certainly those were issues that I would have thought would have been in some documentation to us formally that we would have reviewed and responded to.

COMMISSIONER JACOBS: Okay. Thank you.

COMMISSIONER DEASON: Redirect?

MS. WHITE: I have no redirect and BellSouth would move Exhibit 33.

COMMISSIONER DEASON: Without objection, Exhibit 33 is admitted.

(Exhibit 33 received in evidence.)

MS. SUMMERLIN: Supra would move Exhibits 34, 35, 36 and 37.

COMMISSIONER DEASON: Without objection, Exhibits 34 through 37 are admitted.

(Exhibits 34 through 37 received in evidence.)

COMMISSIONER DEASON: Thank you, Mr. Cathey, you're excused.

WITNESS CATHEY: Thank you.

(Witness Cathey excused.)

COMMISSIONER DEASON: We're going to take a ten minute recess.

(Brief recess taken.)

- - - - -

COMMISSIONER DEASON: Go back on the record.

MS. WHITE: Yes. BellSouth has called Mr. William Stacy to the stand.

WILLIAM N. STACY

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

DIRECT EXAMINATION

BY MS. WHITE:

Q Mr. Stacy, would you please state your full name and address for record?

A My name is William N. Stacy. My address is 675 West Peachtree, Atlanta, Georgia.

Q By whom are you employed and in what capacity?

A I'm employed by BellSouth Telecommunications, Incorporated as an Operations Vice President in the Interconnection Services Division.

Q Have you previously caused to be prepared and prefiled in this case rebuttal testimony consisting of 17 pages?

A Yes, I have.

Q Do you have any additions or corrections to make to that testimony at this time?

A I do not.

Q If I were to ask you the same questions that are posed in your prefiled rebuttal testimony today would your answers be the same?

A Yes, they would.

MS. WHITE: I'd like to have Mr. Stacy's rebuttal testimony inserted in the record as if read.

COMMISSIONER DEASON: With without objection, it shall be so inserted.

Q **(By Ms. White)** Was there one exhibit attached to your rebuttal testimony labeled WNS-1?

A There was.

Q And do you have any changes or corrections to that exhibit?

A I do not.

MS. WHITE: I'd like to have the exhibit attached to Mr. Stacy's rebuttal testimony marked for identification.

COMMISSIONER DEASON: Exhibit 38.

(Exhibit 38 marked for identification.)

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF WILLIAM N. STACY

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 William N. Stacy. I am employed by BellSouth Telecommunications, Inc. (BellSouth or BST). My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am the Operations Vice President - Interconnect Services for the Interconnection Operations department of BellSouth. In this position, I am responsible for development of the procedures used by BST personnel to process Alternative Local Exchange Company (ALEC) service requests, and for assisting the service centers in Interconnection Operations in implementing ALEC contracts in a manner consistent with State Commissions and the Federal Communications Commission (FCC) rules and regulations governing local exchange competition. I have held numerous positions with BST in Network Engineering, Operator Services, Network Planning and Network Operations.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from the University of Kentucky with a Bachelor of Science degree in Electrical Engineering in 1970. I have held a number of positions of increasing responsibility with BellSouth over 28 years, including positions in engineering, operator services, and network management. In the position I held prior to this assignment, I was responsible for all of BellSouth's regional operations centers, including the center that manages BellSouth's entire trunking network, and those that monitor the switching systems and network transport elements of that network. In my current assignment, I am responsible for developing BellSouth's electronic interfaces for the ALECs, insuring that these interfaces are operationally ready, and for managing issues relating to BellSouth's operational policies relating to ALECs. I am a registered professional engineer in the states of Alabama, Kentucky and Mississippi.

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

A. Yes. I have testified before the state Public Service Commissions in Alabama, Florida, Georgia, Kentucky, Louisiana, South Carolina, and Tennessee on the subjects of Operations Support Systems (OSS), and on Performance Measurements.

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

A. The purpose is to rebut the direct testimony filed by Mr. Bradford Hamilton and Mr. Olukayode A. Ramos of Supra Telecommunications & Information Systems, Inc. ("Supra"). Specifically, I will address Operations Support Systems ("OSS") issues.

REBUTTAL OF DIRECT TESTIMONY OF OLUKAYODE A. RAMOS

Q. MR. RAMOS CLAIMS THAT ALECS MUST FAX AN ORDER TO BELLSOUTH AND WAIT A MINIMUM OF 48 HOURS TO RECEIVE A FIRM ORDER CONFIRMATION (FOC). IS THAT CORRECT?

A. No. Supra has submitted over 2,000 orders via LENS since August, 1997. Since Supra is a LENS user, Mr. Ramos should know that orders, especially correctly submitted orders, sent electronically via LENS can and do receive FOCs in less than 24 hours. Even correct faxed orders can and do receive FOCs in less than 24 hours. LENS provides a "View FOC/CN" function, which returns electronic Firm Order Confirmations (FOCs) and Completion Notices (CNs).

Q. MR. RAMOS STATES THAT THE EARLIEST TIME PERIOD IN WHICH A RESELLER CAN HAVE SERVICE PROVISIONED TO A CUSTOMER IS FOUR BUSINESS DAYS. IS THAT CORRECT?

A. No. Mr. Ramos is mistaken. As explained above, a correctly submitted

order can receive a FOC in less than 24 hours. Supra also has the published interval tables also used by BellSouth retail for activities not requiring a dispatch to the premises, for example, a switch-as-is order will be worked the same day if the order is placed before 3:00 p.m. EST, or the next day if the order is placed after that time. Supra also has access via LENS to the same database used by BellSouth retail to show available dispatch appointment data, which is DSAP. Therefore, the provisioning interval varies according to the service desired, but could be worked as quickly as less than 24 hours.

Q. DOES SUPRA NEED ACCESS TO THE CUSTOMER RECORDS INFORMATION SYSTEM ("CRIS") AND THE REGIONAL STREET ADDRESS GUIDE ("RSAG") AS MR. RAMOS SUGGESTS?

A. No. BellSouth is required to provide access to pre-ordering and billing functions. BellSouth has provided the required pre-ordering access via LENS and EC-Lite, both of which access RSAG for address validations, so direct access to RSAG is not needed. BellSouth has provided the required billing access via the Daily Usage Files (DUF), which accesses CRIS, so direct access to CRIS is not needed.

Q. MR. RAMOS STATES THAT BELLSOUTH INDICATED THAT ALECS CAN RESERVE A MAXIMUM OF 100 TELEPHONE NUMBERS PER CLLI (COMMON LANGUAGE LOCATION IDENTIFICATION), "A.K.A. CENTRAL OFFICE." IS THAT CORRECT?

A. No. Once again, Mr. Ramos is mistaken in his understanding of basic telephony. First of all, a CLLI is not the same as a Central Office. Any Central Office, which is a switching center, may have several CLLIs (a set of telephone numbers), and usually does. Secondly, BellSouth removed the 100 number telephone number reservation limit per Central Office on January 15, 1998. Therefore, Mr. Ramos' complaints here are no longer appropriate.

Q. MR. RAMOS CLAIMS THAT BELLSOUTH HAS FAILED TO PROVIDE ORDERING AND PROVISIONING TO SUPRA AT PARITY WITH ITS RETAIL UNIT SO THAT SUPRA WILL FAIL IN THE RESALE BUSINESS. IS THIS CORRECT?

A. Absolutely not. As my South Carolina and Louisiana FCC affidavits and numerous testimonies have explained at great length, BellSouth indeed provides ALECs ordering and provisioning at parity with its retail units. BellSouth's ordering and provisioning systems are

- Electronic Data Interchange (EDI), and LENS - both of which Supra uses or has used for electronic ordering - which feed the

- Local Exchange Ordering (LEO) system, which performs edit checks to ensure the proper data is correctly submitted on the order, which then feeds the

- Local Exchange Service Order Generator (LESOG), which mechanically generates a service order which it feeds into the Service

Order Control System (SOCS), which is the same system into which all BellSouth's retail service orders flow as well.

As the South Carolina, Louisiana, and North Carolina Public Service Commissions have all stated, BellSouth provides ordering and provisioning functions at parity with its retail unit.

Q. WHAT IS YOUR RESPONSE TO MR. RAMOS' STATEMENT, "BELLSOUTH REFUSES TO USE THE ELECTRONIC INTERFACE EQUIPMENT THAT SUPRA HAS PURCHASED."?

A. BellSouth does not "use" electronic interface equipment that an ALEC purchases -- the ALEC uses it. This shows a basic lack of understanding of the electronic interfaces operations about which Mr. Ramos is testifying.

Q. MR. RAMOS CLAIMS THAT LENS IS THE PRIMARY SYSTEM FOR (CHANGE) ORDERS. IS THAT CORRECT?

A. No. As stated several times in my state testimonies and federal affidavits, EDI is BellSouth's primary ordering system, which does indeed support change orders.

Q. MR. RAMOS COMPLAINS ABOUT LENS NOT BEING ABLE TO ACCEPT ORDERS FOR MORE THAN 6 LINES OR PBX TRUNKS.

DOES BELLSOUTH HAVE A SYSTEM WHICH CAN ACCEPT ORDERS FOR MORE THAN 6 LINES AND PBX TRUNKS?

A. Yes. BellSouth's primary ordering system, EDI, can accept orders for well over 6 lines, and is available to and occasionally used by Supra. PBX trunks can also be ordered via EDI. Centrex orders are handled manually for both BellSouth retail and ALECs.

Q. MR. RAMOS CLAIMS THAT SUPRA WAS NOT TOLD THAT LENS CANNOT ACCEPT ORDERS FOR MORE THAN 6 LINES. IS THIS CORRECT?

A. No. Supra was indeed told that LENS cannot support more than 6 lines per order. Supra received the same training on LENS that all other ALECS received. The LENS instructor informs the class several times during the courses that LENS cannot be used for more than 6 lines or complex orders. Also, the LENS User Guide states that LENS will support simple residence and business for six lines or less. The first Supra employee was trained on LENS in July, 1997, and two others were trained in November, 1997, so the LENS User Guide was explained and given to them. Finally, the LCSC personnel advised Supra to manually issue 6 lines or more on paper orders.

Q. MR. RAMOS CLAIMS THAT THERE WAS NO RECORD OF A PBX OR CENTREX ORDER SUPRA SUBMITTED. PLEASE COMMENT.

A. Supra sent their Customer Services Manager (CSM) a list of 78 hand-written telephone numbers, names and addresses, on plain paper with no Local Service Requests (LSRs), asking that they be switched on August 15, 1997. The CSM advised Supra that they must use the Ordering Guide for ALECs to place their paper orders on the proper forms.

Q. SUPRA CLAIMS THAT FAXED ORDERS TO BELLSOUTH ARE OFTEN LOST. PLEASE COMMENT.

A. As Mr. Milner notes, BellSouth installed a fax server in October, 1997. BellSouth's fax server at the LCSC (Local Carrier Service Center) boasts above a 95% completion rate for faxes. This is not a problem.

Q. CAN YOU COMMENT ON SOME OF THE ORDERING AND PROVISIONING PROBLEMS SUPRA CLAIMS TO HAVE HAD WITH BELLSOUTH'S INTERFACES?

A. Yes. BellSouth is continually enhancing its OSSs to give ALECs more and more features. Some of those ordering problems were incorrect Universal Service Order Codes (USOCs) submitted in their orders to BellSouth. Correct USOCs are clearly identified in the Local Exchange Ordering Guide, which has been available since a year ago. Also, BellSouth has posted downloadable USOCs on its interconnection web page.

Another of the problems Supra has had involved LENS not being able to handle supplemental orders electronically. As of March 16, 1998, LENS can indeed handle supplemental orders electronically.

Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT BELLSOUTH HAS NOT PROPERLY NOTIFIED SUPRA OF CHANGES (E.G. PASSWORD CHANGES) TO BELLSOUTH'S OPERATIONS SUPPORT SYSTEMS USED BY ALECs?

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

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

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

changes.

Q. MR. RAMOS COMPLAINED ABOUT A PIC ADDS/DISCONNECTS REPORT THAT BELLSOUTH SENDS OUT, STATING THAT IT'S INTENDED FOR LONG DISTANCE CARRIERS, AND THAT IT DOESN'T MATCH LENS. PLEASE COMMENT.

A. The PIC Adds/Disconnects Report-BellSouth is a report that has been generated for Access Carriers since Divestiture. This report whose acronym (PIC) means **Preferred Interexchange Carrier**, is sent to all ALECs to advise them of PIC activity for their customers. This report has a corresponding matrix that is provided to the ALEC by their account team. This matrix helps them to track activity according to the code placed on the order. This report's intent is not to track revenue. PIC changes happen so frequently that any comparisons to previous data would be pointless. This is why the PIC report will not necessarily match LENS. Additionally, at a recent on-site, 3-day meeting a BellSouth team had with Supra in Miami, this PIC report never surfaced as a problem, and Mr. Ramos was present at this meeting.

Q. MR. RAMOS CLAIMS THAT LETTERS INDICATING CUSTOMERS SWITCHING BACK TO BELLSOUTH ARE RECEIVED BY SUPRA THREE WEEKS AFTER THE SWITCH. IS THIS CORRECT?

A. No. BellSouth's policy is to send any Local Exchange Company (LEC) change notice out 1-2 days after the switch occurs. These notices are sent via U.S. Mail, so the receipt time will vary by U.S. Mail time, which means that the ALEC receives the notice 2-5 days after the switch occurs. This letter is sent to the billing name and address. Some ALECs seem to have problems with internal routing of such letters, so that all the interested parties within that ALEC are notified of LEC changes.

Q. MR. RAMOS STATES THAT LENS IS THE ONLY BELLSOUTH OPERATIONAL SUPPORT SYSTEM SUPRA HAS AT ITS DISPOSAL. HE ALSO CLAIMS THAT BELLSOUTH HAS NOT PROVIDED SUPRA PRE-ORDERING, ORDERING, MAINTENANCE & TROUBLE REPORTING, AND DAILY USAGE FILES BILLING FUNCTIONS. IS THAT CORRECT?

A. No. Mr. Ramos is clearly mistaken. As BellSouth has indicated in numerous testimonies, filings, and affidavits since a year ago, BellSouth offers ALECs two ordering systems - EDI and LENS, both of which Supra has used - and now two pre-ordering systems - LENS and EC-Lite. Additionally, BellSouth offers two maintenance and trouble reporting systems - Trouble Analysis and Facilitation Interface (TAFI) and the Electronic Communications Trouble Administration (ECTA) interface. BellSouth's billing interface is provided via the Daily Usage Files (DUF).

Q. WHAT IS YOUR RESPONSE TO MR. RAMOS' CLAIM THAT

BELLSOUTH HAS NOT PROVIDED ADEQUATE WRITTEN RULES, CODES, INSTRUCTIONS, DESCRIPTIONS OF PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE, OR ACTUAL SUPPORT SERVICE?

A. BellSouth denies this allegation. BellSouth has provided Supra and other ALECs extensive documentation on its electronic interfaces. This documentation includes:

- 3-Volume Local Exchange Ordering Guide
- LENS User Guide
- CGI-LENS Specification
- TAFI User Guide
- EDI-PC Harbinger documentation
- The edits used by LEO, LESOG, and SOCS, which are the extensive edits used for both BellSouth retail and ALEC service orders.
- The Rejects Requirements binder, where BellSouth documented its requirements for rejecting orders containing errors, in advance of any OBF standards.
- The USOC Manual.

All of these documents are available on BellSouth's interconnection web site also. The above is extensive documentation on BellSouth's electronic interfaces covering rules, codes, instructions, descriptions of procedures, and technical guidance (also provided verbally and in person). Other personal support includes on-site visits to Supra, the most

recent of which was on March 24-26, 1998.

Q. MR. RAMOS COMPLAINED ABOUT ALEC ORDER PROCESSING TRAINING, PRESUMABLY LENS TRAINING (THE SPECIFIC CLASS WAS NOT INDICATED), STATING CONFUSION INVOLVING AN ORDER FORM BEING FAXED AND THE PROPER PLACE TO RECEIVE ITS INSTRUCTIONS. PLEASE COMMENT.

A. Mr. Ramos, who has not attended any LENS training classes, is confused. LENS training concentrates on how to use the system LENS, as it should. If an order was incorrectly submitted to LENS, prior to March 16, 1998, any supplemental orders were faxed to the LCSC. As of March 16, 1998, LENS can now handle supplemental orders electronically, so this is not an issue. The proper class to learn all about manual forms completion is a 5-day ALEC Basic class which BellSouth also offers to any ALEC.

Q. IS MR. RAMOS' CLAIM THAT BELLSOUTH WILL NOT ACCEPT ORDERS WHEN LENS IS DOWN CORRECT?

A. No. The LCSCs are 24x7 operations, and accept orders any time of any day, totally independent of LENS availability, which is frequently at or almost 100%.

Q. MR. RAMOS CLAIMS THAT LENS WAS DOWN FOR AN ENTIRE WEEK FROM JANUARY 23 TO JANUARY 30. IS THAT CORRECT?

A. No. The reason why Supra could not access LENS during that time is because they were denied LENS access due to bill non-payment.

Q. MR. RAMOS CLAIMS THAT BELLSOUTH HAS NOT PROVIDED SUPRA WITH ACCESS TO UNES AT PARITY WITH BELLSOUTH. IS THAT CORRECT?

A. No. First of all, BellSouth does not use UNEs; they were created entirely for the ALECs. Secondly, BellSouth has provided Supra with electronic access via EDI to the most common UNEs: loop, port, interim number portability, and loop plus interim number portability. Additionally, Supra can order infrastructure UNEs such as trunking and signaling via the Exchange Access Control and Tracking system (EXACT).

REBUTTAL OF DIRECT TESTIMONY OF BRADFORD HAMILTON

Q. MR. HAMILTON CLAIMS THAT BELLSOUTH'S LENS TRAINING DID NOT ANSWER HIS QUESTION ON HOW TO FIND THE CUSTOMER'S PREVIOUS CUSTOMER CODE. PLEASE COMMENT.

A. LENS training is based on what LENS displays, which is the current customer code, on the Customer Service Record. Previous customer codes are not needed, nor are they a function of LENS.

Q. MR. HAMILTON CLAIMS THAT HIS LENS TRAINERS COULD NOT SHOW HIM HOW TO ORDER NEW INSTALLATIONS, INCLUDING JACK INSTALLATIONS. IS THIS CORRECT?

A. No. Mr. Hamilton attended LENS training on November 5, 1997. New installation orders, including ordering new jacks, is a valid function in LENS. The error Mr. Hamilton mentions did not occur in this class. If an error message had occurred, Mr. Hamilton would not have been told to submit a paper order as he claimed. He would have been told to enter the appropriate jack code information in the features/services section of the line details page in LENS.

Q. MR. HAMILTON CLAIMS THAT WHEN ASKING A CALL FORWARDING QUESTION ON HOW TO CHANGE THE NUMBER OF RINGS, THE LENS INSTRUCTORS TOLD HIM THEY WEREN'T SUPPOSED TO TELL HIM, BUT GAVE HIM THE ANSWER ANYWAY. IS THIS CORRECT?

A. No. The LENS instructors indicated this question was not asked in the November 5 class. If it had been asked, for a new installation, the ALEC would be told to enter the ringing cycle field identifier information in the feature detail section in LENS. The LENS instructors have never been asked not to give this information to ALECs.

Q. WHAT IS YOUR REPONSE TO MR. HAMILTON'S CLAIM THAT

BECAUSE HE IS "AN EXPERIENCED TELEPHONE WORKER AND KNEW THE RIGHT QUESTIONS TO ASK," THAT THE LENS INSTRUCTORS WERE UNCOMFORTABLE WITH HIM IN THE CLASS?

A. The LENS instructors indicated that they remember Mr. Hamilton from the November 5 class and that he was very pleasant and seemed to enjoy being in class and seemed to be happy with LENS. They also indicated that during the exercise portion of the class, Mr. Hamilton logged on to his Supra LENS ID and issued some orders for which he received FOCs. After progressing part way through the class, Mr. Hamilton made the comment, "No wonder our orders were falling out. We were doing them wrong."

Attached as Exhibit WNS-1 are the evaluations of the eight attendees in the November 5, 1997 LENS class. Since they are anonymous, it is not clear which evaluation is Mr. Hamilton's. What is clear is that they are excellent evaluations, with 89% of the responses being the highest rating.

Q. PLEASE SUMMARIZE YOUR COMMENTS.

A. I have shown that Supra's comments related to OSSs are without merit. The facts show that BellSouth is providing Supra with the required non-discriminatory access to OSSs.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

1

2 A. Yes.

Q **(By Ms. White)** Mr. Stacy, would you please give your summary?

A Yes, I will.

Good afternoon, Commissioners. My name is Bill Stacy, and I'm testifying in this docket to rebut portions of the testimony of Mr. Hamilton and Mr. Ramos of Supra specifically as they relate to issues about BellSouth's operational support systems.

Specifically, I will testify that the complaints made by Mr. Ramos and Mr. Hamilton are not well-founded for two reasons, because Supra's management and employees have either chosen not to use an interface or process that BellSouth has made available, or that they have failed to use the interfaces BellSouth has provided in an appropriate manner.

I address each one of Mr. Ramos' and Mr. Hamilton's complaints in detail in my rebuttal testimony, and in each instance they are simply incorrect.

For example, Mr. Ramos indicates that Supra does not have access to the regional street address guide, RSAG, and the customer records information system, CRIS. However, Supra is an user of the LENS interface which has access to both of these databases.

These data bases contain, among other things, valid service addresses for all of BellSouth's territory, a record of the facilities available at each customer's location, including whether or not that location is equipped for quick serve. And the CRIS database contains a complete record of all customer information, including their account number, their service address, specifically their billing address, and every feature and service that that customer has in service as a retail account with BellSouth. All of that information is available to Supra.

Mr. Ramos also claims that Supra must fax on orders and wait a minimum of 48 hours for a firm order confirmation, or an FOC. That is incorrect. Since Supra is a LENS user, Mr. Ramos should know that orders, especially correctly submitted orders, sent electronically via LENS, can and do receive FOCs in less than 24. In fact, even correct faxed orders can and do receive FOCs in less than 24 hours.

Another example is Mr. Ramos' complaint that BellSouth has not properly notified Supra of changes to the OSS; in particular changes to Supra's password in LENS. However, BellSouth never changes an ALEC's password without notifying that ALEC. BellSouth has had to change a LENS password for only one ALEC and

that ALEC is Supra. Because of Supra's slamming activities and nonpayment of bills from BellSouth, its password has been changed twice. BellSouth notified Supra in advance both times.

Another of Mr. Ramos's complaints is that the report call the PIC adds/disconnect reports that BellSouth sends out is intended for long distance carries and does not match what is it in LENS. As you can tell by its name, the preferred interexchange carrier adds/disconnect report, Supra should understand that it is sent to ALECs simply to advice them of PIC activity, PIC changes for their customers. It is not intended to reflect local activity or local revenue. Because PIC changes occur so frequently, it's not supprising that this report doesn't match the information in LENS if that information is old.

As a final example, Mr. Ramos complains that LENS is the only interface that BellSouth has made available and that BellSouth has not provided adequate written documentation. This simply is not true. BellSouth's EDI ordering interface has been available for almost a year and a half. The TAFI interface for maintenance and repair has been available for nearly a year. The preordering interface called EC-LITE and the trouble reporting gateway called ECTA for repair

and maintenance have been available for approximately five months. As you can see in my written rebuttal testimony, the documentation provided to ALECs takes nearly a page to list, and some of you have seen in other proceedings the large stack of documentation that is available.

Mr. Hamilton complained about the training BellSouth provides for the LENS preordering and ordering interfaces. He complained that the LENS instructors did not answer his questions, did not show him how to perform certain transactions and provided erroneous information.

For example, he claimed that the instructors told him that they were not supposed to tell him how to change the number of rings for call forwarding but would give him the information anyway. The LENS instructor, however, recalled that that question simply was not asked during that class. And if it had been asked for a new installation, the ALEC would be told to enter the ring cycle code in the field identifier block in the field detail feature section in the LENS. The LENS instructors have never be asked not to give this information to the ALECs. The evaluations of this particular session, which were attached to my rebuttal testimony, show that each of

the attendees -- even though the evaluations are anonymous -- they show that each of the attendees seemed quite satisfied with the instruction. These are just examples of Supra's complaints.

The other issues raised by Supra are similarly unfounded and are contradicted by the facts about the OSS interfaces BellSouth offers and provides to ALECs such as Supra.

My testimony demonstrates that Supra's complaints related to OSS are without merit and should be dismissed by this Commission.

That concludes my summary. Thank you.

MS. WHITE: Mr. Stacy is viable for cross examination.

COMMISSIONER DEASON: Ms. Summerlin?

CROSS EXAMINATION

BY MS. SUMMERLIN:

Q Good afternoon, Mr. Stacy. How are you doing?

A Good afternoon.

Q Can you tell us what your position is at BellSouth?

A I am an Operations Vice President in the Interconnection Services Division which deals with -- specifically with the local exchange carriers as part

of the larger Networking Carriers Service Division.

Q Have you had any personal experience with the problems that Supra has raised in this proceeding?

A I have not had personal experience with the problems other than the request from people in the interconnection organization to assist with resolving these issues.

Q So all of the statements that you make in your testimony are based on reports you've gotten from other people at BellSouth; is that right?

A They are based on two things. They're based on reports from other people I have at BellSouth and they are based on facts dealing with capabilities that the electronic interfaces do provide.

Q Let me ask you something, would you say that Supra fits into a pretty small category of ALECs in Florida in terms of the kind of business activity that it's trying to do in terms of resale and trying to become facilities-based and also trying to serve both business and residential customers?

A Would I say that Supra fits into a small category of resellers in Florida.

COMMISSIONER GARCIA: Is it relatively, unique, Mr. Stacy? Do you have a lot of companies doing --

WITNESS STACY: We do not have a lot of companies in Florida doing both acting as a reseller and as a facility-based and doing residence and business. The number is very small.

COMMISSIONER GARCIA: How many do you have? Without --

MS. SUMMERLIN: He has an exhibit.

WITNESS STACY: Four or five, I'm doing that from memory. I don't have that exhibit in front of me.

MS. SUMMERLIN: I was going to ask to identify Mr. Stacy's late-filed deposition exhibit, WNS-1, titled, "ALECs Operating in Florida as of 4-1-98, April 1, '98.

CHAIRMAN DEASON: You wish that identified?

MS. SUMMERLIN: The title is "ALECs Operating in Florida."

COMMISSIONER DEASON: I'm sorry. You wish to have that identified?

MS. SUMMERLIN: Yes, sir.

COMMISSIONER DEASON: That would be Exhibit 39.

(Exhibit 39 marked for identification.)

Q **(By Ms. Summerlin)** Mr. Stacy, you prepared the response to this -- well, obviously, it's your

late-filed exhibit. And instead of trying to drag it all around, do you have a copy of what you produced? It's only got a few words on it, and I was going to read it and if it sounds like it's okay, then that may be --

A I do have a copy of it.

Q Okay.

A It was not where I expected to find it there just a second ago. I do not have the copy that got filed. (Hands document to witness.)

Thanks.

Q Okay this late-filed deposition exhibit is titled "ALECs Operating in Florida as of April 1st, '98?"

A Yes, and that's -- I'm sorry.

Q Go ahead.

A I was going to -- the title without the -- the title without the context of what generated the numbers is probably a little misleading, but --

Q Well, if you want to elaborate that's --

A The question was to list the CLECs that had placed orders for facilities from BellSouth and that's the definition of the term "operating."

Q Okay. That's fine. That helps.

Okay, the first category appears is "Total

Operational ALECs"?

A Yes.

Q And you have reported here that there are 34?

A That's correct, as of April the 1st.

Q Okay. Then you have a category called "Resale Only," and you report 23?

A 23.

Q And then you have a category "Facility-based Only," and you report five?

A Correct.

Q And then you have a category "Both Resale and Facility-based" and you report six?

A Yes.

Q Is that correct? Which of those did you put Supra in?

A At the moment Supra is in the resale-only category. They do not have any facility-based interconnection trunks established with us, which is when we move them from one category to the other.

Q Do you recognize that they are working in that direction?

A I recognize that after literally the last two or three days. I had not heard that they had planned to become a facility-based carrier until very

recently.

Q Okay. So, basically, would you agree that they are in a pretty unique category?

A Yes.

Q Okay. Did you look at whether or not these ALECs serve both business and residential? Did you look at that issue at all?

A No, I did not.

Q Okay. Are you familiar with whether these six -- or the ALECs that are in this category are both resale and facility-based, whether they are doing business and residential?

A I am not. I have not seen this data broken out in that fashion.

Q Okay. I understand that you provided a response to Item No. 10 of Supra's First Set of Interrogatories.

A I believe so. Just a second. Let me find it.

Q I have one other copy right here?

A I have mine.

MS. SUMMERLIN: I would request to identify that as an exhibit at this time.

MS. WHITE: I thought it was already in the --

MS. SUMMERLIN: Okay. Yes. I'm sorry. It may be already, so I don't need to do that. That's fine.

Q (By Ms. Summerlin) Okay. It's Item No. 10 of the responses to Supra's interrogatories.

A Yes, I have that.

Q And you have it in front of you? Okay.

The question here says, "What percentage of ALEC orders get processed the first time they are submitted to BellSouth? What are the reasons for orders that do not get processed the first time by percentage? What percentage of Supra Telecommunications and Information Systems orders get processed the first time they are submitted to BellSouth? And what are the reasons for orders that do not get processed the first time by percentage?"

Do you want to respond to this, or do you want me to just go through it and you say okay?

A I'll be glad to respond to the request as if I were answering it.

Q Yes. Okay. And show what the numbers are that you provided.

A We provided numbers for January and February data in this particular set, which was returned on March 20th. For all ALEC orders submitted to

BellSouth, in January 63.7% of those processed the first time without error. In February, 87.4% of those processed the first time without error. For Supra's orders, the numbers are similar. 63.4% of them processed in January without error the first time. 86.1% of the orders submitted in February processed without error the first time.

Q Okay. So would you agree that this appears to reflect that Supra's performance in terms of how many orders get processed the first time is pretty much in line with everybody else's, ALECs?

A It is similar to the average. I would not say that it's in line with everyone else's. The average says it's in the middle. We have CLECs whose processing capability is as high as 98.7%, which is the highest CLEC I had in these months, and as low as 15%, first time order success. So Supra is right in the middle of the map.

Q So they are pretty much in line if you were taking an average?

A Yes.

Q Okay. And that's true for both January and February it appears?

A That's correct.

Q Okay. And I assume that -- do you have any

explanation for why there's an increase in February, a fairly dramatic-looking increase; do you have any idea about that?

A We made a number -- in each month make a number of system changes to try to address specific problems. There were a number of changes made close to the end of January that impacted the February results. And that's the most evident impact. For instance, even though it is a requirement that the CLEC match the billing address on a "switch as is" order, and that is a requirement from the National Ordering Standards Forum, we put in a permissive request that if the service address matched, we would take the billing address that they had put in and that reduced the number of errors significantly. There were ten or 15 changes like that where we made changes to enable the CLEC's orders to flow through better, even though it did not comply completely with the national standards.

Q Okay. So the change you just now mentioned made it more permissive in terms of whether or not the CLEC had to match the billing -- or service address, I mean?

A No, that particular one was the billing address.

Q The billing address. Okay. What are the other changes that were made?

A I did not bring a comprehensive list with me. There were similar changes to that where a piece of data that the CLEC -- the ordering and billing form standards require that the submitted order be perfect. There are a number of required fields, and the data in those required fields has to be a perfect match for BellSouth's internal systems. There are methods for getting that data to the CLEC. But there were a number of those changes that we are working in the national forum with other CLECs to get the specifications changed and say that these should not be -- either not be required, or at least should not be fatal -- what's called a fatal flaw in the order. They were all similar areas to that.

Q Okay. So prior to these changes being made, orders that went in and that we're having to -- that BellSouth was making comply with those more difficult standards, what was happening to those orders?

A Prior to this change, those orders were error out, they would be picked up by a representative in the LCSC, a form called a clarification created. That clarification includes the error and the error code and that form would be faxed back to the CLEC.

Q You also provided a response to Item No. 17 of BellSouth's responses to Supra's interrogatories; is that correct?

A Yes, I did.

Q Okay. In that -- the question here I'll read I just so we can make it known to everyone, "Does BellSouth use manual or paper submission of service orders or change orders internally? In what specific activities is manual or paper submission used? What percentage of total internal orders are manual or paper?"

And your response, I'll go ahead and just read it. "Paper submission is our manual process. The decision to use the paper process is at the ALECs' election. Simple orders can be submitted through the local electronic navigation system, LENS, with the exception of "see change order activities," these are limited to paper submission at this time. A complex order cannot be submitted through the LENS, so a paper order must be submitted. Electronic data interchange can handle simple and complex orders in a batch mode, depending on the ALECs preference."

Explain to me what orders have to be processed manually by ALECs or have to be sent in in a manual form to BellSouth?

A What orders have to be sent in in a manual form?

Q Uh-huh.

A It's a little easier to tell you in the negative, and I'll start that way and then clarify it.

There are a list of 34 products and services, which include over 200 variations, that can be ordered electronically from BellSouth using either the LENS interface or the EDI interface. All other products and services have to be ordered manually.

The products and services that can be ordered electronically include all of the normal residence and business services, PBX trunks, hunting, basic rate ISDN and a few other complex services. But the whole group of complex services which would include all of the high speed data services, unbundled elements, except for the loop and the port themselves, all have to be ordered manually.

Q Okay. So there's a category of orders that absolutely have to be ordered manually?

A Yes, there are. That same category is handled manually for BellSouth.

Q Okay. And then there's other categories of orders that can be ordered electronically?

A Can be ordered electronically or at the

CLEC's operation can be ordered manually.

Q Okay. If a CLEC has to submit an order manually for processing to BellSouth, does that process have a greater likelihood of error?

A I have never actually done a test, but the likelihood of error should be exactly the same. It's the same information whether it comes through the electronic interface or through -- crosses as a paper copy.

Q Well, if the CLEC has to provide an order manually, isn't it true that they have to physically fill out a local service request?

A Yes. And in the case of electronic, they are electronically filling out the local service request; same information, exactly the same form.

Q When they do it electronically, are there any provisions in the systems that assist them in doing that in a way that will not be as time-consuming and difficult as the manual process?

A Yes. That's the whole purpose of electronic purpose is to make it easier, faster and more accurate.

Q Is it your position that the CLECs and ALECs have been provided an equivalent level of electronic capability in terms of processing their orders

equivalent to what BellSouth has at its disposal?

A Yes. And let me expand on that answer.

The FCC required us to do two things in the August 8th order. And then they've clarified that since then in an Ameritech order, a Southwestern Bell order and two orders in two of our states, Louisiana and South Carolina, which says this is what you're supposed to do with OSSs. They require us to provide access to certain functions of the operational support systems, and the words are, quote, "substantially at same time and manner as we do for BellSouth." And that is exactly what we have set out to do and have accomplished.

COMMISSIONER GARCIA: Didn't we ask you to do the same thing in Florida?

WITNESS STACY: Yes.

COMMISSIONER GARCIA: Did you mention it and I just didn't hear it?

WITNESS STACY: Well, no, I didn't mention Florida. I was just listing the FCC orders. Those were FCC orders on South Carolina and Louisiana.

COMMISSIONER GARCIA: On South Carolina and Louisiana 271 proceedings?

WITNESS STACY: At the FCC, yes.

COMMISSIONER GARCIA: Correct. They

approved you; and, therefore, the FCC ruled on their approval and what they requested with those --

WITNESS STACY: Right. And in each of those there were only a few words in the original August 8th order. In fact, there were hardly any words about operational support systems. Then we got to the Ameritech old where there were 15 or 20 paragraphs, and that was further expanded and clarified in the Louisiana and the South Carolina orders until they wrapped all the words around it finally.

Q (By Ms. Summerlin) Mr. Stacy, I may have asked you something similar to this a minute ago, but if a CLEC or an ALEC wants to have their order processed as quickly as possible and spend as little time involved in it as they can, would they choose to do electronic processing?

A Yes, they would.

Q Okay. You acknowledge that the manual processing is much more time-consuming?

A Manual process is more time-consuming both for the ALEC and for BellSouth.

Q And so it's your testimony that it's the CLEC's option? I mean, they have the choice to decide how they're going to do it, electronic or manual?

A That's correct.

Q Okay. I have here a late-filed deposition exhibit of Teresa Gentry, and I know you did not produce it but since Ms. Gentry is not here, you're the most pertinent witness, and I would like to ask to have it identified as an exhibit.

Mr. Stacy, do you have a copy of that?

WITNESS STACY: I do not have a copy of it. I did see a copy earlier today.

Did you give me your copy?

MS. WHITE: No, I gave my extra copy to the Staff.

MS. SUMMERLIN: We have two that we can hand out. (Hands document to witness.)

COMMISSIONER DEASON: This will be identified as Exhibit 40.

(Exhibit 40 marked for identification.)

Q **(By Ms. Summerlin)** Mr. Stacy, this late-filed deposition exhibit requests the number of orders placed electronically versus manually by CLEC in Florida. And the response that Ms. Gentry gave is the numbers are not available by state, but she says please see attached. And then if you will look at the attached exhibit it appears to reflect the number of orders faxed versus the number of orders through EDI, and then the orders through LENS and then the total

local service requests.

A That's correct.

Q Okay. And if you look at the very end of this exhibit, where the totals are, it appears to reflect a total number of faxed orders. And those would be considered manual orders, right?

A That's true.

Q Okay. The total number of faxed orders appears to be 74,316. The total number of EDI processed orders is 629. And the total number of orders processed through LENS is 14,803 orders. Do you see those figures?

A Yes, I do.

Q Does that appear correct from what I'm saying?

A Yes, it does.

Q Okay. And then the total local service requests appears to be 89,748?

A Correct.

Q If you do a percentage figuring on that it appears that 82.81% of that total would be manually submitted orders. Does that look right to you?

A Subject to check, yes.

Q Okay. Subject to check. And it appears if you do the figuring on the EDI orders it would be

.7%. And then the LENS orders add up to 16.49%?

A That's correct.

Q Or at least, subject to check.

A Subject to check.

Q Apparently this reporting period was April 1st through April 27th of '98, so we're talking right now?

A Yes.

Q Do you believe that this would reflect that there is an incredibly high percentage of manually processed orders?

A Yes, I do.

Q Okay. Do you believe that there is some reason for this?

A Yes. In fact, I know some of the reasons for it.

Q Okay. Well, what are the reasons?

A The five largest ordering CLECs, all of whom order in excess of 2,000 units a month, have chosen to stay in a paper mode because of the method they have gone to to implement their business plan. They do not collect orders in a centralized location; they collect them in a distributed manner. They create paper orders, and they actually mail the orders to us in a -- or Federal Express the orders to us in a box

every night. We are working very hard to get our labor content down to convert them to electronic ordering. If they account for -- well, actually the total of those users accounts for a little bit over 46,000 out of the 74,000 orders that were sent in manually.

Q And you said you're trying to get your labor?

A Our labor cost down. Every electronic order that's submitted properly, I don't have to have a service representative touch. Every one that is submitted manually, I have to have a person do the input work on behalf of the ALEC. If I can convert those customers to electronic ordering and get them to change their business processes so that they are electronic, they get faster service on the orders and I get reduced costs.

Q Is it your testimony that the CLECs that have faxed this high percentage of orders are doing it because this appears to fit within their business plans better?

A Yes. Because it appears to fit within their particular business plan.

Q Has BellSouth ever heard any CLEC or ALEC complain about the problems that they've experienced

with EDI?

A I'm sorry, with EDI?

Q Yes. And that would be a reason why they are manually submitting their orders?

A Now, let me deal specifically with EDI, and then we can go back to your general question.

My single largest EDI user went out of the resale business, specifically AT&T. That system was built to support them, and a few other users, and they decided to back out of the resale business about two months ago. So the particularly low percentage of orders in that category is sitting there because that system was adapted for them.

In terms of other EDI users, we have, I believe, a total of seven at current, all of whom are relatively small carriers. I do not have -- let's see I have one open complaint on a particular field in EDI in the way we're requiring them to do input. I don't have any general complaints.

Q You would not acknowledge that AT&T had serious problems with EDI?

A Absolutely not. They were processing -- excuse me, that's proprietary. They were processing a lot of orders through EDI every month until they decided to go out of the resale business.

Q Do you have any idea of what percentage of their orders were going through EDI?

A What percentage of theirs were going through EDI?

Q Uh-huh.

A 100%. It was their interface mechanism with us.

Q And you had no complaints from AT&T whatsoever on the EDI process?

A On the EDI process?

Q On the use of EDI as a way to submit their orders to BellSouth?

A No. Not on the use of EDI. Now we have a continuing series of discussions with AT&T, both regulatory and on a customer basis, about what capabilities are going to be available and which version of EDI. I don't put those in the complaint -- I don't put those in the operational complaint category.

For instance, they had asked us and have asked us formally to include EDI Version 8.0 capabilities in Version 7.0. And after some discussion, we declined to do that, and they have complained about that. So I have those -- a number of those kinds of complaints. But in terms of

operationally putting orders through the system every day, we were doing very well until they changed their business mode.

Q Is it your position that BellSouth has provided adequate training on EDI to ALECs?

A Yes, I believe we have. It's a very complex subject. Let me give you two examples.

The simplest form of EDI is a PC-based package that we provide for the ALECs, called PC-EDI. The training on it is relatively simple because you are filling out and creating an electronic version of a local service request. So there is a very short training period for using that EDI package. And then there are a series of acceptance tests with the value-added network provider and with BellSouth to make sure that orders flow through from that package. So there's not a lot of training on that particular package.

On the other hand, if you're an AT&T or an MCI or someone who wants to build your own EDI system, we spend several hundreds of hours of programmer time with them checking, cross-checking and coding and testing. So there's a vast range in there.

Q If you're a small company and you want to be able to operate in the most efficient manner, wouldn't

you want to be able to use EDI?

A Yes, I believe you would.

Q As opposed to manual processing?

A Certainly.

Q Okay. Do you believe that CLECs are voluntarily deciding to manually fax orders instead of using EDI?

A I believe that the cost and learning curve on the CLEC side of EDI is significantly steep. And a number of the CLECs have chosen not to go up that curve. They've decided that manual would still be more cost-effective for them.

Q Isn't it because EDI has a great deal of problems and causes a great deal of problems in the processing of orders?

A Absolutely not. We have processed thousands of orders through the EDI system. Now the rate is down in this particular month. It is a standard well-tested, thoroughly documented system that's was working for our single largest customer, as I said, until they changed businesses.

Q The very largest customer?

A They were for a time. They are not now.

Q Very sophisticated, has tremendous resources?

A Yes.

Q Okay. Let me ask you when a CLEC or ALEC submits their local service request to BellSouth, those orders, if they go through EDI, if they -- if the CLEC tries to use EDI to electronically submit the order, that order would go -- if it were not absolutely correct and perfect, would it not appear in the LCSC, the local carrier service center if it went into an error status?

A Today it would not. That process changed with an EDI version change on March 16th, so there are two different things that happened. One before March 16th and one after March 16th. Let me give you today's version.

Today if an error occurs for a LENS user or EDI user, an error code is attached to the order and it's sent electronically directly back to the ALEC that sent the order.

Q Okay. So if an error code is sent, then there is no one that the CLEC or ALEC can call to ask help them figure that out?

A They can call the LCSC, but the error code is returned to them electronically, and the error codes are intended to be self-explanatory so the ALEC can make the correction without manual assistance.

Q That still puts the CLEC or ALEC in the position of not having any human intervention on the other end, doesn't it?

A Yes, which is exactly what the FCC required us to do.

Q If -- before March 16th, if an order submitted through EDI were sent back to the CLEC or the ALEC, would it not have come from the LCSC?

A Yes, it would have come as a fax from the LCSC. That electronic process did not exist until March 16.

Q It was sent as a fax back. Now the person that would have sent it back as a fax would be called the service rep; is that right?

A Yes, that's correct.

Q Did the service reps get any training on EDI?

A On EDI? No, nor did they need any, I guess is the clarifying part of that question. They are dealing with -- and maybe I need to give the two-minute explanation. I'll be very short.

EDI is nothing more than an electronic method of moving a local Server's request from the ALEC to BellSouth. When an error occurs, the service rep in the LCSC, prior to March 16, is not dealing

with an error that is in any way related to EDI. They are dealing with the same kinds of errors that they would see if that order had been submitted on a paper form. So they are dealing with an error in a field on the local service request, just like they would be on paper. They just happen to be dealing with an electronic copy of it.

So they didn't get -- other than the fact that they know that that order came in through EDI, it's just another local service request. It's an electronic copy of a local service request.

Q Is it your testimony that CLECs do not need access to the OSS systems of BellSouth to be able to effectively process their orders?

A It's my testimony that they have the access required by the Telecommunications Act and the order to effectively do all of the functions defined by the FCC, preordering, ordering, provisioning, maintenance and repair and billing; that we have provided that access and that they have it today.

Q Do they have access equivalent to the access that the service rep would have in the LCSC?

A Equivalent to the --

Q The access --

A Equivalent functionality, yes.

Q Equivalent functionality?

A Yes.

Q So it's your testimony that anything that you can do in the LCSC, the CLEC or ALEC should be able to do the same way?

A No, not the same way. What I said was equivalent functionality. Let me define that, for instance.

Mr. Ramos testified earlier they need access to RSAG, that Supra needs access to RSAG. That access is provided through three systems. I only talked about LENS. There are two others that provide access to the same database that the LCSC reps use. The LCSC representatives use a different screen to access it, but they have access to exactly the same data. That's what I mean by functionality.

Q Aren't there numerous data bases available to the people in the LCSC that work for BellSouth that are not available to the CLEC?

A To my knowledge, there are none that are essential to the provisioning of service to an end user.

COMMISSIONER GARCIA: But there are things that your people that --

WITNESS STACY: Yes. For instance, the

local service rep has access to a tool we call the local order tracking tool. That's what they actually use to track a manual order through our systems. The CLEC has no use for that, so they have no access to it.

Q Isn't it true that the service reps have access to databases that allow them to confirm whether a USOC code is correct or not with just entering three or four digits into the system?

A Whether it is correct or not?

Q Yes. Whether the system will accept it?

A No. They have access through -- in the LCSC's case, through DOE and SONGS to P/SIMS, which is also accessible directly through LENS, and it brings up a list of valid USOCs in the central office by central office code. It's differently formatted, but it's exactly the same data.

Q Isn't the devil in the details here about--. You know, it's the same information ultimately, but if you can't access it the same way, isn't that pretty important?

A No, ma'am. I'm missing something here.

If the information is provided in substantially the same time and manner, I've met my requirements as a wholesaler. Now, should I make it

easier for the CLECs? Yes, I have three customized preordering solutions: I have LENS, I have the common gateway interface to LENS, and I have a system that we built for AT&T called EC-LITE, each of which deliver exactly the same information in slightly different manners. And then I have the systems that LCSC service reps use which deliver exactly the same information in slightly different manners.

The devil is in the details, and we're providing all of the details to Supra and to the other ALECs that they need to create a correct order.

Q Isn't it true that a supplemental order has to be faxed or submitted manually?

A Only for a LENS user. For an EDI user, it's submitted electronically and has been since April of last year.

Q So if a CLEC or an ALEC knows how to use EDI then they can do their fixing of any problem that occurs with EDI.

A Yes. And, in fact, since March 16th they can also do that in LENS.

Q So what you're saying is a -- there is no need to manually submit supplemental orders anymore?

A That's correct.

Q For any kind of order?

A For any order that could have been handled electronically in the first place.

Q But even now, if it's something that has to submitted manually?

A Then once you -- if it's a complex service and the original order has to be submitted manually, then supplements and all of the other changes are handled manually. You're off in a manual process.

Q When you submit a local service request, if you're an ALEC, to the LCSC, is this an activity that would take a great deal of time if you do it manually? In a relative sense to the electronic process?

A It depends on the business preparation that the ALEC has made to get ready to send that order.

Let me take you through two examples. If the ALEC sat down and tried to manually fill out all of the required fields on a paper copy of the local service request, that takes a considerable amount of time. If, as some of our ALECs have, they create their own electronic copy of their request and just fill in one or two fields, print a copy and fax it to us, it takes them a few seconds. If they do it electronically, it can be even less than that. So there's a wide range of choices there.

Q Isn't it true that BellSouth's internal

procedures don't require that local service requests be filled out by BellSouth people manually?

A Well, BellSouth doesn't use a local service request. That is just for ALECs. Let me finish explaining that.

BellSouth service reps have the ability to create orders electronically for a wide variety of products and services similar to the variety of products and services that LENS and EDI orders can use. If it's a manual order for an ALEC -- for instance, and I'll use an example I've used before, an order for a frame relay circuit. That's a manual order. That's a manual order for BellSouth; it's a manual order for an ALEC. All the way through the system. Information is created on paper forms. It's finally turned into an electronic form well inside the provisioning system of BellSouth.

Q When manual orders were submitted to the LCSC -- or are submitted to the LCSC, isn't it true that they come in on a fax server and actually create a piece of paper?

A Depending on which time you're referring to. As we discussed, I think during my deposition, there was a period of time when a faxed image was used.

Correct -- I have checked since we did any

deposition. They came off the faxed image and went back to a printed image because the copy of the faxes was relatively poor. So we have gone back and forth between printed copies and electronic copies.

Q If an order is submitted to the LCSC by a CLEC or an ALEC, and it comes in as a piece of paper, aren't there numerous steps that are involved in the processing of that order that will result in delaying the processing of that local service request?

A No. There are really only two steps involved in processing that order. It's received by someone, generally a clerical person, and logged into a system. And then it's given directly to a service representative who does the work required. The only extra steps that would be required is if there are errors on the order. Then there is an exchange of clarifications with the CLEC to correct those errors. So there are no additional steps or extra steps.

Q If an error came up when the service rep was looking at an order, and the service rep looked at any particular data element on the local service request and it appeared to be erroneous based on plugging it into whatever electronic system is used for that particular data element, is there any process allowed for trying to hook up with the CLEC or ALEC, or is

that order just simply automatically sent back to the CLEC or ALEC?

A It is -- the service rep's job is to determine as much as he or she can, all of the errors on the order, and send them back on a clarification. But there's no attempt to call the CLEC. We made a policy decision early on we would not accept telephone clarification on those orders; we would require a corrected order. So a faxed form, called a clarification, goes back to the CLEC asking them to correct and resubmit the order.

Q When the CLEC receives the order back, do they have to go through the same process again?

A Yes.

Q Doesn't this process cause a tremendous delay compared to what BellSouth can internally do for its own orders?

A I wouldn't agree with tremendous delay, but it does cause a delay. If the CLEC manually submits an order, it is going to take longer than if they electronically submit the order, which is exactly why we provided the electronic systems.

Q Isn't it true that when the manually faxed order goes into the LCSC that it prints out in one location. A clerical person picks it up, then takes

it to the supervisor. Then the supervisor decides which of the service reps is available for that processing job on that particular order; is that correct?

A That's true in at least one of our units. There are slight variations on that process in other units.

Q Wouldn't you agree that that adds a great deal of time to the processing of orders?

A No, ma'am. No, ma'am. You're talking about work coming in all day long in a steady stream being distributed to people who do the work. That doesn't add time to the processing. Those orders are in somebody's hands who can process them shortly after they are received.

Q Are you aware of any delay that can occur when a service rep has processed an order and is ready to release it to the system, BellSouth's internal system?

A And is ready to release it to the system.

Q Yeah, when the order is completed. Is accurate according to --

A Complete and correct and the service rep is ready to release the order?

Q Yes. Are you aware of any delay in the

order being released to the system and the firm order confirmation being sent to the CLEC?

A I'm missing something here. Let me -- the question doesn't -- I'm sorry.

Q I'm sorry. It wasn't a very good question.

If the service rep in the LCSC is processing an order and completes the process of looking through the order and finds that it is correct, is that individual going to immediately send a firm order confirmation?

A No. They are going to immediately submit the order to the system. There are a number of allowable variations in the work process as to whether they send back the firm order confirmations one at a time, or whether he or she finishes a stack of orders and then sends back a stack of firm order confirmations.

Q Isn't it true that it could be a number of hours before the firm order confirmation is sent back to the ALEC or CLEC?

A Yes, it could be.

Q And doesn't that put the CLEC and ALEC -- or ALEC in an inferior position in terms of knowing what the due date for that particular order is?

A Absolutely not.

Q Why not?

A If they have used the interval guides -- either the manual interval guides or the due date intervals in LENS, they have exactly the same information to promise their end user a due date that BellSouth uses. If they submit it with that desired due date, the order will be -- the due date on that order will be assigned there. The firm order confirmation does just what it says, it confirms that.

COMMISSIONER JACOBS: Would the LENS record indicate which order it was or which customer that order pertains to?

WITNESS STACY: If you were -- the reference I was making was using LENS to obtain the information by placing a manual order. If you submitted the entire order using LENS, you have all of the customer information there in front of you.

COMMISSIONER JACOBS: But if not, then you wouldn't have that?

WITNESS STACY: Right. If you submitted it manually, you would not have all of that information in front of you. It's two records you have.

COMMISSIONER JACOBS: Okay.

Q **(By Ms. Summerlin)** Please look at Teresa Gentry's deposition transcript. Page 24.

A I don't think I have that. (Counsel hands document to witness.)

Excuse me. Page 24?

Q Yes.

A Yes.

Q Are you familiar with Teresa Gentry?

A Yes.

Q Can you tell us what her position is? Or was? Recently? Do you know what her position is right this minute?

A She's a customer support manager in the Birmingham LCSC at the moment. She was a production supervisor, service rep supervisor in that unit until a month or so ago.

Q Okay. And you're familiar with what her position was there and what she did?

A Yes.

Q Okay. And that she supervised 14 people?

A I haven't looked at that number, but subject to that, yes.

Q It's in here in her deposition. So she basically was a supervisor working in the local carrier service center supervising the service reps that actually processed the orders that the ALECs send in to BellSouth?

A For specific ALECs, yes.

Q Okay. So that is what Teresa Gentry's job is, or was at the time that I was asking her about this process.

A Right.

Q On Page 24 at Line 11, what I want to do is to just point out a couple of things that Ms. Gentry said and then ask you for your reaction to it. Line 11 the question says:

"Let me ask you one more thing. Now, when an order came into that shop, electronically, and is it true that what you were saying before is that your people would never see it if it had no error, so there would be no intervention at all at any time. You would not have your people pull it up on a screen and they would look at it and say it looks fine and move it on. That would not happen."

And she said -- the answer was no. And I said "Question: So it would just simply go on through the system without you having any access to it."

She nodded in the affirmative. And then the question was "Okay. So if a CLEC was able to use LENS or EDI effectively, and were able to put in an order correctly, your people would not be involved in it at all; is that correct? I mean, is that what you are

saying? I'm not trying to put words in your mouth, I'm just trying to make sure.

"Answer: That's not necessarily correct.

"Question: Well, would you correct what I'm not understanding there?

"Answer: They could put the order in correctly. It could be something that should not be put in the system that will not work, like over six lines. They could put it in, but it doesn't work that. So it's still going to fall out. So it's not that the CLEC could put something in correctly and I never see it. They could put it in correctly, but if it's something that the system is not going to work, it's still going to fall out for us to process.

"Question: I see. So it could be a correct order but the system wouldn't accept it. Okay. I understand what you're saying now. Then if it bops out of there for whatever reason, you guys are going to be looking at it?

"Yes," is her answer.

"Question: Okay. So one of those that you just referred to, would be an order that someone tried to use LENS -- a CLEC tried to use LENS and they tried to do more than six lines. Is that an example of that kind of problem?

"Answer: That was a scenario. Yes.

"Question: And then if somebody -- first of all, the CLECs that you were using or interacting with in trying to do orders for during this period of time, how many of those CLECs or what percentage of those CLECs were using LENS?

"Answer: I don't know.

"Question: You don't know?

"Answer: No.

"Question: So you don't know what kind of -- are most of them using LENS?

"Answer: I don't know.

"Question: You don't know?

"Answer: I don't know.

"So you don't know if they are using EDI?"

And the answer is no.

"And the reason for this is because if they were using this you might not see the activity because it would have been correct?

"Answer: That's correct.

"Question: And the system would have accepted it so you would not have seen it?

"Answer: That's true.

"Question: What are the kinds of scenarios -- let me just ask you this: As a

supervisor for that section for a year, with 14 --"

COMMISSIONER GARCIA: Is there a question here?

MS. SUMMERLIN: Yeah. I'm trying to indicate what the answers were that I got from this witness that I would be asking today if she were here that Mr. Stacy can respond to because he is the most pertinent person to do that.

COMMISSIONER GARCIA: Why don't we ask Mr. Stacy if he's read it and then maybe he -- you can ask him a question, then he can answer the question.

Q **(By Ms. Summerlin)** Have you read this?

A Yes, I have.

Q Okay. Give an example of the scenarios that the people at the LCSC center would have to work with when ALECs submit an order manually and there is an error on those orders?

A And there is an error on those orders?

Q Yeah. What types of errors come in on those orders?

A All right. Let me clarify. Submit an order manually. We were talking about electronic in Teresa's deposition here. Submit an order manually and there's an error on the order.

Q Yeah.

A In the last month I looked at it, which was not April but March, the most common error was an invalid address. The next most common error is what's called an invalid USOC, that is an USOC had either been ordered that wasn't available in that office or a combination of USOCs was ordered that did not work together. And then there were a host of smaller errors --

Q Okay.

A -- in the list. So those are the kinds of errors they would deal with.

Q How would the service rep know that the USOC was invalid?

A How would they know it was invalid? They would input the order, try to create the order, look in P/SIMS and determine that that USOC was not available in that specific office.

Q Would that person have to know anything about USOC codes? The service rep?

A Yes. They have an extensive training on working with both the direct order entry system and the USOC codes.

Q Isn't it true that it's the electronic system that tells those service reps whether the USOC code is correct or not?

A I'm missing something here. Yes, the electronic system does. If the CLEC had submitted the order electronically the same electronic system tells you that it's good or bad. We were talking about a manually submitted order, that's why I'm confused.

Q Yeah. Well, what I'm saying is when the service rep receives the order and the service rep is going through her process of looking at the order and trying to determine if it's a correct order.

A Right.

Q At some juncture that service rep has to input the USOC code; is that correct?

A That's correct.

Q And the system that she inputs it into is which system?

A That system is, for the state of Florida, DOE, the direct order entry system.

Q Is DOE directly accessible to CLECs?

A It is not.

Q What system does the service rep use to figure out whether the address is valid?

A She uses the regional service address guide, RSAG.

Q And when she plugs that in that system tells her whether the address is valid?

A Yes, it does.

Q Is that system available directly to the CLEC?

A No, it's not. It's available in mediated access through LENS, CGI and EC-LITE, as I mentioned earlier.

Q What other elements on the local service request have to be verified by the service rep?

A The certain elements of the customer service record have to be validated. For instance, the -- on a "switch as is" order, the listed address has to match the listed address or that will be an error because we're not sure which customer really is.

Element -- item-by-item every item on the local service request is in some way or the other validated. The CLEC code has to be a valid CLEC code. The billing account number to be a valid master billing account number.

Q What system tells the service rep that the billing account code is right?

A A piece of paper laying on their desk, actually, at the moment. That is not in a system anywhere that checks the master account number for a manual order.

Q And you mentioned -- what was the thing you

mentioned right prior to that? You had another element on the local service request that had to be validated.

A Oh, the CLEC number?

Q Yes. That's just simply a number that identifies --

A A four-digit code that identifies a specific CLEC. That's a paper table at the moment.

Q Okay. Can you tell us what the systems are that the service rep of the LCSC uses to process that local service request?

A They use that DOE system to process that service request.

Q Is that the only system they use?

A DOE has access to the systems I've listed a couple of other places. DOE has access to RSAG to validate address, the regional street address guide. It has access to ATLAS to obtain and reserve telephone numbers. It has access to P/SIMS and COFFI to verify what features and services are available in that office. It has access to CRIS to look at the customer service record, and it has access to DSAP to verify the due date. Every one of those systems in exactly the same manner is available through LENS.

Q It's your testimony that a CLEC can sit

before a terminal using LENS and do exactly what the local service -- or the service rep does at the local carrier --

A No. My testimony is that they have access to all of that functionality. They do not do it the same way.

Q How much time is it going to take to do with the same functionality that you're talking about?

A Well, I can give you one example that I have had timed just because it was of interest to me.

To do a "switch as is" order, which is the simplest type of order in LENS, if you have correct data to start with, if you have a correct address from the end user, and they don't want to make any changes -- this is a "switch as is" order, it takes a little bit over 45 seconds to process. It takes the service rep, because she has to type all of the input, about four and a half minutes to do the same thing. More complex orders go in other directions. Some of them take less time; some of them take more time.

Q Well, isn't it true that LENS won't handle anything that's over six lines; isn't that true?

A It won't handle anything over six lines on one order. It will handle ten five-line orders.

Q So a CLEC is supposed to break up a major

order and do it in little bits and pieces?

A Major orders aren't done through LENS, they aren't done through EDI and they are done through DOE and SONGS. They are done by the account rep sitting down with a customer and creating an order on a piece of paper, which is then worked by a system designer and a system consultant. They are not worked electronically, and I think we've -- somehow we've basically miscommunicated that.

Large accounts are not handled electronically for BellSouth or for the ALEC. They are handled manually.

Q If you talk about an account that has in excess of six lines, is that necessarily a major account?

A Yes. The break on what we call large business is at five lines.

COMMISSIONER GARCIA: So then the vast majority of the business you handle is done, then, by hand.

WITNESS STACY: No. No. That is a very tiny -- the number of businesses that have more than five lines is a very small percentage of our total market. The vast majority of our business is one, two or three line residential, and 1 to 5 line business

customers, well over -- let's see I counted that up. That's well over 85% of our market.

COMMISSIONER JACOBS: So that wouldn't be the reason that some of your other major clients processed most of their orders manually. It would not have been for that reason.

WITNESS STACY: No. Plus the -- I didn't respond to that a moment ago. The six-line limitation doesn't exist if you're an EDI user. That's a LENS limitation in itself. An EDI form can accept an order for hundred lines. We are going to drop it off and look at it manually because we assign a project manager to them when they get in that -- actually, when they get over ten we assign a project manager.

COMMISSIONER GARCIA: The majority of your CLEC business -- 85% of your CLEC business is based in businesses that are five lines or less?

WITNESS STACY: No, that's 85% of BellSouth's retail business.

COMMISSIONER GARCIA: Okay. That's now the question, then, because how about your CLEC business?

WITNESS STACY: I do not know that number for the CLEC business, because we don't see their end user complex. I don't accumulate figures for their end users.

COMMISSIONER GARCIA: You would agree with me that the majority of the business that CLECs are engaging in would probably not be for the residential. This is an exceptional case, but residential or small business, but CLECs, I would assume, are going for businesses that have 20, 30, 50, 60, 70 lines. That would be typical, clearly -- because BellSouth argues that every time it comes before us that all of its competitors are cherry picking, the world is coming to an end, we're losing all of our profitable customers, so I would assume that the cherry picking is in the five-line business, correct?

WITNESS STACY: That's true. The, quote, "cherry picking," I believe is in the larger businesses, but there are CLECs on both sides of the market. There are a number -- in fact, our largest CLECs are off targeting segments in the residential market.

COMMISSIONER GARCIA: Right. And those are targeting bad pay clients.

WITNESS STACY: Bad pay. We have several in other states that are targeting multi-dwelling units. They'll go after a specific base. There are seven or eight different target markets that have emerged other than the bad pay people.

But you're correct, the large businesses -- excuse me, large businesses are an obvious target of the CLECs that are in that particular segment of the market, and those orders are handled manually just as they are for BellSouth. We don't take a 50-line order in BellSouth today, or do anything to a 50-line account without the account representative going on site, sitting down with the telecommunications manager for that company and understanding in detail what they want to be done. Then they create a series of paper forms, the same forms that we require the CLECs to create. And finally that goes through a designer consultant.

COMMISSIONER GARCIA: So if I was Supra I couldn't call you -- let's say I got the Public Service Commission. Let's say I have got this account, and I was Supra, the CLEC. I couldn't call you up and say, "They want exactly what --" and obviously you don't serve here, so.

WITNESS STACY: Right.

COMMISSIONER GARCIA: But let's say you did serve here, and I called you -- Mr. Ramos called you and said, "I want exactly what you're giving them. I want it. I want you -- there's no change in service." It's the same -- I forgot your terminology, but it

takes 45 seconds.

WITNESS STACY: "Switch as is."

COMMISSIONER GARCIA: "Switch as is," would Mr. Ramos be able to do that with a client like the PSC which has a few hundred lines?

WITNESS STACY: Yes. He would need a list of the hundred of your lines and he could electronically submit in groups of five or in groups of ten or more using EDI, he could submit the "switch as is" orders, but it requires an order for every one of those lines. We do not have a process to just switch an account.

Q **(By Ms. Summerlin)** Mr. Stacy, are you familiar with this quick service?

A Yes, I am.

Q What is quick service?

A Quick service is a service. I tried to avoid that. I can't think of a way out of it. Sorry. Quick service is a service offering. When a BellSouth end user moves out of an existing living unit, if it's a living unit where we expect a fairly -- where we think there's a good chance somebody is going to move back in, I'll put it that way, we have a process in place that leaves the telephone service in that residence connected through a process called quick

serve. And the subscriber has dial tone on that line, but they are limited in the calls they can make. And, in fact, the only call they can make now is a call to 911. If they try to make any other calls, they get an announcement that was changed last year to accommodate the CLECs that says, "Service is not available on this line at this time. Please contact your local service provider if you wish to establish service." That may not be the exact wording, but that's the intent of wording. So service is blocked except for 911, but the dial tone is left in place and service can be activated in that location that same day by either BellSouth or by the ALEC.

Q So it's your testimony that ALECs have access to quick service?

A Yes, they do.

Q Well --

A There's an indicator that comes up on the LENS screen when you validate the address that has two indicators on it. The left-hand indicator says, "Cut through, yes or no." The right-hand indicator says, "Quick serve, yes or no." If quick serve is marked yes, service can be furnished at that location in zero days. It can be furnished the same day if the order is submit before 3 p.m. through LENS or EDI.

Q When did quick service become available to CLECs?

A About July of last year. I'd have to go back and -- I didn't have any notes with me. But middle of 1997.

Q Okay. Do you have a copy of Exhibit 36? Which is this page out of the manual?

A Oh, no. I saw that earlier. I do not have a copy of it.

MS. SUMMERLIN: We gave out at least one copy, I think.

Q **(By Ms. Summerlin)** Do you have it?

A Yes.

Q Okay. This appears to come out of a manual that's put out by BellSouth, would you agree with that?

A It appears to. I'm not familiar with this particular manual, but it appears to.

Q Okay. You see the November '97 indication at the bottom left?

A Yes.

Q Okay. Up here it says, "Competitive advantage with quick service." And then it says, "BellSouth has a competitive advantage with quick service over other local service providers'

competitors. As you have already learned BellSouth can provide a customer with service if the address is identified as a quick service number, quick serve number, QSN the same day they request service. For the customer this means that there will not be any delay in providing service. The day the customer desires to move in, the service is operational. Until other local service providers are operational and obtain the same capability as resellers of our access lines, this remains a competitive advantage."

What does that mean?

A It means that whichever retail unit this is, and I believe it's the residence unit, doesn't know that they lost the competitive advantage back in the middle of the year and is still trying to sell it.

Q And you're sure that this is not correct?

A That this is not correct?

Q Yes.

A This information -- I'm sure that quick serve is available to the CLECs today and has been since mid-1997. In that sense this is not correct, although this last paragraph indicates that when they are resellers of our access lines they have that capability. It's just poorly worded.

COMMISSIONER DEASON: Let me ask a question.

In that last -- are you looking at this exhibit?

WITNESS STACY: Yes.

COMMISSIONER DEASON: The last phrase there, the last sentence, there's a phrase, "same capability as resellers". What does that mean, "as resellers?" Does that mean resellers have the capability?

WITNESS STACY: We have other resellers, and I believe -- if this is a residence retail unit page, which is what I believe it's from, there are additional vendors that have a reseller contract with BellSouth that do not operate as CLECs. And those resellers have the quick serve capability as do the CLECs. I think that's the resellers they are referring to here. It's a little confusing.

COMMISSIONER DEASON: Resellers other than CLECs?

WITNESS STACY: Other than CLECs.

COMMISSIONER DEASON: What kind of example is that?

WITNESS STACY: We have -- let's see -- I will probably use the wrong term in Florida. We have telecommunications companies that sign up with us as value-added resellers who sell equipment. And in addition to the equipment they place orders with BellSouth on behalf of their customer for the service.

And they are called resellers. And I believe that's what this reference is directed to. But I'm not certain from this piece of paper.

Q (By Ms. Summerlin) That reference doesn't go to Supra?

A This reference doesn't go to Supra, no. This is something created by a retail unit, I believe, residence.

Q So basically it's a statement that this is an advantage BellSouth would have over Supra? That's what this is saying?

A This is a statement that BellSouth would have an advantage over Supra. What I'm here to tell you is that they are wrong.

Q Okay. Well, if --

COMMISSIONER GARCIA: Let me ask you, BellSouth shouldn't have any advantage over any CLEC, correct?

WITNESS STACY: No advantage that I, as a wholesaler, can generate. They should have whatever advantage the marketing and sales unit can generate with their added value from marketing the product and selling the product. That's what they are entitled to. But as wholesaler, my obligation is to provide the services at resale and the unbundled network

elements in exactly the same manner to CLECs and to BellSouth's retail unit.

COMMISSIONER GARCIA: So that wouldn't be right?

WITNESS STACY: This piece of paper --

COMMISSIONER GARCIA: You shouldn't be doing that.

WITNESS STACY: Shouldn't be -- well, we're not doing it.

COMMISSIONER GARCIA: Advertising that way, if that was an advertisement.

WITNESS STACY: If that were an advertisement, it would have come to my attention much quicker and the retail unit would have gotten it pulled. This will be corrected sometime tomorrow.

COMMISSIONER GARCIA: But it shouldn't be done that way, correct?

WITNESS STACY: It should not be done that way. That capability exists for all of my wholesale customers.

COMMISSIONER DEASON: When you use the term "wholesale customers," you're not referring to customers that utilize unbundled network elements?

WITNESS STACY: Yes. My unit has actually four classes of the wholesale customers. We have

interexchange carriers, who buy from an access tariff. We have resellers, facility-based interconnect providers who buy interconnection services from us, and unbundled network elements providers. All of those are wholesale customers of BellSouth network and carrier services. And in addition, BellSouth's retail units, the consumer, large business and small business units, buy the same products from me at a specific price.

COMMISSIONER DEASON: And would a provider utilizing UNE be able to take advantage of quick service?

A Let me think. We haven't -- if they purchased -- if a facility-based provider purchased an unbundled port and an unbundled loop, and did the work required to connect those together, then they would have quick serve available to them. They can manage that -- they can manage that line in the switch to provide that capability. So it would be available to an unbundled network element provider. This is a capability that actually goes with the switch port. So even if you're an unbundled network element provider, if you're buying the port from BellSouth, this capability is one of the capabilities that's just like you can put features on the port, when you get a

disconnect on the port, you can do the machine work that's called a translation to provide quick serve on that port, so it's available in that sense.

COMMISSIONER DEASON: So even though when a UNE is purchased, there's a disconnect. It can be reconnected with this functionality as part of that reconnection?

WITNESS STACY: If they were buying the port from us it could be done that way. Now, you have to be careful. I've made a simple example. That assumes that they are buying both -- let's see. There's probably three cases in there. If no work is done to disconnect the loop and the port, and they were unbundled in the first place, then this capability exists for an unbundled network element provider as well.

Q (By Ms. Summerlin) Mr. Stacy, are you familiar with the training manuals that are provided for the LCSC service reps?

A I'm familiar with them in -- yes.

Q These manuals?

A Yes. In general. I'm not a trained service rep.

Q Okay. These are manuals that train the LCSC people in DOE and SONGS?

A Yes.

Q Have you ever seen them?

A I have seen them.

Q Okay. One is a trainer guide and one is a student guide here. Are you familiar with the amount of training that BellSouth provides -- excuse me -- to CLECs on preparing LSRs for submission?

A Yes. In general.

MS. SUMMERLIN: There's a late-filed deposition exhibit from Mr. Sansing that was provided, and I'd like to request to have that identified as an exhibit. And it's titled "LCSC Training Materials," that refers to the LSRs?

COMMISSIONER DEASON: That will be Exhibit 41.

(Exhibit 41 marked for identification.)

Q **(By Ms. Summerlin)** I only have one copy of this, Mr. Stacy, and I'll let you look at that. (Hands document to witness.)

A Yes. Unless you have a particular question, I'm generally familiar with this.

Q Am I correct that that's the training material provided to the CLECs on local service request?

A Provided to the CLECs.

Q Yes.

A I'm sorry, I'm missing something here. This is the -- I believe this is the material that's provided to the customer service representative in the LCSC. It may actually be the CLEC material. I'm sorry. Let me look again. I read the header sheet wrong. (I just turned on tape recorder.)

It's not clear to me. This appears to be part of a set of information that is called the Local Exchange Order Implementation Guide. If it is part of that set, it is only a small part of that set and that's why I don't recognize it. I don't see that identification on these pages anywhere. And the question was LCSC training material that refers to the LSRs.

So I believe what this response is, is material extracted from those other guides that is used in the local carrier service center, unless I'm misreading the response.

Q My understanding is that that was an exhibit that was supposed to show the training provided to the CLECs on local service requests.

A I do not know about this request. I'm reading the request off the front sheet on the request.

Q Okay. Well, we won't pursue that right now.

Just one second. (Pause)

Let me go on to another -- I don't want to waste any time on that.

Are you familiar with the -- what is involved in changing a customer in a "switch as is" scenario?

A Yes.

Q A local customer from one provider --

A Service provider to another, yes I am.

Q What is involved in that kind of an activity?

A There is a -- a local service request is submitted by the CLEC. That particular local service request has -- let's see "switch as is" no changes, has three parts. It's the local service request, an end user information form and a resale service form, each of which have certain required codes on them.

That local service request is in then processed either electronically or manually by BellSouth. It creates an order in BellSouth's systems that starts a process in place that does a number of things. That process switches the customers -- customer identification so that the end user identification now points to, and the billing point to

the CLEC. It causes a final bill to be rendered to the previous end user of the service. Those are actually the two big things, the two large things it does.

There are a number of other smaller functions that are triggered as a result of that order, but they are all insignificant compared to that.

Q Okay. Would it be fair to characterize it as a record change?

A Yes and no. It is a records change, but it is a record and billing change at the same time because the billing change -- the billing actually terminates for one user and picks up for another. In the sense that that's done in records it's a records change. But normally what we refer to as records changes have no affect on the account or the end user. It's simply an update, and this isn't an update. This is a substantial change on the account.

Q What's the difference between the action that's taken in this kind of situation and the change of a long distance carrier?

A One code is changed for a long distance carrier. In this particular case a number of sections of the record have to be changed, and as I said, we

have to stop billing that end user, render them a final bill, the billing has to be transferred to the CLECs master account. There are a number of significantly different number of changes.

MS. SUMMERLIN: Just one second. I'll see if I have anything else.

COMMISSIONER DEASON: Let me announce the doors are locked. If you leave you can't get back in, which is probably an incentive to leave. (Laughter)

MS. WHITE: Excuse me, I have to run now.

Q (By Ms. Summerlin) Mr. Stacy, I have a page, again out of the manual, the training manual that we were looking at earlier. This is Lesson 4-4, and I would like to have it identified as an exhibit, please.

COMMISSIONER DEASON: I'm sorry what is this, Ms. Summerlin?

MS. SUMMERLIN: This is a page out of the training manual. It would be titled, "Determining Billing Name and Address.

WITNESS STACY: I'm sorry. Could you identify the manual for me? I neglected to ask you that earlier, since I didn't prepare that exhibit.

Q (By Ms. Summerlin) It's not an exhibit. It was something that was produced to us and we've

pulled a page out of it. It's titled at the top the "CV-517, the New Order," and I'm not sure that we have a title that's better than that on the manual. There's not a cover page to it.

A Okay.

Q But it's the same type of training page that you saw earlier?

A Yes.

COMMISSIONER DEASON: This will be Exhibit 42.

MS. SUMMERLIN: Which number did you give it?

COMMISSIONER DEASON: 42.

(Exhibit 42 marked for identification.)

MS. WHITE: May I approach the witness so I can look at the document?

COMMISSIONER DEASON: Yes. (Hands document to witness.)

Q **(By Ms. Summerlin)** Mr. Stacy, were you around when we were talking earlier today about the issue of getting the billing name and address, or the CLEC like Supra trying to get the billing address of a customer from BellSouth?

A Yes, I was.

Q And having problems with that. If you look

at this, this is identified as Lesson 4-4, and it's dated November '97, and it's titled "Determining Billing Name and Address?"

A Right.

Q And it has a picture here that appears to show steps in the activity of trying to, I believe, validate the address.

A No. This is not address validation.

Q Okay. Let's see here. I'm sorry. Okay. "If your customer wants his or her responsibility to be set up under the listed name and wants the bills to be sent to his or her home address, there are no entries to be made on this window. You would apply the window to save the information and move on to the next window."

COMMISSIONER DEASON: Ms. Summerlin, you need to slow down just a little.

MS. SUMMERLIN: I'm sorry. Okay. Do you want me to read that again?

COMMISSIONER DEASON: Not for my benefit.

Q **(By Ms. Summerlin)** The following picture shows the bill name and address window, followed by the description of each field.

At the lower part of this, on the -- first on the top, it shows the name and the address, I guess

of a hypothetical customer. And then at the lower part of it it says -- shows the city as any town, the state of Florida, 33333, and then whether you could either choose standard or international. Does that seem to be a fair assessment of what it says?

A Yes. I'm not totally familiar with the screen, but I've read the page.

Q Okay. Right below that there's a little statement here that says, "Do not release the billing name and address to telecommunications service providers, other than the preferred long distance carrier." Would you agree that that's what that says?

A Yes, I see that.

Q Okay. Does this seem to indicate that BellSouth is very actively hanging on to that billing name and address, or the billing address as to ALECs?

A No. It indicates that we've complied with the Commission's orders to allow the customer to freeze access to their customer proprietary network information and to their PIC and LPIC if they so choose.

MS. KEATING: Commissioner Deason --

A The billing name -- I'm sorry.

MS. KEATING: I really hate to interrupt, but Staff is having real difficulty following this

line of questioning without a copy of the exhibit that Ms. Summerlin is referring to.

MS. SUMMERLIN: We only have these two copies, and I'll be glad to show it to you.

COMMISSIONER DEASON: Ms. Summerlin, how much more do you have?

MS. SUMMERLIN: I'm about through. This is almost the last thing.

Q (By Ms. Summerlin) Let me read this one for him. Let me just read this one more time, so that everybody is aware of what we're talking about. "Do not release the billing name and address to the telecommunications service providers, other than --"

COMMISSIONER GARCIA: Ms. Summerlin, I think we all know. I think what you need to do is give it to Staff so that they are looking at it. He's seen it, and maybe you should ask your question and get an answer.

MS. SUMMERLIN: Okay.

Q (By Ms. Summerlin) My question is your response was that this simply relates to the situation where the employee of BellSouth is being told not to give out information related to the customer.

A At the customer's election not to give out certain information. The customer has that choice to

ask us not to release that information, just as they have a choice to freeze their long distance carrier and their local toll carrier. Those are choices that have been made available to them.

MS. SUMMERLIN: Okay. If you'll just give me one second, I think I'm about through. I just want to make sure. (Pause)

I need to ask to identify Mr. Stacy's deposition transcript if I have not already done that. I don't think that I have.

COMMISSIONER DEASON: That will be Exhibit 43.

(Exhibit 43 marked for identification.)

MS. SUMMERLIN: And that's all my questions.

COMMISSIONER DEASON: Staff?

CROSS EXAMINATION

BY MS. KEATING:

Q Mr. Stacy, I just have really a few questions and most of them are clarification questions.

My first one relates to this exhibit that Ms. Summerlin was just referring you to, that at the top of the page it says, "The New Order."

A Yes.

Q You were discussing the items in the window

specifically that say, "Do not release the billing name and address to telecommunications service providers?"

A Yes.

Q And just to be clear is that a customer choice?

A That is an option, that is the customer's choice, and the rep would click on that box or star that box at the customer's choice.

Q Does BellSouth provide any CLEC with direct access to CRIS or RSAG?

A We do not. We only provide mediated access through the three methods I indicated earlier: LENS, common gateway interface and EC-LITE.

Q Would it even be possible for BellSouth to provide direct access to either of those functions?

A To the best of my knowledge, it is not technically possible because primarily of security issues.

Q Okay. With specific regard to the ordering problems that Supra has identified, can you think of any other remedy that could possibly be used to help Supra with these ordering problems?

A The remedy to help Supra with their ordering problems is simply an issue of taking the material

that BellSouth has made available and training their representatives to properly use the systems.

I indicated one time earlier we have multiple CLECs that are ordering from us today that have a 98% success rate on placing orders for the same types of orders that Supra is having problems with, but they have spent a significant amount -- invested a significant amount in taking the material that we made available and training and training and training again their service representatives. That seems to me to be the primary issue in the ordering problems themselves.

Q Well, I'm looking at -- this is hearing Exhibit 15. It's the CLEC training registration form, and BellSouth has got training programs for LENS and EDI, correct?

A Yes.

Q I think you indicated earlier that you didn't even think that it was really necessary to go through EDI training?

A The one day -- I actually think it's two days at the moment -- on EDI training is necessary to learn how to use the Harbinger software that we provide. But other than that, if you are already trained and qualified on filling out a local service request, you can sit down at that particular piece of

software and start creating orders immediately. Its a very, very simple piece of windows software.

Q Could you just plain a little bit more what EDI is, sort of what it looks like and then compare it to LENS?

A Okay. EDI is what the industry now refers to as an application-to-application, or machine-to-machine ordering interface. It lets the CLEC -- ALEC, I'm sorry, wrong state -- on their side of the interface create an electronic order in a specific format. And EDI then takes care of transmitting that order without errors, or flawlessly, so you don't have any problems in the transmission. It moves that electronic copy of the order from the CLEC's computer to the BellSouth's computer. And that's all it does.

On the other hand LENS is what is called a human-to-machine interface. And using LENS, a human sits down at a terminal and actually looks at the preordering information and creates an order and sends it. The difference is just that. One of them is a human-to-machine interface. The other one is a machine-to-machine interface.

MS. KEATING: Thank you, Mr. Stacy. Staff has no more questions.

COMMISSIONER GARCIA: That distinguishes that for me, Mr. Stacy, exactly. I was under the feeling that LENS was a human-to-machine-to-human interface.

WITNESS STACY: No. LENS is human to machine. And a properly submitted order never sees another human. It's electronic from there on.

COMMISSIONER GARCIA: And EDI is --

WITNESS STACY: And EDI is machine to machine, and, again, a properly submitted order goes straight on through the system.

COMMISSIONER GARCIA: At some point you need a human.

WITNESS STACY: At the tail end of the process, whenever there is physical work to be done, to actually move the cable pair or do work in the switch.

COMMISSIONER GARCIA: The beginning part --

WITNESS STACY: But the beginning part is entirely electronic for both systems for a correct order.

COMMISSIONER GARCIA: Okay.

COMMISSIONER JACOBS: Now, EDI is used by smaller ALECs and CLECs, or is it only used by the large ones?

WITNESS STACY: We have some very large ones, AT&T and MCI, and some smaller ones, Media One, LCI, ICI. Not small CLECs but smaller CLECs that are using EDI.

COMMISSIONER JACOBS: What's your experience with regard to the smaller ALECs and CLECs? Do they predominantly use LENS or EDI?

WITNESS STACY: It depends on their business direction. The CLECs who are using EDI are doing it because they are facility-based unbundled network element users, and the capability of the order of those things doesn't exist in LENS. So by their choice of business they went to EDI just as a matter of fact.

They do in each case -- no, not in each case, I think five out of the six -- I'd have to add up. They do use LENS to some extent to get preordering information, or in some cases to provide resold services as sort of an adjunct to their basic business, but their primary business is on EDI.

COMMISSIONER JACOBS: Okay. Thank you.

COMMISSIONER DEASON: Redirect?

MS. WHITE: I just have one question.

REDIRECT EXAMINATION

BY MS. WHITE:

Q Mr. Stacy, why did BellSouth make a policy decision not to accept telephone clarifications?

A Two reasons: We were concerned about the accuracy because we would be changing something on a verbal instruction from the CLEC, and we were concerned about documenting the change. We would be changing something without a document from the CLEC that requested the change. So, in essence, we had no record of that, and any disputes later couldn't be resolved.

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

COMMISSIONER DEASON: Exhibits?

MS. WHITE: BellSouth moves Exhibit No. 38.

COMMISSIONER DEASON: Without objection, Exhibit 38 is admitted.

(Exhibit 38 received in evidence.)

MS. SUMMERLIN: Supra moves 39, 40, 41 and 42.

COMMISSIONER DEASON: I have a question about 41. It's my recollection the witness could not identify what that was, and there was some confusion in his own mind as to what it represented. So if

he --

MS. SUMMERLIN: I believe 41 is the page where we had the statement, "Do not release the billing name and address." Is that what it's titled, Commissioner?

MS. WHITE: I'm sorry, 41 was the late-filed deposition exhibit for Mr. Sansing.

MS. SUMMERLIN: Oh, okay.

MS. WHITE: And quite frankly, I'm not sure if I understand what it is either. I know what Ms. Summerlin asked for. I thought what we had attached was the correct answer. But now I'm not so sure, so I will take that to look at that. And if there's any correction to be made, we'll make it, and file that as soon as possible.

COMMISSIONER DEASON: Okay. With that understanding, then, and with no objection, Exhibits 39, 40 and 41 -- I'm sorry, did you also move 42 and 43?

MS. SUMMERLIN: Commissioner, please help me. Is 43 determining billing name and address?

COMMISSIONER DEASON: 43 is the deposition transcript for Mr. Stacy.

MS. WHITE: 42 is the billing name and address.

MS. SUMMERLIN: All right. Okay. 42, then. Yes, I want to move all of those, 39, 40, 41, 42, 43.

COMMISSIONER DEASON: Okay.

MS. WHITE: And, Ms. Summerlin, if you could provide me with a copy of No. 42, I'd appreciate it.

MS. SUMMERLIN: Okay.

COMMISSIONER DEASON: The court reporter needs a copy of that, too, I believe. Without objection and with that understanding, Exhibits 39 through 43 are admitted.

(Exhibits 39 through 43 received in evidence.)

COMMISSIONER DEASON: Thank you, Mr. Stacy, you're excused.

(Witness Stacy excused.)

COMMISSIONER DEASON: Final matters?

MS. KEATING: Only one thing. Transcripts are due May 7th. Briefs are due May 21st. And Staff's recommendation is due to be filed June 18th.

COMMISSIONER DEASON: Okay. Anything further to come before the commission? Hearing nothing. This hearing is adjourned. Thank you all.

(Thereupon, the hearing concluded at 6:40 p.m.)

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STATE OF FLORIDA)
: CERTIFICATE OF REPORTER
COUNTY OF LEON)

I, JOY KELLY, CSR, RPR, Chief,Bureau of Reporting Official Commission Reporter,

DO HEREBY CERTIFY that the Hearing in Docket No. 980119-TP was heard by the Florida Public Service Commission at the time and place herein stated; it is further

CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed by me and under my direct supervision; and that this transcript, consisting of 632 pages, Volumes 1 through 4, constitutes a true transcription of my notes of said proceedings
and the insertion of the prescribed prefiled testimony of the witness.

DATED this 7th day of May, 1998.

JOY KELLY, CSR, RPR
Chief, Bureau of Reporting
(850) 413-6732

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Official Recognition List

Commission Orders Relating to Supra and BellSouth

1. Order No. PSC-98-0500-AS-TX, issued April 10, 1998, approving settlement proposal in Docket No. 971527-TX.

2. Order No. PSC-98-0206-FOF-TP, issued February 3, 1998, approving BellSouth Telecommunications, Inc./Supra Telecommunications & Information Systems, Inc. Resale, Interconnection and Unbundling Agreement in Docket No. 971555-TP.

3. Order No. PSC-97-1213-FOF-TP, issued on October 8, 1997, approving BellSouth Telecommunications, Inc./Supra Telecommunications & Information Systems, Inc. Resale Agreement in Docket No. 970783-TP.

4. Order No. PSC-97-1490-FOF-TP, issued On November 25, 1997, approving BellSouth Telecommunications, Inc./Supra Telecommunications & Information Systems, Inc. Collocations Agreement in Docket No. 971013-TP.

5. Order No. PSC-97-0630-FOF-TI, issued May 30, 1997, approving Supra's certification as an interexchange carrier in Docket No. 970208-TI.

6. Order No. PSC-97-0629-FOF-TX, issued May 30, 1997, approving Supra's certification as an alternative local exchange company in Docket No. 970207-TX.

BellSouth 271 Application Order

7. Order No. PSC-97-1459-FOF-TL, issued November 19, 1997, in Docket No. 960786.

FCC Orders

8. FCC Order No. 96-325, issued in CC Docket No. 96-98 -Interconnection Order.

9. FCC Order No. 96-394, issued in CC Docket No. 96-98 - Order on Reconsideration.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 1
COMPANY/ WITNESS: Staff
DATE: 10: 4-30-98

Orders Issued by the U.S. Court of Appeals for the Eighth Circuit Court

10. No. 96-3321, 120 F.2d 753 (8th Cir. 1997) - Iowa Utilities Board, et al, Petitioners, v. Federal Communications Commission, et al, Respondents; Filed July 18, 1997.

11. No. 96-3519 - The People of the State of California; The Public Utilities Commission of the State of California, et al, Petitioners, v. Federal Communications Commission, et al, Respondents; Filed August 22, 1997.

12. No. 96-3321 - Iowa Utilities Board, et al, Petitioners, v. Federal Communications Commission, et al, Respondents; Filed October 14, 1997.

13. No. 96-3321 - Iowa Utilities Board, et al, Petitioners, v. Federal Communications Commission, et al, Respondents; Filed January 22, 1998.

STIS
Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

Mr. Scott Schaefer
Vice President-Marketing Interconnection Services
BellSouth Telcommunications,Inc.
Suite 34S91
675 W. Peachtree Street , N.E
Atlanta, Georgia 30375
Fax: 1(404) 529-7839

Dear Mr. Schaefer:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996,

Supra Telecommunications & Information Systems, Inc. hereby request to begin the negotiations process to reach a mutually acceptable . Local Interconnection . Agreement with BellSouth Telecommunications Inc. in all the BellSouth States .

Please contact O. Ramos at your earliest convenience at 305 –443-3710 Ext.220

Establish the appropriate company contacts and procedural schedule necessary to Implement this process.

Sincerely,

O. A. Ramos

CEO

cc: Jerry Hendrix
Jennette Fields

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 2
COMPANY/ WITNESS: Ramos
DATE: 4-30-98

STIS
Supra Telecom & Information Systems, Inc.

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P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

John Reinke
269 Giralda Ave, Suite 203
Coral Gables, FL 33134

October 20, 1997

Gregg Beck
Interconnection Services
675 W Peachtree St. NE
34S91
Atlanta, GA 30375

Dear Mr. Beck:
This is a follow up to our application for Local Interconnection Agreement sent on 10/17/97. Please let me know if you have received it and how the process is coming along. As this is vital for the forward movement of our company. You can reach me at 305-443-3710, ext. 240.

Sincerely,

John Reinke
V-P Engineering

cc: O. A. Ramos

Enclosure

SUPRA
Page 1 of 1
Docket No. 980119-TP
Exhibit _____ (OAR-2)

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

January 15, 1998

Mr. Kay Ramos
Supra Telecommunications and Information Systems, Inc.
Suite 203
269 Giralda Avenue
Coral Gables, FL 33134

Dear Mr. Ramos:

This is in response to our conversation of January 9, 1998 regarding the unbundled network element rates that are contained in your Interconnection Agreement with BellSouth. The rates for unbundled network elements in Florida (Attachment 11, Exhibit 2-FL) were set by the Florida Public Service Commission, in Order No. PSC-96-1579-FOF-TP and are permanent rates. These rates are the result of arbitration between BellSouth and AT&T, MCIm, and Sprint Communications. Therefore, BellSouth has little, if any ability to agree to rates different than those set forth in the Agreement executed by your company.

The term of your agreement including all rates, terms and conditions is for two years being October 23, 1997. As the agreement is implemented, if further clarifications are necessary or new items need to be added to the agreement, negotiations would then be appropriate. With the exception of the rates, if you have any specific provisions of the agreement that you find unclear or troublesome, I would be happy to discuss these further with you. As stated in the Agreement, the parties should not expect to commence negotiations on a new agreement until the April, 1999 time frame.

Please call me should you have any questions regarding the above. I can be reached at (404) 927-8389.

Sincerely,

Pat

Pat C. Finlen
Manager - Interconnection Services

cc: Jerry Hendrix - Director - Interconnection Services

SUPRA
Page 1 of 1
Docket No. 980119-TP
Exhibit _____ (OAR-3)



SUPRA TELECOM & INFORMATION SYSTEMS, INC.

[redacted]

BILL DATE: 25-Feb-98

SUMMARY OF CHARGES

Previous Charges	Amount
Amount of Last Bill	0.00
Less Payments	0.00
Balance - Thank You for Your Payments	0.00

Currents Charges

BellSouth	
Monthly Service Charges	37.01
Other Charges and Credits	32.81
Itemized calls	0.00
Local Usage	0.74
Taxes	4.19
Total Current Charges for BellSouth Companies	74.75
Less 10% Discount from *SUPRA TELECOM*	7.48
Total Current Charges Due Before Sep 24	67.28

IMPORTANT NOTICE(S)

For Sales & Service in Miami Call 443-3710, Outside call 1-888-31SUPRA

Due to a delay by Bellsouth in providing the itemized bill your itemized statement will be included in your next bill

A Late Charge of 1.5% will apply to any unpaid charges

Non-payment of regulated charges may result in discontinuance of service, contact business office to determine regulated charges

PLEASE DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT

TOTAL AMOUNT DUE:	67.28	**BILL DATE:**	25-Feb-98
AMOUNT ENCLOSED:		**ACCT:**	[redacted]

SUPRA TELECOM
PO BOX 861762
ORLANDO FL 32886

[redacted]

SUPRA
Page 1 of 1
Docket No. 980119-TP
Exhibit _____ (OAR-4)

CONFIDENTIAL

STIS
Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

FAX

To:	CYNTHIA ANNIGTON	From:	SUPRA TELECOMS
Fax:	205-977-2210	Date:	10-23-97
Phone:		Pages:	INCLUDING THIS PAGE 11
Re:		CC:	

☑ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

These are Lines with BellSouth from the Second Billing we received from your office..

from

Carj Ramos.

SUPRA
Page 1 of 11
Docket No. 980119-TP
Exhibit _____ (OAR-5)

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
1	[redacted]	51	[redacted]	101	[redacted]
2		52		102	
3		53		103	
4		54		104	
5		55		105	
6		56		106	
7		57		107	
8		58		108	
9		59		109	
10		60		110	
11		61		111	
12		62		112	
13		63		113	
14		64		114	
15		65		115	
16		66		116	
17		67		117	
18		68		118	
19		69		119	
20		70		120	
21		71		121	
22		72		122	
23		73		123	
24		74		124	
25		75		125	
26		76		126	
27		77		127	
28		78		128	
29		79		129	
30		80		130	
31		81		131	
32		82		132	
33		83		133	
34		84		134	
35		85		135	
36		86		136	
37		87		137	
38		88		138	
39		89		139	
40		90		140	
41		91		141	
42		92		142	
43		93		143	
44		94		144	
45		95		145	
46		96		146	
47		97		147	
48		98		148	
49		99		149	
50		100		150	

SUPRA
Page 2 of 11
Docket No. 980119-TP
Exhibit _____ (OAR-5)

CONFIDENTIAL

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
151	[redacted]	201	[redacted]	251	[redacted]
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162		212		262	
163		213		263	
164		214		264	
165		215		265	
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167		217		267	
168		218		268	
169		219		269	
170		220		270	
171		221		271	
172		222		272	
173		223		273	
174		224		274	
175		225		275	
176		226		276	
177		227		277	
178		228		278	
179		229		279	
180		230		280	
181		231		281	
182		232		282	
183		233		283	
184		234		284	
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195		245		295	
196		246		296	
197		247		297	
98		248		298	
199		249		299	
200		250		300	

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BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
301	[redacted]	351	[redacted]	401	[redacted]
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345		395		445	
346		396		446	
347		397		447	
348		398		448	
349		399		449	
350		400		450	

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BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
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474		524		574	
475		525		575	
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479		529		579	
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498		548		598	
499		549		599	
500		550		600	

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BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
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603		653		703	
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606		656		706	
607		657		707	
608		658		708	
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617		667		717	
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620		670		720	
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623		673		723	
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629		679		729	
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643		693		743	
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645		695		745	
646		696		746	
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649		699		749	
650		700		750	

CONFIDENTIAL

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
751	[redacted]	801	[redacted]	851	[redacted]
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753		803		853	
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757		807		857	
758		808		858	
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762		812		862	
763		813		863	
764		814		864	
765		815		865	
766		816		866	
767		817		867	
768		818		868	
769		819		869	
770		820		870	
771		821		871	
772		822		872	
773		823		873	
774		824		874	
775		825		875	
776		826		876	
777		827		877	
778		828		878	
779		829		879	
780		830		880	
781		831		881	
782		832		882	
783		~~883~~ 85		883	
784		834		884	
785		835		885	
786		836		886	
787		837		887	
788		838		888	
789		839		889	
790		840		890	
791		841		891	
792		842		892	
793		843		893	
794		844		894	
795		845		895	
796		846		896	
797		847		897	
798		848		898	
799		849		899	
800		850		900	

CONFIDENTIAL

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
901	[redacted]	951	[redacted]	1001	[redacted]
902		952		1002	
903		953		1003	
904		954		1004	
905		955		1005	
906		956		1006	
907		957		1007	
908		958		1008	
909		959		1009	
910		960		1010	
911		961		1011	
912		962		1012	
913		963		1013	
914		964		1014	
915		965		1015	
916		966		1016	
917		967		1017	
918		968		1018	
919		969		1019	
920		970		1020	
921		971		1021	
922		972		1022	
923		973		1023	
924		974		1024	
925		975		1025	
926		976		1026	
927		977		1027	
928		978		1028	
929		979		1029	
930		980		1030	
931		981		1031	
932		982		1032	
933		983		1033	
934		984		1034	
935		985		1035	
936		986		1036	
937		987		1037	
938		988		1038	
939		989		1039	
940		990		1040	
941		991		1041	
942		992		1042	
943		993		1043	
944		994		1044	
945		995		1045	
946		996		1046	
947		997		1047	
948		998		1048	
949		999		1049	
950		1000		1050	

CONFIDENTIAL

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
1051	[redacted]	1101	[redacted]	1151	[redacted]
1052		1102		1152	
1053		1103		1153	
1054		1104		1154	
1055		1105		1155	
1056		1106		1156	
1057		1107		1157	
1058		1108		1158	
1059		1109		1159	
1060		1110		1160	
1061		1111		1161	
1062		1112		1162	
1063		1113		1163	
1064		1114		1164	
1065		1115		1165	
1066		1116		1166	
1067		1117		1167	
1068		1118		1168	
1069		1119		1169	
1070		1120		1170	
1071		1121		1171	
1072		1122		1172	
1073		1123		1173	
1074		1124		1174	
1075		1125		1175	
1076		1126		1176	
1077		1127		1177	
1078		1128		1178	
1079		1129		1179	
1080		1130		1180	
1081		1131		1181	
1082		1132		1182	
1083		1133		1183	
1084		1134		1184	
1085		1135		1185	
1086		1136		1186	
1087		1137		1187	
1088		1138		1188	
1089		1139		1189	
1090		1140		1190	
1091		1141		1191	
1092		1142		1192	
1093		1143		1193	
1094		1144		1194	
1095		1145		1195	
1096		1146		1196	
1097		1147		1197	
1098		1148		1198	
1099		1149		1199	
1100		1150		1200	

CONFIDENTIAL

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
1201	[redacted]	1251	[redacted]	1301	[redacted]
1202		1252		1302	
1203		1253		1303	
1204		1254		1304	
1205		1255		1305	
1206		1256		1306	
1207		1257		1307	
1208		1258		1308	
1209		1259		1309	
1210		1260		1310	
1211		1261		1311	
1212		1262		1312	
1213		1263		1313	
1214		1264		1314	
1215		1265		1315	
1216		1266		1316	
1217		1267		1317	
1218		1268		1318	
1219		1269		1319	
1220		1270		1320	
1221		1271		1321	
1222		1272		1322	
1223		1273		1323	
1224		1274		1324	
1225		1275		1325	
1226		1276		1326	
1227		1277		1327	
1228		1278		1328	
1229		1279		1329	
1230		1280		1330	
1231		1281		1331	
1232		1282		1332	
1233		1283		1333	
1234		1284		1334	
1235		1285		1335	
1236		1286		1336	
1237		1287		1337	
1238		1288		1338	
1239		1289		1339	
1240		1290		1340	
1241		1291		1341	
1242		1292		1342	
1243		1293		1343	
1244		1294		1344	
1245		1295		1345	
1246		1296		1346	
1247		1297		1347	
1248		1298		1348	
1249		1299		1349	
1250		1300		1350	

CONFIDENTIAL

BELLSOUTH ACCOUNTS SECOND BILL

NO.	TELEPHONE NO.	NO.	TELEPHONE NO.	NO.	TELEPHONE NO.
1351	[redacted]				
1352					
1353					
1354					
1355					
1356					
1357					
1358					
1359					
1360					
1361					
1362					
1363					
1364					
1365					
1366					
1367					
1368					
1369					
1370					
1371					
1372					
1373					
	AREA CODE [redacted]				
1374	[redacted]				
1375					
1376					
1377					
1378					
1379					
1380					
1381					
1382					
1383					

CONFIDENTIAL

TELEPHONE NUMBER RESERVATIONS

EXHIBIT 6

Reserving Telephone Numbers for End User Assignment

As an alternative to establishing an electronic pre-ordering arrangement for telephone number assignment (see Pre-Ordering Interfaces), CLECs may choose to reserve a pool of numbers for Resale or for Unbundled Ports, which will allow the "pre-assignment" of numbers for end users.

To reserve a pool of numbers, the CLECs submit the form Telephone Number Reservation Request, exhibited at the end of this section. The form is designed to reserve blocks of telephone numbers associated with specific CLLI (Common Language Location Identifier) codes. It can only be used to reserve POTS (Plain Old Telephone Service) numbers. Special application numbers such as DID number scopes, series hunting, TERs, HMLs, etc., must be assigned by the LCSC on a case-by-case basis to meet needs for specific Local Service Request activity.

Prints of the reserved telephone numbers (example included in this section) will be returned to the CLEC by fax unless a disk is requested on the request submitted to LCSC.

A maximum of 100 telephone numbers per CLLI (Common Language Location Identifier) may be reserved for a maximum of three months. It is up to the CLEC to manage its pool of numbers so as to prevent duplicate number assignments and to monitor the reserved numbers for exhaustion. Additional numbers can be requested as required.

The CLEC may assign a reserved telephone number as appropriate during negotiations with end users. However, **the CLEC must advise the end user that the number cannot be guaranteed until service is installed.**

> Note: Reserved numbers are not permanently assigned to an CLEC. As numbers are freed up by end user activity, they will be returned to the general purpose pool which is controlled by BellSouth.

Special Considerations

Some end user locations are served by multiple switches which may support different services. It is the CLEC's responsibility to take this into consideration when assigning a telephone number.

At times, it is necessary for BellSouth to introduce a 'switch freeze' for switch replacement activity. When this happens, number reservation in BellSouth systems is disallowed.

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Page 1 of 10
Docket No. 980119-TP
Exhibit _____ (OAR-6)

STIS
ora Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

FAX

To:	Wayne Carnes	From:	Kay Ramos
Fax:	~~1-205-977-2210~~	Date:	10/2/97
Phone:	1-38	Pages:	5
Re:	Number Reservation	CC:	

☑ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Wayne,

This is extremely urgent.
Pls. assist to expidite action.

Thanks

Kay Ramos

SUPRA TELECOM & INFORMATION SYSTEMS, INC.

269 Giralda Ave. Suite 203
Coral Gables, Fl 33134
Phone: (+305) 443-3710 Fax: (+305) 443-1078
Email: sales@supratelecoms.com
www.supratelecoms.com

P.O. BOX 1441221
Coral Gables, Fl 33114-4122

FAX

1-877-704-9368

To:	BELLSOUTH LCSC	From:	VICTOR MIRIKI
Fax:	1-800-872-7059	Date:	10-13-97
Phone:	1-800-872-3116	Pages:	(INCLUDING THIS ONE) 5
Re:	NUMBER RESERVATION	CC:	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

REQUESTING 100 LINES FOR EACH CLLI.

Thanks

Victor.

BELLSOUTH NUMBER RESERVATION REQUEST - POTS

Date 10/13/97

Page 1 of 1
Fax # 800-872-7059
1-888-704-9368

A. **Competitive Local Exchange Company**

Co/OCN SUPRA TELECOM. & INFO SYS. FAX # (305) 443-1[illegible]
Requested By VICTOR Tel # (305) 443-9[illegible]
Remarks REQUEST 100 LINES FOR A CLLI

☐ Disk Requested? If yes, mailing address: 2[illegible]

B. **Reservation Request Details**

? CLLI Code	Number to Reserve (max 100)	Reserve Until Date (max 3 mo)	Confirmation Number(s)	Number Reserved ? (if diff)	Reserve Until Date (if diff)
	100	01/11/98	LCSC,	LCSC	LCSC
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
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		/ /			/ /
		/ /			/ /
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		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /

DID Number Scopes, Hunting Series, TERs, HMLs, Special Numbers, etc. must be assigned by the LCSC.

B. **Reservations Provided By**

BellSouth Service Rep LCSC. Tel # 800-872-3116
Remarks

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SUPRA TELECOM & INFORMATION SYSTEMS, INC.

269 Giralda Ave. Suite 203
Coral Gables, Fl 33134
Phone: (+305) 443-3710 Fax: (+305) 443-1078
Email: sales@supratelecoms.com
www.supratelecoms.com

P.O. BOX 1441221
Coral Gables, Fl 33114-4122

FAX

To:	BELLSOUTH (LCSC)	From:	VICTOR MIRIKI
Fax:	1-888-704-9368	Date:	10-20-97
Phone:	1-888-872-3116	Pages:	(INCLUDING THIS ONE) 5
Re:	NUMBER RESERVATION	CC:	

☑ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Requesting 100 Lines for each CLLI

Thanks

Victor.

USE LENS.

BELLSOUTH NUMBER RESERVATION REQUEST - POTS

Date 10 / 97

Page 1 of 1
Fax # 800-872-7059

A. **Competitive Local Exchange Company**

Co/OCN SUPRA TELECOMS
Requested By RICHARD HENDERSON . FAX # (305) 443-1078
Remarks 100 LINES PER CLLI Tel # (305) 443-3710

☑ Disk Requested? If yes, mailing address: 269 GIRALDA AVENUE
CORAL GABLES, FL. 33134

B. **Reservation Request Details**

CLLI Code	Number to Reserve (max 100)	Reserve Until Date (max 3 mo)	Confirmation Number(s)	Number Reserved (if diff)	Reserve Until Date (if diff)
MIAMIFLAEDS0	100	01/20/98			/ /
MIAMIFLFLDS0	100	01/20/98			/ /
MIAMIFLGRDSF	100	01/20/98			/ /
MIAMIFLHLDS0	100	01/20/98			/ /
HMSTFLHMDS0	100	01/20/98			/ /
KYWSFLMQDS0	100	01/20/98			/ /
HMSTFLNARS0	100	01/20/98			/ /
KYLRFLMURS0	100	01/20/98			/ /
MIAMIFLBRDS0	100	01/20/98			/ /
MIAMIFLUSDS0	100	01/20/98			/ /
MIAMIFLRRDS0	100	01/20/98			/ /
MIAMIFLDLDS0	100	01/20/98			/ /
PMBHFLTADS0	100	01/20/98			/ /
HLWDFLPEDS0	100	01/20/98			/ /
HLWDFLMQDS0	100	01/20/98			/ /
HLWDFLWHDS0	100	01/20/98			/ /
PMBHFLCSDS0	100	01/20/98			/ /
PMBHFLMADS0	100	01/20/98			/ /
FTLDFLCYDS0	100	01/20/98			/ /
DRBHFLMADS0	100	01/20/98			/ /

DID Number Scopes, Hunting Series, TERs, HMLs, Special Numbers, etc. must be assigned by the LCSC.

B. **Reservations Provided By**

BellSouth Service Rep _____ Tel # 800-872-3116
Remarks _____

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BELLSOUTH NUMBER RESERVATION REQUEST - POTS

Date 10 / 1 / 97

Fax # 800-872-7059

A. **Competitive Local Exchange Company**

Co/OCN SUPRA TELECOMS FAX # (305) 443-1078
Requested By RICHARD HENDERSON Tel # (305) 443-3710
Remarks 100 LINES PER CLLI

Disk Requested? If yes, mailing address: 269 GIRALDA AVENUE
CORAL GABLES, 33134

B. **Reservation Request Details**

CLLI Code	Number to Reserve (max 100)	Reserve Until Date (max 3 mo)	Confirmation Number(s)	Number Reserved (if diff)	Reserve Until Date (if diff)
MMSTFLEARSO	100	01/20/98			/ /
FTLDFLAPRSO	100	01/20/98			/ /
JKLRFLMQRSO	100	01/20/98			/ /
MIAMFLDBRSI	100	01/20/98			/ /
MIAMFLAERSO	100	01/20/98			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /

DID Number Scopes, Hunting Series, TERs, HMLs, Special Numbers, etc. must be assigned by the LCSC.

B. **Reservations Provided By**

BellSouth Service Rep _____ Tel # 800-872-3116
Remarks _____

BELLSOUTH NUMBER RESERVATION REQUEST - POTS

Date 10 / 97

Fax # 800-872-7059

A. **Competitive Local Exchange Company**

Co/OCN SUPRA TELECOMS FAX # (305) 443-1078
Requested By VICTOR MIRIKI Tel # (305) 443-3710
Remarks REQUESTING 100 LINES FOR EACH CLLI

☒ Disk Requested? If yes, mailing address: 269 GIRALDA AVENUE
CORAL GABLES, FL 33134

B. **Reservation Request Details**

CLLI Code	Number to Reserve (max 100)	Reserve Until Date (max 3 mo)	Confirmation Number(s)	Number Reserved (if diff)	Reserve Until Date (if diff)
MIAMFLAL63E	100	01 /20/ 98			/ /
MIAMFLBARSE	100	01 /20/98			/ /
MIAMFLICR6E	100	01 /20/98			/ /
MIAMFLME32E	100	01/20/98			/ /
MIAMFLSH75E	100	01/20/98			/ /
MIAMFLPB88E	100	01/20/98			/ /
MIAMFLSO59E	100	01/20/98			/ /
MIAMFLWM26E	100	01/20/98			/ /
MIAMFLOL68E	100	01/20/98			/ /
FTLDFLSU74E	100	01/20/98			/ /
HLWDFLHA45E	100	01/20/98			/ /
WPBHFLAN83E	100	01/20/98			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /
		/ /			/ /

DID Number Scopes, Hunting Series, TERs, HMLs, Special Numbers, etc. must be assigned by the LCSC.

B. **Reservations Provided By**

BellSouth Service Rep _____ Tel # 800-872-3116
Remarks _____

BELLSOUTH NUMBER RESERVATION REQUEST - POTS

Date 10/13/97

Fax # 800-872-7059

A. **Competitive Local Exchange Company**

Co/OCN SUPRA TELECOMS FAX # (305)-443-1078
Requested By VICTOR MIRIKI Tel # (305)-443-3710
Remarks REQUESTING 100 LINES FOR EACH CLLI

☑ Disk Requested? If yes, mailing address: 269 GIRALDA AVENUE CORAL GABLES, MIAMI FL. 33134

B. **Reservation Request Details**

CLLI Code	Number to Reserve (max 100)	Reserve Until Date (max 3 mo)	Confirmation Number(s)	Number Reserved (if diff)	Reserve Until Date (if diff)
BCRTFLMADS1	100	01/20/98			/ /
BCRTFLBTDS0	100	01/20/98			/ /
MIAMFLBCDS0	100	01/20/98			/ /
MIAMFLGRDS0	100	01/20/98			/ /
MIAMFLNMDS0	100	01/20/98			/ /
PRRNFLMADS0	100	01/20/98			/ /
MIAMFLAPDS0	100	01/20/98			/ /
MIAMFLWIDDS0	100	01/20/98			/ /
NDADFLGRDS0	100	01/20/98			/ /
FTLDFLSRDS0	100	01/20/98			/ /
FTLDFLMRDS0	100	01/20/98			/ /
BLGLFLMADS0	100	01/20/98			/ /
PAHKFLMARS0	100	01/20/98			/ /
WPBHFLRPDS0	100	01/20/98			/ /
WPBHFLGRDS0	100	01/20/98			/ /
MIAMFLCADS0	100	01/20/98			/ /
BYBHFLMACG0	100	01/20/98			/ /
FTLDFLPLG0	100	01/20/98			/ /
FTLDFLCR56E	100	01/20/98			/ /
DLBHFLMA27E	100	01/20/98			/ /

DID Number Scopes, Hunting Series, TERs, HMLs, Special Numbers, etc. must be assigned by the LCSC.

B. **Reservations Provided By**

BellSouth Service Rep _____ Tel # 800-872-3116
Remarks _____

1-800-773-4967

RESALE NUMBER

REQUEST FOR LOTS

RESERVATION REQUEST

FAX-1-888-704-9368

24 hr - turn - a - Round

RESERVED the Same Day

STIS
Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 443-3710
FAX: (305) 441-9318
www.stis.com

SUPRA ORDER TRACKING AND INQUIRY FORM

CUSTOMER NAME: [redacted]

PHONE NUMBER: [redacted] **DATE:** 12-29-97

TYPE OF REQUEST: New service & complete choice w/ caller ID.

DESCRIPTION OF CUSTOMERS REQUEST: cust requested complete choice w/ caller ID, new service

CUSTOMER SERVICE REP: Angy Reynes

RESPONSE TO CUSTOMERS REQUEST: Submitted at thru EDI with a phone number

DATE: 12-29-97 **TIME:**

CLARIFICATION STATUS (REASON): let LCSC assign a telephone to this order. TN PICKED FROM LENS IS ALREADY ASSIGNED.

SUPPLEMENTAL REQUEST DATE: 12-29-97

BELLSOUTH REP. HANDLING REQUEST:

EXPECTED DUE DATE: 1-2-98

DUE DATE FOR BELLSOUTH CUSTOMER : 1-5-98

ACTUAL DUE DATE: 1-5-98

COMPLETION DATE: 1-16-98

COMMENTS: The phone number reserved thru LENS was assigned to another cust already
16 WORKING DAYS B/H COMPLETION.

CONFIDENTIAL

STIS
Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 443-3710
FAX: (305) 441-9318
www.stis.com

THE DELAY IN THE CASE OF THIS CUSTOMER IS BECAUSE BELLSOUTH ASSIGNED A RESERVED PHONE NUMBER WHICH SHOULD NOT HAVE HAPPENED IN THE FIRST PLACE.

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Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 443-3710
FAX: (305) 441-9318
www.stis.com

SUPRA ORDER TRACKING AND INQUIRY FORM

CUSTOMER NAME: [redacted]

PHONE NUMBER: [redacted] **DATE:** 12-29-97

TYPE OF REQUEST: IFR w/ Complete Choice. 1S caller with name & number

DESCRIPTION OF CUSTOMERS REQUEST: new installation with complete choice w/ 1S caller with name & number with 11 features.

CUSTOMER SERVICE REP: Ampy Reyes

RESPONSE TO CUSTOMERS REQUEST: This order was done thru EDI

DATE: 12-30-97 **TIME:**

CLARIFICATION STATUS (REASON): Supp. LSR for the call finding USOC code.

SUPPLEMENTAL REQUEST DATE: 12-30-97

BELLSOUTH REP. HANDLING REQUEST: Stephanie Hunt

EXPECTED DUE DATE: 1-2-98

DUE DATE FOR BELLSOUTH CUSTOMER : 12-31-97

ACTUAL DUE DATE: 1-16-98

COMPLETION DATE: 1-16-98

COMMENTS: The USOC code for call finding was correct.

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STIS
Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 443-3710
FAX: (305) 441-9318
www.stis.com

STIS
Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 443-3710
FAX: (305) 441-9318
www.stis.com

SUPRA ORDER TRACKING AND INQUIRY FORM

CUSTOMER NAME: [redacted]

PHONE NUMBER: [redacted] **DATE:** 12-30-97

TYPE OF REQUEST: New service.

DESCRIPTION OF CUSTOMERS REQUEST: New service w/ complete choice, caller ID caller and 11 features

CUSTOMER SERVICE REP: Ampy Reyes

RESPONSE TO CUSTOMERS REQUEST: This order was corrected when EDI sent USOC code for call fwdg.

DATE: 12-30-97 **TIME:**

CLARIFICATION STATUS (REASON): Supp. LSR for the listing non pub or published and confirmed Supplement LSR b... inc.

SUPPLEMENTAL REQUEST DATE: 12-30-97

BELLSOUTH REP. HANDLING REQUEST: Stephanie Hurst

EXPECTED DUE DATE: 1-2-98

DUE DATE FOR BELLSOUTH CUSTOMER : 12-31-97

ACTUAL DUE DATE: 1-16-98

COMPLETION DATE: 1-16-98

COMMENTS: listing non pub or published was requested on the EDI order.

CONFIDENTIAL

STIS
Supra Telecom & Information Systems, Inc.

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 443-3710
FAX: (305) 441-9318
www.stis.com

I was told by Stephanie Hunt of BellSouth that Supplemental request can only be dealt with manually. They don't process Supplemental request sent via Electronic Data Interchange (EDI).

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SUPRA ORDER TRACKING AND INQUIRY FORM

CUSTOMER NAME: [redacted]

PHONE NUMBER: [redacted] **DATE:** 01-5-98

TYPE OF REQUEST: New service w/ Complete Choice ID Calls

DESCRIPTION OF CUSTOMERS REQUEST: Cust requested new service w/ Complete choice & ID Calls Name & number

CUSTOMER SERVICE REP: Onyx Reyes

RESPONSE TO CUSTOMERS REQUEST: LSR was faxed to LCSC for new service

DATE: 1-5-98 **TIME:**

CLARIFICATION STATUS (REASON): None

SUPPLEMENTAL REQUEST DATE: None

BELLSOUTH REP. HANDLING REQUEST: Stephanie Hunt

EXPECTED DUE DATE: 1-10-98

DUE DATE FOR BELLSOUTH CUSTOMER: 1-10-98

ACTUAL DUE DATE: 1-16-98

COMPLETION DATE: 1-16-98

COMMENTS: Finally this order went thru. It was faster faxing it to LCSC than submitting order thru EDI.

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SUPRA ORDER TRACKING AND INQUIRY FORM

CUSTOMER NAME: [redacted]

PHONE NUMBER: [redacted] **DATE:** 1/2/98

TYPE OF REQUEST: Conversion as is

DESCRIPTION OF CUSTOMERS REQUEST: Convert account to Supra

CUSTOMER SERVICE REP: Brad Hamilton / Judy Perez

RESPONSE TO CUSTOMERS REQUEST:

DATE: 1/2/98 **TIME:**

CLARIFICATION STATUS (REASON): account has "SFWEQ" can't convert account to Supra.

SUPPLEMENTAL REQUEST DATE:

BELLSOUTH REP. HANDLING REQUEST: Stephanie Hunt

EXPECTED DUE DATE: 1/1/98

DUE DATE FOR BELLSOUTH CUSTOMER :

ACTUAL DUE DATE:

COMPLETION DATE:

COMMENTS: I called the LCSC to inquire as to what is "SFWEQ", I was told that it was an obsolete USOC code and BellSouth would have to remove it before it could be converted. Alfredo

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told me she would remove the obsolete USOC Code. I waited 2 days for the completion notice. After no completion notice, I called the LCSC again to inquire why the continued delay and was told that the USOC code "SFWE9" is for the BellSouth internet access product BellSouth.Net. Furthermore, SFWE9 is not a product that can be converted to Supra, therefore Supra cannot have this account.

This Order was never processed by BellSouth. We lost the ~~Customer~~ Account even though the Customer wants to be a Supra Customer.

BellSouth Telecommunications Clarification Request

DATE 12/16/97

Fax to name: judith perez

Fax to number: 305-441-9318

From Name: stephanie hurt

Contact Number: 800-773-4967

RE: CLEC 7011, PON STI8T0017, LON 262216

Clarification requested due to error in the following:
USOC

Comments:
sfwe9 is not a resale item

THIS IS A FOLLOW UP COPY - NOT THE ORIGINAL.

A Supplemental LSR containing the original PON with an incremented version number is required to resolve this Clarification.

RETURN THIS FORM WITH THE SUPPLEMENTAL LSR.

BellSouth can not process this PON without a Supplemental LSR.

BellSouth Telecommunications, Inc.

LCSC

To: judith perez

Company: 7011

Fax: 305-441-9318

From: stephanie hurt

Voice: 800-773-4967

Fax: 888-704-9368

Subject: Clarification on PON STIBT0017 (LON 262216 SC: YAXQB7Q)

Memo: The attached fax requesting clarification was sent at least ten working days prior to today, and has still not been resolved. This PON will be cancelled. Please submit a new LSR with a new PON if you want BellSouth to process this request.

Date: 01/01/98 **Time:** 05:43 AM CST **Pages Sent:** 2

STIS
pra Telecom & Information Systems, Inc.

Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

(2)

LETTER OF AUTHORIZATION

Date:

To: **BellSouth** Local Carrier Services Center

The undersigned appoints Supra Telecommunications as agent for the provision of all local telephone bills. BellSouth is hereby authorized to deal directly with Supra Telecommunications and provide the customer service records.

BellSouth Customer: [redacted] 9995

Additional numbers/lines/locations: [redacted]

Authorized Customer Signature: [redacted]

When completed, please fax to 305-443-1078.

Clara

Supra Telecommunications Salesperson

Thomas Bourgo

STIBT.0017

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42	02		SUPRA	[redacted]			980115	B	E	09/20/97					CQF84FJ8	PIC: 0222	0105 0288
40	02		SUPRA	[redacted]			980117	R	A	10/27/97					CR0GLNY5	PIC: 0222	0105 0222
40	02		"	[redacted]			980117	R	E	"					CR0GLNY5	PIC: 0222	0105
42	02		SUPRA	[redacted]			980117	R	E	10/27/97					CQ92W263	PIC: 0288	0105 0333
42	02		SUPRA	[redacted]			980119	B	E	09/12/97					CQB5NF62	PIC: 0288	0105 0333
40	02		SUPRA	[redacted]			980120	R	A	09/12/97					CQ9RD008A	PIC: 0288	0105 0288
42	02		SUPRA	[redacted] PFV: 1255444-5666			980119	B	E	09/12/97					CQ7PGK76	PIC: 0288	0105 0333

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42	02	SUPRA	[redacted]		[redacted]		980119	B	E	09/12/97					CQ704HL2	PIC: 0288	0105	0555
42	02	SUPRA	[redacted]		[redacted]		980121	R	E	09/06/97					CQ3QKJ13	PIC: 0288	0105	0555
42	02	SUPRA	[redacted]		[redacted]		980119	B	E	09/20/97					CQBB86H7	PIC: 0288	0105	0288
42	02	SUPRA	[redacted]		[redacted]		980116	B	E	12/27/97					CQ2YP8H6	PIC: 0288	0105	0555
42	02	"	[redacted]		[redacted]		980116	B	E	"					CQ9G8D09	PIC: 0288	0105	"
42	02	BELLSOUTH	[redacted]		[redacted]		980116	B R	E						CQ48HGM0	PIC: 0288	0105	
42	02	SUPRA	[redacted]		[redacted]		980116	B	E	12/27/97					CQ9P1K15	PIC: 0288	0105	0555

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42	02		SUPRA	[redacted]	[redacted]	[redacted]	980116	B	E			12/27/97			CQ1L4HQ6	PIC: 0288	0105	0555
42	02			[redacted]	[redacted]		980116	B	E			12/27/97			CQ52WP97	PIC: 0288	0105	0555
42	02		BELLSOUTH	[redacted]	[redacted]		980116	B R	E						CQBB8Q33	PIC: 0288	0105	
42	02		SUPRA	[redacted]	[redacted]	[redacted]	980116	B	E			12/27/97			CQ50X6K9	PIC: 0288	0105	0555
42	02		BELLSOUTH	[redacted]	[redacted]		980116	B R	E						CQ5JCQK5	PIC: 0288	0105	
42	02		SUPRA	[redacted]	[redacted]		980116	B	E			12/27/97			CQ7FPFX7	PIC: 0288	0105	0555
42	02		SUPRA	[redacted]	[redacted]	[redacted]	980116	B	E			12/27/97			CQ6CRM87	PIC: 0288	0105	0555

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42	02		SUPRA	[redacted]			980116	B	E			12/27/97			CQ035536	PIC: 0288	0105	0288
42	02		"	[redacted]			980116	B	E			"			CQ84L8B4	PIC: 0288	0105	0288
42	02		SUPRA	[redacted]			980116	B	E			12/27/97			CQ2M3N22	PIC: 0288	0105	0288
42	02		"	[redacted]			980116	B	E			"			CQ1CMTR6	PIC: 0288	0105	"
42	02		"	[redacted]			980116	B	E			"			CQ6FV3K6	PIC: 0288	0105	"
42	02		"	[redacted]			980116	B	E			"			CQ4BTT26	PIC: 0288	0105	"
42	02		"	[redacted]			980116	B	E			"			CQCQVYT4	PIC: 0288	0105	"

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42	02		SUPRA				980116	B	E				12/27/94		CQ4PB892	PIC: 0288	0105	0288
42	02		"				980116	B	E						CQ5VL7P2	PIC: 0288	0105	
42	02		"				980116	B	E						CQ37BT66	PIC: 0288	0105	
42	02		"				980116	B	E						CQ1DTMV5	PIC: 0288	0105	
42	02		"				980116	B	E						CQ9BCHV0	PIC: 0288	0105	"
42	02		"				980116	B	E						CQFKKJC8	PIC: 0288	0105	
42	02		"				980116	B	E						CQ6XHMC2	PIC: 0288	0105	

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42	02		SUPRA	[redacted]			980121	B	E			02/12/98			CQ22C3X9	PIC: 0288	0105	0555
42	02		SUPRA	[redacted]			980116	B	E			08/14/97			CQ8F5TD2	PIC: 0288	0105	0333
42	02		BELLSOUTH	[redacted]			980116	B	E			—			CQ3N0RL4	PIC: 0288	0105	—
42	02		BELLSOUTH	[redacted]			980116	B	E			—			CQG9P510	PIC: 0288	0105	—
42	02		BELLSOUTH	[redacted]			980121	R	A			01/27/98			CQ1QH2G2	PIC: 0288	0105	0288
42	02			[redacted]			980117	R	E						CQ4KYXC1	PIC: 0288	0105	
42	02		SUPRA	[redacted]			980117	B	E			10/28/97			CR2Y01M9	PIC: 0288	0105	0555

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42	02	SUPRA	[redacted]				980117	B	E	10/28/97					CRCK1JV1	PIC: 0288	0105	0555
42	02	SUPRA	[redacted]				980118	B	E	10/28/97					CRF0G6T8	PIC: 0288	0105	0555
42	02	SUPRA	[redacted]				980117	R	E	10/27/97					CR0GLNY5	PIC: 0288	0105	0222
40	02	SUPRA	[redacted]				980117	R	A	10/27/97					CQ92W263A	PIC: 0333	0101	0333
40	02	"	[redacted]				980117	R	E	"					CQ92W263A	PIC: 0333	0101	"
42	02	SUPRA	[redacted]				980121	B	E	10/24/97					CQ2F7FF4	PIC: 0333	0105	0555
42	02	"	[redacted]				980121	B	E	"					CQ9945G1	PIC: 0333	0105	"

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40	02	BELLSOUTH	[redacted]				980117	R	E			02/12/98			CQ26XB03A	PIC: 0333	0101	0288
40	02	SUPRA	[redacted]				980119	B	E			09/18/97			CQB5NF62A	PIC: 0333	0101	033:
42	02	SUPRA	[redacted]				980119	B	E			09/12/97			CQ5F5BW5	PIC: 0333	0105	055:
40	02	BELLSOUTH	[redacted]				980117	B	E						CQ3D42N5B	PIC: 0333	0101	
40	02	"	[redacted]				980117	B	E						CQCCWV10B	PIC: 0333	0101	
40	02	"	[redacted]				980117	B	E						CQ3CY101B	PIC: 0333	0101	
40	02	"	[redacted]				980117	B	E						CQ0D5XD4B	PIC: 0333	0101	

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40	02				[redacted]		98011[illegible]	B	E						CQ5VQJD4B	PIC: 0333	0101	
40	02				[redacted]		98011[illegible]	B	E						CQ9L7Y20A	PIC: 0333	0101	
40	02	SUPRA			[redacted]		98011[illegible]	B	E	8/12/97					CQ29RPX4	PIC: 0333	0105	0288
40	02	SUPRA			[redacted]		98011[illegible]	R	E	09/09/97					CQ8062W0A	PIC: 0333	0101	0333
40	02	SUPRA			[redacted]		98012[illegible]	B	E	02/12/98					CQ7VG0C1	PIC: 0333	0105	0555
40	02	BELLSOUTH			[redacted]		98012[illegible]	B	E						CQ1VPWW9	PIC: 0333	0105	
40	02	SUPRA			[redacted]		98012[illegible]	B	E	02/12/98					CQDTVKP1	PIC: 0333	0105	0555

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42	02		SUPRA		[redacted]		980121	B	E				12/12/98		CQ0M6575	PIC: 0333	0105	0555
42	02		"		[redacted]		980121	B	E				"		CQC3PKH7	PIC: 0333	0105	"
42	02		"		[redacted]		980121	B	E				"		CQ7P6H70	PIC: 0333	0105	"
40	02		SUPRA		[redacted]		980116	B	E				08/14/97		CQ8F5TD2A	PIC: 0333	0101	0333
40	02		BELLSOUTH		[redacted]		980117	R	E				1/27/98		CQ4KYXC1A	PIC: 0333	0101	0288
42	02		SUPRA		[redacted]		980117	R	E				09/09/97		CQ8062W0	PIC: 0432	0105	0288
40	02		BELLSOUTH		[redacted]		980121	R	A				01/27/98		CQ1QH2G2A	PIC: 0432	0105	0238

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40	02		[redacted]		[redacted]		980121	B	E			10/24/97			CQC47LL0B	PIC: 0555	0105	0555
40	02	SUPRA	[redacted]		[redacted]		980121	R	E			09/06/97			CQ3QKJ13A	PIC: 0555	0105	0555
40	02	SUPRA	[redacted]		[redacted]		980119	B	E			08/12/97			CQ29RPX4A	PIC: 0555	0105	0288
42	02	SUPRA	[redacted]		[redacted]		980114	B	E			08/21/97			CQ1DYGR0	PIC: 0555	0105	0288
40	02	BELLSOUTH	[redacted]		[redacted]		980119	B	E			01/27/98			CQ7TTGX4A	PIC: 0555	0105	0288
40	02	SUPRA	[redacted]		[redacted]		980116	B	E			12/27/97			CQ7FPFX7B	PIC: 0555	0105	0555
40	02	SUPRA	[redacted]		[redacted]		980116	B	E			12/27/97			CQ2M3N22B	PIC: 0555	0105	0288

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40	02	BELLSOUTH	[redacted]				980119	B	E			02/04/98			CQCBYD14A	PIC: 0555	0105	0555
40	02	SUPRA	[redacted]				980121	B	E			02/12/98			CQDTVKP1B	PIC: 0555	0105	0555
40	02	SUPRA	[redacted]				980117	B	E			10/26/97			CR2Y01M9B	PIC: 0555	0105	0555
40	02	REQUESTED TELEP	[redacted]				980118	B	E						CRF0G6T8A	PIC: 0555	0105	
40	02	SUPRA	[redacted]				980115	B	A			08/27/97			CQ7GBN38A	PIC: 0661	0101	0606
42	02	SUPRA	[redacted]				980121	B	E			10/24/97			CQC47LL0	PIC: 0752	0105	0555
42	02	SUPRA	[redacted]				980115	B	E			09/20/97			CQ45RPK6	PIC: 0799	0105	0288

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42	02	BELLSOUTH	[redacted]				980119	B	E					01/27/98	CQ7TTGX4	PIC: 0799	0105	0288
42	02	BELLSOUTH	[redacted]				980119	B	E					02/04/98	CQCBYD14	PIC: 0799	0105	0555
42	02	BELLSOUTH	[redacted]				980117	R	E					02/12/98	CQ26XB03	PIC: 0848	0105	0288
42	02	SUPRA	[redacted]				980117	R	A					10/27/97	CQ92W263	PIC: 5124	0105	0333
42	02	SUPRA	[redacted]				980120	R	A					08/23/97	CQ9RD008	PIC: 5124	0105	0288
42	02	SUPRA	[redacted]				980115	B	A					08/27/97	CQ7GBN38	PIC: 5124	0105	0606
42	02	SUPRA	[redacted]				980115	B	A					09/20/97	CQF84FJ8	PIC: 5124	0105	0288

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42	02		SUPRA	[redacted]			980115	B	A		09/20/97				CQ45RPK6	PIC: 5124	0105	0288
42	02		SUPRA	[redacted]			980114	B	A		08/21/97				CQ1DYGR0	PIC: 5124	0105	0258
42	02		SUPRA	[redacted]			980117	R	A		10/27/97				CR0GLNY5	PIC: 5124	0105	0222
42	02			[redacted]			980117	B	E						CQ3D42N5	PIC: 6437	0102		
42	02		[redacted]	[redacted]			980117	B	E						CQ3CY101	PIC: 6437	0102		
42	02			[redacted]			980117	B	E						CQ9L7Y20	PIC: 6437	0102		
42	02			[redacted]			980117	B	E						CQ5VQJD4	PIC: 6437	0102		

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42	02			[redacted]			980117	B	E						CQ0D5XD4	PIC: 6437	0102
			HOTEL ATL#'S														
42	02			[redacted]			980117	B	E						CQCCWV10	PIC: 6437	0102
42	02			[redacted]			980115	B	E						CQ5331C9	PIC: 6678	0105

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42	02	Supra	[redacted]				980207	R ✓	E						CQ7KN4C9	PIC: 0070	0105
															CQ34WCF1	0432	
42	02	Supra	[redacted]				980202	R ✓	E						CQ34WCF1 ✓	PIC: 0222	0105
																0288	
42	02	Supra	[redacted]				980202	R ✓	A						CQ185DT0 ✓	PIC: 0222	0105
																0288	
42	02	BST	[redacted]				980207	B ✓	A						CQ2Y8875	PIC: ~~0222~~	0105
							98-2-17									None	
42	02	Supra	[redacted]				980207	B ✓	E						CQ5L6VP9 ✓	PIC: 0222	0105
																0948	
42	02	Supra	[redacted]				980202	R ✓	E						CQ8K9XL9 ✓	PIC: 0288	0105
																0432	
40	02	BST	[redacted]				980205	B ✓	A						CQDLNKT7A	PIC: 0288 ✓	0101
							93-2-17										

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42	02	Supra	[redacted]				980207	R ✓	E						CQ7KN4C9	PIC: 0070	0105
															CQ34WCF1	0432	
42	02	Supra	[redacted]				980202	R ✓	E						CQ34WCF1 ✓	PIC: 0222	0105
																0288	
42	02	Supra	[redacted]				980202	R ✓	A						CQ185DT0 ✓	PIC: 0222	0105
																0288	
42	02	BST	[redacted]				980207	B ✓	A						CQ2Y8875	PIC: ~~0222~~	0105
							98-2-17									None	
42	02	Supra	[redacted]				980207	B ✓	E						CQ5L6VP9 ✓	PIC: 0222	0105
																0948	
42	02	Supra	[redacted]				980202	R ✓	E						CQ8K9XL9 ✓	PIC: 0288	0105
																0432	
40	02	BST	[redacted]				980205	B ✓	A						CQDLNKT7A	PIC: 0288 ✓	0101
							93-2-17										

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40	02		Supra		[redacted]		980205	B✓	A						CQ7QQ263B cq7qq263	PIC: 0288✓	0101
40	02		Supra		[redacted]		980206	R✓	E						CQ8XNKW2A CQ8XNKW2	PIC: 0288 0943	0105
42	02		Supra		[redacted]		980210	R✓	E						CQ3B76X5✓	PIC: 0288 0948	0105
40	02		BST		[redacted]		980207 98-2-17	B✓	A						CQ2Y8875A	PIC: 0288 None	0101
40	02		BST		[redacted]		980207 98 2-17	B✓	E						CQ2Y8875A	PIC: 0288 None	0101
40	02		Supra		[redacted]		980209	B✓	E						CQT8K100✓	PIC: 0288✓	0105
40	02		Supra		[redacted]		980212	R✓	A						CQ49LB21A CQ49LB21	PIC: 0288✓	0105

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40	02	Supra	[redacted]				980205	B ✓	A						CQ7BX5Y9A CQ7BX5Y9	PIC: 0288 ✓	0101
40	02	Supra	[redacted]				980205	B ✓	E						CQ7BX5Y9A CQ7BX5Y9	PIC: 0288 ✓	0101
40	02	Supra	[redacted]				980205	R ✓	A						CQ03YR42 ✓	PIC: 0288 ✓	0105
42	02	Supra	[redacted]				980207	R ✓	E						CQ5G6504 ✓	PIC: 0288 0948	0105
40	02	Supra	[redacted]				980207	B ✓	A						CQ4DF1D2A CQ4DF1D2	PIC: 0288 ✓	0101
40	02	Supra	[redacted]				980207	B ✓	E						CQ4DF1D2A CQ4DF12	PIC: 0288 ✓	0101
40	02	Supra	[redacted]				980207	R ✓	E						CQ8DP2D9A CQ8DP2D9	PIC: 0288 ✓	0105

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42	02			[redacted]			980202	B ✓	E						CQ2HGDJ5 ✓	PIC: 0288 ✓	0105
		Supra		[redacted]													
42	02	BST		[redacted]			980204	R ✓	E						CQB16K33	PIC: 0333	0105
							98-02-09									0238	
42	02	Supra		[redacted]			980205	B ✓	E						CQBR3L13	PIC: 0333	0102
40	02	Supra		[redacted]			980211	B ✓	E						CQ58G870A CQ58G870	PIC: 0333 ✓	0101
40	02	Supra		[redacted]			980211	B ✓	E						CQFKN9F2A CQFKN9F2	PIC: 0333 ✓	0101
40	02	Supra		[redacted]			980210	R ✓	E						CQYLV595 ✓	PIC: 0333 ✓	0105
42	02	BST		[redacted]			980207	B R	E						CQ5N04N1	PIC: 0393 0222	0105

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40	02	Supra		[redacted]			980207	R✓	E						CQ7KN4C9A CQ7KN4C9	PIC: 0432✓	0105
40	02	Supra		[redacted]			980212	B✓	E						CQ47D0P8B CQ47D0P8	PIC: 0457✓	0105
42	02	Supra		[redacted]			980202	B✓	E						CQ5CXR42✓	PIC: 0555✓	0105
42	02	Supra		[redacted]			980206	R✓	E						CQ1M4B93✓	PIC: ~~0555~~ 0222	0105
42	02	Supra		[redacted]			980209	B✓	E						CQT8K100✓	PIC: ~~0555~~ 0287	0105
40	02	Supra		[redacted]			980212	R✓	A						CQ36CDY4A CQ36CDY4	PIC: 0555✓	0105
40	02	Supra		[redacted]			980212	R✓	E						CQ36CDY4A CQ36CDY4	PIC: 0555✓	0105

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42	02	Supra			[redacted]		980211	B	E						CQFKN9F2	PIC: 0555 0533	0105
42	02	Supra			[redacted]		980207	R	E						CQ8DP2D9	PIC: 0555 0288	0105
42	02	BST			[redacted]		980207	B	E						CQ2LJLX7	PIC: 0661	0105
42	02	BST			[redacted]		980207	B	A						CQ2LJLX7	PIC: 0661	0105
42	02	supra			[redacted]		980207	B	A						CQ4DF1D2	PIC: 0661 0288	0105
42	02	Supra			[redacted]		980207	B	E						CQ4DF1D2	PIC: 0661 0253	0105
42	02				[redacted]		980210	B	E						CQFFGM44	PIC: 0789	0105

[redacted] Access Restricted

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42	02	BST	[redacted]				980210	B ✓	E						CQ1PP311	PIC: ~~0789~~ 0222	0105
							98-2-19										
42	02	Supra	[redacted]				980210	B ✓	E						CRCCMYY8 ✓	PIC: ~~0789~~ 0222	0105
42	02	Supra	[redacted]				980210	B ✓	E						CR3FK4C1 ✓	PIC: ~~0789~~ 0222	0105
42	02	Supra	[redacted]				980210	B ✓	E						CR87JRN9 ✓	PIC: ~~0789~~ 0222	0105
40	02	Supra	[redacted]				980210	R ✓	E						CQ3B76X5A CQ3B76X5	PIC: 0948 ✓	0101
42	02	Supra	[redacted]				980206	R ✓	E						CQ8XNKW2 ✓	PIC: 0948 ✓	0105
42	02	BST	[redacted]				980207	B ✓	E						CQ2Y8875	PIC: ~~0948~~ None	0105

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42	02	Supra	[redacted]				980205	B✓	E						CQ7BX5Y9✓	PIC: 0948 0288	0105
40	02	Supra	[redacted]				980207	B✓	E						CQ5L6VP9A CQ5L6VP9	PIC: 0948✓	0101
40	02	Supra	[redacted]				980207	R✓	E						CQ5G6504A CQ5G504	PIC: 0948✓	0101
42	02	BST	[redacted]				980205 B✓ 9802-17		A						CQDLMKT7	PIC: 5124 0235	0105
42	02	BST	[redacted]				980205 B✓ 9802-17		A						CQ6RX4G2	PIC: 5124 0288	0105
42	02	Supra	[redacted]				980206	R✓	A						CQ1H4B93✓	PIC: 5124 0222	0105
42	02	Supra	[redacted]				980205	B✓	A						CQ7QQ263✓	PIC: 5124 0288	0105

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42	02	Supra	[redacted]				980205	B ✓	A						CQ7BX5Y9 ✓	PIC: 5124 0288	0105
42	02	BST	[redacted]				980207	B K	A						CQ5N04N1	PIC: 5124 0222	0105
40	02	Supra	[redacted]				980210	R ✓	A						CQYLV595 ✓	PIC: 5124 0333	0105
40	02	Supra	[redacted]				980205	B ✓	E						CQBR3L13A	PIC: 6437 0222	0105

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42	02	Supra	[redacted]				980130	R	E	[illegible]					CQ8HKV81	PIC: 0222 5433	0105
42	02	BELLSOUTH	[redacted]				980130	B	E	12/01/97					CQ58WC11	PIC: 0222 0288	0105
42	02	SUPRA	[redacted]				980130	R	E	10/23/97					CQCJ8R22	PIC: 0222 0288	0105
40	02	SUPRA	[redacted]				980202	R	E	08/25/97					CQ34WCF1A	PIC: 0288 0288	0105
40	02	BELLSOUTH	[redacted]				980204	R	E	02/09/98					CQB16K33A	PIC: 0288 0288	0105
40	02	SUPRA	[redacted]				980202	R	A	09/17/97					CQ185DT0A	PIC: 0288 0288	0105
40	02		[redacted]				980130	R	B						CQCJ8R22B	PIC: 0288	0105

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40	02	BELLSOUTH			[redacted]		980130	B	A	02/12/98					CQCK8PC8A	PIC: 0288	0101 0288
42	02	IS NOT AUTHORIZED TO INFORMATION			[redacted]		980131	B	E						CQ6QKPQ2	PIC: 0288	0105
40	02	SUPRA			[redacted]		980131	B	E	10/28/97					CQDR6RT8A	PIC: 0288	0105 0288
40	02	SUPRA			[redacted]		980202	R	E	09/19/97					CQ8K9XL9B	PIC: 0432	0105 0432
42	02	SUPRA			[redacted]		980129	R	E	09/19/97					CQD8JB42	PIC: 0555	0105 0288
40	02	SUPRA			[redacted]		980202	B	E	10/24/97					CQ5CXR42B	PIC: 0752	0105 0555
42	02	SUPRA			[redacted]		980131	B	E	10/28/97					CQ6V3FL7	PIC: 0752	0105 0948

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42	02		SUPRA [redacted]				980131	B	E	SLS 10/23/97					CQDR6RT8	PIC: 0752 0237	0105 ?
40	02		SUPRA [redacted]				980131	B	E	10/23/97					CQ6V3FL7A	PIC: 0948	0101
40	02		B NOT AUTHORIZED TO INFORMATION [redacted]				980131	B	E						CQ6QKPQ2A	PIC: 0948	0101 ← *
42	02		SUPRA BRAD HAMILTON [redacted]				980130	R	A	10/23/97					CQCJ8R22	PIC: 5124	0105 0288
42	02		REF TO (305)821-5311 [redacted]				980130	B	A	02/12/97					CQCTM587	PIC: 5124	0105 0288
42	02		BELLSOUTH [redacted]				980130	B	A	02/12/97					CQCK8PC8	PIC: 5124	0105 0288
42	02		SUPRA [redacted]				980128	B	A	09/11/97					CQ6BF4F4	PIC: 5124	0105 0288

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LOCAL SERVICE PROVIDER (LSP): 7011

TRAN CODE	STAT IND	ORD STAT IND	BILLING TEL NUM NEW/OLD	CUST CODE N/O	WORKING TEL NUM NEW/OLD	TER NUM N/O	DATE	CUST TYPE	JUR IND	NON PUB IND	SR IND	SD IND	DEP IND	BILLING NAME AND ADDRESS	EC ORDER NUMBER	IC REFERENCE NUMBER	IC TRANS-STATUS	
40	02		SUPRA	[redacted]			980130	R	E		12/15/97				CQ8HKV01A	PIC: 5483	0105	5483
40	02		SUPRA	[redacted]			980130	B	E		09/11/97				CQ58WC11B	PIC: 5483	0105	5483

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SERVICE	INTERCONNECTION INTERVAL	ACTUAL COMPLETION INTERVAL
INSTALLATION		
Lines/trunk with no premises visit:		
Business		
1-3 lines	less than or equal to 2 business days	at least 3 business days
4-15 lines	less than or equal to 4 business days	at least 8 business days
over 15 lines	as negotiated	16 business days minimum
Residential	less than or equal to 2 business days	3 business days minimum
Lines/trunks with premises visit:		
Business		
1-2 lines	2 business days	4 business days or longer
3-5 lines	4 business days	8 business adys or longer
6-10 lines	6 business days	8 business days or longer
11-15 lines	9 business days	16 business days or more
over 15 lines	as negotiated	16 business days or more
Residential	4 days.	5 busiess days or more
Business lines/trunks; plant or other facilities not available and must be provisioned	as negotiated	as negotiated or more
ESSx/MULTI SERV (CENTREX)		as negotiated or more
NEW/ TO & FROM	as negotiated	as negotiated or more
New features (not in common block)	as negotiated	as negotiated or more
Add/changes (in common block)		
1-3 lines	2 business days	3 business days
4-9 lines	3 business days	5 business days
10-24 lines	5 business days	7 business days or longer
over 24 lines	as negotiated	as negotiated or more
Unbundled Network Elements Business or Residential	The parties agree to establish appropriate intervals for provisioning unbundled network elements by july 1, 1997	
FEATURE CHANGES		
Orders received before 3:00 p.m	Completed on day of receipt	2 days or more

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Order received after 3:00 p.m	Completed before 5:00 p.m next day	2 days or more
SERVICE DISCONNECT	With in 24 hrs after receipt of Service Order	LENS - 5 business day but orders sumitted manually take 2 business days.

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12/2/97

INTERNET TROUBLE SHEET

TIME	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
10:15	—	(1)	NONE	20 MINUTES	LEFT MESSAGE ON VOICE MAIL.
12:20	—	(1)	NONE	75 MINUTES	LENS WAS NOT RESPONDING.
					Host & Contact Legend:
					1) Bell South (LENS Service)
					2) NetRox (ISP)
					3) Edward (Network File Server)

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DATE – 12/3/97

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
10:00 am	NO	(1)	(1)	NONE	30MIN.	Left Message for LENS Admin.
11:15 am	NO	(1)	(1)	NONE	15 MIN	✓
11:41 am	NO	(1)	(1)	NONE	60 MIN	✓
1.50 P.M	NO	(1)	(1)	YES	150MIN	ADVISED THAT BST SERVER IS DOWN.
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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12/5/97

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
11:23 a.m	YES	(3)	YES		15 MIN	CONTACT NETWORKING DEPARTMENT
2:00 Pm	YES	(3)	YES		10 MIN	WAIT LOCK - Resumed 2:10 P.M
2:12 P.M	YES	(3)	YES		16 min	Working on Server - resumed 2:28 PM
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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v2/16/97

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
8:55 AM		(1)	(1)		60 min	REPORTED TO BELLSOUTH. 8:55 a.m.
9:30 a.m.		(1)	(1)	Server Down	13 min	STILL DOWN - Reported again - re-estimated restoral. Spoke to Chuck Burgess. Server was Restored 9:43 a.m.
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

12/17/97 WEDNESDAY · **INTERNET TROUBLE SHEET**

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
2:30PM	—	(1)	(1)	NONE	20 MINU	LEFT MESSAGE ·
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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12/19/97

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
10:15am		1)	C.		30min	Reported to BST LENS Office
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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12/26/97

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
8:44A.M		(1)	(1)	SERVER Down	455 min	BELL SERVER DOWN RESTORED IS 2:19 P.M
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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1/14/98

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
9:00am		1	1		170 min	BST working on it was
						restored 11:50 a.m.
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

1/23/98

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
4:46 P.M.		(1)	(1)			LENS WAS SHUT DOWN BY
						BELLSOUTH COS of PAYMENT.
						NAS NOT RESTORED FOR 5
						DAYS.
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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1/24/98

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
2:30p.m.		(1)	(2)			NO RESPONSE FROM AST.
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

1/25/98

INTERNET TROUBLE SHEET

TIME	IN HOUSE	HOST	CONTACT	RESPONSE	DOWN TIME	REMARKS
7:30 a.m		6	6			NO RESPONSE FROM BST
1/30/98						LENS OVAS RELEASE FOR USE
						BY BST.
						Host & Contact Legend:
						1) Bell South (LENS Service)
						2) NetRox (ISP)
						3) Edward (Network File Server)

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TABLE 1

BELLSOUTH/ALEC RATES - FLORIDA

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	$0.76 (interim rate)
Loops, including NID	
2 wire, per month	$ 17.00
NRC First	$140.00
NRC Add'l	$ 42.00
4 wire, per month	$ 30.00
NRC First	$141.00
NRC Add'l	$ 43.00
2 wire ISDN, per month	$ 40.00
NRC First	$306.00
NRC Add'l	$283.00
DS1, per month	$ 80.00
NRC First	$540.00
NRC Add'l	$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	$480.00
NRC, First	$350.00
NRC, Add'l	$ 90.00
Per voice interface, per month	$ 1.50
NRC, First	$ 5.75
NRC, Add'l	$ 5.50

End Office Switching	
Ports	
2 wire	$ 2.00
NRC First	$38.00
NRC Add'l	$15.00
4 wire	$10.00 (interim rate)
NRC First	$38.00 (interim rate)
NRC Add'l	$15.00 (interim rate)
2 wire ISDN	$13.00
NRC First	$88.00
NRC Add'l	$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	$125.00
NRC First	$112.00
NRC Add'l	$ 91.00
Usage	
Initial Minute	$0.0175
Additional Minutes	$0.005
Features, functions, capabilities	No additional charge
Operator Systems	
Operator Call Handling-Station & Person	$1.00 per minute
Automated Call Handling	$0.10 per call attempt

Directory Assistance	$0.25 per call
DA Call Completion	$0.03 per call attempt
Intercept	$0.01 per call
Busy Line Verification	$0.80 per call
Emergency Interrupt	$1.00 per call
Directory Assistance	
DA Database	
per listing	$0.001
monthly	$100.00
Direct access to DA service	
per query	$0.01
monthly	$5,000.00
NRC, service establish charge	$820.00
DA transport	
switched local channel	$133.81 (interim rate)
NRC, first	$866.97 (interim rate)
NRC, add'l	$486.83 (interim rate)
switched dedicated DS1 level	
per mile	$16.75 (interim rate)
per facility termination	$59.75 (interim rate)
NRC	$100.49 (interim rate)
switched common	
per DA call	$0.0003
per DA call per mile	$0.00001
tandem switching	
per DA call	$0.00055

Dedicated Transport	
DS1, facility termination	$ 59.75
DS1, per mile	$ 1.60
NRC	$100.49 (interim rate)
Common Transport	
Facility termination, per MOU	$0.0005
Per mile, per MOU	$0.000012
Tandem Switching	$0.00029 per minute
Signaling Links	
Link	$5.00 per link, per month
non-recurring	$400.00
Link termination	$113.00
Signal Transfer Points	
ISUP	$0.00001 per message
TCAP	$0.00004 per message
Usage surrogate	$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	$0.00004 (interim rate)

AIN, Service Creation Tools (1) AIN, Mediation (1)	TBD TBD
(1) BellSouth and ALEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
(2) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of $0.003 and composite tandem interconnection rate of $0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION
PHYSICAL COLLOCATION

SCHEDULE OF RATES AND CHARGES

Rate Element Description	Type of Charge	Charge
Application Fee	NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	$2,750.00
Floor Space	Zone A RC (per square foot)	$7.50
	Zone B RC (per square foot)	$6.75
Power	RC (per amp)	$5.00
Cable Support structure	RC (per entrance cable)	$13.35
Cross-Connects	2-wire RC (per cross-connect)	$0.30
	4-wire RC (per cross-connect)	$0.50
	DS1 RC (per cross-connect)	$8.00
	DS3 RC (per cross-connect)	$72.00
	2-wire NRC (first cross-connect)	$19.20
	4-wire NRC (first cross-connect)	$19.20
	DS1 NRC (first cross-connect)	$155.00
	DS3 NRC (first cross-connect)	$155.00
	2-wire NRC (each additional cross-connect)	$19.20
	4-wire NRC (each additional cross-connect)	$19.20
	DS1 NRC (each additional cross-connect)	$27.00
	DS3 NRC (each additional cross-connect)	$27.00
POT Bay	2-wire RC (per cross-connect)	$0.40
	4-wire RC (per cross-connect)	$1.20
	DS1 RC (per cross-connect)	$1.20
	DS3 RC (per cross-connect)	$8.00
Additional Security Access Cards	NRC-ICB (each)	$10.00
Security Escort	Basic - first half hour NRC-ICB	$41.00
	Overtime - first half hour NRC-ICB	$48.00
	Premium - first half hour NRC-ICB	$55.00
	Basic - additional half hour NRC-ICB	$25.00
	Overtime - additional half hour NRC-ICB	$30.00
	Premium - additional half hour NRC-ICB	$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

under this Agreement, or to improve service as Supra Telecommunications and Information Systems, Inc. and BellSouth may mutually agree. BellSouth and Supra Telecommunications and Information Systems, Inc. agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, Supra Telecommunications and Information Systems, Inc. reserves its right to request targets that exceed parity. Such a request may require Supra Telecommunications and Information Systems, Inc. to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

2.1 Desired Due Date: Measures as a percent how often BellSouth is able to meet Supra Telecommunications and Information Systems, Inc. 's desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date within sixty days from execution of this Agreement. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and Supra Telecommunications and Information Systems, Inc. Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, within sixty days from execution of this Agreement. In addition, BellSouth and Supra Telecommunications and Information Systems, Inc. shall jointly develop within sixty days from execution of this Agreement, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to Supra Telecommunications and Information Systems, Inc. are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
Business	

1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
Residential	≤ 2 business days*
Lines/trunks with premises visit:	

* Under normal business conditions

Business	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
Residential	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex)(sm)	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED

Unbundled Network Elements	
Business or Residential	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements within sixty days from execution of this Agreement.
FEATURE CHANGES	

* Under normal business conditions

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BELLSOUTH

BellSouth Telecommunications, Inc.

September 18, 1997

Olukayode Ramos
129 Gavilan Avenue
Coral Gables, FL 33143-6557

Dear Customer,

We recently received your request to switch your local phone service to another carrier. Because we value you as a customer, we're disappointed that you have selected another provider. However, your service has been transferred as per your request, and your final bill should reflect this change.

If you are unaware that we received a request to switch your service, please notify us of the problem so that we can correct it. You can call us at 1-800-733-3285, 24 hours a day, 7 days a week.

We thank you for your business and hope to have the opportunity to meet your communications needs again in the future.

Sincerely,

Ralph de la Vega
Vice President and General Manager
Consumer Services -- Florida

SUPRA
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Docket No. 980119-TP
Exhibit _____ (OAR-14)

BELLSOUTH

BellSouth Telecommunications
P. O. Box 100170
Columbia, SC 29202-3170

Claudia Pabelson – National

December 9, 1997
(305)863-7300

SUPRA TELECOM
269 GIRALDA AV
SUITE 203
CORAL GABLES FL 33134-5002

Dear Customer:

Your Small Business Team at BellSouth values you as a customer, so we regret that you have chosen another provider for your local communications service. However, per your request, we will transfer your service as of December 8, 1997 and send you a final bill for the services you will now be receiving from another carrier.

While we fully respect your request to make a change, we want you to know that we remain committed to meeting the unique communications needs of each small business in Florida. We hope you will give us the opportunity to earn your business in the future. We will always be here to listen and respond to you.

Finally, we would like to thank you for doing business with BellSouth. If you have any questions or if we can assist you in any way, please call a Small Business specialist in Florida at 780-2800.

Rob Capell
Vice President
Small Business Services

DQGFK8T5 YAXQR5D 26250 04163

EXHIBIT NO. 3

DOCKET NO.: 980119-TP

WITNESS: Olukayode A. Ramos

PARTY: SUPRA

DESCRIPTION:

Deposition Transcript dated April 16, 1998

PROFFERING PARTY: BELLSOUTH

I.D. # OAR-15

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 3
COMPANY/ WITNESS: BellSouth
DATE: 4-30-98

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.	DOCKET NO. 980119-TP

DEPOSITION OF:	OLUKAYODE A. RAMOS
TAKEN AT THE INSTANCE OF:	BELLSOUTH TELECOMMUNICATIONS
PLACE:	GERALD L. GUNTER BUILDING ROOM 252 2540 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA
TIME:	COMMENCED AT 9:30 A.M. CONCLUDED AT 12:50 P.M.
DATE	APRIL 16, 1998
REPORTED BY:	NANCY S. METZKE, RPR, CCR C & N REPORTERS POST OFFICE BOX 3093 TALLAHASSEE, FLORIDA 32315

RECEIVED
APR 21 1998
DIRECTOR - REG. RELATIONS
TALLAHASSEE, FL

HQ REGULATORY-ATLA
MIAMI LEGAL
AML
FAX ____ FED X

C & N REPORTERS
REGISTERED PROFESSIONAL REPORTERS
POST OFFICE BOX 3093
TALLAHASSEE, FLORIDA 32315-3093
(850) 697-8314 / FAX (850) 697-2263

EXHIBITS

NUMBER		IDENTIFIED
1	(Late-filed) Existing customer base in September, October and November of 1997	27
2	(Late-filed) Total number of employees with departments or sections and how many employees in each section	30
3	(Late-filed) Number of faxed orders that have been lost and over what time period	38
4	(Late-filed) Backup for the three hundred thousand dollar number on page 32	40
6	(Late-filed) Backup for the 686 thousand	65
7	(Late-filed) Explanation of number 13 in Supra's response to interrogator number 4	70
8	(Late-filed) Number of LSRs per month from July '97 to March '98 sent via LENS and the number sent via EDI	80
FOR STAFF		
1	(Late-filed) Names of electronic interface vendors	108
2	(Late-filed) Analysis of reports	115
3	(Late-filed) Documentation regarding customer calls to BellSouth	122
4	(Late-filed) Documentation of actual completion interval	123

P R O C E E D I N G S

MS WHITE: My name is Nancy White, Mr. Ramos. I represent BellSouth Telecommunications, and if we could have appearances.

MS. SUMMERLIN: Suzanne Summerlin, representing Supra Telecommunications and Information Systems.

MS. KEATING: Beth Keating for Commission staff.

MS. WHITE: And are the usual stipulations all right?

MS. SUMMERLIN: Yes.

MS. WHITE: Which is that you want to read and sign and no break without the consent of the witness, and I can't remember.

MS. SUMMERLIN: Yeah, and we'll reserve all objections except as to the form of the question.

MS. WHITE: Okay.

Whereupon,

OLUKAYODE A. RAMOS

was called as a witness by BellSouth and, after being first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. WHITE:

Q Good morning, Mr. Ramos.

A Good morning.

Q I'm looking at page 1 of your amended direct, and that's what I'll be concentrating on. It's, you state that you attended the London School of Accountancy for Graduate Studies. Did you receive a degree from the London School of Accountancy?

A Yes.

Q And what was that degree?

A ACCA.

Q Okay. Can you tell me what that stands for?

A ACCA means Association of Chartered Certified Accountants of England and Wales.

Q Okay. And what year did you graduate?

A 1986.

Q Now you also state on page 1 that you have attended extensive management training programs. And you list BellSouth as one of those. Can you tell me when you attended that management training program with BellSouth?

A The programs that I've attended at BellSouth was last year, in '96, part of '96, and the products and services training of BellSouth.

Q What about some of the other companies? For example, what were the classes you attended with Motorola?

A Motorola as well, products and services of Motorola.

Q And would that hold true for the other companies that you have listed, that they were product and services training?

A Well, some of -- not entirely all through them. Not entirely all through that is just products and services training. Some of them had to do with, you know, real management stuff, okay?

Q Oh, okay. Which ones were those?

A Like Xerox.

Q Xerox?

A Yes.

Q Okay. Now you stated that you've worked for the Nigerian government and the Nigerian Sugar Company, Limited, and you state that the Nigerian Sugar Company is a utility company; and I'm just curious, you know, how is it a utility company?

A Okay. It's a utility company because -- The company has to do with direct manufacture of sugar. We actually grew sugar cane, and then from the process of growing sugar cane, we process it into white sugar, granulated sugar. And the thing is that in Nigeria only seven percent of the total consumption is manufactured locally; the rest are imported. So you find, you know, that the company has to do a lot with the federal government of Nigeria and the state government the way it

operates in.

Q Okay. Now in 1991 you stated that you left the Nigerian Sugar Company to pursue a career in the private sector. Was that with Supra Investments Limited?

A Sure. Full time, yes.

Q Okay. And in July of '83, you organized Supra Investments Limited, and was that while you were still chief financial officer of the Nigerian Sugar Company?

A Yes.

Q Okay. Now you stated that Supra Investments Limited, one of the activities it was engaged in was the manufacturing of specialized telecommunications equipment. Can you tell me what kind of equipment you manufactured?

A We put together, we assembled what is called radios, the specialized radios that are used by the security forces.

Q Okay. The security forces in Nigeria?

A In Nigeria and some other countries.

Q Okay. Now you stated that in 1994 you incorporated Supra Telecommunications and Information Systems, Inc. in Florida and that that was incorporated initially for the manufacture and sale of telecommunications equipment. Was that the same type of telecommunications equipment that Supra Investments Limited manufactured?

A Yes.

Q Okay. Do you have a manufacturing plant in --

A Nigeria.

Q Nigeria, okay. Now you stated that -- Can you tell me -- Excuse me, let me strike that and start over again.

Can you tell me the type of customers that are served by Supra? And I do not want to get into any of your proprietary business plans. What I'm looking for, is it residential and business, just business, just residential, something general like that?

A Residential and business.

Q Residential and business. And is your company, Supra Information Systems, mainly involved in the resale of service, telecommunication service, or does it also provide service using unbundled network elements?

A As of this point in time?

Q Yes.

A With BellSouth? If you are talking with BellSouth, it's with resale of BellSouth services.

Q Okay. So you do not provide any service to end users using unbundled network elements?

A As of this point in time, no.

Q Okay. Do you have serve -- are you operating in the entire State of Florida, or just in certain cities?

A In certain cities.

Q Okay. And again, I don't want to get into any proprietary business information, but would it be safe to say that the cities you are operating in are the large metropolitan areas?

A Yes.

Q Okay. And just for the record -- and this is directed to your attorney.

MS. WHITE: I'm not going to ask Mr. Ramos any questions or Mr. -- anybody, Mr. Ramos, really, any questions on the portions of his testimony that I have moved to be stricken.

MS. SUMMERLIN: Okay.

MS. WHITE: If the Commission decides to grant your motion for consideration, then I may need to redepose him; but it would only be on those parts of the testimony that I have not dealt with here; I don't want to repeat anything.

MS. SUMMERLIN: That sounds fine.

BY MS. WHITE:

Q Now on page 13 of your amended direct testimony, you state that -- it's on line 13 and 14. Well, really lines 13 through 16. You state that Supra must fax an order for BellSouth to service -- excuse me, fax an order for service to BellSouth. Does Supra use the operation

support system known as LENS?

A We have a system in-house.

Q Okay. And does Supra use that to send orders to BellSouth?

A Sometimes.

Q Okay. Does LENS require that you fax an order to BellSouth?

A No.

Q Okay. Can you tell me, if you use LENS only sometimes, what do you do the remainder of the time?

A We fax orders to BellSouth.

Q Okay.

A Because of the fact that BellSouth has specifically told us, our people several times, that they don't even check orders on LENS.

Q That they don't check orders on LENS?

A Yes.

Q Can you tell me what, how you decide whether you are going to send an order through LENS to BellSouth versus sending it by fax to BellSouth?

A You decide on that basically on whether it's a switch "as is" order or are you ordering new service.

Q Okay.

A And when you make that decision at that point in time, you also -- preferably you want to use the LENS

system because LENS is a lot easier to process orders than, you know, using the fax method, which is manual method. And what you discover is that we've been told several times, Mr. Hamilton will testify to that, that BellSouth does not check orders on LENS a lot of the times.

Q Well, does BellSouth need to check the order in LENS in order for the order to go through, to be processed?

A I think so. I think they need to.

Q Okay. Now you stated that what the deciding factor in whether you send an order via LENS or through fax is whether it's a switch "as is" or new service. For switch "as is", do you send those through LENS?

A We try to.

Q Okay. And for new service, do you send those through LENS or fax?

A Fax.

Q Okay. Now the switch "as is" orders that you send through LENS, are those orders processed by BellSouth?

A Sometimes.

Q You state also on these lines 13 through 16 of page 13 of your amended direct that Supra must wait a minimum of 48 hours for a firm order confirmation. Did Supra -- does Supra have an agreement with BellSouth as to what the time period for receipt of a firm order confirmation should be?

A In the interconnection agreement it's there that once an order for service is received for business lines it's two days, two business days, the same things for residential lines. So for this firm order confirmation it's not in the interconnection agreement.

Q Okay. So the 48 hours for a firm -- receipt of a firm order confirmation is not in the interconnection agreement?

A It's not there.

Q Okay. Is there any agreement between Supra and BellSouth that contains the period of 48 hours for receipt of a firm order confirmation or less?

A I don't know.

Q Okay. Now on lines 17 through 20 you state that while Supra is still waiting for a firm order confirmation the BellSouth customer service rep has completed the provisioning of service to BellSouth's customer including installation. Can you tell me what information you have to support that allegation?

A No. You know that if today I call BellSouth, I want to order for business and residential line, it doesn't take more than two days for BellSouth to provision that service.

Q Okay. And how do you know that?

A I called.

Q What is the basis for that statement?
A I called.
Q Okay. And you --
A You know, I also have other people call in as well to check lines.
Q Okay. And do you just call the regular business office?
A Yes.
Q And what would you ask them?
A I'd say I want a new line. Of course I also called when I ordered the new service for my office where we were before on Giralda, Giralda Avenue, Coral Gables. It took two days to do that.
Q Okay. Now on page 15 of your amended direct testimony, it starts on line 10 and goes through the end of the page, you talk about an implementation team that was sent to assist Supra in March of 1998. Can you tell me who on that implementation team came to meet with Supra in March of 1998?
A The team came with -- there were basically five members of the team, and the team came with the accounting manager, Wayne Carnes; and then you have a Judy Glass as well and some other members of the team.
Q Okay. Now you stated that the team was with Supra from March 24th to March 26th, 1998. Were you

present for that entire meeting?

A No, I was not.

Q Okay. Cut me when you -- were you present at all that meeting?

A Sure, I started the meeting off.

Q Okay. So you were there on March 24th?

A Yes, ma'am.

Q Okay. But was not there on March 25th or 26th?

A I was always there. I was always checking in with them, seeing what they were doing.

Q Okay. Now can you tell me who the team met with at Supra, which Supra employees they met with?

A They met with virtually every one of us. As a matter of fact, most of the time they were with the customer service people, the ordering and billing people as well as the marketing people.

Q Now you state that the team left without resolving a lot of the issues. Can you give me some examples of what the issues were that were not resolved?

A Part of the issues that were still outstanding was completion of LSRs and ASRs, filling them out, and then an explanation of some of the USOCs.

Q Okay. So they left without resolving those issues you just listed?

A Yes, and then there were some other issues that,

you know, I can't just, you know, roll off the top of my head right now.

Q Sure. Now at the bottom of that page you talk about the team attempting to help Supra process an order. Was this an order that Supra had already tried to input into LENS?

A No, it was an order that just came in -- From my understanding, it was an order that came in at the time when the team was around, okay?

Q Okay.

A And what it tried to do was to help them to process the order and to, you know, answer some problems. Mr. McCarty (phonetics) in his rebuttal, which I've just read this morning, he admitted to that.

Q Were you present while that order was trying to be inputted?

A No, but Brad Hamilton was present. Brad will be with you tomorrow.

Q Okay. You state that it took the intervention of one of the team members to resolve the purchase order number. What was the problem with the purchase order number, do you know?

A No.

Q Okay. And I will interrupt you to tell you that I have some questions that I wasn't sure whether should be

you that I should ask or Mr. Hamilton, so if we get to some of those, just let me know.

A Okay, I will.

Q On page 17 of your amended direct testimony, you state that -- and this is lines 5 through 7 -- that BellSouth was not and is not prepared to handle an ALEC account as a reseller of local exchange telephone service. Can you give me the basis for that statement?

A The basis is because of the fact that once BellSouth moves a customer from BellSouth to Supra, especially customers with multiple locations, everything, all the earning numbers, everything, just all become scattered and they all fall on to Supra's accounts as just one account at that point in time; so that means that the uniqueness of that particular account is lost.

Let's take a customer with 15 different locations. What the customer was getting before from BellSouth was CLUB billing from BellSouth. Now once that customer goes over to Supra, all that uniqueness of the customer, that particular customer, is gone; so all those numbers, each address -- for instance, you know, those 15 locations that I mentioned earlier on will be separate addresses, okay?

Now, but the customer gets their bill based on one earning number. All those unique features will be

lost. Supra gets all those bills for those 15 locations without actually referencing whether it's, you know, for this customer A, you know, who gets that -- who used to get that CLUB billing from BellSouth. And we've discussed this particular matter with BellSouth on a number of occasions, and nobody seems to be able to give an answer to that. As a matter of fact, I think the conclusion, you know, which I have not read some of the rebuttals yet because, you know, if I -- maybe you have something from Mr. Bledsoe, maybe J.C. Bledsoe will address that issue properly.

Q When BellSouth transfers a customer from, or an end user becomes your customer from BellSouth -- instead of BellSouth's, wouldn't you agree that Supra is BellSouth's customer with regard to that end user? Let me try it a different way.

When, say Suzanne decides that she wants to have her local service with Supra instead of I think it's Sprint that's here in Tallahassee, and so she moves to Supra. Sprint no longer has anything to do with Suzanne as a customer; isn't that correct? She is your customer, not Sprint's customer?

A That is not entirely correct.

Q Okay. Why isn't that correct?

A If you look at the whole situation going on right now, maybe you will agree with me because such customers,

even when they leave BellSouth and come to Supra, BellSouth sends letters to those customers. You have all the records. You have all the records of the customers and so on. So I can't say really that you've given me -- because like in my culture, it tells you that if you are giving somebody around, you should give the person around and leave the rope. You used to tie the rope on the neck. You should leave the rope to the person, give the person the rope. But in this situation, you know, I cannot say that; that, you know, that customer has been given to Supra and that the rope tied to the customer's neck is entirely Supra, I'm not going to say that. So that's why I said it's not entirely correct.

Q Well, are customer service records available to Supra via LENS?

A I will answer that question in two parts. One part is the fact that when the customer belongs to -- when the customer belongs to BellSouth, right, you have other customer service records there on LENS, okay?

Q Uh-huh.

A But when the customer moves from BellSouth to Supra, the address of the customer is deleted from LENS, is taken off LENS.

Q So you're saying that if you, if a customer becomes Supra's customer and you go through LENS to view

that customer's customer service record, the address is not there?

A The address is not there.

Q Okay. Now you state that the CLUB billing and the diskette analyzer bill, also known as DAB, does not provide the appropriate types of information needed by an ALEC to efficiently and timely bill its customers. What types of information are needed?

A Ma'am, you know that in this business billing is one of the ways by which you can effectively survive, and before I cannot like go into answer your questions directly, I need to maybe elaborate a bit more on this particular issue.

We are faced with a situation where BellSouth gives us bills of customers in essence to pay. Okay, if we don't pay within a specified period of time, we get threats that we'll be cut off, our services will be cut off entirely, okay? And we get the bills from BellSouth in the format that it took a while for us to be able to really understand, that's number 1.

The other part is that if you are familiar with DAB, you will see in DAB there is a particular field called the addressing field in DAB, it's there, that is encrypted; it's all binary. Then you will be able to see part of it. The part you are able to see, you will see that as a matter

of fact those addresses were there, but they have been encrypted. That's why we said -- Because if we prepare bills, no matter how good your calculations are, if the addresses are wrong, the bills are going to come back to you. When they come back to you, you will have wasted time, money and efforts on doing that billing process, which we get every letter, okay?

So, in essence, we might be able to have some figures to prepare a bill, which at times also we'll call BellSouth again to clarify some of these figures and some of the USOCs' addresses. The other key element, which is a billing address, has been encrypted that we don't have access to.

Q Have you read Mr. Scollard's rebuttal testimony?

A I have not read it.

Q You state that the binary data in the diskette analyzer bill breaks the ASCI, Roman Numeral 2. Can you tell me, what rules does it break? I mean why do you say that it breaks the rules?

A It breaks the rule because it has been encrypted because, normally in the DAB format, what you are supposed to do is to move that data. That data you have in DAB, you are supposed to move it using ASCI format to move it to whatever program you want to move it to, whether you want to move it to EXCEL, move it to Word.

Q Now you state that it took the BellSouth account rep two weeks to determine that the magnetic billing tape sent to Supra did not contain the customer service address information. Who was the BellSouth account representatives that it took two weeks to determine that?

A Both Wayne Carnes and J. C. Bledsoe.

Q Now you state, and this is also on page 18 of your amended direct, lines 7 through 10, that the BellSouth bill that is sent to residential customers contains certain monthly charges, and one of them on line 2 is innotrac. What is innotrac?

A Innotrac is part of the charges, you know, that we get from BellSouth. Mr. Brad Hamilton will be able to, you know, talk more about that tomorrow.

Q All right. And what is Florida 511? That is after innotrac.

A Florida 511 is part of the charges that we get as well from BellSouth. You know, all these charges, the innotrac, the 511, et cetera, they are just given to us in bulk. That's what we are seeing here. They are not divided. They are not, you know, given us by account, by any number.

Q At the bottom of that page you are talking about the USOC information. What has BellSouth provided regarding the USOC codes?

A Can you give me that question again?
Q Yes, you stated that BellSouth has not provided adequate information as to the USOC codes. Can you tell me what data BellSouth has provided regarding the USOC codes?
A It's just of recent, about maybe two months ago that we got the USOC manual from our account rep.
Q Okay.
A They never give us the USOC manual before.
Q So would you state that BellSouth has now provided adequate information about the USOCs to Supra?
A I wouldn't say that, no.
Q All right. Well, what has BellSouth not provided that you need?
A On the USOCs?
Q Uh-huh.
A We still need, you know, the education on the interpretation, on the usage of the various USOCs because there are very many.
Q Well, are the USOCs contained in the local exchange ordering guide?
A Some of it.
Q Are you familiar with the local exchange ordering guide?
A Yes, I am.
Q And BellSouth provided Supra with the local

exchange ordering guide?

A Yes.

Q Would you also agree that the USOCs are posted on BellSouth's interconnection services Web page?

A Yes, I agree.

Q Now are you familiar with BellSouth's tariffs in Florida?

A Yes.

Q Are the USOCs contained in the tariff?

A Some of them.

Q Now on page 20 of your amended direct, line 11, you stated that you've got problems associated with having to manually type out the first month's bills. Why do you have to type up the bills manually?

A Because of the fact that we didn't get adequate explanations as to what was contained in the CD-Rom, in the DAB, so that period was a very difficult period for us. It took us about two months or three months, you know, of solid hard work to be able to, you know, really figure out, you know, what to do with the DAB.

Q And when was that time frame, the two or three months?

A I'd say from about September, or maybe October. September, October, November, yeah.

Q '97?

A Of '97.
Q Are you still having problems with that?
A Yes.
Q What problems are you still having?
A The fact that DAB has not been designed as an ALEC billing platform, that's one. The fact that DAB is still encrypting the addresses, that is another part; and the fact that some of these charges are still coming to us in bulk. Like the 911, 511 and the innotrac are still coming to us in bulk.
Q Does Supra have a billing system?
A We do.
Q And what is that billing system?
A We've had to develop, you know, a lot of it in-house, customize it in-house.
Q And is it a software?
A Yes.
Q A piece of software?
A It's a software.
Q And what does that software do?
A It processes the data that we get from BellSouth and some other carriers that we do business with.
Q And then does it spit out a bill for Supra to send to their customer?
A Sure.

Q And how long has Supra had that billing software?

A All total with the modification and everything, it came into being about December.

Q December of 1997?

A Yes.

Q Now you state on lines 17 through 19 that you lost 75 to 90% of your existing customer base during this initial time period. Is the initial time period the September, October, November of '97 time period?

A Sure.

Q And what, how much was your existing customer base at that time?

A I don't have the figures of that.

Q Okay. Can you get that for me?

A I can.

MS. WHITE: Can I ask for just a late-filed exhibit as to what the existing customer base was for Supra for September through November of 1997? And I understand that that's proprietary.

MS. SUMMERLIN: Yeah.

MS. WHITE: So that would be, Late-filed Exhibit Number 1 would be the --

MS. SUMMERLIN: Existing customer base.

MS. WHITE: Existing customer base in September, October, and November of 1997.

MS. SUMMERLIN: Okay.

BY MS. WHITE:

Q Okay. Now on line 20, 21 you said that BellSouth's errors resulted in Supra being billed for BellSouth lines. Can you tell me what errors those were?

A Which one, line what?

Q Line 21 and 22, BellSouth's errors -- I'm sorry, page 20 of your amended direct, lines 21, 22, BellSouth's errors resulted in Supra being billed for BellSouth lines. Can you tell me what errors those were?

A Up 'til today we have disputed some accounts, that BellSouth still claims that they're our accounts, right.

Q That they are Supra's accounts?

A Yes, those are the accounts that would refer to that.

Q Okay. So you're stating that Supra is being billed for accounts that really belong to BellSouth, not Supra?

A Yes.

Q Okay. And is that what your exhibit OAR-5 purports to show is a list of those accounts?

A Yes.

Q Okay. Now on page 21 of your amended direct on line 5 you state that your efforts to develop billing

software were unsuccessful for various reasons. Can you tell me why your efforts were unsuccessful?

A At the initial time? Because, for instance, a lot of the DAB, about two seconds when you open DAB, that will give you an access to the developer of that software, that program for BellSouth, which is Perrine. We tried to contact Perrine; Perrine is out of business.

Q Okay.

A And then after that we had to shop around, you know, go around looking for a platform that can interface with BellSouth's platform. We found nothing.

Q Well, do you think BellSouth had anything to do with Perrine going out of business?

A I don't know.

Q Okay. On line 17 of page 21 of your amended direct you say that Supra personnel were endlessly involved in trying to resolve billing issues. Can you tell me who of your employees were involved in that? It's line 16 through 18 of page 21.

A A lot of our employees, the billing department.

Q Okay. Who is in charge of the billing department?

A Martin, Martin Bonacia is there.

Q Okay.

A Victor, Dave, and also at times, you know, I had

to get involved in resolving billing issues.

Q Okay. How many employees does Supra have? Is that proprietary?

MS. SUMMERLIN: I don't -- I think that we can provide that as a confidential.

MS. WHITE: How many employees they have?

MS. SUMMERLIN: Yeah, I think that is what he is concerned about.

MS. WHITE: Okay. That's fine, Late-filed Number 2.

MS. SUMMERLIN: Okay.

MS. WHITE: Number of employees total, and if you could also put in like what departments there are or what sections there are of the company and the number of employees for each section.

MS. SUMMERLIN: Okay.

BY MS. WHITE:

Q Now at the bottom of that page 21, lines 22 through 25, you say many customers had forgotten that they had switched their service to Supra and then called BellSouth to complain. Can you tell me how many customers forgot they had switched their service to Supra.

A I don't have a figure of that.

Q Can you tell me, how do you know that these customers had forgotten that they had switched their

service to Supra?

A Because of the interactions they have with our customer services reps.

Q And what would they tell their customer service reps?

A Well, that they had forgotten that they switched, you know, the service to Supra and that, you know, we have not received you a bill. Where is the bill? You know, we have not received a bill. You know, because people are used to receiving bills, you know, for telephone service every month; and because of the initial problems that we had, we couldn't send the bills out on time, so that caused a lot of problems for us.

Q And your customer service representatives told you this?

A Yes.

Q Okay. Can you tell me, when did this occur?

A September, October, November.

Q Of 1997?

A Yes.

Q And you say they then called BellSouth to complain. What were they calling BellSouth to complain about? That's on lines 24 and 25. They had forgotten they switched their service to Supra, and they called BellSouth to complain.

A Yeah.

Q What were they complaining about?

A They would call BellSouth that, you know, we have not received our bills and, you know, basically they would tell them, you are no longer with us; you are with a company called Supra. That's it.

Q Okay. Well, you go on to state at the bottom of page 21, top of page 22 that BellSouth service reps told them they should file a complaint with the Public Service Commission. What is the basis for your statement on that?

A Mr. Brad Hamilton will be in a better situation to answer that question. But, you know, the business of, the businesses that -- you know, BellSouth service CSRs, from what I've gathered from the CSRs of Supra, is that they have told these people that, you know, the service has been switched, you know, to another provider; and they told them that, Oh, when did that happen? And you know, some other things, but Brad, like I said, Brad will give you information on that.

Q And this is what customers have told your customer service representatives?

A Yes.

Q Now did any of these customer service complaints occur prior to September of 1997?

A I can't recall.

Q Okay. When did Supra actually begin providing service to customers in Florida?

A End of July.

Q End of July of '97?

A Yes.

Q Is when they actually had customers?

A Yes.

Q Okay. On lines 6 through 9 of page 22 you state that BellSouth customer service representatives told customers they didn't have to pay their bills to Supra if they disputed the amounts of the bills. Is that something that customers told your customer service representatives?

A Yes.

Q Now on page 23 of your amended direct testimony, lines 8 and 9, you state pending the resolution of the billing disputes, Supra should be given immediate access to CRIS and RSAG. Can you tell me why Supra needs access to CRIS and RSAG?

A RSAG is one of the acronyms. It means regional streets address guide.

Q See, you're better than I am. I usually don't remember what they mean.

A Now that's why --

Q Question.

A Yes.

Q Why does Supra need RSAG and CRIS?

A Yes. So the RSAG gives you the addresses.

Q Okay.

A So while we are waiting to resolve these billing problems, especially the addressing issue, right, that DAB is encrypting at this point, we want to have access to RSAG and CRIS so that that way at least we will have access to the addresses of these customers.

Q Okay. Has BellSouth requested direct access to RSAG and CRIS from BellSouth -- has Supra requested, sorry, has Supra requested direct access to RSAG and CRIS from BellSouth?

A Yes.

Q Okay. And can you tell me who you requested that from?

A Wayne Carnes.

Q And when was that?

A About two months ago.

Q Have you gotten a response from BellSouth on that?

A It's proprietary.

Q Okay. Now on page 24 of your amended direct, you talk about telephone numbers per CLLI. It stands for common language location identification.

A Good.

Q And I only know that because it's written in your testimony. So is it your understanding that central offices are the same as CLLIs?

A Yeah, they are the same, they are the same.

Q Now on page 25 of your direct testimony, you state that the maximum number of numbers that can be reserved through LENS, and this is on lines 8 through 10, is six phone numbers. Have you looked at Mr. Stacy's rebuttal testimony?

A No, I have not done that. But even if LENS has changed, maybe just change of recent. As of last year, as of last year, even up to January of this year, you can only have six.

Q Okay. Now at the bottom of that page you state that Mr. Cathey, C-a-t-h-e-y, made a joke of Supra's loss of dial tone when you all met at the ALTS, capital A-L-T-S, convention in Atlanta in November. What did Mr. Cathey say?

A Like I said, he made a joke of this.

Q Well, I mean how did he make a joke?

MS. SUMMERLIN: As much as you can remember.

A He said something like a telephone company without, you know, without dial tone?

Q Okay. All right. On page 29 of your amended direct testimony, at the bottom of that page and at the top

of page 30, you state that BellSouth has refused to use the electronic interface equipment that Supra has purchased. Can you tell me what electronic interface equipment Supra has purchased?

A We have invested in EDI, and BellSouth is not allowing us to use EDI.

Q And why is BellSouth not allowing you to use EDI?

A Ma'am, they've told us that they don't understand them, they don't understand. Some of the people that are responsible for that have told us that they don't understand.

Q That the BellSouth employees don't understand EDI?

A Yeah.

Q So has Supra used EDI to process any orders or for any preordering purposes?

A We have been allowed to use it only once or twice, maximum twice; that's all we have done so far with EDI.

Q Okay. And how did that come about that you were allowed to use them?

A Because it was kind of like a forced process that we had to get, you know, Cynthia Arrington involved before we could use it.

Q And when was the first time that you used it?

A I can't recall.

Q Was it in the last -- Was it in 1998, this year?

A 1998.

Q You state on page 30 of your amended direct testimony that you have not received all of the rules for using LENS. What have you received about LENS?

A What have we received?

Q Uh-huh.

A We have received, you know, a manual called the local exchange navigational system manual; that is what we received. But based on our interactions with LENS, the interface itself, we have realized that there are a couple of things, not even a couple, a lot of things that are not documented in the manual.

Q Okay. Can you give me some examples?

A Brad will be able to tell you that.

Q Okay. Do you know whether PBX orders can be placed using EDI?

A Do I know?

Q Do you know whether PBX, orders for PBX can be placed using EDI?

A I don't know, but I don't really think so.

Q Do you know whether EDI can accept orders for more than six lines?

A I know. That is what the system has been designed for, but it is not being done right now.

Q All right. Do you know how BellSouth processes its own orders for CENTREX service?

A We don't know how BellSouth does that.

Q Now you state on page 31 of your amended direct that orders faxed to BellSouth are often lost. Can you tell me how many losses, how many lost orders you all have had?

A I'll provide you with that information.

MS. WHITE: Okay. That will be Late-filed Number 3.

MS. SUMMERLIN: What page are we looking at?

MS. WHITE: 31, lines -- it's line 3. I guess the number of orders, faxed orders that have been lost and over what time period.

MS. SUMMERLIN: Or give an estimate.

MS. WHITE: Right. Right.

BY MS. WHITE:

Q Now on the same page, 31 of your testimony, lines 19 through 21, you stated that BellSouth changed the password for the use of the LENS system on a random basis without notifying Supra. Can you tell me when that occurred?

A A couple of times.

Q Okay. Can you give me just if you recall when that occurred?

A We had an incident in November of last year. We had another one in December of last year. I can recall those two.

Q Okay. And do you know why that password was changed by BellSouth?

A I don't know.

Q Now on page 32 of your amended direct testimony, you state that, you are talking about the PIC Adds/Disconnects report, and on lines 19 through 21 you are stating that the report is supposed to be used by Supra to collect revenues from the long distance carriers. Do you see that?

A Yeah.

Q Who told you that the report was supposed to be used to collect, by you to collect revenues from the long distance companies?

A That was what, you know, we were told by the interconnection department, Wayne Carnes, yes.

Q Okay. You state on lines 23 to 25 of that page that you estimate that you have lost the sum of about three hundred thousand dollars in uncollected revenues from long distance carriers. Can you tell me how you came to that figure?

A You know, you have for the basic residential lines, you are supposed to collect I think 53 cents per line from the long distance carriers, and then for the business lines I think it's two dollars fifty, 2.50. You know, so over time, from the time we started business up until now, that is just an estimate, that's a ballpark.

Q Okay. So what you did was take, start the time in July of '97 through the date of your testimony?

A Uh-huh.

Q And took the 53 cents for residents and the two dollars and 50 cents times -- and I'm not a math whiz, but times the number of customers?

A Number of lines.

Q Number of lines?

A Number of lines.

Q Okay. Can you tell me what number of lines you multiplied by?

A I will give you that information.

Q Okay. That would be Late-filed Number 4, and I guess it would just be backup for the three hundred thousand dollar number on page 32 of the amended direct.

Now on page 33 of your testimony, lines 7 through 10, you stated that you are talking about the analysis of the PIC report to the LENS documents, and on line 7 you said 30% erroneous EC order numbers. Can you tell me what

EC stands for, or should I ask Mr. Hamilton?

A Oh, boy, you caught me there.

Q Well, the next one I have is on line 9, IC reference number, 55% erroneous IC reference number.

A Oh, boy, let me check my -- excuse me.

Q Sure.

(WITNESS REVIEWED DOCUMENTS)

Q This is still page 33, lines 16 through 18, you state that LENS is the only BellSouth operational support system Supra has at its disposal. What is your basis for that statement?

A Because the other one, the other --

Q EDI?

A The EDI they are not allowing us to use.

Q Okay.

A And the TAFI, for TAFI, for us to make use of TAFI, we have to dial a long distance call; so, you know, which is another issue that we took up with the implementation team when they came. You know, we complained to them about. That, they said they were going to try and resolve it.

Q Does Supra use TAFI?

A Yes, we do.

Q You do?

A Yeah, we do.

Q Now at the top of page 35 of your amended direct testimony. You state that BellSouth has failed to meet requests of installation of new services as well as repair and maintenance on a basis equivalent to that which BellSouth provides to its own customers, and you refer to exhibit OAR-9. Can you tell me what facts you have to support your allegation that BellSouth has failed to meet requests for installation and repair and maintenance on a timely basis, or a basis not -- on a timely basis? I'll just ask that.

A Now if you look at the OAR-9, let's say like business lines in the interconnection interval, right?

Q Uh-huh.

A You have less than equal to two business days.

Q Okay. Now where does the interconnection interval come from?

A From the interconnection agreement.

Q Okay. And then on the next column is actual completion interval.

A Yes.

Q Where did that information come from?

A From our own records, in-house records.

Q Okay. Who gathered those records to populate this column?

A The CSRs, the CSRs and the ordering people.

Q I'm sorry, and the?

A The ordering.

Q Ordering people. Ordering people, I'm sorry. Ordering people. And can you tell me what time period was covered by this column labeled "actual completion interval?"

A About, say about six months, yeah.

Q Okay. Six months from the date of your testimony? I mean was it like the last six months of 1997 or the last six months?

A No, the last six months from the date of my testimony.

Q Okay. All right. You state -- this is page 35 still, lines 8 through 10. You state that when Supra's customers dial 611 for service they are connected to BellSouth's repair center not to Supra's repair line. Does Supra have a repair line?

A We are there 24 hours. You know, we are supposed to have a repair line, right? But when customers dial 611, they are connected, they get to BellSouth's repair center.

Q Okay. Are you familiar with selective routing?

A Yes, I understand that concept.

Q Okay. And are you familiar with that concept as it has to do with 611 and repair?

A And 911, yes, I do.

Q Okay. And has Supra requested selective routing from BellSouth?

A We have informed Wayne Carnes, yes.

Q That you wanted it?

A Yes.

Q Okay. And when was that?

A December of last year.

Q And what was the response?

A He said he would look into it, and we followed up, we followed up several times, you know, said they would look into it, but --

Q And you don't have an answer?

A We don't have an answer.

Q Now you state on the top of page 36 that requiring the manual processing of the great majority of the communication is a violation of BellSouth's duty to provide Supra access. TAFI is not manual, is it?

A It's not manual but, you know, TAFI is, you know, like I explained to you, if you are going to stay on TAFI for 24 hours, we are going to be incurring expensive long distance charges; and when the implementation team and they realized that our TAFI -- because as a matter of fact, we complained initially about the TAFI, that how do you want us, you know, to just put this on long distance? You know, and when the implementation team came they said, okay, that

was wrong, you know, that they were going to look into it and, you know, were going to find out. But this is something that we have always taken up with the account team. Wayne Carnes has always known about this fact for a long time that, you know, our TAFI is on long distance.

Q Okay. Now you stated on lines 10 and 11 that Supra customers have had to wait up to four weeks to have phone services hooked up. Can you tell me what the basis of that statement is?

A There have been some situations, instances that I was personally involved that the customers had to wait, you know, for a long time before they were provisioned services. As a matter of fact, one of them we had to give a cell phone, you know, to one of the guys. The other one is a hotel, you know, that they've had to wait, you know, for about, almost five weeks, you know.

Q Okay. Let's take those. When was the first incident, or how many incidents like this are you aware of?

A I'm aware of quite a couple of them, but the ones that I was directly involved with were like about two.

Q Okay. And when was the first one of those?

A I think it's roughly September, October, of last year.

Q Okay. Was it a residential or a business customer?

A Residential customer.

Q Was it an order for just plain old telephone service?

A POTS, yes.

Q Okay. When was the second incident?

A The second incident was like about November, October or November of last year.

Q And was that a residential or a business customer?

A Business.

Q And was it regular old business service or --

A Just POTS.

Q POTS, okay. Did you get any explanations from BellSouth as to why it took -- in each instance you said it took four weeks?

A Yeah.

Q Was it a switch "as is" or a new service?

A New service.

Q And was there any explanation from BellSouth as to why it took that long?

A Not as far as I know.

Q Okay. Now on page 37 of your amended direct testimony, lines 14 and 15, you state that BellSouth has offered training for CLEC employees and Supra has taken advantage of many training classes. Has BellSouth offered

training to Supra for free?

A Yes.

Q And has Supra taken advantage of that training?

A Yes.

Q And has Supra attended classes on LENS?

A Yes.

Q And on basic ALEC training?

A Yes.

Q You state that the training classes have been unsatisfactory. Can you tell me why you believe that?

A Because in most cases the training classes give you like a top level overview -- that is one term I am beginning to get used to now in America, top level overview -- not actually coming down to the specifics of doing things if there becomes a problem. And again, you see, the instructors will tell you that the reason why they cannot do that is because the number of days they have to do the training classes, that it's so short that they have to kind of like condense everything and, you know, give you something that you can go home and work with, okay? But I made a suggestion that instead of, you know, you doing two days or one day, extend it maybe a week or something like that, or divide them into various modules so that you come for this module, you understand this problem. If you have time again or you feel it's important for your business,

you come back for the next module. That way you have a proper understanding of these things because part of the problems that are supposed to be resolved from this training that we go for is how to do business with BellSouth, but those issues have not been properly addressed. We are still having problems doing business with BellSouth.

Q Have you personally attended any of the training classes?

A Oh, yes.

Q Which ones have you attended?

A I attended LENS. I attended a LENS program which, you know, I sat in. I didn't kind of like, you know, complete the whole exercise, but I sat in and I listened to a lot of the things. I was able to pick up, you know, the things I acquired, and also the products and services training and the CLEC programs, you know, I was in, you know, these ones.

Q When was the LENS training that you attended?

A I believe maybe June of last year or something like that.

Q And you did not participate in the class, you just sat in on it?

A Yeah.

Q Is that what you're saying? And the products and

services training, when was, when did you go to that?

A Last year, October.

Q Okay.

A And then also the CLEC programs, I have been to --

Q Basic training?

A Basic training. The forced -- or the select group basic training that I attended was I think in '96, December.

Q Okay. Now do you know how many courses BellSouth offers for ALECs, how many training classes they offer?

A I think I do. I have an idea of everything they offer.

Q Okay. Would you agree that BellSouth has specific training classes for EDI?

A Oh, yes, I attended the EDI training class.

Q And they have specific training courses for LENS?

A Yes.

Q And they have a specific training course for TAFI?

A Yes. The TAFI and the LENS come together, it's three days. Two days of -- I think it's two days of LENS and then one day of TAFI.

Q And there is also just a basic training class that BellSouth offers as well; isn't that correct?

A Right.

Q Now on the bottom of page 37 of your testimony, you state that the electronic systems -- it was presented that Supra must fill out a specific standard form as the electronic systems could not be relied upon. Who made that statement that the electronic systems could not be relied upon?

A Theresa Gentry.

Q Theresa Gentry?

A Yeah.

Q And can you tell me when she told you that, or did she tell you that, or --

A No, she told Brad.

Q Brad, okay. And do you remember when that was that she told him?

A Maybe about October or November.

Q I'm sorry?

A October or November of last year.

Q October or November. Now on page 38 of your amended direct, lines 4 through 6, you state that your employees were told that it, quote, was not the responsibility of the CLEC trainer to teach us how to fill out the form, end quote. That's what your employees told you that the trainer said?

A Yes. Yes.

Q Did they state -- Do you know who the trainer was, who the CLEC trainer was that said that?

A I can get you the name.

Q Okay. What about, do you know when that was?

A I'll get you the time.

Q Now OAR-10 is a log on the LENS system kept by Supra employees.

A Yes.

Q Are these customer service representative employees that kept the log?

A Yes.

Q Okay. And when was the log -- when did Supra implement the keeping of the log? Is that December 2nd the first time you all started?

A I think so, yes.

Q Okay. And I see that you've got a -- Okay, host and contact legend, I see. So in the column labeled "Contact," the one in parentheses would mean the LENS service is what the trouble was on?

A Sure.

Q Okay. And if it's got number two on there, what is --

A The ISP.

Q The Internet service provider?

A Right.

Q Okay. And then I don't know, what is Edward, the network file server?

A It's a server, the SQL server.

Q Okay. So let's see, on the first page, December 2nd, two problems, and your trouble sheet shows that they were with LENS?

A Right.

Q All right. And December 3rd they were with LENS. Okay. Now on December 5th the three problems were with the Internet -- I mean, excuse me, the network file server?

A Yes.

Q Okay. So that is not a problem that is BellSouth?

A Not with BellSouth but with us.

Q All right. So only if it's got one in the contact column does it indicate that that's a BellSouth situation?

A Problem, yes.

Q All right. Now on lines 19 through 22 of page 38, you state that -- and I believe you are quoting somebody from BellSouth, quote, we cannot supply necessary customer information from LENS required to process the fax orders, end quote. Is that something that BellSouth told one of your service, customer service representatives?

A Yes.

Q Okay. Do you know when that was said?

A No.

Q Now on the top of page 39 you state that from January 23rd to January 30th of 1998 LENS was unavailable to Supra. Do you know why that is so?

A Yeah, because BellSouth held on to a check that was sent in for payment of our bills, that was why.

Q Okay. And were there funds in the bank to pay that check?

A Yes, ma'am. Because, ma'am, when you give somebody a check, all right, it is a responsibility of the beneficiary of the check to pay the money into his account, to the pay the recipient of the check into his account. All right, the onus now lies on the issuer of the check to make sure that there are funds in that account. Supra has never issued any bounced check before. We don't have such records. Our records are very clean with First Union Bank. So for BellSouth to have told us that they made inquiries with the bank and the bank said there is no money and so on, I don't believe that.

Q You don't believe that the bank said that to BellSouth?

A Never. Even we checked with the bank, the bank said no.

Q So why is BellSouth holding on to the check and

saying that it's not good?

A I don't know, ma'am.

Q All right. Who was the account representative at the bank who told Supra that BellSouth did not call the bank?

A We have our account rep.

Q And can you tell me that person's name?

MS. SUMMERLIN: If you know it.

A Her name is Cathy.

Q Do you have a last name?

A Yeah, Gideon (phonetics).

Q Cathy Gideon (phonetics). And the bank is what bank again?

A First Union National Bank.

Q Okay. In Miami?

A Miami.

Q Okay. So if BellSouth's witnesses say, testify that Supra gave BellSouth a check without sufficient funds, they are not telling the truth?

A I don't believe so. Because on what basis? I give you a check. You are supposed to deposit it in the bank. The bank is supposed to be the one to return the check and say, you know, whatever, you know, no funds in the account or whatever that is in the account or, you know, to return the check. At that point you know that

truly there is no money in the account, but in this situation where BellSouth tells us that they called the bank and the bank says Supra does not have money in the bank, give me a break.

Q So you're saying that it was -- BellSouth should just deposit the check and shouldn't worry about whether there are funds in the bank to cover the check?

A Sure.

Q You're saying that BellSouth has no right to call the bank to determine whether there are sufficient funds to cover the check?

A I am not saying that BellSouth has got no right to call the bank. BellSouth has a right to call the bank, right, if they want to, or if they choose to. But like I said, you only do that when you feel that, you know, there is something wrong or whatever; but as far as I'm concerned, the onus rests on us, the issuer of the check, to make sure that the check does not come back. Never has any of our checks come back, and I stand by that. We have never issued any bounced check.

Q Have you ever written a check for which there were insufficient funds in the bank?

A Never.

Q All right. Let me, let's look at OAR-14 for a minute. Now you view -- let's look at page 1 of 2 first.

You view this as a retention or "winback" letter; is that correct?

A Yes, ma'am.

Q Why do you view that as a retention or a "winback" letter? We might need to take a break in a minute.

A I think we do.

Q Do you want to take a break?

A Sure. Thank you.

(BRIEF RECESS)

BY MS. WHITE:

Q All right. We were talking about OAR-14, and I asked you why you considered these two letters retention or "winback" letters.

A In the first paragraph -- Let's read the letter, all right?

Q Okay.

A Let's read the letter.

Q That's fine.

A "We recently received your request to switch your local phone service to another carrier. Because we value you as a customer, we're disappointed that you have selected another provider."

Okay. That throws in something there.

Q So you're saying that sentence is an attempt to

win back the customer?

A Yes.

Q Okay.

A And then, "However, your service has been transferred as per your request, and your final bill shall reflect this change."

Q Okay.

A Okay?

Q You don't think there is anything wrong with that sentence?

A This one?

Q The last sentence of the first paragraph that you just read.

A I think there is something wrong with that as well.

Q Oh. What's wrong with that?

A I think the whole letter should not be allowed to go into circulation any more.

Q Okay. So you don't think that BellSouth should send an acknowledgement to the customer that their local service has been switched?

A I think so. I think they can do that, but I will tell you the way they can do that.

Q Okay.

A "If you are unaware that we received a request to

switch your service, please notify us of the problems so that we can correct it." All right?

Q Okay.

A That, again, also throws, you know, something in the mind of the subscriber, okay? You see, ma'am, I want to try to share one thing today, that BellSouth has a very, very powerful brand name. You have a very powerful presence in the market. You have been around for several hundreds of years. In 1908, that BellSouth has been in this business the Bell companies, since 1908 or 1892 or something like that. You know, you have been around for so many years, and the thing there is that after the divestiture of the Bell operating companies in 1984, all right, '83, '84, even the consumers have been made to realize that the local phone companies that they have are the Baby Bells. So for anybody to receive a letter like this will think twice, believe me. I have interviewed a lot of people who have received this letter, they told me the same thing, that is the way they feel. They thought twice about the letter, about their decision, and --

Q Because they received this letter?

A Yes. And as a matter of fact, and as a matter of fact, your people in Birmingham, they admit.

Q Admit what?

A That this letter, that the way it's couched,

Mike Lascati (phonetics) admits that, Wayne Carnes admits it, that the way the letter is couched, correct, is -- it's kind of like witty, right? And they also asked me that in what way do I think the letter should be couched, right? My belief is this, Bell can send out a final bill to the consumer on this, on their -- on whatever that has been ordered by the consumer to Bell. Bell can send a final bill, but Bell should not be sending these kind of letters.

Q Well, let me -- you talked about the second paragraph where it states, if you're unaware that we received your request to switch your service, please notify us of the problem so that we can correct it. Would you agree that -- Are you familiar with the term "slamming"?

A Yes.

Q Would you agree that "slamming" is a significant problem in this state and country today?

A I'll answer that question in two perspectives. The first perspective is going to be the long distance arena, the long distance arena, so -- because that is where this thing is going to trickle down from, okay?

In the long distance environment, in Florida you have almost two hundred long distance providers, in Florida alone. This state has the highest number of long distance providers in the whole of the United States followed by New York; whereas, in terms of telecommunications spending

Florida is number four.

Q In terms of what?

A Spending.

Q Spending?

A Telecommunications spending, Florida is number 4. California number 1; New York number 2; Texas number 3; Florida number 4. So in the area of slamming or the area of customers switching from one provider to the other, right? I will say, well, you have more complaints in Florida, but I will also tell you one thing, that there are games being played in this market.

Q By the long distance companies?

A By the consumers and the long distance companies.

Q Okay.

A Right. I mean, for instance, I know of some companies that send you checks, right? If you deposit the check, that means that you have accepted to change your provider; but that particular term is written in such a very, very small print at the back of the check, right, that subscriber might not even see that particular term, might not even be aware of the term. If he or she sees a check, he says, Oh, this is fine, 150 dollars or 50 dollars or a hundred dollars, it depends. I have been with one long distance provider in the past three years. So what I'm saying is this, in the long distance arena, yes, there

are some problems.

Now let's come to local. Local is new. Local is new. It's new to the people, to the consumers. The '96 Act was passed, became law in '96, February, and it took the FCC a while to even work out the orders, the implementation orders. The final order, 96-325, only came out towards the end of '96 on the interconnection, resale and collocation that everybody is working on today. The PSCs only came with the rates for, you know, discounts and so on and so forth probably in the last year, late '96. So now it is possible, which I am aware of, very, very aware of that for a subscriber to agree to switch their local service provider and later on turn around to say they did not give such a consent.

Q I'm sorry, could you repeat that one more time? I just don't think I understood you. I mean I heard, but I just didn't understand it.

A That because of the longevity of the Bell operating companies and because of letters like this and because of the fact that also at some point which your director of regulatory affairs, Nancy Sims, agreed, she agreed, she actually wrote a letter, she confirmed it that BellSouth was at some point sending out these letters before working our orders.

Q Okay. Would you agree that BellSouth is no

longer doing that?

A Ma'am, I don't know.

Q Okay. Now is what you're telling me then with regard to slamming, that it's not a problem in the local market, it's only a problem in the long distance market?

A I've not said it's not a problem in the local market. It is a problem in the local market, but the point is that sufficient education has to be given to the local subscribers for them to be aware of competition in this environment; and the onus, the responsibility of doing that lies with BellSouth and this Commission.

Q Okay. Well, isn't that what BellSouth is saying in the second paragraph of page 1 of 2 of OAR-14, if you are unaware that your service has been switched, please notify us?

A I don't agree with you.

Q You don't agree with me, all right.

Do you know how many ALECs are certificated in Florida today?

A I think I have an idea. Maybe a hundred plus.

Q Okay. And does Supra provide long distance service in Florida?

A No.

Q Okay. Do you know when carriers started being certificated as ALECs in Florida?

A No.

Q Okay. On page 42 of your amended direct testimony, lines 13 through 15, you stated that Supra documented disputed billing information to BellSouth's Cynthia Arrington. Was this in the form of a letter that was written to Ms. Arrington?

A If I may recall correctly, it was faxed to her, a list of telephone numbers, yes.

Q Okay. Now it's your testimony that Supra has always paid BellSouth's bills on time and in full?

A Yes.

Q You state on lines 19 through 26 of page 42 that Supra paid BellSouth's bills on time and in full up until the point that Supra realized its operation was being compromised. Can you tell me what point in time that was?

A I'd say about October, October of last year.

Q Okay.

A And then that was the time we faxed all these billing disputes to her.

Q All right. Does Supra provide any service in, outside BellSouth territory? By that I mean in the territory of other local exchange companies.

A No.

Q Okay. When you're using LENS, can you obtain the service address of the end user?

A Yes.

Q From the customer service record?

A Yes.

Q Okay. Now Supra went into business when in Florida?

A Doing local with BellSouth?

Q Right.

A July.

Q Okay. And you stated that, you said a number of times that there were a lot of activities and problems between September and November of '97. How did Supra do business prior to September '97? In other words, were there any problems between July and September of 1997?

A Because the first set of bills from BellSouth did not come until September, first bills that we received from BellSouth did not come to us until September of '97 and, again, you see, for me all the agreements that were sent were BellSouth's.

Q I'm sorry?

A All the agreements that were sent were BellSouth's. None of them that we ever talked would run into these kind of problems with BellSouth.

Q Now on page 44 of your amended direct testimony, line 1, you want the Commission to require BellSouth to refund $686,512.96, and I'm not sure I understand how that

number was calculated. I mean you state that it represents the total of one month's service in advance charges that BellSouth has charged Supra for customers that switched to Supra and returned to Supra -- I mean returned to BellSouth. I guess I'm just trying -- Can you give me an idea of how you arrived at that figure?

A Okay, what I can do for you is that I have --

Q Okay.

A -- I have a --

MS. SUMMERLIN: You want to do a late-filed?

MS. WHITE: Yeah, that would be good, and that would just be the backup for the 686 thousand, and that would be number 5.

MS. SUMMERLIN: I think you had another thing you wanted, and we did --

MS. WHITE: Well, if you want to make that part of number 4, yeah. Four was the backup for the three hundred thousand in lost revenues from IXCs.

MS. SUMMERLIN: Well, no, I don't care if we call this one -- I was just going to call this one six because I had put a number five by the thing that you had last asked him that you didn't really identify.

MS. WHITE: Oh, okay. That's right. All right.

MS. SUMMERLIN: Somewhere on here I put late-filed number 5. Anyway I'll find it. This will

be number 6.

MS. WHITE: Okay. All right.

BY MS. WHITE:

Q Now on page 46 of your amended direct testimony, lines 7 through 22, you are listing the comments that you say that have been made to Supra's customers. Are these what -- are these comments what Supra has -- Supra's customers have told Supra's customer service representatives BellSouth has made?

A Yeah.

Q All right. Now I want you to turn to -- this is your response to interrogatory number 4. I can share it with you.

MS. SUMMERLIN: He does not have that with him.

Q That is a proprietary document, so I'm not going to ask you about the numbers.

MS. WHITE: Are the categories proprietary, Suzanne?

MS. SUMMERLIN: Let me look at what we are talking about here.

MS. WHITE: If I asked him what kind of things made up those categories on the first page?

MS. SUMMERLIN: I think if you just say something like category number 2, what kind of things, I think that would be all right.

BY MS. WHITE:

Q All right. I'm questioning, Mr. Ramos, about Supra's response to BellSouth's interrogatory number 4. It is a proprietary document, so I'm going to attempt to do it without discussing any proprietary information. This lists a number of categories that are financial investments that have been made by Supra to date. Category number 1 -- how can I ask that -- is that rent or a purchase of land and building or --

A We own the building.

Q Own the building, okay.

A We purchased the building.

Q And that's what that number represents, is the cost of that?

A Yes.

Q Okay. Number 2, was that office -- stop me if I'm going to get into proprietary. I'm really trying not to.

MS. SUMMERLIN: Yeah, because --

A Yes, this was office.

Q That was office --

A Yeah.

Q -- stuff as well as what you needed to go into business?

A Yes.

Q Okay. Three is self explanatory. Four is -- four, this one, is that for customer service representatives?

A And telemarketers as well.

Q And telemarketers. And Mr. Hamilton will be the one to ask about that?

A No, it's me.

Q Okay. Well, let me ask you without looking at this. How does Supra -- Does Supra use telemarketers?

A Yes.

Q Okay. Are they employees of Supra or outside companies?

A A mixture of the two, outside contractors and employees of Supra.

Q Okay. Your customer service representatives, are they paid by the -- are they paid wages, or are they paid per customer or per account that they get?

A No, they are paid wages.

Q Okay. Has that always been the case?

A That's always been the case.

Q Okay. Your telemarketers that are employed by Supra as employees of Supra, are they paid wages or by account or customer that they bring in?

A Both.

Q Okay. And that's been the way it's been since

you started operating in July?

A Yeah.

Q Okay. And the outside telemarketers, can I assume that they are paid by the customer or account that they bring in?

A Correct.

Q Okay. Number 5, is that what was paid BellSouth?

A Not just, not only paid BellSouth. Part of it was paid by BellSouth because some of the programs that, you know, we went for we paid but, you know, the hotel and traveling expenses.

Q Okay. Number 13, I don't know how I can ask this without getting into proprietary. I guess I'm interested in what -- I mean it's a lot, so I'm curious as to what goes into that. Maybe the best thing to do would be to ask for it as a late-filed, the last one on the list, that only I would see or something. I don't --

MS. SUMMERLIN: We could do a late-filed, I guess.

THE WITNESS: Okay.

MS. SUMMERLIN: Unless you have some general question you just --

MS. WHITE: Well, I'm just curious as to what has gone into that. I mean -- but again, I don't want to get into any --

MS. SUMMERLIN: Specifics.

MS. WHITE: -- you know, marketing information. Not marketing, but business plan information or anything like that.

MS. SUMMERLIN: I guess because we don't know -- I don't know exactly what the answer would be and I don't know exactly what you want on that, I think it will be safer if we do a late-filed.

MS. WHITE: Okay. Let's put it down as a Late-filed Number 7, which will be an explanation of number 13 in Supra's response to interrogatory number 4; however, I understand that that can be delicate; so after you talk to your client, you can call me and, you know --

MS. SUMMERLIN: I'll let you know whether we, how much we'll --

MS. WHITE: If it's that delicate, I may not want to get into it.

MS. SUMMERLIN: We'll give you whatever we can that's reasonable.

BY MS. WHITE:

Q All right. This is OAR-4, but I think it's different from the OAR-4 that I have in my testimony. Maybe that's because it's so -- Okay. Mine is just, you don't have to look at mine. It just has the proprietary

stuff whited out. OAR-4 is a Supra bill to an end customer, and can I ask you, under current charges, it says BellSouth, and then it's got under that monthly service charges other charges and credits and so forth. Why do you put BellSouth on your bill?

A Because the customers want to see clearly how much they get -- that the charges they get from BellSouth, to be able to compare to what they used to get before.

Q Okay. All right. So you put that on there so that you can then show the less 10% discount from Supra Telecom?

A Yeah.

Q Okay.

A And we are very, very responsible about that.

Q I'm looking at the answers to the interrogatories that BellSouth provided. I don't know if you have those with you, but this is in response to number 1. You state that Supra has applied for authority to operate as a CLEC and received approval in New York and New Jersey. Is Supra operating in New York and New Jersey?

A No, we are not operating yet, but we have the approvals.

Q Okay. Is Supra operating anywhere else in the country except for Florida?

A Just Florida for now.

Q Okay. All right. And in answer to number 3, you stated that you had five key employees, and I think by that you just meant the department section heads. John Reinke -- am I pronouncing that correct?

A Sure.

Q Vice president for engineering, he is still employed by Supra, is he not?

A Yes, he is.

Q Brad Hamilton, customer service department, and he is still employed. Victor Miriki, ordering and billing manager. Is he still with Supra?

A Yes, he is with Supra.

Q And Martin Bonacia, I think you mentioned him earlier, systems network engineer. He's still with Supra?

A Yes.

Q And David Nilson, vice president for interconnection. Is he still with Supra?

A Yes.

Q Now in answer to several of the interrogatories, and I can give you this to look at, but in answer to several of them it was stated that it's impossible to list each discriminatory and anti-competitive action by BellSouth against Supra in Florida, however, Supra has provided details regarding several such incidents in the testimony. Can I take that to mean that all the incidents

for which Supra has information or documentation are those mentioned in the testimony?

A No.

Q Okay. And why can't I take that? Why can't I read that into it? Well, maybe I'll -- Let me rephrase the question. It didn't make a lot of sense. Let me rephrase the question.

In your testimony, you've just given us examples; is that fair to say?

A Correct.

Q And that there are other incidents that you did not put in your testimony?

A Correct.

Q Or other examples?

A Correct.

Q Okay. You state, and this is in response to interrogatory number 13, that Supra estimates that 30% of Supra's customers continue to receive BellSouth bills after becoming Supra customers and that that estimate is based on Supra's customer service department's phone contacts with Supra's customers. Would that be -- If I have any questions about that, would it be better to ask those of --

A Mr. Hamilton.

Q Mr. Hamilton?

A Yeah.

Q Okay. Would you agree that when a customer switches from BellSouth to Supra that Supra -- I mean that BellSouth has to render that customer a final bill for their service with BellSouth?

A That what, that do I agree?

Q When a customer changes from BellSouth to Supra --

A Uh-huh.

Q -- would you agree that BellSouth will need to send that customer a final bill for whatever they may owe BellSouth?

A That is a very interesting question, and I think even that we may handle it in a different way. Since, you know, we are trying to encourage and develop competition in this environment, I think it may even make more sense for BellSouth to send the final bill of the customer to the new provider, to the ALEC.

Q And get the money that the customer owes from Supra rather than from the customer?

A See, this is going to be kind of like a partnership thing, you know. Let the ALEC collect the money for BellSouth and pay BellSouth that money.

Q Okay. So you don't believe that BellSouth should be able to send a final bill to a customer who moves from BellSouth to Supra?

A I think it's a heavy-duty thing. I think, you know, I think BellSouth should not be doing that.

Q Okay. But you agree that BellSouth should get the money that the customer owes it, don't you?

A Yeah, I agree. I agree. So what I think is that probably send the bill to the ALEC.

Q Okay. Now in response to another interrogatory, you state that BellSouth charges Supra an unauthorized switch fee for every customer who returns to BellSouth without any investigation. BellSouth simply came to its own conclusion that a switch was unauthorized if a customer stated that he or she was dissatisfied. I guess I'm confused. Are you saying that BellSouth should not listen to the customer when the customer says that I didn't authorize the switch?

A That would be very foolish of me to say that you should not listen to customers, okay?

Q All right.

A Because this industry's business is service.

Q So are you saying that BellSouth should investigate every time a customer says that?

A Sure.

Q And not switch the customer back until --

A No, no, no, no, not for you, you know, to switch a customer back. You can switch the customer back, all

right? But you have assumed automatically that Supra --

Q So I guess what you're saying is they shouldn't assess Supra the unauthorized change charge without investigation?

A Thank you.

Q Okay. Now in number 22, interrogatory number 22, you stated that you started using EDI in September of '97 and LENS in July of '97 -- it's interrogatory number 22 -- and TAFI in November of '97. I know you actually use LENS, but you said you only used EDI a couple of times?

A Yeah, about two times maybe.

Q And TAFI you do use?

A Yeah, we do use TAFI.

Q Okay. All right.

A But like I said, you know, one of the things I would like to see on TAFI change is the fact that, you know, we are incurring long distance charges on TAFI any time you use TAFI.

Q Okay. Is that the only problem you have with TAFI?

A That's one of -- That's the biggest problem that we have.

Q Okay. All right. I think I'm almost done. Does Supra advertise in the yellow pages?

A Not as far as I know.

Q Okay. Have you contacted BellSouth Advertising and Publishing Company --

A BAPCO.

Q -- yeah, about getting your name and address and customer listings in the directories?

A Ma'am, that's a very interesting question you've just asked me now. Sometime ago last year, last year, yeah, we contacted, I think in October or so. They refused.

Q BAPCO refused?

A Yes, BAPCO said -- as a matter of fact, we got agreements, you know, we just signed, you know, sent into BAPCO; and BAPCO refused and said that, you know, Supra is perceived to be having some problems with BellSouth's corporate and because of that they were not going to execute the agreement and they were not going to put us in the directory listing. But as of last week or so, yes, it was last week, they sent us a copy of the executed agreement last week, BAPCO; and now they've said that they are willing to include the names of our subscribers and the telephone numbers.

Q Okay. Are you familiar with the daily usage fee?

A Yes.

Q Okay. Does Supra receive the daily usage fee?

A We don't.

Q And why is that?
A Because we're not being given, we are not being provided.
Q Has Supra requested it?
A Yes, ma'am.
Q Okay. Are you aware that supplemental orders can be handled electronically via LENS?
A Yes, I am.
Q Now has Supra received the three-volume local exchange ordering guide?
A Yes.
Q Has Supra received the LENS user guide?
A Yes.
Q Has Supra received the TAFI user guide?
A Yes.
Q Has Supra received the edits used by LEO, LESOG, and SOCS?
A Can you come again on that question?
Q Has Supra received the edits used by LEO, LESOG and SOCS?
A Edits?
Q Edits, uh-huh.
A E-d-i-t-s?
Q Uh-huh.
A Used by, edits used by?

Q LEO, LESOG and SOCS.

A No.

Q Okay. Has Supra received the USOC manual from BellSouth?

A Yes.

Q Has Supra received the rejects requirements binder from BellSouth?

A No, and that's one of the things that we have also requested that they have not given us.

Q I'm sorry, one of --

A There are some other things that we have requested for that, you know, is in our interrogatories, you know.

Q Okay.

A Like FAAR, there is a document -- there is a program called FAAR.

Q F-A-R?

A R-R.

Q F-A-R-R?

MR. REINKE: F-A-A-R.

Q Oh, F-A-A-R, okay. What does that do?

MR. REINKE: But we said -- after BellSouth came to talk to us last week, they said we should refer to it as PLATS.

A PLATS.

Q Okay. P-L-A-T-S?

MR. REINKE: Right.

A Yes.

Q All right.

A PLATS gives you the cable layout, and we have also requested for LERG, L-E-R-G.

Q Oh, the LERG.

A The LERG. They have not given us that as well.

Q Okay. Anything else that you have requested that you haven't received?

A The fiber layout. Some of them are in the --

Q The dark fiber layout?

A Yes, some of them are in the --

Q All right. Do you have access to the BellSouth interconnection services Web site?

A Yes.

Q Okay. Can you tell me the number of LSRs that Supra has sent via LENS per month from July of '97 to date?

A I can't give you the answer off the cuff, but yes, I'll get it for you.

MS. WHITE: Okay. I would like to ask for that as a late-filed, which will be the number of LSRs per month from July '97 to March '98 sent via LENS and the number sent via EDI.

BY MS. WHITE:

Q Are you familiar with an R. J. Campbell?
A Yes.
Q Is he still vice president of marketing of Supra?
A He is no longer with us.
Q Okay. When did he leave the company?
MR. REINKE: First week of January.
A First week of January.
Q Okay. Do you know who produces the LERG, the L-E-R-G?
A BellCore.
Q BellCore?
A Yes.
MS. WHITE: I think that's all I have. Thank you. Thank you very much.
MS. SUMMERLIN: I just wanted to ask like one or so redirect.
MS. WHITE: Well, you want to wait until staff or --
MS. SUMMERLIN: Well, usually we do it after whoever did that.
MS. WHITE: That's fine. I don't care.
MS. SUMMERLIN: It's just one, probably one that I wanted to ask.
MS. WHITE: That's fine. I don't care.
MS. SUMMERLIN: I just want to clear up something

that you stated.

EXAMINATION

BY MS. SUMMERLIN:

Q Ms. White asked you if there were other examples of problems that Supra has experienced with BellSouth that were not included in the testimony; is that correct?

A Correct.

Q And you said that there are other examples?

A Yes.

Q Okay. Did Supra make an effort to give representative examples?

A Yes.

Q To BellSouth?

A Yes.

Q Are there neat little documentations of these other incidents available easily to give to BellSouth?

A Yes.

Q Wouldn't it be difficult for Supra to locate all of the information for every example of every situation that has occurred with BellSouth?

A That's correct.

Q It would be difficult to do that?

A It would be difficult, yes.

Q So Supra has made an effort to put representative examples in the testimony?

A Correct.

Q Okay. You said something about making a statement that perhaps BellSouth should send Supra the final bill for a BellSouth customer if a customer switched to Supra; is that correct?

A Correct.

Q Are you prepared at this point in time to make that recommendation, or were you simply saying that that might be something to be considered or thought about?

A Something to be considered or thought about.

MS. SUMMERLIN: Okay. That's all.

EXAMINATION

BY MS. KEATING:

Q Good morning, Mr. Ramos.

A Good morning.

Q It looks like I've got about 30 or 40 minutes worth, so we should get you out in a reasonable amount of time. Where I would like to begin is I would like to go back in your amended direct testimony, and I'm starting at page 17, and some of these areas I believe Ms. White has already covered a little bit, but staff is looking for a little bit different details than what Ms. White was looking for.

If you look in lines 12 through 15 of page 17, you state there that CLUB billing does not provide the

appropriate types of information needed by Supra to efficiently and timely bill its customers?

A Yes.

Q Could you explain a little more what type of information Supra does need in a CLUB bill so that it can bill its customers appropriately?

A Okay. In this business there are various classes and groups of customers. You have customers with just one line. You have customers with multiple lines. You have customers with multiple locations, and then you have customers with specialized services. Now the situation we have run into with CLUB billing where we are having -- the situation that we have run into with CLUB billing where we are having problems are with customers with multiple lines, multiple locations and specialized services. Now let's take a look at customers with multiple locations, okay? What this billing system does to us is that once a customer switches from BellSouth, let's say a customer has about 15 different locations, all right?

Q Uh-huh.

A Once that customer leaves BellSouth and comes to our network, BellSouth now disregards all those locations. Those locations no longer become existence. Everything now is moved to Supra. So what that does to us is that we don't have access to produce the same quality of bills that

a customer gets from BellSouth formerly, we don't have that access any more, except we now kind of like -- There is something, which is not even close to 60% perfect. It's a big -- it's a real problem.

Then the other thing that DAB does is DAB has encrypted the address. I don't know whether I have DAB on my laptop so I can really show you plainly what I mean by that.

Q Isn't there an exhibit that has the encrypted --

MS. SUMMERLIN: I think there is an exhibit already that shows that data. Is that what you're talking about?

THE WITNESS: Yes.

MS. SUMMERLIN: I think it has --

MS. KEATING: OAR-13, I believe.

MS. SUMMERLIN: It's probably referred to right here somewhere as OAR-13. Yeah, right here.

MS. KEATING: Okay.

MS. SUMMERLIN: They have that already.

A Yeah, that's it. If you want to get the addresses from DAB, this is what you get. There is a particular field in DAB in there that is supposed to give you those addresses, but it's been encrypted so that you don't have access to it. And if you don't have access to such information, right, what happens is that the billing

system becomes, you know, now tempered with human beings. You now have human beings now tempered with billing because you have to be inputting the addressing by hand, manually; that's where the problem comes in.

Q Well, how do you find out the addresses if what you get through DAB is encrypted? How do you find the addresses that you do write in by hand?

A From a database that we have had to recreate.

Q And what database is that?

A It's in-house. It's our database.

Q That you developed?

A That we developed.

Q Okay. So you don't have -- or do you have access to a customer's original billing address? I mean is your database that you developed something that simply decodes the DAB, the information that is produced by DAB, or is it something that allows you to get access to customers' billing information through another means?

A No, it's something that we have -- the database is something that we had to create in-house ourselves, so it's our own addressing, that we have developed the addresses based on our -- we have developed them on our own, inputted them manually, those addresses.

Q Okay. I guess what I'm looking for though is how did you get that information originally? Is it by decoding

the DAB address information, or did you find out the customer information, the address information by some other means?

A By some other means.

Q Okay. How do you get access to the customer address information?

A Some of them we have had to call the customers. A lot of them we have had to call the customers to get addresses from them.

Q Okay.

A And that's why we said --

Q Okay. So that is your only other source, is phone calls to customers?

A Yeah, phone calls to customers, and that is why we said that if they give us access to RSAG, the RSAG model that their own CSRs use because their CSRs use the RSAG, if they give us access to RSAG and CRIS, then that problem will be solved.

Q So why couldn't you get the customer address information from things like order forms when customers switch to Supra? Would that address information not be on there?

A The address information would not be on the order forms because when they switch -- at the point they switch, they will always tell you, the customers will always tell

you that they took their information about, you know, everything that they have is currently with BellSouth, which is the truth, right? But when you go to LENS to verify that, to check all that, yes, it's there. It would be there at that point in time, but once the customer switches from BellSouth to Supra, that address goes off LENS.

Q Okay. I think I get that part, but what I'm wondering is if that address information goes away, what I'm looking for is how you ultimately get the address information for your purposes, and I think you said that you called some customers?

A Yes. Yes.

Q And what you're saying, that's the only other way that you can get it? You don't get it through customer service records or order forms or by any other means?

A Now, since from about January of this year, the customer order forms, yes, you know, we get those details in there already built in. But the past, you know, which was critical to us, we didn't have such capabilities because we took for granted that we would get that from LENS.

Q When did you get the capability to get the address information through other means? When did you start being able --

A From January.

Q And just to make sure this is on the record, I think I just asked you when you obtained the capability to get the address information through other means?

A That is, you know, from the point when the customers, when you hear from the customers that they want to switch their service to Supra, you know, the service, the old service, from January of this year.

Q January of this year. Okay. Staying on this same page, and I'm looking down a little bit in lines 15 through 17, and we are still talking about DAB. You state that it's designed to give one bill with detail and various earnings numbers pertaining to one main earning number. Could you explain that statement?

A Okay. You see, what DAB has been designed to do before basically, like I said, it's for CLUB billing. CLUB billing is for, you know, large corporations, the large customers that want to have the capability of receiving all their bills, you know, to one location; and then all the other locations are billed to the main earning number, okay?

So what BellSouth has done now, they have deducted CLUB billing from it, the way they use it for the big customers. So what they have done is they have Q accounts for ALECs, okay? So with the Q accounts for

ALECs, they now post all the ALEC's customers into that Q account, those earning numbers that go to that Q account.

Q Could you explain that a little bit more? I mean what does it mean to be in a Q account?

A Okay, the Q account is like a control account for BellSouth. You know, like for instance the 305 area, we have a Q account number. For 561 we have a Q account. For every area code they give you a Q account number.

Now for all the subscribers that you have within 305, okay, BellSouth throws all those earning numbers -- like, let's say a customer is 305-443-1078 is a Supra customer, they bill it to that Q account. 305-443-3710, another Supra customer, they bill it to that Q account, okay?

So all the customers that you have within the 305 area code are billed into that Q account, just the earning numbers, just the numbers. So that particular tree (phonetics) that you are supposed to have that fall into the CLUB billing environment, you know, if you are billing for a large corporation, is lost.

Q Okay. I think I know what you're saying, but let me just make sure.

A Okay.

Q So what you're saying is if you have billing to a Q account you essentially just get like a usage amount, you

don't get specific billing information as to the customer?

A No, you get specific billing information by that earning number, for that particular telephone number. They give you that for the telephone number.

Q But not the customer information?

A Not the customer information.

Q Okay.

A And which this they have.

Q Well, maybe it would help if you explained a little bit more exactly what detail you do get from a DAB bill. I know you've said that the customer address information is encrypted, but what do you actually get out of it that you can use?

A Okay. What we get out of DAB, the following information, they give you the earning numbers.

MS. SUMMERLIN: Can we go off the record just a second?

(DISCUSSION OFF THE RECORD)

BY MS. KEATING:

Q Okay. Let's just go back to what we were talking about the Q accounts and how the information shows up there. Could you clarify for us how those numbers show up and how you know which customer that number relates to?

A Okay. Now what BellSouth does is they give us these earning numbers. Okay, now we have known how to

design a control mechanism in-house to tie an earning number to the customer's name, okay?

Q Uh-huh.

A All they give us here are numbers like, say 305-443-3710. We had to develop something in-house that would tie this number to names and addresses.

Q So what you're saying is that if a customer has multiple locations like you were discussing earlier --

A Yes. Yes.

Q -- that there is no way to tell that one specific number goes with that customer from the information that is provided to you by BellSouth?

A Correct.

Q You have to get that information through your own processes?

A That's correct.

Q Okay.

A And again, the other thing there is that -- you see, a lot of customers in the large corporations, they have specialized services. Like I said, something like that CENTREX, DID trunks, DID numbers and the rest of it, CENTREX services. The problem with these ones is that the magnitude of those numbers, even the operators of those corporations, don't even know all the numbers. So when we are now faced with a problem like that, everything sort of

like collapses.

Q Well, did Supra ever ask BellSouth to provide the information for the earning numbers a little more clearly?

A Yes, several times.

Q And what was BellSouth's response?

A We have had several discussions, several days, several weeks, several months and, you know, they have told us clearly that that is the best they can do for us, that is what they have given us.

Q They didn't provide a reason?

A No, but I guess in part of their rebuttal, maybe it's there. I don't know.

Q Okay. I'm going to turn over now to page 19 of your testimony. Okay. And looking in lines 8 through 21, you talk about ten report formats that Supra gets from BellSouth and only one of these contains the customer service address, and then you state that the service address is not always the correct billing address.

A Correct.

Q And that this information does not include a customer's name or city, state or zip code?

A Correct.

Q First, could you tell us how long Supra has been receiving these reports from BellSouth?

A Since September of last year.

Q September of 1997?

A Seven, yes.

Q Why don't you tell us a little bit about what information is contained in each of these ten reports.

A In each of these reports, you have information on monthly service charges, you get that one. You get information on order charges and credits. Then, you know, if you want to kind of like prepare some basic reports like customer usage data, you know, you get information about those ones. So the key major ones that you get really, that are useful, are the ones that gives you the monthly service charges reports and the order charges and credits.

Q Okay. I think you discussed earlier the format that you received nine out of the ten of these reports in. You stated that it was encrypted?

A No, ASCI, the nine out of the ten formats are in ASCI, all right? Now the formats, they allow you to -- you break down the information contained in DAB. You break it down to ASCI, and then from ASCI you can now be able to process it using another software, another program that you have developed. Now in the case of the billing addresses, it breaks that ASCI rule completely. It doesn't allow you to do it.

Q Okay. So the only information on these reports that is not in ASCI is the billing address information?

A Correct.

Q Okay. So otherwise Supra is able to use these reports?

A Yeah.

Q Okay.

A Yes.

Q And these reports that contain the encrypted address information, how long has Supra been receiving those? How long has that information been encrypted?

A Since the beginning, September, from the very beginning.

Q So does Supra generate its own bills?

A Yes, we do.

Q Okay. Well, let's turn over now to page 21, and I'm looking in lines 3 through 8. And you indicate there that Supra had contacted several companies in an effort to have software developed that would interface with BellSouth's billing software, and you indicate that you ran into some difficulties in those negotiations. Could you explain a little bit? Were those difficulties related to those particular companies' ability to develop software that would interface with BellSouth?

A Yeah, because they are proprietary. The BellSouth system -- See, the Perrine developed the software for BellSouth. Perrine is no longer in business.

Okay, so what happens is that the whole situation now becomes a proprietary situation. Nobody has the ability to prepare anything that can interface with that program. As of even right now that I'm speaking, it is not even on the market. So, you know, we had to kind of like customize a number of softwares to be able to get to where we are right now.

Q Could you give me some indication of how many companies Supra contacted regarding developing software?

A Maybe four to five companies because there aren't many of them available in this market. As a matter of fact, we just came back from Boston this morning or last night. It was because of billing that we went to Boston.

Q Has Supra asked BellSouth to provide it with technical specifications so that Supra could interface with BellSouth's billing systems?

A Yes, we have asked them.

Q And what was the response?

A They gave us what they wanted to give us.

Q Would you explain that a little bit more?

A What I mean by that is, you know, you know the DAB, if you are looking for documentation on DAB, I'm sure that it's going to be over six volumes of this book, okay? What BellSouth has given to us on DAB is something like this (indicates) together, so that's why we believe they

have given us what they want to give us because I know software very well, I know programs. You know, I'm not trying to make assumptions, you know, false assumption, but I know what documentation entails, so giving us this on DAB --

Q Just to be a little bit clearer for the record, could you indicate about the number of pages of the information that was provided to you?

A On DAB, maybe 40 to -- maybe between 40 and 50 pages, even if up to that. And the other thing that, you know, we have always, always also emphasized on this billing issue is the fact that if you look at most of the other areas, you know, BellSouth has kind of like provided some formal training, you know, on the other areas like select basic, products and services and so on, and some others, UNEs, you know; but the particular aspect where it has to do with you being able to fulfill your obligations to BellSouth, no training, no training on billing. You see what I'm saying? It's a big issue.

Q Okay. Well, along those same lines, you indicated on page 21 that BellSouth support personnel haven't been able to answer your billing questions. What support group within BellSouth are you referring Supra's billing questions to?

A Normally when you have problems you contact your

account team. The account team will put you in touch with the people responsible for that, okay? So for instance, we contacted the account team, Wayne Carnes. Wayne Carnes put us with J. C. Bledsoe, J. C. Bledsoe, Ron Owen (phonetics) and the rest of them; and, you know, after they have taken you through to whatever they want to give to you, that they feel that, you know, should be given to you or whatever, they stop right at that. The rest is, hey, no more. We can't answer that question. You know, we don't have the information. We don't have this, we don't have that.

Q Well, why do you think that these BellSouth employees can't answer your questions?

A Well, I think they have their instructions. They have instructions on how far they can go, that is my belief.

Q So what you're saying is that you think these employees know the answer but are instructed not to tell you?

A I'm not saying that. What I'm saying is this, if I give you a solution, I give you a diskette or maybe something, you know, and let's say I have been battling with this since like September, October of last year, up to this very moment. This is April. This is April '98. How many months after? That particular question on the encryption cannot still be answered? You know, when you

are talking about some things like this, a month or two months, fine, you know, you can get over that and say, okay, yes. But when somebody constantly asks you a question, give me an answer to this question, I want a solution to this problem, two months have he elapsed, three months have elapsed. Even if you don't know the answer yourself, you are supposed to go and ask the people that do this, you know, but no answer, nothing; so we have kind of like hit a wall on that.

Q Let's turn over now to page 22, and in lines 6 through 9 you state that BellSouth customer service reps told Supra customers that they did not have to pay their bills to Supra if they disputed the amounts of their bills. Do you have any documentation such as customer affidavits that supports this allegation?

A I think we do.

MS. SUMMERLIN: Let's go off.

(DISCUSSION OFF THE RECORD)

MS. KEATING: Well, how about if you have any of this, any further information, just have Mr. Hamilton prepared.

MS. SUMMERLIN: Yeah, okay.

MS. KEATING: And we won't ask for it as a late filed.

MS. SUMMERLIN: Okay.

BY MS. KEATING:

Q Okay. If a Supra customer disputes all or a part of its bill, does Supra require the customer to pay the entire amount of the bill even if the bill or a portion of it is in dispute?

A We have a dispute resolution, you know, procedure in place. We have a dispute resolution in place. If a customer calls in and says, you know, that they're having problems with their bills, that they dispute it, we take the general information. If the CSR cannot resolve the problem with the customer on the phone, we tell the customer we'll call the customer back.

We will do the following: We will trace the bill back to BellSouth. Because what does Supra simply do? We are resellers, and what we do is we take whatever BellSouth gives to us, put the bills back to a hundred percent. For business customers they give us 16.81% discount. We add that back to the bill, take it up to a hundred percent, give the customer 10% discount on that hundred percent, okay?

So if the customer now says, you know, they have a dispute with the bill and the rest of it, okay? Whichever one you don't have a dispute with, you pay. The balance that you are having a dispute with, because we know it's from BellSouth, we will contact BellSouth and tell

BellSouth we are having problem, we are having a dispute with this particular earning number and take care of it.

Q Okay. Let's turn over now to page 23, and in lines 8 through 9 you state that Supra should be given immediate access to CRIS and RSAG. Exactly what do you mean by access to CRIS and RSAG?

A Ma'am, see, we have kind of like asked BellSouth several times how does their CSRs process their own orders. Because when you are talking about parity, right, it must begin from that particular process. It must start from home, you know? Here we have Supra would receive customers' orders. We're asked to fax them to BellSouth. We wait for a firm order confirmation. After that, you know, then we wait for the provisioning date and the rest of it.

Meanwhile, BellSouth's CSRs, they have access to this, you know, interfaces which we don't have access to and some other, you know, electronic devices that, you know, they can just use to input the orders straight into the system, which is a CRIS. So what we are saying is this, pending the resolution of these billing problems, billing disputes, we should have access to such interfaces so that when you are talking about parity you know what kind of parity you are talking about. You see what I'm saying? BellSouth employees are not using what we are

using. So if you are talking about parity, let us -- take away what we are using from us, we don't want that. Give us what you guys are using, and then we know we have parity at that point in time.

Q But does Supra have access to CRIS and RSAG through LENS and EDI?

A I don't believe so.

Q Well, did Supra and BellSouth agree to use the CLUB billing format in any of their agreements?

A No.

Q No?

A No.

Q Was there a particular billing format that Supra and BellSouth did agree?

A No, we did not agree to any billing format.

Q All right. Then turning over to page 24, on this page you indicate that BellSouth told Supra that it no longer used the forms that Supra had faxed to BellSouth on October 20th?

A Yes.

Q To request telephone number reservations?

A Yes.

Q And you then indicated that Ms. Gentry informed Supra that it could only make a reservation of six telephone numbers on LENS per each local service request?

A That's correct.

Q Now was that October 20th local service request submitted to BellSouth by fax, or was it submitted through LENS?

A By fax.

Q Okay. Well, did BellSouth refuse to process the order because Supra was using the wrong forms?

A No.

Q No? Did BellSouth indicate why it was refusing to process that order?

A What eventually was said was that ALECs were not allowed to resolve these kind of numbers and, you know, we should just not do it. It just, it happened to us a lot. You know, everybody has some other complaints to complain about this issue.

Q But did they give you a particular reason, I mean if it wasn't because you were using the wrong forms?

A They just said that, you know, we are not allowed to do it, that's all.

Q To fax?

A No, not to fax, not to fax. As a matter of fact, BellSouth told us when we faxed the papers, the requests, that everything was okay, that they were going to give us the lines, they were going to assign the lines to us, you see.

Q Okay.

A But eventually they came back that, oh, no, we are not going to give you those lines, you know, we are not going to do this and asking us to go to LENS to make this addition. I will tell you the disadvantage of that. The disadvantage of that is that unless -- we don't have the parity. It is BellSouth service reps that have parity. If, for instance, you are given -- you take a number from LENS and give it to your own customer, all right, and BellSouth CSRs allocate that same number to another person, they get it, you don't get it.

Q So what you're saying is that the problem wasn't with the way you submitted the order --

A It wasn't.

Q -- or the order form itself, it was in what you ordered?

A No.

Q No?

A It was in the fact that BellSouth said categorically that they were not going to give us those numbers. They said it, that they were not going to give us those numbers.

Q Was it because of the number of numbers that you requested?

A I don't think so because, you know, the requests

were made, were perfectly legit.

Q Okay. What is Supra's current understanding of the number of telephone numbers per each local service request that it can request from BellSouth?

A You see, LSR is different from this situation we are talking about.

Q Okay.

A This is, you know, for the local exchange ordering guide, LESOG. They have this process in there, okay, that as a CLEC you can fill out this particular form. When you fill out the form, you fax it to them. They give you the fax number there. You should send the fax to there.

Now what those numbers allow you to do is once you get those numbers then those numbers have been earmarked to you. They cannot be touched by anybody, you know, any BellSouth CSR, so it's different from an LSR situation. So this ones -- you have the numbers in-house and you can keep them for a period of 90 days, I think. Either 90 or a hundred days you can keep those numbers, okay? So if you don't utilize those numbers between 90 and a hundred days, those numbers go back to the system and you have to reorder those numbers. You have to reorder new numbers. So that's exactly what this system is about, this application is about.

Q Okay. Let's move on now to page 29, and in lines 23 through 25 you state there that BellSouth has refused to provide acceptable electronic interfaces for Supra to access BellSouth's OSS. Okay. For each electronic interface that is available to Supra, could you explain what capabilities BellSouth has refused to provide to Supra that would give Supra acceptable access?

A The core of this whole issue is the fact that we are still being requested, required to fax orders to BellSouth. We are being told several times that, you know, oh, we don't even check LENS. When last did you check LENS? Brad will confirm that to you.

We have been told several times that we don't know how to use EDI; that they, BellSouth, don't know how to use EDI. Brad will also confirm that to you, okay? So you see, the manual processing takes a lot of toll and human error because if you design a program just the way BellSouth does their own, they have fields on the computer. The CSR was merely, you know, were merely filling those fields, populate those fields with administrative information and then send it off electronically; but in our situation we have to do this manually and then send it off, you know, by fax. You know, we have to fill out, you know, the LSR and so on. So it's just not that -- it's just not easy because there is too

much human intervention in what they are making us do at this point in time.

Q So are you saying that every order you submit you have to submit by fax?

A Almost.

Q Almost everything?

A Almost everything.

Q Well, on that same page you also state that BellSouth refuses to use the electronic interface that Supra had purchased.

A Yes.

Q Which BellSouth interface was Supra's equipment purchased to interface with?

A Like the -- like, for instance on LENS, for instance through the EDI, those are the kind of things we are talking about.

Q Okay. And who did Supra purchase that equipment from?

A A couple of vendors.

Q Do you happen to have the names, or is that --

MS. SUMMERLIN: I don't think -- We can provide that.

THE WITNESS: We can provide it.

MS. SUMMERLIN: If you want it as a late-filed, we'll do that.

MS. KEATING: That can just be titled --

MS. SUMMERLIN: You'll be Late-filed Exhibit Number 1 for staff anyway.

MS. KEATING: Let's see, names of electronic interface vendors.

MS. SUMMERLIN: Okay.

BY MS. KEATING:

Q And did BellSouth give Supra a reason for refusing to use Supra's electronic interface equipment?

A No reason.

Q No reason?

A No reason.

Q And turning over to page 30 you stated that BellSouth systems are practically impossible to interface with. Would you go into a little more detail on that, why it's practically impossible?

A Because, first of all, the key thing here apart from, you know, the equipment, the key thing here is the human beings, the employees that would use them are also very, very important. The employees, the human beings that are going to make use of this equipment are very important. These guys have told us several times, times without number, that they don't check the systems, that we don't check LENS, we don't check EDI.

Q So you view personnel as the primary problem?

A Yes. Yes, primary problem.

Q Well, has Supra asked BellSouth to provide it with the technical specifications of BellSouth's interfaces so that Supra could build its own OSS systems on its side of the electronic interface?

A Yes, we have asked them. They have given us the ones they can give us. Like the EDI, they give us manual on EDI. They give us manual on LENS and TAFI.

Q And when did Supra request that information?

A Last year. Last year.

Q And does Supra intend to build its own OSS systems?

A We are already working on that. We are already working on that. Because even the customer thinks that, you know, that we believe that you should share with us. You know, they are not giving us those things. I mean, you know, what the CSRs use to talk to customers, you know, it's part of, you know, encouraging competition in this environment. That's the way I perceive it. Because if you look at the aviation industry, the airline industry, if you look at that particular industry, you realize, you know, the extent of information sharing that is applicable in the airline. For instance, if you go to Delta today and you want to buy an American Airline ticket, they will sell you American Airline. They will put you on the other airlines.

They will tell you how much it is from New York to Miami on American, on Delta or Continental, whatever you want to know, and you can make up your mind on which airline you want to buy from.

So it's kind of like a total system in that environment, and in this place, in this telecommunications environment, the Bell operating companies, they have the ability to do that and how. They have been the custodian of every standard, every single standard in this local environment for the past hundred years. So for them to achieve this level of standard I'm talking about is easy, it's peanuts.

Q Well, you said that you are working on building your own OSS systems based on the information that BellSouth provided you on EDI, TAFI and LENS. Do you think that the information that they provided you is going to be sufficient for you to complete?

A It's not.

Q It's not?

A It's not sufficient. We still need more manuals from them. We have requested from them on our interrogatories and documents, we have requested from them a lot of this information, which they have not provided us yet.

Q Can you give us some indication of what you're

lacking?

A See, the database documentation and the API documentation are very important to us in this environment. If they can give us those API and the database documentation, yeah, we shouldn't have a problem.

Q Okay. Let's turn over now to page 31 and in lines 3 through 5, you indicate --

A I'm sorry, what line?

Q Three through 5, at the top of the page.

A Okay.

Q You state there that Supra waits until the mandatory time to turn up service has passed before you contact BellSouth on the status of an order. First, does Supra require BellSouth to provide it with firm order confirmation?

A According to BellSouth, BellSouth, you know, has to give us firm order confirmation within 48 hours; but if you call them within that period and you request, you requested for that firm order confirmation, Brad will tell you that you get some funny answers.

Q What do you mean by funny?

A Like, you know, when did you fax the order? Is it 48 hours yet? You know, don't bother me. We are so busy here, you know, those kind of things.

Q Well, how long does BellSouth have to return FOCs

to Supra?

A That is a confusing aspect that we need to clarify because, per the interconnection agreement, they are supposed to provision those services within two business days.

Q Two?

A And the firm order confirmation takes two business days. 48 hours is two business days.

Q Okay. Well, does BellSouth provide FOCs to Supra within that time period?

A Not even in all the cases, but what I'm even saying is this, the interconnection agreement provides that they are supposed to provision our services within two business days; but in reality, they are, first of all, to give us firm order confirmation within two business days and then also now give us a date for which they are going to provide the service, provision the service, see what I'm saying?

Q Okay. So just to be clear, make sure I understand, you're saying that pursuant to your agreement they are not only supposed to provide firm order confirmation within two days, they are supposed to have service ready to be turned up within two days?

A Correct, because at that point, at that point -- you are talking about parity, because parity, when the

customer calls in, within 48 hours they provide their own services as well. So when you are talking about parity, then you should be within that situation.

Q So is that two-day requirement for all services?

A It depends on the nature of the services, but generally for business lines and residential lines that are less than six or five lines, they are supposed to do it within -- one to two lines they are supposed to do it within two business days.

Q Okay. Turning over to page 32 of your testimony. Okay. I'm looking on page 32 in lines 6 through 18, and you state there that BellSouth has generated three reports entitled PIC, Adds/Disconnects report. You then state that these reports were not designed to provide Supra with the daily activity information that it needs. Would you explain a little bit more about what daily activity information Supra does need from BellSouth?

A Thank you, ma'am. You know, like when Ms. White here, you know, interviewed me, she asked whether we are getting this daily usage report file from BellSouth. It's part of the agreement; they are supposed to be giving us that. They are not giving us that, and we have requested files.

Q So you are not getting it at all?

A At all.

Q Okay.

A Then -- Sorry.

Q Go ahead.

A Okay. Then this particular report, this one, the PIC, Adds/Disconnects, we get this one, we get this report once a month.

Q But those reports don't contain the daily activity information that you need?

A They don't. They don't.

Q Why is it that Supra needs the daily activity information?

A To help you monitor your customers, to see what they are doing. It's very, very useful, very, very useful information.

Q Okay. Turning over then to page 33. In lines 2 through 16 you state there that Supra has compared these reports generated by BellSouth to both LENS and Supra's internal customer documents.

A Right.

Q Is there documentation of that analysis?

A I think so. I think we have one. We'll provide it.

MS. KEATING: We would like that as another late-filed exhibit then.

MS. SUMMERLIN: Okay.

MS. KEATING: And I guess by your numbering that was staff's late-filed two?

MS. SUMMERLIN: Right, number 2.

MS. KEATING: And you can just title that analysis of reports, I think that will be good enough.

BY MS. KEATING:

Q Okay. Going on on line 16 of this same page, you state that LENS itself is often wrong.

A Uh-huh.

Q Could you explain that statement?

A Because of the updating, updates, the daily updates that they are supposed to have on LENS, they don't usually, you know, provide that. And again, also, for instance, like I told you earlier, if I go into LENS and I reserve a telephone number for a customer, okay, I will get a reject the following day that that customer -- that number has been used.

Q Okay.

A You see that particular number is sufficient -- database is supposed to be part of LENS, right? All right, if the number were available which LENS confirm to me that that number was available, I pick the number up. But after 24 or 48 hours, I get a reply that that number I picked up wasn't available, that it has been used for another

subscriber that, you know, they are going to send a letter back to me for that particular -- for my subscriber. So information on LENS, you know, is not entirely adequate.

Q So how does that impact Supra?

A Oh, a lot. A lot. Because that is where these days we have stopped giving out numbers to customers. We tell them that, you know, tell them if you call BellSouth, BellSouth will give you a number right now. Why can't you give us -- Because if we give out the number and the number turns out not to be the right one, we get embarrassed.

Q Okay. Looking at the bottom of this page and over on to the top of the next page, you state that BellSouth has recently begun sending Supra a letter to inform the company that a customer has switched back to BellSouth; however, you state then that it takes three weeks for Supra to receive the letter which causes Supra some billing problems. Do you know why it takes BellSouth three weeks to notify Supra that a customer has switched back?

A I don't know. I don't know.

Q Have you asked?

A Yes, we have asked. We are just told that it's internal procedure. Because if you look at this situation, you know, when Supra sends, you know, orders to BellSouth,

you know, to switch a customer, right, even before the order has walked at all, BellSouth has a chance of sending retention letters to those customers. We don't get that document, so where is the parity in that?

Then also, you know, when they get that information, they prepare what they call the final bill to the customer, right? We don't get that sort of information, so where is the parity? So everything that we are just looking for is something -- you know, are things that will assure this word, the sincerity, the sincere commitment to that parity.

Q Well, how fast do you think Supra needs to find out that a customer has switched back?

A I think the same way, the same length of time that they get to know that the customer is coming back to BellSouth, I think the same way that we should know.

Q Do you have any idea of how long that would be?

A Before the order has walked. Before the customer's conversion is done. Before the conversion of a customer from Supra to BellSouth, I think that is the time we should get that information too.

Q Okay. Well, how do you think that BellSouth should notify Supra?

A The same procedure that they notified their in-house people, the business people that they are

switching the customer, that is the same procedure they need to notify us.

Q How do they notify their in-house people?

A I don't know. You know, I can't really answer that question, you know, but I guess they have a procedure. I don't know that procedure. We have asked them for the procedures. It's part of the interrogatories.

Q Well, would you consider, and this is just an example, same-day notification by fax or by phone call to be adequate?

A Sure, phone call, fax would be adequate, to tell us that, hey, this customer is going to leave you so that we can take steps to prepare the final bill and things like that.

Q Okay. And is the main reason that you think it's important that Supra finds out sooner because you want to send out a retention letter, or is it because it creates the billing problem? I'm getting a little confused as to which you think is more important.

A It's because of parity.

Q Could you perhaps be a little more specific? I think perhaps Ms. White has a point. Looking over on page 35, lines 8 through 10, you state that Supra customers dial 611 for repair service and are connected to BellSouth's repair center?

A Yes.

Q Does Supra have its own repair center number?

A We have a 24-hour service, so what is supposed to happen is that once the customers call they are supposed to call -- they are supposed to be in contact with us, not with BellSouth, right? But what is happening right now is that when the customer calls, that number goes to BellSouth directly for all our subscribers, and you know what happens after that, you know, a lot of things happen.

Q Like? Is it -- well, let me back up. Let me ask it this way.

When they call the 611 and they are forwarded to BellSouth, what you would rather have happen is that they be forwarded to Supra representatives?

A Yes.

Q So Supra does have repair center representatives?

A Yes.

Q Okay.

A But the point is, ma'am, ma'am, all the repairs for telephone lines, you know, because we are in the resale mode, BellSouth -- when we have a customer problem, BellSouth is supposed to go out there, send their people out there to go and fix the problem; so the customer is supposed to contact us and then we will contact BellSouth.

Q Okay. I'm sorry?

A The customer is supposed to contact us, we'll contact BellSouth, and BellSouth goes out to fix our problem. That is the repair procedure, not that the customer contacts BellSouth and then, you know, we get to know afterwards.

Q Under any of your agreements with BellSouth, is BellSouth required to route Supra's customers to Supra's repair line?

A Yes.

Q Even if they call 611?

A No. I cannot answer that question categorically, but we have requested for the special routing, right, and you know, we have not gotten any reply on that up to date.

Q Then what number should -- is there a specific number that Supra's customers should be calling when they have a repair problem?

A It's perfectly okay to call 611, but the 611, when it comes to Supra customers -- when it's Supra customers, there is a mode that BellSouth is supposed to release in such a way that that number goes to Supra, that call goes to Supra. It can be done.

Q So what you're saying is that if Supra received selective call routing of 611 calls from its customers, you think this problem would be resolved?

A Yes.

Q Okay. And you also state there that BellSouth repair center reps inform Supra customers who dial 611 that they do not know how to connect them to Supra's repair center?

A Correct.

Q And you say that they suggest that they switch back to BellSouth?

A Correct.

Q And that BellSouth could have a technician out there to their location in a couple of hours?

A Correct.

Q Does Supra have any customer affidavits or any other documentation?

A I think we do on that.

MS. SUMMERLIN: We have the same type of support that we have got on the other thing, that exhibit that we have got attached to Brad Hamilton's testimony, the names of customers on it.

MS. KEATING: There is no additional documentation beyond name, just a list of names?

THE WITNESS: I think we do, Suzanne, I think we do.

MS. SUMMERLIN: Well, we may be able to find something, but we don't have anything right now, but we can --

MS. KEATING: But you think that you can?

THE WITNESS: Yeah.

MS. SUMMERLIN: If we can get something, we'll produce it.

MS. KEATING: Okay. We would like to ask for that then as Staff's Late-filed Exhibit 3, which is documentation regarding customer calls to BellSouth.

MS. SUMMERLIN: Repair calls?

MS. KEATING: Yeah.

BY MS. KEATING:

Q Okay. In your exhibit OAR-9, this exhibit shows the intervals for provisioning service by BellSouth for Supra's customers.

A Yeah.

Q Do you have any additional documentation regarding actual completion intervals?

A Yes, we do.

Q Beyond that which is in the actual completion interval column?

A Yes, we do.

Q You have additional --

A Yes.

MS. KEATING: Okay. We'd also like to ask for that then.

THE WITNESS: Okay, sure.

MS. KEATING: As Late-filed Exhibit 4, and that can just be titled documentation of actual completion interval.

MS. KEATING: Thank you, Mr. Ramos. I believe that's all staff has.

THE WITNESS: Okay. Thank you very much.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

* • • *

ERRATA SHEET

DOCKET NUMBER 980119-TP
OLUKAYODE A. RAMOS
APRIL 16, 1998

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that OLUKAYODE A. RAMOS personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 17th day of April, 1998.

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF DEPONENT

This is to certify that I, OLUKAYODE A. RAMOS, have read the foregoing transcription of my testimony, Page 1 through 123, given on April 16, 1998 in Docket Number 980119-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____

OLUKAYODE A. RAMOS

Sworn to and subscribed before me this
_____ day of _____, 19_____

_____
NOTARY PUBLIC
State of _____
My Commission Expires:

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of OLUKAYODE A. RAMOS; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 17th day April, 1998.

NANCY S. METZKE, RPR, CCR

EXHIBIT NO. 4

DOCKET NO.: 980119-TP

WITNESS: O.A. RAMOS

PARTY: SUPRA

DESCRIPTION:

Late Filed Deposition Exhibits 1-11

PROFFERING PARTY: BELLSOUTH

I.D.# OAR-17

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 4
COMPANY/ WITNESS: BellSouth
DATE: 4-30-98

SUZANNE FANNON SUMMERLIN
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1311-B Paul Russell Road, Suite 201
Tallahassee, Florida 32301

TELEPHONE (850) 656-2288
TELECOPIER (850) 656-5589

April 29, 1998

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RE: Docket No. 980119-TP - Complaint of Supra Telecommunications & Information Systems, Inc., Against BellSouth Telecommunications, Inc.

Dear Ms. Bayo:

Enclosed are Late Filed Deposition Exhibits OAR-1, OAR-2, OAR-3, OAR-4, OAR-5, OAR-6, OAR-7, OAR-8, OAR-9, OAR-10, OAR-11, and OAR-12 for O. A. Ramos and BH-1, BH-2, and BH-3 for Bradford Hamilton for filing in the above-referenced docket.

Sincerely,

Suzanne F. Summerlin

SFS:ss
Enclosures

1

REQUESTED INFORMATION

EXISTING CUSTOMER BASE FROM SEPTEMBER 1997 – MARCH 1998

- **SEPTEMBER 1997:** 305 AREA CODE – 1087
  407 AREA CODE – 1
  954 AREA CODE – 14
  TOTAL = 1102

- **OCTOBER 1997:** 305 AREA CODE – 3030
  407 AREA CODE – 1
  561 AREA CODE – 1
  954 AREA CODE – 21
  TOTAL = 3053

- **NOVEMBER 1997:** 305 AREA CODE – 2551
  407 AREA CODE – 1
  561 AREA CODE – 3
  954 AREA CODE – 20
  904 AREA CODE - 1
  TOTAL = 2576

- **DECEMBER 1997:** 305 AREA CODE - 1640
  561 AREA CODE - 4
  904 AREA CODE - 2
  954 AREA CODE – 7 TOTAL =1653

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-1)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

TOTAL NUMBER OF EMPLOYEES WITH DEPARTMENTS

- **Marketing Department** — **3 employees**
- **Customer Service Department** — **5 employees**
- **Engineering Department** — **5 employees**
- **MIS Department** — **4 employees**
- **Administration Department** — **7 employees**
- **Research and Development Department** — **9 employees**

WE HAVE A TOTAL NUMBER OF 33 EMPLOYEES

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-2)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

LOST MANUAL ORDERS

Most faxed orders that have been lost due to manual processing of orders were not kept on record. An example of this situation that was brought to the attention of Supra's Account Manager occurred in November 1997. See attached document for prove.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-3)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

STIS

ıpra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078

P.O. Box 1441221
Coral Gables, FL 33134-4122

WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

November 13, 1997

Wayne Carnes
Regional Account Manager

Dear Wayne:

On October 31, I faxed the ASR's for DS1 and DS3 to Tony Anselmo. On November 4, John Reinke called and spoke to Sidney Laterrade but he couldn't locate the forms sent on October 31 and asked John to resend them and that he would get back to us on the 5th. Today on the 13th, I called and spoke with Sidney, who again couldn't locate the forms sent on the 4th. He apologized and asked us to fax them again, which I did.

Given this track record, we would appreciate any assistance or help you could provide to speed up this process.

Sincerely,

Philippos Chari
Engineer

cc: O. A. Ramos

Enclosure

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-3)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

5

LATE FILED DEPOSITION EXHIBIT OAR-4

The $300,000 is an estimated figure. Supra needs to be able to obtain the number of lines per customer and the daily usage file from BellSouth to compute the exact figure. The daily usage file will provide us the information that we need on the customers to be able to compute the exact figure. BellSouth has not provided Supra the daily usage file.

BACKUP FOR THREE HUNDRED THOUSAND DOLLARS

September 1997	305 Business Customer	754
	Residential Customers	334
	407 Business Customers	1
	561 Business Customers	1
	904 Business Customers	1
	954 Business Customers	12
	Residential Customers	2
October 1997	305 Business Customers	1667
	Residential Customers	1364
	407 B	1
	561 B	2
	904 B	1
	954 B	18
	R	3
November	305 B	1374
	R	1178
	561 B	4
	904 R	1
	954 B	17
	R	3

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-4)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

LATE FILED DEPOSITION EXHIBIT OAR-6

PLEASE REFER TO RESPONSE TO LATE FILED DEPOSITION EXHIBIT OAR-1.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-6)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

LATE FILED DEPOSITION EXHIBIT OAR-7

EXPLANATION OF NUMBER 13 IN SUPRA'S RESPONSE TO BELLSOUTH'S INTERROGATORY NO. 4:

1. RESEARCH LABORATORY FOR LOOP ANALYSIS
2. RESEARCH LABORATORY FOR EQUIPMENT EVALUATION
3. LIMITED FIELD TRIALS
4. COST STUDIES
5. RESEARCH TRIPS TO EQUIPMENT VENDORS
6. PURCHASE OF STANDARDS AND TECHNICAL DOCUMENTS.
7. TECHNICAL LIBRARY

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-7)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

NUMBERS OF LOCAL SERVICE REQUEST PLACED FROM NOVEMBER 1997 TO MARCH 1998

- Fax - 310
- LENS - 49
- EDI - 8

LSR between July 1997 and early part of November. 1997 was lost due to system break down.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-8)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

ELECTRONIC INTERFACE VENDORS CONTACTED

- **Daleen**
- **Saville**
- **Kenan**
- **IBM**
- **SDS -- Software Design and Support**
- **LTC -- Lesser Triff Consulting**

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-9)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

LATE FILED DEPOSITION EXHIBIT OAR-10

THE BELLSOUTH ACRONYMS USED IN MR. RAMOS' ANALYSIS ARE:

"EC" - ELECTRONIC COMMUNICATIONS

"IC" - INTEREXCHANGE CARRIER

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-10)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

LATE FILED DEPOSITION EXHIBIT OAR-11

THE EXHIBITS TO MR. HAMILTON'S TESTIMONY AND OAR-14 OF MR. RAMOS' AMENDED DIRECT TESTIMONY ARE THE DOCUMENTATION SUPRA HAS REGARDING CUSTOMER CALLS TO BELLSOUTH.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-11)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

LATE FILED DEPOSITION EXHIBIT OAR-12

SUPRA HAS PROVIDED CONFIDENTIAL DOCUMENTS TO BELLSOUTH BY HAND DELIVERY ON APRIL 29, 1998. THESE DOCUMENTS CONTAIN CUSTOMER SPECIFIC INFORMATION THAT MUST BE KEPT CONFIDENTIAL.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (OAR-12)
(Deposition O.A. Ramos April 16, 1998)
April 29, 1998

EXHIBIT NO. 5

DOCKET NO.: 980119-TP

WITNESS:

PARTY: SUPRA

DESCRIPTION:

Supra's Responses to BellSouth's First Set of Interrogatories, dated March 31, 1998

PROFFERING PARTY: BELLSOUTH

I.D. # OAR 16

Some responses to this discovery request are proprietary and are on file with the Clerk's office.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 5
COMPANY/ WITNESS: BellSouth
DATE: 4-30-98

OFFICE COPY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.) Docket No. 980119-TP

) Dated: March 31, 1998

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.'S RESPONSES TO BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST SET OF INTERROGATORIES

Supra Telecommunications & Information Systems, Inc. ("Supra") by and through its undersigned attorney, hereby files its responses to BellSouth Telecommunications, Inc.'s First Set of Interrogatories:

1. Identify each state in which Supra is certificated as an ALEC or CLEC, the date upon which Supra was certificated in each state listed, and the certificate number for each state.

Answer: Supra was certificated in the State of Florida as an ALEC, Certificate No. 4861, in Docket No. 970207-TX and as a long distance provider, Certificate No. 4862, in Docket No. 970208-TI.

Supra (and BellSouth) have received approval of the Interconnection Agreement they have entered into in Georgia, Alabama, Kentucky, Tennessee, North Carolina, South Carolina, Louisiana and Mississippi, but as Supra has not yet begun operations in those states, Supra has not yet applied for and received certificates in those states. Supra inadvertently indicated in its Complaint that it had received such certification, but the intention was to indicate that it had received approval of the Interconnection Agreement in those states.

RECEIVED
MAR 31 1998
VIA FAX - REG. RELATIONS
TALLAHASSEE, FL

EQ REGULATORY-ATLA
MIAMI LEGAL
ATL
FAX ✓ FED X ✓

HAND DELIVERY
DATE 3-31-98
TIME 4:51pm

Supra has applied for authority to operate as a CLEC and received approval in New York and New Jersey. Supra has pending applications for authority to operate as a CLEC in Georgia, Texas, California, Maine, and Washington, D.C.

2. Identify the technical experience of Supra's principal(s) and officers and the names and addresses of Supra's principals and officers.

Answer: Supra Telecommunications & Information Systems, Inc., has one principal and officer, Olukayode A. Ramos. Mr. Ramos' general business experience is discussed in his testimony filed in this proceeding. Mr. Ramos' address is Supra Telecommunications & Information Systems, Inc., 2620 S.W. 27th Avenue, Miami, Florida 33133.

3. Identify the number of Supra's employees in Florida, as well as their names and addresses.

Answer: Supra Telecommunications & Information Systems, Inc., has fifteen employees in Florida. The names and addresses of the five key employees are as follows:

John Reinke, Vice President for Engineering

Brad Hamilton, Manager, Customer Service Department

Victor Miriki, Ordering and Billing Manager

Martin Bonacia, Systems Network Engineer

David Nilson, Vice President for Interconnection

All of Supra's employees are located at Supra's offices at 2620 S.W. 27th Avenue, Miami, Florida 33133.

4. Identify the financial investments made by Supra in Florida to provide local telecommunications services.

Answer: Supra will provide a proprietary and confidential document giving its investment in Florida once BellSouth signs the Protective Agreement being negotiated at this time.

5. Identify each discriminatory and anticompetitive action by BellSouth against Supra in Florida, including the date such action was taken, the identity of the BellSouth employee taking such action, and the nature of such action.

Answer: It is impossible to list each discriminatory and anticompetitive action by BellSouth against Supra in Florida because such actions have been so numerous and because Supra has not been able to keep records for every incident that has occurred, however, Supra has provided details regarding several such incidents in the testimony it has filed in this proceeding.

6. Identify each customer contact discussed in Section (a)(1) through (a)(5) on pages 4-5 of Supra's Complaint in Florida, including the name of the BellSouth employee involved, the date of the contact, the nature of the contact, and the name of the customer involved.

Answer: It is not possible to provide each customer contact referred to in Section (a)(1) through (a)(5) of Supra's Complaint, however, Supra has provided examples of these customer contacts in the testimony and exhibits it has filed in this proceeding.

7. Identify each action taken by BellSouth to prevent access to operational support systems to Supra in Florida, including the date of the action, the specific operational support system involved, the nature of the action, and the name

of the BellSouth employee involved.

Answer: Although a description of every action taken by BellSouth to prevent access to operational support systems to Supra in Florida is not possible, Supra has described several of these problems in the testimony and exhibits it has filed in this proceeding.

8. Identify the date upon which Supra requested dark fiber from BellSouth in Florida and the BellSouth employee to whom the request was made.

Answer: Supra's Chief Executive Officer, Mr. O. A. Ramos, had discussions with BellSouth employees in late September 1997 after sending a letter asking to negotiate an interconnection agreement with BellSouth. The BellSouth employees involved in these discussions were Pat Finlen, Wayne Carnes, Marcus Cathey, and Mary Jo Peed.

9. Identify the authority upon which Supra relies for its claim that dark fiber is an unbundled network element under the Act.

Answer: The Telecommunications Act of 1996 provides support for this position in its definition of a "network element" in Section 3 of the Act, amending 47 U.S.C. 153, Section 3(r)(45). The Act provides:

> The term 'network element' means a facility or equipment used in the provision of a telecommunications service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing or other provision of a

telecommunications service.

Dark fiber clearly constitutes a "facility or equipment used in the provision of a telecommunications service." The term "used" is not limited to "current use," but has a generic meaning of being able to be used for provision of a telecommunications service. The fact that some of the subscriber numbers owned by BellSouth Telecommunications, Inc., are not currently assigned to a customer does not mean they do not constitute a "network element." The fact that dark fiber is fiber not currently in use does not mean it does not constitute a "network element" that can be used instantaneously by BellSouth to provide a telecommunications service.

10. Identify the support for Supra's contention that BellSouth has excess capacity of dark fiber in Florida, including the location of such fiber.

Answer: Supra has no specific information on the level of capacity or the location of BellSouth's dark fiber and no way to get such information except from BellSouth. Supra believes that BellSouth, as an aggressive incumbent local exchange company, has assured that it has excess dark fiber to be able to meet the growth needs of the company in this period of exploding telecommunications technology and demand.

11. Identify the particulars of Supra's search for billing software that can interface with BellSouth as described on page 9 of Supra's Complaint, including the dollar amount expended in such search, the basis for the expenditure, the identities of the computer firms contacted, and the results of such search.

Answer: Supra has attempted to find billing software that can interface with BellSouth by contacting five companies that are listed in Mr. Ramos' testimony. Supra's expenditures to this date include paying for travel to some of the companies and paying for travel of other companies' representatives to come to Supra's offices in Miami, Florida.

12. Identify the name and address of the entity to whom BellSouth sends Supra's bill for interconnection, resale, and unbundling in Florida.

Answer: Supra Telecommunications & Information Systems, Inc., 2620 S.W. 27th Avenue, Miami, Florida 33133

13. Identify Supra's support for the allegation that 30% of Supra's customers continue to receive bills from BellSouth, as alleged on page 10 of Supra's Complaint, including a description of how the percentage was derived.

Answer: Supra estimates that 30% of Supra's customers continued to receive BellSouth bills after becoming Supra customers for at least some months. This estimate is based on Supra's customer service department's phone contacts with Supra customers.

14. Identify Supra's support for the allegation that BellSouth's bills to Supra are greatly inflated, as alleged on page 11 of Supra's Complaint.

Answer: Supra believes that BellSouth's bills are greatly inflated because BellSouth charged Supra for one full month's service in advance for customers who stayed with Supra for just a few days. Also, BellSouth charged Supra an unauthorized switch

fee for every customer who returned to BellSouth without any investigation to determine if, in fact, such a switch had been unauthorized. BellSouth simply came to its own conclusion that a switch was unauthorized if a customer stated that he or she was dissatisfied in any way or BellSouth's representatives solicited such statements of dissatisfaction by disparaging Supra.

15. In reference to page 11 of Supra's Complaint, does Supra contend that Supra has misled no customers into changing their local service from BellSouth to Supra?

Answer: Supra has acknowledged to the Commission in a separate proceeding that some of the telemarketers Supra had contracted with did not perform appropriately. Supra acknowledges that some customers have alleged that they did not authorize the switching of their local phone service to Supra. However, Supra believes that BellSouth greatly inflated the numbers of customers alleging that they did not authorize the switching of their local service to Supra by BellSouth's customer service representatives telling such customers that if they did allege this, they would not have to pay Supra's bills.

16. In reference to page 11 of Supra's Complaint, identify each BellSouth service representative who has "interfered" with Supra's customers, including the date of such action, the nature of such action, and the identity of the customer.

Answer: It is not possible to list each and every occurrence of a BellSouth service representative interfering with Supra's customers, however Supra has provided testimony and exhibits giving examples of such instances.

17. Identify each Supra customer in Florida who is "unhappy", as alleged on page 12 of Supra's Complaint.

Answer: It is not possible to identify all Supra customers who have not been satisfied with BellSouth's provision of service to Supra under the resale agreement. However, Supra has provided testimony and exhibits giving examples of such customers.

18. Identify each Supra customer in Florida who is unwilling to pay for services received from Supra, as alleged on page 12 of Supra's Complaint.

Answer: It is not possible to identify each and every customer in Florida who has been unwilling to pay for services received from Supra, however Supra has provided testimony and exhibits giving examples of such customers.

19. Identify the support for Supra's allegation on page 13 of Supra's Complaint, that BellSouth refuses to provide Supra number availability on the same basis BellSouth provides for itself.

Answer: Supra has provided testimony and exhibits that support Supra's allegation that BellSouth has refused to provide Supra number availability on the same basis BellSouth provides for itself.

20. Identify each occasion on which Supra has lost dial tone, including the date and time of such occurrence, the date and time of dial tone restoration, and the identity of the BellSouth employees involved in such occurrence.

Answer: Although Supra does not have the dates of all of the occasions on which Supra lost dial tone, John Reinke's

testimony describes two particular instances in which Supra lost dial tone.

21. Identify each occasion upon which BellSouth has failed to connect new customers to Supra in a timely fashion, including the date of such occurrences, the identity of Supra's customer, the length of time until Supra's customer was connected, and the identity of any BellSouth employee involved.

Answer: Although it is not possible to list each and every occasion upon which BellSouth has failed to connect new customers to Supra in a timely fashion, Supra has described examples of such occurrences in its testimony and exhibits.

22. Identify the operational support systems used by Supra to interface with BellSouth, including the date upon which Supra began using each system.

Answer:

Local Exchange Navigation System (LENS) - July 1997

Electronic Data Interchange (EDI) - September 1997

Trouble Analysis Facilitation Interface (TAFI) - November 1997

23. Identify each Supra customer in Florida who has waited for four weeks for installation, as alleged on page 14 of Supra's Complaint, including the dates of such occurrences and the identity of the BellSouth employees involved.

Answer:

Although it is not possible to list each and every customer who has had to wait an extended period for installation from BellSouth, Supra given examples of customers waiting for a long

period for installation in its testimony and exhibits.

24. Identify each Supra customer in Florida who has waited 24 hours or several days for troubles to be fixed, as alleged on page 14 of Supra's Complaint, including the dates of such occurrences and the identity of the BellSouth employees involved.

Answer: Although it is not possible to list each and every Supra customer in Florida who has waited 24 hours or several days for troubles to be fixed, Supra has given examples of such customers in its testimony and exhibits filed in this proceeding.

25. Identify Supra's support for the allegation that BellSouth has violated notification requirements, as alleged on page 14 of Supra's Complaint.

Answer: Supra has provided testimony and exhibits that support Supra's allegation that BellSouth has violated notification requirements.

26. Identify the electronic interface equipment purchased by Supra, including the date of purchase, the manufacturer, the dollar amount of the purchase, and the identity of the BellSouth employee with whom Supra discussed the equipment use.

Answer: Supra will provide a confidential and proprietary document showing its purchases of electronic interface equipment once BellSouth executes the protective agreement being negotiated at this time.

27. Identify Supra's support for its allegation on page 14 of Supra's complaint that "BellSouth has chosen" to make BellSouth's systems impossible to use.

Answer: BellSouth has "chosen to make" BellSouth's systems

impossible to use by not providing adequate written materials, sufficient competent training, and appropriate access to these systems to make it possible for an alternative local exchange carrier to learn the systems intimately and have enough experience on them to utilize them efficiently and accurately, as well as actually providing complete access to these systems.

28. Identify Supra's support for the allegation that BellSouth requires manual processing of all communications, as alleged on page 15 of Supra's Complaint.

Answer: Although Supra has been given access to BellSouth's Local Exchange Navigation System, Electronic Data Interchange system, and the Trouble Analysis Facilitation Interface, Supra has had to use facsimile orders and facsimile communications throughout its experience with BellSouth. Sometimes these facsimile communications and facsimile orders are in lieu of the electronic systems and sometimes they are to back up the electronic systems.

29. Identify Supra's support for the allegations that BellSouth has staffed its interconnection services bureau with unresponsive employees, as alleged on page 15 of Supra's Complaint.

Answer: Supra has repeatedly asked BellSouth's interconnection services bureau for assistance with technical issues and other problems, and has repeatedly received delays and inaccurate and/or conflicting answers. Supra's employees have been told that the BellSouth employees would have to ask someone else and call back with the answers. Then the Supra employees

would either never hear from the Bellsouth employees again or not hear until after the Supra employees had called again several times.

30. Identify each BellSouth employee who has displayed an "attitude" to Supra, as alleged on page 15 of Supra's Complaint, including the date of such display and the nature of the contact.

Answer: It is not possible to identify each and every occasion upon which a BellSouth employee has displayed an "attitude" to Supra, but Supra has described several examples in its testimony and exhibits. In addition, Ms. Cynthia Arrington has displayed a negative attitude towards Supra, including stating that BellSouth had never sent retention letters to Supra customers prior to working Supra's orders when, subsequently, BellSouth's employee, Ms. Nancy Sims, admitted in a letter that BellSouth had in fact done just this. Also, Ms. Stephanie Hunt, a Resale Group Customer Service Representative, displayed an unresponsive attitude toward Supra by never knowing the answers to questions and by always having to ask other employees and failing to respond to questions in a timely manner. Ms. Hunt also would reject Supra orders for simple errors that BellSouth's supervisors would simply correct for their own employees' orders. Ms. Hunt would also require that Supra list all the services when ordering the "Complete Choice" package for a customer when BellSouth regularly simply lists this as the "Complete Choice" service.

31. Identify each occasion upon which Supra has not been treated with courtesy and respect as alleged on page 15 of

Supra's Complaint, including the date of such occasion, the nature of the contact, and the identity of each BellSouth employee involved.

Answer: It is not possible to identify each and every occasion upon which Supra has not been treated with courtesy and respect by BellSouth however, Supra has provided several examples in its testimony and exhibits.

32. Identify each occasion upon which Supra has experienced a problem with BellSouth, as alleged on page 16 of Supra's Complaint, including the date, the nature of the contact, the identity of the BellSouth employee involved, and the identity of the Supra customer involved.

Answer: It is not possible to identify each and every occasion upon which Supra has experienced a problem with BellSouth however, Supra has identified a number of examples of such occasions in its testimony and exhibits.

33. Does Supra have a BellSouth account executive or account team assigned to it? If so, please identify the individuals.

Answer: Mr. Wayne Carnes is Supra's BellSouth account executive and the only other BellSouth employees that Supra is aware of on their account team are Ms. Cynthia Arrington, Customer Support Manager, and Ms. Teresa Gentry, Resale Group Manager. Supra is aware that Mr. Wayne Carnes is handling many accounts besides Supra.

34. State the dollar amount Supra believes it owes BellSouth and the dollar amount Supra believes BellSouth owes it.

Answer: Supra is current on all bills BellSouth has sent it. Supra believes the Commission should require BellSouth to refund Supra $686,512.96 for overcharges related to the BellSouth charge for one month's service in advance for each Supra customer that stayed with Supra for less than one month.

DATED this 31st day of March, 1998.

SUZANNE FANNON SUMMERLIN
1311-B Paul Russell Road, Suite 201
Tallahassee, Florida 32301
(850) 656-2288
Florida Bar No. 398586

Attorney for Supra Telecommunications
& Information Systems, Inc.

Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
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P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

October 6, 1997

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Ga. 30375 -0001
Attn: Mary Jo Peed, General Attorney

Dear Ms. Peed,

This letter is confirmation of our telephone conversation this morning concerning Supra Telecoms and Information Systems, Inc. improper marketing activity.

Supra is taking the following steps to comply with your request:

- Supra will do nothing to imply that it is in partnership with, is affiliated with, sponsored or endorsed by Bell South or any of its affiliates.
- Supra will not use BellSouth's name and/or trademarks in any materials including promotional literature, stationary, etc. Supra will immediately destroy materials with BellSouth's name or marks.
- Use of the BellSouth name and/or trademarks will be removed from the Supra Website effective immediately. The Website has been currently rendered inaccessible until the changes are made.
- Employees of Supra will no longer use the BellSouth name in negotiations with existing or potential Supra customers, but instead will use terms such as local service provider, local exchange carrier, etc. This will be accomplished through thorough training and constant supervision by management.
- Supra will make every effort to insure compliance with Article IV - E of its agreement with BellSouth.
- Supra is currently interviewing outside verification firms whose task it will be to verify that customers have given authorization to switch their local service to Supra. During the interview process, Supra will insure that the firm they retain is fully aware of, and complies with F.C.C. procedures regarding the switching of carriers. In the interim, Supra will mail or fax a letter of authorization to the potential customer, and upon receipt of the signed LOA, will issue the order to switch the service. Supra will also do its own in-house telephone verification and send a welcome letter once the customer has given verbal agreement for the switch.
- Regarding Yellow Page Advertising discounts, Supra will inform those customers that were offered Yellow Page Advertising discounts, in writing, that the discounts do not apply and, further, any monies collected from those customers will be refunded.
- Pending orders resident in the LCSC are not to be processed until such time as Supra has re-contacted those customers to obtain Letters of Authorization. Once the signed LOA's have been received, the orders will be released.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 6
COMPANY/ WITNESS: Ramos
DATE 4-30-98

I hope that the above actions meet your requirements. We obviously are interested in continuing our business in full compliance with our agreement and hope that every step can be taken to get us back on-line and into the order processing flow as quickly as possible. If there is anything else you need please call me.

Sincerely,

Rob Campbell

R.J. Campbell
Vice-President- Marketing

Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

November 13, 1997

Wayne Carnes
Regional Account Manager

Dear Wayne:

On October 31, I faxed the ASR's for DS1 and DS3 to Tony Anselmo. On November 4, John Reinke called and spoke to Sidney Laterrade but he couldn't locate the forms sent on October 31 and asked John to resend them and that he would get back to us on the 5th. Today on the 13th, I called and spoke with Sidney, who again couldn't locate the forms sent on the 4th. He apologized and asked us to fax them again, which I did.

Given this track record, we would appreciate any assistance or help you could provide to speed up this process.

Sincerely,

Philippos Chari
Engineer

cc: O. A. Ramos

Enclosure

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 7
COMPANY/ WITNESS: Reinke
DATE: 4-30-98

SUPRA
Page 1 of 1
Docket No. 980119-TP
Exhibit 7 (JK-1)
Reinke

EXHIBIT NO. 8

DOCKET NO.: 980119-TP

WITNESS: John Reinke

PARTY: SUPRA

DESCRIPTION:

Deposition Transcript dated April 16, 1998

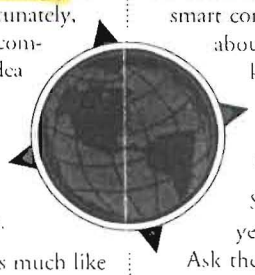
PROFFERING PARTY: BELLSOUTH

I.D. # JR-2

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 8
COMPANY/ WITNESS: Reinke
DATE 4-30-98

Attachment B.

For years, long-distance companies have been harassing you with an avalanche of confusing offers. Unfortunately, some things never change. Soon, long-distance companies will be calling to try and sell you on the idea of providing your local phone service, too.



Why? Because the Telecommunications Act of 1996 has opened up the telecommunications market to competition, allowing long-distance companies to compete to provide your local service for the first time.

So you can expect they'll battle for your local business much like they've fought for your long-distance business — and that means more annoying phone calls and more confusing offers. Be a smart consumer and arm yourself with information, especially about what long-distance companies don't want you to know — such as the fact that they don't own, invest in or repair the local networks they'll use to carry your local calls. Those networks have been built and are maintained by your local telephone companies.

So when long-distance companies bother you with yet another call or confusing offer, call them on it: Ask them some of your own questions, such as those listed below, which they'll find hard to answer.

Q. Will you repair my phone line?

Your local phone company comes out in all weather and at any time to repair lines and to ensure that every customer has service they can always depend on. Ask a long-distance company if they'll do the same for you and your community.

Q. What will your company be investing in my telephone network?

Your local telephone company has invested more than $298 billion to develop and maintain America's telephone network, helping commerce and industry grow and connecting family members and friends.

Long-distance companies now want a free ride on this network, without contributing the money and resources required to maintain and improve it — an investment essential to keeping our nation's communications system the best in the world and for ensuring affordable basic telephone service for everyone, no matter where they live. Will the long-distance companies pay their fair share? Ask them.

Q. Will you introduce as many new technological innovations as my local phone company has?

Local telephone companies have been building innovative technology into your local network for years — the kind of technology that has helped businesses grow and helped people everywhere to keep in touch. Advanced and customized services such as Call Forwarding and Caller ID and many other new features have transformed telecommunications for us all. For example, Enhanced 911 allows a dispatcher to see the name, address and telephone number of each caller and to relay information faster and easier in an emergency.

Local telephone companies will continue to invest in the network and bring you more improvements. Ask a long-distance company if they'll do the same.

Q. Will you make the same kind of commitment to my community as my local telephone company?

Local telephone companies are a cornerstone in the communities where they do business. In addition to providing reliable, affordable service, they and their employees support everything from fund-raising events, health programs, disaster relief and education projects to Little League games.

Local phone companies also support the communities they serve by paying billions of dollars each year in local taxes. Just as important, local phone companies also provide jobs for thousands of local people. Ask a long-distance company how they plan to match or improve upon this level of commitment.

JUST CALL THEM ON IT!

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Attachment C

"CORPORATE COURIER"

Another long-distance phone company asking me if I want to buy local phone service from them.

So I say to the guy, what happens if my local phone line breaks? Are the long distance companies going to come and repair it?

Those guys have to answer a lot of questions before I'd even *think* of switching.

If I don't have a phone, I don't have a business.

When long-distance companies call...I'm ready to call *them* on it.

YOUR LOCAL PHONE COMPANIES
WE BRING IT ALL HOME TO YOU
1-800-646-9999

Sponsored by the United States Telephone Association

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TWO-THIRDS OF THE WORLD IS WITHOUT PHONE SERVICE.



If MCI gets its way, you could be among them...

Much of the world still struggles to achieve what we already have in the United States: quality, affordable, local phone service for virtually everyone. Now, we're beginning a new era of competition in local service that can mean even better service and pricing. But competition has to work for everyone, not just the privileged few.

That's why MCI's approach to local phone service is so disturbing. MCI says they only want to serve the top 30% of the local phone market. But, worse, they want to weaken the foundation of quality, affordable, local phone service for the rest of us. MCI wants to drastically cut access charges that make this possible for everyone.

In fact, *The New York Times* reported that without adequate funding, phone rates could skyrocket for millions of Americans.

If MCI gets its way, millions of Americans will be priced out of local phone service. While MCI may not care if that happens, the rest of us should.

AMERICA'S LOCAL PHONE COMPANIES -- *dedicated to keeping our phone network the best in the world.*

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"CORPORATE COURIER"

Another long-distance phone company asking me if I want to buy local phone service from them.

So I say to the guy, what happens if my local phone line breaks? Are the long distance companies going to come and repair it?

Those guys have to answer a lot of questions before I'd even *think* of switching.

If I don't have a phone, I don't have a business.

When long-distance companies call...I'm ready to call *them* on it.

YOUR LOCAL PHONE COMPANIES
WE BRING IT ALL HOME TO YOU
1-800-646-9999

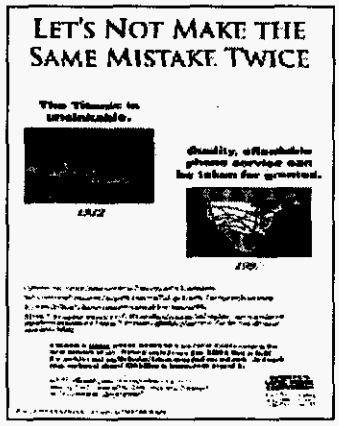
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Let's not make the same mistake twice

The Titanic is unsinkable. ***1912***

Quality, affordable phone service can be taken for granted. ***1997***



Eighty-five years ago the Titanic went down. It was supposed to be unsinkable.

Today, many people assume the local phone network will always be there. Let's hope they're not wrong.

Much like the Titanic, America's local phone network is not indestructible.

The fact is, if companies like AT&T and MCI are allowed to use the local telephone network at below cost and without an incentive to invest in it, the reliable, affordable phone service that Americans depend on could hit an iceberg.

America's local phone companies are committed to keeping the local network afloat. We've invested more than $298 billion to build the world's most sophisticated telecommunications network. And each year, we invest almost $20 bil lion to improve and expand it.

Reliable, affordable phone service depends on every company investing their fair share to keep the network strong. It is simply too important to be taken for granted.

AMERICA'S LOCAL PHONE COMPANIES -- *dedicated to keeping our phone network the best in the world.*

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"The Network"

Most of us know how to work the phones, but ever wonder how the phones really work?

It seems simple..you pick it up...you get a dial tone--Big deal.
But behind your dial tone is an amazing network that takes voice and data almost anywhere...

It's network built and maintained by America's local phone companies ...not AT&T and MCI.

What's the difference? Well local phone companies do some important things AT&T and MCI don't...

Like spending almost $20 billion a year to modernize the local phone network...$2 billion to bring technology to our schools...

...Like fixing your local phone line if it breaks...the long-distance guys don't do that...

Universal access to make sure everyone gets phone service...

And we're in thousands of local communities, employing your neighbors...and supporting everything from the symphony to Little League.

Call now for a free booklet. It explains why the local phone companies are better than the rest.

YOUR LOCAL PHONE COMPANIES
WE BRING IT ALL HOME TO YOU
1-800-646-9999
Sponsored by the United States Telephone Association

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Attachment D

Click here for a The History of the Telecom Act of 1996



Local Phone Companies
We bring it all home to you!

- Who we are: Bringing Reliable Service to You
- Join the Campaign: Link to Our Site!
- Check out our Area Code Search Engine and Interactive Map

Recent Developments

Feb 24, 1998 - BellSouth Responds To MCI Access Charge Request

Feb 23, 1998 - BellSouth Response to the MCI Complaint to the Florida Public Service Commission

Feb 18, 1998 - BellSouth Response to CFA Charges

Feb 16, 1998 - Bell Atlantic's AT&T Smoke Detector

Feb 12, 1998 - Testimony Before the House Committee on Small Business Argues for Review of Regulatory Burdens

Investing In The Community

Feb 26, 1998 - Vice President Gore to Connect with Buffalo Area Students via Bell Atlantic Distance Learning Technology

Feb 26, 1998 - Bell Atlantic Network Brings Students Into Operating Room to Observe Heart Operations, Talk with Doctors

Feb 23, 1998 - Bell Atlantic Wiring Low-Income Urban, Rural Areas

Feb 23, 1998 - Bell Atlantic Mobile Reaffirms Its Commitment To Fight Domestic Violence

Feb 16, 1998 - Ameritech Helps Ohio Schools Ease the Crunch

Feb 11, 1998 - Bell Atlantic Delivers Philanthropic Valentine to Many Charities Throughout Massachusetts

What You Need to Know
About Competition

- What is it all about?
- Got a Question? Search our FAQ!
- The Telecom Act At-a-Glance
- Request Copies of Our Brochures
- Solletos Estan Disponsible Ahora

Details
Make the Connection!

- Legislative History of the Telecom Act
- Implementing the Telecom Act -- Access Reform, Interconnections and Universal Service
- Map of Over 1200 Interconnection Agreements Signed
- Links to Other Resources

LOCAL PHONE COMPANIES
we bring it all home to you

Paid for by the United States Telephone Association

NetDay March 28, 1998 - Join this nationwide effort to connect America's schools to the Internet.

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USTA Full Members

If your company is a member of USTA and you would like a reciprocal link to your Web site, complete the online request form, or send email to Webmaster.

- ALLTEL Alabama, Inc., Leeds, Alabama
- ALLTEL Arkansas, Inc., Little Rock, Arkansas
- ALLTEL Carolina, Inc., Matthews, North Carolina
- ALLTEL Corporation, Little Rock, Arkansas
- ALLTEL Florida, Inc., Live Oak, Florida
- ALLTEL Georgia, Inc.,Commerce, Georgia
- ALLTEL Illinois, Inc., Rantoul, Illinois
- ALLTEL Indiana, Inc., Ossian, Indiana
- ALLTEL Kentucky, Inc., Shepherdsville, Kentucky
- ALLTEL Michigan, Inc., Stockbridge, Michigan
- ALLTEL Mississippi, Inc., Florence, Mississippi
- ALLTEL Missouri, Inc., Little Rock, Arkansas
- ALLTEL Nevada Inc., Walnut Creek, California
- ALLTEL New York, Inc., Jamestown, New York
- ALLTEL Ohio, Inc., Newark, Ohio
- ALLTEL Oklahoma, Inc., Little Rock, Arkansas
- ALLTEL Pennsylvania, Inc.,Kittanning, Pennsylvania
- ALLTEL South Carolina, Inc., Lexington, South Carolina
- ALLTEL Sugar Land, Sugar Land, Texas
- ALLTEL Tennessee, Inc., Little Rock, Arkansas
- ALLTEL Texas Inc., Little Rock, Arkansas
- ATU Telecommunications, Anchorage, Alaska
- Accucomm Telecommunications, Inc., Irwinton, Georgia
- Ace Telephone Association, Houston, Minnesota
- Alaska Telephone Company, Port Townsend, Washington
- Albany Mutual Telephone Association, Albany, Minnesota
- Albion Telephone Company, Inc., Albion, Idaho
- Alenco Communications Inc., Joshua, Texas
- Aliant Communications, Lincoln, Nebraska
- All West Communications, Kamas, Utah
- Allendale Telephone Company, Allendale, Michigan
- Alma Telephone Company, Alma, Missouri
- Alma Telephone Company, Inc., Alma, Georgia
- Alpine Communications, L.C., Des Moines, Iowa
- Amana Colonies Telephone Company, Homstead, Iowa
- Amelia Telephone Corporation, Amelia, Virginia
- Ameritech, Chicago, Illinois
- Ameritech Ohio, Cleveland, Ohio
- Ameritech Services, Hoffman Estates, Illinois
- Ameritech of Wisconsin, Milwaukee, Wisconsin
- Amery Telecom, Amery, Wisconsin
- Amherst Telephone Company, Amherst, Wisconsin
- Andrew Telephone Company, Andrew, Iowa
- Arapahoe Telephone Company, Arapahoe, Nebraska
- Arcadia Telephone Company, Arcadia, Ohio
- Arctic Slope Telephone Association Cooperative, Anchorage, Alaska
- Arizona Telephone Company, Phoenix, Arizona
- Arlington Telephone Company, Blair, Nebraska
- Armour Independent Telephone Company, Hartford, South Dakota
- Armstrong Telephone Company of W Virginia, Butler, Pennsylvania
- Armstrong Telco - Northern Div, Harrisville, West Virginia
- Armstrong Telephone Company North, Duke Center, Pennsylvania

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- Armstrong Telephone Company, Addison, New York
- Armstrong Telephone Company, Butler, Pennsylvania
- Armstrong Telephone Company, Rising Sun, Maryland
- Arrowhead Communications Corp, Hector, Minnesota
- Arthur Mutual Telephone Company, Defiance, Ohio
- Arvig Telephone Company, Pequot Lakes, Minnesota
- Asotin Telephone Company, Asotin, Washington
- Ayersville Telephone Company, Defiance, Ohio
- Ayrshire Farmers Mutual Telephone Company, Ayrshire, Iowa
- BPS Telephone, Malden, Missouri
- Baca Valley Telephone Company, Inc., Des Moines, New Mexico
- Badger Telecom, Inc., Neillsville, Wisconsin
- Baldwin Telecom Inc., Baldwin, Wisconsin
- Baraga Telephone Company, Baraga, Michigan
- Barnardsville Telephone Company, Barnardsville, North Carolina
- Barry County Telephone Company, Delton, Michigan
- Bascom Mutual Telephone Company, Bascom, Ohio
- Bay Springs Telephone Company, Bay Springs, Mississippi
- Bayland Telephone Inc., Abrams, Wisconsin
- Beehive Telephone Company, Salt Lake City, Utah
- Beggs Telephone Company, Beggs, Oklahoma
- Bell Atlantic-Delaware, Inc., Philadelphia, Pennsylvania
- Bell Atlantic-Maryland, Baltimore, Maryland
- Bell Atlantic-New Jersey, Inc., Newark, New Jersey
- Bell Atlantic-Pennsylvania, Inc., Philadelphia, Pennsylvania
- Bell Atlantic-Virginia, Richmond, Virginia
- Bell Atlantic-Washington, D.C., Washington, DC
- Bell Atlantic-West Virginia, Charleston, West Virginia
- Bell Atlantic Corporation, Philadelphia, Pennsylvania
- BellSouth Corporation, Atlanta, Georgia
- BellSouth Telecommunications, Birmingham, Alabama
- Belmont Telephone Company, Madison, Wisconsin
- Ben Lomand Rural Telephone Cooperative, McMinnville, Tennessee
- Benkelman Telephone Company, Benkelman, Nebraska
- Bentleyville Telephone Company, Bentleyville, Pennsylvania
- Benton Ridge Telephone Company, Benton Ridge, Ohio
- Beresford Mun Telephone Company, Beresford, South Dakota
- Bergen Telephone Company, Sharon, Wisconsin
- Berkshire Telephone Corp, Kinderhook, New York
- Bettles Telephone Company, Bettles, Alaska
- Big Bend Telephone Company, Inc., Alpine, Texas
- Big Sandy Telecom, Simla, Colorado
- Bixby Telephone Company, Bixby, Oklahoma
- Black Earth Telephone Company, Black Earth, Wisconsin
- Blackduck Telephone Company, Blackduck, Minnesota
- Blair Telephone Company, Blair, Nebraska
- Blanca Telephone Company, Alamosa, Colorado
- Blanchard Telephone Association, Blanchard, Michigan
- Bledsoe Telephone Cooperative, Pikeville, Tennessee
- Bloomingdale Telephone Company, Inc., Bloomingdale, Michigan
- Blossom Telephone Company, Blossom, Texas
- Blountsville Telephone Company, Blountsville, Alabama
- Blue Earth Valley Telephone, Blue Earth, Minnesota
- Blue Ridge Telephone Company, Blue Ridge, Georgia
- Bonduel Telephone Company, Bonduel, Wisconsin
- Border to Border Communications, Inc., Kerrville, Texas
- Bourbeuse Telephone Company, Sullivan, Missouri
- Brandenburg Telephone Company, Brandenburg, Kentucky

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To Whom It May Concern:

I wish to report my frustration with getting my telephone line installed in my place of residence. On February 4, 1998, I called Supra Telecoms to have a telephone line installed in my home. I needed the telephone right away because I have children at home and I need to check on them while I am at work. Because of my urgent need, I requested that my order be expedited. The Supra Customer Service Rep told me she would do her best to get my line installed as soon as possible. I called the next day and inquired about the status of my order and I was told that the BellSouth center that processes the orders for Supra had not yet started my order! I called the next day and was informed of the same thing. Finally after two weeks of aggravation, BellSouth installed my phone for Supra.

Print Name: [redacted]

Signature: [redacted]

Date: 3-18-98

Witness: [redacted]

CONFIDENTIAL

March 18, 1998

To whom it may concern:

This is a summary of my experience trying to order the telephone feature, Call Waiting Deluxe, for my number [redacted]. I repeatedly requested this feature to be added to my line. The response I received from Supra was that BellSouth says it cannot be installed on my line because it is not available in the 305-552 central telephone office. However, I pointed out that I have the feature on my home telephone number, which is in the same 305-552 central office. I called BellSouth several times to inquire about the availability of the feature, and every time the Customer Service Department confirmed it was available in my area, however, when I called Supra to install the feature, Supra would always come back and say that the BellSouth Ordering Center says that the Call Waiting Deluxe is not available in my area. Finally, after six weeks of back and forth calls, Supra got the feature installed.
IT IS STILL NOT INSTALLED.

Printed name: [redacted]

Signature: [redacted]

Witness: [redacted]

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[redacted]

March 4, 1998

RE: ATTENCIATION TO A REPAIR PROBLEM

Dear Sir or Madam:

On December 15, 1997, My home telephone went dead after a thunderstorm. The situation was reported to Supra TeleComm Repair Office at 12:00 Noon. After a couple of hours, I received a call from Supra employee identifying the problem as a phone off hook, and told me to unplug all phones in the house, wait 15 minutes, and plug all phones back in. He said cordless telephones often cause this, so I was instructed to leave the cordless telephone disconnected. I carried out the process but it did not work. The next day, I called Supra again; spoke with Victor (Supra personnel) reviewed the steps he had given me the previous day. Being unable to resolve the issue in this fashion, I again filed a complaint with Victor. He called me back at my office and informed that a technician was scheduled to go to my house, test the circuits and effect repair before 6:00 PM the same day [December 16, 1997].

The following morning I called Supra again, because while I had waited at home for the technician to arrive, nobody showed up. I insisted that Supra file another report with BellSouth Repair department since he made me understand that BellSouth technician is to be dispatched to fix my telephone. The next day another technician was scheduled to visit the my house before 3:00 PM on 12/17/1997, but due to the time I had already taken off work on this issue I was unable to meet the technician that day and made a new appointment for the following day at 11:00 AM. The next day nobody showed up to, fix my telephone. The following day, I was very upset I called Supra that the BellSouth repair technician never arrived as agreed.

On the 18th of December I was asked to leave my keys with my neighbor the next morning, a technician is to be dispatched to fix my telephone the next day. Surprisingly again, my neighbor told me nobody showed up. Finally my line was fixed on a Saturday 20th of December.

Sincerely,

[redacted]

WITNESS: [redacted]

DATE: 3/4/98

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 9
COMPANY/ WITNESS: Hamilton
DATE: 4-30-98

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Exhibit 9 (BH-1)

Attachment A

Date	Customer Name	Telephone	Comments
15-Oct			BellSouth told to ask:"Who will repair my phone?"
15-Oct			BellSouth told to ask:"Who will repair my phone?"
15-Oct			BellSouth told to ask:"Who will repair my phone?"
15-Oct			BellSouth told to ask:"Who will repair my phone?"
15-Oct			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
13-Nov			BellSouth told to ask:"Who will repair my phone?"
18-Nov			BellSouth told to ask:"Who will repair my phone?"
18-Nov			BellSouth told to ask:"Who will repair my phone?"
18-Nov			BellSouth told to ask:"Who will repair my phone?"
17-Dec			BellSouth told to ask:"Who will repair my phone?"
17-Dec			BellSouth told to ask:"Who will repair my phone?"
17-Dec			BellSouth told to ask:"Who will repair my phone?"

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Exhibit _____ (BH-2)

18-Dec	BellSouth told to ask:"Who will repair my phone?"
18-Dec	BellSouth told to ask:"Who will repair my phone?"
18-Dec	BellSouth told to ask:"Who will repair my phone?"
18-Dec	BellSouth told to ask:"Who will repair my phone?"

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Exhibit ____ (BH-2)

Supra Customers who were told by BST that BellSouth had never heard of Supra			
Date	**Customer**	**Telephone**	**Comments**
11/13/97			BellSouth told customer "never heard of Supra"
11/13/97			BellSouth told customer "never heard of Supra".
11/13/97			BellSouth told customer "never heard of Supra".
11/13/97			BellSouth told customer "never heard of Supra"
11/13/97			BellSouth told customer "never heard of Supra".
11/13/97			BellSouth told customer "never heard of Supra"
11/13/97			BellSouth told customer "never heard of Supra".
11/13/97			BellSouth told customer "never heard of Supra".
11/13/98			BellSouth told customer "never heard of Supra".
11/18/97			BellSouth told customer "never heard of Supra".
11/18/98			BellSouth told customer "never heard of Supra".
12/15/97			BellSouth told customer "never heard of Supra".
12/15/98			BellSouth told customer "never heard of Supra".
12/15/98			BellSouth told customer "never heard of Supra".
12/15/97			BellSouth told customer "never heard of Supra".
12/15/97			BellSouth told customer "never heard of Supra".
12/17/97			BellSouth told customer "never heard of Supra".
12/17/97			BellSouth told customer "never heard of Supra".
12/18/97			BellSouth told customer "never heard of Supra".
12/18/97			BellSouth told customer "never heard of Supra".

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Exhibit ____ (BH-6)

Supra Customers whom BellSouth told to Report Supra to the PSC

Date	Customer	Telephone	Comments
11/10/97			BellSouth told customer to "Report Supra to the PSC".
11/10/97			BellSouth told customer to "Report Supra to the PSC".
11/10/97			BellSouth told customer to "Report Supra to the PSC".
12/19/97			BellSouth told customer to "Report Supra to the PSC".
1/2/98			BellSouth told customer to "Report Supra to the PSC".
1/20/98			BellSouth told customer to "Report Supra to the PSC".
2/5/98			BellSouth told customer to "Report Supra to the PSC".
3/2/98			BellSouth told customer to "Report Supra to the PSC".
3/2/98			BellSouth told customer to "Report Supra to the PSC".

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Exhibit _____ (BH-7)

Supra Customers whom BellSouth told "Supra is unreliable"

Date	Customer	Telephone	Comments
11/12/97			BellSouth told customer "Supra is unreliable"
11/12/97			BellSouth told customer "Supra is unreliable"
11/12/97			BellSouth told customer "Supra is unreliable"
11/12/97			BellSouth told customer "Supra is unreliable"
11/12/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Surpa is unreliable"
11/12/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/13/97			BellSouth told customer "Supra is unreliable"
11/18/97			BellSouth told customer "Supra is unreliable"
12/15/97			BellSouth told customer "Supra is unreliable"
12/15/97			BellSouth told customer "Supra is unreliable"
12/15/97			BellSouth told customer "Supra is unreliable"

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Exhibit _____ (BH-8)

Supra Customer whom BellSouth told would lose their Yellow Pages Advertising if they stayed with Supra.

Date	Customer	Telephone	Comments
11/13/97	N	4	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
11/13/97	F	6	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
11/13/97	C	5	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
11/13/97	N	1	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
11/18/97	F	2	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
11/18/97	I	1	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
11/18/97	V	4	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/15/97	T	7	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/15/97	F	8	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/15/97	F	6	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/15/97	J	3	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/17/98	T	3	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/17/97	H	9	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/17/97	D	3	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/18/97	M	9	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/18/97	S	8	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/18/97	C	3	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/18/97	E	0	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/18/97	C	4	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/19/97	C	6	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/19/97	C	3	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/19/97	I	3	BellSouth told customer "Will lose your Yellow Pages listing with Supra"
12/24/97	J	9	BellSouth told customer "Will lose your Yellow Pages listing with Supra"

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Docket No. 980119-TP
Exhibit ____ (BH-9)

CUSTOMER DO NOT HAVE TO PAY SUPRA IF THEY DISPUTE SUPRA'S BILL:

DATE	CUSTOMER	PHONE	REASON	COMMENTS
10/8/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/22/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/22/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/22/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/23/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/23/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/23/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
10/23/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
11/4/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
11/4/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
11/12/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
11/17/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED
11/17/97			COMPLAINT	DOESN'T HAVE TO PAY IF BILL IS DISPUTED

CONFIDENTIAL

SUPRA
Page 1 of 1
Docket No. 980119-TP
Exhibit ____ (BH-10)

[redacted]

March 9, 1998

Supra
Telecoms & Information Systems, Inc.
Att: Cicily
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

As per our telephone conversation earlier today, the following are the numbers that need to be switched for local service only:

[redacted] 27

Fax Lines: [redacted] ACCESS RESTRICTED

MIS Lines: [redacted] Do not switch Sincerely

Modem Lines: [redacted]

[redacted]

SUPRA
Page 1 of 5
Docket No. 980119-TP
Exhibit _____ (BH-11)

DOCUMENT NUMBER-DATE
04086 APR-9 98
FPSC-RECORDS/REPORTING

I need these lines to be switched. However, I have received bills for the following numbers and these do not belong to [redacted]

[redacted] [redacted] [redacted]

Hoping all your questions will be answered and the incorrect lines would be taken out of my account.

Thank you for your attention to this matter.

Sincerely,

[redacted]

[redacted]

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: 305-476-4216
Fax: 305-441-9318

Supra Telecoms

STIS Fax

To: [redacted] **From:** Bradford I. Hamilton

Fax: [redacted] **Date:** March 11, 1998

Phone: [redacted] **Pages:** 1

Re: Local Phone Numbers **CC:**

x **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•**Comments:** [redacted]

I have investigated the following numbers:

[redacted]

I have verified with BellSouth that the lines were active and live at the time of transfer to STIS, Inc. You can call your account rep at BellSouth and confirm that the numbers were being billed to your former miscellaneous account number [redacted] *If you would like to have the numbers disconnected, please call Cicily at 305-476-4222 and she will be happy to place the order.*

Sincerely,

Bradford I. Hamilton

[redacted]

[redacted]

March 20, 1998

Supra
Telecoms & Information Systems, Inc.
Att: Mr. Brad Hamilton
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

Dear Mr. Hamilton:

The following is a request to disconnect the lines that have not been switched over to BellSouth.

These are: [redacted]

I would appreciate a recording free of charge on [redacted] orwarding the callers [redacted]

If you have any questions, do not hesitate to let me know. Thank you for your attention to this matter.

Sincerely,

[redacted]

[redacted]

[redacted]

[redacted]

March 20, 1998

Supra
Telecoms & Information Systems, Inc.
Att: Mr. Brad Hamilton
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

Dear Mr. Hamilton:

The following is a request to disconnect the lines that have not been switched over to BellSouth.

These are: Correction [redacted] → only

Do not disconnect

I would appreciate a recording free of charge on [redacted]e, forwarding the callers [redacted]

If you have any questions, do not hesitate to let me know. Thank you for your attention to this matter.

Sincerely,

[redacted]

[redacted]

[redacted]

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: 305-476-4216
Fax: 305-441-9318

Supra Telecoms

Supra Fax

To:	LCSC	**From:**	Bradford I. Hamilton
Fax:	1-800-773-4970	**Date:**	March 10, 1998
Phone:	1-800-773-4967	**Pages:**	5
Re:	New Installation	**CC:**	

x **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments: ***Dear LCSC:***

PLEASE PROCESS THIS REQUEST FOR NEW SERVICE. WE HAVE RESERVED THE FOLLOWING NUMBERS IN LENS:

[redacted]

THANK YOU,

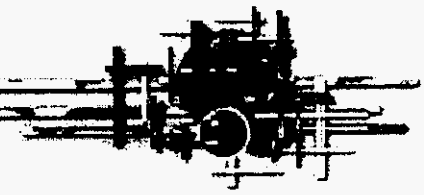
Brad Hamilton

Bradford I. Hamilton

Customer Service Specialist

SUPRA
Page 1 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

BELLSOUTH
LOCAL EXCHANGE NAVIGATION SYSTEM



Inquiry Only

Address Validation

Street Number: [redacted] Suffix: [ ] Street Name: [ ]

Dir-Prefix: [redacted] T/F [redacted] Dir-Suffix: [ ]

Unit: [ ] [ ] Elevation: [ ] [ ] Structure: [ ] [ ]

City : [redacted] State : FL ZIP: [redacted]

Descriptive Address : [ ]

Route : [ ] Box : [ ]

Telephone Number: [ ]

Validate | Cancel | Reset

0000 COMPLETED SUCCESSFULLY

Valid Address!! OK

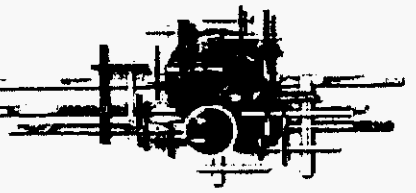
Inquiry Only

BELLSOUTH

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SUPRA
Page 2 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

BELLSOUTH
LOCAL EXCHANGE NAVIGATION SYSTEM

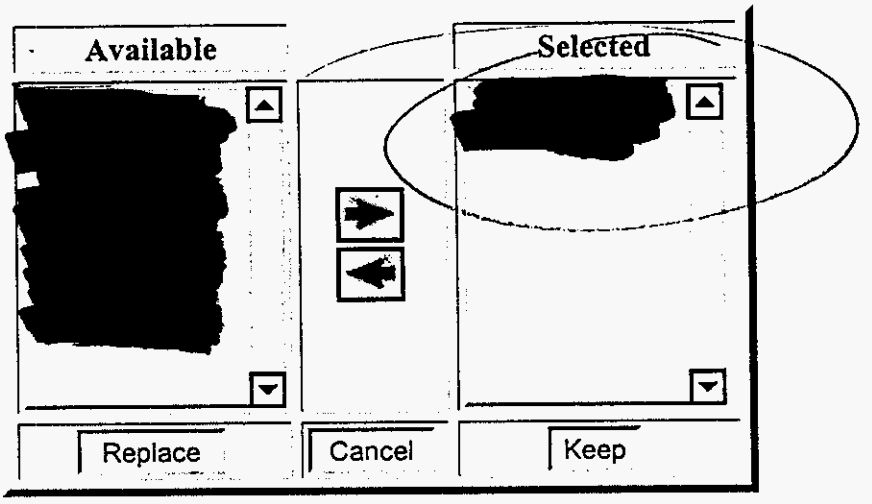


Inquiry Only

Reserve Telephone Numbers

NPA	TTA	CLLI	Community
[redacted]			

Note: A maximum of 6 numbers may be kept.



TRANSACTION SUCCESSFUL

Inquiry Only

BELLSOUTH

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Numbers reserved in LENS

3/10/98 1:30 P

SUPRA
TELECOMS & INFORMATION SYSTEMS INC.

Local Service Request

VI (12-98)

Administrative Section

CCNA [redacted] VER LSR NO SC LESC PG 1 OF 4

DTSENT [redacted] DDD DDDD DFDT PROJECT CIC REQTYP EB

ACT SOP EXP AFO RTR CC AENG ALSR SCA AGAUTH DATED AUTHNM ACTL AI

AFOT LST LSO TOS 2AF SPEC NC NCI

SEC NCI NPON RORD TSP

SAN LSP AUTH LSP AUTH DATE LSP AUTH NAME CIC

CUST

Bill Section

BI BAN BI2 BAN2 ACNA EBD

BILLNM [redacted] SBILLNM TE EBP

FLOOR ROOM CITY [redacted] STATE FL

ZIP CODE BILLCON TEL NO [redacted] VTA

Contact Section

INIT [redacted] TEL NO [redacted]

FAX NO [redacted] STREET

MAIL STOP CITY STATE ZIP CODE

TEL NO PAGER

TEL NO PAGER

DRC TEL NO FAX NO EMAIL

STREET

MAIL STOP CITY STATE ZIP CODE

NEW INSTALLATION - 2 LINES

SUPRA
Page 4 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

SUPRA
TELECOMS & INFORMATION SYSTEMS INC.

[redacted]

Resale Service

V1 (12-96)

Administrative Section

PON [redacted] VER RSQTY ORD PG 12 OF 14

Hunting

HA HNTYP HUNT SEQ

Service Details

REF NUM [redacted] LNA TN OTN

CKT

CCKT FPI PIC [redacted] PIC TC OPT

IC IO TC PER JK CODE JK NUM JK POS JR NIDA IWJK IWJQ IWJK IWJQ IWJK IWJQ

IWJK IWJQ SGNL PULSE TBE CFA

FA FEATURE FEATURE DETAIL

A [redacted]

FA FEATURE FEATURE DETAIL

[redacted]

FA FEATURE FEATURE DETAIL

[redacted]

FA FEATURE FEATURE DETAIL

FA FEATURE FEATURE DETAIL

FA FEATURE FEATURE DETAIL

FA FEATURE FEATURE DETAIL

FA FEATURE FEATURE DETAIL

REF NUM [redacted] LNA TN OTN

CKT

CCKT FPI PIC [redacted] PIC TC OPT

IC IO TC PER JK CODE JK NUM JK POS JR NIDA IWJK IWJQ IWJK IWJQ IWJK IWJQ

IWJK IWJQ SGNL PULSE TBE CFA

FA FEATURE FEATURE DETAIL

[redacted]

FA FEATURE FEATURE DETAIL

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IL

FA FEATURE FEATURE DETAIL

IL

FA FEATURE FEATURE DETAIL

SUPRA
TELECOMS & INFORMATION SYSTEMS INC.

End User Information

V1 (12-96)

PG 103 OF 104

Administrative Section PON VER DQTY

Location and Acces NAME [redacted] STREET [redacted] FLOOR

ROOM BLDG CITY [redacted] STATE ZIP CODE [redacted] LCON

TEL NO [redacted] EUMI ACC [redacted]

Inside Wire IWO IWBAN IWCON TEL NO

Bill Section LOCBAN FBI BILLNM

SBILNM STREET FLOOR ROOM

CITY STATE ZIP CODE BILLCON

TEL NO SSN

Disconnect

REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TNC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
REF NUM	DISC #	TER	TC OPT	TC TO	TC PER

Remarks

SUPRA
Page 6 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

Page 04 of 04

DIRECTORY LISTING REQUEST

Competitive Local Exchange Company
Date 03/10/98 P[redacted] VER 00 RPON [redacted]
Company STIS, INC FAX [redacted]
Issued By _____ Telephone # [redacted]
Remarks _____

Firm Order Confirmation
Date Prepared ___/___/___ BellSouth Svc Rep _____
Tel # _____ Remarks _____

Big Account _____
Misc Account # Assigned _____
BellSouth Order # _____ Due Date ___/___/___
BellSouth Order # _____ Due Date ___/___/___

End User
End User Nam[redacted]
End User Addre[redacted]
City/State/ZIP [redacted] Main Account Number [redacted]

Listing Request
- [x] New Account
- [ ] Add to Current Acct
- [ ] Change Listing
- [ ] 5605/3235
- [ ] Disconnect Account
- [ ] Delete from Current Acct
- [ ] Correct Listing
- [ ] Query # _____

Type Listing
- [ ] Business
- [ ] City Gov't
- [ ] State Gov't
- [ ] Res to Bus
- [x] Residence
- [ ] County Gov't
- [ ] US Gov't
- [ ] Bus to Res

Directory Delivery Address (if diff[illegible]ess)
Delivery Name [redacted]
Delivery Address [redacted]
City/State/ZIP [redacted]
Directory Na[illegible]
Directories Requested Now ___/___ ***# Directories Annual Delivery*** ___/___

☐ Advance Listing (AVL) Listing Remarks _____

Listing Information *Attach additional pages as required.* ☐ Omit from Customer Lists

Listing Order (1)	Caption Indent Level (2)	ACT (3)	Listed Name (4)	Listed Address (5)	Telephone Number (6)	Listing Codes (7)	Yellow Page Heading Code (8)	SIC (9)	Foreign/S[illegible]ary Direct Nam (10
A1	0		[redacted]	[redacted]					

SUPRA
Page 7 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

BellSouth Telecommunications Clarification Request

DATE 03/11/98

Fax to name: brad hamilton - stis

Fax to number: 305-441-9318

From Name: lcsc

Contact Number: 800-773-4967

RE: CLEC 7011, [redacted]

Clarification requested due to error in the following:
OTHER

Comments:
pic and lpic choice was omitted from both lines.
thank you.

THIS IS A FOLLOW UP COPY - NOT THE ORIGINAL.

A Supplemental LSR containing the original PON with an incremented version number is required to resolve this Clarification.

RETURN THIS FORM WITH THE SUPPLEMENTAL LSR.

BellSouth can not process this PON without a Supplemental LSR.

BellSouth Telecommunications, Inc.

LCSC

To: brad hamilton - stis

Company: 7011

Fax: 305-441-9318

From: lcsc

Voice: 800-773-4967

Fax: 888-704-9368

Subject: Clarification [redacted]

Memo: The attached fax requesting clarification was sent at least ten working days prior to today, and has still not been resolved. This PON will be cancelled. Please submit a new LSR with a new PON if you want BellSouth to process this request.

Date: 03/26/98 **Time:** 04:42 AM CST **Pages Sent:** 2

SUPRA
Page 9 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

BellSouth Telecommunications Clarification Request

DATE 03/13/1998

Fax to name: supra

Fax to number: 305 441-9318

From Name: lcsc

Contact Number: 800-773-4970

RE: CLEC 7011, [redacted]

Clarification requested due to error in the following:
OTHER

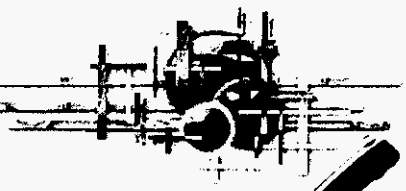
Comments:
supra please verify your lsr. our records shows non-pub
working svc at this location. pls verify if this is a additional
line or abandoned location.

A Supplemental LSR containing the original PON with an incremented version number is required to resolve this Clarification.

RETURN THIS FORM WITH THE SUPPLEMENTAL LSR.

BellSouth can not process this PON without a Supplemental LSR.

BELLSOUTH
LOCAL EXCHANGE NAVIGATION SYSTEM



Inquiry Only

Return To Inquiry Menu

Get Credit History

Customer Record

[redacted]

LN [redacted]
LA
SA
LOC
YPH

---DIR [redacted]

---BILL
BN1 [redacted]
N2
BA3
A4
O

[redacted]

BTN 305 Q82-2670-670

---S&E

(LINES & STATIONS)

1 1FB Business Line

[redacted]

1 9ZR [redacted]

1 1FB Business Line

[redacted]

QTY USOC [redacted] J

[redacted]

1 ESX [redacted]

1 GCZ [redacted]

1 MFD3X [redacted]

1 NSS [redacted]

1 9ZR [redacted]

---COMPLETED ACTIVITY

Return To Inquiry Menu

Get Credit History

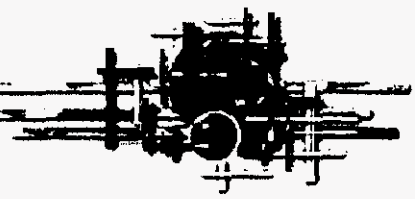
Inquiry Only

BELLSOUTH

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SUPRA
Page 2 of 2
Docket No. 980119-TP
Exhibit _____ (BH-13)

BELLSOUTH
LOCAL EXCHANGE NAVIGATION SYSTEM



Inquiry Only

Address Validation

Street Number: [redacted] Suffix: ____ Street Name: [redacted]

Dir-Prefix: ____ T/F [redacted] Dir-Suffix: ____

Unit: [redacted] Elevation: ____ Structure: ____

City : [redacted] State : FL ZIP: [redacted]

Descriptive Address : ____

Route : ____ Box : ____

Telephone Number: ____

Validate | Cancel | Reset

0000 COMPLETED SUCCESSFULLY

Valid Address!! OK

Inquiry Only

BELLSOUTH

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EXHIBIT NO. 10

DOCKET NO.: 980119-TP

WITNESS: BRADFORD HAMILTON

PARTY: SUPRA

DESCRIPTION:

Deposition Transcript dated April 17, 1998

PROFFERING PARTY: BELLSOUTH

I.D. # BH-15

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 10
COMPANY/ WITNESS: Hamilton
DATE: 4-30-98

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.	DOCKET NO. 980119-TP

DEPOSITION OF: BRAD HAMILTON

TAKEN AT THE INSTANCE OF: BELLSOUTH TELECOMMUNICATIONS

PLACE: GERALD L. GUNTER BUILDING
ROOM 252
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA

TIME: COMMENCED AT 10:15 A.M.
CONCLUDED AT 11:50 P.M.

DATE: APRIL 17, 1998

REPORTED BY: NANCY S. METZKE, RPR, CCR
C & N REPORTERS
POST OFFICE BOX 3093
TALLAHASSEE, FLORIDA 32315

C & N REPORTERS
REGISTERED PROFESSIONAL REPORTERS
POST OFFICE BOX 3093
TALLAHASSEE, FLORIDA 32315-3093
(850) 697-8314 / FAX (850) 697-2263

RECEIVED
APR 21 1998
DIRECTOR - REG. RELATIONS
TALLAHASSEE, FL

HQ REGULATORY-ATLA
MIAMI LEGAL
AML
FAX ____ FED X ____

APPEARANCES:

ELIZABETH KEATING, ESQUIRE, and JOHN BOWMAN, ESQUIRE, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Room 370, Tallahassee, Florida 32399.

NANCY B. WHITE, ESQUIRE, BellSouth Telecommunications, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301.

SUZANNE FANNON SUMMERLIN, ESQUIRE, Supra Telecommunications and Information Systems, 1311-B Paul Russell Road, Suite 201, Tallahassee, Florida 32301.

ALSO PRESENT:

BRIAN MUSSELWHITE, FPSC Staff.

NANCY SIMS, BellSouth.

* * * *

STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

I N D E X

	PAGE NO.
STIPULATION PAGE	3
ERRATA SHEET	63
CERTIFICATE OF DEPONENT	65
CERTIFICATE OF OATH	64
CERTIFICATE OF REPORTER	66

WITNESS

BRAD HAMILTON

Examination by Ms. White 6

EXHIBITS

NUMBER		IDENTIFIED
1	(Late-filed) Supra's sales script	19
2	(Late-filed) Letter from large customer to Supra referred to on page 9 of the amended original	52
3	(Late-filed) Average code usage per month for the last year in 305	

Whereupon,

BRAD HAMILTON

was called as a witness by the Plaintiff and, after being first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. WHITE:

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

MS. WHITE: And I'd like to take appearances now.

MS. SUMMERLIN: Suzanne Summerlin representing Supra Telecommunications and Information Systems, Inc.

MS. KEATING: And Beth Keating appearing for Commission staff.

MS. WHITE: And Suzanne, do you agree to the usual stipulations?

MS. SUMMERLIN: Yeah, uh-huh.

BY MS. WHITE:

Q Mr. Hamilton, at the beginning of this I'm going to ask you questions from your original direct testimony, and I will be asking you also afterwards -- but I'll tell you when I'm switching to your amended direct -- questions from your amended direct testimony.

MS. WHITE: And just for the record, I'm not

waiving my motion because I'm asking Mr. Hamilton questions about the amended direct.

MS. SUMMERLIN: Okay.

BY MS. WHITE:

Q Mr. Hamilton, in your testimony at page 1 of your original direct, you state that you worked for Northwestern Bell from 1978 until 1984. Can you tell me what was your first job with Northwestern Bell?

A I worked in TSPS, operator services.

Q Okay. And what was your title?

A I was a long distance operator.

Q Okay. And how long did you stay in that job?

A I was there about three or four years.

Q Okay. And what was your next job at Northwestern?

A I worked as a supervisor for a while in the same department, and I worked some temporary assignments. I worked in the real estate department archiving records.

Q Okay. And how long were you in that job as the supervisor?

A About a year and a half.

Q Okay. And where did you go from there?

A From there then the company was going through divestiture, and I was given the opportunity to go to AT&T, and I selected to go to AT&T.

Q Okay. What did you do? You went to AT&T in 1984. What was your job with AT&T?

A I worked in AT&T in long lines for their customer service department.

Q Okay. What was your title there?

A I believe it was an operator too.

Q A long distance operator?

A Yeah, it was strictly long distance.

Q And was that the job you held from 1984 until you left AT&T in May of 1997?

A No. No, I got a promotion in '93 to the sales department.

Q Okay.

A In long distance sales.

Q All right. What did that entail?

A Well, the first job was a customer service rep. I was an occupational employee, and I had service customers, a similar position as I do at Supra. The customers call in requesting feature services for their long distance services, and I place those orders and complete them.

Q Was that the job you held until you left AT&T?

A No.

Q Okay. What was the next one?

A And the next one I was appointed to a manager for

the department, and I was over seven telemarketers.

Q Okay.

A I was a sort of outside sales person for them, support sales person for them.

Q For long distance services?

A Yeah, strictly long distance.

Q Okay. And did you have another job with AT&T after that?

A After that -- That job was eliminated totally. The whole department was consolidated into another department, and my job was eliminated; and then I was given an outside sales job in another department.

Q For long distance services?

A Yeah, strictly long distance.

Q And did you hold that job until you left in 1997?

A Yes, uh-huh.

Q Why did you leave AT&T in 1997?

A Well, my original job had been eliminated, and this job was -- I was asked to leave voluntarily, and I refused to, so I was terminated.

Q Okay. Why were you asked to leave voluntarily?

A Because we had too many people, the department was too big.

Q It was a surplus situation?

A Very surplus, yes.

Q Okay. So you left AT&T in May of 1997. What date did you first start working for Supra?

A I started working there sometime in August, the first week in August, I believe.

Q Of 1997?

A Yes.

Q And what was your position there?

A Well, that was kind of -- I was one of the first people hired, so I was sort of there getting the telemarketing set up, situation.

Q Okay. For sales?

A Yes.

Q And how did you set it up?

A Well, I don't know if the word setup is correct. I was there to sort of recruit employees for sales, sort of put together the office and how many people we would need, things like that.

Q And where did you go from there with Supra?

A Well, I --

Q How long did you hold that job?

A For about a month.

Q Okay. And then what happened?

A And then what happened? Another employee there terminated me.

Q Okay. Who was that employee?

A Lidia Nobili.
Q Okay. Does she still work for Supra?
A No.
Q And why did she terminate you?
A She said it was the quality of my work.
Q Okay. Okay. The quality of your work in terms of getting sales or --
A No, she did not answer that. That was just her broad statement.
Q Okay. So what happened then?
A Well, then I went home, and about six weeks later Mr. Ramos called me at home on a Sunday morning, and he asked me to come in and meet with him, and I did; and he asked me to come back to work for him.
Q Okay. And what job did he offer you?
A The customer service manager position.
Q Okay. So are you head of all of the customer service representatives in Supra?
A Yes.
Q Why did he want you back? I don't mean that as an insult. It came out like one, but I mean what made him call you to say come back to work?
MS. SUMMERLIN: Objection to how he is supposed to know that.
A I really don't know.

Q I mean did he tell you why he wanted you to come back to work?

A I don't believe that was discussed.

Q Okay. So you have been employed -- When was that again, I'm sorry? When did you return back to Supra?

A Sometime in the first couple of weeks of October.

Q Okay. So you have been employed by Supra continuously since October of '97?

A Right.

Q Okay. Now what are your duties as management, manager of the customer service department at Supra?

A Well, we are responsible for taking all of the incoming calls from customers, okay, and they place requests to order new service, changes to their existing service. We also field questions regarding their bills that they receive from us.

Q Okay.

A And we take repair calls too.

Q Okay. How many -- Is there a separate section of the Department that handles repair calls --

A No, at this time we are --

Q -- or is it whoever answers the phone?

A Well, no, at this time we identify it as a repair call, and we have a script for that repair call, so identify it before it is passed to a rep.

Q Okay. Is it a rep specifically to deal with the repair calls?

A No, she does other duties too.

Q Okay. How many employees report to you in the customer service department?

A At this time I believe it's five or six.

Q Okay. And do you report directly to Mr. Ramos?

A Yes.

Q I mean do you have a supervisor above you?

A Fabio Galoppi.

Q Okay. And what is his title?

A He is the marketing manager.

Q And your title is?

A Customer service manager.

Q And does Mr. Galoppi report directly to Mr. Ramos, or does he have a supervisor?

A As far as I know he does.

Q Okay. That's fine, just from what you know.

A From what I know, yes.

Q I'm not asking you to guess or anything.

Now let's go back to August. In August when you were dealing with the customer service group -- and I guess I'm looking to see if there has been any change in how the customer service group works between August and October while you were there in August and then when you came back

in October. I'm not asking you to guess about what happened while you were gone.

A Oh, okay.

Q How are the service representatives, customer service representatives compensated at Supra? Is it on a wage basis or --

A On a wage basis. Are you asking about August?

Q Yes, in August, let's start with that.

A Okay. Well, let me give you -- What happened is that we didn't start hiring customer service reps until the week that I was terminated.

Q Okay.

A So I was not involved in that process at all.

Q All right. Who, how did Supra get sales between August and the time you left in --

A How did they get sales?

Q Uh-huh.

A It was telemarketing.

Q Okay. Did Supra employ those telemarketers as Supra employees, or were they outside telemarketers?

A I wasn't involved in that, so I don't know the answer.

Q Okay. So would it be fair to say customers were obtained through cold calls to customers?

A Yes, it was cold calling.

Q Okay. And do you know what the customer sales reps said when they called customers, or in August, the telemarketers, what they would say?

A I have an idea, yes, of what was said.

Q Okay. Can you tell me that?

A It was, I can give a general idea.

Q Sure.

A It was something about we are calling due to BellSouth customer demand to offer you a discount on all of your services.

Q Okay.

A Okay, and that was basically the gist of it.

Q Okay. Were the telemarketers representing themselves as calling from BellSouth?

A I don't know if I can answer that question exactly because they were calling saying they are calling about BellSouth.

Q Okay.

A About their BellSouth bills is what they were calling about.

Q All right. Would the telemarketers identify themselves as being, as calling for Supra?

A If they were asked. Well, you know --

Q If they were asked?

A Because I remember the sales pitch was, you know,

about the Supra One bill, that was in there.

Q Okay.

A So it was mentioned.

Q And that was always mentioned as far as you're aware of?

A As far as I'm aware it was.

Q Okay. Do you believe that the telemarketing efforts by Supra led consumers to believe that the telemarketers were BellSouth employees?

A Do I believe that?

Q Yes.

A I'm not sure. I haven't thought about it.

Q Okay. Do you know whether any complaints were received by customers as a result of the way telemarketers represented themselves in these calls?

A Am I aware if we received any complaints?

Q You or BellSouth.

A If I am aware if we have received any complaints? I'm not aware of any we received.

Q Okay. Are you aware of any complaints that BellSouth received as a result of that?

A I don't know what BellSouth has received.

Q Okay. So it's your position that when the telemarketers called customers in August they were not, the telemarketers were not representing themselves as

BellSouth?

A No, they were not.

Q Okay. Now in October when you came back to work -- Well, let me back up back to August again for a few minutes.

Did any Supra employees make sales calls?

A I don't know that answer myself.

Q Okay. Well, weren't you in the customer service department?

A Yes.

Q And you didn't know what the --

A I don't know which employees were maybe official Supra employees and which were maybe independent contractors. I was not involved in that part.

Q Okay. What about -- I'm sorry, what was the name of the lady who terminated you?

A Lidia Nobili.

Q Do you know whether she made any sales calls on behalf of Supra?

A I don't.

Q Okay. Do you know who put together, or let me ask this: Was there a script for the telemarketers or the Supra employees to use in August to make sales calls?

A Yes. Yes.

Q And do you remember what that script said?

A Something like I said to you before, the gist of it was something to do with, you know, we are calling about your BellSouth bills to give you a discount.

Q Okay. Do you know who put that script together?

A I know that Lidia was involved in that and some other people.

Q Okay. Do you know what other people, the names of the other people?

A There was a Fernando Veliz and Ida Young.

Q And are they still employed by Supra?

A No.

Q And do you know when they left?

A Fernando left back in September or August, and Ida left I think December.

Q December of this past year?

A Yes.

MS. SUMMERLIN: Can we go off the record just a minute?

MS. WHITE: Sure.

(DISCUSSION OFF THE RECORD)

BY MS. WHITE:

Q Do you know whether Supra has the sales script, still has a copy of the sales script that they used in August?

A I don't know.

Q Okay.

MS. WHITE: I would like to ask for that as a late-filed exhibit.

MS. SUMMERLIN: We'll see about whether we'll be producing that. Let's see, Late-filed Number 1. And we may object to that, but we'll put it down as what you want at this point.

BY MS. WHITE:

Q Now, and would it be fair to say then from August until -- When were you terminated by Ms. Nobili?

A September 4th.

Q Okay. From the time you started with Supra in August to September 4th, the main sales -- the main way Supra made sales was to make the cold calls?

A Yes.

Q Okay. And then when you returned in October, was that still a method of making sales?

A Telemarketing, but they had to have a letter of authorization signed.

Q And in August they did not have a letter of authorization?

A No.

Q Okay. So in October -- Now these questions going forward will be about October on.

A Okay.

Q The sales representatives you have now, are they paid a wage, or are they paid per account obtained?

A I do not have any sales representatives.

Q Okay. You just have customer service representatives?

A Right. When I came back in October, the sales department was separate from customer service.

Q Okay. And who is over the sales department?

A It was Ida Young, she was at that time.

Q And has she been replaced?

A Yes, Fabio Galoppi is now in charge of sales.

Q Okay. Now on page 3 of your original direct testimony, you state that -- well, it really is the bottom of page 2, top of page 3 -- the most serious problem -- a most serious problem, I should say, that Supra has with BellSouth is that when Supra dials 611 for repair they are connected to BellSouth's repair office. This is not how Supra understood the repair process was to work under the resale agreement. Can you tell me how Supra understood the repair process was to work under the resale agreement?

A That when the customer is transferred to Supra and when they dialed 611, the call would automatically be forwarded to our office, to our designated repair number.

Q Okay. So that BellSouth would never answer that

call?

A That's right.

Q And can you tell me what section of the resale agreement that you are referring to there?

A I don't have that information. I was told that by superiors in the company.

Q Okay. Can you tell me who told you that?

A It probably was Lidia Nobili at the time.

Q Nobili?

A Yeah, she was in charge of that at the time.

Q And your understanding of that has not changed since she told you that?

A No, but I know it doesn't work that way.

Q Okay. And have you looked at the resale agreement to see what it says about this issue?

A No, I haven't searched it.

Q Does Supra have a repair telephone number, a number to call for repairs?

A A designated number?

Q Yeah.

A Yes, 443-3710.

Q Okay. And does Supra advise their customers of that repair number?

A We do now.

Q Okay. How do you do that?

A Well, on their bill, when they get their bill, it says for repairs call this number.

Q And when did Supra start doing that?

A Oh, ever since our first bills.

Q Okay. Well, you said we do now, so that may be --

A Well, we do now, when I said do now, is if they call in or if we talk to them on the phone number, this is our repair number, okay.

Q So when they call in for any reason now you give them the repair number so they'll have it?

A Yes, the problem is that the habit is 611 because they know that's repair, and they don't associate with that BellSouth repair, they associate that with repair for telephone service.

Q Okay. So other than through the phone and the bills, is there any other way that Supra advises their customers about the repair number?

A I don't believe so.

Q The way it's supposed to work, from what you understand, is that if a customer calls 611, they are supposed to automatically reach Supra; is that your understanding?

A My understanding is that when the customers, a Supra customer, and they dial 611, the calls are

automatically routed to our office.

Q Okay.

A Now we provided BellSouth, I know that I read that, at the time of our agreement, with our repair number.

Q Okay. Well, I'm confused, and I'm not a technical person, and I don't know how much technical background you have; but if they call 611, is it your understanding that that call is supposed to be like call forwarded to your --

A Right. Well, anywhere in the State of Florida, if you dial 611, like here in Tampa, that will take you to GTE repair because you're on a GTE phone. If you are in Orlando, you get, what is it? One of those independents up there. You dial 611, and it goes to that one.

Q All right. So --

A So we were under the impression and understanding that when they dialed 611 they would go to Supra.

Q Okay. Do you know, technically speaking, how that is supposed to work, how BellSouth is supposed to get that 611?

A Technically I probably can't give you the exact thing, but I know that it works because we had the same service at AT&T.

Q Okay. Are you familiar with the term "selective routing?"

A No, I'm not familiar with that specifically.

Q Okay. Now you state on page 3, I think it's lines 4 through 6, that Supra is to receive the call and then call BellSouth to arrange to have the problem fixed. What number does Supra use to call BellSouth, or do you have a specific person to call?

A There are two numbers we call. One for business and one for residence. I can give you the number if you like.

Q No, that's --

A Okay.

Q Is it the regular repair number?

A No, it's an eight hundred number.

Q Okay. Is that a number you were given specially, or --

A I believe it's specifically for ALECs, but I'm not sure, but I believe that's what it's for.

Q All right. Now is it contained in any of Supra's agreements with BellSouth that BellSouth will actually perform the repair work for Supra, for Supra's customers?

A I'm sorry, could you repeat that?

Q Yeah, that didn't come out very well.

Does Supra have an agreement with BellSouth that when a Supra customer's phone is not working --

A Right.

Q -- that BellSouth will actually make the repairs?
A Okay, I don't know the agreement in and out.
Q Okay.
A But I'm under the impression that it does because they do go out there and fix it.
Q Okay. Now you state, this is on lines 8 through 12 of page 3 of your original direct, that customers are vulnerable to communications from BellSouth's repair office that imply there may be problems in fixing their service, quote, because it is a reseller account, end quote. What is the basis for your statement that -- I mean are you saying that that is what BellSouth's repair office is telling Supra customers?
A Yes.
Q And what is the basis of your belief?
A Well, they even tell me because, when I call the number, they can't distinguish that I'm not calling in on 611; so I immediately start giving them the information, and they go, oh, that's a reseller account.
Q Okay.
A And so like a wall goes up and they say, you know, sorry we can't help you. You know, you need to call that reseller. You know, you are just out of luck is really what happens. Okay, and then I just, but I am the reseller. I'm trying to pass the report on to you, and

then they take the information.

Q Well, what do you want BellSouth to tell the customers if they call BellSouth's repair office and they're a Supra customer?

A The only thing they should give out is you need to call your repair -- This is the repair number for your service, Supra's repair number, and they'll be happy to take care of it for you.

Q Okay. Now the bottom of that page, lines 22 through 24, and this is a customer you call Mr. X, you state that the situation was reported to the BellSouth repair office by Supra's customer service department. Can you tell me who in Supra's customer service department reported that outage?

A I believe it was Victor Miriki.

Q Okay. And is he a customer service representative?

A Well, actually he is in the -- he is a vice president there. It was on a, I believe on a Saturday, and he picked up the call.

Q Okay. And do you know to whom -- This was a residence customer, I assume?

A I assume so, yes.

Q Okay. So you, he reported the outage to the BellSouth residential repair office at the 1-800 number?

A Yes.

Q Now on page 4 of your original direct testimony, lines 8 through 10, you state that the first option didn't work so Supra again filed a complaint with BellSouth's repair office at 11:35 a.m. on December 16th, '97. Do you know who at Supra filed the complaint?

A I believe it was Victor again.

Q Okay. And again, this complaint was via the 1-800 number to BellSouth's residential repair office?

A Uh-huh.

Q On page 5, lines 12 through 15, you state that the BellSouth technician called Supra and told us he was asked not to go or to not go into the customer's premises by his supervisor. Do you know who that technician was?

A On this particular incident, I'm not sure I have that name on that one.

Q Okay. Now on page 7 of your original direct testimony, lines 3 and 4, you state that Supra retained Mr. X as a customer, but under similar circumstances, Supra has lost more customers. Do you have any documentation for that statement that you have lost more customers?

A Yes, I can think of one right off the top of my head was Mr. Y, the same thing happened.

Q So Mr. Y, what happened with Mr. Y?

A Mr. Y called in, he had a problem with his service. Okay, they did a testing on the line. I called repair. They determined that it was an inside wire problem. They dispatched the technician, which I believe I submitted his number. I believe it was 389 or something, it's somewhere in my testimony.

He got out there, said that, told the customer -- and the customer had the inside wire maintenance plan -- told the customer that he could not enter the premises and repair the service because Supra wasn't on the premises to authorize him to enter the premises because he was not their customer, he was not a customer of BellSouth.

The customer was upset, called us because his phone wasn't fixed. He took a day off work to be home to wait for the appointment. You know, I apologized. I called back to repair, and they said that the guy shouldn't have said that, he should have gone in there and done it. Apparently he went out there the next day and fixed it, but the customer was so upset by the whole situation that he said that, you know, I should never have switched in the first place, so he went back to BellSouth.

Q Can you tell me when this occurred?

A Yeah, I believe I submitted all that.

Q Is this in your amended direct?

A Yeah, I believe it's in my amended.

Q Okay. Well, then let's just --

A Do you want to go to that?

Q Yeah.

MS. SUMMERLIN: It should be referred to in here, right at the beginning of this. Exhibit BH-1 and then --

A Okay, BH-1 is the one we are talking about in here, and then I submitted an additional one. I don't know that I have --

Q BH-11?

MS. SUMMERLIN: No, BH-1. It would be with the initial testimony. BH-1 would be with the initial testimony. These exhibits were supposed to be included with the amended also or, you know, not -- we have additional ones attached to the amended.

MS. WHITE: Oh, okay.

MS. SUMMERLIN: So I think BH-1 --

MS. WHITE: But isn't BH-1 Mr. X?

MS. SUMMERLIN: Let's see, the question you are asking is on page 7. Didn't you say lines 3 and 4? Isn't that what we were talking about?

MS. WHITE: Yes, and what I asked him is if there were customers other than Mr. X.

MS. SUMMERLIN: Is this the same customer that you were just referring to? That's a different --

THE WITNESS: This is a different one. No, wait a minute. Yeah, this is the one that is in the original, okay, but there is an additional one that I submitted.

BY MS. WHITE:

Q Okay. BH-1 is Mr. X?

A Right.

Q Just so we don't get confused.

A Mr. Y I'm looking for.

Q Okay.

MS. SUMMERLIN: But you believe we made an exhibit of Mr. Y?

THE WITNESS: I don't know if we made an exhibit, but I remember I put it in because I had the technician's number.

MS. SUMMERLIN: Okay. Well, I don't think we have. I'll have to look and see if I can find what you are talking about.

Q All right. Well, let's -- why don't we wait until we get there, and when we talk about your amended direct, I'll ask you if any of these look like Mr. Y.

A Okay.

Q But anyway, do you recall about when this happened, what month with Mr. Y?

A I think it was February but, you know, I really

need to pull my records.

Q Of '98?

A I believe, yes.

Q Okay. And was Mr. Y a business or a residential account?

A Residential account.

Q Now you state that on lines 15 and 16 of page 7 of your original direct testimony that it's inappropriate for BellSouth to offer to switch a customer back in order to more quickly affect repairs. Do you have any information or documentation that says BellSouth has been doing that, making that offer?

A Direct, I'd have to check my records. I may have a customer that would state that, yes.

MS. SUMMERLIN: Nancy, can you redirect me to where you're --

MS. WHITE: I'm sorry, page 7 of the original direct, lines 15 and 16.

MS. SUMMERLIN: 15 and 16.

MS. WHITE: All right. Well, why don't I ask for that as Late-filed Number 2.

THE WITNESS: The entire process of when they call repair is the BellSouth rep treats it as if, you know, this poor customer, if they hadn't switched, they wouldn't be in this situation.

BY MS. WHITE:

Q Okay. And what is your basis for that statement?

A The calls that I have made to repair.

Q Okay. And what have they told you?

A Well, when I call in and report to repair, they cannot distinguish my calls coming from an ALEC or coming from a customer.

Q Right, uh-huh.

A And when I give them the number and they put it in their computer, and they come back, oh, you're with a reseller.

Q Okay.

A Okay, and, you know, because you are with a reseller, you are going to get a delay in your service, in your repair.

Q And somebody has actually said that?

A I don't know if it's the word "delay." I'm trying to think of what the word they say is. It's more of an impression they give you, okay.

Q Okay. Well, has any BellSouth repair rep ever said to you, you should switch back to BellSouth so that we can more quickly repair your service?

A Has said to me?

Q Uh-huh.

A No, not to me directly.

Q Okay. Then never mind with number 2.

Now on page 8 of your original direct, lines 6 and 7, you stated that you attended a LENS training class put on by BellSouth for ALECs.

A Right.

Q Can you tell me when you attended that class?

A It was November, I believe the first week.

Q Of '97?

A Yes.

Q And were any other Supra employees with you at that class?

A No, I was the only Supra employee.

Q Okay. And you stated that with the previous customer code Supra was able to view the customer service record, that is lines 15 and 16?

A That's correct.

Q Does LENS give access to customer service records?

A Yes, it does.

Q Okay. So do you need the previous customer code to view the customer service records?

A The previous records, yes.

Q Now on lines 20 and 21 you state that Mr. and Mrs. Storey (phonetics) who were the trainers knew the answer to a question but would not or could not answer it.

Can you tell me what is the basis of that statement? How did you know they knew the answer but would not or could not answer?

A Well, whenever Mrs. Storey (phonetics) said that she had been a service rep for many years, she knew the systems quite well, okay? In fact, she gave me instructions on how to complete a certain request that I had given her, but she said, I'm not supposed to tell you this.

Q Okay. Did she say why she was not supposed to tell you that?

A Because they are not supposed to help. Well, she didn't say why, but because they are not supposed to help ALECs basically.

Q Well, how do you know that?

A Because that is the whole attitude of all of the people at the LCSC. I mean I have been told that many times.

Q Well, was this training class at the LCSC?

A It was at the Birmingham center, yes.

Q And has anyone at the LCSC or in these training classes told you that they have no interest in helping ALECs?

A They have told me that they are not supposed to help us on how to process these orders, on the instructions

on how to do the orders.

Q Well, isn't that what the training class is for?

A The training classes are totally inadequate.

Q All right. What was inadequate about the LENS training class?

A The inadequacy was that, number 1, with LENS you cannot make changes to an existing account. The majority of our requests from customers are to make changes to existing accounts. To make those changes we have to do it on paper.

Q I'm sorry, what?

A To make these changes to their services, they want to change features, whatever, we have to do it on paper, we can't do it in LENS.

Q On paper, I'm sorry.

A What was I saying?

Q Well, I think it just ran together, so I didn't understand.

A Oh, okay.

Q It's been a long week.

A Okay.

Q On paper, okay. So you have to manually put the order in?

A Yeah.

Q You cannot do a change in service via LENS?

A Not at all.

Q Okay. What is the other problems with the LENS training class?

A The other problem with the LENS training class is that a lot of our customers call in and request service that requires a jack installed.

Q Okay.

A Okay, they told us we can do it in LENS. Every time we do it, we get an error message that says, reference number 001JK-P0S -- that is line 27 of page 8 -- required.

Q Right.

A Okay, but every time I put in that box the field that says in the instruction book if you don't know the position number, put in 99, and every time I put it in, it still comes back you can't do it, so we have to do it on paper.

Q Okay. Did you ask them?

A Yes I did.

Q And what did they say?

A They said they didn't know.

Q They didn't know how to do it or didn't know --

A They said that they had tried -- you know, I showed them that it didn't work, and they had tried it too because they had never had -- no one had showed them that before, okay, and they said just do it on paper because

they couldn't figure it out either --

Q Have they --

A Why it was giving that message.

Q Sorry, I didn't mean to interrupt you.

A Sure.

Q Have you since received any information on how to do that in LENS?

A I noticed in release number 2 which just came out two weeks ago they eliminated that whole thing from there.

Q Eliminated the?

A The jack positioning request field altogether.

Q Okay. Do you know why they did that?

A I have no idea.

Q Okay. Now on lines 10 and 11 on page 9 of your original direct you stated that it was apparent to you that the instructors were uncomfortable with you in the class.

A Yes.

Q Can you tell me, I mean what is the basis of that statement?

A Well, I was an experienced worker in the business, in the telephone industry, and I worked a lot in the service rep positions, so I had a lot of experience working with customer requests to change services, features, whatever, so I was asking a lot of questions that no one else was asking because these were all brand new

ALECs, and they were in there for their first class, and so they thought they were getting great information; but I knew from working in the business with Mr. Ramos for about a month at that time that things were not working very smoothly. And this ordering system wasn't working at all, so I was asking a lot of questions, and I could tell that it was uncomfortable to them and somewhat annoying.

Q And how could you tell that?

A It was just their body language.

Q What was their body language?

A Sort of like, it was sort of like they got, oh, he is asking. We are not supposed to be answering these questions. They are supposed to learn how to do these things on their own, you know, that is part of the attitude you get.

Q Now have you attended any other training classes besides the LENS one in November?

A Yeah, I went to TAFI training that same week. TAFI is the repair service, and I went to EDI training that week.

Q Now does Supra use those three systems in its business, LENS, EDI and TAFI?

A We have EDI set up and TAFI, but we are not really actively using EDI and TAFI at this time.

Q And why is that?

A I don't think we have call volume really to warrant to add them on.

Q The call volume?

A Yeah, because for TAFI we have to make a long distance call to hook it up and be on 24 hours a day to Atlanta, so, and we may be -- we don't get enough repair calls to warrant to have it on all the time.

Q Okay. Can you tell me how many repair calls, and I know this will just be a ball park, but a ball park estimate of how many repair calls you all get a day or a week or a month?

A Well, I would consider that proprietary information.

MS. SUMMERLIN: Do you --

A And I'm sure BellSouth would have that information because they log our calls.

Q Well, I guess I meant TAFI.

A Oh, we don't use TAFI.

Q Okay.

A We have it set up, but we haven't turned it on.

Q Okay. And that's because of the call volume and the long distance?

A And long distance charges, yeah.

Q All right. What -- I'll strike that other question.

MS. SUMMERLIN: Okay.

Q What about EDI, why don't you use EDI, the call volume again?

A Well, no, I don't think it's the call volume, and I personally have not practiced on EDI, but I understand that Victor Miriki has and he's had problems trying to get orders processed on there.

Q Okay.

A But I have not personally used it.

Q Okay. Did you have any problems with the EDI or TAFI training?

A Well, I felt the EDI training was probably inadequate, but since I haven't gone back and practiced on it, I don't know what is missing there; but the TAFI training I would say was pretty good.

Q Okay. Now on page 9 of your original direct, lines 23 through 26, you state as customer service manager at Supra that you're aware of over 30 calls from Supra customers who were coached in the calling our business office and asking us who will repair my phone if it goes out of order. First I would like to ask you, don't you think that Supra customers have a legitimate question of who will repair their phone if it goes out of order? I mean do you think that is a legitimate question for a Supra customer to ask?

A Yes.

Q Okay. Do you have -- is BH-2, is that the list of 30 calls from the Supra customers?

A That was 30 calls that I could retrieve, but we have many more.

Q Okay. How did you retrieve these calls on BH-2?

A I went through our calling records.

Q Okay. And are your calling records kept on a computer or software or --

A Yeah, we have it in a record on a spread sheet.

Q Okay. And these, BH-2 are calls from the 15th of October through the 18th of December?

A I believe that's correct.

Q Okay. And these are all the calls concerning who will repair my phone that occurred between the 15th of October and the 18th of December?

A I'm sorry, which page are you on?

Q I'm sorry, it's BH-2. It's right after Mr. X. There it is.

A Okay, could you repeat your question?

Q Were these 30 calls the total number of calls you got asking who will repair my phone between October 15th and December 18th?

A There were many more.

Q Okay. And why aren't they on BH-2?

A For whatever reason our records, I wasn't able to retrieve all of them.

Q Okay. So these 30 numbers were ones you were able to retrieve easily?

A Yes. These are accurate ones, yeah.

Q Okay. How do you know that these customers were coached into calling Supra's business office and asking who would repair their phone?

A Well, I became suspicious when they were all calling in and asking the same question, so I made a test call to the BellSouth business office explaining that I was a customer of an alternate local exchange provider just to see what their response -- you know, I asked what are the benefits going back to BellSouth? And they said, well, you know, repair issue is the big issue, and they explained to me, you know, call them up and ask them, you know, who is going to repair the phone if it breaks. It was at that time she said you can visit our Web site on this. Call them on it and get more information.

Q Okay. So you were calling BellSouth business office?

A Yeah, just the regular retail business office.

Q And you were essentially saying, hey, I'm a customer of Supra, and what can I get if I come back to BellSouth?

A I didn't say I was with Supra. I didn't name the company I was with, but I was asking, you know, basically, you know, what are the benefits or what are the disadvantages of being, you know, with an alternate company and what are the benefits of being with BellSouth?

Q Okay.

A And the big thing was, you know, who will repair your phone.

Q Now this is on page 10 of your original direct, and this section of your testimony is concerning a program called, quote, call them on it, end quote.

A Right.

Q On lines 4 and 5 you state that the tactic of questioning the repair abilities of the ALEC is part of a program called "call them on it." Can you show me where in your BH-3 talks about the tactic of questioning the repair abilities of the ALEC?

A Okay, on attachment B, page 1 of 6, it says who will repair my phone line?

Q Will you repair my phone line; is that what you're --

A Yeah, will you repair, you know, that's the question that they're -- These are questions they are prompting customers to ask alternate local exchange carriers.

Q Okay. And again, you agree that that is a valid question for a consumer to ask, who will repair my phone?

A For a consumer to ask, yes, it's valid.

Q Okay. On BH-6, you state that the list of customers who were told by BellSouth that BellSouth had never heard of Supra.

A Yes.

Q Were these customers, or were these -- customers obtained from the same service, same records that you obtained the customers who asked who is going to repair my phone?

A Well, these are taken out of -- You mean are they taken out of the same customers?

Q Well, no, no. Is it --

A The same database.

Q -- the same records?

A Same database, right.

Q Okay. And this BH-6 represents from November 13th, '97 to March 2nd, 19 -- no, I'm sorry, I skipped over. It's just November 13th, '97 through December of '97?

A Right. Right.

Q Okay. And were Supra customers telling customer service representatives that BellSouth told them this?

A Uh-huh.

Q And did you make a test call?

A No. What did I -- No, I didn't make a test call on this, but there was something that -- Oh, BellSouth had put out some type of press somewhere that they had listed all of the ALECs in the telephone directory. So I would think that all of their customer service reps would have a list of all of the ALECs at their position because obviously now that there is competition they would be receiving calls from customers that may be confused who their local company is because we experienced that at AT&T.

Q And it's up to BellSouth to tell them, the customer, who their local exchange company is?

A Yes, we had to at AT&T.

Q Okay. Now BH-7 is a list of customers that you said were told by BellSouth to report Supra to the Florida Public Service Commission, and that's, the dates on that run from November 10th, '97 to March 2nd, '98. Did you make a test call on this?

A No, I did not.

Q Okay. And this was what Supra's customers were telling your customer service representatives?

A Yes.

Q And did they say why BellSouth was telling them to report Supra to the PSC?

A I have no idea, but I know in the rebuttal testimony they admit that they are instructed to do that.

Q Well, do you know whether these customers were victims of slamming?

A I do not know that, no.

Q Okay. BH-8 is a list of customers who were allegedly told by BellSouth that Supra is unreliable, and that runs from November 12th, '97 to December 15th, '97. Again, were these Supra's customers who told this to Supra's customer service representatives?

A Yes. Yes.

Q And did they say in what context BellSouth --

A Well, I know that the customers that I spoke to directly, I mean they told me that BellSouth had told them that they weren't reliable and that they have us under investigation.

Q Well, was that in connection with -- I guess why was the customer, why was Supra's customer on the phone with BellSouth? Was it a repair situation?

A No, they called the business office.

Q Okay. Just for various reasons?

A Various reasons.

Q Okay. And BH-9 is customers who BellSouth allegedly told you are going to lose your yellow page listings if you go with Supra?

A Yes.

Q And that is dated November 13th '97 to December 24th, '97.

A Yes.

Q And again, this is what Supra's customers are telling Supra's customer service representatives?

A Yes, and I did make a test call, and they did say that to me.

Q Okay. Tell me about your test call.

A Well, I called over there and said I was thinking of changing my local phone company, okay, and asking what are the advantages and what are the disadvantages; and that, you know, you would lose your yellow page listing was one of them, you know, the repair issue.

Q Was this the same call you made on the repair?

A No, this was another.

Q A different call?

A Because once I started getting all of these calls and they're saying the same thing, I get suspicious, you know, because these people aren't thinking this up on their own.

Q Okay. So this was a test call, again, that you made saying I'm thinking of going to another local exchange company, what are the advantages and disadvantages of staying with BellSouth or going with this other company?

A Right. Right, and asked for rates, and she said, I can't give you rates because you are not our customer.

Q She couldn't give you?

A Their rates.

Q BellSouth's rates?

A Yes.

Q Well, did you tell her that you were already a Supra customer?

A Yeah, I told her I was just calling to check on the rates because I was comparing prices of different local companies. I can't give that to you because you are not with us.

Q Okay. She refused to give you BellSouth's rates?

A Yes.

Q Okay. Did she have Supra's rates to give you?

A I didn't ask for Supra's rates; I asked for BellSouth's rates.

Q Okay. And?

A She explained --

Q She believed you were already a customer of Supra?

A I had given her our business number.

Q Oh, okay.

A She wanted to know what number I was calling from, and I gave her our business number, and of course her

computer said she was with an ALEC, I can't give you rates.

Q Okay. But she told you that you'd lose your yellow page listing if you went with Supra?

A Yes, uh-huh.

Q Now on BH-10, that's a list of employees who were allegedly told by BellSouth -- excuse me, a list of customers who were told by BellSouth that they didn't have to pay Supra's bill if they disputed it, and that runs from October 8th, '97 through November 17th '97, and this is Supra's customers telling Supra's customer service representatives this?

A Yes.

Q And did you make a test call on this?

A No, I did not, but I mean they were before that -- even more so than you don't have to pay, they said BellSouth told them they don't have to pay it all. They told them not to pay, instructed them not to pay it.

Q Okay. Were these customers Supra's customers calling the BellSouth business office?

A Yes, they had called them.

Q For various reasons?

A The problem is that when they connect to Supra they still get a final bill from BellSouth in the interim, and they get kind of a credit bill, and it's very confusing to the customer, so they call BellSouth about the BellSouth

bill, why am I getting this type of bill and also getting this bill over here, and then they take that.

Q Okay. And in what context did the discussion about you don't have to pay the bill if it's disputed come up? I mean was that just gratuitously stated by the BellSouth representative?

A Oh, the BellSouth rep?

Q Uh-huh. I mean were they talking about bills and whether you could dispute it and it came up, or did it just come up out of thin air?

A I think it was in with the PSC thing and, you know, you don't have to pay it.

Q Okay. So you don't know whether any of these customers were victims of slamming?

A No, I do not know that.

Q Okay. I'm going to go now to your amended direct, on page 7. I'm looking at page 7 of your amended direct. It's really pages 7 through 19, line 14 on page 19. I guess that is really the new part that was added to your amended direct, and what is being talked about in those pages are incidents that you say have occurred since March, the beginning of March, 1998?

A That's correct.

Q And you say that the first incident involved one of Supra's large accounts, and you have BH-11 which is a

series of faxes.

A That's correct.

Q All right. In the first incident, the customer is being billed for numbers that they had previously disconnected?

A The customer believed they had been disconnected by BellSouth.

Q Okay. In '96?

A Yes.

Q And you'll have to excuse me, I'm just looking at this real quickly.

A Sure.

Q Okay. You state that -- this is on page 8 of the amended direct, lines 10 through 14 -- that BellSouth had blamed Supra for BellSouth's mistake of not disconnecting, originally disconnecting the three lines. What is the basis for that statement?

A I'm sorry, which line are you on?

Q Page 8 of your amended direct, lines 10 through 14. It starts, "It was obvious."

A Well, because I had back and forth conversations with the customer, and she has back and forth conversations with her account rep at BellSouth, and she was giving me feedback what BellSouth was telling her, and I'm feeding her back what my investigation revealed, that the lines

have not been disconnected.

Q Okay. All right. Now on page 9, this is at the top of the page, lines 1 through 4, you received a letter from the customer, and is that letter in this BH-11?

A I do not -- no, it is not.

Q It is not?

A No.

Q Okay. You state that you received a letter saying they would be transferring back to BellSouth because their account rep had stated that Supra had made too many mistakes. When you use the term "their account rep," are you talking about --

A The BellSouth rep.

Q Okay. The large customer's BellSouth rep?

A Yes.

Q And do you know who that was?

A Yes.

Q And who was that?

A Brenda Hodgkins.

Q Hutchkins (phonetics)

A Hodgkins. H-o-d-g-k-i-n-s, I believe.

Q Okay. And do you know if you still have that letter?

A Yes, we do have it.

MS. WHITE: Okay. I would like to ask for that

as Late-filed Number 2, and it would be letter from the large customer to Supra referred to on page 9 of the amended original.

BY MS. WHITE:

Q Now on the same page, lines 19 through 24, I'm curious, you said after the customer's account was transferred back to BellSouth you received a fax from the customer asking you to disconnect two of the numbers. If she had transferred back to BellSouth, why was she calling Supra?

A Because she had eight different accounts, and she didn't transfer those back because she didn't believe they were live.

Q Okay.

A So it was after she transferred everything back to BellSouth that she realized that those lines were indeed -- well, she realized they were, indeed, live accounts and they were still with us in our customer base, so she sent us a FAX to disconnect them.

Q Okay. So when this started happening, she had eight accounts with Supra; is that correct?

A Right.

Q And then when she transferred back to BellSouth, she transferred all eight accounts?

A She transferred all except those three numbers

because she didn't believe they were live accounts.

Q Okay. And so what happened? I mean did you disconnect them, or did BellSouth disconnect them, or --

A Well, we did because they were with us, we followed her request, and we did disconnect them.

Q Okay. And then you stated the second incident began on March 10th, and that's BH-12. Let's see, and this was for a Supra employee?

A Yes.

Q Okay. Can you tell me his name or her name?

A May I?

Q Since it's a Supra employee.

MS. SUMMERLIN: It's a customer of the company in this situation. I don't think that it's a problem though to give the name.

A It was Fabio Galoppi.

Q Okay. And you actually yourself worked the order?

A Yeah, I did it myself because he wanted it done right. He wanted to make sure it went through.

Q And he is your boss, right?

A And he is my boss, right.

Q Smart thing to do.

A Yes.

Q All right. So on March 12th, this is still on

page 10, on March 12th you said you received a clarification requesting customers' long distance carrier choices. Was that inappropriate or improper for BellSouth to ask for that?

A No, it was not. It was an omission on my part.

Q Okay. And on March 13th you faxed the corrected forms. All right, now what happened on that? I mean did Mr. -- it kind of stops on the top of page 11. So was the order worked?

A No, it was not. I ended up canceling the order.

Q Okay. So Mr. -- is it Galoppi?

A Galoppi, yes.

Q -- Galoppi, still has service with BellSouth?

A Yeah.

Q And why did you cancel the order?

A Because they refused to process it.

Q Okay.

A Ms. Gentry told Mr. Sansing (phonetics) that they could not process that order, and I had the exact same incident happen to me yesterday with another employee.

Q Was it in an apartment situation like this one was?

A Yes. Yes.

Q Well, you said on page 11, lines 9 through 11, you said, because of Ms. Gentry's instruction, our employee

had to wait seven days to have his service installed. Was that to have his BellSouth service installed?

A Well, because back and forth trying to get the service from us to get it installed, we couldn't get it done. He was in Washington, D.C. that week, and he was like, I better have my phone turned on when I get back.

Q So it took BellSouth seven days to install BellSouth service?

A No, it took seven days for him to get service from the date that he ordered it from us.

Q Okay.

A Okay, he eventually had to get it directly from BellSouth because there was an abandoned station on the premise.

Q Okay. Now on page 14 of your amended direct you talk about the BellSouth team that met with Supra in March of 1998.

A Yes.

Q Was that March 24th through 26th?

A I believe so.

Q Okay. And were you present at that entire meeting?

A Yes, I was.

Q Okay. And you state that they could not answer the question concerning remote call forwarding?

A No, they could not.
Q Okay. And did they state they would get you an answer?
A Yes.
Q And have they gotten you an answer?
A No, they have not.
Q Okay.
A This is the case we were talking about earlier.
Q Okay. Oh, is that Mr. Y?
A Yeah.
Q Where are you looking in the transcript?
A I am starting on line 10 on page 15.
Q That's the customer with the inside wire problem?
A Well, this was -- I was bringing it up to their attention, and they, the team from BellSouth adamantly asserted that they cannot go in and repair the customer's line because Supra has to be on the premise to give them authorization to do that.
Q Okay. I'm going to ask you some questions that Mr. Ramos said that you should answer.
A Okay.
Q The first one, and I can show you on his testimony, on page 18 of his amended direct testimony, he mentions monthly charges for innotrac and Florida 511, and I just -- can you tell me what those are, innotrac first?

A I'm sorry, I don't know this.
Q Okay.
A Perhaps -- I am familiar with calls appearing on people's bills to X11 services, which is like date lines or whatever, but if this is part of that, I don't know.
Q Okay. Would that be what this Florida 511 is?
A Possibly. 511 is the Palm Beach Post's number for information.
Q Oh, okay. But you don't know what innotrac is?
A No, I know emergency 911 is a surcharge that appears on everybody's bill.
Q Sure. Sure.
A And that's appropriate, but I'm not sure of the innotrac.
Q Okay.
A But we have had problems where one customer got everybody's bill to the date line for all of our customers, and it all came up on her bill; and she is like 95 years old and not interested in dating.
Q I'm sure she loved that. On page 33 of Mr. Ramos's amended direct, it's line 7, 8 and 9. On seven it's 30% erroneous EC order numbers. I want to know what EC stands for.
A I'm sorry, I'm not familiar with that.
Q What about line 9, 55% erroneous IC reference

number, what IC stands for?

A I'm sorry, I don't know that either.

Q On page 37 of Mr. Ramos's testimony, I asked him about -- it's line 23 through 25. I believe it was the statement it was presented that Supra must fill out a standard form and fax it to BellSouth as the electronic systems could not be relied upon. Can you tell me who stated that electronic, the electronic systems could not be relied upon?

A Oh, Henry in the LENS trouble reporting number, Cynthia Arrington, and this team that was here at the end of March. I pointed out there were, they had changed -- they did not software upgrade and it was giving us SOCS errors, S-O-C-S errors, and manual errors; and they said, oh, it's not working right, you know, just ignore that, and it's not reliable.

Q They said it was not reliable?

A I can't testify that they said that word directly, but it was definitely implied. Whenever we call up there and we have a question and they can't answer, they always say do it on paper.

Q Do the customer service representatives deal with placing orders as well as -- I mean do the customer service representatives that you are responsible for --

A Right.

Q -- actually place orders?
A Yes.
Q And I think you stated that you do use LENS sometimes but mostly you fax your orders?
A The majority I have done on paper, yes.
Q Okay. And is it your position that a lot of the faxes have gotten lost?
A In the past they have. I have noticed it's improved.
Q Okay. Are you familiar with the high capacity, high resolution fax server that was installed by BellSouth in October of '97?
A No, I'm not, not at all. I am familiar with the fact that it spits out, it spits out clarifications at three o'clock in the morning that they have already sent to us at the end of every month. We get a whole stack of stuff we've responded to.
Q Have you attended the CLEC basic training class?
A No, I have not.
Q I'm confused. Go back to your original testimony for a minute, page 10. This would be your original rec.
A Okay.
Q Line 23. You are talking about --
A There it is.
Q Well, maybe I'm confused. On lines 20 through 22

you are talking about Exhibit BH-5, and then on 23 you start talking about repair. Does Exhibit BH-5 go with the paragraph that starts on line 23 concerning the inside wire maintenance plan?

A No. No.

Q Okay. So it's two different things?

A No, I do not have an exhibit, I believe, for this one here.

Q Okay. So --

A This is the one that we have been talking about. Okay, this exhibit is, I think has to do with this part, and then we are starting a new paragraph.

Q Okay. So BH-5 kind of just stands by itself?

MS. SUMMERLIN: Yeah, BH-5 are two customer letters. Yeah, it sort of relates subject matter wise to the earlier stuff, but it's not a specific --

MS. WHITE: That's what I was confused about.

THE WITNESS: But this, starting on line 23 was Customer Y that we were discussing.

MS. WHITE: Okay. All right. Let me just look real quick through my notes.

(MS. WHITE REVIEWED DOCUMENTS)

MS. WHITE: That's all I have. Thank you very much, Mr. Hamilton.

MS. KEATING: Staff has no questions.

MS. WHITE: Do you have any redirect?

MS. SUMMERLIN: I don't have any redirect.

MS. WHITE: Okay. Thank you very much.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

* * * *

ERRATA SHEET

DOCKET NUMBER 960119-TP
BRAD HAMILTON
APRIL 17, 1998

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that BRAD HAMILTON personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 18th day of April, 1998.

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF DEPONENT

This is to certify that I, BRAD HAMILTON, have read the foregoing transcription of my testimony, Page 1 through 62, given on April 17, 1998 in Docket Number 980119-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____

BRAD HAMILTON

Sworn to and subscribed before me this
_____ day of _____, 19_____

_____
NOTARY PUBLIC
State of _____
My Commission Expires:

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of BRAD HAMILTON; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 17th day of April, 1998.

NANCY S. METZKE, RPR, CCR

EXHIBIT NO. 11

DOCKET NO.: 980119-TP

WITNESS: BRADFORD HAMILTON

PARTY: SUPRA

DESCRIPTION:

Late Filed Deposition Exhibit 1 and 2

PROFFERING PARTY: BELLSOUTH

I.D.# BH-16

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 11
COMPANY/ WITNESS: Hamilton
DATE 4-30-98

LATE FILED EXHIBIT BH-1

SUPRA OBJECTS TO PROVIDING ITS SALES SCRIPT AS THE SCRIPT IS NOT RELEVANT TO ANY ISSUES IN THIS PROCEEDING. THE ISSUES REGARDING SUPRA'S SCRIPT WERE ADDRESSED AND RESOLVED IN A SEPARATE PROCEEDING BEFORE THE COMMISSION. SUPRA HAS CONCEDED IN ITS SHOW CAUSE PROCEEDING THAT SOME CUSTOMERS WHO COMPLAINED TO THE PSC ALLEGED THAT THEY WERE MISLED BY THE SUPRA SCRIPT. SUPRA DOES NOT CONCEDE THAT THE SCRIPT WAS MISLEADING.

SUPRA NOTES THAT BELLSOUTH HAS NOT PROVIDED ITS SALES OR TRAINING SCRIPTS TO SUPRA.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (BH-1)
(Deposition B. Hamilton April 17, 1998)
April 29, 1998

LATE FILED DEPOSITION EXHIBIT BH-2 (STAFF'S)

THE CUSTOMER HAS NOT GIVEN PERMISSION TO SUPRA TO USE THE LETTER REFERRED TO IN MR. HAMILTON'S TESTIMONY.

SUPRA T & I.S. Inc.
Docket No. 980119-TP
Late Filed Deposition Exhibit (BH-2)
(Deposition B. Hamilton April 17, 1998)
April 29, 1998

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-T EXHIBIT NO. 12
COMPANY/ WITNESS: Hamilton
DATE: 4-30-98

Date: September 9, 1997
Time: 2:00 P.M.
Place: 3740 S.W. 29th Street, Coral Gables, Florida 33134

(B.I.H.) I, Bradford I. Hamilton, make this free and voluntary statement to Rene Carnoto, and Earl Holder, Managers - Security, who have identified themselves to me as representing BellSouth Telecommunications, Incorporated. I understand that this statement may be used as evidence. I was born on September 28, 1957. My Social Security Number is 473-72-6464. I live at 3740 S.W. 29th Street, Coral Gables, Florida 33134; my telephone number is 305 774-6605. I am was employed by Supra Telecommunications and Information Systems, as a manager in their sales group. I understand I am here to answer questions regarding the information I wish to make known about Supra Telecommunications and Information Systems, 269 Giralda Avenue, suite 203, Coral Gables, Florida. I previously worked for Northwestern Bell, and later A.T. & T. . I was hired as a manager in Sales by Supra. I started to work around the first week of August, 1997. At first, I called customers saying I was calling for Supra, and customers would hang up. Another sales person, A. J. Gonzalez, I think he is Vice President at Supra, picked up the telephone and called a customer saying he was from BellSouth, and the customer agreed to the service. Then Lidia Nobili, who used to work for BellSouth, and the owner "Kay" Ramos developed the strategy to use BellSouth's name. Nobili was originally hired as a receptionist, then moved to manager. The job of the Sales Representatives was to contact customers and identify themselves as BellSouth and offer them a discount if they "migrated" to Supra. We had a script that said: "I am calling on behalf of BellSouth, may I speak to the person in charge of the BellSouth bill." When the person acknowledged, we then stated "we are calling on behalf of BellSouth to offer our customers the convenience of combining all their bills under one Supra bill." "In addition, to the convenience of offering one bill, we are offering a 10% discount on all of your BellSouth services, optional services, including your BellSouth Yellow Pages advertising. To take advantage of the offer today let me confirm with you the following information." We then confirmed the information we had. We obtained our information from Big Yellow, the Internet Yellow Page Provider. We selected a category, and then verified the information with the customer. I was in charge of selecting the leads for the office. I would select a category, then obtain a number of leads from the program. I have demonstrated the process to you on my home Internet screen. The customers never said "OK," they just sort of accepted they were getting a discount from BellSouth. The (B.I.H)

Bradford I. Hamilton

Witness: Earl Holder, Manager-Security 9/9/97 4:20 P.m.
Rene Carnoto Mg-SEC 9/9/97 4:25 P.M.

B.F.H. customers thought they were getting BellSouth, and a product called Super, not Supra. When you say it quickly Supra and Super sound similar. When a customer questioned why we did not have their information, Nobili suggested we say we would fax something; we never did. After the customer agreed, we then used the BellSouth Local Exchange Navigation System (LENS), the system used by Competitive Local Exchange Carriers, to place the order to change the customers. Through LENS we had access to the BellSouth Customer Service Records (CSR). I questioned if we needed to sign confidential agreements not to provide proprietary information from BellSouth's database; Nobili said no. Customers started calling BellSouth wanting service, and BellSouth would tell them to call Supra. These customers would call upset. I know customers went to the Public Service Commission. Some came in the week of the September 3, 1997, and I know one customer came in threatening to sue, and they took him to the back to calm him down. When we convert a customer to Supra, BellSouth send us their calling card if they had one. We in turn were suppose to send it to the customer, but we gave them to Nobili to contact the customer. I do not know what happened to these cards. Some accounts I remember we converted are 305 633-0732, and 305 477-0949. I remembered these as I look through the website and while I was giving this statement. We also changed Residence customers, we obtained these customers leads from the telephone book. Ayda Young was in charge of the Residence Sales group she worked the late shift. Her residence telephone number is 305 642-3181. We operated with about 10 to 14 representatives on telephones. They work under two shifts, Monday through Friday from 8:30 A.M. to 5:00 P.M., and 5:00 P.M. to 9:00 P.M.. The Residence group worked Monday through Thursday, 5:00 P.M. to 9:00 P.M., and Saturday 9:00 A.M. to 2:00 P.M.. The residence script was similar, only they concentrated on Spanish customers. They said we are calling in the name of BellSouth to let you know your bill will look different next month. Their top person was Carmen Falcon, she only spoke Spanish. She would get about 100 customers a day. A Business Sales person made $5.00 per account, and $1.00 for each additional line. The Residential Sales person, I believe made $2.00 for each customer. I just remembered some of the accounts converted were the Sedano's grocery stores, and some Pollo Tropical stores. Also as I looked at the webpage, accounts 305 836-1234, 305 854 2610, 305 532-8576, 305 8566275, 305 756-1197, and 305 233-7315; it was all the "Little Havana listings. You can look in the Big Yellow website at www.bigyellow.com. I started asking if we were misrepresenting ourselves as BellSouth. They provided excuses how they were Authorize Sales Representatives (ASR). B.F.H.

Bradford P. Hamilton

Witness: Earl Hoder, Manager-Security 9/9/97 4:25 P.M.

Lenel Smith - Mgr SEC 9/9/97 4:25 P.M.

B.T.H Nobili went into the BellSouth homepage and pulled up the ASR description. When Nobili said they will not talk to us unless we say BellSouth, I realized something may be wrong. When the customer complaints started coming in, I knew something was wrong. I am considering filing a complaint with the state's Equal Employment Opportunity Commission (EEOC) office regarding my termination, however, I felt obligated to report the matter to BellSouth. I have worked in the telecommunication field for years and I would not violate any laws. Some of the names of persons working there are: James Byrd, who is on parole for telemarketing; B.T.H LaSeaha Walker, who worked calling insurance companies, Ayda B.T.H Young, mentioned above, who worked calling importers; Sydney Shiloj; and Fernando Veliz who may call you. Veliz got all the Family Dollar stores in all the nine BellSouth states. Anaice Rodriguez tried to get the Chevron gasoline B.T.H stations in the nine states, I think they agreed to South Florida. John Rinkhe, also works there and he is a former BellSouth employee. Their website, which seems to be down right now will give you the name of several of their key people, dial www.supratelecoms.com. They have also gone to the local Chamber of Commerce, and asked then to endorse them as their provider of choice. I was present when Ramos offered the Coral Gables Chamber of Commerce a percentage of our commission, with a guarantee of $50,000 minimum. In addition, I just remembered that when we went into LENS, some accounts were restricted, Nobili said go ahead. I do not know if they were restricted from a Customer Proprietary standpoint, or from PIC carrier standpoint. The system took our request. As we are finishing, I have accessed the website, they are using STIS as their name now. B.T.H

I have read the above 3 page statement and it is true and correct. I have initial all corrections and additions.

Witnessed: Earl Holder MGR SEC 9/9/97 4:25 P.M

Brad Hamilton 4:25pm 9/9/97

Earl Holder, Manager-Security 9/9/97 4:25 p.m.



Supra Telecom & Information Systems, Inc.

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BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Ga. 30375 -0001
Attn: Mary Jo Peed, General Attorney

October 6, 1997

Dear Ms. Peed,

This letter is confirmation of our telephone conversation this morning concerning Supra Telecoms and Information Systems, Inc. improper marketing activity.

Supra is taking the following steps to comply with your request:

- **Supra will do nothing to imply that it is in partnership with, is affiliated with, sponsored or endorsed by Bell South or any of its affiliates.**
- **Supra will not use BellSouth's name and/or trademarks in any materials including promotional literature, stationary, etc. Supra will immediately destroy materials with BellSouth's name or marks.**
- **Use of the BellSouth name and/or trademarks will be removed from the Supra Website effective immediately. The Website has been currently rendered inaccessible until the changes are made.**
- **Employees of Supra will no longer use the BellSouth name in negotiations with existing or potential Supra customers, but instead will use terms such as local service provider, local exchange carrier, etc. This will be accomplished through thorough training and constant supervision by management.**
- **Supra will make every effort to insure compliance with Article IV - E of its agreement with BellSouth.**
- **Supra is currently interviewing outside verification firms whose task it will be to verify that customers have given authorization to switch their local service to Supra. During the interview process, Supra will insure that the firm they retain is fully aware of, and complies with F.C.C. procedures regarding the switching of carriers. In the interim, Supra will mail or fax a letter of authorization to the potential customer, and upon receipt of the signed LOA, will issue the order to switch the service. Supra will also do its own in-house telephone verification and send a welcome letter once the customer has given verbal agreement for the switch.**
- **Regarding Yellow Page Advertising discounts, Supra will inform those customers that were offered Yellow Page Advertising discounts, in writing, that the discounts do not apply and, further, any monies collected from those customers will be refunded.**
- **Pending orders resident in the LCSC are not to be processed until such time as Supra has re-contacted those customers to obtain Letters of Authorization. Once the signed LOA's have been received, the orders will be released.**

I hope that the above actions meet your requirements. We obviously are interested in continuing our business in full compliance with our agreement and hope that every step can be taken to get us back on-line and into the order processing flow as quickly as possible. If there is anything else you need please call me.

Sincerely,

Rob Campbell

R.J. Campbell
Vice-President- Marketing

Attachment 7

Billing

BILLING

1. Payment and Billing Arrangements

1.1 Billing. Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Supra Telecommunications and Information Systems, Inc. requests.

1.2 Master Account. For resold services, when the initial service is ordered by Supra Telecommunications and Information Systems, Inc., BellSouth will establish an accounts receivable master account for Supra Telecommunications and Information Systems, Inc.

1.3 Payment Responsibility. Payment of all charges will be the responsibility of Supra Telecommunications and Information Systems, Inc. Supra Telecommunications and Information Systems, Inc. shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Supra Telecommunications and Information Systems, Inc. from Supra Telecommunications and Information Systems, Inc.'s customer. BellSouth will not become involved in billing disputes that may arise between Supra Telecommunications and Information Systems, Inc. and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 Payment Due. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 3.6, below, shall apply.

1.5 Tax Exemption. Upon proof of tax exempt certification from Supra Telecommunications and Information Systems, Inc. , the total amount billed to Supra Telecommunications and Information Systems, Inc. will not include any taxes due from the end user. Supra Telecommunications

and Information Systems, Inc. will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

1.6 Miscellaneous. As the customer of record for resold services, Supra Telecommunications and Information Systems, Inc. will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to Supra Telecommunications and Information Systems, Inc..

1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Supra Telecommunications and Information Systems, Inc. end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 Discontinuing Service to Supra Telecommunications and Information Systems, Inc.. The procedures for discontinuing service to Supra Telecommunications and Information Systems, Inc. are as follows:

1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Supra Telecommunications and Information Systems, Inc. of the rules and regulations contained in BellSouth's tariffs.

1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra Telecommunications and Information Systems, Inc. that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth

day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and Supra Telecommunications and Information Systems, Inc. 's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

1.10.3 If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

1.10.4 If Supra Telecommunications and Information Systems, Inc. fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by Supra Telecommunications and Information Systems, Inc. to receive notices of noncompliance, discontinue the provision of existing services to Supra Telecommunications and Information Systems, Inc. at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Supra Telecommunications and Information Systems, Inc. 's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Supra Telecommunications and Information Systems, Inc. without further notice.

1.10.5 If payment is not received or arrangements made for payment by the date given in the written notification, Supra Telecommunications and Information Systems, Inc. 's services will be discontinued. Upon discontinuance of service on Supra Telecommunications and Information Systems, Inc. 's account, service to the Supra Telecommunications and Information Systems, Inc. 's end users will be denied. BellSouth will reestablish service at the request of the end user or Supra Telecommunications and Information Systems, Inc. upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Supra Telecommunications and Information Systems, Inc. is solely responsible for notifying the end user of the proposed service disconnection.

1.10.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

1.11 Deposit Policy. When purchasing services from BellSouth. Supra Telecommunications and Information Systems, Inc. may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Company. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinoin of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security.

2. RAO Hosting

2.1 RAO Hosting, CATS and NICS services provided to Supra Telecommunications and Information Systems, Inc. by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

2.2 Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

2.3 Applicable compensation amounts will be billed by BellSouth to Supra Telecommunications and Information Systems, Inc. on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

2.4 Supra Telecommunications and Information Systems, Inc. must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from Supra Telecommunications and Information Systems, Inc. to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of Supra Telecommunications and Information Systems, Inc. and will coordinate all associated conversion activities.

2.5 BellSouth will receive messages from Supra Telecommunications and Information Systems, Inc. that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from Supra Telecommunications and Information Systems, Inc. .

2.7 All data received from Supra Telecommunications and Information Systems, Inc. that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

2.8 All data received from Supra Telecommunications and Information Systems, Inc. that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Supra Telecommunications and Information Systems, Inc. and will forward them to Supra Telecommunications and Information Systems, Inc. on a daily basis.

2.10 Transmission of message data between BellSouth and Supra Telecommunications and Information Systems, Inc. will be via electronic data transmission.

2.11 All messages and related data exchanged between BellSouth and Supra Telecommunications and Information Systems, Inc. will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.

2.12 Supra Telecommunications and Information Systems, Inc. will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.

2.13 Should it become necessary for Supra Telecommunications and Information Systems, Inc. to send data to BellSouth more than sixty (60) days past the message date(s), Supra Telecommunications and

Information Systems, Inc. will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Supra Telecommunications and Information Systems, Inc. to notify all affected Parties.

2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Supra Telecommunications and Information Systems, Inc.) identified and agreed to, the company responsible for creating the data (BellSouth or Supra Telecommunications and Information Systems, Inc.) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from Supra Telecommunications and Information Systems, Inc. , the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Supra Telecommunications and Information Systems, Inc. of the error condition. Supra Telecommunications and Information Systems, Inc. will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Supra Telecommunications and Information Systems, Inc. will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

2.16 In association with message distribution service, BellSouth will provide Supra Telecommunications and Information Systems, Inc. with associated intercompany settlements reports (CATS and NICS) as appropriate.

2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

2.18 <u>RAO Compensation</u>

2.18.1 For message distribution service provided by BellSouth for Supra Telecommunications and Information Systems, Inc. , BellSouth shall receive the following as compensation:

Rate Per Message $0.004

2.18.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message $0.001

2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Supra Telecommunications and Information Systems, Inc. for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on the Supra Telecommunications and Information Systems, Inc. end for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Supra Telecommunications and Information Systems, Inc. as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between

Supra Telecommunications and Information Systems, Inc. and the involved company(ies).

2.19.2 Both traffic that originates outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Supra Telecommunications and Information Systems, Inc. , is covered by this Agreement.

2.19.3 Once Supra Telecommunications and Information Systems, Inc. is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should Supra Telecommunications and Information Systems, Inc. operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and Supra Telecommunications and Information Systems, Inc. agree to negotiate an alternate form of settlement for these revenues.

2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.

2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will distribute copies of these reports to Supra Telecommunications and Information Systems, Inc. on a monthly basis.

2.19.6 BellSouth will collect the revenue earned by Supra Telecommunications and Information Systems, Inc. from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of Supra Telecommunications and Information Systems, Inc. . BellSouth will remit the revenue billed by Supra Telecommunications and Information Systems, Inc. to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on Supra Telecommunications and Information Systems, Inc. . These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Supra Telecommunications and Information Systems, Inc. via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Supra Telecommunications and Information Systems, Inc. agree that monthly netted amounts of less than ten dollars ($10.00) will not be settled.

3. Daily Usage File

3.1 Upon request from Supra Telecommunications and Information Systems, Inc. , BellSouth will provide Daily Usage File service to Supra Telecommunications and Information Systems, Inc. pursuant to the rates, terms and conditions set forth in this section.

3.2 The Supra Telecommunications and Information Systems, Inc. shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an Supra Telecommunications and Information Systems, Inc. customer. The Daily Usage Feed also includes operator handled calls originating from Supra Telecommunications and Information Systems, Inc. subscriber lines and purchasing Operator Services from BellSouth.

Daily Usage Feed is provided pursuant to the following rates:

$0.008 per message - Recording Service (only applied to unbundled operator services messages)
$0.004 per message - Message Distribution
$0.001 per message - Data Transmission

Charges for delivery of the Daily Usage Feed will appear on the Supra Telecommunications and Information Systems, Inc. s' monthly bills.

3.4 The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

3.5 Messages that error in the billing system of the Supra Telecommunications and Information Systems, Inc. will be the responsibility of the Supra Telecommunications and Information Systems, Inc. . If, however, the Supra Telecommunications and Information Systems, Inc. should encounter significant volumes of errored messages that prevent processing by the Supra Telecommunications and Information Systems, Inc. within its systems, BellSouth will work with the Supra Telecommunications and Information Systems, Inc. to determine the source of the errors and the appropriate resolution.

3.6 The following specifications shall apply to the Daily Usage Feed.

3.6.1 USAGE TO BE TRANSMITTED

3.6.1.1 The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable intraLATA Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

3.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

3.6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to the OLEC.

3.6.1.4 In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

3.6.2 PHYSICAL FILE CHARACTERISTICS

3.6.2.1 Daily Usage Feed will be distributed to Supra Telecommunications and Information Systems, Inc. via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMR format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). The Daily Usage Feed will contain packed data as detailed on the next page.

3.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ALEX-1 for the purpose of data transmission. Where a dedicated line is required, Supra Telecommunications and Information Systems, Inc. will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Supra Telecommunications and Information Systems, Inc. will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Supra Telecommunications and Information Systems, Inc. . Additionally, all message toll charges associated with the use of the dial circuit by Supra Telecommunications and Information Systems, Inc. will be the responsibility of Supra Telecommunications and Information Systems, Inc. . Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on Supra Telecommunications and Information Systems, Inc. and for the purpose of data transmission will be the responsibility of Supra Telecommunications and Information Systems, Inc. .

3.6.3 PACKING SPECIFICATIONS

3.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

3.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Supra Telecommunications and Information Systems, Inc. which BellSouth RAO that is sending the message. BellSouth and Supra Telecommunications and Information Systems, Inc. will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Supra Telecommunications and Information Systems, Inc. and resend the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

36.4 PACK REJECTION

3.6.4.1 Supra Telecommunications and Information Systems, Inc. will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard Bellcore EMR Error Codes will be used. Supra Telecommunications and Information Systems, Inc. will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Supra Telecommunications and Information Systems, Inc. by BellSouth.

3.6.5 CONTROL DATA

Supra Telecommunications and Information Systems, Inc. will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Supra Telecommunications and Information Systems, Inc. received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by Supra Telecommunications and Information Systems, Inc. for reasons stated in the above section. The confirmation record layout shall be as set forth below.

DAILY USAGE FEED CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	

Amount of Accepted Revenue	90-99	9(8).99
filler	100	9(1)
Number of Rejected Messages	101-107	9(7)
Amount of Rejected Revenue	108-117	9(8).99
filler	118-137	9(20)
Pack Status Code	138-139	9(2)
Return Code 1	140-141	x(2)
Return Code 2	142-143	x(2)
Return Code 3	144-145	x(2)
Return Code 4	146-147	x(2)
Return Code 5	148-149	x(2)
Return Code 6	150-151	x(2)
Return Code 7	152-153	x(2)
Return Code 8	154-155	x(2)
Return Code 9	156-157	x(2)
Return code 10	158-159	x(2)
filler	160-175	x(16)

3.6.6 TESTING

3.6.6.1 BellSouth will perform external testing with Supra Telecommunications and Information Systems, Inc. prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and Supra Telecommunications and Information Systems, Inc. during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

BellSouth Telecommunications, Inc.
FPSC Docket No. 980119-TP 980119-T
Exhibit PCF-1 13
April 1, 1998
Page 1 of 5

Carrier Network Notifications (Recent Activity List)

Other Notification Lists

1998 Carrier Network Notifications -- Complete listing of 1998 network notification

1997 Carrier Network Notifications -- Complete listing of 1997 network notification

Customer Letters / Announcements -- Announcements of interest to our customers

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Notice	Date	Title

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 13
COMPANY/ WITNESS: Finlen
DATE: 4-30-98

Information Packages

Resale Interconnection Services *Information on resale telecommunications services including specific complex services, Payphone Access Line / SmartLine® Services, and operator services*	Sep, 1997	Issue 1	TBD	
Facility-Based Providers *Market descriptions for Unbundled Network Elements (UNEs)*	Sep, 1997	Issue 1	TBD	
Messaging Services Reseller *Reference guide for resellers of BellSouth MemoryCall® service*	Feb 13, 1998	Issue E	May 1998	

Work Aids

Local Exchange Navigation System (LENS) Work Aid *Work aid for revisions and updates that have been incorporated into LENS via Release 2.0.*	Mar 16, 1998	Release 1	TBD	

Other Guides and Manuals

CLEC USOC Manual *Complete listing of non-proprietary USOC codes and related service descriptions*	Jan 19, 1998	Jan 14, 1998	Apr 1998	
Wireless Customer Guide *Reference source that provides guidelines on how interconnection services can be ordered with BellSouth.*	Mar 18, 1998	Issue 3	TBD	

1. A summary of revisions is included in each guide.
2. Archived issues of selected guides are available in .pdf format at this page.
3. To purchase paper copies of any of these guides, please print and fax the ordering form or call 1-888-404-9899.

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BellSouth Telecommunications, Inc.
FPSC Docket No. 980189-TP 980119-T
Exhibit PCF-1
April 1 1998
Page 3 of 5

On-line Customer Guides

Note: Guides now available in .pdf format for easy printing and searching on the .pdf format page. For on-line navigation, click the desired link below.

	Date Posted	Issue #[1]	Next Issue
CLEC Starter Kits			
Resale CLEC Starter Kit *General information for new resale CLEC customers*	Feb 3, 1998	Issue 2	Apr 1998
Facility-Based CLEC Starter Kit *General information for new facility-based CLEC customers*	Feb 3, 1998	Issue 2	Apr 1998
BellSouth Ordering Guide for CLECs *Information on business procedures, pre-ordering functions, and procedures for submitting manual service requests*	Mar 18, 1998	Issue 2a	TBD
Local Exchange Ordering (LEO) Implementation Guide			
LEO Implementation Guide (Volume 1) *Mappings for electronic ordering of products and services*	Oct, 1997	Issue 4	Jun 1998
LEO Implementation Guide (Volume 2) *Product and service descriptions -- available in .pdf format only on the pdf page*	Mar 3, 1998	Issue 5	Jun 1998
LEO Implementation Guide (Volume 3) *Descriptions and ordering requirements for Unbundled Network Elements (UNEs)*	Feb 3, 1998	Issue 3	Jun 1998
OSS Guides			
Local Exchange Navigation System (LENS) User Guide *End user reference guide for the Local Exchange Navigation System (LENS).* Also see Work Aid	Mar 3, 1998	Issue 4	Jun 1998
CLEC TAFI End-User Training Guide *End user training and reference guide for the Trouble Analysis and Facilitation Interface (TAFI)*	Feb 3, 1998	Issue 5	Jun 1998

BellSouth Telecommunications, Inc.
FPSC Docket No. ~~980119-TP~~ 980119-TP
Exhibit PCF-1_____
April 1, 1998

Customer Letters / Announcements

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Date	Title
Mar 12, 1998	Access to CGI Specifications, TAFI Specifications
Mar 06, 1998	Access to SOER Edits
Feb 23, 1998	API Overview and Requirements Focus Meeting (Update)
Feb 23, 1998	Release 2.0 of LENS and EDI
Feb 16, 1998	API Overview and Requirements Focus Meeting
Feb 13, 1998	Exchange Access Frame Relay NNI Installation Promotion
Feb 10, 1998	LENS Enhancement -- Telephone Number Default Reservation Period
Feb 10, 1998	Product Enhancement Announcement -- Customer Reconfiguration Graphical User Interface
Feb 10, 1998	Carrier Sales Training Program Introduction -- Special Access Product Line
Jan 19, 1998	A New Inquiry Option to the Local Exchange Navigation System (LENS)
Jan 16, 1998	Industry Conference Call Regarding Relief of Louisiana' s 504 NPA
Dec 23, 1997	Changes in the BellSouth Ordering Guide for CLECs
Dec 22, 1997	January 6, 1998 Enhancements to the Local Exchange Navigation System (LENS)
Dec 17, 1997	Enhancements for the BellSouth SPA Dedicated Ring Product and SWA Area Commitment Plan
Dec 10, 1997	New Area Code 678 in Atlanta, GA
Nov 18, 1997	Industry Meeting for Relief of Kentucky's 502 NPA
Oct 31, 1997	LENS "Feature & Services" Screen Enhancement -- November 3, 1997
Sep 22, 1997	Encore Electronic Interface Release 1
Sep 07, 1997	LENS Resale Orders

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SN91081299	Mar 13, 1998	Wilmington, NC. Fourth Street Central Office DMS-100/200 Conversion Schedule Alert
SN91081300	Mar 10, 1998	Expedited (Preferred Interexchange Carrier) PIC Switchback Charges
SN91081294	Mar 04, 1998	June 16, 1998 Replacement of E911 Tandem in Atlanta-Metro Area
SN91081291	Feb 19, 1998	Billing Option Change for Citizens Telephone Company in North Carolina
SN91081290	Feb 11, 1998	Billing Option Change for Thacker-Grigsby in Kentucky
SN91081286	Feb 10, 1998	Customer Account Record Exchange (CARE) File Re-transmission Charge
SN91081275	Feb 06, 1998	Billing Option Change for Telpax (Delta and Franklin) in Mississippi
SN91081274	Feb 06, 1998	Billing Option Change for Ardmore Telephone Company (0280/4000) in Alabama & Tennessee
SN91081273	Feb 06, 1998	Billing Option Change for Yorkville Telephone Company (0584) in Tennessee
SN91081272	Feb 06, 1998	Billing Option Change for Logan (0413) and Duo County (0401) Telephone Companies in Kentucky
SN91081270	Feb 06, 1998	Billing Option Change for South Central Rural Telephone Company (0418) in Kentucky
SN91081261	Feb 06, 1998	Billing Option Change for Century Telephone Enterprises (TN, MS, LA)
SN91081255	Feb 06, 1998	Billing Option Change for Highland Telephone Company (0565) in Tennessee
SN91081254	Feb 06, 1998	Billing Option Change for North Central Telephone Company (0573/4001) in Tennessee and Kentucky
SN91081285	Jan 16, 1998	Processing Change for Incomplete/Inaccurate Access Service Requests
SN91081284	Jan 16, 1998	Acceptance Testing Procedures Trial
SN91081276	Jan 13, 1998	Electronic Communications Changes
SN91081244	Jan 08, 1998	4/1/98 Rehome of 25 End Offices from ATLNGABU01T Access Tandem to ATLNGAEP01T Access Tandem
SN91081282	Jan 02, 1998	DMS-100 Switch Problems Associated with the 678 Area Code Overlay
SN91081281	Dec 23, 1997	InterConnection Reference Customer Validation (ICREF)
SN91081280	Dec 23, 1997	BellSouth Guidelines for Transmission of CARE Copy Records
SN91081279	Dec 23, 1997	Billing Option Change for New Hope (EC 0308) and Union Springs (EC 0322) Telephone Companies in Alabama
SN91081268	Dec 23, 1997	BellSouth CARE Notification for North Carolina NPA Split
SN91081277	Dec 17, 1997	BellSouth Ordering Guide Improvements

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INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS INC. AND ALEC-1

Jerry H.

Think I have an old copy.
Pls. give me complete/updated
version of std. agreement you'd
like proofed. Pls. give to me
by 2:30pm. Today
Tx. Jerry

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 14
COMPANY/ WITNESS: Jerry
DATE 4-30-98

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ALEC-1, a Florida corporation, and shall be deemed effective as of _____. This agreement may refer to either BellSouth or ALEC-1 or both as a "Party" or "Parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, ALEC-1 is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ALEC-1 agree as follows:

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable ALEC-1 to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that ALEC-1 will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning _____ _____.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

4. Parity

The services and service provisioning that BellSouth provides ALEC-1 for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide ALEC-1 with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ALEC-1 to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide ALEC-1 with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to ALEC-1 and their

customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide ALEC-1 and their customers access to white pages directory listings under the following terms:

5.1 Listings. BellSouth or its agent will include ALEC-1 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ALEC-1 and BellSouth subscribers.

5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ALEC-1 or its subscribers provided that ALEC-1 provides subscriber listing information to BellSouth at no charge.

5.3 Procedures for Submitting ALEC-1 Subscriber Information. BellSouth will provide to ALEC-1 a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALEC-1 will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based).

5.4 Unlisted Subscribers. ALEC-1 will be required to provide to BellSouth the names, addresses and telephone numbers of all ALEC-1 customers that wish to be omitted from directories.

5.5 Inclusion of ALEC-1 Customers in Directory Assistance Database. BellSouth will include and maintain ALEC-1 subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ALEC-1 will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5.6 Listing Information Confidentiality. BellSouth will accord ALEC-1's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to ALEC-1's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to ALEC-1 subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of ALEC-1, provide to ALEC-1 access to its unbundled elements at any technically feasible point for the provision of ALEC-1's telecommunications service where such access is necessary and failure to provide access would impair the ability of ALEC-1 to provide services that it seeks to offer. Any request by ALEC-1 for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. Liability and Indemnification

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ALEC-1 revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor ALEC-1 shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third for (I) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs on contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and

reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

7.3.3 Neither BellSouth nor ALEC-1 shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

7.4 Indemnification for Certain Claims. BellSouth and ALEC-1 providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor ALEC-1 assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

7.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY

– CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

8. **Intellectual Property Rights and Indemnification**

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ALEC-1 is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.4.2 obtain a license sufficient to allow such use to continue.

8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

9. Treatment of Proprietary and Confidential Information

9.1 Confidential Information. It may be necessary for BellSouth and ALEC-1 to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and ALEC-1 shall receive such Information and not disclose such Information. BellSouth and ALEC-1 shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ALEC-1 with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ALEC-1 will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or ALEC-1 to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a Party other than BellSouth or ALEC-1; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. **Limitation of Use**

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

13. **Taxes**

13.1 Definition. For purposes of this Section 14, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise)

imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

13.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

13.2.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

13.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

13.3 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

13.3.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

13.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during

the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. **Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or

negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

15. Year 2000 Compliance

All software and related materials (collectively called "Software") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

16. Modification of Agreement

16.1 BellSouth shall make available to ALEC-1 any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

16.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

16.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

16.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of ALEC-1 or BellSouth to perform any material terms of this

Agreement, ALEC-1 or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

16.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

17. **Waivers**

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

18. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

19. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

20. **Notices**

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

OLEC Account Team
Room E4E1

3535 Colonnade Parkway
Birmingham, Alabama 35243

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ALEC-1

Supra TeleComm & Info. Systems, Inc
269 Giralda Ave, Ste 203
Coral Gables, FL. 33134

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

21. **Rule of Construction**

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

22. **Headings of No Force or Effect**

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

23. **Multiple Counterparts**

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year above first written.

BellSouth Telecommunications, Inc.	**ALEC-1**
Signature	Signature
Title	Title
Date	10/24/97 Date



Definitions

Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an OLEC.

Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.

Intercompany Settlements (ICS) is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by BellCore's Credit Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ALEC-1; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ALEC-1 to an end user of BellSouth or ALEC-1.

Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. Local Traffic

does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

Non-Intercompany Settlement System (NICS) is the BellCore system that calculates non-intercompany settlements amounts due from one company to another within the same RBOC region. It includes credit card, third number and collect messages.

Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Revenue Accounting Office (RAO) Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

Service Control Points ("SCPs") are defined as databases that store information and have the ability to manipulate data required to offer particular services.

Signal Transfer Points ("STPs") are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs

enable the exchange of Signaling System 7 ("SS7") messages between switching elements, database elements and STPs. STPs provide access to various BellSouth and third party network elements such as local switching and databases.

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between ALEC-1 designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

February 12, 1997

TO: All Consumer Services Employees

FROM: Judi North

As each of us is very aware, BellSouth is actively preparing to meet the challenges of a fully competitive environment. We have worked long and hard to earn the right to compete in new markets, and we are striving to complete all the tasks required of us to make this possible.

To accomplish this, I need your assistance. In Congress and before the FCC, BellSouth has asked for fair and even rules in the new game of telecommunications competition. By the same token, BellSouth must compete fairly and properly at all times. One of the most important ways we can demonstrate this is to provide the best possible service on each customer contact, particularly those that involve competitive services such as local toll competition and wireless.

As competition increases, particularly in the area of local service, it is essential that on every contact we follow the rules and requirements that are set forth in the Telecom Act as well as in other applicable laws and regulations. For example, we must not discriminate in the service we provide between BellSouth customers and customers of our competitors. Nor may any BellSouth employee say, write or otherwise do anything to disparage our competition. And, once a competitor has won a customer, no BellSouth employee can improperly come between the contractual relationship between those parties.

We all know that the new environment is requiring many operational adjustments, while at the same time we are reducing costs and changing our systems to be more efficient. I recognize that this presents challenges that we must overcome. Please be responsive to these challenges in two ways. First, when you have contact with a customer who uses a competitor, always deliver excellent customer service, just as you would with any other customer. Secondly, if you are unsure about proper procedures or guidelines, don't just guess -- ask your supervisor how to handle the situation.

We are making a service commitment to competitors here at BellSouth that recognizes both the letter and the spirit of the law. The Telecommunications Act of 1996 and regulators at the federal and state level are defining the rules by which we will operate. We must take care to adhere to those expectations, even as we learn their impact on our business. BellSouth's own standard recognizes not just the letter of the law but the spirit of the law as well: under the framework of competition, our competitors are also our customers and are entitled to the best customer service we can provide.

You will be reading more about this important topic in the weeks and months to come. Please keep it top of mind as you perform your daily work.

Sincerely,

Judi

March 25, 1997

TO: Director & Above Managers

FROM: Rebecca M. Dunn, Vice President - Human Resources & Corporate Services

SUBJECT: Treating Customers Equitably

The importance of delivering equitable service to all customers is at the very heart of how we go about performing our jobs on a daily basis. Whether providing service to competitive local exchange carriers (CLECs) or their customers, it is critical not to differentiate between them and BST's end-user customer group.

With that in mind, BST's officers determined that this service equity principle should be included in the performance commitments for many managers. Whether a manager is in the Network organization provisioning service to both BST customers and CLEC customers, or in a support role such as maintaining systems or providing methods and procedures for customer-affecting operations, equal treatment of all customers is a job requirement.

To emphasize the critical nature of this issue, **all managers who have customer service responsibilities or who provide direct support to customer-affecting operations must include a commitment addressing service equity** on their 1997 performance plans. Following are examples of commitments for such managers. However, individual commitments should be customized to reflect specific job responsibilities in this area.

Examples of Service Equity Commitments:

1. In implementing trunking configurations, I will provide equivalent service levels to both CLEC and BST end-user customers.and will complete orders and perform appropriate maintenance functions according to established, competitively neutral guidelines.

2. I will ensure that all methods and procedures for service order processing are designed in a competitively neutral manner and that training is provided to affected customer contact employees to ensure impartial implementation.

3. I will complete 10 observations per month of my work group to ensure that they are providing equitable service to CLEC customers and BST end-user customers.

We also want to integrate this important principle into the overall PM process for all managers through modification of the Ethics Statement which appears at the bottom of page one of the Performance Review Checklist (Form RF-5855-SUP). An updated, interactive copy of the Performance Review Checklist is attached and a revised version of the form will be available soon on the Bulletin Board area of Open Mail. The revised statement is included below with changes emboldened and italicized:

> In accomplishing our mission, vision, goals and my commitments, I am committed to excellent customer service ***to both BST end-user customers and also to customers who compete with BST for end-users' business***, and to adherence to the highest ethical business practices and personal integrity.

These changes to the Performance Management process reinforce the expected character of our relationships with competitors and the impact individual actions can have. The Ethics Statement is normally signed when commitments are agreed to by the manager and supervisor, providing an opportunity to pointedly remind managers that what they do matters and impacts BST's ability to demonstrate that our network is open to competitors.

As with all commitments, results will be reviewed at least at mid-year and at end-of-year. However, any violation of the service equity principle must be addressed immediately and action will be taken to ensure that there are no future occurrences. Steps may involve retraining and/or progressive discipline up to and including dismissal if appropriate.

Please share this information with all your managers as soon as possible and immediately revise performance plans to include a service equity commitment (if appropriate) and have all managers sign an updated Ethics Statement. These revisions should be in place no later than May 1, 1997.

Although I know that this change causes additional paperwork, some things are simply worth doing. We think this is one of them. Thanks for your support in communicating this message to our management team -- it doesn't get more important than this!

Attachment

April 8, 1997

TO: VP/GMs and Line Operations Directors

FROM: Pat Donald

As I hope you know, an Operational Readiness Information Effort has been underway throughout the company to help educate employees on the critical importance of responding to the operational needs of our competitors. Some of the key elements of this effort have included a special edition of TeleScope on Feb. 5, a Feb. 12 letter from Judi North to all Consumer Services employees, a Feb. 27 letter on Performance Management commitments from Judi to Consumer directors and above, and the first edition of a new all-employee bulletin, Competitive Alert, which was recently distributed.

As a part of this effort, we have been asked to ensure that our contact employees are aware of the methods and procedures in place for handling calls from competitive local exchange companies (CLECs) and their customers. The following material needs to be covered with all sales, service and collections reps and with customer service assistants and maintenance administrators by the end of April. You will need to:

- Distribute the memo from me to these contact employees. Please review the memo with them.
- Review the related procedures. For Sales, Service and Collections, these are found in OLD under the Reference Guide. Procedures for Repair are also on file.
- Answer any questions the reps, CSAs and MAs may have.
- Ask them to sign a copy of the acknowledgment form, which then goes in their personnel file.

By May 1, each VP/GM needs to send me written confirmation that his or her employees have been covered so I can write a letter to BellSouth Legal to confirm that Consumer Services coverage is complete. If you have any questions about this coverage, please contact Diane Gee (404 529-2916) for Sales, Service and Collections or Leah Jackins (404 520-6301) for Repair.

Thank you,

Pat

April 8, 1997

TO: Sales, Service & Collections Reps, Customer Service Assistants, and Maintenance Administrators

FROM: Pat Donald

As local competition becomes more and more a reality in our markets, I want to remind you again how important it is that we provide quality service to all customers and that we follow the procedures that have been established for operating in a competitive marketplace.

As local competition grows, we will find ourselves dealing with competitive local exchange companies (CLECs) and with customers of these competitors. BellSouth has been a strong proponent of competition on a level playing field. Our opponents will now be watching us closely to make sure we also compete fairly and properly at all times. While we intend to compete aggressively, we must continue to provide the best possible service on each customer contact. This means we should treat our competitors and their customers who contact us just as we treat our existing customers. Also, BellSouth employees shouldn't say, write or do anything that casts our competitors in a negative light. Our strategy is to retain and win customers based on the quality and reputation of our service, not by attacking the reputation of other companies.

Procedures are in place for handling requests from CLECs and their customers. As you probably know, these procedures for Sales, Service and Collections can be found in Online Documentation (OLD) under the Reference Guide. Included in this information are instructions for handling requests for the name and number of a customer's local provider, disconnecting local service from BST and changing a customer back to BST, handling number portability, handling claims, issuing various types of orders, and handling interfering service. Repair procedures have also been distributed. If you don't have a copy, please ask your coach.

Please make sure you are familiar with these procedures. Your coach will review the contents with you and will give you an opportunity to ask any questions you may have. Our performance in this area is so vital to maintaining our ability to enter new markets that we are asking you to sign an acknowledgment that this review has taken place.

Thank you for all that you are doing for BellSouth. I am proud of your continued success in the midst of constant change and uncertainty.

Thank you,

Pat

BellSouth Consumer Services
April 1997

On April ____, 1997, I participated in a review of the procedures for handling requests from competitive local exchange carriers (CLECs) and their customers. I understand that it is my responsibility to provide the best possible service both to BellSouth's customers as well as to CLECs and their customers and that I may not discriminate between them in the service I provide.

Name

TELESCOPE
for employees of BellSouth Telecommunications Inc.

Special edition!

BELLSOUTH
BellSouth Telecommunications, Inc.
FPSC Docket No. 980119-TP
April 15, 1998
Exhibit PCF - 5
Page 1 of 12

Competitors can be our customers, too!

Editor's note: On Feb. 8, 1996, the Telecommunications Act was signed into law. This issue of TeleScope looks at some of the competitive issues BellSouth is facing and what we must do to ensure that we fully meet the intent of the telecom law.

The year that's followed the signing of the telecom law has been marked by tremendous change at BellSouth and in the industry itself. We've seen the announced plans to combine Pacific Telesis and SBC Corp. and to combine NYNEX and Bell Atlantic, and the planned merger of MCI and British Telecom. We've watched as AT&T realigned to better focus itself on competing in our markets, and we're moving aggressively toward becoming a single-source provider of telecommunication services to our customers.

In addition to the major competitors who have plans to enter our markets, many other companies are making moves to provide phone service to our customers, as well. To date, over 175 different companies have filed to offer service in our region. While all of these companies will be our competitors, many will also be our customers. The way we treat these competitors in the new environment will determine in large part how quickly we're able to become a one-stop shop for meeting all of our customers' telecom needs in the future.

"At BellSouth we have always been in favor of opening our local markets and in turn will move into the long distance business as quickly as possible," noted Jere Drummond, BST president and CEO. "We will compete aggressively in this new environment against the likes of AT&T, MCI and others. However, by the same token, we will compete fairly and properly at all times. This means that we treat our competitors who come to us for service just as we treat our existing customers," Drummond said.

The company has begun the process of moving forward with requests to each state public service commission and to the Federal Communications Commission (FCC) for permission to enter the long distance business in our region. This activity will occur state by state, and will provide opportunities for our competitors to question if our entry into long distance is appropriate. As these filings are considered, and after our entry into long distance is approved, we must act appropriately and ethically in dealing with our competitors.

This means following the rules and requirements that are set forth by the Telecom Act as well as other laws, such as those involving antitrust and the rules of the FCC and state commissions. For example, we must not discriminate in the service we provide between BellSouth customers and customers of our competitors, or among any of the customers of our competitors. Nor can any BellSouth employee say, write, or do anything else that casts our competitors in a negative light. In other words, we will do business and win customers based on the reputation of our service, not by saying or doing anything that damages the credibility of others.

"We will compete aggressively in this new environmen against the likes of AT&T, MCI and others. ...we wi compete fairly and properly at all times.
— Jere Drummond, BST president and CE

"There is a great deal at stake for our company going forward," Drummond said. "Things are changing rapidly, and there is great uncertainty in our industry. However, what is certain is the reputation that BellSouth has earned with our customers and with our regulators. To behave in a manner that in any way jeopardizes our business plans, or casts a negative image of our company and employees, will not be tolerated. Accordingly, I urge us all to take advantage of the information that will be shared in this issue of *TeleScope*, and in other publications and materials, so that we fully understand the implications of our actions today and in the future," Drummond said.

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Project ENCORE has leadershi in meeting competitors' ne

The implementation of the telecom act passed last year can be compared in complexity only with the massive changes brought on by divestiture. For BellSouth, the challenging task of assuring our competitors have ready access to BellSouth's services for their service offerings is being run by Project ENCORE.

So far, over 175 different companies have filed for or been approved to offer local service in our territory. BellSouth has already processed tens of thousands of orders for customers who have actually switched their local telephone service to another company.

From an operations perspective, Project ENCORE is where the rubber meets the road.

As local competition continues to expand, Project ENCORE, utilizing resources from across the entire company, has lead-role responsibility to direct the implementation of activities that will enable BellSouth's competitors, to the extent they are using BellSouth facilities, to get into business. The initial planning for these changes was conducted as a part of Project Harmonize over the past year. While Project ENCORE start-up activities were at first a part of the Interconnection Services customer operations unit (COU), effective Feb. 1, oversight responsibilities now reside with the Product Commercialization Unit.

According to Charlie Coe, group president for Customer Operations, the role of the team is extremely critical. "We have been the most aggressive RBOC in opening up our local markets to competition. Our charge now is to assure that our systems and operating procedures for allowing our competitors into business are airtight."

The important charge for this cross-unit team is to ensure that the appropriate systems and procedures are in place to support competitors' plans either to resell BellSouth's services or to purchase unbundled services, in order to provide telephone services to their local customers. The ENCORE team is making the necessary changes to ordering, billing, provisioning, and maintenance systems and procedures.

BellSouth's pro-competitive stance is driven in part by our goal of getting into the interLATA long-distance market as soon as we can. This will allow us to compete on even terms with other broad-based competitors in meeting the demands of customers in the Southeast for a single-source provider for all their telecommunications needs.

"The situation with local competitors is much like our relationship with long distance companies in that they are our competitors and our customers at the same time," noted Coe. "We must treat these local competitors fairly, and provide them with a level of service equivalent to that provided to the Consumer, Small Business and BBS COUs, as well as to our own customers. This will clearly demonstrate our leadership position in bringing competition to the local market."

Local competitors have already begun to order services from BellSouth in order to provide their own competitive offerings, and in some cases problems in provisioning these services have occurred (see "Competitor complaint on interconnection filed with regulators" on page 4). Because of this, Project ENCORE is on an extremely aggressive track to assure that the necessary systems and procedures are in place as soon as possible.

"Project ENCORE's success is of the highest priority. By assuring we're set up to allow other companies to use our services to compete in the local market, we will move closer to being able to get into long distance and offer our customers a full range of telecom services," Coe said.

"We have been the most aggressive RBOC in opening up our local markets t competition. Our charge now is to assure that our systems and operatin procedures for allowing our competitors into business are airtight.

— Charlie Coe, group president for Customer Operation

The telecom law: What it says and what we've agreed to

The Telecommunications Act of 1996 set very specific steps b for opening the local telephone market and for how the RBOC will be allowed into the long distance business. Among the ma different and complex rules and regulations is specific direction local phone companies such as BellSouth on the obligations we have in allowing competitors to use our services so they can ge into business. One set of these rules is known as the "14-point" checklist. BellSouth must prove the terms of the list have been met before we'll be allowed in the long distance business in region. Another set of rules w now operate under is contain in the almost 40 agreements we've signed with local competitors that define the terms and conditions they wil use to interconnect with us.

BellSouth must prove the terms of the 14-point checklist have been met before we'll be allowed into the long distance business.

Read here for details.

The 14-point checklist includes items that BellSouth must assure are available to our competitors. These include things such as making sure our competitors have access to unbundled network elements, that their customers can be listed in the BellSouth phone directory, and that we've made our products and services available on a wholesale basis for resale by our competitors. BellSouth will present evidence to our commissions th we have met the 14-point checklist and that our network is "open" to competitors.

Are we following through?

McNair group to make sure



Bill McNair

Bill McNair, vice president-Network Operations-North, has been named vice president-Interconnection Operations, reporting to Charlie Coe, group president-Customer Operations. In this position, McNair is responsible for bringing BellSouth to operational readiness as well as for implementing the interfaces and processes needed to serve BST's interconnection customers. The implementation of these systems is key to BellSouth's entry into the long distance business.

Reporting to McNair is Krista Tillman, assistant vice president-Operations, who is responsible for the Interexchange Carrier Service Center (ICSC), Access Carrier Advocacy Center (ACAC), Local Carrier Advocacy Center (LCAC), and operations planning; and Bill Stacy, assistant vice president-Service, who manages BST's rapid response center, which expedites problem resolution, especially those involving process and interdepartmental coordination.

Also reporting to McNair is Bill Smith, vice president-Product Commercialization Unit, and Jim Anderson, assistant vice president-Cost Matters in the Finance organization. McNair's operation works closely with Richard Teel, vice president-Regulatory and External Affairs, who continues to direct both external and internal communications related to Project ENCORE (see "Project ENCORE has leadership role in meeting competitors' needs" on page 2).

"Interconnection agreements have been signed with many customers, and, more recently, state arbitration rulings have further clarified BST's obligations to provide both network resale and unbundling of network elements," said Coe. "We are working full time on meeting the needs of interconnection customers. BST will continue to work on making these operations efficient and to grow and evolve them as the competitive local exchange markets develop," he added.

While the telecom law has brought many new marketing opportunities, strict adherence to its provisions must first be met.

"Substantial progress has already been made since mid-1996 through the efforts of a cross-functional project team working under the name ENCORE, and will continue under Bill's direction," Coe said.

Until BST has completely normalized its competitive local exchange carrier operations, McNair's Network-North organization will continue to report to Don Strohmeyer, vice president-Network Operations-South, as announced in BST *Briefing*, Vol. 5, No. 18.

Also, BellSouth has been very aggressive in signing agreements with competitors so that they can get into business in our local markets. These agreements set the terms by which these companies can purchase elements they need to offer service or to interconnect their network with ours. The items on the 14-point checklist are included in these agreements and will provide further evidence to regulators that we are meeting the requirements of the law. If, however, a competitor alleges that we aren't meeting the conditions of our agreements or the law, as ACSI has recently done (see "Competitor complaint on interconnection filed with regulators" on page 4), our entry into long distance and other businesses may be delayed.

Other issues included in the telecom law, and the rules the Federal Communications Commission and state commissions have passed, define the manner in which our competitors can interface with our ordering and maintenance systems. These issues are being addressed as a part of Project ENCORE (see "Project ENCORE has leadership role in meeting competitors' needs" on page 2) initiative and play a major role in demonstrating that we are meeting the requirements of the new law.

A whole other set of laws concerning how we must operate in a competitive environment involves issues related to antitrust. For example, we can't unlawfully restrict a competitor's access to the market or allow employee actions that in any way disparage our competitors. If we are perceived to be conducting business this way, we may be sued. A competitor in California recently filed a $100-million antitrust lawsuit against Pacific Bell, accusing the operating company of improperly preventing its entry into the local market.

While the telecom law has brought with it many new marketing opportunities for BellSouth, strict adherence to the provisions of the law must be met before many of these opportunities will be realized.

You'll hear more soon!

In addition to the information contained in this issue of *TeleScope*, additional information aimed at informing employees about the critical importance of responding to the operational needs of our competitors is being developed and will be distributed soon. These include a letter from operational officers to their employees, a BST *Briefing*, and a video tape about employee compliance to be distributed this month.

Employees in Network and the customer operation units (COUs) who don't interact with competitors will see additional information in their functional group newsletters such as: *Relay* (BellSouth Business Systems), *Overture Notes* (Small Business), *Making Connections* (Consumer Services) and *FrontLine* (Network). You'll also hear more about these issues through other department-specific channels, such as BellSouth Television Network telecasts.

Finally, specialized training is being developed for employees who deal day to day with competitors. This training will be delivered through the appropriate COU and operations group training organizations in the next 45 to 60 days.

Competitor complaint on interconn filed with regulators

American Communications Services Inc. (ACSI), a new competitor in several BellSouth markets, has filed complaints against the company with the Georgia Public Service Commission (PSC) and the Federal Communications Commission (FCC) for problems it says it experienced when ordering services for ACSI customers. The complaints allege that BellSouth has violated the interconnection agreement signed with ACSI in July and problems delayed ACSI's ability to begin offering local phone service.

The problem related to the failure to quickly cut over a few orders for unbundled loops, the portion of the network from a customer's location to our switch. This resulted in a delay in ACSI providing service to its end customers in Columbus, Ga. ACSI also alleges that BellSouth has failed to develop the systems needed to properly provide the services it needs to offer local phone service to customers.

We have responded to the complaint filed with the Georgia PSC and have acknowledged that some problems did occur. It's our position that the problems were the result of the start-up nature of our operation and that they've been corrected. In the reply, the company states that since mid-December, when the complaint was initially lodged with the Georgia PSC, all of the services requested by ACSI have been provided promptly and accurately. Further, the company has embarked on an aggressive program (see "Project ENCORE has leadership role in meeting competitors' needs" on page 2) directed by Project ENCORE to assure that our systems and processes are designed to meet the service needs of our competitors.

We must not do anything to jeopardize the credibility we've established with our customers and regulators. We also must treat our competitors, and the customers of our competitors, the same way we treat our own customers.

BST's response to the FCC is currently under development, but will closely mirror the reply provided to the Georgia Commission.

This complaint underscores the extremely sensitive nature of our new relationship with competitors, and gives us a glimpse of the types of actions we may expect from competitors in the future. Since the industry is in the midst of transformation, with many new competitors entering the market, some of which are very small and have limited resources, almost every action we take has the potential to be misinterpreted as an attempt to restrict competition in the market, as opposed to promoting it.

BellSouth's position has always been, and will continue to be going forward, one that is very pro-competitive. We've sponsored legislation in each of our states and with Congress to open our markets to competition. The benefit to BellSouth and our customers is the ability to become a full-service provider, including long distance services in our region. Because of this, we have every incentive to open our markets, not attempt to keep them closed.

Employees should also recognize that their actions will also come under microscopic scrutiny. We must not do anything to jeopardize the credibility we've established with our customers and regulators. We also must treat our competitors, and the customers of our competitors, the same way we treat our own customers. By doing this, we will significantly reduce the risk of complaints such as the one made by ACSI and assure that we fully meet the intent of the telecom law in opening our markets to competition.

Special edition!

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BST MISSION
BST will be the customer's best connection to the world of communication, information, and entertainment

Tips on

TELEPHONE SERVICE

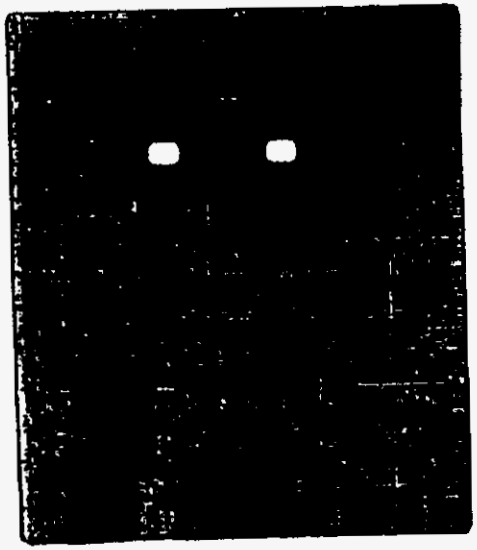
Alternative Local Telephone Companies

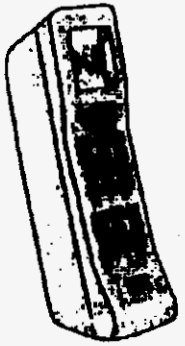
Cellular Service

Pay Telephones

BellSouth Telecommunications, Inc.
FPSC Docket No. 980119-TP
April 15, 1998
Exhibit PCF - 6
Page 1 of 4

If I choose an alternative local telephone company will my service and rates change?
Perhaps. In addition, your local calling scope may change. This means that calls that were previously part of your local area and included as part of your monthly flat rate charge, may now be long distance, or calls that were at one time long distance, may now be considered local. Be sure that you ask any telephone company that you choose, not only about its rates, but also its calling scope. The Florida Public Service Commission will continue to insure the rights of all Florida consumers to obtain basic local telephone service, insure service quality, and assist consumers who have complaints about rates and services. Below are some general questions you may want to ask before you choose another local telephone company.





What about cellular telephone service?
The Florida Public Service Commission does not regulate cellular telephone companies.

This means that cellular companies do not follow our rules, and we cannot help you with complaints or questions regarding cellular telephone service. However, with the ever-increasing popularity of cellular telephones, we felt it was important to mention a few things. Many customers choose cellular telephone companies as an alternative to a traditional telephone company. Like most telephone companies, cellular telephone companies offer a variety of service plans. Cellular service charges are generally based on minutes of use, or "air time," and a fixed monthly fee. Roaming or long distance charges may also apply when you are away from your home area. Also, it is important that you know what is a local call and what is a long distance call. Many times the local service area of the cellular company is not the same as the local telephone company's. Cellular providers offer a variety of packages to meet the various needs of business and residential customers. You should discuss the various service plans with your cellular telephone company. Here are some general questions you may want to ask the cellular providers.

.) What services or packages do you offer? _____

.) What are the per-minute and monthly charges for these services?
$_____ Per minute
$_____ Monthly

.) Are there any other charges I need to know about? _____

.) What areas can I call before incurring additional charges or roaming fees? _____

Remember, the Florida Public Servic Commission does not regulate cellula telephone companies. If you have question about cellular services, you should call th Federal Communications Commission Wireless Telecommunications Bureau - Consumer Assistance Hotline at 800-322-1117 or 717-337-1212.



Changes in the Pay Telephone Market: In October 1996, the Federal Communications Commission (FCC) issued a mandate to bring about changes in the pay telephone industry designed to increase competition. Most of the changes will not be noticeable to you, and you will continue to have free access to 911 and the telecommunications relay service.

However, there are two significant changes that may affect you:

◆ Effective no later than October 7, 1997, a pay telephone company may charge you for calls to local directory assistance, that were previously free of charge.

◆ The rate charged for local calls will be deregulated. This means that a pay telephone company may charge whatever it likes for a local coin call. It is also possible for the local charge to vary from pay telephone to pay telephone; however, in all cases, it is mandatory that the rate for a local call be displayed, so that you know the cost before making a call.

The Florida Public Service Commission will continue to monitor and regulate service quality and handicapped accessibility. If you have any questions about pay telephones, you should contact the Florida Public Service Commission.

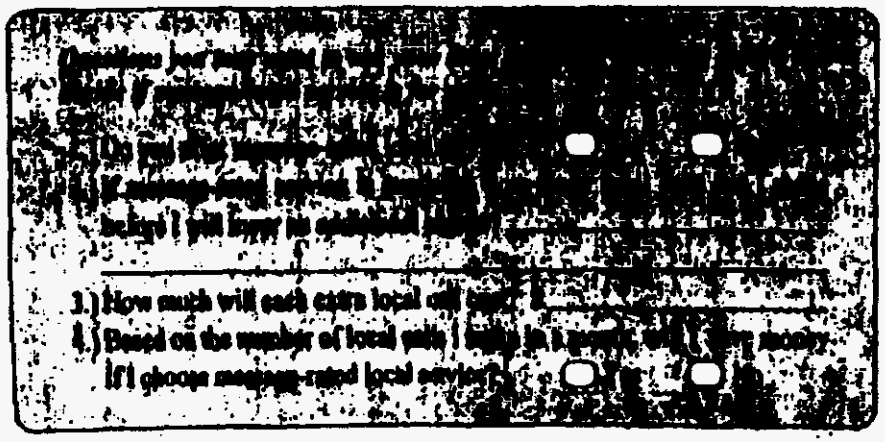
BellSouth Telecommunications, Inc.
FPSC Docket No. 980119-TP
April 15, 1998
Exhibit PCP - 6
Page 4 of 6

LOCAL TELEPHONE SERVICE

Both Florida and federal law now allow competition for local telephone services. Your local telephone company will not change unless you choose to select a different company. When, and if, an alternative local telephone company begins to offer service in your area, you will likely learn of it through traditional marketing and advertising. In addition, you could choose a cellular company to provide your local service.

What are some of the services traditional local telephone companies are required to provide? Local telephone companies are required to provide basic local telephone service to both residential and business customers; unlimited local calling within a local calling area; access to emergency services, long distance connection, directory assistance, operator services, telecommunications relief services and a basic white pages directory listing.

How can I save money on my local service? One option would be to ask your local telephone company if they offer basic local telephone service on a message-rated basis, rather than at a flat rate. With message-rated service, you are limited to a certain number of local calls per month, and then you incur additional charges for each local call above your limit. Flat-rate service allows customers unlimited calls within their local calling area at a fixed monthly rate. Message-rated service is a great way to save money if you don't make many local calls. Local telephone companies are not required to offer a message-rated service option, so be sure to ask any local telephone company that you choose about this optional billing plan for local calling.



How to Contact the Florida Public Service Commission:

Division of Consumer Affairs
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
1-800-342-3552/1-800-511-0809 (Fax)
or E-mail us via the following Internet address:
CONTACT@PSC.STATE.FL.US
See the PSC's World Wide Web Home Page at
http://www.scri.net/psc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.	DOCKET NO. 980119-TP

DEPOSITION OF: JOHN REINKE

TAKEN AT THE INSTANCE OF: BELLSOUTH TELECOMMUNICATIONS

PLACE: GERALD L. GUNTER BUILDING
ROOM 262
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA

TIME: COMMENCED AT 1:30 P.M.
CONCLUDED AT 2:15 P.M.

DATE: APRIL 16, 1998

REPORTED BY: NANCY S. METZKE, RPR, CCR
C & N REPORTERS
POST OFFICE BOX 3093
TALLAHASSEE, FLORIDA 32315

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DIRECTOR - REG. RELATIONS
TALLAHASSEE, FL

APPEARANCES:

ELIZABETH KEATING, ESQUIRE, and JOHN BOWMAN, ESQUIRE, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Room 370, Tallahassee, Florida 32399.

NANCY B. WHITE, ESQUIRE, BellSouth Telecommunications, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301.

SUZANNE FANNON SUMMERLIN, ESQUIRE, Supra Telecommunications and Information Systems, 1311-B Paul Russell Road, Suite 201, Tallahassee, Florida 32301.

ALSO PRESENT:

BRIAN MUSSELWHITE, FPSC Staff.

NANCY SIMS, BellSouth.

TUNDE RAMOS, Supra.

* * * *

STIPULATION

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

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WITNESS

JOHN REINKE

Examination by Ms. White	5
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Examination by Ms. White	30

Whereupon,

JOHN REINKE

was called as a witness by BellSouth and, after being first duly sworn, was examined and testified as follows:

EXAMINATION

BY MS. WHITE:

Q Mr. Reinke, my name is Nancy White. I represent BellSouth Telecommunications. Am I pronouncing your name correctly?

A Yes.

Q Okay.

MS. WHITE: You want to take appearances?

MR. BOWMAN: John Bowman for Commission staff.

MS. SUMMERLIN: Suzanne Summerlin for Supra Telecommunications and Information Systems, Inc.

MS. WHITE: And Suzanne, do you agree to the usual stipulations?

MS. SUMMERLIN: Yep.

BY MS. WHITE:

Q Mr. Reinke, I'd like to find out something about your background. I see that you received a master's degree in electrical engineering. Can you tell me where that was from?

A Yeah, Columbia University in Louisiana.

Q Okay. And what year was that?
A Actually it was last September.
Q Okay. And where did you get your undergraduate degree?
A Same place.
Q Okay. And what was your major there?
A The same thing.
Q Electrical engineering?
A Yeah, and --
Q Okay. When did you start working with BellSouth?
A 1971.
Q All right. And just to go back, what year did you get your undergraduate degree in?
A Well, I got one in '76 from a community college. I was -- and the other one in, I think it was '86. I think it was ten years later.
Q From Columbia University?
A Right.
Q Okay. Where is that in Louisiana?
A Louisiana, Metairie. It's been there since 17 something --
Q Metairie?
A Metairie, there you go.
Q I lived there, that's why I was curious. I lived in Louisiana for ten years, so that's why I was curious as

to where it was.

MS. SUMMERLIN: Is it M-e-t-a-i-r-i-e, or something?

MS. WHITE: Uh-huh, that's it.

MS. SUMMERLIN: Yeah, okay.

MS. WHITE: It's like a suburb of New Orleans.

MS. SUMMERLIN: Yeah.

BY MS. WHITE:

Q So you started -- I'm sorry, you started with BellSouth when?

A 1971.

Q Okay. And what was your first job with BellSouth?

A My first job was a frame person in the central office.

Q Okay. And was that, where was that, in Louisiana?

A In Ft. Lauderdale.

Q In Ft. Lauderdale, okay. And how long did you work in that job?

A About three months.

Q Okay. And I know I'm asking you to go back a ways, so just to the best of your recollection.

A Okay.

Q So after your three months as a frame technician,

what did you do then?

A Then I became a switching tech.

Q Okay. And how long were you a switching tech?

A About three, four years in the 70s.

Q Okay. Was that in Ft. Lauderdale?

A Yeah.

Q Okay. And then where did you go from there?

A From there I went into marketing.

Q Okay. Was that in Ft. Lauderdale?

A Yeah, because I had got an AA from Broward Community College in marketing, so that was my first different job, my first degree and my first different job with BellSouth. I sold PBXs and stuff.

Q Sold PBXs, okay. And how long were you in that job?

A About another two or three years.

Q Okay. That brings up to about early 80s?

A No, late 70s.

Q Late 70s, all right. Where did you go from there?

A From there I was in the, I went into the construction department.

Q Okay.

A And part engineering. I was loaned to the engineering department. That's how I got started getting

hooked on engineering.

Q Was that in Ft. Lauderdale?

A Yeah.

Q Okay. And what did you do for the construction and engineering department?

A Everything. I had access to all their -- I was a top craft tech. for a while, and so I was in everything, cable splicing, underground.

Q Okay.

A We were just starting on, started on the first fiber runs.

Q And were you --

A So I had a lot of hands on.

Q And in that department were you management or craft?

A I was both. I was -- well, I was relieving management.

Q Okay.

A Okay.

Q And then what job did you go to next?

A I went to inside network, what they call network operation centers.

Q Okay.

A Okay, the switching, different types of switching.

Q Okay. And was that in Ft. Lauderdale as well?

A Yeah.

Q And how long did you stay there?

A I stayed there, oh, about, in that department about eight or nine years.

Q Okay.

A And I went to all the electronic schools.

Q Who was your boss in that department, if you recall?

A I can't even recall.

Q Okay. And what did you do in that department?

A I did various things. For a while I worked in North Dade, out of the network operations center down there, and we would take care of all of the switching in, let's say, 22 or 23 Dade County offices. Then I went to Broward, and Dade and Broward got combined, and I got involved in helping them set up their new software between the, how they -- when they first got into their electronic switching offices, so I was assigned -- You get attached to a department, but you don't necessarily do one thing, you know, especially if you are there a while and --

Q Were you a management employee in that department or --

A In that department I was relieving most of the time.

Q Relieving management?
A Uh-huh.
Q And where did you go from there?
A Okay. From there I went to outside plant.
Q Okay. In Ft. Lauderdale?
A In the Ft. Lauderdale area, right.
Q And do you remember about what year that was?
A That could have been early 90s.
Q Okay. And what did you do in that department?
A Okay, there I was involved in troubleshooting and maintaining cables, all different kinds of underground fiber, the SLC '96 operations in both levels of management; and they also let us, assisted us to an engineering department, and we would -- that's why I got the engineering, I had it going. So we would do a lot of the, what -- actually what BellSouth calls now the unbundled loop. That's why I'm very familiar with central office to the end subscriber.
Q And were you management or craft in that department?
A Both. Well, I got -- Relieving.
Q Okay.
A Until I got out.
Q And how long did you stay in that department?
A Until I -- I got out in, a year ago.

Q Okay. You retired?
A Well, yeah.
Q Or did you retire?
A No, I SIPP'd out. That's a special deal that you can only get --
Q Right, and I think it's S-I-P-P. And that was in '97?
A Yeah.
Q Okay. And I'm sorry, what was that department again?
A Network. Actually, there are a lot of departments that fall into the network department.
Q Okay. Do you recall who your supervisor was in that department?
A Well, my local supervisor was, let's see, Sam Pataski.
Q Do you know how to spell that?
A P-a-t-a-s-k-i, or something.
Q Okay. So you took the -- I don't know what you call it -- you took the SIPP plan?
A Right.
Q In '97. And then when did you begin working for Supra?
A August.
Q Okay. When did, when was your last -- When did

you actually leave BellSouth?

A Actually in February.

Q Of '97?

A '97.

Q Okay. And you started working for Supra in August of '97?

A Right, I had some rental properties that I moved in to take care of and rented.

Q I'm sorry, I didn't mean to interrupt.

A No, when you SIPP out, they give you some money, and then you get a pension for the rest of it.

Q So you had fun for a little while at least?

A Yeah.

Q You are vice president for engineering for Supra. Can you tell me what exactly you, your functions are?

A Yeah, basically setting up our, setting up our switching network, and working with outside vendors like Lucent, Siemens and Nortel. Working on different interconnection agreements. We have quite a few more than just BellSouth that we are -- and running the engineers that we have in the company.

Q Okay.

A And helping with our interconnections, with our -- basically with our ISPs. We are also becoming an

ISP and a long distance carrier, and there is a lot of work.

Q And ISP is Internet service provider?

A Right.

Q Okay.

A And we are talking to different vendors like Sysco and Lucent, and there is a lot to do.

Q Let me back up and ask you a few more questions about the functions that you've just listed. You're involved with the negotiation of interconnection agreements for Supra?

A Yeah.

Q Okay. Are these ones in Florida?

A Sprint and GTE.

Q Okay. Does Supra have an interconnection agreement with Sprint and GTE?

A Yeah.

Q Okay. But Supra is not operating in their territory right now?

A Not at this minute, no.

Q You also said you dealt with the switches, switch department. Does Supra have switches set up in Florida?

A We don't have any right now. We just signed a letter of intent with Lucent.

Q Okay. And you also said you managed the

engineers in Supra.

A Right.

Q How many engineers does Supra have?

A About four.

Q Are they all in Miami?

A Yes.

Q And you're based in Miami?

A Yes.

Q How many employees report to you?

A I guess about seven.

Q Okay. And that would be the five engineers and --

A And some other people.

Q Some support people?

A Yeah, work in computer network setup, things like that.

Q Okay. What's the job of an engineer at Supra?

A To help us with setting up our -- What we are trying to do is put voice and frame relay or ATM together and at different networks, and so basically what I have them do is assist me with it, and it's something that isn't really done. Like in BellSouth you have huge departments with plenty of people doing each individual thing. We are trying to do it all, you know, with a small amount of employees and get it set up for the rest of the country.

Q Okay. Now on page 2 of your direct testimony you state that BellSouth has on several occasions failed to provide dial tone to Supra. And am I correct in believing that failed to -- that BellSouth failed to provide dial tone to Supra's corporate offices?

A Yeah.

Q Okay. So this didn't involve end users? I mean it wasn't loss of dial tone to end users, was it?

A No, but it was less dial tone for them to get ahold of us.

Q Right. How many, on how many occasions did this occur?

A Twice.

Q Okay. And you said, I believe, the first one was the weekend of November 1st and 2nd, '97?

A Right.

Q And that was when Supra was moving its corporate location.

A Right, we purchased our own building.

Q Okay. Now you stated on page 3 of your direct testimony, lines 3 and 4 that Supra requested a more assured of dual service both locations. Can you tell me who Supra talked to about that?

A Well, I can tell you what finally got it -- who finally got it done. Let's see, line 3?

Q Yeah, "Therefore, we requested a more assured of dual service at both locations."

A Yes, I believe that was through -- let me just think for a second here -- Theresa Gentry.

Q Okay. Now you state in the next sentence that Supra ran into a problem the day before the move on October 31st, '97 and had to cancel the move. What was the problem of Supra --

A We didn't cancel the move for that reason. The move was cancelled for other reasons.

Q Okay. Why was the move cancelled?

A Because we were having some problems in the building.

Q Okay. And so Supra had to cancel the move from one building to the other building?

A Right.

Q Now did Supra advise BellSouth of the move cancellation?

A Yes, we did.

Q And can you tell me when Supra did that?

A Well, the problem is we were supposed to move on a Friday night.

Q Right.

A And our phones were shut off on Thursday night.

Q Uh-huh.

A Okay, I mean no dial tone. And we, you know, we immediately got on the phone and started calling 611 and the number we were supposed to call. And what happened is at this time they had one line working in our new building; however, all of our employees were in our old building. Okay, so we figured it would be a simple procedure to get them to put the order back in, translations, and I really thought they would get this done because we got on the phone and, you know, in the beginning people make mistakes, and we realize that, and it didn't happen. The next day we had no dial tone.

But what happened is they had one line working. We asked for dual service. That means service at both locations, and there was no reason we couldn't have it. There weren't any SLCs involved or any of the normal reasons where BellSouth couldn't give it to you. So what happened is they had one line working in our new building, okay? So what we had to do is we ended up getting a person to go over there and sit there and with just a telephone, had no computers or nothing, and just answer the phone so that that carried us through from Saturday and Sunday; and then on Monday they got it up, and as it -- They brought it back up in our building, which was downtown Coral Gables.

Q The old building?

A Yeah, in our rented facilities.

Q Okay.

A And they turned it back on.

Q On Monday?

A Right, Monday afternoon.

Q Now did they tell you why it took so long?

A They said that the order was, they had problems with the trunking and that the order -- basically what BellSouth does is when they, when they do an order, the order is completed. If somebody completes that order, it's basically out of their system as far as repairs go, and somehow that happened to us. And we got, Monday we got ahold of Theresa Gentry. She wasn't available in between, and we had talked to repair service. I mean we were, believe me, we were polite and polite; and after a while you get a little frustrated, you know. And then on Monday we called Theresa Gentry early in the morning, and she took care of the problem and got us put back in because it goes on the RC Mac department in Ft. Lauderdale that handles it, and they did get it in with the proper channels. The problem is we have to go through Wayne Carnes and, you know, those are the headaches that we have.

Q Do you know how many calls you got at the new location between the time the service was disconnected and the time it was reconnected?

A No, there is no way I -- there was a girl sitting there taking notes with a pad.

Q But you don't have any documentation of how many calls were received?

A No, we don't.

Q Do you have any reason to believe that this disconnection was intentional on the part of BellSouth?

A Not at that time at all, and I still don't think it was intentional. I mean there is no way I could prove it was intentional. But the second one was a pretty big coincidence.

Q Okay. Now the second one -- Your problems with the new building had been resolved?

A Right.

Q And you were getting ready to move again, and the move was scheduled for November 18th and 19th?

A And we told them -- We knew these problems were resolved right within a day or two after we got our service back up, and we just want to make sure this doesn't happen again, you know, where we don't have any problems. I just wanted to let you know that. I mean it's not like I said we are going to move and let's see if they are going -- you know, we didn't want any trouble, believe me.

Q So what happened? On the -- you were going to move on the 18th, and when was the dual service supposed to

be in place?

A I believe, again, it was on a -- We scheduled, I believe it was a Friday night.

Q So the 17th, say?

A Was it the 19th and 20th? No, Saturday was November 18th, so let's say the 17th.

Q Okay. All right. So on the 16th, on that Thursday the service was disconnected at the old location, and at this time there was no working line at the new location?

A No.

Q Okay. And then on Saturday one line started working at the new location?

A Right, they sent a tech. out there, and he got one of the lines working as we were, you know, moving in; so we did have service on Saturday on one line.

Q All right. Did he say what the problem was, or did anybody say what the problem was?

A No, they didn't tell us what the main problem was. They said we are having trunking problems with our DID trunks. They basically -- It wasn't this gentleman's fault. You know, he was trying to get us dial tone, and we were happy to get it.

Q Sure. And then it was Monday before all the lines at the new and old location were working?

A Well, they didn't need -- Yeah, well, we didn't care about the old by then, you know, we never went back.

Q So on Monday all the lines were working at the new location?

A Right, and they had a full work staff, I guess, and they got everything done.

Q Okay. Now do you have any reason to believe that that incident was intentional on the part of BellSouth?

A I don't believe it was intentional. I just feel it was poor planning.

Q Now on page 4 of your direct testimony, you talk about electronic access to operational support systems, and you state that BellSouth has refused to permit Supra to electronically interface with its operational support systems. What is the basis of your statement?

A What page is that on?

Q Page 4, lines 5 through 6.

A Oh, okay. This was basically through our LSRs, and ASRs when we were trying to -- as a matter of fact, this was going on the exact same time we were trying to move in the building because we wanted these, this equipment that we were ordering in the new building.

Q And was that equipment to do with LENS?

A DS-1s and --

Q Oh, DS?

A Yeah. Well, right, but this is how they told us to go about it. They told us to fax it because -- You've got to understand we are not blaming these individual employees.

Q Right.

A You call up and they say, well, I don't know. And then they get somebody that -- We have to call Wayne back, and we get the right person. He gets the name for us. Now another day goes by, and we call that person, and I think -- I go into -- We just happen to have this documentation, the one with the letter.

Q The letter.

A With the -- Otherwise we wouldn't even have that to go back on. Because when you go through these things, they are frustrating, but you just try to work through them, you know.

Q Well, and let me make sure I understand. The DS-1s and the DS-3 lines that you are talking about on page 4 of your testimony were for Sprint's corporate office? I mean --

MS. SUMMERLIN: Supra.

A No, Supra's.

Q I don't know where I got Sprint from. Supra's corporate office?

A See, it's our T1 carrier for our PBX, yes.

Q Okay. So it was not -- it was so Sprint could be -- It was so Supra could -- It was for Supra's use, not for end users?

A Well, originally, we started -- it all happened at the same time. We wanted to make sure that our PBX and everything would get there, and as it turned out, it didn't. But we were also going to order a DS-1 for our building for -- we were originally going to put a switch in that building, and so we wanted to get the procedure going. We knew it was going to take a while. This wasn't for our personal -- Okay, it was for our personal use, however, we didn't expect to get it in a week or two weeks.

Q Right. Okay.

A You know, we knew it was going to take a while, and we just started the procedures. And if you read the letter, that is what I ran into when I notified Wayne, Wayne Carnes of the matter. I didn't. One of my engineers, Philippos Chari did.

Q All right. Now you faxed the request for the DS-1 and DS-3 on October 31st, '97. When were the DS-1 and DS-3 installed?

A They were never installed.

Q Okay. Why were they never installed?

A Because we started running into more and more problems, and then we decided not to locate a switch in our

building.

Q Okay.

A But these letters were written just at the time, the frustration we were going through, trying to follow what we were told to follow. And they did tell us not to do it electronically; they told us to fax it.

Q Okay.

A Because they weren't up -- I think all the department or the people we had to work with weren't up on it. Maybe they weren't -- You know, like I said, I'm not knocking anybody, I'm just answering the questions.

Q No, I understand.

The problems that you ran into, were they problems with the switch or problems with the DS-1 and DS-3 lines being installed?

A Again, it was a change of our plans basically.

Q Oh, okay.

A So then we cancelled it. We cancelled that particular order.

Q Okay.

A And it was back -- it was probably in December when we did that.

Q Okay.

A That's how long because we were -- you know, we sort of stalled anyway, so --

Q So if BellSouth had installed the DS-1 and DS-3 lines --

A They probably would have been there by --

Q -- on November 1st '97, the day after you asked for it, there wouldn't have been anything for you to hook them up to, right?

A Oh, no, no, no, no. These weren't -- You misunderstood me.

Q Okay.

A No, this DS-1 and DS-3 were for a switch that we had planned. We were talking to a different switch vendor at that time, and we were planning on putting our own switch in our building, and we figured we wouldn't have these probably until the first of the year.

Q The switch?

A No, the DS-1 and DS-3.

Q Oh, that they wouldn't --

A We realize that it takes like six weeks, and we just don't get that stuff like --

Q Okay.

A So we just wanted to start it back when we did, and that was just the frustrations we were going through, I believe it was the month of November, the beginning of November; and while we were doing everything else, we were trying to get that going. And I was sort of intervening in

that, and then I --

Q Okay.

A They said, well, you used to work there, maybe you can get them to help. You know, you can understand that would definitely happen to me.

Q Yes, absolutely.

A Why don't you talk to them.

Q Sure. When did you cancel the order?

A It had to be sometime in December, probably around just before Christmas. We finally gave up on it, or --

Q But you cancelled the order because you didn't have a switch in, right?

A Right, but we also can't -- Yeah, right, because we realized -- Actually at that time we didn't realize we weren't going to get that particular switch because we were planning on getting that like the end of January. These smaller companies have 30-day deliveries, unlike the four to six months with Lucent, all right, but they also have a lot of problems, which we found out. So as it turned out, that particular problem didn't hurt us, but we were just using it as an example of some of the frustrations we were going through.

Q Okay. Well, after the letter was written on November 13th by Mr. Chari; is that correct?

A Yes.

Q What happened? Did Mr. Carnes assist in any way?

A Actually nothing happened for about another ten days.

Q Okay.

A And we got tied up doing other things, and then I got back involved again; and by that point we figured -- He did assist later, and he got us a different person. What happened is the first gentleman, I believe, went on vacation, Tony Selma. I'm not sure if he went on for that week or two weeks, but he never told me that and, you know, so that was just another little --

Q Okay. Now you state on page 4 of your testimony that -- I think it's 16 and 17 -- that this example represents the norm for Supra's experience with BellSouth. Do you have other examples?

A I would only -- They would only be out of my -- I don't have any in writing, no.

Q Okay.

MS. WHITE: Thank you. That's all I have.

MS. SUMMERLIN: I don't have any redirect.

MR. BOWMAN: Just a couple of questions real quick.

EXAMINATION

BY MR. BOWMAN:

Q On page 4, lines 10 and 11 of your direct testimony, you state that BellSouth continually claims that it has not received Supra's faxed orders. How many of the orders faxed to BellSouth has Supra -- by Supra has BellSouth claimed that it hasn't received?

A I really wouldn't know exactly how many, but I, the example -- See, the problem is when you fax things, if they are not on the phone with you right afterwards, you get an okay on my fax sent, you know, and you hope that they get it. And then they usually told me, these weren't -- These were the ASRs I was talking about. See, normally the regular orders, I don't get involved in regular orders, Brad Hamilton does.

Q Okay.

A So I really didn't -- I only got involved in this because it was a DS-1 and a DS-3 which are big pipes, well, small T1 and a DS-3.

Q Okay. I guess we'll direct that question to Mr. Hamilton tomorrow.

MR. BOWMAN: Basically Ms. White asked all of staff's questions, so we don't have any more.

MS. WHITE: Well, I actually do have one more; is that all right?

MS. SUMMERLIN: Okay. Okay.

MS. WHITE: I forgot to ask, just to follow-up on

something.

EXAMINATION

BY MS. WHITE:

Q Other than the two disconnections of dial tone of Sprint's corporate office --

MS. SUMMERLIN: Supra.

A Supra.

Q Supra, I apologize. I don't know why all of a sudden I have Sprint on the mind. Have there been any other disconnections of Supra's dial done, Supra's corporate office dial tone?

A No, not at all.

Q Thank you.

MS. WHITE: And I apologize for calling you Sprint, but I know you'll be as big as Sprint.

(WHEREUPON, THE DEPOSITION WAS CONCLUDED)

* * * *

ERRATA SHEET

DOCKET NUMBER 980119-TP
JOHN REINKE
APRIL 16, 1998

STATE OF FLORIDA)
: CERTIFICATE OF OATH
COUNTY OF LEON)

I, the undersigned authority, certify that JOHN REINKE personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 18th day of April, 1998.

NANCY S. METZKE
Notary Public - State of Florida

Nancy S. Metzke
MY COMMISSION # CC677518 EXPIRES
September 13, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF DEPONENT

This is to certify that I, JOHN REINKE, have read the foregoing transcription of my testimony, Page 1 through 30, given on April 16, 1998 in Docket Number 980119-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____

JOHN REINKE

Sworn to and subscribed before me this
_____ day of _____, 19_____

_____
NOTARY PUBLIC
State of _____
My Commission Expires:

REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA)
COUNTY OF LEON)

I, NANCY S. METZKE, Certified Shorthand Reporter and Registered Professional Reporter, certify that I was authorized to and did stenographically report the deposition of JOHN REINKE; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

DATED this 18th day of April, 1998.

NANCY S. METZKE, RPR, CCR

BellSouth Interconnection Services

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CLEC TRAINING

Learning the Ropes of Local Access Service

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 15
COMPANY/ WITNESS: Finlen
DATE 7-30-98

BELLSOUTH

As a Competitive Local Exchange Carrier, you represent a radical transformation of the local telephone market. Multiple local service providers competing in a single geographic location is as new as it gets.

But the ins and outs of local service are not new to BellSouth. So now, in a series of unique training seminars, BellSouth's unmatched experience and expertise operating as a local provider is available to you in classes designed to help you successfully enter and compete in this developing market.

Whatever your company's overall level of telecommunications experience may be, these intensive training courses offer important and valuable information.

Any class you select will increase your understanding of the CLEC-BellSouth relationship and the procedures and services involved. Through these classes you will improve your ability to interface effectively with BellSouth. And to you that means:

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- Customer satisfaction
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- Reduced employee expense

The seminars are taught by certified instructors experienced in BellSouth and the telecommunications industry. Seats are available on a first come, first serve basis.

We also offer onsite delivery of each course. Call 1-888-404-9899 for details (some restrictions apply).

CLEC BASIC

CLEC Basic is a 4-day course that covers pre-ordering, ordering, provisioning, billing and maintenance of BellSouth products and services.

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

PRODUCT AND SERVICE OVERVIEW

Product and Service Overview is a 2-day class that covers the features, functions and differences in BellSouth local services, Residential and Business, Voice and Data.

The Voice Products Overview covers Residential Basic Local Service, Business Basic Exchange Service, Measured Service Rate, Optional Calling Plans (Area Plus® plan), BellSouth® Complete Choice℠ plan, Hunting Service, Custom Calling Services, MemoryCall® plan, MultiServ® service, RingMaster® service, PBX Trunks, DID Service and Off Premise Extensions.

The Data Services Overview explains BellSouth's 2.4-64 kbps digital data services, DS1-DS3 digital data services, Integrated Services Digital Network (ISDN), Fast Packet Service, LAN to LAN connectivity, BellSouth's data services that utilize a self healing ring topology and SONET technology, and BellSouth's network management and reconfiguration tool.

REGISTRATION INFORMATION

FULL NAME_____ FIRST NAME (FOR BADGE)_____

SOCIAL SECURITY #_____ TITLE/DEPT._____

COMPANY_____

ADDRESS_____ CITY_____ STATE_____ ZIP_____

PHONE(_____)_____ EXT._____ FAX(_____)_____ E-MAIL_____

COMPANY PROFILE

Are you a reseller? ☐ Yes ☐ No Are you a facility-based CLEC? ☐ Yes ☐ No

Where is your primary service area?_____

REGISTRATION TOTAL

Amount

CLEC BASIC – Atlanta
5 days, $995 per student
Each CLEC receives one free seat in the CLEC BASIC training class. _____

LENS – Birmingham
2 days, $498 per student
Each CLEC receives one free seat per year in the LENS class. _____

TAFI – Birmingham
2 days, $498 per student
Each CLEC receives one free seat per year in the TAFI class. _____

EDI – Birmingham
1 day, $249 per student
Each CLEC receives one free seat per year in the EDI class. _____

Unbundled Network Elements – Atlanta
2 days, $600 per student _____

Basic Residential/Business Voice Services – Atlanta
2 days, $600 per student _____

Complex Business Voice Services – Atlanta
2 days, $600 per student _____

Data Communications I – Atlanta
3 days, $900 per student _____

Data Communications II – Atlanta
3 days, $900 per student _____

ISDN – Atlanta
4 days, $1200 per student _____

BellSouth® MultiServ® Service Implementation
4 days, $1200 per student _____

Product and Services Overview – Atlanta
2 days, $600 per student _____

Total Amount Due: _____

Charge my: ☐ MasterCard ☐ VISA ☐ AMEX ☐ Discover

Card #_____ Exp. Date_____

Name on Card_____

Signature_____ Date_____

Credit card billing address if different from above._____

_____City_____State_____

PLEASE SEE REVERSE SIDE FOR CLASS DATES.

- **FAX** to our 24 hour registration number: (404) 927-8577.
- **PHONE** 1-888-404-9899 (Monday – Friday)
  Please be ready to provide the information from the registration form.
- **E-MAIL** at BellSouthics.Training@bridge.bellsouth.com
- **MAIL** your completed registration form with credit card information to:

  BellSouth Interconnection Services
  Professional Training Services
  Room 34P70
  675 West Peachtree Street, N.E.
  Atlanta, GA 30375

AIR AND LODGING ASSISTANCE

BellSouth has arranged for special discount airfares on Delta Airlines and will be happy to assist you in making your travel plans. If you need assistance with air travel and/or lodging arrangements, you may contact BellSouth Travel at 1-800-858-3287. BellSouth Conference Center offers lodging at the room rate of $59 per night plus tax. Additional guest $5 per night. Space available on a first come first serve basis.

REFUND POLICY

A full refund will be honored when cancellations are made at least seven (7) calendar days prior to the beginning of each course. Cancellations within seven (7) calendar days of the course will result in the CLEC's obligation to find an appropriate replacement to attend the class. If no replacement is found, the CLEC forfeits the tuition payment.

BELLSOUTH®

TRAINING COURSES AND SCHEDULE

(Circle class requested)

CLEC BASIC – Atlanta

Feb. 16-19 March 16-20 April 20-24 May 18-22 June 22-26

CLEC BASIC has been expanded to five days effective March '98. Each CLEC receives one free seat in the CLEC BASIC class.

Operations Support Systems

Each CLEC receives one free seat each in EDI, LENS and TAFI per year.

EDI – *Birmingham*

Feb. 9	March 9	April 13	May 11	June 8
	23	27	25	22

EDI – Atlanta

Available 2nd quarter '98. Watch the BellSouth Interconnection Services web site for details - www.bellsouth.com/interconnection

LENS – Birmingham

Feb. 10-11	March 3-4	April 7-8	May 5-6	June 2-3
24-25	10-11	14-15	12-13	9-10
	17-18	21-22	19-20	16-17
	24-25	28-29	26-27	23-24

LENS – Atlanta

Available 2nd quarter '98. Watch the BellSouth Interconnection Services web site for details!

TAFI – Birmingham

Feb. 5-6	March 5-6	April 2-3	May 7-8	June 4-5
12-13	19-20	9-10	14-15	9-10
19-20	26-27	16-17	21-22	18-19
26-27				

TAFI – Atlanta

Available 2nd quarter '98. Watch the BellSouth Interconnection Services web site for details!

Unbundled Network Elements – Atlanta

Feb. 9-10 March 23-24 April 13-14 May 11-12 June 15-16

New Classes

Basic Residential/Business Voice Services – *Atlanta*

Two day class covering product descriptions, pricing, sales applications, order entry, billing and maintenance for products targeted to the Residential/Business Market. See BellSouth *Interconnection Services web site* for details.

March 12-13 May 7-8

Complex Business Voice Services – Atlanta

Two day class covering product descriptions, pricing, sales *applications, order entry, billing* and maintenance for the voice products targeted to the Business Market. See BellSouth Interconnection Services web site for details.

March 26-27 May 27-28

Data Communications I – Atlanta

Three day class covering product description, pricing, sales applications, order entry, billing and maintenance for BellSouth's digital data services targeted to the Business Market. See BellSouth Interconnection Services web site for details.

April 16-17 June 18-19

Data Communications II – Atlanta

Three day class covering product description, pricing, sales applications, order entry, billing and maintenance for BellSouth's digital data services that utilize SONET and a self *healing ring topology. See* BellSouth Interconnection Services web site or details.

April 28-29 June 9-10

ISDN, MultiServ℠ Services and Product and Services Overview

These classes will be scheduled on a demand basis. A minimum of six students is required to form a class. See the BellSouth Interconnection Services web site for details and tuition rates.

BELLSOUTH®

OPERATIONS SUPPORT SYSTEMS (OSS)

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

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

EDI interface is for ordering and provisioning orders for basic residence and business local exchange services, and "switch as is" service. You can access EDI by building an interface to BellSouth's specifications, or by utilizing a third-party software developer.

TAFI is an interactive system that enables the CLEC service representative to enter trouble reports, modify reports and receive estimated times for repair completion.

For registration, contact your account team. The CLEC should meet the following minimum requirements before attending the OSS training sessions:

- must have a signed agreement with BellSouth
- must have connectivity to EDI, LENS, TAFI interfaces, or connectivity within two weeks after training
- *must have a Q account (billing account number) and an Operating* Company Number (OCN) established with the Local Carrier Service Center

ISDN

The ISDN class concentrates on the technical description and ordering requirements for BellSouth's Basic and Primary Rate Interface service offerings that enable customers to access multiple digital network services over BellSouth's local network.

The 3-day session opens with a brief service description of ISDN followed by a review of the BellSouth tariff references and pricing structure. The main focus of the session is on order requirements and includes an example on how to complete the Local Service Request (LSR) form and associated service forms required to order this service.

UNBUNDLED NETWORK ELEMENTS

This 2-day class addresses BellSouth's Unbundled Network Elements (UNEs). The curriculum includes service description, ordering procedures, implementation guidelines and billing and maintenance procedures.

Students will gain knowledge on Network Interface Devices, Unbundled Voice Loops, Unbundled Data Loops and a variety of other Unbundled Network Elements.

BELLSOUTH® MULTISERV℠ SERVICE

The BellSouth MultiServ service curriculum concentrates on the technical description and ordering requirements for BellSouth's central office based CENTREX-like service.

The 3-day session includes a service description, review of the BellSouth tariff references, and a review of the pricing structure. The main focus of the session is on order requirements and includes an example on how to complete the Local Service Request (LSR) forms required to order this service.

BELLSOUTH ®

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972124 2.5K 10/97

EX 16

Lesson Eight Overview and Objectives

Lesson overview

This lesson will focus on negotiating a long distance carrier with your customer. All new customers are given a chance to select a long distance company to handle long distance calls which go outside their home calling zone. You will also learn how to handle a customer that does not want to have a long distance carrier, or perhaps is undecided at this time.



Because of our contractual responsibilities with these carriers, it is important to understand which carriers to offer and any necessary disclosures.

Lesson objectives

Upon completion of this lesson, you will be able to:

- Identify the fields on the Long Distance Companies window
- Describe the need for long distance companies for IntraLATA and InterLATA calls
- Describe Calling Zone/LATA
- Determine which carriers are available for selection: Quotable and Non-Quotable
- Determine how to handle a customer with no selection or who is undecided
- Identify any contractual agreements with the carriers by reading notes
- Provide Equal Access Disclosure
- Navigate through the Long Distance Companies window
- Negotiate local tolls with customers, where available

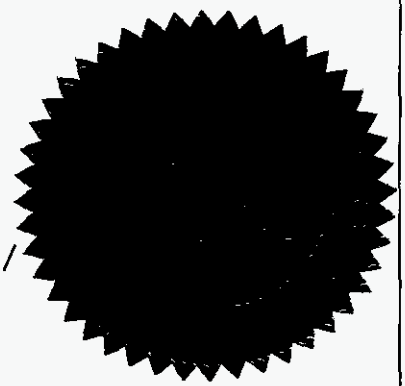
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 16
COMPANY/ WITNESS: Finlen
DATE: 4-30-98

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980119-TP

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.
_____/



DEPOSITION OF:	PATRICK C. FINLEN
TAKEN AT THE INSTANCE OF:	Supra Telecommunications
DATE:	Wednesday, April 22, 1998
TIME:	Commenced at 4:10 p.m. Concluded at 5:20 p.m.
LOCATION:	2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 17
COMPANY/
WITNESS: Finlen
DATE: 4-30-98

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

APPEARANCES:

REPRESENTING SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.:

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REPRESENTING THE COMMISSION STAFF:

JOHN BOWMAN, ESQUIRE
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ALSO PRESENT: STAN GREER
MARCUS B. CATHEY
BRIAN MUSSELWHITE
OLUKAYODE A. RAMOS

I N D E X

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PROCEEDINGS

The following deposition of PATRICK C. FINLEN was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

MS. SUMMERLIN: Suzanne Summerlin representing Supra.

MS. WHITE: Nancy White representing BellSouth.

MR. BOWMAN: John Bowman on behalf of Staff.

MS. SUMMERLIN: And the usual stipulations will apply, Nancy?

MS. WHITE: Yes.

Thereupon,

PATRICK C. FINLEN

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q Good afternoon, Mr. Finlen. I appreciate

you traveling here from Atlanta to talk to us about your work at BellSouth as it relates to our case.

Let me ask you first off, what is your job title at BellSouth and what are your duties?

A I'm a manager in the interconnection services pricing department. In that position, I negotiate ALEC interconnection agreements, and I also manage a small staff of contract compliance, and they track and keep up with the contracts and the rate databases.

Q Now, when did you first start work with BellSouth?

A 1977.

Q Okay. And what was your first job there?

A I started out in the employment office as a clerk.

Q And what has been your rise to power?

A From there I was an installer and repairman until I slid down enough telephone poles to know I didn't want to do that anymore. I was a customer service representative for eight years. In 1988 I was promoted to management and then was doing rate analysis in the rates and economics department of South Central Bell at that time, and have progressed further along, and I was promoted from Birmingham and

moved to Atlanta in January of '96.

Q So you've been in your current job since January of '96?

A No, no. The current job I've been in since September 15th, '97.

Q Okay. And what was your education prior to working with BellSouth?

A Prior to BellSouth?

Q Yes.

A High school. And then since that time I've gone to school at night, and I have a Bachelor of Arts in accounting, a master's in public and private management, and an associate degree in data processing.

Q Great. You've covered a lot of territory.

Okay. What I need to ask you is, when did you first meet Mr. Ramos?

A Today is the first face-to-face meeting we've had. We had spoken -- in October of '97 was our first telephone conversation.

Q Okay. First phone conversation was in October?

A Yes.

Q So you had never talked with him prior to that?

A No.

Q Did you have some phone conversations with him prior to his signing the interconnection agreement?

A Several.

Q Several conversations. Okay. What was the gist of those conversations?

A Essentially I spoke with him, I believe it was on October the 17th, and talked about the interconnection agreement. He was wishing to enter into an interconnection agreement with BellSouth, which I think it was on a Friday. And then the following Monday, which was the 20th -- no, the 21st, we received the -- we had already sent him a standard interconnection agreement, and he had signed the agreement, the boiler plate agreement, and we never even had a chance to put his name in it.

So I called him and asked him, "Are you sure you really want to sign this this quickly?"

He said, "Yes. I need an interconnection agreement."

And I kind of got the impression that he needed it because he was going to be selling unbundled network elements. I really didn't know what he was going to be doing, why he needed it that quickly.

And it surprised me, because it is a thick agreement, and I thought, well, how could you read it over the weekend. And I asked him, "Have you had your attorney look at it?" And he said he didn't have to have that, that he was ready to execute it.

On the 23rd, I believe we sent an overnight to him to -- you know, we put his name in, Supra Telecommunications and all that. And I believe on the 27th he sent it back to us, or he signed it and sent it back to us. And my boss, Jerry Hendrix, signed on behalf of BellSouth, I believe it was October 31, '97.

Q Okay. Do you remember ever having any conversation with Mr. Ramos prior to the Friday, October 17th?

A Prior to that? No.

Q So you're certain that was the first conversation you had had with him?

A Yes, because my birthday was the 16th, and I turned 50, which was kind of a significant event.

Q Okay. You wouldn't have been aware of any conversations he might have had with other people that work with BellSouth prior to that?

A He had spoken, I believe, with some other people to sign his resale agreement, which was done in May. I believe it was executed May the 28th. And he

also executed a collocation agreement, I want to say the latter part of June, first part of July, somewhere in that time frame.

Q So from that you would presume he had had conversations about these various agreements with other employees?

A He would had to have, to at least have gotten a copy of the standard interconnection agreements.

Q The first time he got a copy of the standard agreement was when you sent it, or you don't know that? I'm sorry. I'll let you answer.

A And the answer is I don't know that.

Q So presumably he could have had a copy of the agreement earlier?

A Sure. He could have gotten it from somebody before.

Q When Mr. Ramos first talked with you about the possibility of negotiating an interconnection agreement, do you remember what your response was?

A That I was there to help him, you know, answer any questions he had about it. He didn't have a lot of questions.

Q Did he mention anything about the rates in the agreement?

A He asked where the rates came from. And I explained that the rates were from the AT&T and MCI arbitration hearings, and those rates had been set by the Public Service Commission.

Q Did you communicate to him your view about his possibility of getting any better deal than that?

A What do you mean by better deal?

Q What I mean is, did you have any comments to him -- did he ask you whether he could get a better rate than the rates that were in the interconnection agreement?

A While we were negotiating?

Q While you were discussing it.

A No. He only asked -- he called me on a Saturday, the 25th, and asked where he could find DS-3 in his interconnection agreement, DS-3 service. And I didn't know at that time. I just didn't have the interconnection agreement with me. And I called him that Monday and said, you know, "That service is a tariffed service. It's located in the FCC tariff, and the rates are there."

Q Did Mr. Ramos mention anything to you about Dark Fiber, about the possibility of having BellSouth resell Dark Fiber?

A No. He didn't ask anything about Dark

Fiber. The reason I remember that so emphatically is that in October I really didn't understand what Dark Fiber was. I since that time have learned what Dark Fiber is.

Q Do you remember ever using the phrase, "You are speaking to an apostle or a convert," when you were talking to Mr. Ramos?

A Say that again.

Q A phrase, "You are speaking to an apostle or a convert."

A That I said?

Q Yes, that you said.

A No.

Q Okay. Let me look at your testimony here.

How would you characterize Mr. Ramos's attitude when you dealt with him as a professional?

A Quite courteous. In fact, I enjoyed speaking to him. In fact, I think one of the last things I said to Mr. Ramos was, "I think you're going to make it." You know, I fully expected Supra to be successful. He projected himself over the telephone as somebody that knew what they were doing, was courteous, came across very -- you know, as much as I knew at the time, knew what he wanted, was going there, and he was in a hurry to get there. And the

last thing I said, like I said, was, "I think you're going to make it."

And he said, "I appreciate that, Pat."

And essentially, that was in the last part of October.

Q Your boss is Jerry Hendrix; is that correct?

A That is correct.

Q And Mr. Hendrix is the individual that signed the agreement for BellSouth?

A Yes. He has the authority to sign for BellSouth.

Q Now, it's your responsibility to negotiate that agreement; is that right?

A Yes.

Q Are you aware of the provision in the interconnection agreement that -- let me just point it to you. Just one second.

On page 14, Part A of the agreement. I can show you this.

A I've got it.

Q Paragraph 19.

A Page 14?

Q Do you see paragraph 19 on page 14?

A Yes.

Q I will read this out loud just so it will be in the record, and then I'll ask you a question. It says, "Arm's Length Negotiations. This agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this agreement is in the best interests of all parties."

Would you characterize this as a negotiated agreement?

A Yes.

Q Why would you characterize it that way?

A When we were discussing the agreement, I asked, "Are there any changes? Do you have any questions about this?"

Negotiation to me is a give and take, and if there's no -- if I'm going to have to give, you've got to tell me what you want. If you don't tell me, it's kind of hard to offer anything.

Q So is it your understanding that there's nothing in this agreement that was altered at all for Supra from the standard interconnection agreement that was provided?

A Yes, there were some changes. Attachment 1 was pulled out, which is normally the resale attachment. It was pulled out because the resale

agreement had already been reached in May, so it was negotiated under a separate process. And then Attachment 4, which is the collocation attachment which normally is in there, it was pulled out because it had already been negotiated previously. So there is a little slight change, but not a lot.

Q So is there any substantive change that was made?

A No.

Q Did you have anything to do with the resale or the collocation agreements?

A No.

Q Who would have been responsible for those?

A I believe Greg Beck did the collocation agreement.

Q Greg Beck?

A Yes.

Q B-e-c-k?

A B-e-c-k, yes.

Q Did the resale agreement?

A I don't know if he did the resale or not.

Q You said collocation. I'm sorry.

A Right.

Q And who did the resale?

A I really don't know. I mean, there are

several names, but I don't know which one it is.

Q Well, let me just ask, is it common to have somebody enter into resale, collocation, and everything else in here all at the same time?

A Some parties do, and some parties don't. It depends on the entity.

Q So it's your statement that you don't remember -- do you remember Mr. Ramos ever mentioning Dark Fiber?

A No.

Q Did he ever mention resale of billing?

A No.

Q And you don't remember ever having a discussion about the rates other than that they were set in the arbitration?

A Essentially, during this October time frame. Now, in January he called, and he was upset about the rates, and I explained that the rates again were part of the AT&T and the MCI agreement and had been established by the Florida Public Service Commission at an arbitration, and that was the rates. And in fact, I wrote him a letter.

Q Did you tell him anything about what his chances would be to get any different rates?

A No, I didn't.

Q Did you ever have any discussion with Mr. Ramos about the rates that he was being charged under the resale agreement?

A No.

Q After the interconnection agreement was signed and executed in October, what has been your ongoing interaction with Supra?

A He called several weeks after the agreement was signed, probably before Thanksgiving, I would think, somewhere in that time frame, and asked about the rates. I explained that the rates were based on the MCI/AT&T arbitration, and he said fine. That was the conversation.

Then right after Christmas, in January he called, and that's when it was obvious that he was upset about the rates.

Q Is that the only interaction you had, those two follow-up phone calls?

A No. I got a letter either yesterday or the day before, I can't remember, that had been sent by Mr. Ramos asking for some additional items to be added to his interconnection agreement.

Q But those phone conversations are the only interactions, and that letter?

A Yes.

Q So the testimony that you filed here, is this based on your personal knowledge?

MS. WHITE: Well, which part of the testimony?

MS. SUMMERLIN: Well, any of it.

BY MS. SUMMERLIN:

Q You're telling me that your only personal interaction was the couple of phone calls and the letter that you just received; is that correct?

A Yes.

Q All right. Let me just identify a couple other areas then. Let's see here.

On page 6, lines 2 through 7, you have a question there, has BellSouth acted inappropriately.

MS. WHITE: Page 6 of the direct or rebuttal?

MS. SUMMERLIN: Of the rebuttal. I'm sorry. The rebuttal.

MS. WHITE: Oh, okay.

BY MS. SUMMERLIN:

Q Okay. It's lines 2 through 7, actually, on page 6 of the rebuttal. "Has BellSouth acted inappropriately, as alleged by Supra, in its billing of charges to Supra?" And your response is, "Absolutely not. BellSouth has never acted

inappropriately nor anticompetitively in its billing of charges for services rendered by BellSouth to Supra." So what I was asking is, what is that statement based on?

A What do you mean, based on?

Q Well, I was asking you earlier if you had had any personal interaction with Supra after the interconnection agreement, and apparently you had a couple of phone calls, and then you had a letter the other day. So I'm just trying to figure out where your conclusion or statement here comes from.

A That's my belief that that is a true statement.

Q Your belief. And what did you base it on?

A Well, as an employee of BellSouth for 21 years. And also I've not seen us be -- you know, in numerous letters from upper management, meetings, and stuff like that, it has been provided that we are not to be anticompetitive. And it's just not a good way to do business.

Q So basically that statement there is based on your belief that BellSouth people would treat Supra right?

A Yes.

Q Okay. On that same page a little farther

down on lines 13 through 16, you say that BellSouth doesn't charge a disconnection fee to Supra or to an ALEC of $29.41, but BellSouth does charge an ALEC $19.41 if it is determined that an end user has been switched by that ALEC without that end user's authorization, i.e., slammed.

A Yes.

Q How does BellSouth make that determination?

A If the customer calls, we -- first of all, the customer is switched with our authorization. After the customer is switched, we send out an acknowledge of switch letter. Essentially it says, "Per your request, we've switched your service from BellSouth to Supra," or XYZ, or whoever it is, "and if you were switched without your authorization, please contact BellSouth." And there's an 800 number to contact.

And when the customer calls in and says, "Why did I get this letter? Why was I switched?" we record that. And, yes, we do have a record of that.

Q So basically if the customer calls in and says that they've been switched without their authorization, BellSouth concludes that this has happened?

A I would assume if I was a customer and all

of a sudden I got a letter from my interexchange carrier saying we're sorry you've left, your service is now with somebody else, and I hadn't authorized it, yes, I would be upset.

Q So basically BellSouth was charging Supra $19.41 because a customer calls in and says I was switched without my authorization?

A Yes.

Q Is there any further investigation done by BellSouth beyond finding there was a phone call made by a customer saying that they were switched without their authorization?

A My understanding is that ever who it was switched to, that entity is contacted and asked, do you have a letter of authorization for this John Doe at such and such a telephone number? If it's not produced, then, yes, you're going to be charged the 19.41, because it costs to do that investigation.

Q What is the authority that BellSouth has to require a letter of authorization specifically?

A It's in the resale agreement.

Q Specifically that there must be a letter of authorization?

A I believe that's what it says.

Q In the resale agreement?

A I would have to check.

Q You didn't negotiate that agreement with Supra, so you don't --

A No, and I don't remember every bit of the agreements.

Q Okay. So as far as you know, you're not really sure if it has got to be a letter of authorization that is provided by the ALEC to establish for BellSouth's purposes that there has been a slam or an alleged slam?

A I don't quite understand your question.

Q What I'm asking is, what kind of investigation does BellSouth do, and what is it they require? And you have said what is required is a letter of authorization.

A Right.

Q And you're not sure that's the only way, or are you, the only way for an ALEC to show that they had authorization?

A I don't know of any other way they would be able to show it. That's the only way I would know. How else would you -- you've got to have something. I mean, IXCs, some of them send you a check, and you write on the back of it and cash their check, but in the fine print it says we're switching you, you're

authorizing us to do that.

Q Once BellSouth comes to the conclusion that somebody has been switched without their authorization, your testimony on this page and the next page basically says that BellSouth then charges $19.41 to the ALEC, because it's basically a -- what do you call this fee? Is there a name for this fee now?

A I would have to check the -- unauthorized change charge.

Q Unauthorized change charge.

A I would have to check to see the exact terminology in the agreement.

Q And then in addition, Supra would be billed a secondary service charge of $10?

A Yes. That's a nonrecurring charge to switch them back.

Q And what is the purpose of $19.41 charge?

A To do the investigation.

Q To do the investigation?

A Yes.

Q Hold on a second here.

The secondary service charge is to switch the customer back to BellSouth, the $10 charge?

A Yes.

Q What is involved in that process that is different than changing an IXC?

A Could you repeat that?

Q Yes. The secondary charge of $10 for a residential customer to switch them back to BellSouth, what is the difference in the task that is performed to do that from the task that's performed when you switch the interexchange carrier from --

A You mean switching from an AT&T to an MCI versus from Supra back to BellSouth?

Q Yes, yes.

A I really don't know what the differences are. I'm sure there are some differences.

Q Who would you ask if you were trying to identify the difference?

A I would have to go to somebody in our cost group to see what's involved. I mean, I know there are probably different processes that have to be done.

Q Okay. On line 13 on page 6, you stated that BellSouth does not charge a disconnection fee of $29.41.

A That is correct.

Q But then you go on to say that BellSouth does charge $19.41 because it was a slam, supposedly, and then $10 for the secondary service charge.

A That's correct.

Q Which would add up to 29.41?

A Yes. However, that's not a disconnection fee.

Q It's not labeled a disconnection fee.

A No, it is not a disconnection fee.

Q Okay. On page 7, lines 1 through 3, you say Supra will also be billed for service as called for in Section A2.3.8A of the general subscriber service tariff commencing with the date of installation of the service. I'm sorry. Let me point you farther down. What I wanted to get at is in lines 8 through 10. BellSouth charges Supra one month in advance, is that correct, for customers?

A Yes.

Q Do you know what the genesis of that tariff provision is? I don't believe it's the same tariff provision that's cited up in the earlier part of the page there, but the provision in the tariff that does permit billing for one month in advance.

A This paragraph here is not in the tariff. This is in the resale agreement.

Q But am I correct that there is a tariff provision that provides that BellSouth can charge one month in advance? Are you aware if there is a tariff

provision for that?

A Yes, I believe there is.

Q I recognize that this quoted information on page 7 from 12 through 21 is in the resale agreement. Do you have any knowledge about what the underlying purpose of that is?

A No. Going back to when I started as a service rep in '79 or '80, BellSouth at that time was billing one month in advance for services that are flat rate, and you always billed in arrears for any measured type services, like for toll. Now, that has been going on for a long time.

Q But you don't now what the reason for that is?

A No.

Q Okay. I just want to clear up a couple of things on pages 8, 9, 10, and 11. Just bear with me. I just want to get this clear in my head.

You have listed a number of dates in the history of the relationship between BellSouth and Supra regarding bills sent to Supra and payments sent by Supra to BellSouth, and I just want to make sure that I'm correct in the amounts that are being reflected in this. I mean, there are many different statements made, but I just want to make sure that I

know what the position is of BellSouth in terms of the total amount that has been paid by Supra.

I have here on page 8 that on October 20th, BellSouth received a check for $128,265.73.

A What line are you on?

Q That's line 12 on page 8.

A Yes, 128,265.73.

Q Now, in those first two bullets there, is that the only payment that you're reflecting? Is that what you interpret that --

MS. WHITE: Actual payment?

MS. SUMMERLIN: Yes.

BY MS. SUMMERLIN:

Q I'm just trying to pick out the numbers that BellSouth says it has been paid. That's all I'm trying to do here. It's not a trick or anything. Is that right?

A Yes.

Q And then the next date that you reflect something being paid was November 5th, on line 15 here, that BellSouth received a check for 150,000 on November 5th.

A Yes.

Q The next place that I see your testimony reflecting a payment is December 1st, 100,000. And

I'll have to locate that.

MS. WHITE: Page 9, line 6.

BY MS. SUMMERLIN:

Q Yes, page 9, line 6.

A Yes.

Q Then December 22nd, you reflect that BellSouth received $203,724.39, and that is reflected on line 12. And then on January 28th, on the next page here, on page 10, you reflect that a check for $8,299.36 was received at line 11. And I may have skipped over the other one.

A Yes.

Q Actually, the funds were not available until January 28th, according to your testimony on line 4, for $79,107.85; is that correct?

A Yes.

Q And then the next payment that you reflect in your testimony from Supra is March 2nd. And down in lines 22 and 23, you show that the bank finally advised that the check was good, and that refers to the amount up on line 18, which is $70,138.48.

A Yes.

Q And then the last payment that I see reflected in your testimony was for March 25th, and that is in lines 4 and 5 on page 11, $72,519.15.

A Yes.

Q Okay. I just wanted to make sure that I was interpreting all your statements there correctly.

To your knowledge, has BellSouth billed Supra for a late payment, added any kind of late charges?

A I'm sure they have.

Q What kind of amount would that be?

A I don't know. It's calculated, and I would have to read that section of the interconnection agreement.

Q You believe it's in the interconnection agreement where that amount would be?

A Or the resale.

Q Or the resale?

A And/or. It's a percentage of the unpaid balance.

Q Okay. On page 10 -- let's go back to page 10 here. Actually, I've got the wrong testimony. This is the direct testimony. Let's look at this first.

A Where are we at?

Q The direct testimony, page 10.

You mention on page 10 of the direct testimony -- at lines 7 through 18, you're talking

about various times that the bank has said that funds were not available for Supra. Are you aware of BellSouth ever depositing a check from Supra that was returned?

A I don't think any check has been returned. You mean like for insufficient funds?

Q Yes.

A No.

Q That's all I'm asking.

Okay. Let me point you to page -- in your direct testimony, on pages 12 and 13, at the very bottom of 12, you're talking about the practice that BellSouth has of charging for a full month's service in advance, and that if a customer that switched to Supra decided to switch back to BellSouth for whatever reason within a period of time less than that month, that BellSouth would bill Supra for a full 30-day initial period; is that correct?

A That is correct.

Q Okay. In that kind of a circumstance, just as an example, let's say a customer had stated to Supra theoretically that they wanted to go to Supra from BellSouth, then for whatever reason they decide within a week or two weeks that they want to go back to BellSouth for any reason, and then the process

takes place to switch them back to BellSouth. Is it correct that what BellSouth does is charge Supra for the full 30-day period for services for that customer?

A That is correct. That would be just like we charge one of our own end users. If they decide they want to start service today and then in two weeks, whatever that is, May 1st, decide they want to disconnect, then they would also be charged the full initial service fee.

Q Once Supra is charged for that full 30-day period, or simultaneously, is the end user customer that goes back to BellSouth also charged a 30-day in advance fee? I mean, is that not what would happen if they -- at the same time that Supra is being billed for that full 30-day period, isn't it true that that customer who has switched back within that 30 days is also being charged for a full 30 days' service in advance?

A Yes.

Q Are you familiar with whether all of -- let me rephrase that. Is it your position that the interconnection agreement or the resale agreement provides that Supra must make funds immediately available to BellSouth?

A Yes. In Attachment 7 of the

interconnection agreement, it's to be immediately available funds.

Q Now, how does BellSouth define that?

A That the funds are available when the check is presented to BellSouth, the funds are available at that time.

Q Why does BellSouth take the position that it does not have to deposit the check to find out?

A Well, I don't know why there's that position. I could think of a personal reason.

Q Go ahead.

A If I was running a business and I knew that somebody -- if I determine that somebody has given me a check and there's not sufficient funds, instead of me sending it to the bank and depositing it in my checking account, and then when the check doesn't clear, then I get charged a service charge, and then I have to go back and charge the other person, I'll hold onto the check for a couple of days until there is sufficient funds, and then at least it would eliminate some of the service charges, if I was running a business, you know, if that was the situation.

Q Is this provision in all of the resale or interconnection agreements that BellSouth enters into?

A That the funds will be immediately available?

Q Yes.

A I don't know if every agreement says exactly those same words, but I know that the standard BellSouth agreement does.

Q Is it standard practice for BellSouth to call and check on any check that is received?

A No.

Q Why did this practice take place here with Supra?

A I was told that because Supra was getting behind and the bills were getting so large, they were getting concerned. And it's essentially -- if the funds are not there and you keep waiting, then it is essentially letting ever who it is get further and further behind. It's kind of like digging a hole and you can't get yourself out if you get too far behind.

Q Well, I guess I'm confused. If BellSouth had never had a check returned, why would BellSouth assume that the funds would not be available?

A Because the account was being treated -- at that time, the bills were so far behind, we had actually sent some written notice that if the funds weren't available or weren't sent, that we would stop

processing orders. That took place on January 21st. And we felt that we needed to check and make sure the funds were there. They weren't.

Q According to?

A The bank.

Q Did you call the bank?

A Did I call the bank?

Q Yes.

A No, I did not call the bank.

Q How do you know that that's true?

A Subject matter expert, the people that handle the billing.

Q Do you know what individual called the bank on any of these occasions?

A Yes, I do.

Q Who?

A Patsy Shadrick.

Q Patsy Shadrick?

A You're going to ask me to spell it?

Q Yes, I'm going to ask you to spell it.

MS. WHITE: I can do that. It's S-h-a-d-r-i-c-k.

MS. SUMMERLIN: That's what I would have guessed.

MS. WHITE: P-a-t-s-y.

MS. SUMMERLIN: I got that part.

MS. WHITE: Well, sometimes it's P-a-t-s-i-e, some new-fangled name. But this is the old-fashioned way.

BY MS. SUMMERLIN:

Q And where does this lady work?

A She's in Birmingham.

Q In what office or what section?

A She is -- I think it's called the LCSC.

Q In the LCSC?

MR. GREER: In collections.

BY MS. SUMMERLIN:

Q Is collections a subpart of LCSC?

A I believe it's one of the processes they do there.

Q Are you normally aware of this kind of activity on a reseller account?

A No.

Q Why were you aware of it in this case?

A To respond to Mr. Ramos's direct testimony that he filed in this docket.

Q So you made yourself aware?

A Yes.

Q Are you aware of any period of time when BellSouth sent out letters to individuals who had

authorized or told Supra that they wanted to switch to Supra prior to working those orders?

A Repeat the question.

Q Are you aware of any period of time when BellSouth sent out letters to individuals who had switched their service to Supra prior to BellSouth working the orders to switch their service?

A Yes.

Q What period of time did that happen?

A That was in the summer of '97, June, July. I believe the error was discovered and corrected in August. The letters were essentially telling the customers that their service was going to be switched, and if they didn't authorize it, to contact BellSouth.

Q Okay. Now, as you've already told us earlier, this is not your personal knowledge here, but you've talked to people that do know about this. Who informed you that these letters were being sent out during that time frame?

A I think Cynthia Arrington is the person that gave me that information.

Q Is she the person to talk to about this? I mean, would that be more appropriate because she probably knows more about it?

A She would probably be able to.

Q You don't know exactly when this started?
A Sending out the letters?
Q Yes.
A Before the service was worked?
Q Yes.
A I believe it actually started sometime in May, but for Supra it was like June, because they didn't have any customers before then.
Q But you don't really know the details about why that happened or --
A You mean why it happened?
Q Yes, or who decided that it was a good idea.
A I don't think it was decided that it was a good idea. I think it was a programming error that generated the letters.
Q Do you know what the process is that caused the letters to go out?
A No, I don't know how they -- what the process is to generate that letter. I think when the disconnect order is issued to change the customer, the letter goes out after that.
Q And Cynthia Arrington would know about that?
A I believe so.

Q Would you characterize that, regardless of why it happened, as an event that had an anticompetitive effect?

MS. WHITE: I'll object from the standpoint that you're asking for a legal conclusion. If you're asking for his opinion, that's fine.

BY MS. SUMMERLIN:

Q I just want your opinion.

A My opinion?

Q Yes.

A No, I don't think they're anticompetitive. If you look at the letters that have been attached to Mr. Ramos's testimony, essentially it says we have honored your request, we switched your service, and if it was switched in error, please contact us, because it shouldn't have been done. And if I was being switched, I would want to know that information.

Q Isn't it kind of making an assumption that there's a problem?

A What do you mean, making an assumption?

Q In other words, BellSouth is kind of making an assumption that there's going to be a problem by sending those letters out?

A No. I still don't --

Q Okay. Thank you. Just one second.

Were you aware of the problems that Supra was having with billing its customers?

A No, I was not.

Q So is it correct to say basically that you really haven't been aware of Supra at all until you had to get ready for this, I mean, other than those two phone calls?

A After the interconnection agreement?

Q Yes.

A I was -- no, not until this started, I guess, whenever that was.

Q I asked Mr. Cathey earlier today this question, and I don't know if you know anything different, but can you tell me how many ALECs are operating in Florida right now that have business and residential customers?

A No, I could not, and really would not feel comfortable knowing what the ALECs -- what their target market is. I mean, you can kind of get the gist when they asked for certain things in their interconnection agreement what niche they're trying to get into. But essentially they are an entity and are buying wholesale services from us.

Q From our operation, you're not going to know? That's the bottom line?

A No.

Q Okay. On page 15 --

MS. WHITE: Of direct or rebuttal?

MS. SUMMERLIN: Of rebuttal.

BY MS. SUMMERLIN:

Q On lines 4 through 13, this is similar to what I asked you earlier, but you're answering a question here, "Have BellSouth's customer service representatives acted inappropriately to inquiries regarding Supra as Supra has reported?" And your answer is no; is that correct?

A That is correct.

Q On what do you base that?

A As in the exhibits, and in talking to people I used to work with in the business office, this is told over and over and over to the customer service representatives, that the ALEC is a customer. These are customers, and we don't make disparaging remarks about them. We have sent out numerous executive letters. There are classes, and there are meetings as part of the service rep training that takes place, and it's -- we don't do it.

Q But you don't have any personal knowledge whether it's happening or not; is that correct?

A Not personally. I mean, it would be --

Q Do you have any data to support the statement that it's not happening? What I mean by that is, what you're telling me is that BellSouth has taken all these steps to tell its employees not to do this. Do you have any data to support that in fact, in reality, this is not happening?

A No, not that I know of.

Q On the bottom of that page, page 15, down on lines 21 through 24, you have a question here, "Has BellSouth advised Supra's customers that they cannot advertise in the yellow pages, that they will lose access to the Internet, or that they should not pay their bills?" And your answer on the top of page 16 is no, and you go on to explain that. I would ask you again the same question. Do you have any personal knowledge about whether these statements are being made?

A That they can't advertise in the yellow pages and they can't get Internet?

Q That BellSouth employees have said these things to people.

A That they've said they couldn't do this or that?

Q Yes, if they switched to Supra.

A No. I don't have any personal knowledge of

that.

Q Do you have any data that BellSouth has accumulated to be able to document that these types of things are not happening?

A No.

Q Is it safe to say that that's true about the question at lines 17 through 21 on page 16?

A That is correct.

Q Okay. On page 21 of the rebuttal testimony, at lines 14 through 16, you say, "If a customer does inquire about Supra's certification, then they are advised to contact the Commission to determine the information."

Based on the numbers that I was going through earlier, would it be safe to say that it's your testimony that Supra as of this point in time has paid about three-quarters of a million dollars to BellSouth for resale services?

A Based on the amounts --

Q Based on the numbers, yes. I didn't add them up perfectly, but an estimated number, it appears to come close to that. Would you think that was a safe or a fair estimate?

A I would have to go back and add them up, but subject to check, I would say --

Q Just in a general way, it's a fair amount of money for a small company to pay for service?

A It would be to me.

Q Do you think that it's unreasonable for an entity that contracts with BellSouth for that kind of resale service and who is trying to enter into this business of providing local service, that it's unreasonable for those people to expect that if an inquiry is made about their existence as a certificated alternative local exchange carrier is made to BellSouth, that it would be inappropriate for BellSouth's customer service rep, whoever takes the call, wherever, whether they're in the repair place or the service place, or wherever in the operation they are, assuming they've got a screen that can pull up the number, would it be unreasonable for them to be able to reflect that you are an end user of Supra, and Supra is a certificated ALEC, we have a contract with them?

A Well, with over 300 contracts, updating that, and -- if I understand your question correctly, you're wanting to know if the service rep could say Supra is certificated.

Q Yes.

A That would be a great deal of expense to

BellSouth, first of all, to have to track all those certifications across nine states.

Also, it could be subject to error very easily. The certification could have been withdrawn or changed or whatever. And I don't know how that process works. Yes, it is certificated, in essence, it has the paperwork which we seem to live by, but maybe it has not flowed through. So the customer service representative could definitely make a false statement if we were trying to do that.

The best source of the information for certification would be the Commission. They're the individuals that certify them.

Q Does BellSouth provide resale service to entities that are not certificated?

A Not that I know of.

Q Is it BellSouth's obligation to know that somebody is certificated?

A No. If they want to operate within a certain state that doesn't require certification, then they can do that, yes.

Q In Florida, is BellSouth providing resale services to entities that are not certificated?

A Not to my knowledge.

Q To your knowledge, has BellSouth made any

analysis to try to determine what kind of cost would be involved in making sure that a customer service rep knows that Supra or any other ALEC happens to be certificated?

A You mean a study to see how much to build the screens and to develop all the processes with all the Public Service Commissions, which would also incur the expense of having to notify BellSouth that ALEC 1 is now certified? No.

Q I'm confused, I guess. Why would there be a problem if BellSouth has contracted with an entity and is doing business with that entity? What is the difficulty in terms of knowing that they're certificated? I mean, wouldn't it be kind of a big deal if somebody were not certificated all of a sudden? I mean, how are they going to become uncertificated unless there's a show cause proceeding?

A I have no idea how the process works.

Q Okay. At lines 20 through 22 on that same page, you say -- on page 21 of the rebuttal testimony, you say that if a customer contacts BellSouth about a problem with Supra, then BellSouth has every right to direct the customer to the proper regulatory body to resolve that problem.

Do I take that to mean that it's not

appropriate for BellSouth to suggest that the customer call Supra to resolve the problem?

A No. BellSouth doesn't have to tell the customer to call Supra regarding the problem. It would be like me calling Sears about my Penney's bill. I mean, Sears has nothing to do with my Penney's bill, and Sears would tell me, you know, go somewhere else if you have a problem with how you're being treated by Penney's, say, on the credit card or something like that, that you can go to a regulatory authority regarding interest payments or whatever.

Q Is Sears reselling Penney's stuff?

A Not that I know of.

Q That's right, so it's a little different deal, isn't it?

On lines 24 and 25 of page 21, you say, "Why else would a customer contact BellSouth with a problem with Supra?" And that follows a sentence that apparently they're having a problem with Supra that Supra is not resolving, and then you say, "Why else would a customer contact BellSouth with a problem with Supra?"

If a customer received a letter from BellSouth or a bill from BellSouth after they've already switched their service, isn't it possible they

might call BellSouth to inquire about why they got that particular bill?

A You mean they received a BellSouth bill?

Q Yes.

A Then I would expect them to call BellSouth. But that wouldn't have anything to do with Supra.

Q But if they had also received a bill from Supra subsequent to their switch --

A They would need to contact Supra regarding the bill they got from Supra, and they would contact BellSouth regarding the bill they got from BellSouth.

Q But apparently what you're saying here is that Supra couldn't resolve the problem, or why else would they be calling BellSouth.

A Say it's a problem with some type of service.

Q I'm not arguing about that.

A It's just an assumption.

Q I'll be through in one second if you'll just let me go through my stuff here.

Are you familiar with Bell Atlantic's practices?

A No.

Q In any way, shape, or form?

A No.

Q Does BellSouth make any effort to know what the other RBOCs are doing in terms of trying to open up their markets to local competition?

A Not that I'm aware of.

Q So there's no interaction, no information sharing?

A Unless it's like at an industry forum or something. I mean, I don't know.

Q Are you familiar with whether Bell Atlantic resells its billing service to ALECs?

A I don't know.

Q Let me refer you to Exhibit PCF-5 at the back of your rebuttal testimony.

A Five, you say?

Q Yes, PCF-5.

A Okay.

Q And it's page 8 of 10. Can you tell me where this thing came from?

A It's part of the Telescope, which is a company newsletter that's sent out periodically.

Q By BellSouth?

A Yes. It's an internal newsletter.

Q What is this here for?

A That we -- it supports the statement that we do tell our employees not to make disparaging or

anticompetitive remarks.

Q On this page 8 of 10, there's a statement here, "We have been the most aggressive RBOC in opening up our local markets to competition. Our charge now is to assure that our systems and operating procedures for allowing our competitors into business are airtight." But you're not familiar with that statement or where it came from or what it means?

A Yes, from Charlie Coe, Group President, Customer Operations, right underneath.

Q So one can conclude that anything any other RBOC does to foster competition, BellSouth is doing it or doing it better, I would assume; is that correct?

MS. WHITE: I object.

MS. SUMMERLIN: Go right ahead.

I think I've just got one thing left. Just hang on one minute.

BY MS. SUMMERLIN:

Q Are you familiar with FCC Order 96-325?

A Not by number. I'm not familiar with that.

MS. WHITE: What is that order?

MS. SUMMERLIN: All I know is that it's 96-325. I don't have the whole thing. I've only got a part of it here. It's the order to implement the Telecommunications Act in general,

so it's --

MS. WHITE: The first order from the FCC on that?

MR. BOWMAN: Yes, with respect to interconnection grouping.

MS. SUMMERLIN: I'll show you the page I'm looking at here. That's all I've got with me right now.

MS. WHITE: Okay. It's the first big order. That's how I know them.

MS. SUMMERLIN: Okay. The first big order.

BY MS. SUMMERLIN:

Q But you're saying you -- are you familiar with this order at all?

A I know about the order.

Q Have you needed to know about it to negotiate these agreements that you've been working on?

A Not really.

Q Not directly?

A Not directly.

MS. SUMMERLIN: You let Nancy be worried about that; is that it? All right. Well, we won't make you worry about it today. I'll let somebody else worry about it later.

All right. I think that's all I've got.

MR. BOWMAN: Just a couple of questions from Staff.

CROSS EXAMINATION

BY MR. BOWMAN:

Q In your estimation, based on Ms. Summerlin's question, what is the significance of Bell Atlantic offering billing services to ALECs?

A Based on her question?

Q Based on her assertion.

A Well, my assumption is --

Q Assuming her assertion is true.

A That they're offering billing services to the ALECs?

Q Yes, assuming that's true. I'm not saying that it is, but just based on that assumption.

MS. WHITE: And what's the question? Assuming that's true, what's the question?

BY MR. BOWMAN:

Q What's the significance?

A I don't see any significance. It seems like Bell Atlantic, which is a totally different entity, has decided that they would like to get into that line of business, and BellSouth has chosen not to.

Q You stated earlier I believe in your testimony that on the 20th or 21st you received a letter from Supra requesting that additional items be added to the interconnection agreement?

A Yes, this Monday or Tuesday. I can't remember what day it was.

Q And do you remember what those items where?

A It's maybe 10 items. One of them is subscriber line loops, subloop -- no, subscriber line level 1 and level 2 loops, I think ADSL or HDSL. There are some other -- I haven't really had an opportunity to really review it. You know, we haven't started drafting the amendments or anything.

MR. BOWMAN: Okay. I think that pretty much takes care of Staff's questions.

MS. WHITE: I just have one.

CROSS EXAMINATION

BY MS. WHITE:

Q Mr. Finlen, do you believe it's the responsibility of the BellSouth customer service representatives to educate end users about Supra?

A No.

MS. WHITE: That's all.

MS. SUMMERLIN: Thanks a lot.

(Deposition concluded at 5:20 p.m.)

CERTIFICATE OF ADMINISTERING OATH

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on the date and place indicated on the title page of the foregoing transcript, an oath was duly administered by me to the designated witness before testimony was taken.

WITNESS my hand and official seal this 24th day of April, 1998.

MARY ALLEN NEEL
MY COMMISSION # CC409791 EXPIRES
October 10, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter transcribed under my supervision; and that the foregoing pages numbered 1 through 50 are a true and correct transcription of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, or relative or employee of such attorney or counsel, or financially interested in the action.

DATED THIS 24th day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

EX. 18

Legal Department

EDWARD L. RANKIN III
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0731

April 20, 1998

Via Hand-Delivery

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Rd., #201
Tallahassee, Florida 32301

RE: **Docket No. 980119-TP (Supra Complaint)**

Dear Ms. Summerlin:

Enclosed are BellSouth Telecommunications, Inc. Responses and Objections to Supra Telecommunications and Information Systems, Inc.'s First Set of Interrogatories (Nos. 1-36) and First Request for Production of Documents (Nos. 1-12), dated March 20, 1998.

Sincerely,

Edward L. Rankin III (KR)

Edward L. Rankin III

Enclosures

cc: All Parties of Record
A. M. Lombardo
R. G. Beatty
W. J. Ellenberg

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 18
COMPANY/ WITNESS: Rankin
DATE: 4-30-98

CERTIFICATE OF SERVICE
Docket No. 980119-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by (*) Hand-Delivery and Federal Express this 20th day of April, 1998 to the following:

Beth Keating
Legal Counsel
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
Tel No. (850) 413-6199
Fax No. (850) 413-6250

Suzanne Fannon Summerlin, Esq. *
1311-B Paul Russell Rd., #201
Tallahassee, Florida 32301
Tel. No. (850) 656-2288
Fax. No. (850) 656-5589

Edward L. Rankin III (KE)
Edward L. Rankin, III

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, personally appeared Micheale F. Holcomb, who being first duly sworn deposes and says:

That she occupies the position of Manager, Headquarters Regulatory and is the person who has furnished answers to these interrogatories No. 1 through No. 36 and further says that said answers are true and correct to the best of her knowledge and belief.

WITNESS my hand and seal this 17th day of April, A.D., 1998.

Signature Micheale F Holcomb

Teresa L Rockwell
Notary Public

State of Georgia

My Commission Expires:

TERESA L. ROCKWELL
Notary Public, Gwinnett County, Georgia
My Commission Expires October 28, 2001

REQUEST: Describe in detail, step by step, how BellSouth processes orders for BellSouth service from new customers, from the initial contact with BellSouth to the completion of the entire process including the internal procedures that provide for billing.

RESPONSE: The customer contacts the BellSouth business office for new service. The SR engages in conversation with the customer to obtain information necessary to issue an order for new service. This negotiation includes the following information: service address & validation, listing details, billing address, directory delivery, credit information & verification, telephone number selection, carrier selection, selection of line and associated services, due date, and access/contact information.

As the SR negotiates, the information is captured in the Consumer Regional Negotiation System (RNS). When the SR completes the negotiation, the order contains necessary information for provisioning and billing of the customer requested service.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: Describe in detail, step by step, how BellSouth processes orders for changes in long distance service from long distance carriers, from the initial receipt of a request for change in service from any source to the completion of the entire process.

RESPONSE: Please see documents provided in Production of Documents No. 1.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Describe in detail, step by step, how BellSouth processes repair requests from BellSouth customers, from the initial call or repair request from a customer to the completion of the process.

RESPONSE:

1. BellSouth customer reports their telephone trouble to the BellSouth Repair Center.
2. A Maintenance Administrator (MA)/Representative (Rep) inputs the telephone number into TAFI and follows TAFI scripts.
3. Depending upon the trouble reported, TAFI automatically requests tests to be performed via MLT, PREDICTOR, etc.
4. If the line tests ok, the MA/Rep will advise the customer and close the trouble ticket.
5. If the line does not test ok, the MA/Rep will advise the customer that they see trouble on the line and will handoff the trouble, via LMOS, to the appropriate Network group for resolution.
6. The person that clears the trouble, will notify the customer and close the trouble ticket.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: Describe in detail, step by step, how BellSouth processes requests to change a customer's service to an ALEC, from the initial request from any source to the completion of the change in service, including the internal steps that discontinue the billing process for that customer.

RESPONSE: An order entered electronically with no errors flows into the Local Exchange Service Order Generator (LESOG) without any intervention from the Local Carrier Service Center (LCSC).

A manual order that is mailed or faxed consists of four completed forms; Local Service Request (LSR), a Resale Service form, an End User Information form and a Directory Listings Request form.

The activity code placed on the order directs the Service Representative on what type orders will be issued. An "A" activity code = New Installation, "C" activity code = change to an existing service or account, "D"= disconnection, "M" = Inside move of physical termination within a building, "T" = outside move of end user location, "R" = record activity for administrative changes, "V" = Conversion of service as specified, "W" = Conversion as is, "S" = Suspend, "B" = Restore.

If the activity is "A" then a "N" order will be issued. If the activity code is "C" then a "N" order is issued for the new service and a "D" order to disconnect the existing service is issued. The new order will establish billing for the ALEC and the disconnect order will discontinue billing from the old carrier and create a final bill if the carrier was BellSouth.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Identify all ALECs with which BellSouth has entered into contractual agreements for the resale of BellSouth's local services, the types of customers served by those ALECs, the length of time those ALECs have been in operation, the names of any of those ALECs no longer in operation, and the annual charges for BellSouth's service for which BellSouth has billed those ALECs.

RESPONSE: BellSouth objects on the basis that part of the information requested is public record; BellSouth does not have the information requested in its custody, possession or control; and that the information requested is not relevant to the issues in this docket nor is it calculated to lead to the discovery of admissible evidence.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: What are BellSouth's internal policies regarding the provision of services to ALECs reselling BellSouth's services in regard to: a) the time periods for processing of orders from ALECs on behalf of ALECs' and users for new service; b) the time periods for provision of repair services to ALECs' end users; c) the required medium and the complete detailed procedure for submission by ALECs of each and every type of order for services or repairs or maintenance (electronic or manual submission by facsimile or paper); d) the communications BellSouth instructs its customer service representatives and all other BellSouth employees who interact with the public or customers to make regarding ALECs and long distance carriers with which BellSouth has contractual resale agreements.

RESPONSE: a) BellSouth's internal policy regarding the time periods for processing of orders from ALECs on behalf of ALECs' end users for new service is substantially the same as the time periods for processing of orders from BellSouths' retail end users for new service. If Supra is referring to the overall installation interval, that interval is automatically assigned based on loading factors in the Service Order system and this same Service Order system is used for both wholesale and retail orders.

b) BellSouth is not clear as to what Supra means by time periods for provision of repair services to ALECs' end users. If Supra is referring to appointment setting on trouble tickets then BellSouth treats ALECs exactly the same as it treats its retail customers since the Operations systems that set appointment times makes no distinction between retail and wholesale trouble tickets.

c) The Local Carrier Service Center will handle orders for the following services; Call Waiting/Deluxe, Caller ID Deluxe/Caller ID Basic, Custom Calling Features, Hunting, Flat Rate Basic and Message/Measured Rate.

The ALEC's Account Team will handle orders for AccuPulse, Centrex, ESSX, Digital ESSX, MultiServ, DID, E-911, Frame Relay, FlexServ, ISDN Megalink, PBX Trunks, SMARTPath, SMARTRing and SynchroNet Service.

RESPONSE: (Cont.)

c) A BellSouth Project Manager coordinates order fulfillment if the order is for Unbundled Loops with or without Number Portability of 11 lines or more, Number Portability Only (Simple Service) 51 lines or more, Complex Services (All); New Complex Services, Complex Service Additions, New Simple Services 20 lines or more, Simple Service Additions 20 lines or more.

Repair issues are handled according to the type of service and state:

RESALE RESIDENCE
Alabama 800 538-6277
North Florida 800 216-5688
South Florida 800 432-1424
Georgia 800 867-5662
Kentucky 800 217-5057
Louisiana 800 335-2998
Mississippi 800 427-4171
North Carolina & South Carolina 800 642-0544
Tennessee 800 873-8846

RESALE SMALL BUSINESS
All States in BellSouth 800 252-0803

RESALE LARGE BUSINESS
All States in BellSouth 800 247-2020

RESALE FAST PACKET (DIGITAL DATA)
All States in BellSouth 800 256-6923

UNBUNDLED NETWORK ELEMENTS MAINTENANCE
Atlanta, GA 800 795-0153
Birmingham, AL 800 811-9079

These centers are open 24 hours a day 7 days a week to report troubles.

RESPONSE: (Cont.)

d) See Supra's First Request for Production of Documents No. 1.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: What is BellSouth's service and order provisioning efficiency in regard to its own customers? in regard to all ALECs currently served? in regard to Supra Telecommunications & Information Systems, Inc.?

RESPONSE:

February 1 - February 28, 1998	% Provisioning Appointments Met Resale
1. BST Retail	99.29%
2. All ALECs	97.31%
3. Supra Telecommunications	95.28%

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: Has BellSouth sent out retention letters to customers of ALECs prior to working orders for service for new customers of those ALECs? If so, identify the specific time period during which this has occurred. Has BellSouth sent out retention letters to customers of Supra Telecommunications & Information Systems, Inc., prior to working orders for service for new customers of Supra Telecommunications & Information Systems, Inc.? If so, identify the specific time period during which this has occurred.

RESPONSE: Please see Rebuttal Testimony, pages 11-12, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: Identify the training classes offered by BellSouth for ALECs and other telecommunications carriers, give the subject matter covered, the cost for each class, the dates offered and the locations in which they are offered, give the numbers of persons in attendance, how many people have asked for refunds for these training classes, and how many complaints have been received by BellSouth regarding these classes.

RESPONSE: BellSouth objects to Interrogatory No. 9 to the extent that it seeks information regarding carriers other than ALECs on the basis that such information is not relevant to the issues in this docket nor is it calculated to lead to the discovery of admissible evidence. However, see Supra Production of Documents No. 1 for relevant information regarding training classes offered to ALECs.

There has been only one ALEC requesting a refund for tuition. The refund was requested for the Products and Services class held October 7-8, 1997.

Admitted because we were in the class

Also, please refer to Direct Testimony, pgs 4-6, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Marcus B. Cathey
Director
3535 Colonnade Pkwy.
Birmingham, Alabama 35243

REQUEST: What percentage of ALEC orders get processed the first time they are submitted to BellSouth? What are the reasons for orders that do not get processed the first time, by percentage? What percentage of Supra Telecommunications & Information Systems, Inc.'s orders get processed the first time they are submitted to BellSouth? What are the reasons for orders that do not get processed the first time, by percentage?

RESPONSE:

	% of Orders Processed the first time submitted to BellSouth	
	Jan. 1998	Feb. 1998
ALL ALEC orders	63.7%	87.4%
Supra Telecommunications orders	63.4%	86.1%

There are only two (2) reasons that orders fail to get processed, input errors on the part of BST or the ALEC. The majority of all input errors are ALEC input errors.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: Identify the BellSouth employees who work in the Interconnection Services Bureau, their job titles, job descriptions, the training they have received from BellSouth, whether they are salespeople, and the nature of their compensation--salary or commission and, if commission, the basis for such commissions.

RESPONSE: BellSouth objects to the extent that there is no such animal in BellSouth as the "Interconnection Services Bureau". To the extent that Supra refers to the Interconnection Service Department, BellSouth objects on the basis that the request is unduly burdensome and overbroad. Some 8051 people are employed in this department. Requiring BellSouth to provide the information requested for all 8051 people would be unduly burdensome.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: State the name of the Account Executive Team BellSouth assigned to Supra Telecommunications & Information Services, Inc. and their specific areas of responsibility.

RESPONSE: Wayne Carnes - Regional Account Manager - Responsible for helping ALEC do business with BellSouth

Bob McRae - System Designer - Supporting Account Manager and helping answer technical and design questions.

Cynthia Hodges - CSC - Supporting Account Manager and helping answer service issues, residence and small business type questions. She is new to my account team.

Cynthia Arrington - CSM - Support ALEC with LCSC issues.

INFORMATION PROVIDED BY: Marcus B. Cathey
Director
3535 Colonnade Pkwy.
Birmingham, Alabama 35243

REQUEST: Does BellSouth sell its billing services to any telecommunications carrier? Does BellSouth sell its billing services to any end user? Name the BellSouth employee who is most knowledgeable about this subject.

RESPONSE: BellSouth objects on the basis that, the Prehearing Officer, in Order No. PSC-98-0416-PCO-TP, issued on March 24,1998, ruled that the issues to which this interrogatory refers were not appropriate. Therefore, BellSouth objects on the grounds that this request is not relevant nor is it calculated to lead to the discovery of admissible evidence.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: Does BellSouth have dark fiber in Florida? If so, how much and where is it located? What percentage of this dark fiber will be utilized in the next twelve months, the next eighteen months, and the next two years? Name the BellSouth employee who is most knowledgeable about this subject.

RESPONSE: BellSouth objects on the basis that, the Prehearing Officer, in Order No. PSC-98-0416-PCO-TP, issued on March 24,1998, ruled that the issues to which this interrogatory refers were not appropriate. Therefore, BellSouth objects on the grounds that this request is not relevant nor is it calculated to lead to the discovery of admissible evidence.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

Draft flow

REQUEST: How much has BellSouth billed Supra Telecommunications & Information Systems, Inc., since the beginning of Supra Telecommunications & Information Systems, Inc.'s operations and for what services specifically? Please state these charges on a monthly basis. How much has Supra Telecommunications & Information Systems, Inc., paid BellSouth? Please reflect these payments on a monthly basis. How much money does BellSouth believe Supra Telecommunications & Information Systems, Inc., owes BellSouth and for what specifically?

RESPONSE: BellSouth objects to the extent the interrogatory requests the services billed for each individual Supra end user. This request is unduly burdensome and overbroad.

However, please refer to the Rebuttal Testimony, pages 8-11, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: Has BellSouth billed Supra Telecommunications & Information Systems, Inc., as a Club Billing customer? Has BellSouth modified its Club Billing service for Supra due to Supra's requirements as an ALEC? If so, describe these modifications.

RESPONSE:

1) Yes. BellSouth has made available to Supra its monthly billed charges via the Customized Large User Bill ("CLUB") capabilities and has billed Supra the non-recurring and recurring charges associated with CLUB.

2) No. BellSouth provides an ALEC with billing information in substantially the same manner as is provided to BellSouth's retail customers. This same availability is extended to the CLUB product. Therefore, no system revisions have been implemented for the ALEC's use of CLUB.

INFORMATION PROVIDED BY: David Scollard
Manager
600 N. 19th Street
Birmingham, Alabama 35203

REQUEST: Does BellSouth use manual or paper submission of service orders or change orders internally? In what specific activities is manual or paper submission used? What percentage of total internal orders are manual or paper?

RESPONSE: Paper submission is our manual process. The decision to use the paper process is at the ALEC's election. Simple orders can be submitted through the Local Electronic Navigation System (LENS) with the exception of "C" change order activity. These are limited to paper submission at this time. A complex order cannot be submitted through the LENS so a paper order must be submitted. Electronic Data Interchange (EDI) can handle simple and complex orders in a batch mode depending on the ALEC's preference.

INFORMATION PROVIDED BY: William N.Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Have BellSouth employees ever been instructed to telephone a new Supra customer? If so, when and under what circumstances were such calls to be made? Have BellSouth employees been instructed to tell customers of other telecommunications carriers, including customers of ALECs, to "ask them [the other telecommunications carrier] who will repair your phone?" If so, when and under what circumstances were BellSouth employees instructed to do this?

RESPONSE: No. Our employees are not instructed to call new Supra customers. Please see the Rebuttal Testimony, pg 16, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Explain what CRIS is and how it works. Explain what RSAG is and how it works.

RESPONSE: The Customer Records Information System ("CRIS") is the primary system used by BellSouth to bill its retail end users for services ordered via the General Subscriber Service Tariff ("GSST"), the Private Line Services Tariff or ordered via contract with BellSouth. The system is operated each business day to process the numerous input streams and to format bills to the customers which are supported by it. CRIS is also used to bill ALECs for services purchased for resale and for certain unbundled network elements ("UNEs").

When a customer orders service with BellSouth, an account is established which is targeted to a specific "billing period". The billing period determines the timing of when billable transactions (i.e., recurring and non-recurring charges for services ordered, usage charges for toll and billable local calls, etc.) are accumulated and controls the dates for formatting bills for receipt by the customer. The inputs to CRIS include:

- The Customer Service Record ("CSR");
- Service Orders processed for new services or processed to disconnect service;
- Central Office Recordings for toll calls or billable local calls;
- Central Office Recordings for billable per-use vertical featrues such as per-use Call Waiting or per-use Three-Way Calling;
- Payments made by the customer for services billed;
- Adjustments or other charges and credits that may be necessary as a part of day-to-day operations;
- Billed charges from interexchange carriers or other providers that have a billing and collection agreement with BellSouth for end-user billing.

RESPONSE: (Cont.)

Each business day, the billing inputs are processed and data is accumulated for inclusion on the customer's bill. The precise timing of when a customer's bill will be produced is controlled by the bill period in which the customer's billing account has been included. On the appropriate date, CRIS accesses the information that has been stored since the previous bill was created and performs the needed activities to create the bill in the formats requested by the customer. Some of the activities that are performed by CRIS at this stage include:

- Applying the appropriate taxes for each customer and taxing authority;
- Calculating the balance due from the customer using previous balances, current charges, payments processed and adjustment information;
- Printing the actual lines on the paper bill or;
- Creating the appropriate electronic billing records for transmission to the customer;
- Mailing the paper bill or electronically transmitting billing records to customer.

CRIS provides for a number of billing output media that can be selected by the customer. Included among these different options are:

- Standard paper bills;
- Customized Large User Bills ("CLUB") which provide a number of sort options;
- Diskette Analyzer Bill or "DAB" provides software which allows the customer to sort its billing information and create reports from billing records;
- Bills on CD-ROM provides for the same functionality as the DAB but uses CD-ROM as the output media;
- Electronic Data Interchange ("EDI") billing provides an industry format that the customer can use to receive and process billing information;

RESPONSE: (Cont.)

- Billing on magnetic tape, provides electronic billing records using a magnetic tape output media using the BellCore maintained EMI standard record formats.

RSAG, which is an acronym for Regional Street Address Guide, is a database containing address information which may be used for the validation of end user customers' addresses during the pre-ordering phase of processing an order. ALECs have access to RSAG via the LENS or EC-Lite pre-ordering interfaces which BellSouth has made available to ALECs.

INFORMATION PROVIDED BY: David Scollard
Manager
600 N. 19th Street
Birmingham, Alabama 35203

William N. Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: What is the basis for BellSouth's $19.00 charge to change a local service provider? How does this activity differ from a change in long distance provider? Does BellSouth charge $3.00 to change a long distance provider?

RESPONSE: Please refer to the Rebuttal Testimony, pgs 13 and 19, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Describe the LENS system and how it works. Please explain its limitations.

RESPONSE: Please see the documents attached in response to Document Request no. 7.

LENS is an acronym for Local Exchange Navigation System. LENS is one of the interfaces which BellSouth makes available to ALECs for real time, interactive pre-ordering for business and residential customers. The LENS interactive browser is compatible with inexpensive, commercially available hardware and software and requires no additional development effort by the ALEC. ALECs, however, can use LENS in a machine-to-machine format with the CGI (Common Gate Interface) specification which BellSouth has made available. There are a range of options for ALECs to connect to LENS: dedicated local area network (LAN-to-LAN) connections; dial-up connections; and Internet access. Readily available, inexpensive web browser software such as Netscape Navigator ® and Internet Explorer ® may be used with all these types of connections.

ALECs obtain customer service record (CSR) information through LENS. Using this capability, the ALEC can obtain account information on-line for customers with 54 pages of screens or less. For business CSRs, the limit is 54 pages per section. Since there are seven sections to a business CSR, ALECs can obtain up to 378 pages. Typically, customers with more than 54 pages of records have complex services for which BellSouth uses manual processes in its own retail operations.

LENS may also be used for ordering a subset of the resold services available through the EDI ordering interface. LENS may also be used to order unbundled loops, ports, and interim number portability. LENS, however, is not BellSouth's recommend interface for ordering. BellSouth recommends the industry standard, non-discriminatory EDI interface for ordering.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Has BellSouth provided written materials to all ALECs that completely describe CRIS, RSAG, LENS, and DAB and their limitations? If so, identify these materials.

RESPONSE: BellSouth makes available to ALECs a number of documents which describe the billing interfaces and bill formats at great length. The following provides a list of those documents available to any ALEC which requests them:

1) ***CLEC Ordering Guide***- Provides summary information concerning the various billing options available to the CLEC customers.
2) ***CLEC Training Packet***- Provides an overview of the billing options and products that BellSouth makes available to CLECs.
3) ***Electronic Data Interchange (EDI) Customer Handbook***- Provides CLECs with a primer on how to implement EDI in their systems and applications.
4) ***Diskette Analyzer Bill User's Guide***- Provides instructions on how to use the DAB product. Includes information on how to get started, how to view bills and how to customize reports for the CLEC's use.
5) ***Batch File Processing with DAB***- Provides information on the DAB automatic report generation capabilities.
6) ***Beyond DAB Integrating DAB with Spreadsheet, Database and User-designed Applications***- Provides for various topics on how to use DAB information in generally available spreadsheet and database software.
7) ***Windows NT System Configurations for DAB***- Provides a general set of commands to use when running DAB on the Window NT Operating System.
8) ***Diskette Billing System, ASCII Data Exporting***- Provides the details for exporting billing data from DAB to other applications for further processing.

RESPONSE: (Cont.)

9) ***Diskette Analyzer Bill Demo Diskette***- This electronic document steps a CLEC through the DAB software and provides examples of the various features of DAB. Provided on 3.5" diskette.

10) ***Magnetic Tape Specifications***- Provides detail specifications concerning the magnetic tape billing media option. It is intended for programmers to use in setting up the applications needed to input the files provided on magnetic tape.

11) ***CLEC Daily Usage File EMR Call Details***-Provides the CLEC with a list of common record types that should be expected on the daily files. While not all inclusive, this list can be used by the CLEC programming staff to assist in programming the necessary systems to receive the information.

12) ***Contract Provisions for CLEC Daily Usage File***- Provides the CLEC with terms and conditions under which it will be provided daily usage records on the DUF. This document also includes the general specifications for the files.

13) ***BellSouth CLEC Web Site***- This site includes a number of documents that describe the billing media options available to the CLEC customers as well as user guide information for the Daily Usage Feeds. The web site address is **www.bellsouth.com/interconnection**

BellSouth has provided written material to ALECs that completely describes LENS (Local Exchange Navigation System). This information is contained in the LENS User Guide, a copy of which is attached in response to Document Request no. 7. This document is also available at http://www.bellsouth.com/interconnection/guides/guides_p.html, which is part of BellSouth's interconnection Web site.

RESPONSE: (Cont.)

BellSouth has provided all written materials to ALECs regarding RSAG which are necessary for ALECs to have non-discriminatory access to BellSouth's OSS. Information for ALECs on RSAG is available in the LENS User Guide.

INFORMATION PROVIDED BY: David Scollard
Manager
600 N. 19th Street
Birmingham, Alabama 35203

William N. Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Have BellSouth employees ever been instructed to tell a customer to file a complaint against BellSouth at the Florida Public Service Commission? If so, when and under what circumstances were the employees instructed to do this? Have BellSouth employees ever been instructed to tell a customer to file a complaint against another telecommunications carrier at the Florida Public Service Commission? If so, when and under what circumstances were the employees instructed to do this?

RESPONSE: Please refer to the Rebuttal Testimony, pg 16, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Describe the various departments and their relationships to each other within BellSouth with which an ALEC will need to interact to operate as a reseller of BellSouth's local services? Indicate the hierarchy of these departments and their various areas of responsibility.

RESPONSE: The department referred to in Supra's request is the BellSouth Telecommunications, Inc. Interconnection department. The attached organization chart shows functional responsibilities of each of the various organizations within the Interconnection department. BellSouth is unclear of Supra's use of the term "hierarchy" in the context of BellSouth's organizational structure but hopes that the attached organization chart is responsive to Supra's request.

INFORMATION PROVIDED BY: Keith Milner
Senior Director - Interconnection Services
675 West Peachtree Street, NE
Atlanta, Georgia

W. S. (Scott) Schaefer **Pres.-Interconnection Services** **404-927-7020** **Bonnie Bush, 927-7022** **K00 00 000**	**W. R. (Bill) McNair, P.E.** **VP-Customer Services** **404-927-7016** **Marilyn Sharpton, 927-7018** **H00 00 000**
Vacant **VP-Marketing Interconnection Svcs** **404-927-7500** **Kristy Grieco, 927-7502** **K01 00 000**	**W. N. (Bill) Stacy, P.E.** **Network VP-Service** **404-927-7118** **Suzy Sherwood, 927-7125** **H01 00 000**
J. M. (Joe) Baker **VP-Sales** **404-927-7140** **Lory Wilson, 927-7141** **K03 00 000**	**J. H. (Jan) Funderburg** **Oprns VP-Interconnection Svcs** **404-927-7295** **Helen Dinsmore, 927-7296** **H02 00 000**
B. K. (Keith) Tolbert **Network VP-Financial & Human Svcs** **404-927-7132** **Debi Teal, 927-7133** **K09 00 000**	**D. L. (Don) Pickens** **Network VP-Regional Oprns Ctrs** **205-977-5066/404-321-8700** **Donna Roper, 977-5017** **H03 00 000**
	G. F. (Trip) Agerton **President-Operator Svcs** **404-927-7992** **Lebrentha Copeland, 927-7991** **H04 00 000**
	W. A. (Bill) Hightower **(Act) Network VP-Supply Chain Mgmt** **404-420-8190** **(Act) Debbi Smith, 420-8191** **H05 00 000**

REQUEST: Were any discussions held on or about September 3rd through September 8th, 1997, between BellSouth's Vice President/General Manager Ralph de la Vega and Tee Holloway and the President of the Greater Miami Chamber of Commerce in regard to a program that Supra Telecommunications & Information Systems, Inc., had offered to the members of the Greater Miami Chamber of Commerce? How had BellSouth learned of Supra's efforts and what was the nature of these discussions?

RESPONSE: No, there were not any discussions between BellSouth's Vice President/General Manager Ralph de la Vega and Tee Holloway and the President of the Greater Miami Chamber of Commerce in regard to a program that Supra had offered to the members of the Greater Miami Chamber of Commerce.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: Is BellSouth currently in compliance with all Commission rules and regulations regarding the time periods for provision of service and repairs to its own customers? Would BellSouth be in compliance with all Commission rules and regulations in regard to its performance just for Supra's customers?

RESPONSE: In accordance with FPSC rules and regulations, BellSouth reports its service results on an exchange basis and provides an explanation of any exchange miss. Therefore, BellSouth is in compliance with the Commission's service provision requirements. BellSouth files its service results on a quarterly basis with the Commission as a Quarterly Quality of Service Report, and this is a public document.

Yes, BellSouths' provisioning and repair processes make absolutely no distinctions between individual ALECs or ALECs' customers.

INFORMATION PROVIDED BY: William N. Stacy
Operations Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Describe all incidences of BellSouth dial tone outages for Supra Telecommunications & Information Systems, Inc., and explain the reasons for such outages.

RESPONSE: Please see the rebuttal testimony, pages 2 and 3, of Keith Milner, a witness in this proceeding.

INFORMATION PROVIDED BY: Keith Milner
Senior Director
675 W. Peachtree St., NE
Atlanta, Georgia 30375

REQUEST: What is the percentage of BellSouth's total costs of the costs of providing billing and marketing to its residential and business customers?

RESPONSE: BellSouth objects on the basis that, the Prehearing Officer, in Order No. PSC-98-0416-PCO-TP, issued on March 24,1998, ruled that the issues to which this interrogatory refers were not appropriate. Therefore, BellSouth objects on the grounds that this request is not relevant nor is it calculated to lead to the discovery of admissible evidence.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: Are BellSouth customer service representatives and other employees who have contact with the public and customers informed when BellSouth begins operation under a contractual agreement with a reseller such as Supra Telecommunications & Information Systems, Inc.? If so, how are these employees informed and what, specifically, are they told to say to customer inquiries in various circumstances?

RESPONSE: BellSouth Consumer service representatives are not informed when BellSouth begins operation under a contractual agreement with a reseller. The Consumer representatives do not handle inquires from ALEC customers and would not have a need to know of such resale agreement. They would simply advise a customer to contact the local service provider (ALEC) if a customer calls to inquire about a specific ALEC. Although BellSouth does not inform its customers each time it signs a resale agreement with an ALEC, such agreements are often reported by the news media.

Also, please refer to the Rebuttal Testimony, pg 15, of Patrick C. Finlen, a witness in this proceeding.

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Are calls to BellSouth's repair service center from Supra Telecommunications & Information Systems, Inc.'s customers immediately identified as such and swiftly, cordially, and professionally diverted to Supra Telecommunications & Information Systems, Inc.'s repair number?

RESPONSE:

If a Supra Telecommunications & Information Systems, Inc.'s customer calls the BellSouth Repair Center to report a trouble, the following procedures are in place:

1. The MA (Maintenance Administrator)/Representative (Rep) will enter the reported telephone number into TAFI. TAFI will return a response back to the MA/Rep identifying this number as belonging to a ALEC/Resale Account.
   The MA/Rep will ask "Am I speaking with the Service Provider?"
2. If the answer is "YES", the MA/Rep will enter the trouble report into TAFI creating an LMOS trouble ticket NOTE: From this point on, TAFI and BRC operation is the same as for any other customer.
3. If the answer is "NO" , The MA/Rep will advise the caller to contact their Service Provider. If the customer does not know who their Service Provider is or how to reach them, the MA/Rep will provide that information to the end user upon request.

INFORMATION PROVIDED BY: Keith Milner
Senior Director
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: Are ALECs notified when the password for use of the LENS system is changed? If so, when is this done?

RESPONSE: Yes. The password must be changed by the ALEC user approximately every 60 days. LENS prompts the ALEC user when it is time to change the password. The notification appears on the login screen.

See also page 9 of BellSouth's witness William N. Stacy's rebuttal testimony.

INFORMATION PROVIDED BY: William N. Stacy
Assistant Vice President
675 W. Peachtree St., N.E.
Atlanta, Georgia 30375

REQUEST: What BellSouth employee is responsible to assure that ALECs operating as resellers of BellSouth's local phone services receive professional, knowledgeable, and timely responses to inquiries? What BellSouth employee is responsible to assure that ALECs operating as resellers of BellSouth's local phone services are receiving quality services from BellSouth? What BellSouth employee is responsible for the statements regarding ALECs operating as resellers of BellSouth's local phone services that are made by BellSouth customer service representatives and other BellSouth employees who interact with the public and customers?

RESPONSE: The Supra Account Manager is responsible for making sure the ALEC's are provided with professional, knowledgeable, and timely responses. He is also responsible for seeing that the resellers receive quality service. The Account Manager and Managers at the LCSC are responsible for seeing that local phone resellers are receiving quality services. BellSouth does not make any prepared statements regarding ALECs operating as resellers of BellSouth's local service.

INFORMATION PROVIDED BY: Marcus B. Cathey
Director
3535 Colonnade Pkwy.
Birmingham, Alabama 35243

REQUEST: What BellSouth employee is responsible for the negotiation and implementation of resale, collocation, and interconnection agreements with ALECs?

RESPONSE: The following individuals have overall responsibility for negotiation and implementation of resale, collocation, and interconnection agreements with ALECs.

NEGOTIATION

Jerry D. Hendrix
Director - Interconnection Services/Pricing
34S91
675 W. Peachtree St. NE
Altanta, GA 30375

IMPLEMENTATION

Marc Cathey
Sales Assistant Vice President - Interconnection Services
South E4F1
3535 Colonnade Parkway
Birmingham, AL 35243

INFORMATION PROVIDED BY: Pat Finlen
Manager
675 W Peachtree St., NE
Atlanta, GA 30375

REQUEST: Has BellSouth chosen to resell its billing services to any ALEC operating within BellSouth's nine states of operation? If so, name the ALEC(s). Has BellSouth chosen to resell its billing services to any telecommunications carrier operating within BellSouth's nine states of operation? If so, name the carrier(s).

RESPONSE: BellSouth objects on the basis that, the Prehearing Officer, in Order No. PSC-98-0416-PCO-TP, issued on March 24,1998, ruled that the issues to which this interrogatory refers were not appropriate. Therefore, BellSouth objects on the grounds that this request is not relevant nor is it calculated to lead to the discovery of admissible evidence.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: Has BellSouth chosen to resell use of its dark fiber to any ALEC operating within BellSouth's nine states of operation? If so, name the ALEC(s). Has BellSouth chosen to resell use of its dark fiber to any telecommunications carrier within the nine states of its operation? If so, name the carrier(s).

RESPONSE: BellSouth objects on the basis that, the Prehearing Officer, in Order No. PSC-98-0416-PCO-TP, issued on March 24,1998, ruled that the issues to which this interrogatory refers were not appropriate. Therefore, BellSouth objects on the grounds that this request is not relevant nor is it calculated to lead to the discovery of admissible evidence.

INFORMATION PROVIDED BY: Nancy H. White
Assistant General Counsel - Florida

REQUEST: Has BellSouth attempted to determine what type of billing information and program format would meet the needs of an ALEC? If so, describe such efforts and the results. Has BellSouth attempted to determine what type of billing information and program format would meet the needs of Supra Telecommunications & Information Systems, Inc.? If so, describe such efforts and the results.

RESPONSE: During 1996, BellSouth developed a billing policy designed to meet the needs of ALEC customers. This policy is consistent with the requirements of the Telecommunications Act and BellSouth's specific contract obligations with ALECs. The policy supports BellSouth's commitment to provide ALECs with substantially the same billing information that is provided to the retail customers served by BellSouth. This policy was implemented by providing numerous bill output formats and media as well as developing new electronic interfaces, such as the Optional Daily Usage Feed ("ODUF"), to provide usage data for the ALEC's use.

Details pertaining to the specific efforts by BellSouth to assist Supra with its billing needs can be found on Pages 10 and 11 of the rebuttal testimony filed as a part of this docket by BellSouth witness Mr. Scollard.

INFORMATION PROVIDED BY: David Scollard
Manager
600 N. 19th Street
Birmingham, Alabama 35203

DOCUMENTS REQUESTED

1. Provide copies of all documents upon which BellSouth relied to respond to Supra's First Set of Interrogatories.

   See documents.

2. Provide copies of the script(s) BellSouth uses to train its customer service representatives and all other BellSouth employees who have contact with the public or customers.

   BellSouth objects on the grounds that this request is overly burdensome and unduly broad. See documents.

3. Provide all documents, including minutes of meetings, memoranda, etc., regarding BellSouth's Account Team assigned to Supra Telecommunications & Information Systems, Inc.

   BellSouth objects on the grounds that this request is overly burdensome and unduly broad. There are no minutes. All we have are specific agenda items that we set-up.

4. Provide minutes of all meetings of the Interconnection Department and management at BellSouth regarding BellSouth's policies and activities in regard to ALECs.

   BellSouth objects on the grounds that this request is overly burdensome and unduly broad.

5. Provide all documents discussing number availability to ALECs, how many numbers per CLLI code BellSouth has issued to ALECs, to which ALEC, and on what date.

   BellSouth objects to the extent that Supra is requesting the Local Exchange Routing Guide, BellCore is the appropriate entity from which this document should be requested. Proprietary.

6. Provide all manuals and documents related to the process by which a BellSouth customer service representative accepts a call for new service to the point of actually providing the line at the customer's premises, including the operational support systems used by the customer service representative, the number of days for order provisioning, and all other related information.

   See documents.

7. Provide all documents on CRIS, RSAG, LENS, and DAB.

BellSouth objects on the grounds that this request is overly burdensome and unduly broad. See documents.

8. Provide all documents that are used to train BellSouth employees to handle ALEC orders for all types of service and repair.

Will provide documents at Tallahassee location. Come and See.

9. Provide all documents related to BellSouth's internal performance measurements for BellSouth's customers, for ALEC customers generally, and for Supra Telecommunications & Information Systems, Inc.'s customers.

The attached documents are now located on the BellSouth web page. The Internet address is www.bellsouth.com/interconnection/markets/local.htm

10. Produce all documents that demonstrate that time intervals for provision of service, processing of orders, provision of maintenance and repair, etc., provided by BellSouth to Supra Telecommunications & Information Systems, Inc., are at parity with those BellSouth provides for itself and its customers.

These documents are included in #9 above.

11. Produce all BellSouth employee newsletters from January 1, 1996, to present.

BellSouth objects on the grounds that the information requested is not relevant to the issues in this docket nor is it calculated to lead to the discovery of admissible evidence.

12. Produce all documents that give the specific charges and justify the charges for the following:

a) one month in advance service charge for Supra customers;
A. General Subscriber Service Tariff, A2.317B & A2.3.8A

b) charge for switching customers to Supra;
A. Resale Agreement between Supra and BST

c) charge for disconnection from Supra;
A. General Subscriber Service Tariff, A 4.

d) charge for processing Supra orders;
A. General Subscriber Service Tariff, 4. 1,2,3

e) charge for expediting processing of Supra accounts;
A. No such charge at this time

f) charge for suspending services;
A. No charge for suspending services

g) charge for PIC change; and
A. Access Services Tariff E 13.3.3.G

h) service order charge.
A. General Subscriber Service Tariff A 4.2.4

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

J. C. BLEDSOE,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 4:40 p.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO 980119-TP EXHIBIT NO 19
COMPANY/ WITNESS: Bledsoe / Supra
DATE: 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

FOR BELLSOUTH TELECOMMUNICATIONS, INC.:

NANCY B. WHITE, ESQ.
Attorney at Law
BellSouth Telecommunications, Inc.
150 South Monroe Street, Room 400
Tallahassee, FL 32301

FOR SUPRA TELECOMMUNICATIONS &
INFORMATION SYSTEMS, INC.:

SUZANNE F. SUMMERLIN, ESQ.
Attorney at Law
1311-B Paul Russell Road, Suite 201
Tallahassee, FL 32301

FOR FLORIDA PUBLIC SERVICE COMMISSION: (Not present)

BETH KEATING, ESQ.
JOHN BOWMAN, ESQ.
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ALSO APPEARING:

Olukayode A. Ramos, Supra Telecommunications & Information Systems, Inc.

I N D E X

MS. SUMMERLIN: 6

I, Phyllis Stephens Simpler, a Court Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 4:40 p.m., J.C. BLEDSOE, witness in the above cause, for oral examination, whereupon the following proceedings were had:

J.C. BLEDSOE,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: I guess we will take appearances then. Suzanne Summerlin representing Supra Telecommunications.

MS. WHITE: Nancy White representing BellSouth.

MS. KEATING: Beth Keating appearing for Commission Staff.

MS. SUMMERLIN: Nancy, we will have the same

stipulations?

MS. WHITE: Yes.

MS. SUMMERLIN: Usual stipulations?

MS. WHITE: Yes.

EXAMINATION BY MS. SUMMERLIN:

Q Good afternoon, Mr. Bledsoe.

A Good afternoon.

Q I appreciate you hooking in with us so we can ask you some questions.

A Okay.

Q I am sure you already heard, I am Suzanne Summerlin, and I am representing Supra.

A Okay.

Q And I have got a number of questions. And your stuff is probably weirder and harder to understand than any of the rest of it, so it's particularly difficult over the phone.

But let me just start with asking you when you first started with BellSouth.

A When I first started working for BellSouth; is that correct?

Q Yes.

A I started in January of '72, on the 3rd of

January.

Q Okay. What was your position?

A Actually I came in as an installer repairman.

Q Okay. How long have you been in the billing department?

A I have been in the billing since '93.

Q Since '93?

A Yes.

Q What kind of educational background do you have?

A I have a college degree.

Q In what area?

A In business.

Q In business. Okay. Not an accountant, then?

A Well, I have had accounting background.

Q Okay. Have you worked as an accountant?

A As an accounting assistant.

Q Okay. When did you first become aware of Supra or have you been aware of Supra Telecommunications?

A I'm actually -- had a first meeting with

them in July of last year.
Q '97?
A Yes.
Q What was the meeting about?
A To discuss billing.
Q To discuss -- okay. What about billing exactly? What kind of format or --
A Yes, that is my area of expertise, with CLECs.
Q Okay. What kind of billing format does Supra receive from BellSouth, do you know?
A Presently?
Q Yes.
A They're receiving paper and CD rom.
Q Okay. Are you the person that would be familiar with the club billing?
A Yes, I am.
Q Can you describe what club billing is?
A Can I describe what it is?
Q Yes. What does club billing provide and what are the options that club billing is one of? What is the purpose of club billing?
A The purpose of club is to allow large

customers to -- such as Supra to aggregate all of their accounts under one master account number, and that is the way that it was legally ascertained that the CLECs should automatically come in on club.

Q It was legally ascertained?

A Supposed to be a part of their contract.

Q Club billing is supposed to be part of their contract? What exactly are you talking about should be part of their contract?

A Okay. When they sign on, they would get a Q account.

Q Yeah.

A And that was the part that they -- was the legal agreement to.

Q Is it your position that the only thing -- the only type of billing that Supra can have as an ALEC is a club billing account?

A That was the agreement, that they were supposed to -- anybody that's a reseller, whether facility based or a reseller would automatically have a Q account, yes.

Q Now, you are saying that -- is this just a BellSouth policy decision that you are talking about,

that resellers will be treated as a large retail customer and will be given the club billing format?

A No, I did not say a retail customer.

Q Okay. Well, is it a policy decision by BellSouth for ALEC that they will have club billing accounts?

A Yes.

Q Does this basically mean this is the only option BellSouth will offer to a reseller?

A As far as I know right now, that's the only way that they can get a bill, receive a bill.

Q Okay. What exactly -- what other option might there be available to a large customer from BellSouth other than a reseller?

A Well, they can get a bunch of little, small bills, and I don't think most large customers want that.

Q They can get a bunch of smaller bills?

A Yes, individual bills.

Q Why would it not be appropriate for a reseller to be treated differently than that by BellSouth so that a reseller could receive individual bills, information in a different format than club

billing?

A I have no idea why that decision was made.

Q Are there corporate customers that receive a different billing format than club billing?

A I am not aware of other customers receiving other bills, but I do know that other things are available.

Q But you are not aware of what those options would be?

A I am only dealing with the CLEC or ALEC, as you said, customers.

Q Okay. So, I probably failed to ask you, what is your title right now?

A My title right now is billing administrator, and Supra happens to be one of my accounts that I am responsible for.

Q Okay. Have long have you been in that current position?

A I started in March of last year.

Q March of last year. Okay. So, prior to that -- from '93 until March of '97, what kind of billing activity did you do in the billing department?

A I was an accounting assistant on the carrier

access side.

Q On the carrier access side?

A Yes.

Q Okay. So, you are not familiar with the other billing options other than club billing; is that right?

A I don't understand what you are saying right now.

Q If you are a business customer of BellSouth, what other -- what options are there for billing that are comparable to club billing? What other types of options are there? Are you aware of what those might be?

A I don't know what's available to a business customer other than a small bill, outside of club on the club side.

Q Okay. Just hang on one second.

A Okay.

Q I am looking through these questions here. Are you familiar with the DAB, D-A-B?

A Okay. Yes, I am familiar with DAB. And now, if you want -- if your questions were asking what options are available in the club media, then I can

answer that for you.

Q Okay.

A Is that what you were asking?

Q Yes. I'll take that one if that's one you can answer.

A Okay. Within the club format, the customer can receive either paper, magnetic tape, DAB which is Diskette Analyzer Bill, or they can do EDI, Electronic Data Interchange.

Q Okay. What exactly were your functions when you were in the carrier access billing section?

A I investigated accounts.

Q You investigated accounts for what?

A For errors.

Q For errors?

A Yes.

Q Is that something that would have come from a dispute about a bill?

A No.

Q Pardon?

A No.

Q What would it come from? What kind of errors are you talking about?

A Usage errors.
Q By whom?
A Sometimes for different reasons there may have been a problem-wide, information did not guide properly to a customer's bill, so I had to determine what those problems were.
Q Is that internal to BellSouth?
A Yes.
Q In other words, BellSouth would recognize that there was an error in the bill, and then you would have to go and troubleshoot and figure out what the problem was?
A Yes. This was on the carrier access side. Not in CRIS. Not in club. This had nothing to do with club.
Q Okay. Tell me about DAB. What is DAB?
A What is it?
Q Yes.
A The acronym actually stands for Diskette Analyzer Bill. It is a software package that comes with a bill print image and then CAN reports that allow you to be able to filter through your bill and manipulate data without having to go through page by

page. You can also do certain other features that will allow you to download information, fax reports, transfer to an ASCII file, download to an ASCII file that will allow you to transport to a spreadsheet, Access, Excel, and you can do other billing options then. Some people can even create bills from that.

Q Who uses it to create bills?

A Anybody that would want to use the software, reports to download information and create their own spreadsheet.

Q Okay. What is DAB intended to do? Just to allow a customer or whoever gets it to manipulate the data?

A It's intended to allow a customer to be able to filter through their bill and save certain reports that they want to, and to do internal reports if they have to.

Q Okay. To filter through their bills, is that what you said?

A Yes. To filter through the bill, via different CAN reports that allow you to look at either your monthly service, your other charges and credits, your directory assistance. You can also look at your

purchase order number. Just various things that are on there in the report section that allow you to look at the same thing.

Q Okay. Where did DAB come from? I mean, who created it?

A It is a BellSouth software package.

Q How long has BellSouth had DAB?

A I couldn't say.

Q Do you know who is responsible for maintaining the specifications that were used to create DAB?

A Again, I cannot say.

Q Who would know?

A Probably a product person with BellSouth.

Q A product person?

A Yes. We have product support people that support us.

Q And you don't know who that would be?

A Presently, Jane Smith.

Q James or Jane?

A Jane, J-A-N-E. Jane Smith.

Q Okay. Do you know when the latest revision was made to DAB?

A No, I don't.
Q Do you know who would be responsible for doing that type of thing, revising it?
A Again, it was -- you would probably need to get that information from our DAB product support person.
Q Do you know anything about the bugs and problems that DAB might have?
A I don't know of anything like that, no.
Q Would you know if there were such a thing?
A I am sure that they would inform us if they had some problems.
Q Who would inform you?
A Again, it would be the product person.
Q Do you have direct interaction with CLECs?
A Yes, I do.
Q Do you hear anything about problems with DAB?
A I have not heard of any problems on a -- I guess anything that you would probably say that's continuous or anything like that.
Q What kind of problems have you heard about DAB?

A Really, I have only heard good things about DAB.

Q Never heard of any problems with DAB?

A None that I could recall.

Q Have you ever spoken with anyone from Supra?

A Yes.

Q You have. Who did you speak to?

A You mean the last time or what?

Q Yes.

A Very last time?

Q Yes.

A The very last time I spoke with Brad Hamilton.

Q Okay. Who did you speak to prior to that?

A Martin Bonasia.

Q Martin Bonasia. Did you ever speak to Mr. Ramos?

A Yes, I have spoken with Mr. Ramos.

Q Okay. Have you ever heard any complaints from those people about DAB?

A I have heard -- I wouldn't call them complaints. I have heard some concerns that they have had.

Q What were those concerns?
A Who are we talking about now?
Q What I asked you is --
MS. WHITE: He just means which one of these people.
Q Oh, have you heard concerns from all three of those people?
A At various times, yes.
Q Well, let's just take them one by one, then. What did you hear from Brad Hamilton about DAB?
A I did not hear a concern about DAB from Brad Hamilton.
Q Okay. Well, did you hear a concern about DAB from Martin Bonasia?
A Yes, I did.
Q Okay. What was his concern?
A Martin's concern was -- First of all, he was not quite familiar with DAB, the availability of DAB and what it was able to do.
Q Okay. So, did you explain it to him?
A Yes. And I furnished him also with the Diskette Analyzer Bill user guideline. And also other pertinent information that was associated with DAB.

Q Okay. Did you have any subsequent conversations with him?

A I have had quite a few conversations with Mr. Bonasia from December -- early December of last year up until the last time that we spoke, which was 18th of February.

Q Okay. What was the subject of those conversations?

A The last or the majority of the conversations?

Q The majority.

A It got to the point to where he was able to get certain information, but then there was something that he didn't -- he wasn't able to see, that he said he wasn't able to see.

Q What kind of things were those?

A Complete customer address.

Q Anything else?

A That was his biggest concern.

Q Was it the customer billing address or the customer service address?

A It would be their customer's billing address.

Q The customer billing address. Was he concerned about the customer service address, too?
A All I ever heard from him was that he just wanted a complete customer address.
Q Billing address or any kind of address?
A Just a complete customer's address.
Q Did he actually ask for both the billing address and the service address?
A I have never heard mention anything about a service address.
Q You never had any discussions with Mr. Bonasia regarding the fact that the service address was incomplete?
A When we talked about addresses, he just mentioned that customer's address was not complete. We never said anything about billing or customer service address.
Q How did you respond to him on that?
A About not seeing complete customer address?
Q Yes.
A Well, naturally anytime there is a problem or if there is something that comes up that we don't know or that I don't know right off, you go to our

product people.

Q Did you go to your product people on this?

A I did.

Q You did?

A I did.

Q Okay. Who was that, Jane Smith?

A No. At that time it was Alicia Alvarez.

Q Alicia Alvarez?

A Yes.

Q And what did you learn from Alicia Alvarez?

A That the information that Mr. Bonasia was actually looking for, he would not find it for the individual, his individual customers, not the complete address.

Q Why is that?

A Because the complete address would only be for Supra who is the CLEC customer.

Q Isn't it true that DAB encrypts one of the addresses that it provides for the customers on --

A What do you mean by encrypt?

Q What I mean is, isn't it true that both the billing and the service addresses are on the DAB, but that one of those addresses is incomplete and the

other is encrypted?

A I am not aware of that.

Q You are not aware of that. And Ms. Alvarez didn't say that to you?

A What she said to me was that you would not find a complete address for each individual end user. And when -- Can we clarify what a complete address is?

Q Well, you just said that she said he would not find the complete address. What do you mean?

A Okay. He was looking for the state and the zip code with the physical address, okay?

Q And she said that he wouldn't find that?

A Not the state and zip code.

Q Why did she say that that was true?

A Because that information would only be for our customer of record. And when I say our, I mean BellSouth. We would furnish that complete billing address information to Supra.

Q You would provide the complete billing address for only the customer of record, which was Supra?

A Right.

Q Right. And is that because -- isn't it true

that what she told you is that there were specific measures taken on DAB to keep the complete billing address from Supra?

A No, she never told me that.

Q Isn't that what that means?

A No, I did not take that to mean that.

Q What did you take it to mean?

A Exactly what she said, that you would not find one there for each individual or for customer of record.

Q Didn't Mr. Bonasia know that before he talked to you, that he couldn't find it?

A The complete billing address?

Q Yes.

A I think that was part of his concern.

Q Yes. Are you familiar or can you tell me whether you know that the DAB actually does have on it a complete billing address and a complete service address for each of those numbers?

A I have not seen it.

Q Do you know whether the DAB has it or not?

A I have not seen it, and I have been told that it's not there.

Q But you are not aware whether it was -- it's not there because there has been a specific purposeful effort made to encrypt it so it isn't there?

A I am not aware of anything like that.

Q Okay. If you will give me a couple of minutes, I am going to look at what I have got and I may be able to get through in time for everybody to take off on their planes.

A Okay.

(Off The Record)

Q Okay. I've only got a couple of things, then I am through. Do you know, Mr. Bledsoe, if there is an address text field in DAB?

A If there is an address field?

Q Yes.

A I don't know.

Q You don't know. Are you familiar -- have you ever looked at DAB?

A Yes, I have.

Q Well, we have DAB up on a screen here, and you are not here, so you can't look at it, but your attorney can look at it. Mr. Bledsoe, you are not here with me and so I am not going to be able to

really ask you what I really need to ask you, which we may have to do at the hearing, but this -- we have a computer here that's displaying a printout on the DAB when you hit the address field, and I have an example of the information that I'll show your attorney. But this is really useless, so I am just letting you know I'm letting your attorney know that this is what we're concerned about. I want to be able to show him that and have him tell me whether or not that is an example of the encryption of the addresses on DAB.

MS. WHITE: Mr. Bledsoe, have you looked at the address text field in DAB?

THE WITNESS: Yes, I have.

Q Mr. Bledsoe, I thought you just said that you didn't know if there was any address text field in DAB.

A You said an address field, and I am not familiar with an address field. But I do know that there is a report option that says something about DPLA and the SL/SLA, those are like listed address and departmental address.

Q Okay. So your statement is that there is an address text field on DAB?

A There is a report. There is a report that has something to do with address, but not -- when you said a field, it was like there is a -- something that you could probably, I guess, download to or something like that. And I don't know of anything like that, but I do know that there is a report.

Q All right. Well, without being able to show you what we've got, I can't really put any further real question about this to you, but hang on one second. Does that report contain the full information on the customer address?

A It will not have a zip code, and I think that was part of what they wanted.

Q Is it possible that that zip code is on there but it just is not reflected?

A I have no way of knowing that. Only what I -- only what I have seen.

Q Do you know any way in which BellSouth has modified its billing of ALEC or modified its billing of retail customers for the needs of ALEC?

A In what regard factor?

Q All right. One regard is that you have heard complaints from Supra, as you stated earlier,

that they wanted to get the billing addresses off of DAB.

A Okay.

Q Okay. Has BellSouth made any modification to address that request or that concern?

A I don't know --

Q You don't know?

A -- if they have. And I really don't think that there has been any modifications made. There is a review team that reviews requests any time they make a request.

Q Would you be the person who would know this?

A I would not know that.

Q Who would know that?

A Again, it would be the product person.

Q But you -- isn't it your section that's actually implementing what's happening?

A I am implementing what now?

Q Are you not in the section that actually sends DAB to CLECs, the DAB information?

A I am the contact for Supra as their billing administrator for formatting, structuring and choice of media types, and if there are any changes that they

want to make to formatting and the media option.

Q Okay. So, you have heard that there is some changes that they very seriously want; is that right?

A Yes.

Q Have you conveyed that to anybody?

A Yes. But the changes that they were -- that they were wanting done, foreseen made, were changes that would require going beyond the scope of what we ordinarily do in the capabilities of the club format.

Q Is an ALEC the same kind of customer for BellSouth that a large retail customer is?

A How are you trying -- how are you meaning that? I am having a problem trying to understand. Are you saying --

Q Do you perceive any differences in the needs of an ALEC as opposed to a large retail customer in billing?

A I would think they would -- the same information that we probably would furnish to one would probably be good for another, with maybe some minor differences. And that difference probably would be the fact that there is a discount available with resale as opposed to not being with retail.

Q Do you make any effort to find out what the CLECs that you are handling, what they want?

A Of course I do.

Q And how have you modified the billing situation for Supra?

A At Supra's request, we have gone to the DAB, the CD rom. Initially everybody comes in with paper, with a paper bill. But most people don't want to stay with paper.

Q Thank you very much, Mr. Bledsoe.

A You are welcome.

MS. WHITE: Thank you.

MS. KEATING: Staff has no questions.

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis Simpler

Phyllis Stephens Simpler,
Commissioner

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

STANLEY SANSING,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 11:25 a.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 20
COMPANY/ WITNESS: Sansing / Supra
DATE: 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

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ALSO APPEARING:

Olukayode A. Ramos, Supra Telecommunications & Information Systems, Inc.

I N D E X

MS. SUMMERLIN: 6

MS. WHITE: 33

I, Phyllis Stephens Simpler, a Court Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 11:25 a.m., STANLEY SANSING, witness in the above cause, for oral examination, whereupon the following proceedings were had:

STANLEY SANSING,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: I am Suzanne Summerlin representing Supra Telecommunications and Information Systems.

MS. WHITE: Nancy White representing BellSouth Telecommunications.

MS. KEATING: Beth Keating appearing for Commission Staff.

MS. SUMMERLIN: Nancy, we will have the same

stipulations as usual.

MS. WHITE: That's fine.

EXAMINATION BY MS. SUMMERLIN:

Q Good morning, Mr. Sansing. I appreciate you coming to talk to us. I am the attorney representing Supra Telecommunications. I am going to try to make your deposition less long than some of these others. What I need to do is find out exactly what your experience has been at BellSouth. When did you start with BellSouth?

A 1978.

Q What job did you start in?

A I started as directory clerk.

Q So entries into the directory?

A Right.

Q Then what was your progress through the company?

A I worked in directory for I guess about fifteen, sixteen years, and then I went to a department called ICONS as an administrative reports clerk.

Q Okay. How long were you in that job?

A A couple of years.

Q Okay. Then what?
A Now here.
Q Now in the current position?
A Right.
Q What is your current job title?
A Service rep.
Q So you are a service rep in the LCSC, is that the right way to characterize your position?
A Right.
Q Who is your supervisor?
A Teresa Williams.
Q Okay. How long has she been your supervisor?
A A few weeks.
Q A few weeks. Who was your supervisor prior to Teresa Williams?
A Teresa Gentry.
Q How long have you been in this current position?
A About a year.
Q So were you in -- You have been there almost the same time as Teresa Gentry except you are still there; is that correct? Did you start about the same

time as she did?

A I don't know when she started.

Q Okay. So Teresa Gentry was your -- or has been your boss and now Teresa Williams --

A Right.

Q -- as of April 1st or something, is that --

A Something like that.

Q All right. Are you familiar with Mr. Ramos? Have you met him before today?

A No, ma'am.

Q Are you familiar with Supra as an ALEC?

A Uh-huh (positive response).

Q Have you processed orders for Supra in your job as a service rep?

A Right.

Q Can you just in a real short order give me the duties that you do on a daily basis?

A We just process the orders for the CLECs.

Q Process orders. So you get a Local Service Request, is that right --

A Uh-huh (positive response).

Q -- from a CLEC? You only get orders from CLECs --

A Right.
Q -- that you process? Then you process them, and you either issue a Firm Order Confirmation or you issue a clarification?
A Right.
Q Is that right?
A Uh-huh (positive response).
Q So that's basically the scope of that activity. These Local Service Requests, can you describe to me what kind of form that is?
A What kind of form?
Q Yes. Is that a complicated form?
A I don't think so.
Q You don't think so. Are there a number of bits of data on that form?
A Well, you have to put on there what they want.
Q Okay. So basically it's not a complicated form to you; is that right?
A I don't think so.
Q How much experience have you had with Local Service Requests?
A A year.

Q One year doing it in that department. Had you ever worked as a customer service representative for BellSouth before?
A No, ma'am.
Q So you did not work in that kind of position ever?
A (Shaking in the negative).
Q You worked --
MS. WHITE: You need to speak out rather than shake or nod your head. She can't take that down.
THE WITNESS: I am sorry.
Q So you never worked in any office before where any end user customer would submit orders for local service?
A In ICONS, they were independent companies that submitted orders.
Q Okay. How long did you work with that section? Was it about two years did you say?
A I believe it was around two years.
Q What kind of orders for service would those independent companies ask for?
A They had varying degrees. Some of them

purchased different services from BellSouth. Some of them purchased all the services, some of them purchased just one of the services.

Q These are all businesses or companies?

A They were small -- I mean, I am not saying small. They were just independent companies. Like AllTel or --

Q Were they other telephone companies?

A Right.

Q Well, that's a big clarification. Independent telephone companies?

A Right.

Q Okay. So you have had basically three years of working with providing service to other phone companies then, theoretically?

A Like in ICONS it was different type -- It was just -- Like some of them wanted 911. Some of them wanted credit cards. Some of them wanted directory assistance. Some of them subscribed to all of them.

Q I see. Can you describe for me the process that you go through when you get an LSR from a CLEC or ALEC, whatever you refer to them as?

A Well, when you get it, the first thing I look for is the activity code. You look at the -- you just kind of scan it over and key it into the system.

Q So you are not familiar with the EDI prior to this last year; is that right?

A That's right.

Q You wouldn't have used EDI at any point or been familiar with it?

A Correct.

Q You were never a service representative before you came to the LCS Center?

A Correct.

Q What kind of training have you received on the Local Service Requests?

A What kind? We received weeks of training.

Q How many weeks?

A I would have to go back and look. It's weeks. That's about all I --

Q A month?

A More than that.

Q More than a month?

A Right.

Q Two months?

A Well, we went -- I just don't recall because we went -- we have gone to class several different times. I don't recall how many weeks.

Q What did they talk about at all of that training? I mean, if the LSR is real easy to fill out.

A I mean, you have to talk about -- Just all different types of LSRs. I mean, the job, you know, the overall job.

Q Okay. So you are saying it's not been two months, but it has been more than one month, roughly?

A I would have to go back and look, but it's been weeks. And like I say, several different times we have gone back. So I would have to go back and add them all up. I really couldn't say in all honesty.

Q I don't expect you to know precisely. I just want to try to get a general idea. When you say weeks, did you go like for a week at a time or what? How do they set that up?

A To start with, we went for weeks at a time.

Q Okay. All day solid?

A (Nodding in the affirmative).

Q For two weeks, three weeks? What?

A It was several weeks. Several weeks.
Q Okay. Do you have manuals that have been provided for your work there in LCSC?
A Our manuals are in -- like material are in the system.
Q Material is in the system?
A Uh-huh (positive response).
Q So you don't have a manual?
A We have some -- We have some like manuals, but you can -- all the material that you need is in the system.
Q All the material you need is in the system.
A Reference material what I call it.
Q Okay, is in the system. All right.
Did you have training manuals that you worked through when you went to these training classes?
A Right.
Q You did.
MS. SUMMERLIN: Nancy, I want to ask for a late filed exhibit for those training manuals on the Local Service Requests.
MS. WHITE: Can I clarify something? Was

the training that you are talking about on how to do the LSRs or was the training on how to be a customer service rep?

THE WITNESS: How to be a customer service rep mostly.

Q So it wasn't on LSRs? Did you receive training on the LSRs, on the Local Service Requests?

A Uh-huh (positive response), but most of our training was like how to be a -- you know, just being a good customer service rep.

MS. SUMMERLIN: I would like to get a late filed exhibit on those training manuals for the service representatives in the LCSC.

MS. WHITE: Again, I will take that under advisement. We spent a lot of money to put those classes together, so I don't believe we are going to be giving that out.

MS. SUMMERLIN: I guess we can argue about that, but that's what I would like to have identified as --

MS. WHITE: So you want training materials on how to be a service rep?

MS. SUMMERLIN: Yes, in the LCSC.

Specifically, what we want is the training on the Local Service Request. So if there is a subpart of it, that would probably be adequate for what we want.

Q Okay. Have you ever received any training on EDI or LENS?

A Yes, ma'am.

Q You have? What training did you receive?

A Well, when CLEC keys in to LENS, it goes through and processes through a system called LEO. Then that's the one that the LCSC works out of is LEO.

Q So have you received training on LENS?

A LEO.

Q Not on LENS?

A Our end of it is LEO. We don't go into LENS. The order is processed into LEO is what they call it.

Q Okay. So the training you have received is on LEO --

A Right.

Q -- not on LENS or EDI; is that right?

A That's what we -- They call it LEO, L-E-O.

Q I am just asking the question whatever you understood the training was. It's on LEO?

A Right.
Q Okay. On a given day at your job, you process orders from CLECs?
A Right.
Q My understanding is that some of the orders that you work on are electronically bopped out of the system because of some problem that happens, or else there are paper orders that come in and you get handed by your supervisor. Is that right?
A That's right.
Q So it's one of those two ways?
A Right.
Q How would you estimate the amount of time you spend on the paper orders as opposed to the electronic error orders?
A I personally spend more time on the paper orders. That may be different for different reps, but I personally do for more paper order.
Q Are you aware of any limitation that CLECs have when they use LENS?
A I have no idea.
Q You have no familiarity with that at all?
A No, ma'am.

Q Okay. When you have a paper order, a paper LSR, that you are looking at from a CLEC, and you are scanning it visually, that's your first step; is that right?

A Uh-huh (positive response).

Q And you recognize that there is an error in one of the data fields I guess. In other words, one of the questions where they have to put in the information, and you recognize right off that it's wrong, what do you do?

A Well, say for instance, you just kind of -- you look through it, and like, for instance, if the PIC -- I finish going on through it, but then like if the -- if there's something that you -- like you have to have like a PIC code. I just clarify it back.

Q You do what?

A Clarify it back.

Q Send it back for clarification?

A Right.

Q Do you send any error on that form back for clarification? I mean, every error I guess is a better way to word it.

A What are you --

Q What I mean is, is there anything that you might see on the LSR that would be an error that you would not send back to the CLEC for clarification?
A I don't think so.
Q So any error you saw, you would send the order back for clarification?
A Right.
Q Okay. So if you were looking at it visually right of the bat, you are mainly looking to make sure all of the things are filled in; is that right?
A Right.
Q Are there some things that just jump right out at you, other than just something not being put in a particular place?
A Well, I mean, for instance, you know you are going to have a PIC code.
Q So if they left that out, you know --
A You know you have got to have it. You know you have got to have the address.
Q Okay. But you wouldn't know by visually looking at it that the address was right or wrong?
A Right. That's right.
Q So once you have done the visual and all of

those little blocks are filled in, basically, what do you do then?

A Start keying it.

Q Start what?

A Start keying it to the system.

Q So what do you start with first? Just at the top of the form and work through?

A Uh-huh (positive response).

Q Is that the address usually that you would start with?

A Well, the first thing you have to start with is activity.

Q Activity. Okay. What are the kinds of activities?

A Well, there is change, new, switch with -- switch as is, switch with changes, disconnect.

Q Okay. So about five general categories?

A Yes.

Q Okay. So if you look on there and you see a code for an activity, before you even start putting it in the machine, how would you know that there is something wrong with that, or would you?

A Say that one more time.

Q Okay. If there is an activity -- The activity code you said is the first thing you look at.

A Uh-huh (positive response).

Q So I am assuming that that means there is a block on there that they put either C or N or whatever. How do you know -- Do you know before you start plugging it into the system that that is wrong? Is there any way you can know that it's right or wrong?

A Well, before I even start on it -- Say for instance if it's a change order or whatever, then you look at what's in the record now and say --

Q Are you already on the system?

A You have like a TV screen and down here in the bottom, you have -- I have like a bottom and I have like what's on the record.

Q What I was trying to do is ask you the first step. So you have already pulled it up on the screen?

A I pull like the main BTN I guess you would say on the screen.

Q BTN, billing number?

A The main account, main BTN. And say for instance if it's a D order and it's not -- the CLEC

that you have the paper for, you are not going to disconnect it or something. You look and see and make sure it's the right, you know, the right activity.

Q A D order is a disconnect order?

A Right.

Q And you see a code for a D on there, and then you question whether it should be disconnected or not, is that what you are saying?

A Well, you look -- First of all, you have to look to see if it's a change or disconnect or whatever, that it's actually the correct CLEC account. In other words, Supra can't change an ACSI account or something. You make sure it's for the right customer to start with.

Q Okay. So you look to see if it's hooked up to the right account?

A Right.

Q In other words, the end user, the end user that's on that Local Service Request, you look to make sure that the appropriate reseller is on the form; is that right?

A And the appropriate end user. You know, the appropriate end user is on the order, you know, that

they are the same and the correct CLEC also.

Q Okay. Once you start that process, am I correct that if there is anything that doesn't match up you just send it back for clarification?

A That's right.

Q And that -- when you do that, do you push a button and it creates a paper clarification back to the CLEC or what?

A You just go to a different screen, and then you type in the question.

Q Okay. Then that is generated electronically and faxed back or is it electronically sent back, or do you know?

A I imagine it's faxed, some type of electronically faxed but I've never been on the other end, so I don't know.

Q Okay. What do you do when there is an abandoned station condition?

A You mean if we ask or if it's indicated on there it's an abandoned station?

Q In other words, when you are looking at an LSR and you take the address and you put it into the system electronically and it reflects to you that

there is working service at that address, what is the procedure at that point?

A Well, the CLEC will tell you like, this is an abandoned station or it's an additional line.

Q The CLEC will tell you what?

A If it's an additional line or an abandoned station.

Q How will they tell you that?

A They usually write it on there.

Q If that's not on there, what do you do then?

A When you do call up the address, if there is other working service there, you try to -- if it's not -- if you are not sure, you have to go back and ask, is it an abandoned station or an additional line, because if you go in there and put an additional line in, there may not be facilities there.

Q Okay. So what you do is you ask the CLEC whether there is an abandoned station or not?

A Or if it's an additional line.

Q So it's the CLEC's obligation to get back to you on that?

A Sure.

Q Do you get a lot of phone calls from CLECs

on your job?

A Yes, ma'am.

Q Have you ever been instructed not to assist CLECs in filling out their LSRs?

A No, ma'am.

Q What has been your instructions on that?

A We try to help everyone as much as possible.

Q Do you ever call up a CLEC when you find an error on a LSR?

A Rarely.

Q Has there been an instruction on that issue?

A No, ma'am.

Q In other words, you are not told to call or not to call?

A No, ma'am.

Q Okay. When do you call?

A I might -- I rarely ever call. If it's -- I rarely ever, ever call.

Q Okay. So basically --

A I just clarify them back, and that way we get them back in writing. They send a new LSR in writing.

Q All right. Hang on one second.

Does anybody evaluate how quickly you do the LSRs, how quickly you process the LSRs?

A They never have in this center.

Q Do you know if LSRs are -- How are LSRs distributed throughout BellSouth that come in from ALECs.

Let me clarify that. Are you aware that there is more than one LCSC?

A There is -- You are talking about Atlanta versus Birmingham?

Q Yes.

A Yes.

Q Are those the only two or are there --

A As far as I know. I don't know.

Q How are the orders from CLECs distributed between Birmingham and Atlanta?

A I have no idea.

Q You don't know?

A No.

Q Do you know if Supra's orders would go to Birmingham or to Atlanta?

A I have seen them in our shop.

Q So you know they come to your shop?

A Right, but I don't know if Atlanta does any of them or not. I have no idea.
Q Have you ever received an order from a CLEC that asked for a change order activity?
A Yes, ma'am.
Q Are those -- Have you ever seen one that was submitted electronically?
A From like a change item?
Q Yes.
A I don't remember. I am not going to say. I don't remember.
Q So as far as you know, there is no limitation on electronic submission of orders by CLECs?
A I have no idea what the requirements are for the electronic submission. I have no idea.
Q Is there any requirement that CLEC submit manual orders that you are aware of?
A I have no idea.
Q So you are not familiar with what they are supposed to do?
A I have no idea of their requirements. I have no idea. As far as like electronic versus paper,

I have no idea. I have never been told.

Q So you have never heard anybody put that requirement that a CLEC manually submit orders?

A I have no idea.

Q Okay. If a CLEC submitted an order asking for quick service -- Do you know what quick service is?

A Uh-huh (positive response).

Q If a CLEC asked for that or would it be appropriate for them to ask for that on a Local Service Request?

A They rarely do. They rarely do.

Q Are you aware of them ever doing that?

A I can't remember.

Q Are you familiar with the term quick serve?

A Right.

Q What is that?

A I believe quick serve is where it's left working in the premise, and they can pick up the phone and call I believe it's the business office or -- I am not sure about 911. I am not sure.

Q So you are not familiar with a CLEC asking for that?

A I can never recall that they have.
Q Is there -- Are you aware whether that is available to CLECs?
A To my knowledge, quick serve is not something that's available to different people. It's when it's available to the address. If I am issuing an order and the quick service is available, then we use it.
Q So it's tied to the address?
A Right.
Q So how would a CLEC be able to utilize quick serve?
A I guess they would write it on there. I have seen them write it on there, but I can't -- I have no idea which one it was. I have rarely seen it.
Q So you haven't seen it used much?
A Very rarely.
Q But you have seen it at some point?
A I might see them say -- Quick serve is only something for residents, and we do mostly business where I am.
Q You do mostly business?
A Right.

Q So you don't --
A I work in small business.
Q Within the LCSC?
A Right.
Q You work in small business?
A Right.
Q So there is a different section that deals with residential?
A Right.
Q Who works in -- Who is in charge of the residential section?
A I really don't know. It's on a different floor.
Q You are in the small business section?
A Right.
Q So has this not come up in the small business arena, the quick serve? I am just trying to get it clear. You said you had seen it on an --
A Quick serve is something that they use in residents. To my knowledge it's not available for a business customer, to my knowledge.
Q Okay. On what basis are you evaluated?
A I have never been evaluated in this job.

Q You have never been evaluated. Is there any -- Do you have any understanding that there is a minimum time period for you to be evaluated?

A They have -- It has not -- As far as a time frame, it has not been an issue. It's more on giving good service.

Q Well --

A Are you talking about time frame per LSR or something?

Q What I am talking about is you, Mr. Sansing, are an employee of BellSouth working in the LCSC in the small business section. On what basis -- You say you have never been evaluated --

A Right.

Q -- as an employee in that section.

A Right, in this job.

Q Do you have an understanding that any BellSouth employee gets an evaluation in a certain time frame? I don't know. I am asking if there is --

A In my past experience, it has not been -- say, for instance, every six months or every eight months. It's never been that way.

Q There is nothing like that?

A No.
Q How do you know if you are doing a good job?
A Well, you know, they --
Q Nobody fires you, is that --
A They say, you know, if you have any problem that it's covered with you.
Q Somebody talks to you?
A Right.
Q Who would talk with you?
A I guess your supervisor.
Q Whoever the next person up is?
A Right.
Q But they don't give you an evaluation usually?
A I haven't had one in this job but, yes, you do get them from time to time.
Q From time to time. But there is no set time period?
A There never has been before.
Q But you have not received one in a year --
A Right.
Q -- in this job?

Are you familiar with CLECs asking for

reservation of telephone numbers, blocks of telephone numbers?

A I am not familiar with that.

MS. SUMMERLIN: I think that's everything.

MS. WHITE: Beth, do you have anything?

MS. KEATING: No, we don't have anything.

EXAMINATION BY MS. WHITE:

Q Mr. Sansing, I just have a couple of questions. You are on leave now, family medical leave?

A I have a case, but I am not on leave. I have a -- It's from time to time.

Q Okay. Why is that?

A My dad is -- He will be 87 in June. He is in real bad shape. I am an only child.

Q Does he live with you?

A Right.

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

MS. SUMMERLIN: Thank you, Mr. Sansing. I appreciate you coming.

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis Simpler

Phyllis Stephens Simpler,
Commissioner

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

CYNTHIA ARRINGTON,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 12:40 p.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 21
COMPANY/ WITNESS: Arrington / Supra
DATE: 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

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I N D E X

MS. SUMMERLIN: 6

MS. WHITE: 52

I, Phyllis Stephens Simpler, a Court Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 12:40 p.m., CYNTHIA ARRINGTON, witness in the above cause, for oral examination, whereupon the following proceedings were had:

CYNTHIA ARRINGTON,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: I am Suzanne Summerlin representing Supra Telecommunications and Information Systems.

MS. WHITE: Nancy White representing BellSouth Telecommunications.

MR. BOWMAN: John Bowman on behalf of Commission Staff.

MS. SUMMERLIN: We will abide by the usual

stipulations, Nancy, is that right?

MS. WHITE: That's fine.

EXAMINATION BY MS. SUMMERLIN:

Q Good afternoon, Ms. Arrington. I appreciate you showing up to talk to us. Can you tell me what your current title and position is at BellSouth?

A I am an account manager. My position is in customer support.

Q Account manager in customer support.

A Uh-huh (positive response).

Q How does that relate to the LCSC?

A The LCSC services orders for our competing local exchange carriers, and we, customer support managers handle -- just making sure that the customer knows who to call. We kind of direct them through the LCSC process.

Q Okay. Are all of the accounts that you handle CLEC accounts?

A Yes.

Q Okay. Are you assigned certain CLECs?

A Yes.

Q Is Supra one of your CLECs?

A Yes.

Q Let me just go back for a minute. When did you start with BellSouth?

A February 9, 1976.

Q 1976. Okay. What has been your -- What job did you have then when you first started?

A Directory clerk.

Q Directory clerk. What did you -- How long were you in that position?

A Two, two and a half years.

Q Then what job did you have then?

A Repair attendant.

Q Then what -- How long were you a repair attendant?

A Two years.

Q Okay. What did you do after that?

A Supervisor.

Q Supervisor in which section?

A Repair.

Q How long were you in that job?

A About six and a half, seven years.

Q Okay. Then what position did you get next?

A Assistant manager.

Q In that same repair group?

A No.
Q In what section?
A In property and services management.
Q What is that?
A It's the real estate group that handles furniture and budgets and --
Q Okay. How long were you in that position?
A About two, two and a half years.
Q Then where did you go next?
A I went to BellSouth Products.
Q Okay. What did you do at BellSouth Products?
A Budgets and supervision.
Q Budgets and supervision?
A Yes.
Q Is that a sales section, BellSouth Products?
A It was.
Q Okay. And you were in charge of keeping the salespeople within their budget or is that the wrong assumption to make from that?
A In charge of keeping revenue and expense budgets for the operations managers --
Q Okay.

A -- and one assistant vice-president.
Q How long were you in that position?
A About two, two and a half years.
Q Okay. You only stayed two and a half years and that's it, isn't it? What did you do next?
A Database administrator and supervisor.
Q Database. Which databases?
A Business Revenue Information Systems, the acronym of BRIS, B-R-I-S.
Q How long were you in that position?
A About five years.
Q Then what was your next position? The current one?
A My current position.
Q How long have you been in this current position?
A One year.
Q One year. A lot of people just started new jobs in the last period of time with the CLECs coming about.
A Yes.
Q Your position title is an account manager in customer support. You don't have any line

relationship to the LCSC then, do you?

A No.

Q You are not above or below, you are just a different entity altogether?

A Right.

Q What entity are you in?

A I am in the intraconnection in the connections department.

Q Services?

A Staff. I am actually staff.

Q As opposed to what?

A Being on line. As opposed to being a part of the interconnection services of the LCSC. I am actually the LCSC staff.

Q Okay. So you are LCSC staff, is that what you are saying?

A As it applies to customer support, yes.

Q Okay. On a daily basis, what do your duties consist of in that job that you are in?

A Directing CLECs to the proper departments to obtain whatever information they are looking for.

Q Okay. So if a CLEC that you are assigned to has a problem of any kind, do they call you?

A They can.
Q Okay. How does your role relate to the implementation team or Wayne Carnes' position?
A The implementation team has now been renamed the advisory team, but Wayne Carnes is an account manager. And once Wayne has a signed contract, then the account is turned over to me to help the customer learn how to do business within the LCSC.
Q Okay. So is Wayne Carnes no longer responsible at that point once the contract is signed or --
A I have no idea.
Q You don't know. Okay. So after the contract is signed, your responsibility begins, basically?
A As far as the LCSC is concerned, yes.
Q Okay. So you have been in this position for one year?
A Yes.
Q Had you ever been a customer service representative in BellSouth anywhere else --
A No.
Q -- prior to this?

Are you familiar with the internal procedures for customer service representatives at BellSouth --

A No.

Q -- in terms of end user orders coming in to BellSouth? You are not? Did you understand that question?

A Would you repeat it?

Q Yes. Are you familiar with the internal procedures that BellSouth employees in signing up new customers, residential or business, for BellSouth service?

A No.

Q You don't have any familiarity with that then?

A No.

Q So you wouldn't know what differences there are between the CLEC operations --

A No.

Q -- and the operations that BellSouth has for its own sales and service?

A No.

Q Okay. What kind of training did you receive

for the position that you are in now?

A As far as handling customers?

Q Yes.

A Basic operations as far as operating systems that the customers will use, basic procedures on how the LCSC works, that kind of thing.

Q Had you ever worked as a service rep in the LCSC or --

A No.

Q -- did it even exist before you got the position?

A I have no knowledge of it existing or not because I have never worked in that position.

Q You never worked it. Okay.

So have you ever had a customer face-to-face job before at BellSouth?

A Face-to-face, no.

Q Okay. Had you ever had to utilize the systems RNS?

A No.

Q The RSAG?

A No.

Q The CRIS?

A Yes.
Q You have used that one. When did you use that?
A In my job as the BRIS database administrator and supervisor.
Q What did you do with that system?
A That particular database helped to verify customer affiliation.
Q Have you received training on LEO?
A Yes.
Q How much training did you get on that? When did you get that training?
A Several months ago. I don't --
Q A few months ago?
A Yes, but I don't know when.
Q How much training did you get on that?
A I can't quantify it. I don't know.
Q Was it like days or hours?
A Hours, I suppose.
Q Have you ever had any training on EDI?
A Yes.
Q How much?
A It's whatever BellSouth offers. I don't

know if it's a half day or whole day training.
Q Not more than a day?
A No.
Q Have you ever had training on LENS?
A Yes.
Q How much did you have on that?
A I think it was a day and a half or two days. Whatever BellSouth offers.
Q One and a half or two days. Okay.
Have you ever actually had training on the activities that the service representatives do in the LCSC?
A Not training, but I have sat with the reps to observe what they do.
Q Okay. How much of that have you done?
A I couldn't speculate.
Q Days?
A Days.
Q Several days? A week?
A Probably more than a week.
Q But not two weeks?
A I couldn't speculate. It was months ago. I made it a point to go out and to be with them to

understand what they were doing, but I couldn't tell you --

Q Okay. But it wouldn't have been a month or something like that?

A No.

Q Just sporadic days or whatever?

A Right.

Q Have you ever been on the premises of a CLEC?

A Yes.

Q Is that something that you do as part of your job?

A Yes.

Q How often do you visit CLECs?

A As needed.

Q As needed?

A Uh-huh (positive response).

Q Have you ever visited Supra's premises?

A Yes.

Q How often?

A Once.

Q How long was that visit?

A One day.

Q One day visit. Are you familiar with the problems that Supra experienced getting its orders processed in the LCSC?

A Only what I have -- what I have been called about.

Q When was your one day visit to Supra?

A In March of this year.

Q March of this year with the then called implementation team but now advisory team?

A I think it was called advisory team on the 24th of March.

MS. SUMMERLIN: Can you read back the question right before that?

(The requested portion was read back.)

Q You answered that you had been -- the ones that you had been called about?

A Yes.

Q When were you called?

A Last August I was called quite a lot.

Q Last August?

A Yes.

Q '97?

A Yes.

Q Okay. Who called you?
A Lydia. I believe her last name was Nobly. We used to talk quite often.
Q Did you get calls after that?
A I am sure I did.
Q How often?
A I couldn't speculate.
Q Well, just give me an estimate. Once a month, twice a month or a lot?
A It wasn't as often as I was talking with Lydia, but not a lot.
Q Not a lot?
A Not a lot.
Q Okay. Did you have any interactions with the LCSC regarding Supra's --
A Yes.
Q -- situation? How were those interactions instigated?
A The first that comes to mind is after they started inputting into LENS, there were complex orders that they were trying to input, and I had to call Lydia and tell her she couldn't do that.
Q Complex orders can't be processed through

LENS?

A That was true at that time.

Q Okay. Complex orders have to be processed how?

A At that time, they needed to be sent manually.

Q Sent manually?

A Yes.

Q Are you aware if this is still the case?

A I am not aware.

Q Are there any other limitations on LENS that you are aware of?

A Not that I am aware of.

Q Have you ever processed a Local Service Request?

A No.

Q Have you ever filled one out?

A Only to help a customer understand how to do one. I personally have not filled one out, but I have had one filled out in my presence. I know what's expected.

Q Would you -- Do you know what RSAG is?

A Regional Street Address Guide.

Q Have you ever had to use it in any way in any of your jobs?
A The guide itself, no, but a feed from that guide has always been present in all of our downstream systems where you would need to get an address.
Q To access RSAG?
A Yes.
Q So you are familiar with it to that extent?
A Yes.
Q Are you familiar with quick service?
A I know what it is.
Q What does that mean? What is it?
A It means that when a customer leaves a residence or a business, there is dial tone left there in order to call 911, and, therefore, when an exchange carrier goes in and they want to set up service there, they can let Bell know or whomever that there is a dial tone working. It's a working dial tone left at that premise.
Q Is that something that's available to CLECs?
A I don't know.
Q You don't know. So who -- Once Ms. Nobly left Supra, who did you have conversations with after

that?

A There was someone -- I cannot remember her name. And then Brad Hamilton has called me at different times.

Q You have talked with Brad Hamilton. What did Brad Hamilton call you about?

A I don't recall.

Q What kind of problems in your experience as the person who addresses CLEC problems, what kind of problems has Supra had in your experience?

A Understanding the LENS systems and which orders they will take. Understanding -- I believe there was a telemarketing thing that there was a lack of understanding there. But basically just understanding where to send the orders.

Q Where to send them. You mean which place in BellSouth or --

A Which process to send them through.

Q Which process. So did you -- What did you do to address that problem?

A Back in August when I was dealing with Lydia, she knew that she could not send them on LENS. One day she sent me just a sheet of paper with several

numbers. I think it was numbered up to 78, but she also had some numbers at the top, she sent to me saying we need these processed. And that was -- I don't remember the date in August I got those, but she was going to be here August 28th. And I arranged a meeting with her and several other people so we could sit down and go over that process with her. So I remember that being a problem.

Q And what exactly was that problem?

A Not knowing how to fill out LSRs and what was needed.

Q Not knowing how to fill them out?

A Uh-huh (positive response).

Q Why were they having a hard time filling them out?

A I don't know.

Q Did you investigate what the problem was with filling them out?

A (Shaking in the negative).

Q What action did you take?

A I had the meeting on the 28th when she was here, and we showed her how to do it.

Q You showed her how to do it?

A No.
Q Who did?
A I believe Teresa Gentry was in that meeting and certainly helped us there. Nan Shelly who was in billing addressed some other problems. I believe A.J. and I don't remember his last name was there, and also Bob. I don't remember Bob's name. He was in that meeting.
Q So you -- the people in the meeting showed Lydia Nobly how to fill out an LSR?
A Yes.
Q Was there any subsequent training arranged?
A What we provided her -- The answer is no.
Q Okay. No training was provided after that problem on LSRs, by you anyway?
A No.
Q Okay. How did you follow up on that situation?
A Her orders got better. There was no need to follow up.
Q Her orders got better?
A The information she took with her took care of that.

Q Would you say what you just said again?
A The information that she took with her from the meeting took care of the problems that she was having.
Q Okay. And those problems related to manually filling out LSRs?
A Yes.
Q Okay. Were you aware that there were problems from Supra's point of view of having to manually submit orders at all?
A No.
Q You were not aware of that problem?
A No.
Q How much -- I probably asked you this a minute ago. How much training have you had on filling out LSRs?
A I have spent a lot of time on the Internet understanding what is needed in each field. All of that's out there. I couldn't tell you how much training I have had on it, but, yes, I have spent time doing that.
Q Have you actually had formal training on it?
A No.

Q Okay. Is the LSR a new document for BellSouth?
A No.
Q No?
A (Shaking in the negative).
Q When did the LSR come into being?
A When I came to the job, they were using LSRs.
Q They were using LSRs?
A Yes.
Q Do you know when they first started using LSRs?
A No.
Q Where on the Internet did you learn what you know about the LSR?
A Which web site?
Q Yes.
A WWW dot BellSouth dot Com slash Interconnection slash Guides.
Q Interconnection guides?
A Yes.
Q So what you said a few minutes ago is that you were not aware that there were serious issues

after August because the orders got better; is that correct?

A Ask the question you asked me before.

Q I'll try. I won't guarantee it will be the same question. You were not aware of any serious issues after August '97?

A Only the issues that they brought to my attention.

Q Okay. What issues were they that were brought to your attention?

A I don't recall.

Q You don't recall what issues were brought to your attention?

A Whatever issues they brought to my attention, I was aware of them, took care of them but I don't recall specifically what they were.

Q Is it your testimony that there was no problem at Supra with LSRs after the August --

A That is not my testimony.

Q Okay. Tell me what your position is on that.

A My testimony is I was only aware of the issues that they brought to my attention, and that I

do not recall any specific issues concerning LSRs after August.

Q So you don't -- The only specific issue that you remember anything about is the problem with filling out the LSRs in August of '97?

A That is correct.

Q And you don't remember any other major big issue that was brought up by Supra that has been an ongoing problem?

A Not concerning LSRs.

Q Or anything else? I mean, I am asking, do you remember anything else being a major issue?

A Only billing issues.

Q Pardon?

A Only billing issues.

Q Okay. What billing issues do you remember?

A September, October, November time frame, there was a question concerning a list or two separate lists of numbers as to whether they were Supra's customers or not.

Q Okay. And why was Supra complaining about that?

A There again it's a billing issue. They were

questioning whether these were their customers or not.

Q When you say it's a billing issue, does that mean it's not in your arena? Is that what you are saying?

A There is a billing department. There is a billing department. And, of course, there again, I would only refer them to the billing department.

Q Is your role basically to refer them to people?

A Yes.

Q So you don't substantively help CLECs yourself? I am not trying to characterize it. I am just trying to ask. Are you supposed to be able to substantively help them?

A I serve as an interface between the customer and the different departments within the LCSC. And to me that's substantive when I direct them to the right people.

Q Who did you direct Supra to in the billing department?

A Ron Owen.

Q Did you give a response to Supra regarding the complaints about the list of --

A I did.
Q What was the response?
A The first list they gave me, I did look at those numbers myself, and those I found to belong to Supra at some point in time.
Q At some point in time?
A They had belonged to Supra.
Q Okay. Was that -- Okay. So you determined that those lines had belonged to Supra at some point in time?
A Yes.
Q Were you aware of whether those lines belonged to Supra for the period for which they were being billed?
A No. No, ma'am.
Q Did you tell Supra that you didn't know the answer to that question?
A I believe we referred Supra to the tariff.
Q Why did -- What does that mean?
A It means that there -- In our general services tariff concerning billing issues or customers, there is a place in the tariff that states the billing obligation if they have belonged to that

customer or not.

Q So you never -- Let me ask you this: Did you ever make a determination that the lists of lines that were submitted to you by Supra were actually Supra's customers for the time period that Supra was complaining about?

A I don't know that they gave me a time period. I checked only to see if they had ever belonged to Supra.

Q At any point in time?

A At any point in time.

Q So you don't really know whether -- the problem that they had, whether that answered it or not, you don't know?

A That was referred to billing.

Q That was referred to Ron Owen?

A Yes.

Q He would know the answer to that?

A I can't say that but --

Q But if anybody does, he might; is that right?

A He is in billing.

Q If a CLEC calls you up and they say, we need

help because we don't know how to appropriately interface BellSouth on EDI, what do you do?

A There is a group that should have done EDI testing that I would refer them back to.

Q EDI testing?

A Yes.

Q What group is that?

A Well, the person that I would refer them to would have been Vanessa Thomas.

Q Vanessa Thomas?

A Yes.

Q And would Vanessa Thomas have trained them on EDI?

A Yes.

Q So it's your testimony that if they made that complaint, that's what you told them?

A That's what I would have done.

Q Do you remember if you did do that?

A I do not recall.

Q Do you remember hearing anything about their problems with EDI?

A Yes, I think so.

Q What did you hear?

A I don't recall.
Q You don't recall what they were saying about the EDI?
A No.
Q Do you recall what they were saying about LENS?
A No.
Q Is it considered the appropriate procedure for the CLEC that's in your account group to call you if any of these issues?
A Appropriate for a time period, there are -- Can I elaborate?
Q Yes.
A There are new CLECs that may not know who to call. And once we have kind of directed them through that procedure, there comes a time when they are comfortable enough to call all the numbers and I won't hear from them.
Q So at the beginning, you are the one that sends them out to the various places?
A Yes.
Q But after that point, there is no obligation for you to know anything or they are not supposed to

call you?

A I didn't say that.

Q Well, I am just trying to understand what --

A Normally when a customer has become comfortable with how to do business, there is no need to call me but they can call me at any time.

Q Is it -- What I am trying to ask you is, is there a procedure that requires them to call you --

A No.

Q -- to try to pursue any particular problem they have got?

A No.

Q Is there somebody that they are supposed to call if they have got a particular problem?

A You keep saying are they supposed to. We are -- In my position, I am made available to them. It is their choice whether they want to call me or not.

Q Yes. What I mean is, does BellSouth tell CLECs, if you have a problem of any sort with your intersection with BellSouth, you should call X, and then we will make sure that whatever needs to happen will happen?

A There again, I have answered that question. I make available to my customers the fact that, here is my phone number, here is my beeper. It's up to them to call me.

Q So the answer is, no, basically; is that right?

A I don't think my answer is no.

Q Okay.

A Maybe I am not understanding your question.

Q What I was asking is, is there a person that BellSouth instructs CLEC to call when they experience a problem in any of the areas, any --

A I am not aware.

Q Okay. When you receive complaints from CLECs, do you have some system where you log them in?

A Normally I just refer them out, but the CLEC may not know that I am referring them. But once I am called, I don't wait around. I pick up the phone and call whoever I am supposed to, one, to find out if they are working on the problem, or two, to see if they are even aware of the problem. If not, then I make them aware.

Q Do you keep a log of the calls that come in

to you from CLECs?

A No.

Q So if I were to ask you for some kind of log to show what calls you got from Supra, you wouldn't have one?

A No.

Q You wouldn't know who you sent them to necessarily?

A No.

Q Who is in charge of training for BellSouth, or is there one person?

A I don't know that there is one particular person.

Q Who would you refer an ALEC to if they needed training on any particular --

A The account team.

Q The account team?

A Yes.

Q So you don't know a training person?

A No.

Q The account team would know who the training people are?

A Yes.

Q Are you part of the account team?
A No.
Q You are not. What exactly -- Let me ask you one more time. I am confused. What exactly is your position, your duty?
A To interface with the customer to help them to learn how to work within the LCSC.
Q What kind of follow up do you do to find out whether they are learning how to do business appropriately?
A I check with the supervisors.
Q Which supervisors?
A Well, just like I have an account base, so do the LCSC supervisors. And I'll check with them to see how the particular CLECs on my roster are doing, what particular problems they may or may not be having.
Q So you had -- I am sorry. I didn't mean to interrupt you.
A There, again, I am -- if they are having problems, they come to me. If I am checking to see if the CLEC is having problems and it's told to me, I go back to them.

Q Who did you talk to to see if Supra was having problems?
A Early on I believe Tanya Hardy had their account, and then Teresa Gentry has had it since that time.
Q Okay. Early on covers what period of time? August?
A July and August, I believe.
Q So did Teresa Gentry have it most of the time?
A Yes.
Q Is she still in that position now or not?
A I believe she was just promoted to another position.
Q Up until -- She just got promoted?
A She did, yes.
Q So what did Teresa Gentry tell you about Supra's --
A Only making me aware of the orders that I talked about, trying to do complex orders in LENS.
Q What did she say about those complex orders?
A Only that they could not do complex orders in LENS.

Q So she told you that?
A Yes.
Q Did she tell you anything about the limitations on LENS --
A No.
Q -- at all? But she said Supra could not do complex orders on LENS; is that right?
A Yes.
Q So what did she say about that?
A She asked me to call and to tell them.
Q Okay. So she asked you to call Supra and tell Supra that they must submit those orders manually?
A Yes.
Q Okay. Were there any other orders that Supra was required to submit manually?
A Not that I am aware of.
Q When you say a complex order, what does that entail?
A Anything that has to do with facility based. If it isn't simple business, if it's a certain number of lines and that kind of thing, it becomes --
Q If you were to say what a simple order is,

is that a switch as is?

A I would call that less than five lines.

Q A switch as is that's less than five lines?

A I didn't say switch as is. I would call it any order that's less than five lines.

Q A simple order is anything less than five lines?

A Yes, 1FB or 1FR.

Q Okay. Is that the only determining factor is how many lines?

A I really don't know.

Q But in your mind that's what it is?

A Yes.

Q Now, I asked you if you were part of the account team and you said no; is that right?

A That's right.

Q Okay. Did I ask you who your supervisor was?

A No.

Q Who is it?

A Karen Groves, G-R-O-V-E-S.

Q Do you have any people that you supervise?

A No.

Q Were you asked anything about the interrogatories that Supra sent to BellSouth?
A No.
Q Are you familiar with the response that was filed to item number twelve?
A I am not familiar with that.
Q Okay. It appears to indicate that the account team -- that you would be on the account team. That's the --
A I am not.
Q Okay. You are clarifying that that's a mistake, I guess. Are you -- So you have told me already that you are not familiar with who does training for CLECs?
A That's correct.
Q You would send that back to who?
A The account team.
Q Who on the account team?
A Wayne Carnes.
Q Wayne Carnes. Okay. If I had to ask you who was responsible for a CLEC's success in interconnecting with BellSouth, who would that be? One person if you had to pick one.

A I couldn't speculate.
Q Well, give me one or two people that you think would be --
A I cannot speculate.
Q You don't know, is that what you are saying?
A I am saying I won't speculate.
Q So you don't know the answer to that?
A I am not speculating. You asked me one or two people and --
Q Well, who is responsible at BellSouth for CLECs succeeding?
A I won't speculate.
Q Are you responsible for that?
A I have a part in that, but, no, I am not the sole responsibility for that.
Q All right. What is a switch as is order?
A It is my understanding that a switch as is means just that, switch it just like it is.
Q Do you know what's involved in changing a long distance carrier's -- or a customer's choice in long distance carriers?
A No, I do not.
Q Do you get updated training whenever there

are changes to LEO?

A Yes.

Q You do?

A Let me qualify that. I get the same updates that the CLECs get, and they are all out on the Web, whatever changes are coming through that are carrying notifications. And I check the Web regularly, make sure that -- not only that the announcement is there but that the CLECs can get to the letters.

Q Do you get training on those updates?

A No.

Q So what exactly happens when you find out about an update on EDI? I am sorry, on LEO.

A I don't understand the question.

Q How do you know there has been a change to LEO?

A There is a carrier notification several weeks before it actually happens, and the notification tells you what's going to change.

Q You get a written document that says that?

A I check the carrier notifications out on the Web Site.

Q So you have to instigate that yourself, you

have to pull it up?

A Yes.

Q How do you know to do that? You just do it regularly?

A Yes.

Q Do you know anything about any problems dealing with reserving groups of telephone numbers for CLECs?

A No.

Q Have you heard anything about problems that Supra experienced in terms of repairs, taking a long time in their orders to do repairs?

A Only what was told to me in March.

Q In March when you went with the implementation team?

A Yes.

Q Who would know about those questions?

A I am assuming someone in the repair department.

Q How many CLECs do you have under your account group?

A I don't know.

Q You don't know?

A I don't know.
Q You don't know how many CLECs that you deal with?
A I would be speculating. I do not know.
Q You can't estimate? Or would you please estimate how many?
A Twenty.
Q Twenty. The CLECs that you deal with are they all operating in Florida?
A No.
Q How many operate in Florida?
A I don't know.
Q Can you estimate?
A Five, six.
Q Five or six. Do you deal with all of the CLECs that are operating in Florida for BellSouth?
A No.
Q No?
A No.
Q How are you assigned the CLECs that you have in your account?
A I have no idea.
Q You don't know?

A I don't know.
Q How many of the CLECs that you are dealing with deal with both business and residential customers?
A I couldn't speculate.
Q You don't know?
A I don't know.
Q You don't know that the -- what kind of customer base your CLECs have that are under your account team?
A I couldn't estimate a number.
Q You couldn't estimate a number. You have twenty that you are dealing with.
A I estimated twenty.
Q Estimated twenty. Okay. Have you had the same number all along?
A No.
Q How many did you have at the beginning?
A Maybe ten, twelve. Again, I am estimating. I don't know.
Q So it's increased a little bit?
A Yes.
Q Have you had complaints from the other CLECs

on your account team regarding manual processing orders?

A I don't recall.

Q You don't recall?

A No.

Q So it's not been a major problem?

A I couldn't speculate.

Q Ms. Arrington, I am asking you a question. Okay. Has this been a major problem with the CLECs on that?

MS. WHITE: Object to the standpoint she said she didn't know, and you repeated the question after she had already said she didn't know the answer.

Q That's what your testimony is that you don't know the answer?

A You have asked the question major problem. I am not aware of a major problem, and I will not speculate.

Q Well, that's an answer. If you are not aware of a major problem, that's the answer.

Are you familiar with any of the problems that Supra has complained about dealing with BellSouth representative's interaction was Supra

customers?

A Only the ones that I heard in March.

Q The only ones you heard in March?

A Uh-huh (positive response).

Q Just give me a couple of minutes and I will probably be through.

What kind of compensation do you receive?

A I am not on a compensation plan.

Q What does that mean? You don't get a commission?

A I do not get a commission. I am on salary only.

Q You get a flat salary. When was the last time you called Supra to ask how things were going along?

A I haven't called Supra in several months.

Q Like how long ago would you have made a call like that?

A I couldn't speculate.

Q So you don't remember. Okay. Do you remember having a conversation with Mr. Ramos in which you told him to file a complaint with the PSC --

A I do not recall that conversation.
Q -- if he had a problem? Did you ever have a discussion with Mr. Ramos regarding retention letters being sent out by BellSouth?
A I had a discussion with Mr. Ramos concerning the letters that he --
Q Do you -- What was that about?
A Mr. Ramos alleged that the LCSC had a built in system to notify the customer that they were being switched before the orders were worked.
Q And did you investigate that?
A I called the LCSC while we were still in the meeting and was told the LCSC does not do that.
Q Were you told that the LCSC did not do that?
A That's correct.
Q Is that what you conveyed to Mr. Ramos?
A That is what I told him.
Q Have you become aware of anything different than that?
A I have become aware that there is a notification -- a customer notification letter, not a retention letter, that is sent downstream through another department in BellSouth not LCSC.

Q A letter that you characterize as a notification letter?
A It is called a Customer Loss Notification letter.
Q By BellSouth?
A Yes.
Q This is OAR 14, page one of two. It's attached to Mr. Ramos' direct testimony. I would just ask you to look at that and tell me if that is the letter we are talking about here.
A It looks like it.
Q You think that's the letter or similar?
A It looks like it's something similar.
Q Okay. Thank you. Did you ever hear anything Supra -- about problems they had with the TAFI system?
A No.
Q Are you familiar with any problem that a CLEC has with that compared to BellSouth's --
A I am not aware of any problem.
Q -- access? Are you aware of how long it takes for BellSouth to notify Supra, or presumably other ALECs, regarding the switch of a customer from

the CLEC back to BellSouth?

A I am not aware.

Q Are you aware of a problem that Supra has had with obtaining the daily usage file for its customers?

A I am not aware.

Q Is there any kind of procedure whereby you would talk to other people at BellSouth about CLECs to try to evaluate what their scenario is or what their situation is in terms of their interconnections with BellSouth?

A Would you elaborate on that?

Q What I am saying is, is there any scheduling of meetings on a regular basis between you and other members of the people that would interface with CLECs regarding the CLECs success?

A Of course there are other customer support managers, and we do share common problems but we have no schedule of meetings.

Q Have you ever attended a meeting with Supra and the rest of the account team?

A Yes.

Q When did you attend that meeting?

A I don't have dates.
Q Do you have any idea when it was?
A First meeting in July of '97, somewhere in October, December.
Q So you remember three meetings?
A Yes.
Q What was talked about at those meetings?
A The interconnect agreement, BellSouth branding their billing.
Q Okay. Were any of these other issues brought up?
A I don't recall.
Q You don't recall. When those meetings were held, who had responsibility at the end of those meetings to address any problems that were outstanding?
A If it came under my umbrella, I took LCSC issues. I am assuming other people took whatever issues that came under their expertise.
Q So if Supra had problems that they brought up at those meetings regarding faxing, having to fax orders, you would have been the person who would have been responsible?

A I would have, yes.
Q But you don't remember that being a big problem?
A I don't recall.
Q Just probably one more question.
I think that's all I have got.
MS. WHITE: Staff, do you have anything?
MR. BOWMAN: No, we don't have any questions.
EXAMINATION BY MS. WHITE:
Q I just have a couple. Ms. Summerlin asked you the question about who at BellSouth is responsible for the success of the CLEC. In your opinion, is the CLEC also responsible for its success or failure?
A Yes.
Q When you met in August, on August 28th with Ms. Nobly of Supra, did you provide her with information to take home with her?
A Yes, I did.
Q What was that information?
A CLEC binder and paper examples filled out of every type of order she would have do do.
Q Do you know whether Supra had access or had

LENS in place in August when you met with Ms. Nobly?

A Yes.

Q They did have it in place?

A Yes.

Q Okay.

MS. WHITE: That's all I have. Thank you.

MS. SUMMERLIN: Thank you.

* * *

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis Simpler

Phyllis Stephens Simpler,
Commissioner

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

TERESA GENTRY,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 9:30 a.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 22
COMPANY/WITNESS: Gentry/Supra
DATE: 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

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ALSO APPEARING:

Olukayode A. Ramos, Supra Telecommunications & Information Systems, Inc.

I N D E X

MS. SUMMERLIN: 6

MS. WHITE: 95

I, Phyllis Stephens Simpler, a Court Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 9:30 a.m., TERESA GENTRY, witness in the above cause, for oral examination, whereupon the following proceedings were had:

TERESA GENTRY,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: I am Suzanne Summerlin representing Supra Telecommunications and Information Systems.

MS. WHITE: Nancy White representing BellSouth Telecommunications.

MR. BOWMAN: John Bowman representing Commission Staff.

EXAMINATION BY MS. SUMMERLIN:

Q Good morning, Ms. Gentry. Your name is Teresa N. Gentry?
A Yes.
Q Even though it's spelled Teresa?
A Yes.
Q I appreciate you coming this morning to talk to us. I am Susan Summerlin representing Supra.

Let me ask you what your current job title is and where you are located.
A My current job title is CLEC customer center support manager, BellSouth, 600 North 19th Street.
Q CLEC Customer --
A -- Support Center.
Q You are manager?
A Uh-huh (positive response). Yes.
Q Who is your supervisor?
A Ron Moore.
Q Ron Moore?
A Uh-huh (positive response).
Q R-O-N M-O-O-R-E?
A Yes.
Q Now, how many people do you supervise in that position? You are the supervisor, so. A bunch?

A In that position I have no direct reports.
Q So you have no direct subordinates?
A I have no direct subordinates.
Q Who are your indirect subordinates? Do you have indirect people? I mean, if you are the manager -- Go ahead.
A I am the CLEC customer support manager. That's a new title for me. That's what I am right now.
Q I see.
A Indirectly there will be a first line that will be in the CLEC center support group, and that direct line -- The first line reports to Ron Moore. I am like the staff support person for that group. None of them report directly to me.
Q How long have you been -- Your title right this minute is CLEC customer support center manager?
A Yes.
Q How long have you been in that position?
A Since April 1st.
Q Since April 1st, '98?
A Right.
Q What was your position prior to that?

A I was the supervisor for the provisioning group for the LCSC.

Q Supervisor for the provisioning group for the LCSC?

A Right.

Q And the LCSC is Local Carrier Service Center?

A Yes.

Q How many people did you supervise in that position?

A Fourteen.

Q So you had fourteen employees, okay, for the provisioning group.

Now, can you just describe real easily and quickly what the LCSC, what the function of that is?

A Well, that's Local Carrier Service Center. We support and provision orders for the local carriers.

Q Okay. So you basically process the orders, is that --

A Yes.

Q -- what happens?

Okay. Now, when you supervise these fourteen employees, were they all people who actually processed orders?

A Yes.

Q They sit at terminals and get the orders in?

A Yes.

Q Would they be considered a first line or --

A Yes.

Q Is that what they would be? Okay.

Now, how long were you in the position of being supervisor for the provisioning group?

A One year.

Q Okay. And then what was your position prior to that?

A Service representative.

Q So you were a customer service representative?

A Yes.

Q Okay. So you have been just promoted and promoted and promoted. You must be doing an excellent job. How long were you a customer service representative?

A Eight and a half years.

Q I don't need to know days now.
A Eight and a half years.
Q Okay. Now, is that when you first started with BellSouth?
A No.
Q When did -- What did you do prior to that then?
A I worked in operator services.
Q What were you called there? What did you do?
A Operator.
Q You were just an operator?
A Yes.
Q Or you were an operator, not just an operator. I have nothing but respect for operators.
How long were you in that job?
A Sixteen years.
Q Sixteen years?
A Uh-huh (positive response).
Q So you know your stuff. Is that what you started with BellSouth as?
A Yes.
Q Okay. Did you work for any other companies

prior to that?
A Yes.
Q Who -- I mean, phone companies.
A No.
Q Just other kinds of places?
A Yes.
Q So you are a long-term experience person. All right.

Can you just tell me exactly, when you act as the supervisor right -- actually you are not the supervisor right now. As the supervisor, when you were the supervisor for that year, can you tell me what exactly was involved in that job, specifically? I mean, what were your duties?

A Coach and develop service reps.
Q Coach and develop service representatives.
A And takeovers, expedites and escalations.
Q Expedites, takeovers?
A Well, takeovers from the service reps on expedites and escalations.
Q Okay. That means that when the people you were bossing, basically, ran into a problem or something that they could not resolve, is that a fair

way to put it?

A Yes.

Q Okay. So if a problem occurred, then it would come to you and you would dispose of it or deal with it?

A Yes.

Q Now, an expedite is basically somebody needs something done quicker than the usual deal?

A Yes.

Q And an escalation is somebody is raising cane, having a hard time or what? Let me ask you what it is.

A An escalation is also just -- maybe they don't feel like they have got a right answer. They just ask to see the supervisor. That's the next level.

Q Just the next level up?

A Right.

Q Just a question for the next level up.

A Right.

Q Okay. Have you met Mr. Ramos before today?

A No.

Q Are you familiar with Supra

Telecommunications?

A Yes.

Q Have you had a lot of interaction with Supra?

A Not a lot. Yes, some, but not a lot.

Q Some. Are you familiar with when Supra started business with BellSouth?

A No.

Q Not right off?

A No.

Q You know it's over the last year or so, but you can't --

A Yes.

Q Okay. Your people, the fourteen people that you were supervising when you were in the position as supervisor for the provisioning group at the LCSC, those fourteen people were processing orders just from CLECs; is that right?

A Yes.

Q So it was just CLEC orders that you were dealing with. Okay.

They did not process orders from BellSouth internally at all --

A No.
Q -- in that section? Are you familiar with how BellSouth processes orders internally, the same types of orders for ordering and provisioning?
A Yes.
Q Okay. Can you give me just a really brief run through of what is involved in the processing by your people that you were supervising in that position when an order would come in from a CLEC for ordering and provisioning? We are talking about provisioning group, so it was just that type of activity. Would that have involved -- When you say provisioning, is it ordering and provisioning that we are talking about really or just --
A No.
Q I am trying to make sure I am using the right term of art. Ordering would have been in a different section or --
A No. They provision the service order. Provisioning for network would have been somewhere else down the stream.
Q But the provisioning you are talking about is handling the service order?

A That's correct.
Q So it's anything related to a Local Service Request?
A That's correct.
Q Is that the basic item animal that we are talking about here, everything that y'all did was a Local Service Request?
A Yes.
Q Okay. So can you just run me through what the process is when a CLEC would fill out or submit to your people a Local Service Request? What is the process that your people would go through prior to you having to take it over when there was a problem?
A The LSR would come in on a fax server. It's logged into a tracking system by a clerk, distributed to the service representatives by the supervisor. The service representative would then scan it for correctness and accuracy.
Q Distribute it -- excuse me, I am sorry -- by a supervisor --
A Yes.
Q -- to one of the workers?
A Correct.

Q Okay. One of the CSRs, is that the right way to call them?
A They are service representatives.
Q Is it a CSR or just SR?
A Just an SR.
Q Go ahead. I'm sorry. I didn't mean to interrupt. It was distributed --
A After the service representative viewed the LSR for correctness and accuracy, if it was correct and accurate, she would then process the service order and it would flow downstream based on the request of the LSR. If it's not correct, she sends it back to the CLEC for clarification.
Q If not correct, sent back to CLEC?
A That's correct.
Q Now, what you were just saying, as the LSR would come in on a fax server, is that true of situations where CLECs used LENS or EDI?
A No.
Q Okay. So the normal process that the most common activity that y'all did there was an actual paper fax would come in; is that right?
A That's what's distributed by the supervisor

to the service reps. They then should be electronic and should be -- unless they fall out for something wrong with them or input would be incorrect or something, the service rep would never see those.

Q So a service rep wouldn't see those electronic orders. Okay.

Do you have any idea of -- Let me ask you this: If there was a problem with a LENS or an EDI order that was submitted electronically, would your people be the ones that would deal with it?

A Yes.

Q So you handle everything, basically, in that section?

A Yes.

Q Do you have any concept or idea of the percentage of CLEC orders that came in on LENS, EDI or manually by fax?

A No.

MS. WHITE: From Supra?

Q From CLECs in general --

A No.

Q -- as your people handle it.

A No.

Q Okay. Your people would not have seen it if there was no problem with it. So that's one reason you wouldn't know? I mean, if it came in on EDI or LENS and there was no problem, would it not -- would it come to y'all?

A Well, the reason I wouldn't know is because that's too much data for one person to keep up with. So unless I have that chart in front of me, I wouldn't -- I couldn't remember information. I mean, it's probably there. How much is electronic, how much is paper, I don't have those figures, no.

Q Has anybody asked you to produce a report that would show how much -- what the percentage of orders are that are done electronically as opposed to paper?

A No.

Q Nobody has ever asked you to do that?

A No.

Q Who would do that kind of report if somebody needed one?

MS. WHITE: If you know.

A I really am not sure.

Q Okay. In that position that you were in for

that year, you said -- I don't know if I got your supervisor while you were in that position. Who was your supervisor in that position?

A Bill Thrasher.

Q Bill --

A Bill Thrasher.

Q Thrasher?

A Uh-huh (positive response).

Q What is his title?

A Operations director.

Q Now, is he CLEC operations director?

A Yes.

Q Okay. Did Mr. Thrasher -- How did Mr. Thrasher evaluate how his shop was run? How were y'all evaluated?

A I was evaluated based on my development and coaching of my service representatives.

Q Development and coaching of service reps. Okay.

What were you developing and coaching them to do?

A Grow and be better service reps.

Q To be better service reps. How did you

determine or how did Mr. Thrasher determine that you had better service reps?

A I don't know.

Q You don't know?

A (Shaking in the negative).

Q So as far as you know, nobody was ever looking at the percentage of orders that were handled electronically versus manually?

A Yes, they were.

Q Who was looking at that?

A I don't know.

Q You don't know?

A There is a report, but I don't know who does it and I don't know who looked at it. I don't know who pulled it. I know the report is there. That's two questions. Yes, I know, but, no, I don't know who.

Q And you have seen the report. And although you were doing it, you had no input to it. Do you -- You don't know what the name of that report is?

A No, I don't.

Q When did you see it?

A I didn't see the report. I have seen the

data from the report.

Q You have seen the data from the report. When did you see the data from the report? What I am trying to get an idea of is when or how does this happen. When did you see the data?

A I am not sure the date.

Q Recently?

A It's been this year, but I am not sure of the date.

Q This year. So you don't know who did this report?

A No.

Q Or who -- Did you produce the data to go in the report?

A No.

Q Did somebody show up in your shop to get that data?

A Yes.

Q Who?

A That's mechanized. I don't know who pulls it from the system.

Q It's mechanized?

A I don't know who pulls it from the system.

Everything that comes in in paper is put into an order tracking system, and everything that's electronic is in that tracking system. And I don't know who combines those two to come up with that report.

Q But you do know somebody does do that?

A Yes.

Q Okay. When you say you saw the data from the report, how did you see the data? What kind of data are you talking about?

A I saw just a sheet that had the name of the CLEC, the amount of total orders or -- yes, the total orders, the number that were mechanized, the number that was order driven and the percentage of each. It's just a spreadsheet. That's all I saw.

Q The number that was order driven meaning what?

A Manually input.

Q Manually versus electronic?

A Right.

Q So you saw a sheet like that. Was that from the report, basically, a page from the report?

A Possibly. I am not sure.

Q Possibly. Okay.

MS. SUMMERLIN: Nancy, I would like to ask for a late filed exhibit to see the report that you are referring to that has that data. I would like to ask to see that.

MS. WHITE: First off, I don't know whether there is a report. If you want the information about how many orders are electronic versus manual, I can -- I could probably get you that, but I am not going to break it down by CLEC because that's proprietary information to the other CLECs.

MS. SUMMERLIN: What I want is like an overall comparison.

MS. WHITE: Total number of orders?

MS. SUMMERLIN: For CLECs, not by a CLEC necessarily, but a total number of operations. We have an interrogatory response that gives some of this for a couple of the months, I think January and February of '98.

MS. WHITE: How many orders in Florida placed by CLECs are electronic versus manual.

MS. SUMMERLIN: Yes. What I would like, Nancy, I would like that information, but I don't want to know the names of those CLECs, but I do want to

know CLEC 1, CLEC 2, CLEC 3. I want to see something like that.

MS. WHITE: Well, if you have got that, then you are going to be able to -- the commission keeps a list of how many CLECs and who they are. So, I mean, I -- Look, I will take this under advisement, but I am not promising anything.

MS. SUMMERLIN: Okay. Late filed Exhibit Number One will be comparison of electronic versus manual orders for Florida CLECs. Okay.

Q Let me ask you one more thing. Now, when an order came in to that shop electronically and -- Is it true what you were saying before is that your people would never see it if it had no error? So there would be no intervention at all at any time? You would not have your people pull it up on a screen and they would look at it and say it looks fine and move it on, that would not happen?

A No.

Q So it would just simply go on through the system without you having any access to it?

A (Nodding in the affirmative).

Q Okay. So if a CLEC was able to use LENS or

EDI effectively and were able to put in an order correctly, your people would not be involved in it at all; is that correct? I mean, is that what you are saying? I am not trying to put words in your mouth. I am just trying to make sure.

A That's not necessarily correct.

Q Well, would you correct what I am not understanding there?

A They could put the order in correctly. It could be something that should not be put in the system that will not work, like over six lines. They could put it in but it doesn't work that. So it's still going to fall out. So it's not that the CLEC could put something in correctly and I would never see it. They could put it in correctly, but if it's something that the system is not going to work, it's still going to fall out for us to process.

Q I see. So it could be a correct order but the system wouldn't accept it. Okay. I understand what you are saying now.

Then if it bops out of there for whatever reason, you guys are going to be looking at it?

A Yes.
Q Okay. So one of those, as you just referred to, would be an order that someone tried to use LENS -- a CLEC tried to use LENS and they tried to do more than six lines, is that an example of that kind of problem?
A That was a scenario, yes.
Q And then if somebody -- First of all, the CLECs that you were using or interacting with in trying to do orders for during this period of time, how many of those CLECs or what percentage of those CLECs were using LENS?
A I don't know.
Q You don't know?
A No.
Q So you don't know what kind of -- Are most of them using LENS?
A I don't know.
Q You don't know?
A I don't know.
Q So you don't know if they are using EDI?
A No.
Q And the reason for this is because if they

were using this, you might not see the activity because it would have been correct?

A That's correct.

Q And the system would have accepted it, so you would not have seen it?

A That's true.

Q What are the kinds of scenarios -- Let me just ask you this: As a supervisor of that section for a year with fourteen people handling these orders, you would know precisely what percentage of time you were having to deal with certain types of problems, wouldn't you? I mean, pretty close in terms of how much of your people hours were being focused on different errors?

A Not precisely but, yes, I have an idea, yes.

Q Can you give me an idea of what the major error of problems were?

A No.

Q You can't?

A No.

Q Okay. Well, give me some examples of the error problems that your people were spending most of their time on?

A Addresses.

Q Addresses?

A Activity types.

Q Okay.

A Telephone numbers.

Q Those are like major categories of problem areas?

A Probably the top three.

Q Top three. Okay. Can you give me an example of an address problem that would have escalated to you?

A Incorrect.

Q Basically an incorrect address. Somehow I never would have figured that one.

If an order came in to your section to one of your people, and there was a problem on the order with the address, most of the time would your people have been able to handle it without you being involved in it?

A Yes.

Q What would be some of the most common examples of that problem, address problems?

MS. WHITE: She just told you.

A It's not valid, incorrect.
Q Okay. What are the problems with the activity types?
A Incorrect.
Q When you say activity types, are you talking about codes?
A Yes.
Q Explain what kind of codes these are. These are USOC codes?
A No. These are activity codes, what do you want us to do on this LSR.
Q Okay. When BellSouth people internally do their ordering, do they have to fill out manual forms to show activity codes?
A I beg your pardon?
Q When BellSouth people who are processing orders for provision, okay, or orders for service, do they have to do a manual form of any kind that shows activity codes?
A I don't know.
Q When you were -- Weren't you in a position where you were a customer service representative?
A Yes.

Q When you were a customer service representative, did you have to fill out manual forms?
A No.
Q You didn't? Was it primarily done electronically on a --
A I don't understand the question. I am sorry.
Q Okay. Do you know whether BellSouth employees who are in the customer service representative group, in the business office or whatever you call that particular office that accepts orders from people for service from BellSouth, do they have to fill out any kind of manual request?
A No.
Q They don't. What kind of training is provided to the BellSouth people that work for you, the service representatives?
A They have three different levels of criteria to pass before they are hired as service reps. There is a test for service representatives. There's three different parts to that test.
Q What are the parts?
A I am not sure. I know part of it is

written, part is role play. I don't know what the other part is. I am sorry. It's a new part that I am not involved in.

MS. WHITE: Were you talking about service reps for BellSouth orders or service reps in the LCSC?

MS. SUMMERLIN: Service reps in the LCSC.

Q You are not familiar with what they have to know to be able to be --

A I don't know what the third part of the test is. It's probably some kind of data keying entry, because that's a requirement but I am not sure in what order they test for service reps. Those are for new hires. That's before they ever come to the LCSC. The service rep in general, they all have to pass the same test whether they are LCSC or BellSouth.

Q Do they have to take classes to do each of those?

A They don't take classes for the testing, no.

Q No classes. Okay. Are there any classes provided for the people that deal with the CLECs and the --

A Once they pass those tests and they are hired, yes, they have training.

Q Okay. What kind of training?
A They have a four week service rep training course.
Q That's in the CLECs -- the section that you were supervising?
A Yes.
Q Okay. Is there any special training that's been provided on EDI to those service reps?
A Yes.
Q How much training has been provided?
A I am not sure. It's different levels.
Q Okay. Well, let's go through the levels that you know.
A There is a one day class.
Q A one day class?
A And there is a two day class. They get the exact same training. It's the same training class that the CLECs are provided.
Q When we were talking a couple of minutes ago, you said that the way things work is that the LSR comes in on a fax server. Okay. Now, does that fax server then spit out a paper, a piece of paper?
A On the written LSRs, yes.

Q Okay. So it doesn't automatically go to somebody's terminal and come up on a screen?

A No.

Q So it generates a written piece of paper which is basically a written LSR, right?

A That's correct.

Q So somebody picks that written LSR up from the fax server, the supervisor person that's --

A Clerical.

Q It's a clerical person. And that clerical person takes it and delivers it to a supervisor?

A She enters it into the order tracking system to show that it's been received by the LCSC.

Q So there is a step that has to happen then initially?

A Right.

Q Enters it into the tracking system. Okay. Then that -- Once she does that, what happens? How does it get to the boss that then distributes it?

A It's placed in a tray.

Q It's placed in a tray.

A Today's work, supervisor retrieves it from that tray to assign to the service reps.

Q Okay. And then the supervisor has to make a decision which service rep to give it to?
A Yes.
Q How is that decision made?
A Backlog.
Q In other words, who has got --
A That's right.
Q It's not by what company it is or anything like that, it's just simply how much work everybody has got?
Q Right.
Q So the supervisor primarily is trying to keep the shop going and not overload any individual person?
A That's absolutely correct.
Q Then once the supervisor recognizes that a particular rep is the right one to give it to, then does she manually take it to that service rep?
A First, she logs it out into a another log and shows that -- She goes into the log that -- where it was shown received and tracks it out to that particular service rep.
Q Okay. Tracks it to that. Then it goes to

the service rep. Then how long is the service rep given normally, or what is the internal objective for that service rep to handle that new piece of work? Is there any?

A We have a 48 hour FOC time. So the criteria that we are rated on is from the time it's received until the time it's FOC should be 48 hours.

Q Okay. From the receipt of the paper fax, basically. Is it from the time that it comes to the fax server or is it from the time -- What time does that 48 hours start?

A The stamped date on the fax server.

Q The stamped date. And then it goes 48 hours -- Your internal procedure is that there is a 48 hour period for what exactly? For a Firm Order Confirmation?

A Yes.

Q When does BellSouth view that Firm Order Confirmation as having been accomplished? What is that -- the end product of that particular processing of that order? Is there a communication back to the CLEC? Is that what --

A The Firm Order Confirmation is the

confirmation to the CLEC.

Q That's all I am trying to get. I'm just trying to figure out what exactly it is that you are talking about. So the service rep would normally send the Firm Order Confirmation back?

A Yes.

Q Is that done by paper?

A It is to their fax machine, but it's done electronically for us. We go in and type the information into a system and click on a fax button and it sends it out. We never see the paper.

Q Okay. It sends it to the CLEC as paper, basically?

A Right.

Q So when your service rep has completed processing the order, the service rep pushes a button that generates a piece of paper somewhere?

A (Nodding in the affirmative).

Q Does the clerk have to pick that piece of paper up?

A (Shaking in the negative).

Q How does that paper make it --

A It's mechanized fax. It prints from the

computer to fax. It's mechanized to the fax number that's provide by the CLEC, unless that CLEC has low capacity on fax. The system makes five attempts, so at that time, then, yes, it would print into a fax machine for the clerk --

Q Okay. So it's conceivable that the mechanized system would make five attempts. What time period does the five attempts relate to?

A I am not sure.

Q An hour or something?

A I am not sure.

Q You don't know. So if it made five attempts and it didn't work, then it would print a piece of paper. Then what would happen?

A It prints at a clerical station to a printer that's beside a clerical station. The clerk's responsibility is to retrieve what comes in on that printer and refax it manually until she gets a fax completion okay.

Q Okay. So without anybody being at fault, it could easily be printed out on a piece of paper and somebody would have to mess with faxing it back by paper to the CLEC?

A Yes.
Q Okay. Is it your understanding that you -- Well, let me just ask you this: Do you have any concept of how many of the orders that your shop handled would be completed within the 48 hour period?
A No.
Q I mean, was it generally met, the 48 hours, by your shop?
A Generally.
Q But sometimes not?
A Sometimes not.
Q Okay. Is that usually because of an escalation or something, a problem that would arise?
A Not usually, no.
Q Okay. The errors that you were telling me that would bop it out of the electronic process would be addresses and activity types and telephone numbers. To your knowledge, does the access that a CLEC has to address information, is that exactly the same as the access that the internal BellSouth person has?
A I don't know.
Q You don't know?

A I don't know.
Q Have you ever -- In your training, have you ever been taken to a CLEC premises to try to understand what their situation is at that end?
A No.
Q Has there been any effort to explore those types of problems?
A By who?
Q By the training that the people in your shop have received.
MS. WHITE: What types of problems?
Q Problems meaning the electronic interface that CLECs are using. Any of them, either EDI or LENS.
A Not by my shop.
Q Not by your shop?
A Not by my shop, no.
Q Okay. Now, when we first started talking, you said that what happens is the LSR comes in on a fax server, and you go through the logging and all of that, and then the service rep is going to be looking at the -- potentially a manual faxed LSR. They are going to be sitting down with their pen, I guess, and

looking at the form that was sent in by the CLEC, is that right, in that kind of scenario?

A In that kind of scenario.

Q That's not all of the scenarios. I am acknowledging that's certainly not all of the scenarios.

If the service rep is looking at a manual LSR. In other words, that's been filled out by hand. Okay. What exactly is that service rep going to be checking?

A Required fields.

Q Required fields. What kind of required fields? I think we may have a copy of a LSR, but I am not sure if we do or not. Can you just describe some of the required fields on an LSR? I know you don't happen to have one on you.

A No, I really don't, and I don't have a copy of the CLEC guideline manual either, but all of the fields that are required are in that CLEC guideline manual. The ATM, the account and telephone number, that's required or the AN, one of the two. Activity code is required. Company code is required. Contact name, telephone number is required.

Q Contact name at the CLEC?
A (Nodding in the affirmative).
Q Okay. And a telephone number for the CLEC?
A (Nodding in the affirmative).
Q Okay.
A Depends on what kind of order they are placing. There is a whole list of things that could be required and it depends on -- If it's a new connect, I need a directory listing page. I need yellow page heading. I need a Zip Code. All of that is required fields, depending on the type orders they are placing. Their billing, their BTN, their billing account number, that is required. I can't list them all. I am sorry.
Q Sure. There are a lot, aren't there?
A There is a lot.
Q Now, those service reps you said they get a four week course --
A Yes.
Q -- in learning how to look at that stuff?
A No. No. No. That's initial training.
Q That's initial training. Tell me --
A Service reps get initial training for --

Each time we have a new addition to the form, service rep receives additional training on those forms.

Q A new data element that needs to be looked at, they get new training on that?

A Yes.

Q So it's basically an ongoing training all the time?

A Yes.

Q These activity codes, how many activity codes are there, do you know, or just roughly?

A I am not sure.

Q Just give me an estimate of what number you think there might be. I mean, I would assume that you, as the boss, would have had to have been familiar with those activity codes.

A Well, I know the activity codes, but I don't know how many activity codes. There may be fifteen that I have never seen before because we don't use those. They may not apply to anything my CLECs have ever done.

Q Well, the ones that your CLECs have done, how many are --

A The majority are C, A, T and M. That's the

majority of the ones that I see.

Q If I were to try to come to the total number of data elements that your service reps are expected to be able to look at on the LSR, you know, just -- I mean, this is a complicated thing for your service reps to be doing, isn't it? I mean, would you say it is or not?

A It's a hard job.

Q If you just had to come to some general idea, how many numbers do they really need to look at to assure that they are correct?

A I don't know.

Q Okay. How long does it take for a service rep generally to look at a Local Service Request?

A Just to look at it, probably four or five minutes.

Q Four or five minutes. Okay. And you don't feel comfortable estimating the number of elements that are on a Local Service Request in terms of the number of things that need to be looked at?

A No.

Q Okay. So when your service reps are looking at the Local Service Request, they go through their

standard drill. What is the standard drill to look at an LSR? Do they just start at the top and go through each thing?

A I don't know. I mean, I don't know what standard is. I mean, nobody is standard. Everybody has the same requirements to do the job, but nobody does it the same. I mean, you can meet requirements by how you're comfortable when somebody else may do it different and you get the same result. There is no standard.

Q Give me the requirement of the service rep, what you would tell a service rep they are supposed to do when they look at a Local Service Request from a CLEC.

A They scan the Local Service Request depending on what type of request it is for the required things they need to process that service order. Things that are also in the CLEC manual and guidelines that they need to fill in on those blocks that are required for them to process that service order. If everything on there looks correct, that's the first step of looking at the LSR.

Q What's the next step?

A Verifying that everything that you are seeing -- Just because it's there doesn't mean it's correct. Then you have to go check the address, do the other things that could reject that LSR.

Q How do they do that? How do they verify those things?

A They log into the system. They pull up the address to do the address verification. If the address verifies okay, they pull up the account and telephone number to make sure it's the same and telephone number of the customer that's actually on the LSR, it's an active account and not denied, or not -- I mean, several things they have to go through depending on the request.

Q Do they have to take that Local Service Request that they received manual -- What do they type in to bring up the information? What do they have to type in to be able to validate the address? Do they have to type the address off of the Local Service --

A Yes.

Q So do they take each element and type it off of the Local Service Request to --

A Yes.

Q -- validate it?
A Yes.
Q In other words, they basically redo what has already been done but they do it electronically?
A No. They don't redo what's already been done. They don't care about what's already been done. They are just doing -- Well, I guess it's already been done. That depends on what the CLEC has done up front, but we have to verify that.
Q All I meant by that was that someone has put the information on the form.
A Right.
Q Your people have to plug it in to check it.
A Right.
Q That's all I am trying to say.
A That's true.
Q Certainly they don't go through whatever the person did before. They are just typing it in. Then they are going to get an electronic validation if the information that's on that LSR is correct? They are going -- That's what they are going to be doing in their checking process is to try to see whether the system says that address is valid, that code is valid,

whatever.

A Yes.

Q If they are looking at -- How do they validate the address exactly?

A They key in the address and enter. And if it's a valid address, it will come back and say, address valid.

Q What system does that?

A RSAG.

Q RSAG. Does the CLEC have access to that same system?

A I don't know.

Q You don't know. Okay. Is there -- Is it common for the CLECs to be incorrect on the addresses that they put on these orders?

A Yes.

Q It is. Have you investigated why that problem has been occurring?

A No.

Q So you got -- You don't know. Your shop wouldn't know. All you know is there are problems?

A Yes.

Q Okay. If a service rep is looking at a

Local Service Request and they are going through all of the stuff on that fairly complicated form -- Would you agree that it's a fairly complicated form?

A No, I would not.

Q You would not. So you don't think it's a complicated form?

A No.

Q All right. On that form, your people are going through it and checking -- Are they checking different databases each time they check that information to be -- whether it's valid or not?

A One more time, please.

Q When you put in the address, you said that it -- the electronic system accesses RSAG to validate that address; is that correct?

A That's correct.

Q The other elements on the Local Service Request, are other systems being accessed, or are they all in RSAG? Is everything on that Local Service Request on RSAG?

A No.

Q What system would be accessed if you were checking the phone number?

A Customer service record, the CSR.
Q Customer service record. Is Chris the --
A BOCRIS.
Q BOCRIS. What does that stand for exactly?
A I don't know.
Q You don't know what it is exactly. Okay. I don't either, so --
A That's the same information that the CSR provides that we do provide to the CLEC. I look at it on an electronic screen. They look at it on paper copy. It's the same information.
Q Who looks at it on paper copy?
A The CLEC or anybody who requests that customer service record.
Q So the CLEC is looking at the customer service record on paper?
A Yes.
Q What paper?
A The CSR paper that they requested. They have access to any customer service record with an LOA, which the CLECs have LOAs on file.
Q So what you are saying is that they look at their LOA?

A No. They look at the CSR. The same customer service record that I am looking at, they look at also if they request a customer service record.

Q How do they request a customer service record?

A They send in a customer service record request.

Q So they have to send in a customer service record request. When does that happen? When is that supposed to happen?

A Whenever they want it. There is no criteria.

Q So in order for the CLEC to fill out the Local Service Request, they needed to have, prior to that, asked for a customer service record to be able to have the information?

A They needed to have? Are you asking me if I think they should have or if they needed to?

Q No. I am asking you, does the CLEC need to have the customer service record information to be able to appropriately fill out the Local Service Request?

A No.
Q No. Why is that?
A They can ask their customer.
Q They could get it from some other --
A That's right. It's available elsewhere.
Q But when your people check it, you are checking it where?
A From the customer service request on BOCRIS from the CSR.
Q On BOCRIS, on an electronic system?
A That's right.
Q That has all of that information in it?
A That's right.
Q Okay. Thank you.
A Yes.
Q So the Local Service Request is not complicated. When a Local Service Request comes to your shop, or that shop that you were supervising at the time, you had an internal understanding that y'all had 48 hours, is that right, for the Firm Order Confirmation? I mean, is that what the internal goal basically is or objective?
A Yes.

Q Isn't it true that until that Firm Order Confirmation is issued, no work starts on actually doing the order, the actual installation of the service?

A No, not necessarily.

Q When would that not be true? I mean, let me just say this: If you have 48 hours to do the Firm Order Confirmation and you meet the 48 hour internal objective, and you push the button and the thing goes to the system internally and the confirmation, Firm Order Confirmation goes to the CLEC, is it at that point that that order is submitted to the process to do installation or whatever other requests is on that LSR?

A No.

Q Tell me why that's not true. Tell me how it works.

A It's two different systems. The order is issued, mechanized in one system. The order tracking would be FOC database in another system.

Q The order tracking the Firm Order Confirmation is in another system, but how can it -- How can the process of provisioning the requested

service occur prior to you saying that the order you have received has been confirmed?

A The Firm Order Confirmation is just that, that's Firm Order Confirmation. This is your order number. This is your due date. We are confirming that an order has been issued and this is the date that the orders will be due. That's an FOC, Firm Order Confirmation.

Q Okay.

A The order could have already been in the system, and in some cases the order could have already flown through and worked before you actually get the FOC.

Q Okay. Now, explain this to me. I am very confused by that. I am sure it's just because I am ignorant of the system.

A I have a service rep who has twenty LSRs this morning to process. She makes the determination that it's faster for her. She has already proofed them all. Everything is correct and she is ready to go. She sits there and issues twenty service orders, and at the end of her day she sends her FOCs on all twenty of those LSRs.

Q So the FOCs may take hours longer than actually getting the order started in the system?
A That's right.
Q How does the CLEC know that a customer -- what a customer's due date is going to be?
A The FOC.
Q So BellSouth will know, possibly, many hours earlier that an order has been sent to whatever system it is to do the provisioning of the request, but they are not going to know until whenever the person decides to send that FOC, is that what you are saying? Am I correct?
A I don't know if I would agree with the way you worded it.
Q Let me try it again. What I was trying to ask is, you have pointed out -- you have clarified a misunderstanding that I had, that there needed to be an actual Firm Order Confirmation by BellSouth before BellSouth would act on providing that service. What is the point at which the people in your shop that you were supervising, at what point do they say to the other sections of BellSouth that this order is okay and you can start provision? Because it's apparently

not the FOC. I mean, that's my understanding of what you just said.

A The service rep issues a service order in the system. As soon as she releases that order, it starts to flow downstream to the other departments that are going to be required to do something on that order.

Q Okay. So when she releases the order, okay, it flows to the appropriate systems. What makes her release that order?

A She finishes it.

Q Is that the same point at which the FOC theoretically should be issued?

A I don't know.

Q I mean, is there anything else that happens before the Firm Order Confirmation would be issued?

A To that order?

Q Yes.

A No.

Q In other words, it would be okay if that person, the service rep, released that order to the other sections of the company, and then at the same time or right after that, two seconds later, issues

the Firm Order Confirmation? I mean, that would be a logical thing to happen?

A It would be okay, but not necessarily -- I don't agree that it's logical. I don't have to say that it's logical. It's possible. I am not sure that's the right way.

Q Right. All I am trying to get at is, is there something that happens that y'all do beyond the point of her releasing that order?

A No.

Q So it's possible that before a CLEC receives their Firm Order Confirmation, maybe many hours or a day, or whatever, before, that the order that they sent over is already being worked?

A No.

Q Okay. Clear me up then because that's what I took from what you told me.

A A day? No.

Q Well, I am asking --

A No.

Q -- what kind of time frame might elapse?

A It could be fifteen minutes and it could be five hours.

Q Okay.
A It depends on the individual service rep.
Q The service rep. And they are trying to do their job in a more productive way?
A Absolutely.
Q So they wait until they get a pile of them to do it, that's all --
A No. But most of the time -- A service rep can have twenty orders all ready to process. She may get three phone calls from a CLEC asking her to get three more right now because there is an emergency. Well, she is authorized to do that. So if she's issued five orders in the last three hours, it may be three hours and at the end of those orders, she will FOC all of those at the same time.
Q I see. Now, the CLEC finds out what the due date for the provisioning of its service for the customer is going to be from the Firm Order Confirmation; is that right?
A Yes.
Q So it's when the CLEC receives the Firm Order Confirmation that the CLEC is then aware of the status of that pending order in terms of the fact that

it's -- at least they know that it is in the system and then they also know what the due date that BellSouth has provided?

A Yes.

Q Okay. Do you remember a situation where CLECs have been instructed to use manual orders?

MS. WHITE: Other than what? To use manual orders instead of --

Q As opposed to LENS or EDI.

A No.

Q Have you ever instructed any CLEC or ALEC to use manual orders?

A No.

Q You have never --

A Not that I can recall.

Q Is there a possible reason why you might do that?

MS. WHITE: Well, she just said she didn't do it.

MS. SUMMERLIN: Well, she said she didn't recall. I am just asking if it's possible that he might do that.

A No. I wouldn't think of any. I can't think

of any reason.

Q Are there some orders that must be manually sent --

A No.

Q -- to BellSouth? There are no categories of orders from CLECs that must be done manually?

A Not that I am aware of.

Q None at all?

A Not that I am aware of.

Q What about Sentrex orders?

A What about them?

Q Are those required to be done manually?

A Not that I am aware of.

Q Okay. Why do CLECs choose to manually submit orders?

A I don't know.

Q You don't know?

A I don't know

MS. WHITE: I object on the basis that you are asking the witness to speculate as to what a CLEC would or wouldn't do.

Q Well, what I am asking is not for you to speculate on why. Would it be correct to say that if

you were a CLEC and you wanted to submit orders to BellSouth, and you wanted them to be processed as quickly as possible, that you would use the electronic interface, LENS or EDI?

A I don't know. I don't know what I would do if I were a CLEC. I really don't know.

Q So you don't -- You can't tell me that you would think that a CLEC would want their orders processed as quickly as possible?

A I would assume, but that's all I am doing is assuming. I don't know. I don't know. That would probably depend on the individual CLEC. I don't know.

Q If a CLEC wants their orders processed as quickly as possible, what system should they use?

A I don't make that recommendation. I can't make that recommendation.

Q So you are -- You were working as the supervisor of the center that deals with orders from CLECs, and you don't know what to tell them in terms of trying to get their orders processed?

A I don't make that recommendation, no.

Q Who does?

A They have several different interfaces with

BellSouth that makes those recommendations or offers and provides that equipment to them and they have to make their own recommendation of what works best for them. I can't make that recommendation.

Q So in your position in that supervisory position, you were not concerned with assessing the accuracy of orders from CLECs?

A I was concerned with assessing the accuracy of the orders from CLECs that I received in my center, and I didn't care how I received it. If it comes by paper or if it comes by electronic as fall out. My job is to process as accurately and as quickly as I possibly can, and that's where our responsibility ends.

Q Sure. Were you ever concerned with trying to evaluate what the reasons were for error problems that would come into your shop?

A No.

Q Who would have been responsible for doing that?

A I don't know.

Q Was your supervisor -- Did your supervisor ever have a conversation with you about that kind of

question?

A Not that I can remember. Not for me to do anything, no.

Q Well, was there any other conversation then?

A I don't think so. Not directly to me. There's conversation always about who is doing what or some group of somebody is doing something. The account teams are doing this, the CLECs report group is doing this, the SCMs are doing this, but nothing directly to me. My job is strictly to get what orders I get processed as speedily and accurately as possible.

Q But what you have just testified -- I want to make sure I am correct on this, now. If I am wrong, tell me I am wrong on what I am saying.

You were not asked to assess why any particular CLEC or all of the CLECs were experiencing errors in your shop with their orders?

A Not that I remember, no.

Q Thank you. Why did you get promoted or what was your change in position for? Is it --

A Wait a minute. I don't know if I understand that. Why did I get promoted?

Q Well, I mean, did you get a promotion? Is that why you left the position you were in?
A Yes.
Q When a service rep in your shop that you were -- where you were supervising would see an error on a Local Service Request, that service rep would immediately send it back to the CLEC for clarification; is that right or not?
A Yes.
Q Okay. Is there ever any kind of situation where there would be an order recognized on an LSR where the service rep would act to try to correct it before sending it back to the CLEC?
A I hope not.
Q Okay. So the policy is any error on that form would result in being sent back?
A Yes.
Q When a clarification is sent back, what happens and how is the clarification sent back? Let me ask you, define a clarification because here I am using this word and we haven't even defined it.
A A clarification is something that's incorrect that I need you to clarify this answer for

me and send it back. That's where the word clarification came from, clarify this information, please. She goes into the system, the order tracking system. Instead of typing an FOC, she types a clarification reason, what's wrong with it, that type things and faxes it back to the CLECs for the same mechanized process that she faxes the FOC.

Q Is it -- Am I correct that your service rep's activity would be getting Local Service Requests from wherever, and then resulting in releasing an order and sending a Firm Order Confirmation or sending a clarification?

A Yes.

Q Are those the two choices?

A Yes.

Q Do you remember -- Let me ask you this: Do CLECs call the place where you were supervising people doing this work?

A Yes.

Q Do they call a lot?

A Yes.

Q Do y'all ever tell them, stop calling, you are bugging us?

A No.
Q You don't?
A No.
Q Okay. You don't remember ever having a conversation like that with the Supra people?
A No.
Q Okay. When the clarification is issued to the CLEC, and the -- Am I correct that the CLEC basically -- What does a CLEC have to do on that? Do they have to resubmit the order again?
A Yes.
Q So they have to refill or erase whatever it was that was wrong and just fix it on the form and then submit it again?
A The correct procedure is a version, an incremented version number and the corrected LSR.
Q An incremented version. I don't understand. What does that mean exactly?
A Versus 1, version 2, version 3.
Q In other words, they could use the same form, just put version two at the bottom and fix the thing --
A No. There is a version field.

Q A version field. So you just put the number of whatever version it is. But, in other words, they wouldn't necessarily have to start all over and do the form again, they would just fix the one?
A They have to send me the form again, but --
Q But it could be the same one they filled out to start with?
A Absolutely.
Q But then they send it back to you and then the whole same process occurs or not?
A Yes.
Q The clarification comes in, gets tracked into the system, somebody picks it up manually, takes it to the boss, the boss distributes it. All of that happens again?
A Yes.
Q Okay. What is the procedure when an abandoned station is recognized by a service rep? Can you define what an abandoned station means?
A Abandoned station is working telephone service where there is no physical being or no person living at that address.
Q So if a CLEC submits a Local Service Request

with an address and the service rep is trying to validate it, plugs it in, up bops something that says abandoned station or what. What happens?

A No. Working service.

Q Working service.

A Service already working at that address.

Q Okay. So when it says working service, that makes you realize that there is something wrong. Is it automatically abandoned station?

A No.

Q Well, tell me what --

A If there is working service at that address, then my question is, there is service already working at this address, is --

Q Why do you want it to be hooked up again?

A -- this an additional line.

Q Okay. So what is the procedure when that happens?

A We put that back in clarification and ask if this is an additional line. There is working service at this address, is this an additional line.

Q Is there any way to do that, to access that information? If it were an internal BellSouth

situation, how would somebody in the internal system know whether it was an additional line or not?

A What do you mean by internal BellSouth?

Q There is a system that is used internally at BellSouth where you plug in an address and you can tell whether -- what the scenario is at that particular address. Is that not correct?

A You can tell there is other service at that address.

Q But you -- Okay. I understand. So normally the process would be to send back a clarification in that kind of situation?

A Yes.

Q Is there ever a situation where the service rep would pick up the phone and call somebody?

MS. WHITE: Call who?

Q The CLEC.

A No.

Q No?

A No.

Q The policy is never to do that?

A The procedure is put it in clarification.

Q No matter what error happens to appear on

the Local Service Request?

A Absolutely.

Q When somebody marks a Local Service Request with an expedite on it, what happens different? Anything?

A An expedite is an earlier due date. That's the earliest due date possible. We try to get the earliest due date possible on an expedite.

Q What do you do different on that than you would do on a regular --

A That's hard to say.

Q Well, give me an example. Like if you were to do an order and somebody wanted it -- they just submitted it and they didn't have expedite on it, how would you get the due date?

A The system would assign the due date. We would accept the system assigned due date, next available due date.

Q So if they mark expedite on there, what does the service rep do there?

A She has to make phone calls to the departments that are involved to see if they can work it any earlier than the assigned due date.

Q So whatever department is involved in it, they would have to make an actual phone call?
A Absolutely.
Q So that the people at the other end can modify the system's procedures for the update?
A Uh-huh (positive response).
Q Okay. If a CLEC makes a call to the shop that you were supervising and they say, what is -- how do I fill out this Local Service Request in field number X, Y, Z, whatever it may be, what is the response from your people? What is the policy in your shop?
A To answer the question to the best of their ability.
Q Are the service reps ever instructed to tell CLECs that they cannot assist them in this activity?
A No.
Q Never?
A (Shaking in the negative).
Q What is LEO?
A That's my interface -- That's the internal interface with LENS and EDI.
Q The internal interface with LENS and EDI is

LEO. Okay. Is that what your service reps have?
A Yes.
Q Are changes made to LEO on a regular basis?
A Yes.
Q Are these the kind of changes that you were talking about earlier where if something happens, then the people get new training right away to -- immediately upon it happening?
A Yes.
Q What kind of training is given to the CLECs when that happens?
A LEO is not their system. LEO is an internal system. Their training is LENS and EDI depending on which one of those systems they use. My service reps don't interface with LENS and EDI and the CLECs don't interface with LEO.
Q Okay. The SRs use LEO, and the LENS and EDI are the CLECs?
A That's correct.
Q Would a change in LEO affect EDI?
A I don't know. I wouldn't think so but I don't know.
Q Well, it would seem to me that if you are

submitting orders on EDI that it would need to match up, wouldn't it, with what LEO --

A I don't know that it doesn't, though. I don't know. See, I don't know -- On their side, I don't know.

Q So you have never identified any problems with EDI?

A I don't identify those problems myself, no.

Q Are the individual service reps, do they have separate phone numbers?

A No.

Q No. They don't have like a separate extension?

A They have an extension, yes.

Q Are those provided to the CLECs?

A No.

Q Why not?

A That's a BellSouth judgment call, and that's -- If that service rep is on vacation, it doesn't make sense to call her for a week where the ACD line is always answered. The practice and procedures is to call the ACD line.

Q What's the ACD line?

A That's their --
Q What does that mean, ACD?
A Automatic Call Distribution. If you call that number, just the next available rep answers the line, and that's the process.
Q But if a CLEC has an order that they have submitted and they get a clarification, does the clarification indicate the rep that worked on it?
A No.
Q It does not?
A No.
Q So there is no way for the CLEC to know what human being in your section is actually working on the order?
A No. Not from that order -- Not from that clarification, no.
Q Not from the clarification. Would they know any other way?
A No.
Q So they can call but they won't know who to talk to?
A If they call the ACD line, they get the next available rep. Based on the information that's in the

system for the reason for the clarification, any service rep who answers at that number will be able to assist them.

Q That's the plan, isn't it?

A Right.

Q What is WMC? Do you recognize that acronym?

A Yes, I recognize the acronym. That's the Work Management Center.

Q Work Management Center. Do y'all have any interaction with that, your shop that you were supervising?

A Occasionally on an expedite.

Q On an expedite. Are CLECs allowed to call the Work Management Center?

A No.

Q Why not?

A That's BellSouth's order scheduling. That's our -- That's our Work Management Center that provisions our internal orders for external technicians to go out on.

Q So CLECs are not allowed to call? Have they asked to call?

A Not that I know. They have never asked me

if they could call.

Q But that number is not provided to CLEC?

A No.

Q How many telephone numbers can be reserved in LENS by a CLEC?

A By a CLEC?

Q Yes.

A I am not sure.

Q You don't know?

A I am not sure.

Q So there is no limitation in LENS on CLECs ordering telephone numbers?

A I don't know if I said that or not. I said I am not sure. I don't know. I don't know. I don't know.

Q You don't know?

A I don't know.

Q Okay.

A From their last update, I don't know.

Q From what last update?

A From the last implementation class on EDI and LENS, I don't know what changes have been made.

Q What was it prior to that?

A I don't know.
Q Okay. So if a CLEC submits an order through LENS and they exceed a limitation and that order is then bopped to one of your people, you don't know how many they could reserve in LENS?
A No. To sit here and tell you across the table, no. Do I not have a book where I can look it up? Yes. Do I remember it? No.
Q You would have to go and look that up?
A Yes.
Q But CLECs are supposed to know that, aren't they?
A I don't use the system everyday. That's not my system. EDI and LENS is not my system.
Q It's not your system but you are processing the orders, aren't you?
A No. I am processing anything that falls out in reject status in LEO as far as issuing a service order.
Q But am I correct that EDI and LENS are the systems that the CLECs are supposed to be using to submit the orders?
A That's their system, that's correct.

Q It is their system, but it is the system that you are supposed to identify the errors that have occurred; is that right?

A No. No. Absolutely not. We process orders that are rejected out of LEO. After a reject, the error is sent back to the CLEC to tell them what the error is. If it falls out for a general error, then it falls out into LEO and that's the system my service reps issue the service orders out of, not LENS and EDI. They don't need to know all of that on a daily bases for LENS and EDI. If they get a question from a CLEC, I have got an error and I don't know what this means, then their job is to look it up and tell them what that error is.

Q So the service reps that you were supervising --

A Right.

Q -- whenever an error would appear in an order on a Local Service Request submitted by a CLEC and it was rejected by the system, they might not know what the error was, is that --

A We might not see the error. See, it may not ever interface with our LEO system to drop out for us

to manually handle it. If it was fifteen lines and the system can't work the Hunt group or it doesn't recognize the Hunt sequence, that would fall out as an error in LEO for us to manually process that service order and get the system to mechanize that -- send that FOC. If it's an up front error where you are requesting too many telephone numbers, that's going back to the CLEC and I may not ever see that. If they call and question me on, what does this error mean, I can get the LENS and EDI manual and look it up, but we don't do that on a daily basis and we can't remember all of those errors.

Q Now, is there anybody at BellSouth that does know how the EDI and LENS interfaces with Bell system?

A Yes.

Q Who would that be?

A The LENS and EDI staff people.

Q Who are those people?

A I don't have a clue.

Q You don't know?

A I don't know.

Q Do those people process the orders from the CLECs?

A No.
Q So you don't know who those people are?
A (Shaking in the negative).
Q So, basically, there is nobody at the office that processes the orders from the CLECs that can assist the CLECs in identifying the problems that they are having?
A You are asking me two different questions.
Q Yes. Just answer whichever one you like.
A The LEO process, once it falls out into a manual order status in LEO, which is my interface with LENS and EDI, my service reps claim that order and process the service order because it's a downstream error, something that's wrong with the system that it will not accept that order. Those are our systems and that's our responsibility to correct that and to work that service order.

So we work the service order based on the information that we have input by the CLEC. But if it's a LENS and an EDI up front error, I may not ever see it. If I do see it, it's because it's rejected down in error status and the error message has already been sent back to the CLEC for them to do

something different with the order.

Q Would your people -- Once that order is rejected and you -- in the process that you have already explained, your person has to deal with it, your service rep has to deal with it, what happens?

A Most of the time when we get it, though, it's because the Hunting sequence would not Pick up because there's too many lines. They just go in and correct the Hunting.

Q The service rep goes in and corrects it?

A Right. If everything is filled out correctly and the system has rejected it, and we can see it in LEO and it's in reject status for us to manually process the order, we go in and process the service order, if the paperwork, the LSR, is correct. Just like it's in the paper copy, we can view it in the electronic system. We look at it. We scan it. If everything is correct, we just process the service order. It sends that mechanized FOC back to the CLEC. If it's still in an error status, we look at the error code. And if it's errored because of something that's rejected back to the CLEC, we wait for them to send an incremented version number back through the system and

most of the time, the system will go ahead and work that order.

Q If it's -- If you get an error code that you don't recognize, what do you have to do then?

A I don't have to do anything if it's an error code. That's the CLEC's error and they need -- If they know how to fix it, they are going to; if they don't, then they are going to call us. If we know the answer, we give them the answer. If we don't know the answer, we look it up and try to help them decide what the question is or what the error is and help them with the error. If we can't do that, then in their LENS and EDI manual, they have a LENS and EDI support number, and we would just ask them if they could call the support number.

Q Okay. Are there a fair number of orders rejected by the system?

A I don't know.

Q You don't know. Now, I asked -- I may have asked you this earlier. If I did, I am sorry. The EDI has been modified recently, is that right, to the EDI system that BellSouth has? It has been modified recently to allow for CLECs to submit orders; is that

correct? To recognize the fact that you have CLECs at all is what I am talking about.

MS. WHITE: Now I am confused because that question makes no sense.

Q Let me try again. I am sorry. The other day we talked to Mr. Stacy, who I don't know if you know him or not, but he stated in his deposition that EDI has been modified in the last year or so, maybe year and a half, to permit CLECs to submit orders electronically to BellSouth. Okay.

A Uh-huh (positive response).

Q Does that --

A Yes.

Q Is that right?

A Yes.

Q Okay. You had said to me that you -- I think I asked you how much training you had received on these modifications to EDI. Will you tell me one more time? I don't know if I asked that or not.

A The modifications to EDI are covered in a cover sheet like the handout. The only time there is training on that is if it interferes or changes the way EDI interfaces with LEO which is the system that

we use, that interacts with those systems. We don't use EDI. We don't use LENS. So we would not need updated training every time those systems change. The only time we are trained is if it affects the way it interfaces with LEO.

Q Okay. So did the modifications to EDI cause problems with LEO?

A No.

Q So since these modifications were done to the system for the CLECs, how much training have you had on those changes?

A We are trained every time the modifications to LENS or EDI affects the way the orders are processed through LEO.

Q Okay. How much training have you had on that?

A Probably three releases.

Q What is that?

A Since October.

Q What does that mean?

A That has made a change in the way we do something different in LEO. So we have been trained maybe since October on three releases on LEO.

Q Okay. And what does that mean? The release means what? Changes?

A Right.

Q Now, so you have been trained -- How much time were you trained? I mean, how long of a training session were you given?

A It varies depending on the release and what changes were made.

Q The first release since October of '97.

A I probably got a half a day on 2.0.

Q Half a day on 2.0. That's the release number?

A Uh-huh (positive response).

Q Release 2.0. What about the second one?

A Probably half a day.

Q Half a day. How about the third one?

A Half a day.

Q Okay. If y'all will just give me a couple of minutes, I will try to see where I am at and I will tell you exactly how much we have. Can I go off the Record and give you a couple of minutes and get back with you. Okay.

(Off the Record)

Q I just -- I don't have a lot more to ask you. I am sure you are glad to hear that.

Can you identify -- This is OAR-6, and it's page four of ten. It's the exhibits attached to Mr. Ramos' direct testimony. It's part of his amended direct also.

This is -- I am not sure whether we made this a confidential exhibit, but we don't have to say anything confidential anyway. All I want is for you to look at that and see if that's a form that you recognize.

A Yes. I have seen this before, yes.

Q How would you describe that? What is that for?

A For the -- It's just a BellSouth Number Reservation Request.

Q Do you remember ever telling any ALEC that they could not reserve a hundred numbers per CLLI?

A No.

Q You don't remember ever saying that?

A No.

Q There has never been a limitation to your knowledge on that?

A I never remember telling a CLEC they could only reserve -- they could not reserve a hundred numbers, no. Has there ever been a limitation, that's the second question?

Q Yes.

A I don't know. Since I have been in the business office, as far as I know there is -- there has been no limitation on the numbers that can be reserved per CLLI.

Q Since you have been in the office meaning since when?

A I have never known of one since 1989.

Q Since 1989?

A That's when I have been in BellSouth's business office environment period across the board that I know of.

Q So you are not familiar with any reservation of a hundred numbers. Would you have been the person who would have received this type of request in your shop?

A I have received some. I don't know if I received that particular request you are referring to or not.

Q But you receive this type of form from --
A I don't receive all of those forms. Those forms really should be going through their customer service account team.
Q But is it common for CLECs to submit them to the section that you were supervising?
A Not common, no. I have received some but it is not common. That is not the procedure. The procedure is they go to the account team.
Q When you have received those in that shop, did you process them? Did your shop process them?
A Yes.
Q So your statement is that you never told anybody that there was a hundred number limitation per CLLI in terms of reserving telephone numbers?
A No.
Q Now, if this type of form were submitted to the account team that was handling a CLEC's operations, what would the account team do with it?
A I don't know.
Q Would they not send it to your shop?
A No, not necessarily.
Q Where else could it be sent to?

A They have a systems designer. They have an account support group that could possibly do that. I don't know. I really can't speculate what they would do with it.

Q So your shop is not responsible for handling this activity?

A Not totally, no.

Q Well, you are aware of somebody else that is responsible then?

A They go to the account team. That should be the initial point of contact for those, would be their account executives.

Q The initial point would be the account team, but who would then handle it after that?

A I don't know. I don't know where it goes once it goes to their account executives.

Q Is there any other shop at BellSouth that would handle these types of requests?

A As far as I know anybody at BellSouth could handle that request, so I don't know who takes the primary responsibility. My philosophy is in our shop, if you get it, process it. If you get it, process it. That's the fastest way to handle it, if you get

it, process it.

Q And I think I have asked you this before. If I did, I apologize. You have stated that you did not ever say to a CLEC that they could only reserve six telephone numbers on LENS per Local Service Request?

A No.

Q So you have never stated that to --

A No.

Q Okay. When a customer wants to change their PIC, basically, for their primary interexchange carrier at BellSouth and they submit a request to BellSouth, an end user submits a request to BellSouth, what process is done at BellSouth to do that?

A I don't know.

Q You don't know?

A I don't know their current process, no.

Q What was their process the last time you did it?

A If the request comes to the service rep, they process the service order. If they issue a service order, they change the PIC.

Q Change the PIC. What does that actually do

in terms of processing that service order?

A The service rep issues an order, changes the PIC code, sends it to provision in the order that flows downstream to the provisioning group who actually does the, I would assume, the manual work to change the PIC.

Q How does the service rep implement this?

A I beg your pardon?

Q How does the service rep implement this? Let me ask you, does the service rep modify the customer service record?

A Yes. She changes the customer service changes. She doesn't modify the customer service records. No, I am sorry. She does not.

Q What does she do?

A She issues a C order to have provisioning changed. She does a C and T on it changing it from the PIC it is to the PIC it is now, so that when the order is generated by the systems downstream who actually go do the physical work, then they do the physical work. When the order goes -- the order -- to that customer service record and that order would change the customer service record.

Q The customer service record?
A Right.
Q Okay. Is this -- How does the process occur when BellSouth changes a customer from BellSouth to a CLEC?
A I beg your pardon?
Q When a customer chooses to have a different provider than BellSouth for local service, they choose a CLEC, what is the internal process that would happen in that kind of a situation?
A It depends on how the CLEC issues a service order.
Q How does --
A What type of LSR or is it electronic.
Q If it's an LSR that's been manually done, what would happen?
A It depends on what's on the LSR. They want to switch it as is.
Q What is a switch as is?
A Nothing. They do a C order for billing only.
Q A C order for billing only.
A A single C for billing only.

Q For switch as is?
A That's correct.
Q Does that have any affect on a customer service record?
A No. No. Everything in the customer service record is recapped as is.
Q It doesn't change the address of that customer in the customer service record to the name of the CLEC?
A Not the customer's address, no. The billing name and address. Billing only.
Q That's a switch as is. What other options would there be for this kind of change?
A Conversion with changes.
Q How would that be done?
A At the CLEC's request.
Q How does the CLEC ask for that?
A A different activity code.
Q Yes.
A They specify what changes they want to be made.
Q In other words, if the customer wants some kind of different service or something?

A Absolutely.
Q Do you know how much BellSouth charges for a PIC change?
A No, I don't. I am sorry.
Q Do you know how much BellSouth charges to change a customer to another provider for local service from a BellSouth?
A No, I don't.
Q Let me ask you one more time one thing. In the shop that you were supervising, was there ever, to your knowledge, any instruction by you, or by anybody that you supervise, to Supra to manually fax orders as opposed to using EDI or LENS?
A Not that I remember, no.
Q Okay. Are there any orders that must be done manually by CLECs to be processed by BellSouth?
A I don't understand that question. I mean, I don't understand that. Based on the answers I have given you today, I don't understand that question.
Q Are there any orders that a CLEC, any Local Service Request, that is a CLEC must use a manual ordering process as opposed to the EDI or LENS?
A That the CLEC must use a manual order

process?

Q Yes.

A No, not that I am aware of.

Q Okay. What is the C change order?

A I beg your pardon?

Q What is a C change order?

A A C change order? A C order, that's a C activity. It's a C order. If the CLEC wants to make an add or a change, or anybody wants to make an add or a change, it's done on a C order. That's the order type.

Q Now, does that order have to be done with a paper order?

A Not that I am aware of. My understanding is that the CLEC can put anything in LENS or EDI.

Q All right. And you would know, wouldn't you?

A I would know.

Q Okay.

MS. SUMMERLIN: Thank you.

A I think I would know.

MS. WHITE: Staff, do you have any questions?

MR. BOWMAN: No, I don't think we do.

MS. WHITE: I just have a few.

EXAMINATION BY MS. WHITE:

Q Ms. Gentry, how many LCSCs are there in BellSouth?

A Two.

Q Where are they located?

A In Atlanta and Birmingham.

Q And how many supervisors are in the Birmingham LCSC?

A Oh, goodness.

Q Approximately.

A Nine.

Q And that would include yourself, or would include yourself before April 1st?

A Right.

Q And how many supervisors are in the Atlanta LCSC?

A I don't know.

Q Okay. Would it be more or less than Birmingham?

A Possibly the same.

Q Okay. The three major error types that you

were talking about earlier, addresses, telephone numbers and activity types, are those errors that appear on fax orders as well as orders placed through LENS?

A Yes.

Q In answer to Ms. Summerlin's questions earlier about the fax server and the LCSC, you testified that it spits out a paper LSR.

A Yes.

Q Is that how it works in the Birmingham LCSC?

A Yes.

Q How does it work in the Atlanta LCSC?

A To an individual fax server at the service reps position.

Q So it would go from the fax machine to the service representative's screen?

A Yes.

Q They would not have a paper copy?

A No.

Q Can a CLEC calculate the due date in LENS to your knowledge?

A Yes.

Q If an order is processed -- Strike that.

Let me try again.

The 48 hour Firm Order Confirmation, that's an internal objective?

A Yes.

Q The 48 hours is the outside amount, the most, you try to strive for 48 hours or less, is that --

A Yes.

Q -- a way of putting it?

MS. WHITE: That's all I have. Thank you.

MS. SUMMERLIN: No more questions.

* * *

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis Simpler

Phyllis Stephens Simpler,
Commissioner

COPY

BEFORE THE PUBLIC SERVICE COMMISSION

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.	Docket No. 980119-TP Filed: April 20, 1998

TELEPHONE DEPOSITION OF JUAN CORDOBES

April 29, 1998

Telephone Deposition of JUAN CORDOBES, a witness of lawful age, taken by Supra Telecommunications and Information Systems, Inc. for the purpose of discovery, for use at trial, or for any other purpose allowed under the Florida Rules of Civil Procedure and the Rules of the Florida Public Service Commission, pursuant to Notice heretofore served, before Amar Kredi, Registered Professional Reporter, Certified Shorthand Reporter and Notary Public in and for the State of Florida, at John J. Blue and Associates, 25 Southeast 2nd Avenue, Suite 1230, Miami, Florida, on Wednesday, April 29, 1998, commencing at 11:10 a.m. and ending at 11:25 a.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 23
COMPANY/ WITNESS: Cordobes
DATE: 4-30-98

APPEARANCES:

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Attorney for the Public Service Commission

PRESENT: Ms. Summerlin via telephone, Mr. Bowman via telephone, Mr. Hanna, Mr. Bradford Hamilton, the Court Reporter and the witness.

****

I-N-D-E-X

WITNESS	**DIRECT**	**CROSS**
Juan Cordobes	3	--

****

EXHIBITS

(None)

****

CERTIFIED QUESTIONS

(None)

MS. SUMMERLIN: I'm Suzanne Summerlin representing Supra Telecommunications.

MR. BOWMAN: John Bowman representing Commission Staff.

MR. HANNA: George Hanna representing BellSouth Telecommunications, Inc.

MS. SUMMERLIN: George, the usual stipulations for deposition are okay with you. Is that right?

MR. HANNA: Yeah.

MS. SUMMERLIN: So we don't have to go through all that.

THEREUPON:

JUAN CORDOBES,

having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q. Mr. Cordobes, I appreciate you appearing today to answer some questions.

Are you there?

A. Yes, ma'am.

Q. Can you hear me?

A. Yes, ma'am.

Q. Okay. I can't hear his response.

Mr. Cordobes, I appreciate you appearing today. I just have a few questions that I need to ask you about your work with BellSouth.

When did you first start working with BellSouth?

A. November 16 of '92.

Q. Of 1992?

A. Yes.

Q. Okay. And what did you do prior to that?

A. I was working as a receiving assistant manager at Office Depot.

Q. Okay. Have you been in the same position since '92?

A. No, ma'am.

Q. Okay. Can you tell me what you were when you started in '92?

A. I was an out-plant technician.

Q. Out-plant technician?

A. Yes, ma'am.

Q. Okay. And how long were you in that job?

A. Approximately two years.

Q. Okay. And then what was your next job?

A. Service technician.

Q. Is that your current position?

A. Yes, ma'am.

Q. Okay. So you've been in this position two years roughly?

A. More than two years. Four years.

Q. Four years. Okay. I'm not adding or subtracting correctly.

Okay. So you've been doing it for a little while then?

A. Yes, ma'am.

Q. Okay. Your technical title is service technician?

A. That's correct.

Q. Okay. What are your duties in that position?

A. To repair and to service customers with dial tone.

Q. Service customers with dial tone.

Okay. And do you have a certain geographic area that you work in?

A. I do now.

Q. You do now?

A. Yes, ma'am. I always did.

Q. Okay. What is your geographic area?

A. My geographic area is the Opa-Locka/Hialeah area?

Q. Opa-Locka/Hialeah area?

A. Yes.

Q. Okay. Is that considered north or south?

A. That's considered North Dade.

Q. North Dade.

Okay. So are you Miami Repairman Number, what is it, 389?

A. I'm North Dade Technician 389.

Q. Okay. In the position that you have, would you have answered repair calls for a reseller of BellSouth possibly at any time?

I'm not saying a specific reseller.

A. I do not recall. That usually goes to the reseller.

Q. I didn't understand that answer.

What did you say?

A. Can you repeat the question, please?

Q. Yeah. All I'm trying to ask is when you do your work with BellSouth, are you sometimes given calls to respond to that come from customers of resellers of BellSouth service?

A. Yes.

Q. Yes.

Okay. Would you know if you had ever serviced any people for Supra?

A. I do not recall.

Q. Is it possible that you have?

MR. HANNA: Object to the form.

You can answer the question.

A. I do not recall.

BY MS. SUMMERLIN:

Q. Okay. So let me ask you this: Is it possible that you may have answered a call for Supra --

MR. HANNA: Same objection.

BY MS. SUMMERLIN:

Q. -- at some point?

A. I do not recall. It doesn't come out in the printout.

Q. It doesn't come out on the printout?

A. No.

Q. Okay. So you wouldn't necessarily know?

A. No, ma'am.

Q. Okay. Would you just tell me how the process works when you answer repair calls? How do you get the initial call? From your -- who would be considered your headquarters?

A. We get dispatched out on a job with a name, address, and possible trouble, and we repair it from then.

Q. Okay. You get a name and an address for

a possible trouble.

Okay. And who sends that to you?

A. That goes through, I would say, the MA Department.

Q. The MA Department?

A. Right.

Q. Is that maintenance?

A. That's the people that dispatch us out.

Q. You don't know what it stands for, MA?

A. No.

Q. If you don't, that's fine. I'm just trying to identify what the place is.

You call it MA?

A. That's right.

Q. Is it like a message center or a repair center?

A. It's a dispatch center.

Q. A dispatch center.

Okay. Where is that physically located, the one that you work with?

A. Building 660 Northwest 72nd Avenue, I believe.

Q. 72nd Avenue.

Okay. Miami?

A. Miami.

Q. Okay. You just said your first step in terms of being sent out on a call is that you get a name and an address and a possible trouble at that address.

Do you have any discussion about which trouble you go on first; I mean, do you get more than one at a time?

Let me break that into two questions.

Do you get more orders to go and work at, more than one order at a time to work?

A. Yes, we get a daily log.

Q. A daily log.

Okay. Is that a list of troubles then?

A. Right, a list of jobs.

Q. A list of jobs?

A. Yeah, right.

Q. Okay. So how do you determine what order to take them?

A. By time of commitment.

Q. Okay. So the closer the due date is, is when you go to -- is what determines how you decide to do your daily work, your list of jobs?

A. Correct.

Q. Okay. When you get that initial notification and you get the name and address, if

the person that you are being told to go and do a trouble on happens to be a customer of a reseller, do you know that at that point?

A. Yes.

Q. You do?

A. Yes.

Q. I didn't hear any response from you.

A. Yes.

Q. Do you know that at the time you initially get the name and address?

A. Yes.

Q. How do you know that?

A. On the dispatch order there's a -- there's four letters and it's RSCL. That stands for reseller customer.

Q. RSCL?

A. Correct.

Q. Okay. A reseller customer line maybe?

A. All we know with those four letters is that that's a reseller customer.

Q. Okay. So you know that it's a reseller customer.

Okay. I assume you get your daily log and you know by that daily log what the various commitment times are.

They give that to you at the very beginning when they give you the name and address?

A. That's correct.

Q. What kind of time frames are normally provided? Is it anywhere from two hours to two or three days or something?

A. No, ma'am. That all depends on the jobs.

Usually a trouble could be five minutes' repair or it could last you the day repairing. It all depends how technical the job is.

Q. Okay. So there's a pretty wide range of commitment times possible?

A. The commitment times are given to the customers when they call.

That's between the company of the reseller, because the reseller has to make their appointment, and then the reseller gives us the permission to fix the line.

So the due date is given to them by the company and the reseller gives it to the customers.

Q. Okay. So you get your daily log and you have the commitment times and you pick whatever time is the nearest to when you're starting out, I assume, and you go to that location. Is that your next step?

A. Yes, ma'am.

Q. Okay. When you get to the location, what is your next procedure that you're supposed to follow?

A. Knock on the door.

Q. Okay. Knock on the door.

Do you ask the customer any particular thing? Are you supposed to verify any particular thing with the customer?

A. I introduce myself as a BellSouth Telecommunications employee.

I then tell them that we're here to repair the line and we have permission from their reseller to do so, because they are going to get charged.

Q. Let me ask you to repeat that. I didn't understand exactly what you said.

A. Okay. I introduce myself as a BellSouth employee and I advise them that they're a reseller customer, and if the problem is inside the home, they will be charged for it since they're not in our BellSouth maintenance plan; they're with the reseller maintenance plan.

Q. Okay. If the problem is inside the home, they will be charged?

A. Right.

Q. Okay. Is that the standard procedure if you have a reseller customer?

A. That's correct.

Q. Okay. When you get the initial information that tells you that it's a reseller customer, does that information tell you whether or not that customer has an inside wire maintenance plan?

A. All reseller customers are the same. If they have a reseller maintenance plan, that's with their company. As it is, we have to bill them if the trouble is inside, and then they work it out with the reseller company that they're with.

Q. So you don't even inquire with them whether or not they have an inside wire maintenance plan if they're a reseller company?

A. They won't have it through BellSouth.

Q. So your answer is yes to that, that you don't ask them that?

MR. HANNA: Object to the form.

A. If it's a reseller problem, the company procedure is if they have a problem inside the house, we have to bill them, and they work it out with the reseller company.

BY MS. SUMMERLIN:

Q. Okay. So what I was asking you a minute ago -- I'm just trying to make sure I understand.

You don't inquire and you're not supposed to inquire about whether they have any kind of inside wire maintenance plan?

A. That's correct.

Q. Okay. All right. So if it turns out that this is a reseller customer and the problem that they are complaining about is something inside the house, you know, like maybe an inside wire jack, or whatever you call it, inside jack, what would be your procedure at that point?

A. We would then and there explain to them that there is going to be a charge. We have a certain rate. We explain to them the rate. And they decide if they want us to do it or for them to notify the reseller.

Q. Okay. If they notify the reseller, I mean, do they do that right then on the spot or can they do that right on the spot?

A. I'm sure they could do that on the spot.

Q. Is that going to change what you do?

A. That will give me the permission to either do it or not do it.

Q. Do they have to get permission before you can fix that inside problem?

A. We need permission, we need the permission. Because if they don't want us to fix it, we won't charge them, but if they do want us to fix them, we will charge them.

Q. Okay. So what you're saying to them is you need to tell me, customer, whether I should do this or not because I'm going to charge you?

A. Correct.

Q. Okay. When you charge them, is that sent in a bill at a later point or is that -- you don't expect them to pay right then and there?

A. That's correct. They don't pay right then and there. I give them a copy of the receipt and the company gets the other copy of the receipt.

Q. And the automatic procedure is that they get billed through the regular process of billing for that call?

A. Correct.

Q. Or the reseller actually gets billed?

A. The reseller.

Q. And if the customer says I have an inside wire maintenance plan, you say that's not with us. Is that right?

MR. HANNA: Object to the form.

A. That's correct.

BY MS. SUMMERLIN:

Q. Hang on just one second. Okay? I'm looking to see what else I got to ask you.

Is there any provision for the customer contacting the reseller while you are on the premises and confirming with you that they do have an inside wire maintenance plan, you know, then making it possible for you to fix the trouble without charging the customer?

A. I've never came across one like that.

Q. I guess what I'm asking is, is that something that the training procedures that you have been told to follow would allow you to do?

MR. HANNA: Object to the form.

A. No, ma'am, that's not the standard procedure.

Q. That's not.

Okay. Is there anything else that you do in your daily duties that you have to do something different if you are dealing with a reseller customer?

A. Sure. If the problem is outside.

Q. Pardon?

A. If the problem is outside, then it's our responsibility.

Q. Okay. If the problem is outside the house or whatever the unit is, you take care of it?

A. We take care of that. We're responsible to provide them dial tone.

Q. But I guess what I was asking: I assume you would do that for a BellSouth customer or a reseller. Is that right?

A. Correct.

Q. Is there anything you do in your daily duties as a service technician that you have to do something different for a reseller's customer than you do for a BellSouth customer?

A. No, we treat them both the same.

Q. Other than this problem that I've been talking about?

A. Right.

MS. SUMMERLIN: I appreciate it. I think that's all I need to ask you, Mr. Cordobes. I don't know if Mr. Bowman has anything to ask or not.

MR. BOWMAN: Actually, I don't have any questions.

MR. HANNA: I've got no questions for

the witness.

But Suzanne, I wanted to ask: This witness has not been served with a subpoena for the depo or for the hearing tomorrow, but I'm just curious. Do you need his presence in Tallahassee tomorrow?

MS. SUMMERLIN: No, we were not pushing on that. We're going to put the deposition transcript in.

MR. HANNA: Okay.

MS. SUMMERLIN: So I appreciate you coming, Mr. Cordobes.

THE WITNESS: Okay. Thank you.

(Thereupon, the deposition was concluded at 11:25 a.m.)

READING AND SIGNING

I have read the above transcript, pages 1 through 18, and I find: (MARK ONE)

( ) The transcript is true, correct, and completely accurate.

( ) The transcript is true, correct, and accurate except as set forth in my List of Corrections attached hereto, citing page and line and reason for the correction, realizing that for this purpose I am still under oath.

_____ _____

(DATE) JUAN CORDOBES

TO BE EXECUTED BY THE NOTARY
IF THE DEPONENT DOES NOT SIGN:

I hereby certify that this deposition was submitted to the witness for reading and signing through notice to his attorney via on April 29, 1998, and that the witness did not sign this deposition because:

( ) Witness or attorney waived reading and signing by telephone.
( ) Witness read the deposition and witness or attorney waived signing by telephone.
( ) Witness refused to sign, giving the following reason:

( ) Neither the witness nor witness's attorney has responded to request to read and sign.

(Date)

Notary Public-State of Florida

CERTIFICATE OF OATH

STATE OF FLORIDA)
: ss.
COUNTY OF DADE)

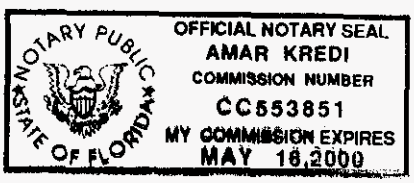
I, the undersigned authority, certify that

JUAN CORDOBES

personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 29th day of April, 1998.

AMAR KREDI
Notary Public - State of Florida
My Commission No. CC553851
Expires: May 16, 2000



REPORTERS DEPOSITION CERTIFICATE

STATE OF FLORIDA)
: ss.
COUNTY OF DADE)

I, AMAR KREDI, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing deposition of

JUAN CORDOBES

that a review of the transcript was requested and made available to the deponent, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 29th day of April, 1998.



AMAR KREDI
Registered Professional Reporter

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

STEPHANIE HURT,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 2:40 p.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 24
COMPANY/ WITNESS: Supra / Hurt
DATE 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

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ALSO APPEARING:

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I N D E X

MS. SUMMERLIN: 6

I, Phyllis Stephens Simpler, a Court

Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 2:40 p.m., STEPHANIE HURT, witness in the above cause, for oral examination, whereupon the following proceedings were had:

STEPHANIE HURT,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: Suzanne Summerlin representing Supra Telecommunications.

MS. WHITE: Nancy White representing BellSouth.

MS. KEATING: Beth Keating appearing for Commission Staff.

MS. SUMMERLIN: We follow the usual stipulations, Nancy, right?

MS. WHITE: Yes.

EXAMINATION BY MS. SUMMERLIN:

Q Good afternoon.

A Hi.

Q I appreciate you coming, Ms. Hurt; is that right, Stephanie Hurt?

A Uh-huh (positive response.)

Q I had you named Hunt for a while. Now we know that you are Ms. Hurt.

Can you tell me what is your current position at BellSouth?

A Service rep.

Q Are you a service rep or a customer service rep?

A Service rep.

Q Just service rep. Are you in the CLEC service rep section?

A LCSC, Local Carrier Service center.

Q How long have you been in that position?

A Since April of '97.

Q April of '97. So about a year?

A Almost a year.

Q So, you have been -- tell me in a very general sense what jobs you have had since you started

at BellSouth. When did you start at BellSouth?

A '88 when I graduated.

Q Okay.

A My first job was -- I was hired in as a stenographer. Then after that, I was an office clerical assistant, which I think they have done away with that job title. And then I was an administrative reports clerk. And then now I am a service rep.

Q Okay. So you just told me you have been a service rep for a year?

A One year.

Q Okay. So, what exactly is your duties -- what are your duties in that job?

A We process LSRs from the CLECs and answer the telephone when they call.

Q Okay. Are you what -- tell me just real briefly what that entails exactly, processing LSRs from your standpoint.

A In processing them?

Q Yes. Just very simply, not every last --

A Well, we get an LSR paperwork from the CLECs, and they tell us what they want us to do on what accounts. And we input them into the system.

And then send them an FOC, Firm Order Confirmation.

Q What kind of training did you get for that job?

A What kind of training?

Q Yes.

A God, it was probably five or six weeks of -- well, we had to learn all of the systems. We had to learn very -- a lot of training on the LSR, what it looks like, what each field represents, you know. And then we were given a test. We had some, I guess, generic false orders and -- to see how, you know, many we could do and all of that.

Q Okay. So how much of that training focused on LSR?

A Half.

Q About half of it. And when you say you had to learn the systems, what systems did you learn?

A I learned DOE, Songs, BOCRIS.

Q Okay. Songs?

A Songs.

Q How do you spell that?

A S-O-N-G-S.

Q S-O-N-G-S. Songs, okay. And then DOE.

And then what was the --

A BOCRIS.

Q B-O-C-R-I-S?

A Uh-huh (positive response).

Q That's it?

A Uh-huh (positive response).

Q Okay. Describe an LSR.

A It is a piece of paper that is made up of the Local Service Request sheet, the in-user sheet and service details. It's anywhere from -- it can be three to however many pages, depending on how big the account is.

Q So it could be really -- how big do they get?

A The biggest one I've ever seen?

Q Uh-huh (positive response).

A Ten pages.

Q Three to ten pages. What are -- the most common ones are how long? I mean --

A Five.

Q About five pages. How many forms do you have to fill out if you do a new connect order?

A How many forms?

Q I mean, how many forms need to be submitted I should say?
A For a new connect?
Q Yeah.
A I don't know what you mean. Like pages? I mean, an LSR --
Q Yes, pages. Well, tell me this. Is this the only thing that you consider to be the LSR, this front page, this title?
A The only, no.
Q Or do you include all this stuff when you say LRS?
A Yes.
Q So how many of these pages or forms would have to be filled out to do a new connect?
MS. WHITE: Would you want her to look at those pages?
MS. SUMMERLIN: Yeah.
A There is a -- I guess that's it. See, I am in complex now, a different group, so I'm not -- yes.
Q You are in complex orders now?
A Yes.
Q How long were you in the -- what's the

other?

A Small business.

Q Complex is small business; is that right or not?

MS. WHITE: She was in small business.

Q Okay. You were in small business?

A Yes.

Q How many sections do y'all have there, complex, small business and --

A Four.

Q Okay. What are the other two?

A Billing, residence, small business and complex.

Q Okay. So, were you in small business the whole time up until you went to complex?

A Yes. Well, after training.

Q Okay. So, you weren't ever in the billing section or the residence section?

A No.

Q So, how long have you been doing the complex orders?

A A month.

Q Are those the hardest?

A Uh-huh (positive response).
Q One would presume since it's called complex.
A Yes, they're very complex.
Q So, you have handled -- have you handled a lot of LSRs for Supra.
A We did Supra -- I don't think I've done a Supra one since '97. I don't think I processed any for Supra this year. We don't -- that's not one of our accounts where I am now, so --
Q In the complex orders?
A Yes.
Q For the last month you have been?
A Yes.
Q Prior to that, did you get stuff from Supra for small business?
A Uh-huh (positive response).
Q Did you get trained on how to fill the Local Service Request forms out?
A We don't fill them out.
Q So you didn't get training on that; is that right?
A Huh-huh, not how to fill them out.
Q Okay.

A What each field, you know, what needed to be on there, you know, in order to process it.

Q Well, just walk me through what you would do if you got that and it was filled out. What process would you take to look at that thing?

A One of the main things I do is look at the PON number.

Q P-O-N?

A Uh-huh, up at the top and make sure that they all have the same number.

Q That they were put together correctly?

A Because it comes out. Activity code, end user information, CLEC information, new account, valid telephone numbers, validate addresses, make sure correct USOCs were used. Then, of course, the directory listing page, how they want it listed. And if it was a business, they had to have a yellow page heading and a SIC code.

Q SIC, what is that?

A SIC, S-I-C. I have no idea. I just know you have got to have it.

Q Well, how do you know if the correct USOCs are used on this?

A The correct USOC because we have to put them into the system.
Q So you plug it in off of their --
A Uh-huh (positive response). The CLEC needs to know it, too.
Q Yeah. Well, what I am trying to figure out is what you do. You take the information off of here, each of those items?
A Right.
Q After you make sure everything is filled in?
A Right.
Q Then all the little forms go with the right -- is it purchase order number?
A Yeah, PON.
Q P-O-N?
A Uh-huh (positive response).
Q Okay. Once you've made sure there is something in all of those little spaces and that it all goes together, do you then -- how do you know that the activity code is right?
A Well, not really that it's right. That it's there.
Q Just that there is one there?

A Right. No, I don't determine if they -- no.
Q Okay. If you are trying to look at the address, what do you do to get that, to know that that's the correct address?
A Validate it in ORION. They're all --
Q O-R-I-O-N?
A They all stand for something, you know. I don't know what it is.
Q But it's O-R-I-O-N?

validate.

Q You mean geographic area?

A Right. And input the address, and it will either validate or it will say no such address found.

Q And if no such address is found, what do you do?

A Clarify it.

Q So, you just bop the whole thing back to --

A I send the --

Q What does clarify mean?

A We go into order tracking and send the CLEC a fax saying this is -- we're putting in clarification, and whatever reason. It just gives you a space to type whatever is wrong with it. You fax it to them.

Q So you say clarify the address?

A Verify, clarify.

Q Do you send the whole order back with the clarification?

A What do you mean order?

Q The whole LSR? I mean, do you connect that to or you just send a piece of paper that's called clarification?

A It's in a system on my computer, and I hit fax clarification. I don't know.

Q You don't know what --

A I guess it's one piece of paper. Yeah, I don't see the finished product.

Q Okay. I got you. Now, so you check the address, that's one thing you do. Then you check the USOC. How do you check that?

A Well, if it's not a good USOC, the system is not going to take it, first of all. You can't just put whatever you want to and it will go okay. It has to be a valid USOC.

Q Okay. And that's U-S-O-C?

A Uh-huh (positive response).

Q How do you check the USOC?

A I mean, you know most of them after you input them, you know.

Q You already know?

A Most of them, I do.

Q So, you --

A If there is a USOC that I have never seen before, I'll put it in and sometimes it will go and I didn't even know it was a USOC.

Q Okay.
A But if it's not a USOC, it will -- you know, it will narrow out. It's not going to accept something that --
Q What does a USOC code consist of? Certain number of letters or numbers or both?
A Yes.
Q So you plug it in even if you don't recognize it?
A I have before.
Q And it may accept it or it may not?
A Uh-huh (positive response).
Q And if it doesn't accept it, then you send a clarification?
A Uh-huh (positive response).
Q How many of these things on that page there do you do that to, that kind of system validation?
A That's it.
Q Those are the only two things?
A That --
Q The address and the USOC code?
A That we verify?
Q Yes. What I am saying is how many items on

that form there do you plug in to validate them or to make sure they're okay?

A Oh.

Q Start at the top there and tell me which things you plug in to see if it's okay, please.

A Starting at the top?

Q Yes.

A Q account, band, whatever you want to call it.

Q Q account?

A Yes.

Q What do you do, you type that number in?

A Yeah, their Q account.

Q Their Q account number?

A And it gives their billing name and billing address. And that's where we -- when we switch them over, that's where the bill goes.

Q The billing name and the address?

A Uh-huh (positive response).

Q Okay. What system is that in when you do that?

A BOCRIS.

Q BOCRIS?

A All the telephone numbers are BOCRIS.
Q Okay. What's the next thing on this front page that you do that with?
A That's it.
Q The Q account is the only thing on that page?
A Uh-huh (positive response).
Q How about the address?
A That's on this page.
Q That's on the next page?
A Yes.
Q Okay. So the address you type on the screen and ORION tells you if it's okay?
A Right.
Q Then what's the next item?
A That I validate?
Q Yes.
A On the end user telephone number, you know, and make sure that their information matches up.
Q How do you verify that?
A Put the telephone number in.
Q Plug it in and --
A Hit enter.

Q You just hit enter?
A Or F4 actually.
Q Okay. So, it's in the system that you are already in, which is -- what system is that?
A BOCRIS.
Q BOCRIS?
A Yes.
Q Okay. So, you have done the end user telephone number and the address and the Q account number. Where is the USOC? What system do you use for the USOC code?
A That's when you are putting in the order in DOE.
Q When you are putting in the order?
A See, I mean, it's -- I don't know if you care anything about this.
Q Yes, we do.
A If it's Southern Bell state, you put the order in DOE. If it's South Central Bell state, you use Songs. It's just an order input system.
Q But you put it in DOE if it's BellSouth?
A Florida, if it's Supra it would be DOE.
Q In Florida, you use the D-O-E, DOE system to

verify the USOC code as being an appropriate code?
A Yes. If I input, you know, a USOC and I mistype it, I type it wrong, it will -- won't enter.
Q Reject it?
A Right. Right.
Q And then you either fix -- you can fix your input or you can say well, I am typing something that they did wrong?
A Uh-huh (positive response).
Q So, if it doesn't work, then you send it back for clarification?
A Right.
Q What else on here do you have that you validate on?
A That's all on this page.
Q On the next page, are those the forms that you would normally get with an LSR?
A Uh-huh (positive response).
Q Okay. The page that you had the end user information, have you told me already everything on that page that you validate?
A Yes, the end user name and end user address.
Q Are those two separate things that you --

A You can pretty much do it at one time.
Q You input them to the same system at the same time?
A Yes.
Q Into ORION?
A You input a number, not a name.
Q A number, okay. The phone number?
A Right. And it brings up a name.
Q Okay. Brings up the name. Now, the phone number, does that go with the address and into ORION or is it somewhere else?
A In ORION you put in the address.
Q Okay. Where do you put the phone number?
A You don't in ORION. I don't. You can. I don't.
Q Okay. Do you validate the phone number by putting it into the system?
A Well, that validates it if it brings it up.
Q If you just type it in and it brings up information, then it's validated, is that what you are saying?
A If the end user matches.
Q Okay. What's the next thing, if anything

else, that you validate?

A On the directory listing page, you know, like I said before, you have to have the telephone number, the listing type, the listed name, listed address, yellow page heading, SIT code. You've got to fill out all of this.

Q Now, the S-I-T code --

A Uh-huh (positive response).

Q How do you -- do you do something on the system to verify that that is a correct code?

A No.

Q I mean, you are saying to me that you have to look on here and make sure all of those things are provided by the CLEC?

A Right.

Q Do you check the SIT code somehow?

A Check to see if it's there.

Q Just to see if it's there?

A Uh-huh (positive response).

Q Okay. So, you don't validate it in any other way?

A No.

Q Okay. When you received the training that

you got on the LSRs, you said that you spent about half of that training time working on the LSRs?

A Yes.

Q And maybe what you had said like five to six weeks; is that right?

A Yes.

Q So maybe two-and-a-half to three weeks time on the LSRs?

A Yes.

Q What did that training consist of? All the stuff you just told me?

A Uh-huh (positive response).

Q And did they just go through and tell you what all the fields represent?

A Yeah. They gave us documentation that we could refer to. Now it's on line in our system. We can refer to it.

Q Okay. Do you get electronically submitted orders to work or did you in your previous job?

A Yes.

Q What is the difference between the electronically submitted LSR as opposed to the manual paper LSR?

A Not much, except one is manual, one is computer.

Q Well, when it's electronic, does it just automatically appear on your screen basically, the LSR?

A There is a button that you have to press when you are logged into LEO, and it's -- what is it that it's called? It means like next or get one, you know. You can like --

Q Cue it up for whatever?

A Right, you know, give me one, whatever.

Q So, the next LSR that's electronically submitted would show up?

A Right.

Q Are you familiar with any limitations on what the CLECs can submit?

A Any limitations?

Q Yes. In terms of LSRs that they can submit to the LCSC --

A No.

Q -- with LENS?

A Any limitations, no, I don't guess.

Q Are you familiar with LENS or EDI?

A I know that LENS is what the CLECs call it. We call it LEO.

Q You call your system LEO?

A Right.

Q And they use LENS to do the same type of things, theoretically?

A That's what I have heard.

Q Okay. Are you familiar with any kinds of limitations on what CLECs can send in, can submit in the way of orders through LENS?

A No.

Q Okay. Have you ever called up a CLEC when you got an LSR that wasn't done correctly?

A Yes, I have done that.

Q When do you call them up? I mean, why would you call them up is a better way to put that?

A Well, just if it -- well, I don't know.

Q You are in the right mood or whatever?

A No.

Q A certain kind of problem that you might see or --

A Well, I know where I work in complex, I had started an order and, you know, had done most of it,

and I just needed one piece of information. And, you know, they still have to send the paperwork, though. Where I work now you can take a verbal over the phone, and then they can follow it up with paperwork, in what I do now.

Q Okay. And you couldn't take a verbal over the phone in your other section?

A Huh-huh.

Q In small business section?

A (Shaking in the negative).

Q Why was that?

A We were just told to clarify. You have to have paperwork.

Q You don't understand why or you don't understand -- no one told you what the reason was?

A Oh, yeah, I can understand. You get burned.

Q You get burned?

A Yes.

Q You might do something --

A There's been, you know, sometimes when you have done it and they didn't send the paperwork, you know, they -- all they can say is, you know, oh, well, I didn't tell you to do that. So, I mean, yeah, you

really need paperwork. It's business.

Q Isn't it business in the complex section?

A Uh-huh (positive response).

Q So why do they let you do it there?

A You will have to ask them. I don't make the rules.

Q Okay.

A Well, a lot, you know, for that matter, on this one occasion when we did it, the customer was without dial tone, and we kind of had the tech on the line, kind of had a three-way conference. It was a big system. But they don't like to do that, but just in dire straits or emergencies. My supervisor now has told me, you know, yes, it's okay, you can take a verbal. But I don't know how they do it now in small business.

Q When you were in small business, did the various CLECs that you were working on orders for, did they know to call you directly if there was a problem on an order?

A No.

Q They wouldn't ever normally have any contact with you?

A Oh, yeah, yeah. You know, if they didn't understand a clarification or, you know.

Q How would they know that it was you?

A Because my name would be on it.

Q On the clarification?

A Right. To, from.

Q So they would call you specifically?

A Yes.

Q If you'll give me just a minute so I can assess where I'm at, I will determine what else I need to ask you and maybe we can cut it shorter.

Is this a document that you have ever seen in your training?

MS. SUMMERLIN: This is part of the manual that y'all provided, Nancy.

Q I think it's a series of lessons for training on the various systems.

A No, I have never seen this one.

Q You've never seen that. That's not something that was used to train you?

A No.

Q Okay. If you receive an LSR, isn't there a location on there for the services that that

particular person wants, the end user wants?

A Services like USOCs?

Q Is that how they are indicated on there, a USOC would tell exactly what --

A Usually on the service detail sheets, yes.

Q So, if a USOC code goes in and the type of service that that USOC represents is not appropriate for that type of end user, does the system automatically tell you that?

A Yes.

Q So, it rejects that USOC?

A You mean like if it's a business account and you put in a USOC that's really for residential?

Q Yes.

A Yes, it will.

Q So it would automatically reject it?

A Yes, thank God.

Q Is that BOCRIS that does that?

A DOE that I am talking about.

Q DOE does it. What about a -- what is a supplemental request?

A Usually when we get an answer back from our clarification, you have to, you know, make it a

different version.

Q Okay. That's what you mean by supplemental request?

A That's what a lot of people call a supp or different version.

Q Is that when -- let me ask you. If you -- let's say on the third page or this page here, the resale service, something was screwed up on that page, and you recognized it and you sent a clarification back to the CLEC, then they figure out based on your pointing out that there was a problem, they figure out what the problem was, they would need to file a new -- this page; is that right?

A Supposed to resend the whole thing.

Q So, they have to resend the whole thing?

A Yes, with a different version number.

Q Okay. Where does the version number go?

A Right there beside the PONS, V-E-R.

Q So, is this something that can be just erased and changed, they don't have to redo everything; is that right?

A Oh, yeah, a lot of them, you know, will liquid paper it and change it and resend it, yes.

Q Are supplemental requests received electronically?

A You know what? I don't know. I don't think that it was when I did them, but I could be wrong. And I don't do it from the system. All of mine are paper now, so I don't know.

Q So, when you were -- up until a month ago when you were doing small business, to your memory, do you believe supplemental requests --

A I've never gotten one.

Q You never got a supplemental request?

A Not through LEO.

Q Not electronically?

A Right.

Q You don't know whether it's possible for them to come electronically, or do you?

A No, I don't know.

Q You don't know?

A Huh-huh.

Q So, 99 percent of the time people would have to send supplemental requests paper-wise?

A Yes.

MS. WHITE: She just said she didn't know.

Q I am trying to clarify exactly what you do or don't know. I am not trying to argue at all. I am just trying to make sure I understand.

The supplemental requests that you received while you were doing this job up until a month ago were always done on paper --

A Right.

Q -- is that right? Did you ever tell anybody that they had to do it on paper?

A A supplemental?

Q Yes.

A Yes.

Q You did?

A Yes.

Q Why did you tell them that they had to do it on paper?

A Because at the time you couldn't send it through LEO. I was told that they had to send the supplements or the responses to the clarifications, we had to have a paper copy and they had to fax it to us. I remember that.

Q You were told that they couldn't -- they should not do it electronically?

A Right.
Q Why was that?
A I don't know. I didn't ask.
Q You don't know?
A Huh-huh.
Q But you were told --
A I was too busy.
Q Sure. Did you communicate that to CLEC at various times?
A Yes, I remember I told one or two people that.
Q Do you remember any kind of policy in that section, the small business section of encouraging CLECs to issue orders manually as opposed to EDI or LENS?
A Huh-huh.
Q Was there ever any statement made that CLECs needed to send orders manually?
A No.
Q Or should send orders manually?
A No.
Q Did you ever get calls from CLECs asking for assistance on filling out LSRs?

A Yes.
Q Did you get a lot of calls?
A Yes, at first we did.
Q Meaning what period of time at first?
A When I first got out on the floor, got out of training.
Q Okay. So, you started like in April. So would that have been like June or July, something in that period of time?
A Yes, something like that.
Q So, you would have gotten out there and you got a lot of calls because why? Or what did it appear to be the reason that you were getting a lot of calls?
A You know, a lot of them are wanting to speak to whoever sent them the clarification, things like that.
Q Why would they want to speak to the person who sent the clarification?
A They usually didn't understand.
Q What the clarification was asking for?
A Right.
Q Did you ever get any training on EDI?
A I don't know what that is.

Q Electronic Data Interchange?
A (Shaking in the negative).
Q What kind of order would a CLEC need to submit if they were trying to get complete choice? Do you know what I am talking about, the complete choice package?
A The proper USOC?
Q What would they need to do in filling out their LSR if they wanted to get that, yes, USOC or whatever else, what would they need to do to get a complete choice package for a customer?
A Well, you have to list all the USOCs.
Q So you -- how many USOCs are involved in that?
A I would be guessing. I don't know.
Q A number of services?
A Yes. I mean, it's all of them, that's what complete choice is. You get all of them. I don't know what the number is.
Q You get all of them?
A Yeah.
Q Is there not a way -- a code that would convey that somebody wanted to order complete choice?

A Your basic class of service.
Q So why would all the USOCs need to be listed?
A I don't know. I just remember them telling me that, they had to list all the USOCs.
Q Who told you that?
A I don't even know.
Q Who was your supervisor in that?
A Teresa Gentry.
Q Okay. To your knowledge, is there any limitation on who can get complete choice?
A Well, that's residential. That's not small business.
Q It's residential. Okay. It's not small business. Is there any other kind of limitation, geographic limitation?
A Some areas doesn't offer it, you know, but the system will tell you if it's not offered in that particular --
Q So, you would plug in the USOCs?
A Right.
Q Then it would tell you no, no, we can't do it because that central office can't do it, is that --

A Right.
Q Okay. Is there enough room on here for all the USOCs for complete choice or do you have to have additional forms to do that?
A You might.
Q You might have to have additional --
A Additional, you know.
Q -- lines and spaces?
A Not all of them, but, you know, yes.
Q What all does somebody have to put in there? A USOC code is what, three or four digits?
A Three to five.
Q Okay. Is that all they have to put in to reflect that particular service? I mean, they don't have to put anything else, do they? Or do they?
A I don't know what you mean.
Q Okay. Like if somebody wanted to order complete choice.
A Right.
Q And there are -- how many USOCs are involved in complete choice?
A I don't know.
Q You don't know. Would it be maybe ten,

something like that?
A I don't know.
Q Well, okay. A number of USOCs would be involved to get complete choice presumably?
A Right.
Q Is the only thing that the CLEC has to do is put like a particular two or three or four digit USOC for each service, is that all they have to do? Or do they have to put something in addition to that for each of those services on the form?
A No, I don't think they have to.
Q Okay. So there is not a requirement. Where would you put the USOCs to do that?
A For complete choice?
Q Yes.
A On the -- right here.
Q What is this stuff here?
A Feature detail. That's like, you know, say you want call waiting, the USOC is ESX. Then call waiting.
Q You have to write out call waiting?
A I don't know if you have to or not.
Q Well, if you've got an LSR that has a USOC

and didn't say call waiting, would you reject that?

A No, I wouldn't if the USOC was valid.

Q If it was a valid USOC?

A Right.

Q Okay. Are you aware of whether other service reps would have accepted that?

A No, I do not.

Q Okay. When you were working in the small business section, did CLECs call on a frequent basis to check on the status of their orders being processed?

A Yes.

Q Was this considered a problem?

A If they called?

Q Yes.

A No.

Q Was there any policy about telling them not to call?

A Telling them not to call?

Q Yes.

A No.

Q Okay. You would have tried, but it wouldn't have been real successful.

What would you do if an order had expedite on it, an LSR? Where would it --

A Try to give them the earliest possible due date.

Q Okay. If you will give me a couple of minutes, I'll come back. We are close to being through.

(Off The Record)

MS. SUMMERLIN: I appreciate it very much, Ms. Hurt.

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis Simpler

Phyllis Stephens Simpler,
Commissioner

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the deposition of:

WAYNE CARNES,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 3:25 p.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 25
COMPANY/ WITNESS: Carnes/Supra
DATE: 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

FOR BELLSOUTH TELECOMMUNICATIONS, INC.:

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FOR SUPRA TELECOMMUNICATIONS &
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FOR FLORIDA PUBLIC SERVICE COMMISSION: (Not present)

BETH KEATING, ESQ.
JOHN BOWMAN, ESQ.
Division of Legal Services
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Tallahassee, FL 32399-0850

ALSO APPEARING:

Olukayode A. Ramos, Supra Telecommunications & Information Systems, Inc.

I N D E X

MS. SUMMERLIN: 6

MS. WHITE: 58

I, Phyllis Stephens Simpler, a Court Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 3:25 p.m., WAYNE CARNES, witness in the above cause, for oral examination, whereupon the following proceedings were had:

WAYNE CARNES,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: Suzanne Summerlin representing Supra Telecommunications.

MS. WHITE: Nancy White, BellSouth Telecommunications.

MS. KEATING: Beth Keating for Commission Staff.

MS. SUMMERLIN: We will have the usual stipulations, Nancy?

MS. WHITE: Yes.

EXAMINATION BY MS. SUMMERLIN:

Q Mr. Carnes, thank you for showing up this afternoon. I am Suzanne Summerlin as you heard. I am representing Supra. I've got a few questions to ask you. Let me start with asking when you started with BellSouth.

A BellSouth, I started January the 25th. Next year will be four years on the 25th. So, would that be about --

Q '94?

A '95.

Q '95, okay. And what has your position been since January '95 or --

A Well, when I started with the company I was with BBS.

Q BBS?

A Right, BellSouth Business Systems. I was there until May of '97.

Q Okay.

A And I started at Interconnection in May of '97.

Q And what did -- what kind of experience did

you have prior in terms of telephone or telecommunications experience?

A Prior to BellSouth?

Q Uh-huh (positive response).

A I worked with a company called Signal Engineering where we sold video conferencing equipment utilizing ISTN, sold microwave equipment, board room equipment for multi-media, things of that nature.

Q Okay. What is your educational background?

A I have a BS degree from University of Alabama in Birmingham.

Q University of Alabama, in what area?

A Marketing, business.

Q What is your current job title?

A I am a regional account manager.

Q And you are in the interconnections services section; is that right?

A Yes, ma'am.

Q So, basically you handle CLEC accounts?

A Yes, ma'am.

Q For BellSouth. What is your region, the whole nine-state region of BellSouth?

A Yes, ma'am.

Q Who is your direct supervisor?
A Mike Wilburn is my sales manager.
Q Wilburn?
A I think W-I-L-B-U-R-N.
Q He is called what now?
A He is my sales manager.
Q Sales manager. And do you have any people under you that you supervise?
A No. Well, I am the account manager. We have an SD. He doesn't work for me, but he supports me.
Q Is that a system designer, SD?
A Yes.
Q Okay. And who is that?
A Bob McRae.
Q Okay. And that's M-C-R-A-E?
A Yes, ma'am.
Q And does this -- are you the -- Tell me who makes up the account team for Supra.
A Bob and myself. We have Cynthia Hodges is a new addition to the account team that has only been there a couple of months, but she is part of my account team also.

Q Okay. Was Cynthia Arrington part of the account team?

A No. Cynthia was customer support manager at the LCSC who supported, you know, certain -- she didn't support all of my accounts. She had other accounts that she supported. But some of my accounts she was support person in that regard.

Q Okay. When did you first meet Mr. Ramos?

A I guess would have been the summer of '97.

Q Okay. What was the first reason that you had any awareness of Mr. Ramos?

A We had talked, and they were -- they came to Birmingham for some LENS training, our OSS system. I think the gentleman's name that came with him was Joshua. I do not recall his last name, but they were in LENS training.

Q When Supra began operation as a resale -- reseller of BellSouth services, is that -- did you meet him prior to Supra beginning or signing its resale agreement?

A No.

Q You did not?

A No.

Q Okay. Do you have any idea exactly when you first met him? Was it in June or July or --

A I really can't recall. I think it was probably July, that time frame.

Q Okay. About July. Okay. Are you familiar with the things that have transpired in Supra's relationship with BellSouth?

A In what regard?

Q Well, let me put it this way: Are you the person that Supra would have been talking to about problems that it was having with BellSouth in its interconnections with BellSouth?

A Ultimately, yes.

Q Ultimately?

A Well, some -- you know, some of the issues were with our service center, which I don't have any control over that, but I would call on behalf of Supra if they needed help.

Q How many CLEC accounts are you handling now?

A Eighteen.

Q Eighteen?

A Uh-huh (positive response).

Q Where are they located?

A All over the -- are you talking about as far as their corporate headquarters or -- all of them are in the BellSouth region.

Q In all the nine states?

A Yes, ma'am.

Q How many of those are in Florida?

A Oh, probably six or seven of them.

Q Of the ones that you deal with in Florida, how many are dealing with business and residential customers and are actually operating?

A There needs to be some clarification. There are some people who only have a resale agreement. Basically that's ninety percent of their business is residential, so from that aspect those are residential. Then you have the people who have facility based agreements. Most of those do not go after the residential market. I mean, they can, but most of those are kind of -- you know, go after the biggest business.

Q How many are dealing with residential customers?

A As a reseller or facility based?

Q As a reseller?

A Three or four of them.
Q Three or four?
A Yes, ma'am.
Q In Florida?
A Uh-huh (positive response).
Q If Supra experienced a problem in its interconnections with BellSouth or in its resale agreement with BellSouth, who would be the person that they would call about those problems?
A It really depends on the problem, I guess.
Q Is there a point person for BellSouth?
A I would be -- as the account manager, I would be that person ultimately.
Q You would?
A Uh-huh (positive response).
Q Are you aware of Supra having problems in its processing of orders through the LCSC?
A Yes, ma'am.
Q When did you first become aware of those problems?
A I couldn't give you an exact date.
Q Just approximately.
A October'ish. I mean, that's a guess.

Q October '97 approximately?
A Uh-huh (positive response).
Q What is your understanding of what the problems were that they were having?
A There were some -- just issues with, you know, issuing the correct paperwork in order for the LCSC to process their orders. Then we were trying, you know, to get them to use our LENS system, which is the mechanized way of processing their orders for primarily residential customers.
Q LENS is for residential primarily?
A Yes, ma'am.
Q Have you had training on LENS?
A I have sat in on some of the classes.
Q How many classes?
A I have been to a couple of classes.
Q How long do they last?
A A day.
Q A couple of days training on LENS?
A Uh-huh (positive response).
Q Did you have training on EDI?
A No, ma'am. I am familiar with EDI, but I've never had training.

Q How are you familiar with it?
A Well, in my other job, you know, EDI was a transport, mechanized transport. I have got some information on it that I have at my desk, but I have never been to a formal EDI training class.
Q How many times did you -- Let me put it this way: What is the mission of the account team?
A The mission of the account team is to support the CLECs, help them to put their network in place. When they get ready to buy a switch, we have a preplanned meeting for their interconnection, how they connect their trunks to our trunks and, you know, end result is to make them -- I am a customer service person, try to make the CLECs happy and get involved with any of the issues that I can help them with.
Q Do you look at your position as being the mouthpiece basically for the CLECs with BellSouth?
A Mouthpiece for Supra?
Q For the CLECs, whatever CLECs you have as your --
A Yes.
Q In other words, if there is a problem that they are having, you would be the person that conveyed

it?

A I am their advocate.

Q You are their advocate?

A Yes.

Q What kind of system do you have for finding out what kind of problems a particular CLEC that you have in your --

A I'm sorry?

Q What kind of system do you have in place for helping the CLECs that are within your group?

A You need to be more specific, I guess.

Q Okay. Do you just basically respond when you get a phone call?

A I do that. I also try to stay in touch with them when there is not any issues to see if there is anything I can do. You know, so I am involved in the account.

Q Okay. If Supra had a problem that was very, very serious, would you have been aware of it? If they had tried to make somebody aware of it, would you be likely to have known about that?

A Yes. May not have been immediately, but I would have known.

Q Are you aware of Supra having problems with its relationship with BellSouth?
A Of course.
Q What kind of problems are you aware of?
A Well, I mean, there's typical issues about processing orders through the LCSC. That is one of the -- probably one of the main issues. And that is why we are trying to get everyone to use the OSS systems. You know, it eliminates the paperwork.
Q Who are you trying to get to use the OSS systems?
A People who are doing residential orders.
Q You are trying to get them to use the OSS systems?
A Uh-huh (positive response).
Q So, is it your belief that Supra wanted to use manual orders?
A No. They came to several training classes regarding LENS training to get them to use LENS.
Q Are you aware of Supra's complaints that they were being required to use manual processing of orders?
A I am not aware of that.

Q You are not aware of that?
A No.
Q Are you aware of any limitations in the LENS system?
A There are some limitations as far as numbers that you can, you know, issue at one time. I think like six numbers.
Q Are you aware of any other limitations in the LENS system?
A Not as far as doing residential services.
Q Why do you say that LENS is primarily the system for residential service?
A It's just primarily because the way the system is set up as far as processing the orders, most of your businesses probably have more than six lines. Primarily use is for residential service.
Q Is that because you can't get over six lines?
A Uh-huh (positive response).
Q So, you would only use it for residential because you can't use it for anything else?
A Right.
Q Okay. So, you are not familiar with Supra's

problems with the processing of orders wherein Supra believed that it was required to use manual orders?

A Say that again.

Q That wasn't very elegantly put.

Are you familiar with the concerns that Supra has had with being required to use manual submission of orders, local service hookups?

A I knew that there had been some problems as far as some things that I have heard and read where they had -- maybe some of the orders had been lost or misplaced and were asked to refax those orders.

Q Are you familiar with any other problems that Supra has had with BellSouth?

A I know I have pulled together several meetings regarding Collocation.

Q C-O-L-L-O-C-A-T-I-O-N.

A Talking about UNE which are among the network elements.

Q U-N-E-'s.

A I know I had two times Kay and people from his staff would come to Birmingham where we've spent the whole day with them talking about Collocation and UNE. Also Jerry Latham who is the UNE person through

Supra to even talk further about it I think earlier this month.

Q About unbundled network elements?

A Further define ways they can be used.

Q What are those issues that Supra has about the unbundled network elements?

A I wasn't involved in that meeting in Miami, but just the way that they could use those particular UNE, two wire, four wire, how can they use those UNE. So that is --

Q How can they use what they have already gotten?

A How can they -- how can they take advantage of the unbundled network elements, you know, as far as doing connectivity to the end user, maybe out to a resident's house or to a business. How can they use those and what type of provisioning.

Q Are you aware of the problems Supra experienced with its billing?

A Yes, ma'am.

Q What were the problems?

A I was not really involved. You know, I knew there was a problem.

Q How did you know there was a problem?
A I mean, because someone, Kay or someone called me. I don't remember who called.
Q The CLEC called?
A Yes, to let me know that they were experiencing problems with the billing. That time I got, you know, the proper people involved in trying to get the situation resolved, which would have been Ron Owen and I think Chris Walker was there originally before.
Q Who?
A Chris Walker.
Q Chris Walker?
A Chris Walker.
Q He was where before?
A He was -- Ron Owen took his place.
Q Okay. Same job. So, you hooked Supra up with Ron Owen and Chris Walker?
A We did some -- you know, I was involved in a lot of the research that went on with determining if those customers were Supra's or were they not Supra's.
Q You were involved in the research into the billing dispute?

A Yes. I was plugged into that situation.
Q And you did research?
A Well, I didn't do that much research, but I knew the outcome of the research. Cynthia Arrington did most of the research.
Q What was the outcome?
A That they had actually issued orders on -- I think there was 1,700 or so numbers that they were disputing that they set up, and we -- on the first 300 or so we looked at individually and realized that they had all been -- LSRs to switch their service. The next set came. I guess there was probably another 12 or 1300 more accounts, and I think Mark Kathy who is my AVP mentioned -- said we can't look at all of them, we will look at a sampling of them. And that was agreed upon. And the outcome of that was the same as the other 300 or so that they looked at, that they had been sent, an LSR had been sent for that end user.
Q An LSR had been sent for those --
A For those numbers.
Q -- lines?
A Uh-huh (positive response).
Q But was research done to find out if that --

those lines actually belonged to Supra at the time that they were being -- Supra was being billed for them?

A I don't know.

Q So, at some point in time it appears that those people had been customers of Supra?

A Right.

Q Is that what your understanding of the outcome was of the research?

A That's correct.

Q But you don't know of any investigation as to how long those people had been Supra's customers?

A No, ma'am.

Q All right. Are you familiar with Supra being interested in the resale of dark fiber?

A Yes.

Q From BellSouth?

A Yes.

Q Is that part of the Jerry Latham, that stuff?

A No. Jerry -- I think that would be out of -- that wouldn't be Jerry. That would just --

Q Have you passed along that concern?

A Uh-huh (positive response).
Q Who would that concern go to?
A I mean, I mentioned it to my sales manager and Mark Kathy.
Q Mike Wilburn?
A Yes, ma'am.
Q So, you have passed that on up the line?
A Right.
Q Were you aware that Supra was getting letters that were threatening to cut off their service because of their bill being overdue?
A Oh, yes, ma'am.
Q You were aware of that?
A Uh-huh (positive response).
Q Did you tell Supra to file a formal dispute of those billed numbers or billing numbers that they were disputing?
A It may have been Cynthia. I think someone -- Cynthia may have asked them to do that. If they were disputing anything, there is a dispute form that you fill out and send in to the LCSC.
Q But you didn't tell them to do that?
A Not to my knowledge.

Q Do you know whether she did?
A I don't know.
Q Okay. Did the fact that there was no formal dispute filed keep you from trying to advocate on that for them?
A Say that again, I'm sorry.
Q Did you respond to their concerns about those lines in spite of the fact that you are not aware of them having filed a formal billing dispute?
A I can't remember who asked them to send in a billing dispute. But I mean, that's just the process. If you are disputing anything, you fill out one of the dispute forms.
Q If you use LENS for residential, what system should a CLEC use for business?
A It depends on the type service. A lot of the orders come through the account team. Some of the more complex orders would come through Bob and myself. And there is a complex group of SD that work in our billing that those issues -- those orders would be issued through that group.
Q What about small business?
A Define small business.

Q Well, let me ask you. What does small business mean at BellSouth?
A To me, it's probably about eight lines and below.
Q Eight lines or less?
A I mean, that's just --
Q So, that's six to eight-line or seven and eight-line entity is not going to work with LENS?
A Not unless it's -- maybe if it's got one master billing number and all the other numbers are rolled up into it, it would probably work. If they just want to do a switch as is, they could probably use it for that.
Q Have you had training on filling out LSRs?
A No, ma'am.
Q Are you familiar with LSRs?
A Yes, ma'am.
Q How are you familiar with them?
A I see them. I mean, they don't come directly to me, but they're in the reseller's guide and on the Internet that's got step-by-step instructions on how to fill them out.
Q Have you ever filled one out?

A No, ma'am.
Q Are you familiar with Supra having problems trying to fill them out?
A Yes.
Q What problems did they have?
A Well, when they were in town on one occasion, Cynthia Arrington brought them over to the LCSC and sat down with them and went over how to fill them out, which is something that we don't typically do for everyone.
Q How many times did that happen?
A How many times did --
Q Yeah, how long of a meeting was that?
A I wasn't present at that meeting.
Q But you know there was one meeting?
A There was a meeting, an afternoon. I don't know really how long it was.
Q I have talked to so many people, I don't know if I asked you this yet or not. Did you ever get any training on EDI?
A You have asked me that.
Q I did, and you said no?
A I am familiar with it, but I never had any

formal training.

Q That's right. Okay. I'm sorry. I knew I probably had asked it, but I wasn't absolutely sure.

Your relationship with these CLECs that are in your -- what do you call it, account group?

A My module.

Q Your module. Another new term. Okay.

In your module, basically if somebody has a problem, they call you up. And then once in a while you check on them, is that basically how it's set up?

A Well, it's not that easy.

Q Okay. Well, tell me what happens.

A I mean, typically, you know, I will, depending on the, you know, the type, not the type customer, but if they're facility based or they are a reseller. I really have more contact more so with the facility based customers because there's a lot more complex things going on with the facility based customer more so than a resale customer. On the resale end, you know, once the customer is setup and they are doing business and everything is going, you know, smooth, I'm really not involved that much with that particular customer. But something like Kay's,

Mr. Ramos, Supra, you know, they are facility based customer, as well as a reseller. So, you know, they require more time than your typical reseller.

Q Were things running smooth with Supra?

A In which area?

Q Starting at the very beginning of their operation and going up to right now, has it been a smooth operation?

A I would not say it has been smooth.

Q Why would you say it hasn't been smooth?

A There's just been multiple issues. The -- all the orders turned in and they said that they weren't their customers and started -- you know, that kind of started the process, I guess. Well, we got LSRs for them. And so that started. Then immediately upon that, then it became billing, you know, collectables. So, you know, then it just kind of moved on since then. And I think, you know, that -- I don't know if that was ever resolved, but I think there had been -- you know, their access for accepting orders may have been denied at one time for non-payment. Then as our relationship grew, we got into more of a facility based, you know, how can I do

connections from your switch to my switch and things of that nature. So, you know, for the last two or three months, I have tried to handle the account as usual, like nothing is going on. I mean, that's just the way I am. That's my job, so --

Q Since the complaint is filed is what you are talking about?

A Yes. I mean, I -- like there is not a complaint. If I went down here today, I wouldn't -- you know, I think Kay would say that I have responded well to anything he has asked me to do.

Q Well, I don't think anybody is suggesting that you would have done anything different because a complaint is filed. I mean, certainly not.

Is it your view that Supra was happy with its situation with BellSouth?

A I don't think they were happy.

Q Were you aware that Supra was having critical problems trying to bill its customers?

A I didn't know how critical it was. I knew they had problems.

Q When did you know that?

A When they had -- in one of our meetings that

was on the agenda.

Q Which meeting, which period of time would that have been?

A I think that was the -- maybe the January meeting or January meeting with J.C. Bledsoe was involved, and we went over several issues on the billing. I got the agendas, but that was one of the concerns.

Q January '98, is that the first time you heard that they were having a hard time with their billing?

A No. I think we had a meeting actually in December of '97.

Q Did you hear anything from Supra in the fall, actually early fall about these issues about the billing problems that they were having in terms of trying to bill their customers?

A I don't recall.

Q You don't recall that?

A No.

Q Did you hear any of the problems about them trying to process the LSR and having problems with that back in the early fall?

A I knew that they were having problems with LSRs. We had -- that's why I -- they had so many people come through the training, through the LENS training. You know, I didn't know how big a problem they were having.

Q Did you recognize that they were complaining about their problems with EDI and LENS back in early fall of '97?

A I wasn't aware that they were complaining about LENS.

Q You didn't --

A Or EDI. I mean, we never got to the point of talking about EDI at that time.

Q Did you ever hear any complaints regarding interactions with Supra customers and BellSouth customer service representatives?

A No.

Q You never heard Supra indicate that it was having any kind of problems with the kinds of --

A Oh, I heard some allegations that -- I didn't hear it myself. I only heard what people from Supra said that they were hearing.

Q When did you hear that?

A I guess it would have been in the fall or October, November time frame probably.
Q What did you do when you heard those allegations?
A I asked if -- since it's really, I guess, a different group, I'm assuming you are talking about the business office for BellSouth?
Q Customer service reps.
A Talking about our group or BellSouth? I mean, there's more than one group.
Q When you say group, I don't know what you mean by group.
A I am talking about interconnection services, LCSC.
Q No. What I am talking about are Supra customers calling BellSouth customer service reps, residential customers calling the business office of BellSouth, those --
A Complaining about their service had been switched?
Q Or any other kind of complaint. What I am talking about, I am asking you were you aware that Supra was concerned?

A Yes, they had mentioned that to me.
Q And what did you do in response to their concerns?
A I had mentioned it to -- who did I -- I talked to someone regarding that, you know, what kind of control did we have over that particular area. And we escalated and said that, you know, that that person could lose their job. Next time get the person's name and, you know, we could take -- because they had no names of people when they called and said they allegedly said this and that. I said well, can you give me a name of that person? No. So, there isn't anything we can do without a name.
Q When you say you escalated, what does that mean?
A I spoke to my sales manager and Mark Kathy about it.
Q Do you remember what time frame that was?
A Whenever they called and asked me. I mean, whenever I was made aware of it. I didn't hesitate. I went ahead and took some action.
Q You don't remember when they called to make you aware of it?

A No, I don't.
Q Was it summer?
A It would have to be late summer, early fall, I would imagine, somewhere in that time frame.
Q Did you suggest or did you have meetings to try to figure out some strategy to determine whether those allegations were based in fact or had any basis?
A There was little that we could do without names of people that were allegedly making these statements, but there was something put out that said if these people make these kinds of statements, you know, they could lose their job, so --
Q Isn't it possible to make test calls?
A I don't know.
Q Do you remember Supra having problems with repair services that its customers were needing from BellSouth?
A Supra, the company itself, or their end users?
Q End users.
A No, ma'am.
Q You don't remember hearing anything about that?

A No.
Q Do you remember Supra being concerned that its customers would call 611 and those calls would go straight to BellSouth's center?
A I know that that's how it worked at the time.
Q You don't remember them complaining about that?
A No, ma'am.
Q Did you ever have a discussion with them about that?
A No, ma'am.
Q Did you ever ask them whether or not they wanted selective routing?
A I am not familiar with that.
Q You don't know what selective --
A Yeah, I know what selective routing is, but it's never been on any of the agendas or any of our meetings, so --
Q Did you ever hear Supra say that they were concerned about getting the daily usage file?
A I think I have sent that information to them.

Q Pardon?
A I have sent the O'Dell file, the daily usage file, I have sent that to them.
Q You have sent that to them?
A Yes, ma'am.
Q My understanding, and maybe I am totally crazy, but I believe this is an ongoing service that needs to be provided, the daily usage file. Do you know what that --
A Yes, it's a daily usage file. It gives you, you know, your calls for that day, and it's done, you know, it's the billing process.
Q You sent what to them?
A The applications they have to fill out and send back in. And --
Q When did you do that?
A Probably three or four weeks ago.
Q Three or four weeks ago?
A Uh-huh (positive response).
Q Do you remember when they first started complaining about that?
A When I sent it to them was the first time I was aware of it.

Q First time you were aware of it?
A Yes, ma'am.
Q You have said that you had three meetings I think with Supra?
A A minimum of three.
Q Minimum of three. Mr. Kathy's testimony sets a schedule of meetings. Let me see if I can get that because I need to know -- how many times did you actually visit Supra's premises?
A I have been there twice.
Q When were those times?
A Earlier this month, and the end of last month on an implementation visit.
Q When was that implementation visit?
A I think it's March the 22nd, 23rd and 24th, that time frame.
Q What was the purpose of that visit?
A To, you know, help them through their processes of sending in orders again because they had such turnover in personnel. A lot of people that had been through the LENS training, you know, the new people weren't familiar with it, so we -- that's something that we offer, you know, free of charge to

the CLEC, is to send them implementation team.

Q Is the implementation team supposed to help the CLEC learn how to do business with BellSouth?

A Yes, ma'am.

Q Why didn't the implementation visit happen back in July or August of '97?

A At that time I don't think the implementation team was around. It's kind of a new group. It's a five or six-week process in even getting them lined up to schedule.

Q So, BellSouth just didn't get around to doing that, is that what you are basically saying?

A Well, it would have been my job to do that, but they had had, you know, plenty of people through our training processes. They have been through more training than any of our other CLECs.

Q Why would that have been?

A I guess they had a turnover in their personnel.

Q So, your feeling is that they had a greater need for training?

A Well, I didn't feel like they needed training, but if they had people issuing orders, they

needed to come through the LENS, and there is an EDI, a LENS class, and also TAFI class, which lots of their people have been through those classes.

Q Did you ask Supra back in July or August or September, any of those times, whether they had the information they needed and things were going all right in all of the various areas that they were operating?

A Now, I furnished them with documents for when the training classes were, what the training classes involved, where they were, if there was a charge for them, you know, all of that information. Some of the training classes were in Birmingham, some were in Atlanta. They would have been the products and service training. They would have been to UNE training. They would have been to LENS training, TAFI training. And I am sure some of them have been in the EDI training as well.

Q Sure. Did you ask them back in July or August or September or any of the other months since then if they had what they needed to operate successfully?

A I think they would have brought that to my

attention if they needed it.

Q So your answer is no?

A No.

Q Is that right?

A Yes, no.

Q Okay.

A Because I was dealing with them on a daily basis answering their questions.

Q So, they were asking you a lot of questions? What were they asking you questions about?

A Several things. I mean, the UNE, the Collocation. You know, we talked briefly about their interconnection piece. When they got ready to get a switch, we needed to have a preplanning meeting. And, you know, to this time we have still not had the preplanning meeting.

Q Is there somebody else in BellSouth that would have been responsible to find out whether this new CLEC knew how to do its billing or to make sure that the information exchange was adequate?

A I know the format for the way they received their bill in our EDS group. I set up that meeting.

Q And who is that?

A That's J.C. Bledsoe. And he is the person that goes over with them, do you want your billing in paper, do you want a CD rom, do you want it on mag tape, you know, goes over all the different formats for them to receive their bill. We can, you know, do connect direct, if you want to have some kind of dedicated pipe to one of our billing areas. So that is, you know, J.C.'s expertise.

Q Do you keep a log of calls that you receive from CLEC?

A Uh-huh (positive response).

Q Do you have a log right now of all the calls that you received from Supra?

A Oh, yes.

Q You keep a log so -- and do you follow up on those calls to make sure that whatever the issue is has been resolved?

A Certainly.

Q I would like a late filed exhibit, please, that will show the log of calls regarding Supra.

A Now, when I tell you that, that is my -- when I get phone calls, I put them in a book. So you would have to look through stacks this much to pull

out the ones from Supra.

Q Well, all I want really is just the pages that shows the Supra calls.

A Well, I don't have them like that. I don't have them listed on a daily basis. I don't have them --

Q I mean, if you don't want to produce the whole thing, I was just trying to get an easier way to do it. What I want to know is whether you have a system to log in those calls. Now, the next thing that I would like to ask, is there a system by which you inform the people above you in the company of the problems that CLECs within your group are experiencing?

A Yes, we have.

Q What is that system?

A It's -- I am trying to think. Action items that we have on our -- one of our daily basis is action items.

Q What is an action item?

A Well, if a CLEC is having issues regarding certain things, we can log in for action items.

Q You log it in on a -- on what?

A Through our PC.
Q Who gets a copy of that?
A I guess Mike Wilburn would get a copy of that.
Q Your immediate supervisor?
A Uh-huh (positive response).
Q Where does he put those issues?
A I have no idea.
Q So, basically it's a communication from you to your supervisor?
A Yeah. We do a weekly, you know, accomplishments and things of that nature list.
Q List?
A Uh-huh (positive response).
Q If Supra -- first of all, am I correct that you are saying you are not aware that Supra was having a critical problem with processing LSRs; is that correct?
A I knew that they were having a problem. I wouldn't call it critical, but we had furnished them, you know, help in all those areas.
Q Back in August?
A Uh-huh (positive response).

Q So --
A And then they had continued to send people through the training classes.
Q Who do you refer CLECs to for training?
A One time I handled -- I set all that up, you know, the coordinating, getting them into classes, things of that nature, when I first started. Now, if a new CLEC came on board today, it would go through another group that helps get them through all the processes.
Q Who handles the actual training of CLECs?
A It depends on what they are training.
Q Do you recognize the name Shirley Chapman?
A Cheryl Chapman?
Q How do you spell that name?
A Chapman?
Q No, the first name. The Chapman part we've got okay.
A I think it's Cheryl, Cheryl Chapman. C-H-E-R-Y-L, I would think.
Q C-H-E-R-Y-L.
A Cheryl Chapman. No. Wait a minute now. Are we talking about the person who -- no, I am

thinking about Cheryl Story. I'm sorry. Chapman, she is in Atlanta. I don't remember her first name.

Q So you don't know if this is the person that handled training for the CLECs --

A Well, Cheryl Chapman, C-H-E-R-Y-L, Cheryl Chapman.

Q And she is in Atlanta?

A Uh-huh (positive response).

Q Okay.

A Cheryl Story is the one who teaches the LENS training class, so I got them confused.

Q She teaches -- Cheryl Story teaches the LENS?

A I think her first name is Cheryl. I know her last name is Story.

Q And Cheryl Chapman in Atlanta is -- what is her job?

A She helps coordinate the training, you know.

Q For CLECs?

A For CLECs.

Q Specifically for CLECs?

A Uh-huh (positive response).

Q And does she actually provide the training

or just coordinate?

A She coordinates.

Q So, she doesn't provide it, but if you were to ask someone in BellSouth what training is available for CLECs, is she the one that would know?

A Not anymore because she is at a different job now.

Q What job is she at now?

A I don't know.

Q Who is in that job now?

A I think Cornelius White is the person in that job. Now, I have -- you know, we, as the account team, you know, we have the brochures of the training and things of that nature, too.

Q Let me ask you. Is there any training provided to CLECs for billing?

A I think they do discuss that at one of the -- in the CLEC basic training there is a day dedicated to billing.

Q Is it one day?

A Uh-huh (positive response). I'm not really sure, but you could talk to Cornelius White or Cheryl Chapman.

Q Is there any other training for billing?
A There is a -- there is not -- there is a meeting set up how they're to receive the bill that I alluded to earlier.
Q Another meeting for how you want to receive your bill?
A Right.
Q Are you aware of this letter that was sent by Supra in November of 28 -- I mean, November 28 of '97?
A Yes, I'm aware of that.
Q You're aware of that letter?
A Uh-huh (positive response).
Q Would you characterize that as an indication that Supra was not happy?
A Yes. A lot of people mentioned on there are not part of the account team.
Q Well, the only person on here that is in the account team is you; is that right?
A I didn't see all the names on there.
Q Based on what I have learned today.
A That's correct.
Q Do you have any idea of why Supra would have

sent a letter like this?

A I have no idea. I know from my standpoint, I have done everything that I possibly can to help them.

Q But you said you went to see -- to their premises twice?

A Uh-huh (positive response).

Q Those both occurred in March and April of '98; is that right?

A That's correct.

Q So, it was not -- it's not considered a common practice to go to the CLEC's place of business?

A No.

Q Early on when they're first beginning their operations?

A Not necessarily.

Q If you receive a consistent number of complaints, is there any policy regarding how BellSouth responds to those issues?

A Just try and get them resolved, you know. I don't know that I understand your question.

Q What kind of follow-up are you supposed to do in the position that you are in to make sure that

issues get resolved?

A I talk to them on a continuous basis. I know so with Supra, I talked to them -- during that period we were talking at least once a day. He was beeping me two or three times a day. So, I was very responsive to his needs and tried to do everything I could to help him.

Q Which period of time is that?

A I guess that would be in the -- I guess November, December, January, that time frame.

Q Did it just start in November?

A I don't remember.

Q Was it possible that you had some of that in October or September?

A Not to my knowledge.

Q You don't believe so?

A I don't think so.

Q Why was Mr. Ramos beeping you two or three times a day?

A Just had questions.

Q Questions?

A Uh-huh (positive response).

Q Were these questions that he had any -- that

had any kind of legitimate basis to them?

A Some, yes. I mean, they were all legitimate questions. But, you know, some of them took more time to get answers to than just saying yes or no. I mean, it wasn't that type of simple question that he typically asked.

Q Once you referred Supra to other departments such as in the billing problem -- or let me switch that.

When you referred them to Cynthia Arrington and she had a meeting back in August to address the problems they were having filling out the LSRs and submitting LSRs, what kind of follow-up did you do to see if that problem was resolved?

A I mean, we talked on a continuous basis. You know, whether they were having problems still with that, I don't remember.

Q Is there ever any meeting that is held where you pull people from these various groups within the company that interact with the CLECs to evaluate how things are going?

A We have done that.

Q When?

A With this Collocation and unbundled network elements and all of these other issues, you know, we have had two or three meetings regarding those.
Q How about the billing problems?
A Billing problems were part of the agenda.
Q And when were these meetings held?
A Those are the ones that I alluded to earlier. I think one was in January -- I mean, December there was one.
Q One in December?
A Uh-huh (positive response).
Q Were there any of those meetings prior to that?
A Not to my knowledge.
Q Did you ever attend CLEC basic training?
A I have been to the one in Atlanta, yes.
Q So, you actually attended CLEC basic training?
A Yes.
Q There was a one-day discussion about billing?
A The one that I attended was -- wasn't actually CLEC basic training. It was like an assembly

of all -- you know, they directed billing and different areas that you had choice of going to these different areas.

Q Who was that directed to?

A It was to CLECs. I mean, it was for the CLECs.

Q When was that?

A This would have probably been maybe June or July.

Q I'm going to go out for a minute, go off the record.

(Off The Record)

Q I've just got a couple more things.

Are you familiar with the Supra having a problem trying to reserve blocks of phone numbers?

A No, ma'am, not exactly.

Q Are you familiar with them ever having such a problem?

A No, ma'am.

Q Do you remember -- do you recognize this as OAR-6? It's page two of ten. Do you remember receiving that?

A No, ma'am, I don't remember seeing it.

Q You don't remember -- you notice that that's addressed to --

A I see who it's addressed to.

Q You don't remember seeing it?

A But I don't remember seeing it.

Q So, you don't know anything about that problem?

A No, I don't.

Q What is your compensation structure? Are you basically on a commission basis?

A No. I'm on a base salary. I have some compensation tied into my base salary.

Q So you have base salary plus commission?

A I don't call it commission.

Q What do you call it?

A I call it compensation.

Q Is it commission, though? I mean, is that the idea?

A When I hear commission, I think you get paid on a dollar amount that you produce. That's not how ours is compensated.

Q How is yours --

A It's compensated for giving good customer

service, and obviously some revenue is tied to that.

Q The revenue would be --

A But revenue is not the sole provider of that compensation. It's got several things involved.

Q How are you evaluated?

A We are evaluated each quarter.

Q Each quarter?

A Uh-huh (positive response).

Q What are the bases for those evaluations?

A You know, we listed several objectives that we try to obtain. Some of it is providing customer service. Some of it is, you know, minute part of it is tied to revenue, trying to maybe get some of the CLECs to use some of our OSS system to alleviate some of the paperwork. So there's several issues, and I have always been over a hundred percent on my --

Q Is there any effort made to contact CLECs to gather data to evaluate you or anybody else that's doing your kind of job?

A Sure. We send out report cards.

Q Report cards. How often are they sent out?

A Twice a year.

Q Twice a year?

A Uh-huh (positive response).
Q And that offers the CLEC an opportunity to --
A To evaluate me.
Q How you have done?
A Well, it evaluates BellSouth. Not specifically towards me.
Q Do you remember Supra having problems paying its bill to BellSouth?
A Yes, ma'am.
Q During that period of time, do you remember ever hearing or conveying to Supra that the billing and collection department had referred to Supra as a fly-by-night company?
A That's not true.
Q That's not true?
A No.
Q You never heard that statement?
A No, ma'am.
Q And you never conveyed that statement?
A No, ma'am.
Q When you became aware that Supra was having a critical problem paying its bills to BellSouth, did

you inquire of Supra to try to find out what was going on?

A In what regard?

Q Meaning what was causing that situation to occur?

A Yes. I mean, we knew that they had all these 1,700 or so phone numbers that they said weren't their customers.

Q That BellSouth was billing them for?

A Yes.

Q And so y'all investigated that and determined that at some point in time those people were Supra customers?

A Exactly.

Q But you didn't determine whether the amounts being billed were appropriate or not?

A That wasn't my job.

Q Did anybody else do it?

A Oh, I'm sure they did.

Q They did?

A Yes.

Q Who would have done it?

A Ron, I guess Ron Owen's group or -- that's

the ones that we talked about previously. We didn't look at all 1,700 of them because we got it approved through Kay or someone else in his -- I don't remember who exactly it was to look at a sampling of those 12 or 1300 numbers that they said were not their customers, so --

Q Did you ever hear Supra complain about the problems it was having with the club billing format?

A Yes. That's, you know, again, as an account manager, I have to sometimes direct them to the right people to talk to. That would have been enhance billing service with J.C. on the format.

Q Did you ever follow-up to see if that problem had been resolved?

A I don't know the outcome of it at this time, no, I don't.

Q Did you ever ask Supra if the training it had received at this point is adequate?

A I don't know if I actually asked them that or not. We had, you know, talked about it.

Q At what point?

A I have got one of them -- you know, I think each one of the people fill out an evaluation form

after each of their training classes. I don't have that. You can get that information from Cheryl Chapman or Cornelius White. They probably have that on record, how each student evaluated that training.

Q Well, do you think that the fact that somebody evaluates a particular individual class as being a good class means or is the equivalent of saying that they have received as a company adequate training across the board?

A I would say yes.

MS. SUMMERLIN: That's all. Thank you.

MS. WHITE: Staff, do you have any questions?

MR. BOWMAN: No, we don't.

MS. WHITE: I have two.

EXAMINATION BY MS. WHITE:

Q One, can the ALECs use LENS for business customers of six lines or less?

A I think so.

Q And can you tell me -- give me an idea of how much time you have spent as an account manager with Supra compared to the other ALECs that are your accounts?

A I have spent more time with Supra than any of my other accounts as far as getting them trained, pulling together, you know, meetings, pulling into appropriate people, Collocation, the UNE's. I mentioned before we had two meetings dedicated exactly to that. And then, you know, we talked about billing. I have got the agendas of the three or four meetings that we have had. So I have spent more time with Supra than I have with any other of my CLECs.

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

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis Stephens Simpler,
Commissioner

COPY

BEFORE THE PUBLIC SERVICE COMMISSION

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.	Docket No. 980119-TP Filed: April 20, 1998

TELEPHONE DEPOSITION OF RAUL MENDOZA

April 29, 1998

Telephone Deposition of RAUL MENDOZA, a witness of lawful age, taken by Supra Telecommunications and Information Systems, Inc. for the purpose of discovery, for use at trial, or for any other purpose allowed under the Florida Rules of Civil Procedure and the Rules of the Florida Public Service Commission, pursuant to Notice heretofore served, before Amar Kredi, Registered Professional Reporter, Certified Shorthand Reporter and Notary Public in and for the State of Florida, at John J. Blue and Associates, 25 Southeast 2nd Avenue, Suite 1230, Miami, Florida, on Wednesday, April 29, 1998, commencing at 11:30 a.m. and ending at 11:45 a.m.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 26
COMPANY/ WITNESS: Mendoza
DATE: 4-30-98

APPEARANCES:

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PRESENT: Ms. Summerlin via telephone, Mr. Bowman and Ms. Keating via telephone, Mr. Hanna, Mr. Bradford Hamilton, the Court Reporter and the witness.

****

I-N-D-E-X

WITNESS	**DIRECT**	**CROSS**
Raul Mendoza	3	--

****

EXHIBITS

(None)

****

CERTIFIED QUESTIONS

(None)

MS. SUMMERLIN: Okay. This is Suzanne Summerlin representing Supra Telecommunications.

MR. BOWMAN: John Bowman representing Commission Staff.

MR. HANNA: George Hanna representing BellSouth Telecommunications.

MS. SUMMERLIN: George, we have the usually stipulations?

MR. HANNA: Yes, that's fine.

THEREUPON:

RAUL MENDOZA,

having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q. Okay. Mr. Mendoza, this is Suzanne Summerlin. I'm representing Supra Telecommunications and Information Systems, Inc. in this case, and I appreciate you showing up today for me to ask you just a few questions.

Are you there?

A. Yes, ma'am.

Q. Okay. You have to realize I can't tell if you're hearing what I'm saying if you don't say

anything. Okay?

A. Okay.

Q. Let me just ask you real quick: When did you start working with BellSouth?

A. I began in 1978, November of 1978.

Q. Okay. And have you been a service tech since then?

A. No, ma'am.

Q. Can you just give me a brief overview of what your experience has been at BellSouth?

A. When I started, I was an operator for approximately one year. I then went to the service reps for approximately another year. Then I went outside to the field.

Q. Okay. Into the service tech position?

A. Yes, ma'am.

Q. So you've been a service tech there for 18 years or so?

A. Approximately, yes.

Q. Okay. A long time person then.

A. Thank you.

Q. Let me just ask you a couple of questions here. Hang on one second.

Do you have a specific geographic area that you work in?

A. Yes, ma'am.

Q. What is your area?

A. It's called Canal. That's the central office, Canal.

Q. So that's your geographic area?

A. Basically, yes. Whenever there is the need to move me, they'll move me.

Q. But right now that's where you are?

A. Yes, ma'am, that's where I report to and I work every day.

Q. Okay. I'm assuming what your duties are as a service technician are to repair and service any customer that you're told to go and work for on a possible trouble?

A. Yes, ma'am.

Q. Okay. When you are given your repair calls, are you given calls that may come from customers of resellers with BellSouth local service?

A. Yes, ma'am.

Q. Okay. So you might go and repair a trouble for a BellSouth customer or a reseller of BellSouth?

A. Yes, ma'am.

Q. Okay. I just want to establish that you might do that.

Do you know if you've ever done any kind of repair work for a Supra customer?

A. Not to my knowledge.

Q. Is it possible, though, and you just wouldn't remember?

A. Yes, ma'am.

Q. Okay. Let me just ask you this: I've already asked a few questions of your colleague Mr. Cordobes, and he told me a little bit about what the general duties for a service tech are, so I'm not going to ask you all that.

But when you start out in the morning, you get a daily log. Is that right?

A. No, ma'am. Normally, we will get our first job, and then after the first one, we call in to the computer and it gives us the next one. We don't get a log in the morning. It's one-by-one.

Q. So you get just the first job in the morning?

A. Normally, it's just one. At times they may give us two.

Q. So you don't usually get a number of these calls that you have to exercise discretion on?

A. No, no, ma'am.

Q. Okay. They basically tell you this is

your next job, and you just need to go do that job?

A. Correct.

Q. Okay. When you have a particular trouble call, you get a trouble ticket. Is that right?

A. Now what we get is the report coming over our computers and we get a printout.

Q. Okay. Does it actually print something out?

A. When we ask for it. We have the printers in our truck. We just hook up the computer to the printer and it prints whatever the computer is telling us.

Q. Does that print out a piece of paper or is it just on a screen?

A. No, no. It's on the screen and then it will print it out on a piece of paper if we choose to do so. It's not necessary to get a print.

Q. Do you need to do that most of the time?

A. Yes. I would say yes nine times out of ten.

Q. Why would you choose to print it out on paper?

A. Just to maintain all the information and not have to be going to the car and looking on each individual screen. In this case we would have to go

screen-by-screen to get all the information out.

Q. If you print it out, you got it all in your hand and you can go and do what you need to do or whatever?

A. Yes, ma'am.

Q. Okay. When you get a job and you are, you know, getting ready to go do it, do you know immediately whether or not that's a reseller customer?

A. Yes, ma'am.

Q. Okay. And you know that because of that four letter code. Is that correct?

A. I haven't had one in awhile so I couldn't tell you exactly why. I can't remember. I'm sorry. There's something that would tell me.

Q. Okay. So if you go and try to do a trouble when you know that it's a reseller, a customer of a reseller of BellSouth local service, how do you handle that situation?

A. I would advise the customer that BellSouth is responsible to give them the service up to the D point, what's called the D point, and anything from there out we will repair at no rate or at no charge, but if the trouble is from that point in, then there possibly will be a charge.

Q. Okay. When you say "possibly," what do you mean by that?

A. It could be different. There's a charge for isolating the problem, there's a charge for actually fixing the problem; there's a charge just for determining whether the trouble is inside the house or outside the house.

Q. Okay. And what will determine whether they're charged?

A. I'm sorry. I didn't hear that.

Q. Okay. Let me just ask this: When you get there, how do you know whether the trouble is inside or outside?

A. What's called the D mark, the O and I, at that point BellSouth is responsible to give them dial tone to that point. If the trouble -- once I check that box, if I'm able to isolate or determine the trouble is inside the house, that's when they would be charged. If the trouble is still in our cable, that's something that I would have to fix no matter what.

Q. If you determine that it is inside or past the point of demarcation and you know that they're a reseller customer, what do you tell them then?

A. Whether it's a reseller or not makes no difference, if they don't have the maintenance plan. If they don't have the maintenance plan, they're charged just to tell them the trouble is inside. If it's a reseller, it's basically the same thing. They're going to be charged. You know, whether it's BellSouth or not, they're going to be charged just to determine the trouble is inside.

Q. Okay. If it's a reseller customer, do you know whether they have the inside wire maintenance plan?

A. No. They won't have it with BellSouth.

Q. Okay. Let me ask you this: When you go to do a trouble for a BellSouth customer, okay, and you print out the information off of the computer, does it tell you whether or not that customer for BellSouth paid for the inside wire maintenance plan?

A. Yes, ma'am.

Q. What else does it have on that trouble ticket for that BellSouth customer, what other information?

A. Well, name, address, the facilities, the plan, if it's a repair, the plan, the trouble that the customer is reporting, contact number.

Q. What would be different on a trouble

ticket for a customer of a reseller of BellSouth?

A. It would have all that other information, also.

Q. Okay. So if you were dealing with a reseller customer, would you know exactly the same information?

A. Yes, ma'am.

Q. Okay. You would know whether or not they are paying for an inside wire maintenance plan?

A. No, ma'am.

Q. You would not know that?

A. No.

Q. Would you know that for a BellSouth customer?

A. If it's indicated on the printout, yes. Yes, I would know it. It would say, you know, IP or maintenance plan.

Q. Let me clear this up for me. I'm sure that I don't understand.

If you go to do a trouble for a BellSouth customer and that customer paid for the inside wire maintenance plan, will you be told that on the trouble ticket?

A. Yes, ma'am.

Q. Okay. If you go to do the trouble for a

reseller customer and they are paying for an inside wire maintenance plan, will you be told that?

A. No, ma'am. They can't have the maintenance plan if it's a reseller with BellSouth.

Q. Does the trouble ticket reflect whether they're paying anybody for the inside wiring maintenance plan?

A. No, ma'am.

Q. So the trouble ticket doesn't tell you that at all?

A. No, ma'am.

Q. Okay. So in that sense the trouble ticket reflects different information for a reseller customer as opposed to a BellSouth customer?

MR. HANNA: Object to the form.

BY MS. SUMMERLIN:

Q. Is that correct?

MR. HANNA: You can answer the question.

A. I'm sorry. Does it have different information?

BY MS. SUMMERLIN:

Q. Let me ask you again. Maybe I didn't make it clear.

All I'm trying to figure out is whether

the trouble ticket that you get, you know, the information that you get when you get ready to go and do a repair call, whether that trouble ticket that you get has different information for a BellSouth customer than it has for the reseller customer.

A. No, ma'am. It has all the same information on both tickets. Whether it's BellSouth or a reseller, it will have the same information that I need to know.

Q. Okay. But for the reseller customer, if that reseller customer is paying the reseller for an inside wire maintenance plan, will that information show up on the trouble ticket?

A. No, ma'am.

Q. Okay. That's what I was trying to figure out.

Now, let's say that you have determined that the trouble is inside the unit, the house or whatever, and you know that it is a reseller customer, do you tell them?

A. At that point they have the option -- I give them an option. They'll either be charged for the visit, once I determine the trouble is inside, if they want me to isolate it, or if they want me to

fix it. There's three different prices.

Q. Okay.

A. It's their choice.

Q. You do nothing or you isolate it or you fix it. Is that right?

A. Whatever the customer asks me to do.

Q. Okay. But are you going to charge them for any of those options; I mean, for all three of those options?

A. For one of the three.

Q. Let me put it this way so that I can understand. Maybe I'm getting very confused.

Any work that you do for them on that inside wire problem, will you be required to charge them?

A. To give them a ticket, yes.

Q. Okay. If the individual was not home, would you be able to deal with an inside wire problem of any kind?

A. No, ma'am.

Q. Are there ever situations where you go and fix something and leave a trouble ticket behind or an invoice of some sort?

MR. HANNA: Object to the form.

A. Yes.

BY MS. SUMMERLIN:

Q. Okay. What kind of situations are those?

A. If I'm able to determine the trouble is inside the house and there's nobody home, I do leave them a ticket.

Q. Okay. You leave them a ticket that says what?

A. The trouble -- that the technician has determined that the trouble is inside the house, that the dial tone is making it to the house, the trouble is inside the house. And they have the option of then calling us again or having someone else fix it.

Q. Okay. What do you call that thing that you leave at the premises?

A. RF-141.

Q. It's a form RF-141?

A. Yes.

Q. Does that have the BellSouth logo on it?

A. Yes.

Q. Does it say on it anywhere BellSouth?

A. Yes.

Q. It does.

Okay. So if you're talking to a reseller customer and you determine that the trouble is

inside, am I correct that you tell the customer they must decide whether they are willing to pay to have it fixed or not before you will be able to fix it?

A. Yes, ma'am.

Q. Okay. Just hold on one minute. I may be almost completely through. One second.

Can you give me an example of the types of problems that might occur on an inside situation?

A. If the equipment might be defective, rain, water might be getting into the wiring and causing a short, any kind of construction work in the house a lot of times the wire is damaged.

Q. Okay.

A. Basically --

Q. You don't have any idea of how often the problem that you run into is an inside problem versus an outside problem? Is it just different all the time?

A. It's different all the time.

Q. I think that's all -- let me just ask you one more time.

You said that you don't get a daily log; you just get the next assignment?

A. Yes, ma'am.

Q. You said something about sometimes you

get two assignments maybe?

A. Yes, ma'am.

Q. Are these kinds of ways of assigning the jobs to the service techs, do they differ from central office to central office.

MR. HANNA: Object to the form.

A. I'm sorry. I don't understand the question.

BY MS. SUMMERLIN:

Q. Okay. What I mean is: Are there some service techs who may get a whole list of jobs and then they have to figure out which one to do first?

A. The company does that for us. They tell us where to go first.

MS. SUMMERLIN: All right. Well, I appreciate it very much, Mr. Mendoza.

Beth Keating is here for Staff. I don't know if you have any questions.

MS. KEATING: I don't have any questions.

MR. HANNA: I'm sorry. I didn't hear that.

MS. KEATING: We don't have any questions of Mr. Mendoza.

MR. HANNA: This is George Hanna.

I wanted to ask Suzanne again: For this witness, he has been subpoenaed for the hearing. Do you want him to come up for the hearing?

MS. SUMMERLIN: No.

MR. HANNA: So you're releasing him from his subpoena?

MS. SUMMERLIN: Yes, I'm releasing him from the subpoena. What we're going do is insert the deposition transcript into the record, so we don't need his appearance.

Okay. Thank you very much, Mr. Mendoza.

(Thereupon, the deposition was concluded at 11:45 a.m.)

READING AND SIGNING

I have read the above transcript, pages 1 through 18, and I find: (MARK ONE)

( ) The transcript is true, correct, and completely accurate.

( ) The transcript is true, correct, and accurate except as set forth in my List of Corrections attached hereto, citing page and line and reason for the correction, realizing that for this purpose I am still under oath.

_____ _____

(DATE) RAUL MENDOZA

**TO BE EXECUTED BY THE NOTARY
IF THE DEPONENT DOES NOT SIGN:**

I hereby certify that this deposition was submitted to the witness for reading and signing through notice to his attorney via on April 29, 1998, and that the witness did not sign this deposition because:

( ) Witness or attorney waived reading and signing by telephone.
( ) Witness read the deposition and witness or attorney waived signing by telephone.
( ) Witness refused to sign, giving the following reason:

( ) Neither the witness nor witness's attorney has responded to request to read and sign.

(Date)

Notary Public-State of Florida

CERTIFICATE OF OATH

STATE OF FLORIDA)
: ss.
COUNTY OF DADE)

I, the undersigned authority, certify that

RAUL MENDOZA

personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 29th day of April, 1998.

AMAR KREDI
Notary Public - State of Florida
My Commission No. CC553851
Expires: May 16, 2000

REPORTERS DEPOSITION CERTIFICATE

STATE OF FLORIDA)
: ss.
COUNTY OF DADE)

I, AMAR KREDI, Registered Professional Reporter, certify that I was authorized to and did stenographically report the foregoing deposition of

RAUL MENDOZA

that a review of the transcript was requested and made available to the deponent, and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 29th day of April, 1998.

AMAR KREDI
Registered Professional Reporter

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN RE:

Complaint of Supra Telecommunications and Information Systems, Inc., against BellSouth Telecommunications, Inc.

Docket Number: 980119-TP
Filed April 20, 1998

S T I P U L A T I O N

IT IS STIPULATED AND AGREED, by and between the parties through their respective counsel, that the telephonic deposition of:

RON OWEN,

may be taken before Phyllis Stephens Simpler, Commissioner and Notary Public, State at Large, at the Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, on the 27th day of April 1998, commencing at approximately 2:00 p.m.

ORIGINAL

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 27
COMPANY/ WITNESS: Owen/Supra
DATE: 4-30-98

IT IS FURTHER STIPULATED AND AGREED that the signature to and reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of Court relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the trial, or at the time said deposition is offered in evidence, or prior thereto.

* * * * *

A P P E A R A N C E S

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FOR FLORIDA PUBLIC SERVICE COMMISSION: (Not present)

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ALSO APPEARING:

Olukayode A. Ramos, Supra Telecommunications & Information Systems, Inc.

I N D E X

MS. SUMMERLIN: 6

I, Phyllis Stephens Simpler, a Court Reporter of Birmingham, Alabama, and a Notary Public for the State of Alabama at Large, acting as Commissioner, certify that on this date, pursuant to Rule 30 of the Alabama Rules of Civil Procedure and the foregoing stipulation of counsel, there came before me on the 27th day of April 1997, at the Law Offices of Bain & Associates, 875 Financial Center, 505 20th Street South, Birmingham, Alabama, commencing at approximately 2:00 p.m., RON OWEN, witness in the above cause, for oral examination, whereupon the following proceedings were had:

RON OWEN,

being first duly sworn, was examined and testified as follows:

MS. SUMMERLIN: Suzanne Summerlin representing Supra Telecommunications.

MS. WHITE: Nancy White representing BellSouth Telecommunications.

MS. SUMMERLIN: Nancy, we got the regular stipulations?

MS. WHITE: Yes, regular stipulations.

MS. SUMMERLIN: Beth or John?

MS. KEATING: Beth Keating appearing for Commission Staff.

EXAMINATION BY MS. SUMMERLIN:

Q Mr. Owen, I appreciate you coming this afternoon. I am Suzanne Summerlin representing Supra. I just want to ask you to start off with a little bit about your history at BellSouth. When did you first start working with BellSouth?

A July the 10th, 1978.

Q Been there a little while, haven't you?

A A little bit.

Q When you started there, what was the first position you had?

A I was a service order typist.

Q How long were you in that position?

A Different locations for nine years.

Q Then what did you do after that?

A I was a processing clerk.

Q Okay. How long were you in that position?

A About five years.

Q Okay. And what was your next position?

A Accounting specialist.

Q And how long were you --

A Roughly three years.
Q Okay. And what after that?
A Service rep a few months. Then I was promoted.
Q Okay. You didn't have to do that long. And then what did you do next?
A That's where I am now.
Q Okay. So you have been a service rep in the current situation for a few months?
A Yes. Then I was promoted to the supervisor over the reps.
Q Okay. So when did you start as the service rep?
A February 17th '97.
Q Okay. And when were you made supervisor?
A Permanently, December 1st '97.
Q Okay. So about four months or five months now?
A Uh-huh (positive response).
Q Okay. Where exactly is your current position?
A We moved Friday and today. We are in the process of moving from the 15th floor to the 12th

floor at 600 North 19th Street, Birmingham.

Q What specifically is the title that you have now?

A Billing manager.

Q Billing manager?

A Right.

Q And is this within the LCSC or is it within the same entity that the LCSC is in?

A Yes, it's within Interconnection Services.

Q So, it's not within the LCSC really?

A We were, and then it changed. We report to different people than the LCSC reports to.

Q Okay. That's the next question. Who is your boss?

A Susie Lavett.

Q Susie Lavett. What is her title?

A Operations director for local and access billing.

Q Okay. Local and access billing. Okay. And how many -- do you have any employees that you supervise?

A Yes.

Q How many?

A I have thirteen service reps and two clerks.
Q Okay. Two clerks. Okay. Exactly what do your service reps do that you supervise?
A We have two different work groups within there, and one work group is responsible for collection on accounts, and the other work group handles or processes investigation, dispute investigations.
Q Okay. So, one handles the regular collection on accounts?
A Uh-huh (positive response).
Q And the other gets involved if there is a dispute or problem?
A Yes.
Q So, in your -- you just basically operate as a supervisor making sure that both the groups are doing what they're supposed to be doing?
A Yes.
Q So, you would be aware of disputes that were raised about anybody's account; is that correct?
A Well, if they're escalated or something, then I hear about them. In other words, disputes come in with my name on them, but the clerks never bring

them to me.

Q If they can resolve them?

A Yes. They carry them to the rep that is assigned to that CLEC, and that's it.

Q Am I correct that everybody you are dealing with are CLEC people?

A Right.

Q Not anybody outside of that category?

A No.

Q They are all CLEC?

A Yes.

Q Now, are you familiar with Mr. Ramos?

A I have talked with him before.

Q On the phone?

A Yes.

Q You've never met personally, though. Mr. Ramos, Mr. Owen.

A No.

Q Are you familiar with the experience that Supra has had with BellSouth over the last few months operating as a CLEC?

A Well, like I say, most of it was when there has been some escalation or something, then I might

hear about, you know, what's going on as far as the collection.

Q Okay. When you -- when we talk about you being the billing manager, the type of billing we are talking about is going to be the conveying of information to the CLECs that they need to bill their people also; is that correct or not?

A Not exactly. I don't --

Q Okay. Well, explain exactly what kind of billing information is conveyed to CLECs by your department.

A Well, after the bill has been received and if they have a question about it, they would call in to my reps for clarification.

Q Okay. Your department or section doesn't send out the billing?

A No.

Q Okay. Who sends out the billing?

A That's customer billing services.

Q Okay. Customer billing services. So you -- your people only get involved when -- you are collecting the bill, that's basically what y'all do?

A Uh-huh (positive response).

Q You are the collection section. And if there is a dispute over a bill, you handle it?
A Yes.
Q Okay. It's customer billing section that sends out the billing information?
A Customer billing services.
Q Services. Okay. The only involvement, then, that you would have had with Supra is if there was a problem collecting Supra's bill?
A Right.
Q Are you aware of any issues that have related to that?
A Sometime back I remember probably when Mr. Ramos and I talked, there was some past due balances that were escalated to me. And I think that's, you know, probably when we had the opportunity to talk. But that's --
Q So you had a conversation or several conversations with him?
A I couldn't tell you if it was -- it's probably been more than one.
Q Okay. Several conversations maybe or more than one?

MS. WHITE: He didn't say several. He said more than one.

Q What I meant as opposed to one. I didn't mean to wrongly characterize what you were saying. More than one conversation, let me just put it that way. You don't remember exactly what time period that was, or do you?

A General time frame would probably be December through January.

Q December through January. Can you -- do you remember what that problem was exactly? Just Supra was late paying bills, is that BellSouth's view?

A That would normally be the reason why I would be involved, if it was escalated to me, a past due amount. That would have been the only reason I think that I would have placed the call, if I am the one that placed it. But I don't remember specifically, but basically that would be what I would be talking about.

Q So there were -- apparently there had to be some past due balances for you to be involved with this at all?

A Right.

Q To be involved with Supra in any kind of discussions?

A Right.

Q Do you have any idea about what led to those past due balances based on your interaction with the company?

A No. I think the first I knew about it there was -- I mean, the first time it was escalated to me, like I said, I was a relatively -- well, I was just new to being promoted, and I didn't handle -- as a rep, I did not handle collection of accounts. All I did was set up the master accounts for new customers or new CLECs. So the first time that I -- within probably a month after I was promoted, that was one of the escalated accounts for a past due balance.

Q Okay. Would your section have been involved in making calls to banks?

A Yes.

Q Based on CLEC past due amounts?

A Yes.

Q Are you familiar with somebody making a call to a bank regarding Supra's situation?

A Yes.

Q Who made those calls? Was there a particular rep assigned to Supra?
A Well, yes.
Q Who would that have been?
A I am not certain.
Q Or do you know? You don't remember?
A I have a responsibility list of who they are assigned, but I don't remember specifically. And the thing is is it might have changed since then because we are growing so fast, it's changing.
Q Did that service rep person that was assigned to Supra call the bank?
A Yes.
Q That's who it would have been? Would it have been a Patsy person, Patsy Shadrick or something?
A Not that I know of. Now, it's possible because after things have left me, in other words, the escalation process is that when the rep has failed to collect money, then it is escalated to me. And if I make a couple of phone calls and I don't get any response, then it's escalated to staff, and Patsy is the staff person.
Q She is staff, meaning above you or above

your section?

A Yes. Well, I -- yes.

Q You guys have an amazing structure there. So staff -- staff is somebody you would refer something that y'all couldn't resolve; is that right?

A Yes.

Q So, you don't know whether she got involved in this one or not?

A I am sure she did, but I don't know if she made any calls.

Q Okay. You don't remember or know who exactly made those calls?

A (Shaking in the negative). Not referring to checks.

Q Why would anybody have called the bank?

A Well, we have learned through -- since I guess the last four or five months, that it was to benefit us because we are not really the payment center. And there is several day's delay in the time that we receive a check or the time that a CLEC writes a check and the time that it's going to be withdrawn from their account. And we have learned, not necessarily from Supra, but from other CLECs, that

within that week or ten day's period of time that sometimes the money was not there. And so we have backed -- we had backed away from the collection process because we received a check, and then ten days later we find out that it was returned. So we just started that process basically on the accounts after they have been escalated to check, you know, to see if the money is there to save us time and save the CLEC money because they are going to be, you know, having to pay a penalty if it's returned.

Q When you say an account has been escalated, does that mean there is a dispute, is that what you are basically saying?

A It's past due.

Q It's past due and there is a dispute?

A Yes.

Q Have the people in your section ever received a bad check from Supra?

A Not that I know of.

Q Do you call the bank on every case?

A Escalated accounts.

Q On escalated accounts. How far past due does something have to be to be considered escalated?

A There is a rating system, but generally if it's thirty-one days past the due date, it is past due. So --

Q So, on any account that you would be dealing with that was thirty-one days past due that you received a check from the people, you would call the bank, is that --

A It depends on the rating. That is done by Interconnection Finance.

Q And who does that exactly in Interconnection Finance? Who is that?

A The name of the person?

Q Yes.

A Sandra Setty.

Q Sandra Setty?

A Right.

Q And is it correct that based on the fact that you were -- were you told to call the bank, is that --

A Well, let's see.

Q How does that work? I mean, when do you get the rating on the company?

A The rating is done on the company before

they are set up, before their master billing account is established. That is a financial report that is done by the finance department and Interconnection.

Q Okay. What does that consist of?

A I don't know all the details about that, but it has to do with the financial history of the companies.

Q The financial history. So, you don't -- you are saying you don't know what that's based on?

A No.

Q So, there is a rating given to a company, and then if a check is received and the account is past due, that all triggers somebody calling up the bank; is that right?

A Basically.

Q So, it doesn't have a thing to do with ever receiving a bad check from anybody in particular?

A No.

Q When was the first time a call was made to the bank on Supra?

A I don't know. It was most likely after it was escalated past -- above me.

Q Above you?

A Yes.
Q So, how past due was the bill at that point? You don't know?
A Probably -- there was probably sixty-day money, between sixty and ninety-day money.
Q What does that mean? You mean sixty to ninety days late, is that --
A Yes. I don't know that to be exact.
Q Okay. Have you had problems with other CLECs that are similar to what Supra experienced?
A I am not sure that I understand.
Q Well, have you had other CLECs that you had to call the bank on?
A Yes.
Q Have you been aware of the disputes that Supra had with -- on various points regarding the amount of their bill?
A Not a formal dispute that was in writing. I don't think I have seen one.
Q Did Cynthia Arrington ever have a conversation with you --
A Yes.
Q -- about Supra? What did she say?

A I -- she handles several accounts, and I do, too, but I don't remember what specifically might have been said.

Q Were you aware that Supra was disputing whether it should have to pay for a fairly substantial number of lines?

A I was aware that on -- that they were disputing or questioning -- I'll put it this way, it wasn't a dispute. I don't think it was a written dispute, but they were questioning as to whether or not they were supposed to pay a thirty-day minimum for customers. And that's -- that was one of the calls that I was involved in.

Q Okay. Were there any other aspects to their concerns with the bill that you're aware of?

A Not that I remember.

Q When you spoke with Cynthia Arrington, what was the purpose of that interaction?

A She would call me to see if they had paid their bill.

Q She would call you to see if they had paid their bill? Why would she do that?

A I don't know. Sometimes the CSM and account

team might be interested to know if their customers have paid their bill, and I don't know the reason, you know.

Q Is it their obligation to find out whether the bill has been paid?

A Well, sometimes that is a part of our escalation process, that we will contact them when the bill has not been paid to -- so that they will have the opportunity to help us collect the money. In other words, they have contact that we may not have.

Q With the companies?

A Right.

Q So, Cynthia Arrington may have called you to see if there had been an actual payment of the bill. Did she ever reflect to you that there were some issues that were outstanding?

A No.

Q Who would be responsible to resolve that kind of issue? If Supra raised an issue saying that there are some lines that were included in the bills that were sent by BellSouth to them, who would be responsible to resolve that issue?

A I think that's customer support. Cynthia.

Q Cynthia Arrington would be the appropriate person?

A I would think that they probably would have addressed that with her.

Q Okay. So, as far as you know, if anybody is going to deal with their problems, it would be Cynthia Arrington? I mean, who would you call if -- did you ever get a direct call from Supra regarding the efforts to collect past due amounts?

A I am sure that I did. I can't pinpoint a date.

Q Okay. But you had conversations with -- and you would have conversations with CLECs that were in that kind of a situation?

A Yes.

Q Okay. When you had those conversations and the CLECs would raise issues that they had, that they were concerned about in terms of hey, you billed me too much, that's why I am not going to pay it, what would you do when that happened?

A I guess the first thing I probably done would have been to ask them if they filled -- you know, filled out the formal dispute to dispute the

bill.

Q The formal --

A In other words, we're not going to investigate it until we get something in writing.

Q So they have to file a formal dispute?

A Right.

Q With BellSouth?

A Uh-huh (positive response).

Q Not with somebody else?

A No. With BellSouth.

Q Okay. Do you remember telling Mr. Ramos that he needed to do that?

A I don't recall that.

Q So, you don't recall whether you told him that he needed to file a formal dispute?

A I don't remember talking to him about a dispute at all, but --

Q Okay. Well, that's fair, if you didn't talk to him about a dispute at all.

If there was a dispute, what you have said earlier is that Cynthia Arrington would be the person who would have dealt with that?

A Well, if a person has a question about their

bill, they are going to call me, you know, or they are going to call the reps, who they really should be calling who was assigned their account.

Q The rep under you?

A Uh-huh (positive response).

Q And you don't remember the rep that was under you for Supra?

A No.

Q That's okay. I mean, I am just asking. So, if an issue came to your shop, the billing and collection, basically, shop, and you were told that the company had disputed its bill and that's why they weren't paying it, and it was building up over a period of time, your response to them would be file a formal dispute, file a written piece of paper that says you're disputing your bill; is that correct?

A If they have a dispute, you know, that is not correct charges, that would be my response.

Q Did you understand that Supra did have a dispute like that about this bill?

A A dispute about --

Q About the amount of the bill that they had been given by BellSouth, the bills that they received

from BellSouth.

A I don't know that they filed one with us.

Q Were you aware that they had a dispute about it?

A I was aware that they had questions about it.

Q When were you made aware of those questions?

A Probably in January, somewhere along there.

Q January '98? Who made you aware of it?

A I think I was on a conference call and -- that Mr. Ramos was on. I don't know who else was there.

Q That was the first time you were made aware of it?

A Yes. Patsy -- that's the first time I was aware that they had a dispute about --

Q The amounts?

A The amounts or concerned about why is my bill so large.

Q In other words, it wasn't they were just not paying their bill, it was that they actually had a dispute?

A Well, there was no formal dispute.

Q But the first time you were made aware that there was a problem or a question that they were raising was in January of '98?

A December, January time frame.

Q Okay. Who would have been the appropriate person to have instructed them from BellSouth to file a written dispute?

A The service rep.

Q Service rep. In this case, the service rep would have been the person under you, is that what you are saying?

A Uh-huh (positive response).

Q So, your department would have been responsible to tell them to do that?

A Well, my department would be responsible to tell them to do that if they called my department. If they called Cynthia, Cynthia would have been the one to tell them to do that.

Q So, it could have been either your shop or Cynthia?

A Right.

Q But theoretically, someone should have told them to file a written dispute if they had a problem?

A That's basically what we --
Q Once they file a written dispute, what would happen if they didn't do that, which apparently you are saying that you didn't get one, so --
A Well, I am not saying we didn't get one. I just haven't seen it.
Q Well, won't do much good if you haven't seen it probably.
A You know, the rep could have gotten one and handled it. So, you know, I didn't see the dispute. So, if there was one or a written one --
Q Okay. If a rep got one from a CLEC and the rep -- how would the rep resolve it?
A Depending on what they're disputing, but, you know, if in that case they are disputing why is my bill so large, then it would have to be more specific than that, you know, in what they're disputing.
Q If it were that there were certain lines that they believed they were being charged for that they shouldn't be charged for, who would resolve that?
A If they went through the billing group, which would be my reps, then the reps would be responsible for looking up those lines and telling --

you know, giving a response back to the dispute, what their findings were.

Q Okay.

A If they didn't go through the billing department, then it would have been --

Q Whoever got it?

A Yeah.

Q So, if Ms. Arrington got it, then it would have been her job to do it; is that right?

A Well, she basically should have said file a dispute. Now, what she did, I don't know. But --

Q But even if a dispute was filed, still somebody theoretically would have to look at what the person is --

A Yes, would have to look at those accounts that they're disputing. If they were just saying some of these lines are not mine, then that's no dispute. You have to be specific as to what lines.

Q But if they produced the list of the lines --

A Then somebody would --

Q Would have to check these?

A Yes.

Q And determine whether or not the period that they were being billed for was appropriate?
A Right.
Q In other words, whether those people were their customers or not?
A Right.
Q I mean, even -- obviously you mentioned earlier or alluded to this issue of charging an advance that Supra had an issue with that. Even if that issue had been raised, wouldn't somebody have to look at the lines to figure out what time period was applicable?
A Uh-huh (positive response).
Q And your people in your group can do that?
A Yes.
Q And do that?
A (Nodding in the affirmative).
Q Okay. But you don't know in this case whether they did or didn't?
A No, because I haven't seen the dispute. If, you know --
Q What if they --
A My understanding is that Cynthia handled a

lot of these things.

Q For Supra or for CLECs?

A For Supra.

Q For Supra?

A Specifically because that one is her account. I know that, you know, she was trying to be the support, you know, customer support representative and do what she could to find out, you know, to help them. If she found that -- and theoretically, if she were to find -- if she were doing this, and she were to find that there were some discrepancies, she might have said file a dispute. If she found that there were no discrepancies, she might have just replied there is no claim.

Q There is no question about access to information that would be a problem for you or for Ms. Arrington in terms of checking on this? I mean, it's not -- there isn't a particular section in the company that would have access to this type of information that would be superior to your group or to Ms. Arrington's group?

A We're the group that would have the information. The others would not.

Q Well, that's what I am trying to figure out. Let me ask you. Are you familiar enough to know whether BellSouth charged any late charges to Supra?

A Well, I am not aware of it as far as I haven't seen the bill is what I mean. But in theory, anything that is thirty-one days past due or -- is going to incur, the system generates a late payment charge.

Q How much is it for CLECs, do you know? Or is it a percentage?

A Yeah, a percent. It's different in different -- it's a tariff rate. I am not really sure.

Q For all CLECs?

A Yes.

Q What is Mr. Bledsoe's job?

A He is in a part of the customer billing services department, broken down into enhanced billing services, which would have to do with the other -- where the bills are generated.

Q Where they're generated?

A Yes.

Q And you are on the other end collecting?
A Yes.
Q I was just hoping that he was not in the same section you are in.
If y'all will give us just two minutes, let me go out with Mr. Ramos, I'll determine whether we have anything else to ask.
(Off The Record)
Q Mr. Owen, I have only got one final thing that I want to talk to you about just a minute. When your department determines that a CLEC has been late in paying the bill, at some point in time do y'all start threatening the CLEC with being cut off?
A No, not being disconnected. There is a procedure where in the escalation process we can say that, you know, the next step is that we discontinue the issuance of their service orders.
Q The processing of service orders?
A Right.
Q But you don't just -- you don't disconnect them at any point, you never threaten that at all?
A There has not been anyone disconnected for that. There was early on, and I don't know exactly

when the revision, there was supposed to have been a revision to the billing system, that was supposed to -- okay. There was a letter that the system generated that would tell the customer that, you know, give them a certain number of days and say that if the bill is not paid, then, you know, the discontinuance of service is a possibility. And I am not quoting the letter. I don't --

Q Okay.

A Okay. That system, the billing system that we are currently using is a system that BellSouth uses for their customers, and --

Q In-use customers?

A Yes. And that is what would happen to a BellSouth customer, an end user of BellSouth. However, that's not what we have been doing. We found out that the system was generating these letters. We thought we had it blocked for resale accounts. And then we found out sometime back in the fall or early fall that that letter had been going out to some people, and that is not what we intended to happen to resell accounts. So, they supposedly have gone in and edited the system to not generate that if it's a

resale account.

Q Do you know when that change took place?

A No.

Q Are you familiar with whether that letter -- those letters or that letter went out to Supra?

A I have no idea.

Q Is it likely that it did?

A It's likely.

Q Okay. So, the new approach to this is to tell the CLEC that you will stop processing orders?

A Right.

Q Are you aware of whether or not BellSouth actually did disconnect service?

A No, we haven't disconnected service to Supra.

Q But you have to some other CLECs?

A Yes, I think so.

Q Do you know if BellSouth did -- took any other measures against Supra related to its bill being late?

A No, not aware of anything else.

Q Who would be aware of that? Who would make the decision to block access to LENS for Supra?

A That's the same as issuing orders, you know. So, who makes the decision to do that?

Q Yes.

A Usually when the accounts have not been collected, you know, over -- and, you know, just depends on how many days past due it is, how much trouble you are having getting the money. If it's been escalated to a certain point, then, you know, then that is one of the items that's in the escalation procedure is to stop issuing orders. Well, that includes stopping the LENS process. Because if we are going to stop orders and don't stop them from issuing orders, it did very little good.

Q Okay. So, you didn't just say we are not going to process your orders, you, the company, took the action to cut them off from any possibility then?

A Uh-huh (positive response).

Q Are you aware if this did happen with Supra?

A I deal with so many. Yes, I am pretty sure it did.

Q Pretty sure it did. And as I was asking, whose decision would that be?

A It's usually the person above me.

Q Who is that?
A They'll tell me -- Well, that has changed in the last month.
Q Who was it?
A Okay. The person that makes that decision, ultimate decision is Lynn Smith.
Q Lynn?
A Uh-huh (positive response.)
Q Is that L-Y-N?
A L-Y-N-N.
Q Okay. Smith. Okay.
A That's the person who made the decision before April the 1st. Now I guess it would be Susie Lavett.
Q In other words, the person that you report to is the one that makes that decision?
A Yes.
Q So, if Supra was griping about its bill and Ms. Arrington received Supra's concerns about the bill but Ms. Arrington did not convey them to you or to your shop, you would have had no way of knowing about that; is that correct?
A Right. If she didn't convey them to us, we

didn't know it.

Q Okay. If they were conveyed to your shop, would you know about it?

A Most likely. But, you know, the first point of contact is a service rep. And if they can handle the situation, then that's their instruction to do that.

Q Well, how did Lynn Smith know to make this kind of decision?

A That would have been after the past due amount had been escalated from me to staff. And then when the staff finds out about it, she is the one that they report to, so --

Q How would Lynn Smith or the staff have known about the disputes that Supra had raised if you didn't know about them?

A Okay. Orders are not stopped because of a dispute. Orders are stopped because you can't collect the money. So, she didn't know that there were any disputes. She may or may not have known that there were any disputes. I didn't tell her, you know. So, the money -- the orders would have been stopped due to the bill not being paid.

Q Is there any interface between stopping access to LENS and stopping a processing of orders and resolving disputes about bills?
A If you have a formal dispute in writing in my office, then the amount of that dispute would have been omitted from what was being collected on. But, you know, what the amount that was --
Q In dispute?
A Yes.
Q But --
A But the CLEC has to provide that amount.
Q Okay.
A They have to give specifics about what they are disputing and the amount of money that they are disputing.
Q And who would have indicated to the CLEC that you needed to do that?
A To my knowledge, that's a package that goes out to them from the account team or from somebody when they first set up their account, that it has a form that is a billing adjustment request form is the formal process for filing a dispute.
Q If a memo is submitted with a list of lines

that are disputed, is that going to be something that would constitute a billing dispute?

A Well, it is a dispute depending on the rep who handles it because our procedures say that the form must be attached. So, the rep may require the form, and she may be kind that day and say okay, I'll process this dispute.

Q Okay.

MS. WHITE: Staff, do you have any questions?

MS. KEATING: No.

MS. WHITE: Thank you, Mr. Owen.

C E R T I F I C A T E

STATE OF ALABAMA)

JEFFERSON COUNTY)

I hereby certify that the above and foregoing matter was taken down by me in stenotype, and was thereto reduced to computer print under my supervision, and that the foregoing represents a true and correct transcript of said matter.

I further certify that I am neither of counsel nor of kin to the parties to the action, nor am I in anywise interested in the result of said cause.

Phyllis S. Simpler

Phyllis Stephens Simpler,
Commissioner

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980119-TP

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.
_____/

DEPOSITION OF: W. KEITH MILNER

TAKEN AT THE INSTANCE OF: Supra Telecommunications

DATE: Wednesday, April 22, 1998

TIME: Commenced at 11:50 a.m.
Concluded at 12:45 p.m.

LOCATION: 2540 Shumard Oak Boulevard
Room 362
Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL, RPR
Notary Public, State
of Florida at Large

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 28
COMPANY/ WITNESS: Milner / Supra
DATE: 4-30-98

ACCURATE STENOTYPE REPORTERS, INC.
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PROCEEDINGS

The following deposition of W. KEITH MILNER was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

MS. SUMMERLIN: Nancy, I guess we don't have to go through that drill every time, but the usual stipulations will apply?

MS. WHITE: That's fine.

I'm Nancy White, representing BellSouth Telecommunications.

MS. SUMMERLIN: I'm Suzanne Summerlin, representing Supra Telecommunications and Information Systems, Inc.

MR. BOWMAN: John Bowman on behalf of the Commission Staff.

Thereupon,

W. KEITH MILNER

was called as a witness and, having been first duly sworn, was examined and testified as follows:

/ / /

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q Good morning. I appreciate your coming this morning, Mr. Milner. It's your lucky break that you had the guy go before you that answered a lot of stuff. He did draw me a picture and tried to clarify what role you have in the company, and I won't guarantee that I documented it correctly, but apparently you're in the same general shop of BellSouth that Mr. Stacy is located in generally?

A I am. Not generally. I am, and I direct report to Mr. Stacy.

Q So he is your supervisor?

A He's my direct supervisor.

Q Let me just ask you for a minute what your background is. When did you start with BellSouth?

A I started with what is now BellSouth in 1970 in Charlotte, North Carolina, as a traffic engineer. Beyond that, I've been in many areas of planning and the operation of switching and transmission systems. I was in our training department for a while. I've been at our company headquarters, and was also in our international unit for a while and worked on the long distance side. So there are not too many arenas of network planning or

operations that I've not been involved in or touched on.

Q Are you an engineer?

A Not, I'm no. I'm not a professional engineer.

Q What is your educational background?

A I have an Associate of Business Administration degree and a Master of Business Administration from Georgia State University.

Q M.B.A., then?

A Yes.

Q Just clarify for me in general what your experience has been with Supra as opposed to what Mr. Stacy has testified to. I know that he is above you. I would assume that you have reported to him on various problems. Is that correct or not? I could be just making an assumption.

A No. Mr. Stacy, he is my boss, but in terms of our dealings with Supra, we have fairly distinct areas of responsibility. As you learned, Mr. Stacy, that part of his group handles systems requirements and interface requirements for those tools and systems that CLECs would use to order products and services from BellSouth. Most of my focus is in the area of really what happens to those orders and how they're

fulfilled, network interconnection, unbundling of network elements, things of that nature.

Q So you're familiar with BellSouth's policies on unbundled network elements, that entire arena?

A Yes.

Q Are you the most appropriate person to talk to, or is Mr. Finlen appropriate to talk on those subjects?

A Well, depending on the nature of the subject, maybe one or both of us. Mr. Finlen's expertise lies in the fact that he negotiated the interconnection agreement between BellSouth and Supra. I was not party to those negotiations. However, my job responsibilities include policy setting, analysis of alternatives, and such as that on behalf of BellSouth.

Q Is it BellSouth's position that Dark Fiber is not an unbundled network element?

MS. WHITE: Excuse me. I'm going to object to the extent that that issue was stricken from this proceeding by the prehearing officer. I understand that that is on reconsideration, so therefore I will allow the witness to answer the question. However, if the

full Commission denies your motion for reconsideration, I will ask that it be stricken from the deposition.

MS. SUMMERLIN: Fine. You can answer the question.

THE WITNESS: Would you repeat the question for me, please?

BY MS. SUMMERLIN:

Q The question was, is it BellSouth's position that Dark Fiber is not an unbundled network element?

A Yes, that's our position.

Q Can you tell me the basis for that position?

A Yes. Dark Fiber is like many other parts of the network that are used to build various services, retail services, which Dark Fiber is not. However, the big distinction is that Dark Fiber, as the name implies, has no functionality that can be directly built into a network service. It's not attached to anything. It has no electronics on the end. It's little more than a glass -- a fiber optic cable that has been installed, but has no other functionality than that.

Q Is it true that all that it would take to

change it to something like that is to hook it up to the appropriate electronics?

A Well, when you say all that it would take, that's a pretty major undertaking to extend fiber to a given location and to add electronics to it. So it's not a minor undertaking, and it's not an inexpensive undertaking.

Q Is this BellSouth's position in all the other eight states?

A It was our position in all nine states during the arbitration process. Some state commissions ruled that it was an unbundled network element. Others, such as Florida, have ruled that it was not.

Q What states have ruled that it is an unbundled network element?

A I'm sorry. I don't recall all that decided one way or the other. I do recall that -- I believe five states ruled that it was not. I might have these numbers reversed. It was five and four. Five ruled one way, and four ruled a different way.

Q So four states do believe that it's an unbundled network element, or at least approximately four?

A Either four or five, yes.

Q So I don't need to pull out the South Carolina thing that lists Dark Fiber as an unbundled network element, then. That's what I was going to do, and I don't need to do that.

Okay. Let me ask you a couple of things here. A lot of the things that I needed to get I got from Mr. Stacy, but there are a number of things that you may be more expert on. As far as the billing stuff, that is not something that you're concerned with?

A Generally not, no. Mr. Scollard would be the right witness to do that.

Q All right. I won't harass you with stuff that you're not here for.

Okay. On page 2 of your rebuttal testimony, lines 22 through 25, you refer to Mr. Reinke's testimony, where he discussed service outages for Supra. On line 22, you say the source of the problem for this particular disconnection was human error by the BellSouth service representative. So you all are basically admitting that it was BellSouth's problem on that --

A I say that on line 20, yes.

Q On page 3, you discuss another outage on November 13th. Am I correct that you're basically

saying that it's BellSouth's responsibility, that particular outage?

A No, I'm not saying that at all. I'm saying that it's possible. Common equipment, as we use the term, serves many or sometimes all the customers in a given central office. So if you have a failure of common equipment, it may involve all the customers, or it may not. I merely point out that there was that incident on November 14. Since Mr. Reinke didn't provide a whole lot of detail about the outage, we searched to see what might have been a contributing factor.

So I would say it's inconclusive whether that was the cause of any problem that Supra encountered on November 13. This was the day after. It may have or it may not have. But that was all we were able to find in our records.

I would also note, as I do there on line 9 of page 3, that this was a problem of Supra's telephone service as far as we can tell, and not of any of Supra's end user customers.

Q Did BellSouth make any refund to Supra for those outages?

A I don't know. Mr. Carnes would be able to answer that question.

Q Okay. On page 4, lines 23 through 25, and then going over to page 5, you discuss Mr. Reinke's testimony and the exhibit that he had, the letter that was written by Philippos Chari of Supra, and you state there that BellSouth admits that it received a facsimile on October 31. Is that correct, that date? In the next couple of sentences you say something about asked Supra to fax the orders again, which Supra did on October 13th.

A Oh.

Q I'm thinking that was maybe supposed to be the 13th, that first one.

A That may be. I'll have to check that, and I will.

Q I was just confused about that.

A Well, despite -- that appears to be just a typographical error. But we admit that we got a facsimile on the date that Mr. Reinke notes and simply asked that Supra fax that order again.

Q Now, how long did it take to finalize that scenario? Basically what you say here in lines 4 and 5, it says, "The orders were again returned to Supra on December 8, 1997, because of incomplete and inaccurate information."

A Uh-huh.

Q So is it BellSouth's position that the reason for all this delay was Supra having inaccurate information?

A That's certainly at least part of the problem, yes. The information that I pulled together showed that the orders were returned to Supra several times for clarification as to what Supra really wanted to do with these. I believe that my understanding, or what I concluded I guess from what I read was that Supra later decided that it did not want to order these facilities and didn't pursue it any further.

Q Is this the common procedure for this type of order for these types of lines, to fax things back and forth? Does BellSouth normally do it that way? I mean, they don't make phone calls and find out what the situation is when you have missing faxed orders?

A A combination of both. It would depend on the nature of the question as to where the facility was to be located.

I might point out that we're into a new arena here. We appear to be talking about interconnection facilities that Supra wants to use for itself to provide service over rather than a resale of DS-1 service, which we call MegaLink, for example, in some other service markets.

No, it's not at all unusual for information to be faxed back and forth as it's worked through as to how it's going to work and what it was that Supra really wanted.

Q On page 5, lower down on page 5, you start your rebuttal to Mr. Hamilton's testimony, and at line 22 you have a question regarding Mr. Hamilton's statements that when the Supra customer dials 611 for repair, he is connected to BellSouth's repair office. Would you just respond to that cluster of issues that Supra has raised? I can be more specific if you like. First, what is BellSouth's view of the way this arrangement was supposed to work?

A Well, my view of the understanding, notwithstanding what Mr. Hamilton thought or didn't, would be what's in the interconnection agreement between the two companies.

Q And are you familiar with it enough to know what the understanding was?

A Yes, I believe I am.

Q From BellSouth's point of view?

A Certainly.

Q Can you tell me what that is?

A Yes. The interconnection agreement talks about handling of -- it speaks in two or three places

about the proper handling of calls to repair service, and it says that ordinarily Supra's end user customer that encountered a problem would call Supra first. Supra then would make a determination as to whether to refer that trouble to BellSouth or not.

For example, I might be a Supra customer and call Supra and say, "I don't have a dial tone, and that's a problem," and Supra may say, "You may not have a dial tone because you haven't paid your phone bill in a few months and we've disconnected you," and would not refer that trouble on to BellSouth. In another case, Supra might examine the details and determine that it was appropriate.

However, in either event, Supra's customers generally would call a separate telephone number than 611. And I say ordinarily to mean that unless Supra has made some other arrangement with BellSouth to identify calls from Supra's customers who dial 611, those calls would ordinarily be sent to BellSouth's repair platform.

So unless Supra has made arrangements to have those calls handled differently, then those calls will arrive at BellSouth's repair platform. That is, an end user customer of Supra would dial 611 and would reach the BellSouth repair platform. The BellSouth

repair attendant would ask some questions of the caller and would determine very early in the process that that was not a BellSouth end user customer, but rather a Supra customer, and would tell that customer, "You need to contact your own service provider, and if you don't have the number, here it is."

Q How early in the process would the BellSouth person determine that?

A As soon as the calling customer gives the telephone number to --

Q And they bring it up on the --

A They bring it up on the screen, and it will say this is not a BellSouth account, refer them. And if you've ever called repair, you'll know that the very first question that's asked is --

Q What's your phone number?

A What telephone number are you reporting?

Q So theoretically, there would not be any need for any further discussion. It would simply be, "Call Supra"?

A That's correct.

Q Are you familiar enough with the interconnection agreement to tell me where it precisely clears up this issue?

A Yes, I believe I can. Now, so far as we're

talking about -- there's another issue, this whole selective routing issue that we can talk about separately.

Q And I want to get to that. I'm just trying to get what BellSouth's position is on where the language is that clears this problem up.

A I brought a copy and loaned my copy to Mr. Stacy -- no, here it is, the resale agreement.

Q Okay. Let me make sure I have that.

A And this is within the entire interconnection agreement. I believe this is --

Q Attachment 1?

A That sounds right.

Q That I'm missing.

A Yes, it is Attachment 1.

Q All right.

A And beginning on page 5 is Roman numeral V, which begins a discussion of maintenance of services, and the first reference says that reseller will adopt and adhere to the standards contained in the applicable BellSouth work center interface agreement regarding maintenance and installation of service. There are some other points in Roman numeral V that bear on it, but that's the biggest one.

Q Can I look at your copy? We've taken the

resale agreement out of the ones that we have.

A Certainly.

Q And I apologize, because I wasn't listening carefully enough to what you said.

A (Tendering document.)

Q Okay. Under Roman numeral V is what you were pointing to?

A Yes.

Q Maintenance of services, paragraph A, reseller will adopt and adhere to the standards contained in the applicable BellSouth work center interface agreement regarding maintenance and installation of service. That is where this issue is cleared up?

A Well, if you look --

Q Okay. Let me let you finish.

A That points to this interface agreement. Here's a copy.

Q Is that part of the interconnection agreement?

A By reference it is. On page 10 it says, "On misdirected calls, BellSouth shall advise end users to contact their local service provider and will provide the end user with the local service provider contact number." So I think it's fairly clear as to

what BellSouth's obligation is and what our understanding of how we handle what we call misdirected calls, that is, calls to 611 from Supra customers who dial 611, and where Supra has not requested and been provided selective routing to handle those calls otherwise.

Q Okay. So basically BellSouth's interpretation is that this issue was not addressed; it's just simply that these are misdirected calls?

A No. I think they're very clearly addressed. It says --

Q Well, what I mean is that there was no discussion specifically about BellSouth getting repair calls in the agreement.

A No, I don't agree with that at all.

Q Okay. I'm sorry. Let me let you answer.

A The agreement points to these work instructions, and the work instructions say precisely how the BellSouth technician should respond upon receiving misdirected calls.

Q So your suggestion to Supra, I'm interpreting from your earlier answer, is that Supra was supposed to ask for selective routing; is that correct?

A If they --

Q Or would you explain selective routing?

A Certainly.

Q Let me just let you do that.

A Well, first of all, whether Supra wants to use selective routing or not is Supra's decision. But selective routing allows calls such as 611 calls to be directed to the platform of the service provider's choice.

In this case, a Supra end user customer dials 611. The selective routing functionality -- and it has gone by a number of other names as well, but it allows the BellSouth switch to determine whose end user customer is making that call, whether it's a BellSouth end user customer or Supra's, or some other CLEC's potentially, and then to determine how Supra wanted that call handled. And that could be to send that call to BellSouth's maintenance platform, but have those calls branded as Supra's own; send it to Supra's own answering bureau, where they will treat the calls however; or to even send it to a third party's repair bureau to have those calls handled on an agency basis for Supra.

So selective routing is the alternative. If Supra, for example, wants its customers to dial the same digits as BellSouth's customers dial but

reach different platforms, then selective routing is the means by which that's accomplished, and is also useful for operator services and directory assistance services as well.

Q So BellSouth has the capability to deflect, or whatever you want to call it, calls by Supra people to 611 to Supra by the selective routing?

A Yes.

Q What kind of charge does BellSouth apply for that?

A I don't know. I'm not in that end of the business, so I don't know the prices that are charged.

Q Do you know if there was any discussion between Supra and BellSouth or any of the people under you regarding this issue?

A I don't know whether there was or not. The language appears in the interconnection agreement that Supra signed, so I presume that it was discussed.

Q The language you referred to a little while ago?

A There's a discussion of selective routing in the interface agreement. I'll point you to it if you would like to see it.

Q The interface agreement, is that included in the interconnection agreement, or is that something

you have to go and look for somewhere else?

A That's not in the interconnection agreement, but is referenced directly by the interconnection agreement.

Q Is there another witness today that will be more knowledgeable about this particular question in terms of what actual discussion may have gone on between Supra and BellSouth?

A I would presume that Mr. Finlen would know the details of particular negotiations. But again, the outcome of those negotiations is obviously codified in the interconnection agreement, and there are at least four references in the interconnection agreement to selective routing. So if Supra signed the interconnection agreement, I would presume that they understood those provisions.

Q All right. You were here for Mr. Stacy's deposition.

A Yes.

Q Did you hear any discussion about the process involved in BellSouth signing up a very large customer with 50 lines or more?

A Yes.

Q And he mentioned the three visits, or two or three visits to negotiate that kind of a contract

with a big customer. Do you remember that?

A Vaguely.

Q He was just describing the process that BellSouth would go through to sign up somebody that's a very large customer.

If a customer wants to hook up a DS-1 and a DS-3 facility, is that something that would be considered under that same kind of -- BellSouth big business, or what is that? BBS, whatever that stands for.

A Yes. Well, DS-1 services are used by small businesses and by large businesses as well. I don't think there's a tariff prohibition that a residential customer couldn't purchase a DS-1 facility as well. So it's the nature of the service that causes it to be negotiated in a certain way with the customer. All DS-1 services are complex services and would have a lot of interaction between the end user customer and the service provider as to what was wanted, how it would be used, where it would be located, things of that nature.

Q Would that usually entail some kind of on-site visit for that kind of service?

A It could.

Q Are you familiar with whether or not that

happened in Supra's request for the DS-1 and DS-3 services that we were talking about earlier?

A I don't know whether it was or was not. It appears from the notes that I read that there was not an on-site visit made. But BellSouth provisions literally thousands of DS-1 facilities without incident, so certainly the methods and procedures are pretty well understood.

MS. SUMMERLIN: Well, I'm not going to ask you anything about billing. And if you'll give me a minute, I will be able to tell you how much more I've got.

If you'll give me two seconds, I'll be right back, and I may be through soon.

(Short recess.)

BY MS. SUMMERLIN:

Q I've only got two or three more little questions here, so it won't be much more at all.

On page 3 of your direct testimony, you state at lines 12 through 15 that the vast majority of issues raised by Supra are completely without merit or are problems that were encountered early on and that have long since been resolved by BellSouth. What I would like to ask you is, is it your testimony that there haven't been any problems that Supra can

legitimately raise with BellSouth?

A No, and that's not what that sentence says.

Q Okay. Would you explain what you mean?

A For example, I've said in several cases that BellSouth has admitted its part to certain problems, and I've tried to put those in the context of the total number of orders that Supra has placed with BellSouth, such that there's not an opinion that that is necessarily characteristic of BellSouth's response to all of Supra's requests.

Where BellSouth has admitted its part, it has also gone back and looked very carefully at the processes and procedures that were used that caused that problem and have in all cases made process changes such that that probably won't occur again.

For example, there was a considerable amount of discussion in Supra's testimony about faxes being lost within BellSouth. And Mr. Stacy pointed out, as I do in my testimony, about BellSouth's having installed a fax server to address that very problem.

So I would say there are two points. One, some of Supra's comments I believe stemmed -- and this is my opinion, that in some cases, for example, the selective routing that we just discussed, that Supra may not have known exactly what was required to have

calls delivered in a certain fashion. Nonetheless, BellSouth routed those calls appropriately.

BellSouth has admitted its part in certain cases and has taken action to prevent recurrences.

Q BellSouth routed those calls appropriately how?

A Supra does not use selective routing. If Supra's end user customers dialed 611, those calls were sent to a BellSouth repair service platform. That's appropriate routing for those calls.

Q They were not sent to Supra's repair office?

A They should not have been sent to Supra's repair service platform.

Q And you're not aware whether anybody at BellSouth attempted to resolve Supra's concern about that issue?

A Well, the first I heard of this -- and let me also say that I have been very close to the selective routing issue since early in 1996, and I am personally aware of just about all requests from all CLECs for selective routing. I talk to the product manager and project manager on a very regular basis. There is no record that we've been able to discover of Supra's having requested selective routing. The first

time I heard about Supra being interested in selective routing was in the course of these proceedings.

Q Would the account team -- I don't know if it's called the account team or the implementation team that Wayne Carnes is in charge of. Would they have communication with your office and with you?

A I believe that if a CLEC had a request for selective routing, I believe the account team would have contacted me, yes.

Q Okay. I asked Mr. Stacy earlier, and he said no to this. Has anybody in BellSouth's operation, any customer service representative or anybody above that level ever stated to you that they were telling Supra not to use EDI, but to fax orders and use manual orders as opposed to the electronic --

A No. I have not heard that, and I would be surprised to hear that.

Q Have you ever gone down and talked to any of those kind of people that do that kind of work to try to find out whether that's happening, or have you ever heard that it was happening?

A First of all, I've never heard that it was happening.

Second, like Mr. Stacy, I'm in the Local Carrier Service Center fairly often. If that were a

business practice, I believe that I would have heard about it.

Q Were you aware that Supra was complaining about this?

A In the course of preparing testimony in this proceeding, I became aware of Supra's understanding of how they could use either the electronic versions or manual faxing of orders, but not prior to that.

Q If Supra was making these concerns known to the implementation team back when they started operation and in the early months of operation, should you have heard about it?

A Ordinarily I may not have, no.

Q Why would you not have heard about it?

A Because there are a number of account teams. Those account teams deal with CLEC customers face to face and on the telephone on a daily basis. That's the appropriate interface between BellSouth and Supra and between BellSouth and other CLECs. The appropriate interface is not between me and a CLEC.

Q But would it be appropriate for your operation or the people that you supervise to be made aware of those kind of concerns if Supra had been making them?

A If there was a systematic problem in the handling of CLEC orders, then the answer would be yes. But I was not made aware of any such problem.

Q In your -- I think it's your direct testimony. Yes. In your direct testimony on page 9, you refer to an analysis of BellSouth's performance to Supra for the months of November, December, and January '98. You did not attach that to your testimony. Can you provide that to me as a late-filed exhibit, please?

A Yes.

Q Can you describe for me exactly what kind of analysis was done here, what kind of inputs and where they came from?

A Yes, I certainly can. Mr. Stacy is the expert on performance measurements, and he can describe them all in detail, but I can tell you that there are a number of categories of measurement.

For example, in the provisioning activities, BellSouth accumulates information that shows, for example, how many provisioning appointments were met successfully for maintenance, how many repair appointments were met on time, the average duration of an outage in hours, that is, the average time that a given customer's or on average that customer's lines

were out of service.

So we gather a lot of information, and then we compare BellSouth's performance to its CLEC customers with BellSouth's performance to its end user customers as well. For example, percent provisioning appointments met for CLECs can be readily compared to BellSouth's performance to its retail customers for on-time provisioning appointments and for maintenance as well. So those are all available under the general heading of performance measurements that BellSouth accumulates.

Q Where would this data have come from to create this analysis?

A Well, the counts are counts of -- it comes from various systems within BellSouth. For example, the provisioning information mostly comes from the provisioning systems, that is, counts of orders, counts of items on those orders, and then indicators as to whether the appointment was met or not. And then those are all grossed up to the state level and to the regional level.

MS. SUMMERLIN: We'll get that as Late-filed Exhibit 1.

(Late-filed Exhibit 1 identified.)

BY MR. SUMMERLIN:

Q Just hang on one second. I may be close to being through here.

On page 12 of your rebuttal testimony, you are talking at lines 5 through 14 regarding Mr. Hamilton's assertion that BellSouth is using a campaign or coaching people to call Supra and say, "Who will repair my phone?" And I guess what I want to ask you is, is it your testimony that it's appropriate for the BellSouth people to tell somebody that calls up that says they're a Supra customer that they should call Supra and ask who will repair their phone?

A No, I'm not saying that at all. I'm saying that every end user customer, I, you, and everyone in this room, has a right to know who will repair their phone if it's broken, by any service provider. If I were considering changing my service from BellSouth to another service provider, I think I would want to know who would fix it if it broke, whether it was that service provider or someone they had contracted with.

Q Isn't it true that BellSouth's repair people are the ones that will fix the phone for Supra's customers in this resale contract?

A In the resale environment, yes, that's true.

Q Isn't it true that BellSouth knows that Supra is a reseller that they have a contract with?

MS. WHITE: BellSouth, the company?

MS. SUMMERLIN: The company, BellSouth as a company knows that it has resale agreement with Supra.

A Yes.

Q And that BellSouth has contracted to provide repair services for Supra; is that correct?

A That's correct.

Q Isn't it true that it's appropriate for a customer service representative who receives a call from somebody who says they're a Supra customer who has a repair problem to be told that Supra is a reseller and you need to call them, but your phone will be fixed by BellSouth or BellSouth's repair people? I mean, if -- strike that question. I'm sorry. That's totally tortured to death. I admit that that was tortured.

Isn't it appropriate for the BellSouth people not to say to a Supra customer, "Who's going to fix your phone?" when BellSouth's customer service representative knows exactly who's going to fix the phone?

A You'll need to help me with your question.

Who is asking the question of whom?

Q Let me try one more time. If a Supra customer calls a BellSouth repair office, dials 611 and gets a BellSouth repair person, is it appropriate for BellSouth, in light of the fact that it has an agreement with Supra to provide repair services, to tell that person to call Supra and ask who is going to repair their phone?

A I think it's entirely appropriate for the BellSouth repair attendant who receives that misdirected call to tell that customer to contact Supra for repair complaints, and that is what's done.

Q That BellSouth person, do they have access to the information that this person is a Supra customer?

A Yes.

Q Do they have access to the information that Supra is a reseller of BellSouth services?

A No.

Q Why not?

A Well, it just says simply -- as I pointed out before, it says -- you know, "What telephone number are you reporting?" would be the first question that the attendant would ask. They would key that into a system, and the response would be that this is

not a BellSouth account, this is a Supra account, and you need to refer this customer to Supra's repair service bureau.

Q So your answer is yes, they do have access to that information?

A I'm saying that -- you asked two questions. They know that this is a Supra customer, but there's nothing in that screen in front of that repair attendant that says do this sort of questioning and answering on behalf of Supra at that point. That's not done, and it's not appropriate to do that.

Q Is it possible to modify that screen so that it does indicate exactly what that ALEC wants to have done?

A Anything is possible. The interconnection agreement is very clear as to what happens with misdirected calls, and it doesn't contemplate anything about checking further and informing them about other arrangements that Supra may or may not have with BellSouth.

There are hundreds of CLECs. Each of them operates in different ways. Some use BellSouth for repair; others don't.

You asked is it possible. It's not possible at this moment. And it's certainly not

contemplated by the interconnection agreement.

Q Okay. Let's look at the interconnection agreement, General Terms and Conditions, Part A, page 2. This is at the very beginning of --

A Okay.

Q I'm on page 2 of Part A. Have you got it?

A Uh-huh.

Q Paragraph 4, Parity. This states that the service and service provisioning that BellSouth provides Supra for resale will be at least equal in quality to that provided to BellSouth or any BellSouth subsidiary, affiliate, or end user. In connection with resale, BellSouth will provide Supra with preordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Supra to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.

Would you not agree that this language here suggests that BellSouth would need to provide access to repair services that is at parity with what it provides its own customers?

A I'm not sure what you mean by repair services. In general, though, I'll say yes, that where BellSouth provides those services, that it

should provide those at parity with what it provides its retail customers.

Q If a retail customer of BellSouth can dial 611 and get service repair, would that not suggest that a Supra customer should be able to dial 611 and get its repair work done also, whether that meant deflecting the call to Supra's repair platform or some other arrangement, but at a minimum, a Supra customer should be able to dial 611 and get access to repair service?

A No, it certainly would not mean that. This issue was addressed in the FCC's August 8, 1996 order. It gave the recommendation to the states to determine whether customized routing, which is the same as what we're calling selective routing, was technically feasible. This Commission heard that issue in arbitration proceedings and ruled that it was, and in fact, stipulated the so-called line class code method as an appropriate means of providing selective routing.

So I think this Commission well understands selective routing, and also well understands Supra's availability of that functionality if it so likes. If it has not, if it has not requested that, you seem to be implying that BellSouth should have provided it

anyway in order to be at parity, and I certainly don't agree with that.

Q Would you clarify what order it is you're referring to? FCC order of August 8th?

A August 8, 1996, in Docket 96-98. This was the local interconnection order.

So that order gave the states latitude to look at the technical feasibility, and this Commission heard extensive testimony and made its decision.

Q Are you suggesting that the Commission determined that it was not technically feasible to do, though?

A No, I'm not saying that at all.

Q Explain to me what it is you're saying, please.

A I'm saying that the Commission heard this issue. It heard the pros and cons of why it was or was not technically feasible and ruled that it was and said, "CLECs, if you want that, ask for it. BellSouth, if they ask for it, provide it by the line class code method until some other method is available."

Supra to my knowledge has not made that request. But certainly there's nothing in this Commission's order that says that's an inherent facet

of BellSouth's repair services and ought to be provided whether or not Supra requested it.

Q And you have stated earlier that to your knowledge, they never requested this?

A I can't find anything that indicates that, despite the references in the interconnection agreement making it available.

MS. SUMMERLIN: Okay. I appreciate it. That's all.

CROSS EXAMINATION

BY MS. WHITE:

Q Mr. Milner, you stated that selective routing was discussed in the interconnection agreement. Can you tell me where in the interconnection agreement it's discussed?

A Yes. It's discussed in four places, in paragraph 10.1.1, paragraph 10.1.2, and then subparagraphs of that, 10.2.1.15, and 10.2.1.16.

Q Mr. Milner, do you believe that it's BellSouth's responsibility to educate Supra's end users about Supra?

A No, I do not. First of all, we don't have that knowledge, and I'm quite sure that's something that Supra would want to do for itself.

MS. WHITE: Okay. Nothing further.

MR. BOWMAN: Staff has a couple of questions.

CROSS EXAMINATION

BY MR. BOWMAN:

Q With respect to selective routing, is there set out within the interconnection agreement a proper manner of requesting selective routing, or would it be something that would be verbally discussed between Supra personnel and the account team members?

A Well, it offers a method -- first of all, selective routing is what we call a complex arrangement, so it would be requested through the account team. You can't request it through LENS or EDI or one of those because of the complex nature of the offering.

But also, those references I gave also said that if you want something other than what we're describing here, you can request that of BellSouth through the bona fide request process.

So for regular old selective routing, if you want that, you can make a request of BellSouth, and it talks about that in there. And then it also says if you want some other type of selective routing that's not discussed here, ask for that through the bona fide request process.

I'm not sure if that gets at your question or not.

Q What I'm saying is, if there is a discussion between Supra and the account team folks, would that have to be reduced to some written format in order for it to be acted upon, or could the verbal contemplation of such a request actually act as a trigger?

A No. Certainly the complexity of selective routing would require that that be put down on paper. It's a very elaborate process. For example, Supra says when these customers dial 611, I want them to be treated in this fashion. I want them to go over to this trunk group, to this platform. So there's a lot of technical details that would have to be set down in writing. This would never be just a verbal request that says provide it for me, handle it and all, and I'll send you a check to pay for it later on.

Q Second question, something that was suggested or brought out by Ms. Summerlin. Would you agree that if there is in fact a campaign to ask the ALECs who will provide repairs when the person making that suggestion is fully aware as to who will provide those repairs, would you agree that that is indeed inappropriate?

A Let me answer two ways.

On a one-on-one basis, I think that may be inappropriate. However, I think it's not inappropriate for companies, including BellSouth, to say in our public dialogue that you have a right to know who's going to provide repair service.

Q Even though you know? Even though the CSR knows?

A No, I'm just saying in general we think you have a right to know.

MR. BOWMAN: Okay.

RECROSS EXAMINATION

BY MS. WHITE:

Q Let me follow up on that. When you say public dialogue, do you mean the customer service representatives or the repair representatives?

A No. I mean our publicspeak with the press or with our filings and that sort of thing. But certainly, first of all, I don't know of any campaign within BellSouth that says when Supra's customers call in, ask them if they know about that. That's certainly -- I would be very surprised to find even any cases of that. I certainly hope there would not be any.

MR. BOWMAN: Okay. That went to the heart

of what I was trying to get at.

THE WITNESS: We have no campaign to do that. Do we think customers have a right to know? Sure we do. But we don't work that through customer contacts.

MR. BOWMAN: Okay.

BY MS. WHITE:

Q One more question. Selective routing, is that looked at on a switch-by-switch basis?

A Yes, it is.

MS. WHITE: Nothing further.

MS. SUMMERLIN: Thank you.

(Deposition concluded at 12:45 p.m.)

CERTIFICATE OF ADMINISTERING OATH

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on the date and place indicated on the title page of the foregoing transcript, an oath was duly administered by me to the designated witness before testimony was taken.

WITNESS my hand and official seal this 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301

MARY ALLEN NEEL
MY COMMISSION # CC409791 EXPIRES
October 10, 1998
BONDED THRU TROY FAIN INSURANCE, INC

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter transcribed under my supervision; and that the foregoing pages numbered 1 through 41 are a true and correct transcription of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, or relative or employee of such attorney or counsel, or financially interested in the action.

DATED THIS 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

EX. 29

BellSouth Telecommunications, Inc.
Florida Public Service Commission Docket No. 980119 -TP
Late Filed Deposition Exhibit WKM-1
April 28, 1998

REQUEST: Backup data used in BellSouth's analysis of BellSouth's performance to Supra for months of November, 1997 through January, 1998.

RESPONSE: Attached are backup reports used in BellSouth's comparison on its performance for Supra and BellSouth's retail customers.

RESPONSE PREPARED BY: W. Keith Milner
Senior Director - Interconnection Services
675 West Peachtree Street, NE
Atlanta, Georgia

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 29
COMPANY/ WITNESS: Milner
DATE: 4-30-98

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Residence Resale Services

Not Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	73	0	0	0	0	0	0	0	73
Provisioning Orders Completed	0	74	0	0	0	0	0	0	0	74
% Provisioning Appointments Met		98.65								98.65
Maintenance Appointments Met	0	11	0	0	0	0	0	0	0	11
Maintenance Trouble Reports	0	13	0	0	0	0	0	0	0	13
% Maintenance Appointments Met		84.62								84.62
Maintenance Avg Dur Rec to Clr Hours	0	168.25	0	0	0	0	0	0	0	168.25
Maintenance Avg Dur Rec to Clr Count	0	13	0	0	0	0	0	0	0	13
Maintenance Avg Dur Receipt to Clear		12.94								12.94

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Residence Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	14	0	0	0	0	0	0	0	14
Provisioning Orders Completed	0	20	0	0	0	0	0	0	0	20
% Provisioning Appointments Met		70								70
Maintenance Appointments Met	0	14	0	0	0	0	0	0	0	14
Maintenance Trouble Reports	0	16	0	0	0	0	0	0	0	16
% Maintenance Appointments Met		87.5								87.5
Maintenance Avg Dur Rec to Clr Hours	0	252.68	0	0	0	0	0	0	0	252.68
Maintenance Avg Dur Rec to Clr Count	0	16	0	0	0	0	0	0	0	16
Maintenance Avg Dur Receipt to Clear		15.79								15.79

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Residence Resale Services

Residence Totals	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	87	0	0	0	0	0	0	0	87
Provisioning Orders Completed	0	94	0	0	0	0	0	0	0	94
% Provisioning Appointments Met		92.55								92.55
Maintenance Appointments Met	0	25	0	0	0	0	0	0	0	25
Maintenance Trouble Reports	0	29	0	0	0	0	0	0	0	29
% Maintenance Appointments Met		86.21								86.21
Maintenance Avg Dur Rec to Clr Hours	0	420.93	0	0	0	0	0	0	0	420.93
Maintenance Avg Dur Rec to Clr Count	0	29	0	0	0	0	0	0	0	29
Maintenance Avg Dur Receipt to Clear		14.51								14.51

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Business Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	111	0	0	0	0	0	0	0	111
Provisioning Orders Completed	0	111	0	0	0	0	0	0	0	111
% Provisioning Appointments Met		100								100
Provisioning Troubles within 30 days	0	4	0	0	0	0	0	0	0	4
Provisioning Orders Completed	0	111	0	0	0	0	0	0	0	111
% Provisioning Troubles within 30 days		3.6								3.6
Maintenance Avg Dur Rec to Clr Hours	0	202.05	0	0	0	0	0	0	0	202.05
Maintenance Avg Dur Rec to Clr Count	0	11	0	0	0	0	0	0	0	11
Maintenance Avg Dur Receipt to Clear		18.37								18.37

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Business Resale Services
Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	7	0	0	0	0	0	0	0	7
Provisioning Orders Completed	0	9	0	0	0	0	0	0	0	9
% Provisioning Appointments Met		77.78								77.78
Maintenance Appointments Met	0	16	0	0	0	0	0	0	0	16
Maintenance Trouble Reports	0	29	0	0	0	0	0	0	0	29
% Maintenance Appointments Met		55.17								55.17
Maintenance Avg Dur Rec to Clr Hours	0	435.17	0	0	0	0	0	0	0	435.17
Maintenance Avg Dur Rec to Clr Count	0	29	0	0	0	0	0	0	0	29
Maintenance Avg Dur Receipt to Clear		15.01								15.01

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Business Resale Services
Business Totals

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	118	0	0	0	0	0	0	0	118
Provisioning Orders Completed	0	120	0	0	0	0	0	0	0	120
% Provisioning Appointments Met		98.33								98.33
Maintenance Appointments Met	0	26	0	0	0	0	0	0	0	26
Maintenance Trouble Reports	0	40	0	0	0	0	0	0	0	40
% Maintenance Appointments Met		65								65
Maintenance Avg Dur Rec to Clr Hours	0	637.22	0	0	0	0	0	0	0	637.22
Maintenance Avg Dur Rec to Clr Count	0	40	0	0	0	0	0	0	0	40
Maintenance Avg Dur Receipt to Clear		15.93								15.93

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Total Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	184	0	0	0	0	0	0	0	184
Provisioning Orders Completed	0	185	0	0	0	0	0	0	0	185
% Provisioning Appointments Met		99.46								99.46
Maintenance Appointments Met	0	21	0	0	0	0	0	0	0	21
Maintenance Trouble Reports	0	24	0	0	0	0	0	0	0	24
% Maintenance Appointments Met		87.5								87.5
Maintenance Avg Dur Rec to Clr Hours	0	370.3	0	0	0	0	0	0	0	370.3
Maintenance Avg Dur Rec to Clr Count	0	24	0	0	0	0	0	0	0	24
Maintenance Avg Dur Receipt to Clear		15.43								15.43

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Total Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	21	0	0	0	0	0	0	0	21
Provisioning Orders Completed	0	29	0	0	0	0	0	0	0	29
% Provisioning Appointments Met		72.41								72.41
Maintenance Appointments Met	0	30	0	0	0	0	0	0	0	30
Maintenance Trouble Reports	0	45	0	0	0	0	0	0	0	45
% Maintenance Appointments Met		66.67								66.67
Maintenance Avg Dur Rec to Clr Hours	0	687.85	0	0	0	0	0	0	0	687.85
Maintenance Avg Dur Rec to Clr Count	0	45	0	0	0	0	0	0	0	45
Maintenance Avg Dur Receipt to Clear		15.29								15.29

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011 , R7012 Supra Comm Inc
For Time Period: 11/01/1997 - 11/30/1997
Total Resale Services
Grand Totals

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	205	0	0	0	0	0	0	0	205
Provisioning Orders Completed	0	214	0	0	0	0	0	0	0	214
% Provisioning Appointments Met		95.79								95.79
Maintenance Appointments Met	0	51	0	0	0	0	0	0	0	51
Maintenance Trouble Reports	0	69	0	0	0	0	0	0	0	69
% Maintenance Appointments Met		73.91								73.91
Maintenance Avg Dur Rec to Clr Hours	0	1058.15	0	0	0	0	0	0	0	1058.15
Maintenance Avg Dur Rec to Clr Count	0	69	0	0	0	0	0	0	0	69
Maintenance Avg Dur Receipt to Clear		15.34								15.34

NA = Not Applicable
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Blank cells occur as a result of either No activity
or when a divide by zero error would result.

Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Residence Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	24	0	0	0	0	0	0	0	24
Provisioning Orders Completed	0	24	0	0	0	0	0	0	0	24
% Provisioning Appointments Met		100								100
Maintenance Appointments Met	0	5	0	0	0	0	0	0	0	5
Maintenance Trouble Reports	0	6	0	0	0	0	0	0	0	6
% Maintenance Appointments Met		83.33								83.33
Maintenance Avg Dur Rec to Clr Hours	0	21.27	0	0	0	0	0	0	0	21.27
Maintenance Avg Dur Rec to Clr Count	0	6	0	0	0	0	0	0	0	6
Maintenance Avg Dur Receipt to Clear		3.54								3.54

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Residence Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	16	0	0	0	0	0	0	0	16
Provisioning Orders Completed	0	21	0	0	0	0	0	0	0	21
% Provisioning Appointments Met		76.19								76.19
Maintenance Appointments Met	0	7	0	0	0	0	0	0	0	7
Maintenance Trouble Reports	0	8	0	0	0	0	0	0	0	8
% Maintenance Appointments Met		87.5								87.5
Maintenance Avg Dur Rec to Clr Hours	0	137.48	0	0	0	0	0	0	0	137.48
Maintenance Avg Dur Rec to Clr Count	0	8	0	0	0	0	0	0	0	8
Maintenance Avg Dur Receipt to Clear		17.19								17.19

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Residence Resale Services

Residence Totals	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	40	0	0	0	0	0	0	0	40
Provisioning Orders Completed	0	45	0	0	0	0	0	0	0	45
% Provisioning Appointments Met		88.89								88.89
Maintenance Appointments Met	0	12	0	0	0	0	0	0	0	12
Maintenance Trouble Reports	0	14	0	0	0	0	0	0	0	14
% Maintenance Appointments Met		85.71								85.71
Maintenance Avg Dur Rec to Clr Hours	0	158.75	0	0	0	0	0	0	0	158.75
Maintenance Avg Dur Rec to Clr Count	0	14	0	0	0	0	0	0	0	14
Maintenance Avg Dur Receipt to Clear		11.34								11.34

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Business Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	35	0	0	0	0	0	0	0	35
Provisioning Orders Completed	0	35	0	0	0	0	0	0	0	35
% Provisioning Appointments Met		100								100
Maintenance Appointments Met	0	6	0	0	0	0	0	0	0	6
Maintenance Trouble Reports	0	8	0	0	0	0	0	0	0	8
% Maintenance Appointments Met		75								75
Maintenance Avg Dur Rec to Clr Hours	0	48.55	0	0	0	0	0	0	0	48.55
Maintenance Avg Dur Rec to Clr Count	0	8	0	0	0	0	0	0	0	8
Maintenance Avg Dur Receipt to Clear		6.07								6.07

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Business Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	10	0	0	0	0	0	0	0	10
Provisioning Orders Completed	0	19	0	0	0	0	0	0	0	19
% Provisioning Appointments Met		52.63								52.63
Maintenance Appointments Met	0	12	0	0	0	0	0	0	0	12
Maintenance Trouble Reports	0	16	0	0	0	0	0	0	0	16
% Maintenance Appointments Met		75								75
Maintenance Avg Dur Rec to Clr Hours	0	157.52	0	0	0	0	0	0	0	157.52
Maintenance Avg Dur Rec to Clr Count	0	16	0	0	0	0	0	0	0	16
Maintenance Avg Dur Receipt to Clear		9.84								9.84

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Business Resale Services

Business Totals	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	45	0	0	0	0	0	0	0	45
Provisioning Orders Completed	0	54	0	0	0	0	0	0	0	54
% Provisioning Appointments Met		83.33								83.33
Maintenance Appointments Met	0	18	0	0	0	0	0	0	0	18
Maintenance Trouble Reports	0	24	0	0	0	0	0	0	0	24
% Maintenance Appointments Met		75								75
Maintenance Avg Dur Rec to Clr Hours	0	206.07	0	0	0	0	0	0	0	206.07
Maintenance Avg Dur Rec to Clr Count	0	24	0	0	0	0	0	0	0	24
Maintenance Avg Dur Receipt to Clear		8.59								8.59

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or when a divide by zero error would result.

Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Total Resale Services

Not Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	59	0	0	0	0	0	0	0	59
Provisioning Orders Completed	0	59	0	0	0	0	0	0	0	59
% Provisioning Appointments Met		100								100
Maintenance Appointments Met	0	11	0	0	0	0	0	0	0	11
Maintenance Trouble Reports	0	14	0	0	0	0	0	0	0	14
% Maintenance Appointments Met		78.57								78.57
Maintenance Avg Dur Rec to Clr Hours	0	69.82	0	0	0	0	0	0	0	69.82
Maintenance Avg Dur Rec to Clr Count	0	14	0	0	0	0	0	0	0	14
Maintenance Avg Dur Receipt to Clear		4.99								4.99

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or when a divide by zero error would result.

Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Total Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	26	0	0	0	0	0	0	0	26
Provisioning Orders Completed	0	40	0	0	0	0	0	0	0	40
% Provisioning Appointments Met		65								65
Maintenance Appointments Met	0	19	0	0	0	0	0	0	0	19
Maintenance Trouble Reports	0	24	0	0	0	0	0	0	0	24
% Maintenance Appointments Met		79.17								79.17
Maintenance Avg Dur Rec to Clr Hours	0	295	0	0	0	0	0	0	0	295
Maintenance Avg Dur Rec to Clr Count	0	24	0	0	0	0	0	0	0	24
Maintenance Avg Dur Receipt to Clear		12.29								12.29

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or when a divide by zero error would result.

Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 12/01/1997 - 12/31/1997
Total Resale Services

Grand Totals	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	85	0	0	0	0	0	0	0	85
Provisioning Orders Completed	0	99	0	0	0	0	0	0	0	99
% Provisioning Appointments Met		85.86								85.86
Maintenance Appointments Met	0	30	0	0	0	0	0	0	0	30
Maintenance Trouble Reports	0	38	0	0	0	0	0	0	0	38
% Maintenance Appointments Met		78.95								78.95
Maintenance Avg Dur Rec to Clr Hours	0	364.82	0	0	0	0	0	0	0	364.82
Maintenance Avg Dur Rec to Clr Count	0	38	0	0	0	0	0	0	0	38
Maintenance Avg Dur Receipt to Clear		9.6								9.6

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Residence Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	28	0	0	0	0	0	0	0	28
Provisioning Orders Completed	0	31	0	0	0	0	0	0	0	31
% Provisioning Appointments Met		90.32								90.32
Maintenance Appointments Met	0	6	0	0	0	0	0	0	0	6
Maintenance Trouble Reports	0	6	0	0	0	0	0	0	0	6
% Maintenance Appointments Met		100								100
Maintenance Avg Dur Rec to Clr Hours	0	11.23	0	0	0	0	0	0	0	11.23
Maintenance Avg Dur Rec to Clr Count	0	6	0	0	0	0	0	0	0	6
Maintenance Avg Dur Receipt to Clear		1.87								1.87

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Residence Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	2	0	0	0	0	0	0	0	2
Provisioning Orders Completed	0	4	0	0	0	0	0	0	0	4
% Provisioning Appointments Met		50								50
Maintenance Appointments Met	0	5	0	0	0	0	0	0	0	5
Maintenance Trouble Reports	0	8	0	0	0	0	0	0	0	8
% Maintenance Appointments Met		62.5								62.5
Maintenance Avg Dur Rec to Clr Hours	0	183.07	0	0	0	0	0	0	0	183.07
Maintenance Avg Dur Rec to Clr Count	0	8	0	0	0	0	0	0	0	8
Maintenance Avg Dur Receipt to Clear		22.88								22.88

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or when a divide by zero error would result.

Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Residence Resale Services
Residence Totals

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	30	0	0	0	0	0	0	0	30
Provisioning Orders Completed	0	35	0	0	0	0	0	0	0	35
% Provisioning Appointments Met		85.71								85.71
Maintenance Appointments Met	0	11	0	0	0	0	0	0	0	11
Maintenance Trouble Reports	0	14	0	0	0	0	0	0	0	14
% Maintenance Appointments Met		78.57								78.57
Maintenance Avg Dur Rec to Clr Hours	0	194.3	0	0	0	0	0	0	0	194.3
Maintenance Avg Dur Rec to Clr Count	0	14	0	0	0	0	0	0	0	14
Maintenance Avg Dur Receipt to Clear		13.88								13.88

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Business Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	70	0	0	0	0	0	0	0	70
Provisioning Orders Completed	0	77	0	0	0	0	0	0	0	77
% Provisioning Appointments Met		90.91								90.91
Maintenance Appointments Met	0	9	0	0	0	0	0	0	0	9
Maintenance Trouble Reports	0	9	0	0	0	0	0	0	0	9
% Maintenance Appointments Met		100								100
Maintenance Avg Dur Rec to Clr Hours	0	10.05	0	0	0	0	0	0	0	10.05
Maintenance Avg Dur Rec to Clr Count	0	9	0	0	0	0	0	0	0	9
Maintenance Avg Dur Receipt to Clear		1.12								1.12

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Business Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	3	0	0	0	0	0	0	0	3
Provisioning Orders Completed	0	4	0	0	0	0	0	0	0	4
% Provisioning Appointments Met		75								75
Maintenance Appointments Met	0	21	0	0	0	0	0	0	0	21
Maintenance Trouble Reports	0	24	0	0	0	0	0	0	0	24
% Maintenance Appointments Met		87.5								87.5
Maintenance Avg Dur Rec to Clr Hours	0	243.1	0	0	0	0	0	0	0	243.1
Maintenance Avg Dur Rec to Clr Count	0	24	0	0	0	0	0	0	0	24
Maintenance Avg Dur Receipt to Clear		10.13								10.13

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Business Resale Services

Business Totals	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	73	0	0	0	0	0	0	0	73
Provisioning Orders Completed	0	81	0	0	0	0	0	0	0	81
% Provisioning Appointments Met		90.12								90.12
Maintenance Appointments Met	0	30	0	0	0	0	0	0	0	30
Maintenance Trouble Reports	0	33	0	0	0	0	0	0	0	33
% Maintenance Appointments Met		90.91								90.91
Maintenance Avg Dur Rec to Clr Hours	0	253.15	0	0	0	0	0	0	0	253.15
Maintenance Avg Dur Rec to Clr Count	0	33	0	0	0	0	0	0	0	33
Maintenance Avg Dur Receipt to Clear		7.67								7.67

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Total Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	98	0	0	0	0	0	0	0	98
Provisioning Orders Completed	0	108	0	0	0	0	0	0	0	108
% Provisioning Appointments Met		90.74								90.74
Maintenance Appointments Met	0	15	0	0	0	0	0	0	0	15
Maintenance Trouble Reports	0	15	0	0	0	0	0	0	0	15
% Maintenance Appointments Met		100								100
Maintenance Avg Dur Rec to Clr Hours	0	21.28	0	0	0	0	0	0	0	21.28
Maintenance Avg Dur Rec to Clr Count	0	15	0	0	0	0	0	0	0	15
Maintenance Avg Dur Receipt to Clear		1.42								1.42

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Total Resale Services

Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	5	0	0	0	0	0	0	0	5
Provisioning Orders Completed	0	8	0	0	0	0	0	0	0	8
% Provisioning Appointments Met		62.5								62.5
Maintenance Appointments Met	0	26	0	0	0	0	0	0	0	26
Maintenance Trouble Reports	0	32	0	0	0	0	0	0	0	32
% Maintenance Appointments Met		81.25								81.25
Maintenance Avg Dur Rec to Clr Hours	0	426.17	0	0	0	0	0	0	0	426.17
Maintenance Avg Dur Rec to Clr Count	0	32	0	0	0	0	0	0	0	32
Maintenance Avg Dur Receipt to Clear		13.32								13.32

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Reseller : R7011, R7012 Supra Comm Inc
For Time Period: 01/01/1998 - 01/31/1998
Total Resale Services

Grand Totals	AL	FL	GA	KY	LA	MS	NC	SC	TN	Region
Provisioning Appointments Met	0	103	0	0	0	0	0	0	0	103
Provisioning Orders Completed	0	116	0	0	0	0	0	0	0	116
% Provisioning Appointments Met		88.79								88.79
Maintenance Appointments Met	0	41	0	0	0	0	0	0	0	41
Maintenance Trouble Reports	0	47	0	0	0	0	0	0	0	47
% Maintenance Appointments Met		87.23								87.23
Maintenance Avg Dur Rec to Clr Hours	0	447.45	0	0	0	0	0	0	0	447.45
Maintenance Avg Dur Rec to Clr Count	0	47	0	0	0	0	0	0	0	47
Maintenance Avg Dur Receipt to Clear		9.52								9.52

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or when a divide by zero error would result.

BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Residence Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	227965	726380	439722	128519	243144	154345	230308	154348	282644	2587375
Provisioning Orders Completed	228009	726814	439830	128616	243201	154382	230381	154370	282805	2588408
% Provisioning Appointments Met	99.98	99.94	99.98	99.92	99.98	99.98	99.97	99.99	99.94	99.96
Provisioning Troubles 30-day	5210	20469	11913	2513	5783	3309	4656	3426	6467	63746
Provisioning Orders Completed	228009	726814	439830	128616	243201	154382	230381	154370	282805	2588408
% Provisioning Troubles 30-day	2.3	2.8	2.7	2	2.4	2.1	2	2.2	2.3	2.5
Maintenance Appointments Met	22246	72212	43018	10330	23621	13386	18738	14165	26082	243798
Maintenance Trouble Reports	23346	76617	47312	10609	24730	13752	19327	14625	26549	256867
% Maintenance Appointments Met	95.29	94.25	90.92	97.37	95.52	97.34	96.95	96.85	98.24	94.91
Maintenance Avg Dur Rec to Clr Hrs	207768	602051	465751	91617	210185	119047	137671	107574	209708	2151373
Maintenance Avg Dur Rec to Clr Cnt	23343	76578	47289	10608	24722	13750	19326	14622	26546	256784
Maintenance Avg Dur Receipt to Clr	8.9	7.9	9.8	8.6	8.5	8.7	7.1	7.4	7.9	8.4
Maintenance Repeat Troubles 30-day	3552	10578	7771	1306	3200	1763	2484	1824	3717	36195
Maintenance Trouble Reports	23346	76617	47312	10609	24730	13752	19327	14625	26549	256867
% Mtce Repeat Troubles 30-day	15.2	13.8	16.4	12.3	12.9	12.8	12.9	12.5	14	14.1
Maintenance Trouble Reports	23346	76617	47312	10609	24730	13752	19327	14625	26549	256867
Line Count (Total)	1345562	4245227	2529570	844170	1591078	880332	1518104	971880	1853959	15779882
% Trouble Report Rate	1.74	1.80	1.87	1.26	1.55	1.56	1.27	1.50	1.43	1.63
Out of Service < 24 Hours	7168	20567	11729	3479	7900	4447	5762	4972	8249	74273
Out of Service	8322	22211	13399	3935	8840	5050	6186	5428	8881	82252
% Out of Service < 24 Hours	86.1	92.6	87.5	88.4	89.4	88.1	93.1	91.6	92.9	90.3

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measurement group)
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Residence Resale Services
Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	10345	47629	25213	6399	13503	7615	13643	7247	16329	147923
Provisioning Orders Completed	11785	53518	28959	7175	14906	9059	15518	8238	18667	167825
% Provisioning Appointments Met	87.78	89	87.06	89.18	90.59	84.06	87.92	87.97	87.48	88.14
Provisioning Troubles, 30-day	6228	22487	13733	3387	6932	4520	5989	4101	8693	76070
Provisioning Orders Completed	11785	53518	28959	7175	14906	9059	15518	8238	18667	167825
% Provisioning Troubles, 30-day	52.8	42	47.4	47.2	46.5	49.9	38.6	49.8	46.6	45.3
Maintenance Appointments Met	28390	79151	51975	15275	29461	19262	24478	17221	40018	305231
Maintenance Trouble Reports	32123	92472	63227	16693	36318	22995	28544	19693	43405	355470
% Maintenance Appointments Met	88.38	85.59	82.2	91.51	81.12	83.77	85.76	87.45	92.2	85.87
Maintenance Avg Dur Rec to Clr Hrs	912104	1933190	1636705	397143	920374	630889	701895	441565	1128227	8702091
Maintenance Avg Dur Rec to Clr Cnt	32086	92348	63136	16678	36280	22971	28496	19670	43372	355037
Maintenance Avg Dur Receipt to Clr	28.4	20.9	25.9	23.8	25.4	27.5	24.6	22.4	26	24.5
Maintenance Repeat Troubles 30-day	6822	17029	12811	3207	6432	4494	5544	3811	9373	69523
Maintenance Trouble Reports	32123	92472	63227	16693	36318	22995	28544	19693	43405	355470
% Mtce Repeat Troubles 30-day	21.2	18.4	20.3	19.2	17.7	19.5	19.4	19.4	21.6	19.6
Maintenance Trouble Reports	32123	92472	63227	16693	36318	22995	28544	19693	43405	355470
Line Count (Total)	1345562	4245227	2529570	844170	1591078	880332	1518104	971880	1853959	15779882
% Trouble Report Rate	2.39	2.18	2.50	1.98	2.28	2.61	1.88	2.03	2.34	2.25
Out of Service < 24 Hours	8379	34309	19816	5925	11861	6319	10383	7386	11516	115894
Out of Service	15228	43507	29454	7433	17984	11046	13797	9333	18046	165828
% Out of Service < 24 Hours	55	78.9	67.3	79.7	66	57.2	75.3	79.1	63.8	69.9

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BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Business Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	22373	91183	60032	18462	37218	19102	34773	18331	34868	336342
Provisioning Orders Completed	22396	91252	60074	18472	37240	19117	34792	18334	34887	336564
% *Provisioning Appointments Met*	99.9	99.92	99.93	99.95	99.94	99.92	99.95	99.98	99.95	99.93
Provisioning Troubles 30-day	846	4833	3260	507	1254	535	1539	783	1244	14801
Provisioning Orders Completed	22396	91252	60074	18472	37240	19117	34792	18334	34887	336564
% *Provisioning Troubles 30-day*	3.8	5.3	5.4	2.7	3.4	2.8	4.4	4.3	3.6	4.4
Maintenance Appointments Met	3333	14477	9540	1892	3758	1910	5105	2701	4531	47247
Maintenance Trouble Reports	3862	17233	11724	1994	4399	2009	5678	3198	4816	54913
% *Maintenance Appointments Met*	86.3	84.01	81.37	94.88	85.43	95.07	89.91	84.46	94.08	86.04
Maintenance Avg Dur Rec to Clr Hrs	22169	125165	95537	12882	27985	9440	38240	21227	23982	376628
Maintenance Avg Dur Rec to Clr Cnt	3862	17226	11710	1994	4392	2006	5676	3196	4813	54875
Maintenance Avg Dur Receipt to Clr	5.7	7.3	8.2	6.5	6.4	4.7	6.7	6.6	5	6.9
Maintenance Repeat Troubles 30-day	596	2101	1842	198	521	184	675	465	656	7238
Maintenance Trouble Reports	3862	17233	11724	1994	4399	2009	5678	3198	4816	54913
% *Mtce Repeat Troubles 30-day*	15.4	12.2	15.7	9.9	11.8	9.2	11.9	14.5	13.6	13.2
Maintenance Trouble Reports	3862	17233	11724	1994	4399	2009	5678	3198	4816	54913
Line Count (Total)	517105	1862156	1310221	295922	656451	360934	774357	398674	655332	6831152
% *Trouble Report Rate*	0.75	0.93	0.89	0.67	0.67	0.56	0.73	0.80	0.73	0.80
Out of Service < 24 Hours	1014	4881	2866	501	1132	522	1889	1043	1253	15101
Out of Service	1116	5206	3127	543	1211	542	2003	1131	1299	16178
% *Out of Service < 24 Hours*	90.9	93.8	91.7	92.3	93.5	96.3	94.3	92.2	96.5	93.3

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BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Business Resale Services
Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	3051	13398	7466	2424	4051	2154	4176	2267	5084	44071
Provisioning Orders Completed	3311	14543	8187	2590	4319	2312	4663	2492	5468	47885
% Provisioning Appointments Met	92.15	92.13	91.19	93.59	93.79	93.17	89.56	90.97	92.98	92.04
Provisioning Troubles 30-day	1122	4748	3203	564	1517	858	1458	864	1514	15848
Provisioning Orders Completed	3311	14543	8187	2590	4319	2312	4663	2492	5468	47885
% Provisioning Troubles 30-day	33.9	32.6	39.1	21.8	35.1	37.1	31.3	34.7	27.7	33.1
Maintenance Appointments Met	4378	16448	11145	2336	5229	3763	5888	3322	6737	59246
Maintenance Trouble Reports	5677	21897	15041	2649	6984	4138	7336	4426	7573	75721
% Maintenance Appointments Met	77.12	75.12	74.1	88.18	74.87	90.94	80.26	75.06	88.96	78.24
Maintenance Avg Dur Rec to Clr Hrs	62733	271582	184153	37866	81222	41927	101210	54874	94542	930108
Maintenance Avg Dur Rec to Clr Cnt	5674	21879	15030	2649	6976	4138	7330	4425	7572	75673
Maintenance Avg Dur Receipt to Clr	11.1	12.4	12.3	14.3	11.6	10.1	13.8	12.4	12.5	12.3
Maintenance Repeat Troubles 30-day	924	3443	2363	390	1040	599	1263	706	1351	12079
Maintenance Trouble Reports	5677	21897	15041	2649	6984	4138	7336	4426	7573	75721
% Mtce Repeat Troubles 30-day	16.3	15.7	15.7	14.7	14.9	14.5	17.2	16	17.8	16
Maintenance Trouble Reports	5677	21897	15041	2649	6984	4138	7336	4426	7573	75721
Line Count (Total)	517105	1862156	1310221	295922	656451	360934	774357	398674	655332	6831152
% Trouble Report Rate	1.10	1.18	1.15	0.90	1.06	1.15	0.95	1.11	1.16	1.11
Out of Service < 24 Hours	2452	9144	6425	1014	2872	1726	3050	1805	2984	31472
Out of Service	2714	10194	7125	1147	3182	1822	3439	2007	3302	34932
% Out of Service < 24 Hours	90.3	89.7	90.2	88.4	90.3	94.7	88.7	89.9	90.4	90.1

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BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	250338	817563	499754	146981	280362	173447	265081	172679	317512	2923717
Provisioning Orders Completed	250405	818066	499904	147088	280441	173499	265173	172704	317692	2924972
% Provisioning Appointments Met	99.97	99.94	99.97	99.93	99.97	99.97	99.97	99.99	99.94	99.96
Provisioning Troubles 30-day	6056	25302	15173	3020	7037	3844	6195	4209	7711	78547
Provisioning Orders Completed	250405	818066	499904	147088	280441	173499	265173	172704	317692	2924972
% Provisioning Troubles 30-day	2.4	3.1	3	2.1	2.5	2.2	2.3	2.4	2.4	2.7
Maintenance Appointments Met	25579	86689	52558	12222	27379	15296	23843	16866	30613	291045
Maintenance Trouble Reports	27208	93850	59036	12603	29129	15761	25005	17823	31365	311780
% Maintenance Appointments Met	94.01	92.37	89.03	96.98	93.99	97.05	95.35	94.63	97.6	93.35
Maintenance Avg Dur Rec to Clr Hrs	229938	727216	561288	104499	238170	128487	175911	128801	233690	2528001
Maintenance Avg Dur Rec to Clr Cnt	27205	93804	58999	12602	29114	15756	25002	17818	31359	311659
Maintenance Avg Dur Receipt to Clr	8.5	7.8	9.5	8.3	8.2	8.2	7	7.2	7.5	8.1
Maintenance Repeat Troubles 30-day	4148	12679	9613	1504	3721	1947	3159	2289	4373	43433
Maintenance Trouble Reports	27208	93850	59036	12603	29129	15761	25005	17823	31365	311780
% Mtce Repeat Troubles 30-day	15.2	13.5	16.3	11.9	12.8	12.4	12.6	12.8	13.9	13.9
Maintenance Trouble Reports	27208	93850	59036	12603	29129	15761	25005	17823	31365	311780
Line Count (Total)	1862667	6107383	3839791	1140092	2247529	1241266	2292461	1370554	2509291	22611034
% Trouble Report Rate	1.46	1.54	1.54	1.11	1.30	1.27	1.09	1.30	1.25	1.38
Out of Service < 24 Hours	8182	25448	14595	3980	9032	4969	7651	6015	9502	89374
Out of Service	9438	27417	16526	4478	10051	5592	8189	6559	10180	98430
% Out of Service < 24 Hours	86.7	92.8	88.3	88.9	89.9	88.9	93.4	91.7	93.3	90.8

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BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Resale Services
Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	13396	61027	32679	8823	17554	9769	17819	9514	21413	191994
Provisioning Orders Completed	15096	68061	37146	9765	19225	11371	20181	10730	24135	215710
% Provisioning Appointments Met	88.74	89.67	87.97	90.35	91.31	85.91	88.3	88.67	88.72	89.01
Provisioning Troubles 30-day	7350	27235	16936	3951	8449	5378	7447	4965	10207	91918
Provisioning Orders Completed	15096	68061	37146	9765	19225	11371	20181	10730	24135	215710
% Provisioning Troubles 30-day	48.7	40	45.6	40.5	43.9	47.3	36.9	46.3	42.3	42.6
Maintenance Appointments Met	32768	95599	63120	17611	34690	23025	30366	20543	46755	364477
Maintenance Trouble Reports	37800	114369	78268	19342	43302	27133	35880	24119	50978	431191
% Maintenance Appointments Met	86.69	83.59	80.65	91.05	80.11	84.86	84.63	85.17	91.72	84.53
Maintenance Avg Dur Rec to Clr Hrs	974837	2204771	1820858	435009	1001596	672816	803104	496439	1222769	9632199
Maintenance Avg Dur Rec to Clr Cnt	37760	114227	78166	19327	43256	27109	35826	24095	50944	430710
Maintenance Avg Dur Receipt to Clr	25.8	19.3	23.3	22.5	23.2	24.8	22.4	20.6	24	22.4
Maintenance Repeat Troubles, 30-day	7746	20472	15174	3597	7472	5093	6807	4517	10724	81602
Maintenance Trouble Reports	37800	114369	78268	19342	43302	27133	35880	24119	50978	431191
% Mtce Repeat Troubles, 30-day	20.5	17.9	19.4	18.6	17.3	18.8	19	18.7	21	18.9
Maintenance Trouble Reports	37800	114369	78268	19342	43302	27133	35880	24119	50978	431191
Line Count (Total)	1862667	6107383	3839791	1140092	2247529	1241266	2292461	1370554	2509291	22611034
% Trouble Report Rate	2.03	1.87	2.04	1.70	1.93	2.19	1.57	1.76	2.03	1.91
Out of Service < 24 Hours	10831	43453	26241	6939	14733	8045	13433	9191	14500	147366
Out of Service	17942	53701	36579	8580	21166	12868	17236	11340	21348	200760
% Out of Service < 24 Hours	60.4	80.9	71.7	80.9	69.6	62.5	77.9	81	67.9	73.4

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BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Resale Services
Residence

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	238310	774009	464935	134918	256647	161960	243951	161595	298973	2735298
Provisioning Orders Completed	239794	780332	468789	135791	258107	163441	245899	162608	301472	2756233
% Provisioning Appointments Met	99.38	99.19	99.18	99.36	99.43	99.09	99.21	99.38	99.17	99.24
Provisioning Troubles 30-day	11438	42956	25646	5900	12715	7829	10645	7527	15160	139816
Provisioning Orders Completed	239794	780332	468789	135791	258107	163441	245899	162608	301472	2756233
% *Provisioning Troubles* 30-day	4.8	5.5	5.5	4.3	4.9	4.8	4.3	4.6	5	5.1
Maintenance Appointments Met	50636	151363	94993	25605	53082	32648	43216	31386	66100	549029
Maintenance Trouble Reports	55469	169089	110539	27302	61048	36747	47871	34318	69954	612337
% Maintenance Appointments Met	91.29	89.52	85.94	93.78	86.95	88.85	90.28	91.46	94.49	89.66
Maintenance Avg Dur Rec to Clr Hrs	1119872	2535241	2102456	488761	1130559	749936	839566	549139	1337935	10853464
Maintenance Avg Dur Rec to Clr Cnt	55429	168926	110425	27286	61002	36721	47822	34292	69918	611821
Maintenance Avg Dur Receipt to Clr	20.2	15	19	17.9	18.5	20.4	17.6	16	19.1	17.7
Maintenance Repeat Troubles 30-day	10374	27607	20582	4513	9632	6257	8028	5635	13090	105718
Maintenance Trouble Reports	55469	169089	110539	27302	61048	36747	47871	34318	69954	612337
% Mtce Repeat Troubles 30-day	18.7	16.3	18.6	16.5	15.8	17	16.8	16.4	18.7	17.3
Maintenance Trouble Reports	55469	169089	110539	27302	61048	36747	47871	34318	69954	612337
Line Count (Total)	1345562	4245227	2529570	844170	1591078	880332	1518104	971880	1853959	15779882
% Trouble Report Rate	4.12	3.98	4.37	3.23	3.84	4.17	3.15	3.53	3.77	3.88
Out of Service < 24 Hours	15547	54876	31545	9404	19761	10766	16145	12358	19765	190167
Out of Service	23550	65718	42853	11368	26824	16096	19983	14761	26927	248080
% Out of Service < 24 Hours	66	83.5	73.6	82.7	73.7	66.9	80.8	83.7	73.4	76.7

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BST Totals
For Time Period: 11/01/1997 - 11/30/1997
Resale Services
Business

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	25424	104581	67498	20886	41269	21256	38949	20598	39952	380413
Provisioning Orders Completed	25707	105795	68261	21062	41559	21429	39455	20826	40355	384449
% Provisioning Appointments Met	98.9	98.85	98.88	99.16	99.3	99.19	98.72	98.91	99	98.95
Provisioning Troubles 30-day	1968	9581	6463	1071	2771	1393	2997	1647	2758	30649
Provisioning Orders Completed	25707	105795	68261	21062	41559	21429	39455	20826	40355	384449
% Provisioning Troubles 30-day	7.7	9.1	9.5	5.1	6.7	6.5	7.6	7.9	6.8	8
Maintenance Appointments Met	7711	30925	20685	4228	8987	5673	10993	6023	11268	106493
Maintenance Trouble Reports	9539	39130	26765	4643	11383	6147	13014	7624	12389	130634
% Maintenance Appointments Met	80.84	79.03	77.28	91.06	78.95	92.29	84.47	79	90.95	81.52
Maintenance Avg Dur Rec to Clr Hrs	84902	396747	279690	50747	109207	51367	139450	76102	118524	1306736
Maintenance Avg Dur Rec to Clr Cnt	9536	39105	26740	4643	11368	6144	13006	7621	12385	130548
Maintenance Avg Dur Receipt to Clr	10									
Maintenance Repeat Troubles 30-day	1520	5544	4205	588	1561	783	1938	1171	2007	19317
Maintenance Trouble Reports	9539	39130	26765	4643	11383	6147	13014	7624	12389	130634
% Mtce Repeat Troubles 30-day	15.9	14.2	15.7	12.7	13.7	12.7	14.9	15.4	16.2	14.8
Maintenance Trouble Reports	9539	39130	26765	4643	11383	6147	13014	7624	12389	130634
Line Count (Total)	517105	1862156	1310221	295922	656451	360934	774357	398674	655332	6831152
% Trouble Report Rate	1.84	2.10	2.04	1.57	1.73	1.70	1.68	1.91	1.89	1.91
Out of Service < 24 Hours	3466	14025	9291	1515	4004	2248	4939	2848	4237	46573
Out of Service	3830	15400	10252	1690	4393	2364	5442	3138	4601	51110
% Out of Service < 24 Hours	90.5	91.1	90.6	89.6	91.1	95.1	90.8	90.8	92.1	91.1

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997
Residence Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	237553	737230	470980	138255	256536	182076	229237	162910	299205	2713982
Provisioning Orders Completed	237599	737651	471163	138452	256586	182123	229339	162944	299485	2715342
% Provisioning Appointments Met	99.98	99.94	99.96	99.86	99.98	99.97	99.96	99.98	99.91	99.95
Provisioning Troubles 30-day	4574	19191	10572	2410	5812	3466	4701	3340	6603	60669
Provisioning Orders Completed	237599	737651	471163	138452	256586	182123	229339	162944	299485	2715342
% Provisioning Troubles 30-day	1.9	2.6	2.2	1.7	2.3	1.9	2	2	2.2	2.2
Maintenance Appointments Met	21735	79714	37865	10599	24265	14909	20325	13721	27987	251120
Maintenance Trouble Reports	22448	83706	44337	10794	25574	15342	20971	14121	28615	265908
% Maintenance Appointments Met	96.82	95.23	85.4	98.19	94.88	97.18	96.92	97.17	97.81	94.44
Maintenance Avg Dur Rec to Clr Hrs	205139	713844	504963	88663	227629	153805	148875	99742	246263	2388922
Maintenance Avg Dur Rec to Clr Cnt	22441	83656	44275	10792	25555	15329	20966	14116	28612	265742
Maintenance Avg Dur Receipt to Clr	9.1	8.5	11.4	8.2	8.9	10	7.1	7.1	8.6	9
Maintenance Repeat Troubles 30-day	3308	12197	6874	1399	3563	2101	2503	1854	4039	37838
Maintenance Trouble Reports	22448	83706	44337	10794	25574	15342	20971	14121	28615	265908
% Mtce Repeat Troubles 30-day	14.7	14.6	15.5	13	13.9	13.7	11.9	13.1	14.1	14.2
Maintenance Trouble Reports	22448	83706	44337	10794	25574	15342	20971	14121	28615	265908
Line Count (Total)	1348300	4267312	2537974	845979	1593188	880627	1520893	975295	1859138	15828706
% Trouble Report Rate	1.66	1.96	1.75	1.28	1.61	1.74	1.38	1.45	1.54	1.68
Out of Service < 24 Hours	7273	24140	12731	3224	7844	5334	7098	4153	8775	80572
Out of Service	8271	26532	14751	3577	8950	6272	7601	4436	9585	89975
% Out of Service < 24 Hours	87.9	91	86.3	90.1	87.6	85	93.4	93.6	91.5	89.5

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Residence Resale Services Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	11458	52420	26749	6503	15611	7774	15291	8221	18562	162589
Provisioning Orders Completed	13065	59520	30340	7422	16842	9489	17125	9329	21012	184144
% Provisioning Appointments Met	87.7	88.07	88.16	87.62	92.69	81.93	89.29	88.12	88.34	88.29
Provisioning Troubles 30-day	5777	23673	12930	3242	6974	4678	5697	3805	8230	75006
Provisioning Orders Completed	13065	59520	30340	7422	16842	9489	17125	9329	21012	184144
% Provisioning Troubles 30-day	44.2	39.8	42.6	43.7	41.4	49.3	33.3	40.8	39.2	40.7
Maintenance Appointments Met	27855	91825	50515	15900	32407	20855	24682	16975	39833	320847
Maintenance Trouble Reports	31529	111143	60959	17668	38833	25409	28737	19247	42759	376284
% Maintenance Appointments Met	88.35	82.62	82.87	89.99	83.45	82.08	85.89	88.2	93.16	85.27
Maintenance Avg Dur Rec to Clr Hrs	989316	2830007	1545521	421367	1020643	823868	707773	429503	996798	9764795
Maintenance Avg Dur Rec to Clr Cnt	31494	110952	60861	17647	38785	25371	28691	19225	42712	375738
Maintenance Avg Dur Receipt to Clr	31.4	25.5	25.4	23.9	26.3	32.5	24.7	22.3	23.3	26
Maintenance Repeat Troubles 30-day	6910	21856	12048	3376	7305	5190	5563	3713	8796	74757
Maintenance Trouble Reports	31529	111143	60959	17668	38833	25409	28737	19247	42759	376284
% Mtce Repeat Troubles 30-day	21.9	19.7	19.8	19.1	18.8	20.4	19.4	19.3	20.6	19.9
Maintenance Trouble Reports	31529	111143	60959	17668	38833	25409	28737	19247	42759	376284
Line Count (Total)	1348300	4267312	2537974	845979	1593188	880627	1520893	975295	1859138	15828706
% Trouble Report Rate	2.34	2.60	2.40	2.09	2.44	2.89	1.89	1.97	2.30	2.38
Out of Service < 24 Hours	7833	37892	19800	6735	12609	5955	10424	7538	13147	121933
Out of Service	15460	55404	29379	8432	19832	12758	14102	9504	19187	184058
% Out of Service < 24 Hours	50.7	68.4	67.4	79.9	63.6	46.7	73.9	79.3	68.5	66.2

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Business Resale Services Residence Total	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	249011	789650	497729	144758	272147	189850	244528	171131	317767	2876571
Provisioning Orders Completed	250664	797171	501503	145874	273428	191612	246464	172273	320497	2899486
% Provisioning Appointments Met	99.34	99.06	99.25	99.23	99.53	99.08	99.21	99.34	99.15	99.21
Provisioning Troubles 30-day	10351	42864	23502	5652	12786	8144	10398	7145	14833	135675
Provisioning Orders Completed	250664	797171	501503	145874	273428	191612	246464	172273	320497	2899486
% Provisioning Troubles 30-day	4.13	5.38	4.69	3.87	4.68	4.25	4.22	4.15	4.63	4.68
Maintenance Appointments Met	49590	171539	88380	26499	56672	35764	45007	30696	67820	571967
Maintenance Trouble Reports	53977	194849	105296	28462	64407	40751	49708	33368	71374	642192
% Maintenance Appointments Met	91.87	88.04	83.93	93.10	87.99	87.76	90.54	91.99	95.02	89.06
Maintenance Avg Dur Rec to Clr Hrs	1194455	3543851	2050484	510030	1248272	977673	856648	529245	1243061	12153717
Maintenance Avg Dur Rec to Clr Cnt	53935	194608	105136	28439	64340	40700	49657	33341	71324	641480
Maintenance Avg Dur Receipt to Clr	22.15	18.21	19.50	17.93	19.40	24.02	17.25	15.87	17.43	18.95
Maintenance Repeat Troubles 30-day	10218	34053	18922	4775	10868	7291	8066	5567	12835	112595
Maintenance Trouble Reports	53977	194849	105296	28462	64407	40751	49708	33368	71374	642192
% Mtce Repeat Troubles 30-day	18.93	17.48	17.97	16.78	16.87	17.89	16.23	16.68	17.98	17.53
Maintenance Trouble Reports	53977	194849	105296	28462	64407	40751	49708	33368	71374	642192
Line Count (Total)	1348300	4267312	2537974	845979	1593188	880627	1520893	975295	1859138	15828706
% Trouble Report Rate	4.00	4.57	4.15	3.36	4.04	4.63	3.27	3.42	3.84	4.06
Out of Service < 24 Hours	15106	62032	32531	9959	20453	11289	17522	11691	21922	202505
Out of Service	23731	81936	44130	12009	28782	19030	21703	13940	28772	274033
% Out of Service < 24 Hours	63.66	75.71	73.72	82.93	71.06	59.32	80.74	83.87	76.19	73.90

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Business Resale Services Not Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	22044	90969	56041	15717	25709	18060	26703	18591	32741	306575
Provisioning Orders Completed	22068	91086	56171	15733	25741	18075	26742	18600	32784	307000
% Provisioning Appointments Met	99.89	99.87	99.77	99.9	99.88	99.92	99.85	99.95	99.87	99.86
Provisioning Troubles 30-day	803	4211	3003	498	1035	520	1397	736	1120	13323
Provisioning Orders Completed	22068	91086	56171	15733	25741	18075	26742	18600	32784	307000
% Provisioning Troubles 30-day	3.6	4.6	5.3	3.2	4	2.9	5.2	4	3.4	4.3
Maintenance Appointments Met	3194	14423	9402	1845	3703	1925	5432	2936	4512	47372
Maintenance Trouble Reports	3713	17098	11754	1969	4273	2075	5995	3257	4906	55040
% Maintenance Appointments Met	86.02	84.35	79.99	93.7	86.66	92.77	90.61	90.14	91.97	86.07
Maintenance Avg Dur Rec to Clr Hrs	20732	121093	93794	12043	25525	10821	35206	18413	31640	369266
Maintenance Avg Dur Rec to Clr Cnt	3711	17068	11726	1969	4268	2074	5992	3252	4902	54962
Maintenance Avg Dur Receipt to Clr	5.6	7.1	8	6.1	6	5.2	5.9	5.7	6.5	6.7
Maintenance Repeat Troubles 30-day	456	2141	1836	236	541	245	696	404	586	7141
Maintenance Trouble Reports	3713	17098	11754	1969	4273	2075	5995	3257	4906	55040
% Mtce Repeat Troubles 30-day	12.3	12.5	15.6	12	12.7	11.8	11.6	12.4	11.9	13
Maintenance Trouble Reports	3713	17098	11754	1969	4273	2075	5995	3257	4906	55040
Line Count (Total)	518353	1858328	1309415	296294	655387	359027	774347	399560	654344	6825055
% Trouble Report Rate	0.72	0.92	0.90	0.66	0.65	0.58	0.77	0.82	0.75	0.81
Out of Service < 24 Hours	1160	4954	3000	509	1151	633	1996	938	1234	15575
Out of Service	1202	5322	3267	544	1235	659	2073	990	1350	16642
% Out of Service < 24 Hours	96.5	93.1	91.8	93.6	93.2	96.1	96.3	94.7	91.4	93.6

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Business Resale Services Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	2968	12012	7053	1851	4198	2103	4099	2055	4529	40868
Provisioning Orders Completed	3211	13128	7585	2024	4440	2291	4510	2263	4921	44373
% Provisioning Appointments Met	92.43	91.5	92.99	91.45	94.55	91.79	90.89	90.81	92.03	92.1
Provisioning Troubles 30-day	970	4540	2870	530	1299	795	1330	754	1401	14489
Provisioning Orders Completed	3211	13128	7585	2024	4440	2291	4510	2263	4921	44373
% Provisioning Troubles 30-day	30.2	34.6	37.8	26.2	29.3	34.7	29.5	33.3	28.5	32.7
Maintenance Appointments Met	4162	17124	11414	2460	5535	3870	5854	3226	6592	60237
Maintenance Trouble Reports	5519	23826	14902	2856	7263	4391	7220	4201	7321	77499
% Maintenance Appointments Met	75.41	71.87	76.59	86.13	76.21	88.13	81.08	76.79	90.04	77.73
Maintenance Avg Dur Rec to Clr Hrs	60897	317700	178325	39372	82185	44231	102087	54283	89827	968908
Maintenance Avg Dur Rec to Clr Cnt	5513	23794	14887	2853	7254	4388	7217	4201	7313	77420
Maintenance Avg Dur Receipt to Clr	11	13.4	12	13.8	11.3	10.1	14.1	12.9	12.3	12.5
Maintenance Repeat Troubles 30-day	898	3719	2428	434	1131	647	1214	643	1280	12394
Maintenance Trouble Reports	5519	23826	14902	2856	7263	4391	7220	4201	7321	77499
% Mtce Repeat Troubles 30-day	16.3	15.6	16.3	15.2	15.6	14.7	16.8	15.3	17.5	16
Maintenance Trouble Reports	5519	23826	14902	2856	7263	4391	7220	4201	7321	77499
Line Count (Total)	518353	1858328	1309415	296294	655387	359027	774347	399560	654344	6825055
% Trouble Report Rate	1.06	1.28	1.14	0.96	1.11	1.22	0.93	1.05	1.12	1.14
Out of Service < 24 Hours	2327	9928	6397	1147	2884	1906	2929	1692	3031	32241
Out of Service	2532	11157	7079	1257	3229	2013	3323	1909	3339	35838
% Out of Service < 24 Hours	91.9	89	90.4	91.2	89.3	94.7	88.1	88.6	90.8	90

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Business Resale Services Business Total	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	25012	102981	63094	17568	29907	20163	30802	20646	37270	347443
Provisioning Orders Completed	25279	104214	63756	17757	30181	20366	31252	20863	37705	351373
% Provisioning Appointments Met	98.94	98.82	98.96	98.94	99.09	99.00	98.56	98.96	98.85	98.88
Provisioning Troubles 30-day	1773	8751	5873	1028	2334	1315	2727	1490	2521	27812
Provisioning Orders Completed	25279	104214	63756	17757	30181	20366	31252	20863	37705	351373
% Provisioning Troubles 30-day	7.01	8.40	9.21	5.79	7.73	6.46	8.73	7.14	6.69	7.92
Maintenance Appointments Met	7356	31547	20816	4305	9238	5795	11286	6162	11104	107609
Maintenance Trouble Reports	9232	40924	26656	4825	11536	6466	13215	7458	12227	132539
% Maintenance Appointments Met	79.68	77.09	78.09	89.22	80.08	89.62	85.40	82.62	90.82	81.19
Maintenance Avg Dur Rec to Clr Hrs	81629	438793	272119	51415	107710	55052	137293	72696	121467	1338174
Maintenance Avg Dur Rec to Clr Cnt	9224	40862	26613	4822	11522	6462	13209	7453	12215	132382
Maintenance Avg Dur Receipt to Clr	8.85	10.74	10.23	10.66	9.35	8.52	10.39	9.75	9.94	10.11
Maintenance Repeat Troubles 30-day	1354	5860	4264	670	1672	892	1910	1047	1866	19535
Maintenance Trouble Reports	9232	40924	26656	4825	11536	6466	13215	7458	12227	132539
% Mtce Repeat Troubles 30-day	14.67	14.32	16.00	13.89	14.49	13.80	14.45	14.04	15.26	14.74
Maintenance Trouble Reports	9232	40924	26656	4825	11536	6466	13215	7458	12227	132539
Line Count (Total)	518353	1858328	1309415	296294	655387	359027	774347	399560	654344	6825055
% Trouble Report Rate	1.78	2.20	2.04	1.63	1.76	1.80	1.71	1.87	1.87	1.94
Out of Service < 24 Hours	3487	14882	9397	1656	4035	2539	4925	2630	4265	47816
Out of Service	3734	16479	10346	1801	4464	2672	5396	2899	4689	52480
% Out of Service < 24 Hours	93.39	90.31	90.83	91.95	90.39	95.02	91.27	90.72	90.96	91.11

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Resale Services Not Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	259597	828199	527021	153972	282245	200136	255940	181501	331946	3020557
Provisioning Orders Completed	259667	828737	527334	154185	282327	200198	256081	181544	332269	3022342
% Provisioning Appointments Met	99.97	99.94	99.94	99.86	99.97	99.97	99.94	99.98	99.9	99.94
Provisioning Troubles 30-day	5377	23402	13575	2908	6847	3986	6098	4076	7723	73992
Provisioning Orders Completed	259667	828737	527334	154185	282327	200198	256081	181544	332269	3022342
% Provisioning Troubles 30-day	2.1	2.8	2.6	1.9	2.4	2	2.4	2.2	2.3	2.4
Maintenance Appointments Met	24929	94137	47267	12444	27968	16834	25757	16657	32499	298492
Maintenance Trouble Reports	26161	100804	56091	12763	29847	17417	26966	17378	33521	320948
% Maintenance Appointments Met	95.29	93.39	84.27	97.5	93.7	96.65	95.52	95.85	96.95	93
Maintenance Avg Dur Rec to Clr Hrs	225870	834937	598756	100706	253154	164626	184082	118155	277902	2758188
Maintenance Avg Dur Rec to Clr Cnt	26152	100724	56001	12761	29823	17403	26958	17368	33514	320704
Maintenance Avg Dur Receipt to Clr	8.6	8.3	10.7	7.9	8.5	9.5	6.8	6.8	8.3	8.6
Maintenance Repeat Troubles 30-day	3764	14338	8710	1635	4104	2346	3199	2258	4625	44979
Maintenance Trouble Reports	26161	100804	56091	12763	29847	17417	26966	17378	33521	320948
% Mtce Repeat Troubles 30-day	14.4	14.2	15.5	12.8	13.8	13.5	11.9	13	13.8	14
Maintenance Trouble Reports	26161	100804	56091	12763	29847	17417	26966	17378	33521	320948
Line Count (Total)	1866653	6125640	3847389	1142273	2248575	1239654	2295240	1374855	2513482	22653761
% Trouble Report Rate	1.40	1.65	1.46	1.12	1.33	1.40	1.17	1.26	1.33	1.42
Out of Service < 24 Hours	8433	29094	15731	3733	8995	5967	9094	5091	10009	96147
Out of Service	9473	31854	18018	4121	10185	6931	9674	5426	10935	106617
% Out of Service < 24 Hours	89	91.3	87.3	90.6	88.3	86.1	94	93.8	91.5	90.2

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Resale Services Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	14426	64432	33802	8354	19809	9877	19390	10276	23091	203457
Provisioning Orders Completed	16276	72648	37925	9446	21282	11780	21635	11592	25933	228517
% Provisioning Appointments Met	88.63	88.69	89.13	88.44	93.08	83.85	89.62	88.65	89.04	89.03
Provisioning Troubles 30-day	6747	28213	15800	3772	8273	5473	7027	4559	9631	89495
Provisioning Orders Completed	16276	72648	37925	9446	21282	11780	21635	11592	25933	228517
% Provisioning Troubles 30-day	41.5	38.8	41.7	39.9	38.9	46.5	32.5	39.3	37.1	39.2
Maintenance Appointments Met	32017	108949	61929	18360	37942	24725	30536	20201	46425	381084
Maintenance Trouble Reports	37048	134969	75861	20524	46096	29800	35957	23448	50080	453783
% Maintenance Appointments Met	86.42	80.72	81.63	89.46	82.31	82.97	84.92	86.15	92.7	83.98
Maintenance Avg Dur Rec to Clr Hrs	1050212	3147707	1723847	460739	1102828	868099	809860	483786	1086625	10733703
Maintenance Avg Dur Rec to Clr Cnt	37007	134746	75748	20500	46039	29759	35908	23426	50025	453158
Maintenance Avg Dur Receipt to Clr	28.4	23.4	22.8	22.5	24	29.2	22.6	20.7	21.7	23.7
Maintenance Repeat Troubles 30-day	7808	25575	14476	3810	8436	5837	6777	4356	10076	87151
Maintenance Trouble Reports	37048	134969	75861	20524	46096	29800	35957	23448	50080	453783
% Mtce Repeat Troubles 30-day	21.1	18.9	19.1	18.6	18.3	19.6	18.8	18.6	20.1	19.2
Maintenance Trouble Reports	37048	134969	75861	20524	46096	29800	35957	23448	50080	453783
Line Count (Total)	1866653	6125640	3847389	1142273	2248575	1239654	2295240	1374855	2513482	22653761
% Trouble Report Rate	1.98	2.20	1.97	1.80	2.05	2.40	1.57	1.71	1.99	2.00
Out of Service < 24 Hours	10160	47820	26197	7882	15493	7861	13353	9230	16178	154174
Out of Service	17992	66561	36458	9689	23061	14771	17425	11413	22526	219896
% Out of Service < 24 Hours	56.5	71.8	71.9	81.3	67.2	53.2	76.6	80.9	71.8	70.1

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Resale Services Residence	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	249011	789650	497729	144758	272147	189850	244528	171131	317767	2876571
Provisioning Orders Completed	250664	797171	501503	145874	273428	191612	246464	172273	320497	2899486
% Provisioning Appointments Met	99.34	99.06	99.25	99.23	99.53	99.08	99.21	99.34	99.15	99.21
Provisioning Troubles 30-day	10351	42864	23502	5652	12786	8144	10398	7145	14833	135675
Provisioning Orders Completed	250664	797171	501503	145874	273428	191612	246464	172273	320497	2899486
% Provisioning Troubles 30-day	4.1	5.4	4.7	3.9	4.7	4.3	4.2	4.1	4.6	4.7
Maintenance Appointments Met	49590	171539	88380	26499	56672	35764	45007	30696	67820	571967
Maintenance Trouble Reports	53977	194849	105296	28462	64407	40751	49708	33368	71374	642192
% Maintenance Appointments Met	91.87	88.04	83.93	93.1	87.99	87.76	90.54	91.99	95.02	89.06
Maintenance Avg Dur Rec to Clr Hrs	1194454	3543851	2050484	510030	1248272	977673	856648	529245	1243061	12153718
Maintenance Avg Dur Rec to Clr Cnt	53935	194608	105136	28439	64340	40700	49657	33341	71324	641480
Maintenance Avg Dur Receipt to Clr	22.1	18.2	19.5	17.9	19.4	24	17.3	15.9	17.4	18.9
Maintenance Repeat Troubles 30-day	10218	34053	18922	4775	10868	7291	8066	5567	12835	112595
Maintenance Trouble Reports	53977	194849	105296	28462	64407	40751	49708	33368	71374	642192
% Mtce Repeat Troubles 30-day	18.9	17.5	18	16.8	16.9	17.9	16.2	16.7	18	17.5
Maintenance Trouble Reports	53977	194849	105296	28462	64407	40751	49708	33368	71374	642192
Line Count (Total)	1348300	4267312	2537974	845979	1593188	880627	1520893	975295	1859138	15828706
% Trouble Report Rate	4.00	4.57	4.15	3.36	4.04	4.63	3.27	3.42	3.84	4.06
Out of Service < 24 Hours	15106	62032	32531	9959	20453	11289	17522	11691	21922	202505
Out of Service	23731	81936	44130	12009	28782	19030	21703	13940	28772	274033
% Out of Service < 24 Hours	63.7	75.7	73.7	82.9	71.1	59.3	80.7	83.9	76.2	73.9

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997

Resale Services Business	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	25012	102981	63094	17568	29907	20163	30802	20646	37270	347443
Provisioning Orders Completed	25279	104214	63756	17757	30181	20366	31252	20863	37705	351373
% Provisioning Appointments Met	98.94	98.82	98.96	98.94	99.09	99	98.56	98.96	98.85	98.88
Provisioning Troubles 30-day	1773	8751	5873	1028	2334	1315	2727	1490	2521	27812
Provisioning Orders Completed	25279	104214	63756	17757	30181	20366	31252	20863	37705	351373
% Provisioning Troubles 30-day	7	8.4	9.2	5.8	7.7	6.5	8.7	7.1	6.7	7.9
Maintenance Appointments Met	7356	31547	20816	4305	9238	5795	11286	6162	11104	107609
Maintenance Trouble Reports	9232	40924	26656	4825	11536	6466	13215	7458	12227	132539
% Maintenance Appointments Met	79.68	77.09	78.09	89.22	80.08	89.62	85.4	82.62	90.82	81.19
Maintenance Avg Dur Rec to Clr Hrs	81629	438793	272119	51415	107710	55052	137293	72696	121467	1338173
Maintenance Avg Dur Rec to Clr Cnt	9224	40862	26613	4822	11522	6462	13209	7453	12215	132382
Maintenance Avg Dur Receipt to Clr	8.85	10.74	10.23	10.66	9.35	8.52	10.39	9.75	9.94	10.11
Maintenance Repeat Troubles 30-day	1354	5860	4264	670	1672	892	1910	1047	1866	19535
Maintenance Trouble Reports	9232	40924	26656	4825	11536	6466	13215	7458	12227	132539
% Mtce Repeat Troubles 30-day	14.7	14.3	16	13.9	14.5	13.8	14.5	14	15.3	14.7
Maintenance Trouble Reports	9232	40924	26656	4825	11536	6466	13215	7458	12227	132539
Line Count (Total)	518353	1858328	1309415	296294	655387	359027	774347	399560	654344	6825055
% Trouble Report Rate	1.78	2.20	2.04	1.63	1.76	1.80	1.71	1.87	1.87	1.94
Out of Service < 24 Hours	3487	14882	9397	1656	4035	2539	4925	2630	4265	47816
Out of Service	3734	16479	10346	1801	4464	2672	5396	2899	4689	52480
% Out of Service < 24 Hours	93.4	90.3	90.8	91.9	90.4	95	91.3	90.7	91	91.1

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BST Totals
For the Time Period: 12/01/1997 - 12/31/1997
Resale Services
BST GRAND TOTAL

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	274023	892631	560823	162326	302054	210013	275330	191777	355037	3224014
Provisioning Orders Completed	275943	901385	565259	163631	303609	211978	277716	193136	358202	3250859
% Provisioning Appointments Met	99.30	99.03	99.22	99.20	99.49	99.07	99.14	99.30	99.12	99.17
Provisioning Troubles 30-day	12124	51615	29375	6680	15120	9459	13125	8635	17354	163487
Provisioning Orders Completed	275943	901385	565259	163631	303609	211978	277716	193136	358202	3250859
% Provisioning Troubles 30-day	4.39	5.73	5.20	4.08	4.98	4.46	4.73	4.47	4.84	5.03
Maintenance Appointments Met	56946	203086	109196	30804	65910	41559	56293	36858	78924	679576
Maintenance Trouble Reports	63209	235773	131952	33287	75943	47217	62923	40826	83601	774731
% Maintenance Appointments Met	90.09	86.14	82.75	92.54	86.79	88.02	89.46	90.28	94.41	87.72
Maintenance Avg Dur Rec to Clr Hrs	1276084	3982644	2322603	561445	1355982	1032725	993941	601941	1364528	13491891
Maintenance Avg Dur Rec to Clr Cnt	63159	235470	131749	33261	75862	47162	62866	40794	83539	773862
Maintenance Avg Dur Receipt to Clr	20.20	16.91	17.63	16.88	17.87	21.90	15.81	14.76	16.33	17.43
Maintenance Repeat Troubles 30-day	11572	39913	23186	5445	12540	8183	9976	6614	14701	132130
Maintenance Trouble Reports	63209	235773	131952	33287	75943	47217	62923	40826	83601	774731
% Mtce Repeat Troubles 30-day	18.31	16.93	17.57	16.36	16.51	17.33	15.85	16.20	17.58	17.05
Maintenance Trouble Reports	63209	235773	131952	33287	75943	47217	62923	40826	83601	774731
Line Count (Total)	1866653	6125640	3847389	1142273	2248575	1239654	2295240	1374855	2513482	22653761
% Trouble Report Rate	3.39	3.85	3.43	2.91	3.38	3.81	2.74	2.97	3.33	3.42
Out of Service < 24 Hours	18593	76914	41928	11615	24488	13828	22447	14321	26187	250321
Out of Service	27465	98415	54476	13810	33246	21702	27099	16839	33461	326513
% Out of Service < 24 Hours	67.70	78.15	76.97	84.11	73.66	63.72	82.83	85.05	78.26	76.66

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998
Residence Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	277260	854140	553575	169496	292083	196997	302937	210745	360259	3217492
Provisioning Orders Completed	277396	854579	553702	169747	292185	197088	303050	210809	360658	3219214
% Provisioning Appointments Met	99.95	99.95	99.98	99.85	99.97	99.95	99.96	99.97	99.89	99.95
Provisioning Troubles 30-day	5173	15096	12575	2620	6626	3657	6063	4355	7880	69142
Provisioning Orders Completed	277396	854579	553702	169747	292185	197088	303050	210809	360658	3219214
% Provisioning Troubles 30-day	1.9	1.8	2.3	1.5	2.3	1.9	2	2.1	2.2	2.1
Maintenance Appointments Met	24880	60877	44797	10850	31876	16241	26707	16559	34306	288030
Maintenance Trouble Reports	25768	63878	53363	11119	34290	16835	27817	17074	35351	308045
% Maintenance Appointments Met	96.55	95.3	83.95	97.58	92.96	96.47	96.01	96.98	97.04	93.5
Maintenance Avg Dur Rec to Clr Hrs	357828	514023	715220	95473	576566	269303	257701	129236	404286	3510612
Maintenance Avg Dur Rec to Clr Cnt	25766	63837	53215	11114	34269	16826	27817	17069	35350	307793
Maintenance Avg Dur Receipt to Clr	13.9	8.1	13.4	8.6	16.8	16	9.3	7.6	11.4	11.4
Maintenance Repeat Troubles 30-day	3698	9035	7709	1383	5011	2576	3423	2064	4889	43011
Maintenance Trouble Reports	25768	63878	53363	11119	34290	16835	27817	17074	35351	308045
% Mtce Repeat Troubles 30-day	14.4	14.1	14.4	12.4	14.6	15.3	12.3	12.1	13.8	14
Maintenance Trouble Reports	25768	63878	53363	11119	34290	16835	27817	17074	35351	308045
Line Count (Total)	1350969	4296614	2547023	846537	1595308	883127	1524542	978325	1863022	15885467
% Trouble Report Rate	1.91	1.49	2.10	1.31	2.15	1.91	1.82	1.75	1.90	1.94
Out of Service < 24 Hours	6710	16988	11724	3129	9638	4501	8761	4620	10014	82144
Out of Service	8929	18515	13875	3368	13703	6255	10028	5079	11952	98326
% Out of Service < 24 Hours	75.1	91.8	84.5	92.9	70.3	72	87.4	91	83.8	83.5

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998

Residence Resale Services Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	11598	55933	30131	6739	15243	7697	15017	9712	17934	170004
Provisioning Orders Completed	13286	63381	34239	7713	17108	9950	16966	10801	20675	194119
% Provisioning Appointments Met	87.29	88.25	88	87.37	89.1	77.36	88.51	89.92	86.74	87.58
Provisioning Troubles 30-day	7248	17608	15203	3843	9376	5937	7210	4831	9834	86460
Provisioning Orders Completed	13286	63381	34239	7713	17108	9950	16966	10801	20675	194119
% Provisioning Troubles 30-day	54.6	27.8	44.4	49.8	54.8	59.7	42.5	44.7	47.6	44.5
Maintenance Appointments Met	39207	72166	62275	20030	46999	27258	34646	22380	51047	397635
Maintenance Trouble Reports	44139	84777	74255	22303	60251	33406	40082	25284	55517	465345
% Maintenance Appointments Met	88.83	85.12	83.87	89.81	78.01	81.6	86.44	88.51	91.95	85.45
Maintenance Avg Dur Rec to Clr Hrs	1779116	2089039	1885068	550710	2408322	1477893	1087987	610675	1498316	13882280
Maintenance Avg Dur Rec to Clr Cnt	44060	84621	74133	22286	60061	33350	40051	25263	55472	464587
Maintenance Avg Dur Receipt to Clr	40.4	24.7	25.4	24.7	40.1	44.3	27.2	24.2	27	29.9
Maintenance Repeat Troubles 30-day	9242	17068	14544	4162	11568	6943	7666	4855	11172	92056
Maintenance Trouble Reports	44139	84777	74255	22303	60251	33406	40082	25284	55517	465345
% Mtce Repeat Troubles 30-day	20.9	20.1	19.6	18.7	19.2	20.8	19.1	19.2	20.1	19.8
Maintenance Trouble Reports	44139	84777	74255	22303	60251	33406	40082	25284	55517	465345
Line Count (Total)	1350969	4296614	2547023	846537	1595308	883127	1524542	978325	1863022	15885467
% Trouble Report Rate	3.27	1.97	2.92	2.63	3.78	3.78	2.63	2.58	2.98	2.93
Out of Service < 24 Hours	6773	27474	22333	8307	12985	4963	12833	8863	14423	128508
Out of Service	19588	38154	32976	9773	30450	15357	18729	11886	24024	212498
% Out of Service < 24 Hours	34.6	72	67.7	85	42.6	32.3	68.5	74.6	60	60.5

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998

Resale Services Residence	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	288858	910073	583706	176235	307326	204694	317954	220457	378193	3387496
Provisioning Orders Completed	290682	917960	587941	177460	309293	207038	320016	221610	381333	3413333
% Provisioning Appointments Met	99.37	99.14	99.28	99.31	99.36	98.87	99.36	99.48	99.18	99.24
Provisioning Troubles 30-day	12421	32704	27778	6463	16002	9594	13273	9186	17714	155602
Provisioning Orders Completed	290682	917960	587941	177460	309293	207038	320016	221610	381333	3413333
% Provisioning Troubles 30-day	4.3	3.6	4.7	3.6	5.2	4.6	4.1	4.1	4.6	4.6
Maintenance Appointments Met	64087	133043	107072	30880	78875	43499	61353	38939	85353	685665
Maintenance Trouble Reports	69907	148655	127618	33422	94541	50241	67899	42358	90868	773390
% Maintenance Appointments Met	91.67	89.5	83.9	92.39	83.43	86.58	90.36	91.93	93.93	88.66
Maintenance Avg Dur Rec to Clr Hrs	2136943	2603061	2600288	646184	2984888	1747196	1345688	739910	1902602	17392892
Maintenance Avg Dur Rec to Clr Cnt	69826	148458	127348	33400	94330	50176	67868	42332	90822	772380
Maintenance Avg Dur Receipt to Clr	30.6	17.5	20.4	19.3	31.6	34.8	19.8	17.5	20.9	22.5
Maintenance Repeat Troubles 30-day	12940	26103	22253	5545	16579	9519	11089	6919	16061	135067
Maintenance Trouble Reports	69907	148655	127618	33422	94541	50241	67899	42358	90868	773390
% Mtce Repeat Troubles 30-day	18.5	17.6	17.4	16.6	17.5	18.9	16.3	16.3	17.7	17.5
Maintenance Trouble Reports	69907	148655	127618	33422	94541	50241	67899	42358	90868	773390
Line Count (Total)	1350969	4296614	2547023	846537	1595308	883127	1524542	978325	1863022	15885467
% Trouble Report Rate	5.17	3.46	5.01	3.95	5.93	5.69	4.45	4.33	4.88	4.87
Out of Service < 24 Hours	13483	44462	34057	11436	22623	9464	21594	13483	24437	210652
Out of Service	28517	56669	46851	13141	44153	21612	28757	16965	35976	310824
% Out of Service < 24 Hours	47.3	78.5	72.7	87	51.2	43.8	75.1	79.5	67.9	67.8

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998

Business Resale Services Not Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	23175	91844	57915	15731	24467	16698	26933	15630	32440	304833
Provisioning Orders Completed	23288	91952	57962	15763	24490	16720	26953	15639	32474	305241
% Provisioning Appointments Met	99.51	99.88	99.92	99.8	99.91	99.87	99.93	99.94	99.9	99.87
Provisioning Troubles 30-day	823	3148	3333	492	1095	515	1293	776	1293	13839
Provisioning Orders Completed	23288	91952	57962	15763	24490	16720	26953	15639	32474	305241
% Provisioning Troubles 30-day	3.5	3.4	5.8	3.1	4.5	3.1	4.8	5	4	4.5
Maintenance Appointments Met	3129	11365	11489	2102	4626	2489	6196	3185	5754	54139
Maintenance Trouble Reports	3716	13196	15023	2248	5501	2713	6792	3474	6139	63142
% Maintenance Appointments Met	84.2	86.12	76.48	93.51	84.09	91.74	91.22	91.68	93.73	85.74
Maintenance Avg Dur Rec to Clr Hrs	22438	87529	152440	14888	41193	16585	45788	17789	34440	462403
Maintenance Avg Dur Rec to Clr Cnt	3713	13188	14988	2246	5488	2710	6788	3474	6138	63068
Maintenance Avg Dur Receipt to Clr	6	6.6	10.2	6.6	7.5	6.1	6.7	5.1	5.6	7.3
Maintenance Repeat Troubles 30-day	376	1552	2312	261	679	300	888	390	749	8060
Maintenance Trouble Reports	3716	13196	15023	2248	5501	2713	6792	3474	6139	63142
% Mtce Repeat Troubles 30-day	10.1	11.8	15.4	11.6	12.3	11.1	13.1	11.2	12.2	12.8
Maintenance Trouble Reports	3716	13196	15023	2248	5501	2713	6792	3474	6139	63142
Line Count (Total)	518163	1859636	1308218	296277	655061	360107	774338	400294	652723	6824817
% Trouble Report Rate	0.72	0.71	1.15	0.76	0.84	0.75	0.88	0.87	0.94	0.93
Out of Service < 24 Hours	1104	3598	3224	609	1657	833	1936	884	1520	16555
Out of Service	1165	3827	3729	639	1861	856	2101	930	1618	17982
% Out of Service < 24 Hours	94.8	94	86.5	95.3	89	97.3	92.1	95.1	93.9	92.1

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998

Business Resale Services Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	3964	16413	8795	2463	4792	2567	4961	2653	5662	52270
Provisioning Orders Completed	4277	17676	9418	2625	5096	2857	5406	2898	6106	56359
% Provisioning Appointments Met	92.68	92.85	93.39	93.83	94.03	89.85	91.77	91.55	92.73	92.74
Provisioning Troubles 30-day	1290	3734	2961	599	1585	969	1541	970	1597	16332
Provisioning Orders Completed	4277	17676	9418	2625	5096	2857	5406	2898	6106	56359
% Provisioning Troubles 30-day	30.2	21.1	31.4	22.8	31.1	33.9	28.5	33.5	26.2	29
Maintenance Appointments Met	5568	14525	13674	3230	8017	5759	8113	4333	8374	75958
Maintenance Trouble Reports	7935	19524	17802	3797	11769	6730	10009	5726	9476	98320
% Maintenance Appointments Met	70.17	74.4	76.81	85.07	68.12	85.57	81.06	75.67	88.37	77.26
Maintenance Avg Dur Rec to Clr Hrs	90622	258842	219490	55101	153410	72400	151419	74214	119966	1258607
Maintenance Avg Dur Rec to Clr Cnt	7930	19510	17778	3794	11759	6729	10004	5724	9470	98247
Maintenance Avg Dur Receipt to Clr	11.4	13.3	12.3	14.5	13	10.8	15.1	13	12.7	12.8
Maintenance Repeat Troubles 30-day	1179	2996	2759	566	1778	1028	1592	834	1531	15090
Maintenance Trouble Reports	7935	19524	17802	3797	11769	6730	10009	5726	9476	98320
% Mtce Repeat Troubles 30-day	14.9	15.3	15.5	14.9	15.1	15.3	15.9	14.6	16.2	15.3
Maintenance Trouble Reports	7935	19524	17802	3797	11769	6730	10009	5726	9476	98320
Line Count (Total)	518163	1859636	1308218	296277	655061	360107	774338	400294	652723	6824817
% Trouble Report Rate	1.53	1.05	1.36	1.28	1.80	1.87	1.29	1.43	1.45	1.44
Out of Service < 24 Hours	3232	7944	7276	1521	4636	2660	3897	2222	3800	39453
Out of Service	3499	8989	8071	1685	5268	2818	4570	2505	4248	44111
% Out of Service < 24 Hours	92.4	88.4	90.1	90.3	88	94.4	85.3	88.7	89.5	89.4

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998

Resale Services Business	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	27139	108257	66710	18194	29259	19265	31894	18283	38102	357103
Provisioning Orders Completed	27565	109628	67380	18388	29586	19577	32359	18537	38580	361600
% Provisioning Appointments Met	98.45	98.75	99.01	98.94	98.89	98.41	98.56	98.63	98.76	98.76
Provisioning Troubles 30-day	2113	6882	6294	1091	2680	1484	2834	1746	2890	30171
Provisioning Orders Completed	27565	109628	67380	18388	29586	19577	32359	18537	38580	361600
% Provisioning Troubles 30-day	7.7	6.3	9.3	5.9	9.1	7.6	8.8	9.4	7.5	8.3
Maintenance Appointments Met	8697	25890	25163	5332	12643	8248	14309	7518	14128	130097
Maintenance Trouble Reports	11651	32720	32825	6045	17270	9443	16801	9200	15615	161462
% Maintenance Appointments Met	74.65	79.13	76.66	88.21	73.21	87.35	85.17	81.72	90.48	80.57
Maintenance Avg Dur Rec to Clr Hrs	113059	346371	371930	69989	194603	88985	197207	92003	154406	1721010
Maintenance Avg Dur Rec to Clr Cnt	11643	32698	32766	6040	17247	9439	16792	9198	15608	161315
Maintenance Avg Dur Receipt to Clr										
Maintenance Repeat Troubles 30-day	1555	4548	5071	827	2457	1328	2480	1224	2280	23150
Maintenance Trouble Reports	11651	32720	32825	6045	17270	9443	16801	9200	15615	161462
% Mtce Repeat Troubles 30-day	13.3	13.9	15.4	13.7	14.2	14.1	14.8	13.3	14.6	14.3
Maintenance Trouble Reports	11651	32720	32825	6045	17270	9443	16801	9200	15615	161462
Line Count (Total)	518163	1859636	1308218	296277	655061	360107	774338	400294	652723	6824817
% Trouble Report Rate	2.25	1.76	2.51	2.04	2.64	2.62	2.17	2.30	2.39	2.37
Out of Service < 24 Hours	4336	11542	10500	2130	6293	3493	5833	3106	5320	56008
Out of Service	4664	12816	11800	2324	7129	3674	6671	3435	5866	62093
% Out of Service < 24 Hours	93	90.1	89	91.7	88.3	95.1	87.4	90.4	90.7	90.2

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BST Totals
For the Time Period: 01/01/1998 - 01/31/1998
Resale Services
Not Dispatched-Out

	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	300435	945984	611490	185227	316550	213695	329870	226375	392699	3522325
Provisioning Orders Completed	300684	946531	611664	185510	316675	213808	330003	226448	393132	3524455
% Provisioning Appointments Met	99.92	99.94	99.97	99.85	99.96	99.95	99.96	99.97	99.89	99.94
Provisioning Troubles 30-day	5996	18244	15908	3112	7721	4172	7356	5131	9173	82981
Provisioning Orders Completed	300684	946531	611664	185510	316675	213808	330003	226448	393132	3524455
% Provisioning Troubles 30-day	2	1.9	2.6	1.7	2.4	2	2.2	2.3	2.3	2.4
Maintenance Appointments Met	28009	72242	56286	12952	36502	18730	32903	19744	40060	342169
Maintenance Trouble Reports	29484	77074	68386	13367	39791	19548	34609	20548	41490	371187
% Maintenance Appointments Met	95	93.73	82.31	96.9	91.73	95.82	95.07	96.09	96.55	92.18
Maintenance Avg Dur Rec to Clr Hrs	380265	601552	867660	110362	617759	285887	303488	147024	438726	3973015
Maintenance Avg Dur Rec to Clr Cnt	29479	77025	68203	13360	39757	19536	34605	20543	41488	370861
Maintenance Avg Dur Receipt to Clr	12.9	7.8	12.7	8.3	15.5	14.6	8.8	7.2	10.6	10.7
Maintenance Repeat Troubles 30-day	4074	10587	10021	1644	5690	2876	4311	2454	5638	51071
Maintenance Trouble Reports	29484	77074	68386	13367	39791	19548	34609	20548	41490	371187
% Mtce Repeat Troubles 30-day	13.8	13.7	14.7	12.3	14.3	14.7	12.5	11.9	13.6	13.8
Maintenance Trouble Reports	29484	77074	68386	13367	39791	19548	34609	20548	41490	371187
Line Count (Total)	1869132	6156250	3855241	1142814	2250369	1243234	2298880	1378619	2515745	22710284
% Trouble Report Rate	1.58	1.25	1.77	1.17	1.77	1.57	1.51	1.49	1.65	1.63
Out of Service < 24 Hours	7814	20586	14948	3738	11295	5334	10697	5504	11534	98699
Out of Service	10094	22342	17604	4007	15564	7111	12129	6009	13570	116308
% Out of Service < 24 Hours	77.4	92.1	84.9	93.3	72.6	75	88.2	91.6	85	84.9

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity
or when a divide by zero error would result.

BST Totals
For the Time Period: 01/01/1998 - 01/31/1998

Resale Services Dispatched-Out	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
Provisioning Appointments Met	15562	72346	38926	9202	20035	10264	19978	12365	23596	222274
Provisioning Orders Completed	17563	81057	43657	10338	22204	12807	22372	13699	26781	250478
% Provisioning Appointments Met	88.61	89.25	89.16	89.01	90.23	80.14	89.3	90.26	88.11	88.74
Provisioning Troubles 30-day	8538	21342	18164	4442	10961	6906	8751	5801	11431	102792
Provisioning Orders Completed	17563	81057	43657	10338	22204	12807	22372	13699	26781	250478
% Provisioning Troubles 30-day	48.6	26.3	41.6	43	49.4	53.9	39.1	42.3	42.7	41
Maintenance Appointments Met	44775	86691	75949	23260	55016	33017	42759	26713	59421	473593
Maintenance Trouble Reports	52074	104301	92057	26100	72020	40136	50091	31010	64993	563665
% Maintenance Appointments Met	85.98	83.12	82.5	89.12	76.39	82.26	85.36	86.14	91.43	84.02
Maintenance Avg Dur Rec to Clr Hrs	1869737	2347881	2104558	605811	2561732	1550294	1239406	684889	1618282	15140888
Maintenance Avg Dur Rec to Clr Cnt	51990	104131	91911	26080	71820	40079	50055	30987	64942	562834
Maintenance Avg Dur Receipt to Clr	36	22.5	22.9	23.2	35.7	38.7	24.8	22.1	24.9	26.9
Maintenance Repeat Troubles 30-day	10421	20064	17303	4728	13346	7971	9258	5689	12703	107146
Maintenance Trouble Reports	52074	104301	92057	26100	72020	40136	50091	31010	64993	563665
% Mtce Repeat Troubles 30-day	20	19.2	18.8	18.1	18.5	19.9	18.5	18.3	19.5	19
Maintenance Trouble Reports	52074	104301	92057	26100	72020	40136	50091	31010	64993	563665
Line Count (Total)	1869132	6156250	3855241	1142814	2250369	1243234	2298880	1378619	2515745	22710284
% Trouble Report Rate	2.79	1.69	2.39	2.28	3.20	3.23	2.18	2.25	2.58	2.48
Out of Service < 24 Hours	10005	35418	29609	9828	17621	7623	16730	11085	18223	167961
Out of Service	23087	47143	41047	11458	35718	18175	23299	14391	28272	256609
% Out of Service < 24 Hours	43.3	75.1	72.1	85.8	49.3	41.9	71.8	77	64.5	65.5

NA = Not Applicable
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or when a divide by zero error would result.

BST TOTALS
For the Time Period: 01/01/1998 - 01/31/1998

Resale Services Grand Total	AL	FL	GA	KY	LA	MS	NC	SC	TN	EC Region
Provisioning Appointments Met	315997	1018330	650416	194429	336585	223959	349848	238740	416295	3744599
Provisioning Orders Completed	318247	1027588	655321	195848	338879	226615	352375	240147	419913	3774933
% Provisioning Appointments Met	99.29	99.1	99.25	99.28	99.32	98.83	99.28	99.41	99.14	99.2
Provisioning Troubles 30-day	14534	39586	34072	7554	18682	11078	16107	10932	20604	185773
Provisioning Orders Completed	318247	1027588	655321	195848	338879	226615	352375	240147	419913	3774933
% Provisioning Troubles 30-day	4.6	3.9	5.2	3.9	5.5	4.9	4.6	4.6	4.9	4.9
Maintenance Appointments Met	72784	158933	132235	36212	91518	51747	75662	46457	99481	815762
Maintenance Trouble Reports	81558	181375	160443	39467	111811	59684	84700	51558	106483	934852
% Maintenance Appointments Met	89.24	87.63	82.42	91.75	81.85	86.7	89.33	90.11	93.42	87.26
Maintenance Avg Dur Rec to Clr Hrs	2250003	2949433	2972219	716173	3179491	1836181	1542895	831913	2057008	18335316
Maintenance Avg Dur Rec to Clr Cnt	81469	181156	160114	39440	111577	59615	84660	51530	106430	933695
Maintenance Avg Dur Receipt to Clr	27.6	16.3	18.6	18.2	28.5	30.8	18.2	16.1	19.3	20.5
Maintenance Repeat Troubles 30-day	14495	30651	27324	6372	19036	10847	13569	8143	18341	158217
Maintenance Trouble Reports	81558	181375	160443	39467	111811	59684	84700	51558	106483	934852
% Mtce Repeat Troubles 30-day	17.8	16.9	17	16.1	17	18.2	16	15.8	17.2	16.9
Maintenance Trouble Reports	81558	181375	160443	39467	111811	59684	84700	51558	106483	934852
Line Count (Total)	1869132	6156250	3855241	1142814	2250369	1243234	2298880	1378619	2515745	22710284
% Trouble Report Rate	4.36	2.95	4.16	3.45	4.97	4.80	3.68	3.74	4.23	4.12
Out of Service < 24 Hours	17819	56004	44557	13566	28916	12957	27427	16589	29757	266660
Out of Service	33181	69485	58651	15465	51282	25286	35428	20400	41842	372917
% Out of Service < 24 Hours	53.7	80.6	76	87.7	56.4	51.2	77.4	81.3	71.1	71.5

NA = Not Applicable
(NA indicates measurements that do not apply to the particular measure
Blank cells occur as a result of either No activity

Ex, 30

BellSouth Telecommunications, Inc.
Florida Public Service Commission Docket No. 980119 -TP
Late Filed Deposition Exhibit WC-1
April 28, 1998

REQUEST: Log of telephone calls of Wayne Carnes regarding Supra.

RESPONSE: Please see attached.

RESPONSE PREPARED BY: Wayne Carnes
Account Manager
3535 Colonnade Parkway
Birmingham, Alabama

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 30
COMPANY/ WITNESS: Carnes
DATE: 4-30-98

Voice Mail/Telephone Record

Date
For
Fax
Message
Action Taken
☐ Completed ☐ Time Activated

Date Time From
For Company
Fax Phone
Message
Action Taken
☑ Completed ☐ Time Activated

Date 1/10/13 Time From Supra to
For Supra Company Supra
Fax 305-443-3110 Phone
Message X 200
Action Taken
☐ Completed ☐ Time Activated

Date me From
For Company
Fax Phone
Message
Action Taken
☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Message Taken By

Date | Time | From

For | Company

Fax | Phone

Message

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☐ Completed ☐ Time Activated

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Action Taken

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Voice Mail/Telephone Record

Date Todd Rankin Time From AJ Gonzales

For 305 443 3210 Company 305-443-3210

Fax x240 Phone x 230

Message ASAP

3:00 Conf Call

Action Taken Early Bird

☐ Completed ☐ Time Activated

Date Time From

For Company

Fax Phone

Message

Action Taken

☐ Completed ☐ Time Activated

Date Time From

For Company

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☐ Completed ☐ Time Activated

Printed in U.S.A. © Time Systems, Inc. 1991

Voice Mail/Telephone Record

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For | Company

Fax | Phone

Message

Action Taken

☐ Completed ☐ Time Activated

Date Bob Campbell Time From

For x201 NEWS Company IWL CONNECT

Fax Phone

Message Manuel Marcell

281-929-1078

Action Taken tariff

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Date Time From

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For _____ Company _____

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Action Taken _____

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Date John Faakes Time Network From _____

For Sysco Company Mgr of Fleet Mtnce

Fax 305-260-8210 Phone John Rourke

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☐ Completed ☐ Time Activated

Date _____ Time _____ From _____

For _____ Company _____

Fax _____ Phone _____

Message _____

Action Taken _____

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Voice Mail/Telephone Record

Date	John Rooke	Time	From
For			Company Pat Finlaw
Fax		251 UNE	Phone 404-927-8389
Message		053 FCC Tariff	
Action Taken			☐ Completed ☐ Time Activated

Date		Time	From
For			Company
Fax			Phone
Message			
Action Taken			☐ Completed ☐ Time Activated

Date		Time	From
For			Company
Fax			Phone
Message			
Action Taken			☐ Completed ☐ Time Activated

Date		Time	From
For			Company
Fax			Phone
Message			
Action Taken			☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Message Taken By

Date LISA BADDOUR Time From

For 9000 x171 Company

Fax Phone

Message BOB Campbell NC DNCI COMES

Action Taken

☐ Completed ☐ Time Activated

Date Time From

For

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Voice Mail/Telephone Record

Message Taken By

Date LISA BROWN Time From

For 9002 x 171 Company

Fax Phone

Message BOB Campbell NC&NCI 60005

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Date Time From

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Date Dolly PCS Time | From

For | Company

Fax | Phone

Message TAX IN EACH COMMUNITY ATLANTIC Telcom

Action Taken

☐ Completed ☐ Time Activated

Date Lynda Supra Time | From

For | Company

Fax 7649 | Phone 2

Message

Action Taken

☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Message Taken By

Date | Time | From

For KA/ Ramos | Company

Fax 415-771-1180 | Phone

Message RM 1107

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Date | Time | From

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For 3054433710 x200 | Company

Fax | Phone

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For | Company

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For

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Date CA Time From

For Syara Company

Fax UNBUNDLED CLASS Phone $700.00

Message No 2021 UNE

Action Taken

☐ Completed ☐ Time Activated

Date

For

Fax

Message

Action Taken

☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Date SUPRA Time
From JOHN WILLIAMS
For
Company
Fax Tues - Fri
305 443 3710
Phone 305 961 954 C B A
Message 216
Action Taken
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Supra
Greg Bur
Jewett Fields
Pat Finland
927 8389

Voice Mail/Telephone Record

Date Brad Hamilton Time From

For Super LENS Company

Fax 305-443-370 Phone

Message 210

473-72-6464 SS 201

Action Taken

☐ Completed ☐ Time Activated

Date Time From

For Company

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Date From

For Company

Fax Phone

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Action Taken

☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Date John Radke Time 345 From

For Supra VP Eng Company

Fax Linda Walker Phone contract #1941

Message CC PC LD

Action Taken

☐ Completed ☐ Time Activated

Date Time From

For Company

Fax Phone

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Date Time From

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Voice Mail/Telephone Record

Date Bob Campbell Time From

For UNE Company

Fax 3 x 201 Phone

Message

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Date From

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Date 3/4/04 x 260 Time 645 From

For Southwest Phone Restricted Company

Fax LW Myers Phone 911

Message Darrell

Expire x [redacted] 216

Action Taken Dgn Coulter EZ Phone Q Acc

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[redacted]

Date Time From

For Company

Fax Phone

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[redacted]

Date From

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[redacted] © [redacted]

Voice Mail/Telephone Record

Date Time From

For Company

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Message

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☐ Completed ☐ Time Activated

Jon. J Rad Lee
Acct # 2us
LINDA WALKER
301

Date Time From

For Company

Fax Phone

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Date Time From

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Date Time From

For Lydia Company

Fax 305-443-3710 x200 Phone

Message Info on voice mail programming

Action Taken

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Voice Mail/Telephone Record

Date Time From

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Date John Rankin Time From

For Location of C.O Company PLANNING SESSION

Fax Phone

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Action Taken phy Add

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Date Time From

For Company

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Voice Mail/Telephone Record

Date Anne Hamilton Time From

For K216

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For Company

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Voice Mail/Telephone Record

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For Company

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Date Time From

For Company

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☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Message Taken By

Date _____ Time _____ From _____

For _____ Company _____

Fax _____ Phone _____

Message Bob Campbell
Lynn Morley Super
AJ Gonzales
Action Taken 305-717-6715

☐ Completed ☐ Time Activated

Date _____ From _____

For _____ Company _____

Fax _____ Phone _____

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☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Message Taken By

Date Time From

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☐ Completed ☐ Time Activated

Date Lydia Time From

For [illegible]-3710 Company

Fax X300 Phone

Message

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Action Taken

☐ Completed ☐ Time Activated

Date From

For Company

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Date Time From

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Message X200

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☐ Completed ☐ Time Activated

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Date Time From

For Company

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☐ Completed ☐ Time Activated

Date _____ Time _____ From _____

For Robert (Campbell) Company 153-34-1142

Fax AJ Bond Phone _____

Message Hector Martin A.K.

Lydia Nobili 1-850-858-3087

Action Taken 200 Lyons Mail Trans.

Via Fax ☐ Completed ☐ Time Activated

Date _____ From _____

For _____ Company _____

Fax _____ Phone _____

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Date _____ From _____

For _____ Company _____

Fax _____ Phone _____

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☐ Completed ☐ Time Activated

© Printed in U.S.A.

Voice Mail/Telephone Record

Date Time From

For L.A. Company

Fax billing staff Phone 927-7551

Message UNE CONCERNS Le Ann

STILW731

POM

Action Taken

☐ Completed ☐ Time Activated

Date

For

Fax

Message

Action Taken

Date Time From

For Company

Fax Phone

Message

Action Taken

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Voice Mail/Telephone Record

Message Taken By

Date

From

For

Company

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Message

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☐ Completed ☐ Time Activated

Date May Edwards Loy Time 2:50

From

For LSR

Company

Fax Loss

Phone

Message Traffic Intranet

Action Taken FOC

☐ Completed ☐ Time Activated

Date

For

Fax

Mes

Action Taken

☐ Completed ☐ Time Activated

Date Lydia Suyam Time

From

For 334 443 3710

Company

Fax

Phone

Message talksouth people to let them know calls were answered NANP pilot finish

Action Taken

☐ Completed ☐ Time Activated

Voice Mail/Telephone Record

Message Taken By

Date

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☐ Completed ☐ Time Activated

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Billing Number	Circuit Number	Earning Number	USOC	QTY	Rate	Total	Service Address
305Q822670	70.IBSD.508267..SB	3054614024	9ZEBR	1	2.44	2.44	2620 SW 27TH AV, MIA
305Q822670	70.IBSD.508267..SB	3054614024	9ZR	1	5	5	2620 SW 27TH AV, MIA
305Q822670	70.IBSD.508267..SB	3054614024	LQGFX	2	16.25	32.5	2620 SW 27TH AV, MIA
305Q822670	70.IBSD.508267..SB	3054614024	LQTTB	1	55	55	2620 SW 27TH AV, MIA
305Q822670	70.QEDA.501322..SB	305W254715	FPL3L	1	0	0	1850 ALTON ROAD
305Q822670	70.QEDA.501322..SB	305W254715	CRXUX	1	0	0	45 NW 5TH ST, MIA/SN TELCO
305Q822670	70.QEDA.501322..SB	305W254715	CTG	1	0	0	45 NW 5TH ST, MIA/SN TELCO
305Q822670	70.QEDA.501322..SB	305W254715	FRH56	1	40.76	40.76	45 NW 5TH ST, MIA/SN TELCO
305Q822670	70.QEDA.501322..SB	305W254715	FRVRO	1	0	0	45 NW 5TH ST, MIA/SN TELCO
305Q822670	70.QEDA.501322..SB	305W254715	XAFD1	1	0	0	45 NW 5TH ST, MIA/SN TELCO
305Q822670	70.QEDA.501322..SB	305W254715	9ZR	1	8.17	8.17	1850 ALTON RD, M*B/SN MARTINO TIRE COMPANY
305Q822670	70.QEDA.501322..SB	305W254715	FP156	1	42.43	42.43	1850 ALTON RD, M*B/SN MARTINO TIRE COMPANY
305Q822670	70.QGDA.500340..SB	305W704870	CCOEF	1	0	0	13155 SW 132ND AV
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305Q822670	70.QGDA.500340..SB	305W704870	CRXUX	1	0	0	9056 NW 41ST ST, MIA/SN TELCO
305Q822670	70.QGDA.500340..SB	305W704870	CTG	1	0	0	9056 NW 41ST ST, MIA/SN TELCO
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305Q822670	70.QGDA.500340..SB	305W704870	FP115	1	113.14	113.14	13155 SW 132ND AV, MIA/SN MARTINO TIRE CO
305Q822670	70.QGDA.500340..SB	305W704870	RJ48S	1	0	0	13155 SW 132ND AV, MIA/SN MARTINO TIRE CO
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305Q822670	70.QEDA.501059..SB	305W708200	FRVRO	1	0	0	9056 NW 41ST ST, MIA/SN TELCO
305Q822670	70.QEDA.501059..SB	305W708200	XAFD1	1	0	0	9056 NW 41ST ST, MIA/SN TELCO
305Q822670	70.QEDA.501059..SB	305W708200	9ZR	1	8.17	8.17	406 WASHINGTON AV, HMSD/SN MARTINO TIRE CO
305Q822670	70.QEDA.501059..SB	305W708200	FP156	1	42.43	42.43	406 WASHINGTON AV, HMSD/SN MARTINO TIRE CO
305Q822670	70.QEDA.501059..SB	305W708200	RJ48S	1	0	0	406 WASHINGTON AV, HMSD/SN MARTINO TIRE CO
305Q822670	70.QEDA.505058..SB	305W709367	FPL3S	1	0	0	11530 SW 147TH AV
305Q822670	70.QEDA.501058..SB	305W709367	CRXUX	1	0	0	9056 NW 41ST ST, MIA/SN TELCO
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305Q822670	70.DHMC.501821..SB	305W934153	DPN3L	1	0	0	3075 NW 107TH AV, MIA
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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 31
COMPANY/ WITNESS: Scollard
DATE: 4-30-98

USOC Description
FCC Charge for Excess Line Port for Basic Rate ISDN Digital Subscriber Line
FCC Charge for Network Access
ISDN B Channel Flat Rate Voice/Data
ISDN Threshold Pricing, Basic Rate DSL Access Arrangement, Business
Broadband Exchange Line, Intrastate, IntraLATA, Intraexchange
Frame Relay Customer Connection Provisioning Only, Zero-Rated
Private Line Service, Circuit termination, no rate
Customer Connection to Frame Relay (AKA BellSouth Exchange Access Frame Relay) at 56 KBPS
Frame Relay (AKA BellSouth Exchange Access Frame Relay) Committed Information Rate, per DLCI at 0 KBPS
BellSouth Exchange Access Frame Relay Service, Initial Data Link Connection Identifier
FCC Charge for Network Access
Broadband Exchange Line From Customers Premise to Wire Center at 56 KBPS
Clear channel capability extended superframe format
Broadband Exchange Line, Intrastate, IntraLATA, Interexchange
Frame Relay Customer Connection Provisioning Only, Zero-Rated
Private Line Service, Circuit termination, no rate
Customer Connection to Frame Relay (AKA BellSouth Exchange Access Frame Relay) at 1.536 MBPS
Frame Relay (AKA BellSouth Exchange Access Frame Relay) Service Feature Charge per Additional DLCI, per Customer Connection
Frame Relay (AKA BellSouth Exchange Access Frame Relay) Committed Information Rate, per DLCI at 0 KBPS
BellSouth Exchange Access Frame Relay Service, Initial Data Link Connection Identifier
FCC Charge for Network Access
Broadband Exchange Line From Customers Premise to Wire Center at 1.536 Mbps
Jack-data or digital 2 line, 8 position
Broadband Exchange Line, Intrastate, IntraLATA, Interexchange
Frame Relay Customer Connection Provisioning Only, Zero-Rated
Private Line Service, Circuit termination, no rate
Customer Connection to Frame Relay (AKA BellSouth Exchange Access Frame Relay) at 56 KBPS
Frame Relay (AKA BellSouth Exchange Access Frame Relay) Committed Information Rate, per DLCI at 0 KBPS
BellSouth Exchange Access Frame Relay Service, Initial Data Link Connection Identifier
FCC Charge for Network Access
Broadband Exchange Line From Customers Premise to Wire Center at 56 KBPS
Jack-data or digital 2 line, 8 position
Broadband Exchange Line, Intrastate, IntraLATA, Interexchange
Frame Relay Customer Connection Provisioning Only, Zero-Rated
Private Line Service, Circuit termination, no rate
Customer Connection to Frame Relay (AKA BellSouth Exchange Access Frame Relay) at 56 KBPS
Frame Relay (AKA BellSouth Exchange Access Frame Relay) Committed Information Rate, per DLCI at 0 KBPS
BellSouth Exchange Access Frame Relay Service, Initial Data Link Connection Identifier
FCC Charge for Network Access
Broadband Exchange Line From Customers Premise to Wire Center at 56 KBPS
Jack-data or digital 2 line, 8 position
Dataphone Digital Service
MegaLink /LightGate (AKA BellSouth SPA Point to Point Network) CO channelization, 24 voice equivalent channels
Private Line Service, Circuit termination, no rate

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980119-TP

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.
_____/

DEPOSITION OF:	DAVID P. SCOLLARD
TAKEN AT THE INSTANCE OF:	Supra Telecommunications
DATE:	Wednesday, April 22, 1998
TIME:	Commenced at 3:05 p.m. Concluded at 3:55 p.m.
LOCATION:	2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-22

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 32
COMPANY/ WITNESS: Scollard
DATE: 4-30-98

APPEARANCES:

REPRESENTING SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.:

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Tallahassee, Florida 32301

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Tallahassee, Florida 32301

REPRESENTING THE COMMISSION STAFF:

JOHN BOWMAN, ESQUIRE
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ALSO PRESENT: STAN GREER
PATRICK C. FINLEN
BRIAN MUSSELWHITE
OLUKAYODE A. RAMOS

I N D E X

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Cross Examination by Ms. White	33
CERTIFICATE OF REPORTER	36

PROCEEDINGS

The following deposition of DAVID P. SCOLLARD was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

MS. SUMMERLIN: I'm Suzanne Summerlin, representing Supra Telecommunications and Information Systems.

MS. WHITE: Nancy White, representing BellSouth Telecommunications.

MR. BOWMAN: John Bowman on behalf of the Commission Staff.

MS. SUMMERLIN: And we'll assume the regular stipulations will apply?

MS. WHITE: Yes.

Thereupon,

DAVID P. SCOLLARD

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

Q Good afternoon, Mr. Scollard. I'm Suzanne

Summerlin, representing Supra, as you know. I appreciate you coming today. You had to fly from Birmingham?

A Yes.

Q You have my sympathy, because I'm not looking forward to having to fly up there on Monday.

You've got the benefit of me being tired now, so you probably won't get as many questions as you would have otherwise, quite frankly.

My understanding is that you are the billing guru. Is that right?

A Well, I am the billing witness.

Q All day long they've been saying talk to him, talk to him, talk to him.

Let me just ask you one or two questions about your background. How long have you worked with BellSouth?

A Since 1981.

Q So you're a baby compared to everybody we've talked to so far. I'm just kidding. They were all saying they started in 1970, so in relation to that, that makes you younger on the BellSouth time.

So you've worked there since '81. Have you done billing the whole time, or what all did you do?

A No. I started out as a software designer

in the finance department and moved to manage the cost office, which is our accounting office in Jackson, Mississippi, and in '93 started in the billing group.

Q And what kind of educational background do you have?

A I have a Bachelor of Science degree in mathematics.

Q Have you met Mr. Ramos before today?

A No, I have not.

Q Have you had any personal interaction with Supra?

A No.

Q So everything in your testimony comes from discussions you've had with other employees of BellSouth; is that correct?

A Yes.

Q Okay. Let's see here. On page 3 of your rebuttal testimony, at lines 17 through 25, you have a question basically that you've stated here, "Mr. Ramos alleges that BellSouth has not provided daily usage data that would allow it to provide local exchange services to its end users, and how do you respond to that?" And your response on line 23 is, "To date, Supra has not requested the daily usage feed that is provided for in Attachment 7 of its interconnection

agreement."

A Was that page 7?

Q Page 3, lines 17 through 25. Are you aware of any discussions that might have been held by Supra with members of the account team on this subject?

A No, I'm not.

Q So is the basis of your -- what is the basis of that statement?

A I contacted our coordinator for implementing the daily usage feed for ALECs and had inquired about any documentation that was provided to our group either setting up testing of the DUF or requesting after that production and implementation of the DUF.

Q And who is that person?

A Andy Plummer.

Q And this is for daily usage feed. Can you just define what that is?

A The daily usage feed is a file of information that provides a CLEC with records dealing with their end user's use of our network. For resale, on that file are information about toll calls placed, billable measured local usage, and those kinds of events.

Q And based on your statement here, it's your

position that there needed to be some documented request that would have been directed to Mr. Plummer's outfit by Supra to get this daily usage feed?

A Yes. I think it's all worked through the account team normally.

Q Through the account team?

A Yes.

Q You were talking about there hadn't been any scheduling of testing. What exactly is the process to get this set up?

A When a CLEC requests a DUF file --

Q Pardon?

A When a CLEC requests a daily usage feed, DUF --

Q Okay. DUF. Not DOE, but DUF, D-U-F.

A Then the information flows to our group, Andy Plummer, and also to the information technology group, and is a test plan is developed with the CLEC which lays out the timing of the test file to be produced for the customer and feedback on whether it was successful or not. And at that point it's up to the CLEC then to formally request production files to begin on a daily basis.

Q In other words, a certain date when they start getting the stuff?

A Yes.

Q And normally the account team would receive some kind of interaction from the ALEC about this?

A I'm not sure exactly how the account team and the CLEC -- whether it's usually that the CLEC will say, "I'm interested in the DUF," or the account team goes out and says, "Here's a DUF that we have."

Q What kind of electronic equipment do you have to have to be able to obtain this on a daily basis?

A I think there's a circuit that's needed between the BellSouth Data Center and the customer's location, and then there's software that's needed on the customer's side to receive the records, and from there, process them in whatever manner they want.

Q Is there a certain kind of software, or it's just whatever -- I mean, I assume you would have to have a certain type.

A I'm not sure.

Q You don't know?

A No.

Q So the basis of that statement then is simply that there's no documentation with that coordinator person, Andy Plummer, is that right, the statement we were just talking about on lines 23 and

24?

A That was the basis for my statement, yes.

Q Okay. On page 4, lines 9 through basically the end of that page and going over onto the next page, you discuss the DAB, D-A-B, Diskette Analyzer Bill. I just want to ask you, can you define DAB for me? What does DAB mean to you basically? How would you describe that?

A DAB is a collection of records that represent the customer's bill. In addition to that, it includes software for analyzing the records that make up the customer's bill.

Q It includes the software?

A Yes.

Q What is the way that that is usually conveyed to a customer? Is that an electronic process?

A When you say conveyed, could you explain?

Q Well, I'm not trying to give you a trick question. I mean, my understanding is that BellSouth provides bills to ALECs, or at least to Supra, with DAB.

A Yes.

Q Okay. How is that physically done?

A They're mailed.

Q They're mailed?
A Yes.
Q Okay. What actually is mailed?
A I think Supra started out with a 3-1/2 inch floppy diskette, and I believe today it's a CD-ROM.
Q How often is that kind of bill or information sent to an ALEC? Is that different for each ALEC?
A It's once a month.
Q And how would it be mailed? Is it overnighted?
A I don't know. I believe it's regular U.S. Mail.
Q Who would know those answers? These are the practical things I guess that you're not bothered with usually, but do you know?
A No, I don't know. The bill mailing center in Birmingham mails them.
Q Would that be a significant issue to an ALEC, do you think?
A I don't believe so.
Q It shouldn't matter if it takes a longer time for them to get that information?
A I don't believe so. U.S. Mail would probably be about three days, and overnight one day.

I can't imagine two days on their bill being crucial.

Q What would an ALEC use DAB for?

A If it's like our retail customers, they would use DAB to analyze the charges that they will be paying to BellSouth for financial reasons or whatever.

Q Is that normally used by an ALEC to do its own billing?

A I don't believe I've ever heard of anybody doing their own billing via the DAB.

Q And would you be someone who would have heard about that?

A Possibly, but not --

Q Not necessarily?

A Not necessarily, no.

Q Describe for me exactly what it is you do in your job.

A I'm responsible for all the regulatory contacts that are needing billing information. I have responsibility for providing testimony in various PSC dockets and FCC dockets on any billing issue. And I do have responsibility in a couple of project management areas for changes to the billing system to support various products.

Q Is DAB used for all major customers of BellSouth to get billing information, this type of

information?

A Our larger customers would use DAB, but there are other mechanisms that a customer could use, EDI for one. Probably our largest customers would use EDI billing records.

Q The largest use EDI. Okay. But there are large customers --

A Generally. Not all the large customers, but generally.

Q But there are large customers that use DAB?

A Yes.

Q Is there any other type of format or program or whatever to provide this kind of information that is used by customers of BellSouth right now?

A Let's see. DAB, EDI. There's mag tape billing.

Q Mag tape?

A Magnetic tape, yes.

Q Who uses that?

A Large customers, again. Generally large businesses use all of these or various of these. The CLUB bill, which is listed in my testimony.

Q Is a CLUB bill the same type of thing?

A DAB can have on it either CLUB bills or

regular bills. A CLUB bill is nothing more than a bill that has various stored options different than just a standard bill. The customer has options on how the charges are arranged, whether it's paper or DAB. You can get a CLUB bill on a DAB media.

Q Can you get a CLUB bill on magnetic tape?

A I don't know.

Q Why would someone want to use magnetic tape as opposed to DAB? I mean, is that a logical question to ask?

A Yes. You can put it straight into a mainframe system as opposed to going through a personal computer. That's the same basic use for EDI, is that it can go straight to a mainframe application.

Q So EDI and magnetic tape share that in common, that they can go straight into a mainframe, which usually would suggest a very large customer?

A Yes.

Q So is it safe to say that the DAB is used for large customers? Is it used for small business customers?

A Some small business customers use DAB, yes.

Q And is that basically the range of choices for billing information that's sent out by BellSouth?

A Well, there's the paper bill.

Q Other than a residential piece of paper bill?

A Well, a lot of business customers still get paper bills.

Q Okay. But these are the only other fancy types of ways to get the --

A We do have the Billing Management System.

Q Okay. What is that?

A That is the another DAB-like product.

Q DAB-like product? That's a new acronym.

A Well, it's another billing product that provides end user billing types of information.

Q Okay. And who would use that?

A Large customers again.

Q What's the advantage of the billing management product?

A It can do some rebilling of charges to end users.

Q It can do rebilling of charges to end users?

A Yes.

Q Is that something that would be used by an ALEC or a CLEC?

A BellSouth's policy today is not to provide BMS to CLECs.

Q So this is basically -- billing management is your billing service?

A No. It's a retail product that we provide on a nonregulated basis to provide end user billing information. A CLEC can use it on their own administrative line. We are offering that to CLECs.

Q All right. I've got to ask you a couple of things about that. Billing Management Service?

A System.

Q Okay. Billing Management System. This is a retail product?

A Yes.

Q On a nonregulated basis?

A Yes.

Q Is it billing service? Is that not a correct characterization of it?

A Well, it's not a billing and collection service, but it is a bill format service.

Q A bill format service. Okay. Does BellSouth right now provided billing and collection for any other telecommunications company?

A Yes.

Q For a charge, basically, as a service?

A Yes, for interexchange carriers, for one.

Q Why does BellSouth offer that for

interexchange carriers?

A I really don't know how to answer the why. We've been doing it since divestiture. It's a very simplified version of billing and collection. It's billing-ready types of records they send to us, and we put them in the customer's envelope, basically. So there's generally no rating involved, generally no database information. It's just here, put these records in your envelope and collect payment from the customer.

Q So you get completed bills sent to BellSouth, and it's just put them in the envelope, and that's all you do?

A Yes. Generally they're invoice -- we call them invoice-ready records, which means the IXC has already formatted them, they've already accumulated the data, they've already rated them. And those records get basically transmitted to us, and that image then goes into our bill.

Q Do you have any familiarity with the AT&T Bill Manager Service? Do you know anything about that?

A No, I don't.

Q So BellSouth basically doesn't do anything in the way of doing the billing for an IXC. They just

simply take information from an IXC and then send it out?

A Well, that's what I call doing the billing for them. We mail it to the end user, and we collect payment from the end user. So when you say -- I'm not sure I understand what you mean by doing the billing.

Q Well, what you've said is -- what I understood you to say is that the process of getting the data together and the rating of the bill, the charges and everything has already been done. Is that what --

A Generally it is. We do some rating for information service providers in 11 types of -- you dial 511 to get sports and that type of thing. We have a tariff for that.

Q Those are companies that do that?

A Yes, and we have a tariff that covers that billing.

Q So you actually gather the data for those charges?

A Yes.

Q For those companies.

A Yes.

Q Are those IXCs?

A Generally not. They're generally -- we

call them information service providers.

Q ISPs. Okay. So basically that's the entire billing and collection activity for those people?

A As far as I know, yes.

Q Do you know why BellSouth won't offer to resell its billing to ALECs?

A Yes.

Q Why?

A End user billing is a differentiator in the marketplace.

Q End user billing -- I'm sorry.

A Is a differentiator in the marketplace.

Q Okay. What does that mean?

A That means that BellSouth has invested a lot of money in doing end user billing and providing the capability to do that in a number of different formats for an end user, and at this time we've decided not to share that with CLEC competitors, ALEC competitors.

Q Is that basically that it's an extremely valuable asset of BellSouth, and it doesn't want to share it?

A Yes.

Q I'm correct in characterizing it that way?

A Yes.

Q Okay. Is it true that when BellSouth provides something for money, it is a service?

MS. WHITE: I'll object to the extent it asks for a legal conclusion. But to the extent you can answer it, go ahead.

BY MS. SUMMERLIN:

Q I'm not asking you for a legal opinion. I'm just asking you as the billing guru.

A Generally we charge for the services that we offer.

Q So you charge for billing and collection in some instances?

A Yes.

Q Okay. Now, the CLUB billing or the CLUB bill, which I understand stands for Customized Large User Bill, based on your answer here on page 4 at line 16 --

A Yes.

Q Can you explain what the CLUB -- what does BellSouth use the CLUB billing -- format? Is that what to call that?

A Yes. It's a format in a sort program. It's a bill that can be sorted in a number of different ways.

Q Who is that used for by BellSouth?

A Again, the larger business customers would use that.

Q And what is the value of the CLUB bill to those large customers?

A If, for example, a customer wanted to append accounting information to a particular account, then they could put -- for example, the legal department may have the account L-e-g-a-l, and they can put that on each of the accounts so that represents the legal department, and they can sort that based on that parameter, and they could get their billing for the subtotal for the legal department.

Q For each subordinate -- earning number? Is that what they call this?

A You can put that at the earning number level, yes.

Q So large customers will pay for -- this is a special service that they have to pay for additionally?

A I'm not sure about the CLUB product, whether we charge for it or not. I just don't know.

Q I'm being very simplistic. I'm just trying to make sure I understand. The CLUB bill as opposed to a regular bill will provide detailed information

for -- various kinds of detailed information that are not provided by a regular type of bill; is that right?

A Generally the detail is the same. However, the way it's presented and sorted is at the customer's option.

Q And if you -- well, I guess what I'm confused about, a large customer could just get a bill that doesn't break the information down based on the various numbers or stations, or whatever you call the subordinate telephone numbers or departments or whatever. They could just get one bill for all of their telephone service?

A Right, and it would be in the standard format. It would have earning number information, and in some cases would have line number information, and then, of course, everything is at the billing number level. And that's just a standard sort, so we provide them paper bills. And CLUB provides that additional customizing of those sorts.

Q And when a customer orders the CLUB bill, they specify whatever it is they want? They can specify lots of different types of CLUB bills; is that right?

A Yes, there's a number of options.

Q When BellSouth does billing and collection

for these ISPs, the information service providers, does BellSouth use the CLUB bill?

A It depends on how the end user is getting their bill. It's all up to -- it's not up to the ISP. It's up to the end user. However they're getting their bills presented to them, those ISP charges would be in all of that information.

Q Do the ISPs not have to order the CLUB bill or some other type of billing format when they contract with you?

A You've got to remember, we're actually billing the end user, not the ISP. There's a settlement process that takes place that makes sure that all the charges that we've billed end users are sent --

Q Match up.

A The revenues are sent back to the ISP via the settlement process.

Q When BellSouth bills an ALEC that is reselling Bell's local service, is BellSouth always utilizing the CLUB bill?

A I don't think it's a requirement that they have a CLUB bill, but I think most of them do have a CLUB bill, most of the ALECs.

Q Are you familiar personally with what the

ALECs that are operating in Florida right now that have residential and business customers are using?

A Not all of them, no. I'm sure there's a mixture of DAB and CLUB. I don't know if any of the ALECs have started with EDI, but I would be surprised if they had not. Two carriers have a CABS format.

Q What is that?

A Carrier Access Billing System format. Those CLECs in particular are already processing those type of bills for their access services, so they requested their resale services on a CABS format, and we're providing that. But I don't have the numbers.

Q How does the CABS differ from the CLUB?

A The CABS is a different format. It's an electronic feed that's a different record set than either the EDI or the mag tape formats. So the information is basically the same. The CLUB information would be on a CABS formatted bill. It's just that the record formats are different because they've been set by a different industry body.

Q When an ALEC is treated as a large customer of BellSouth, an ALEC has the opportunity to choose a CLUB bill or a CABS bill, or what other kind of format?

A DAB, EDI, mag tape.

Q Okay. Are you familiar with the concerns that Supra has been raising about the DAB information that Supra has been getting from BellSouth?

A From the testimony I read in this docket and the discussions with J. C. Bledsoe.

Q J. C. Bledsoe?

A Yes.

Q When did you first become aware of the concerns?

A I believe when I read the testimony of Mr. Ramos.

Q So nobody had indicated that he had had these problems or that Supra had had these problems months ago?

A I did not know months ago.

Q That's what I'm asking. So you weren't aware of this?

A No.

Q Do you believe -- how do you explain the problems that Mr. Ramos is having? Do you consider them to be legitimate issues or concerns?

A Can you make one in specific so I can --

Q Yes. Mr. Ramos and Supra have complained to BellSouth over several months that the DAB program was not providing addresses that they could use for

billing, that the kind of information they were getting was not presenting that information, because it appeared to be in -- I think they put it as violating the ASCII rules. But regardless of that, the point is that it was not providing the addresses in such a way that Supra could utilize the information to in turn generate its bills to its customers.

A That particular issue I do not consider a valid issue.

Q Okay. Why?

A I took Supra's April bill myself, and taking the documentation for DAB, produced a spreadsheet that was imported to EXCEL with the service addresses as per the specifications.

Q You took Supra's April bill?

A Yes, a copy of their CD-ROM.

Q And then what did you do with it?

A Put it on my PC and created a file with the service address on it and but that into an EXCEL spreadsheet.

Q With the service address?

A Yes.

Q But not the billing address?

A The billing address is Supra's address, so that's the only billing address available to Supra.

I do believe his concern was with the service address. I believe that was the issue, as I understand it.

MS. SUMMERLIN: Let me go off just for a couple of seconds. I want to take a short break.

(Short recess.)

BY MS. SUMMERLIN:

Q Okay. Let me point you to page 7 of your testimony, your rebuttal, and it's lines 21 through 23, where you have answered your question here regarding the service addresses that are provided for each end user on DAB.

A Yes.

Q And you basically are answering your question, saying no, the service address is not generally considered billing information.

What kind of a service address is provided on DAB?

A The street address are two of the report options, so that charges -- charges for line numbers, for example, will have the street address on a particular report. Or if it's a circuit number as opposed to a line number, then that report would have the service address on it as well.

Q Isn't it true that it's only one out of ten of the service addresses that are provided?

A One out of ten service addresses?

Q I'm sorry. On one out of ten of the report formats, you get the service address; is that correct?

A Yes.

Q Now, what are the ten report formats?

A It's listed in the DAB user guide, but there's a monthly service report that shows all the monthly service charges. There's a usage report that shows local or I believe toll usage. I can't name all ten of them. But one of them is a -- I believe it's called a charge number service summary report or something like that, and that's the one that provides for the service address.

Q There's one that provides for the service addresses?

A Of the ten major categories of reports, one of them does. That main category has two options, one a line number, the other a circuit number, and both of those options have service addresses, yes.

Q And does it show the service address for every customer?

A Uh-huh, every line number that ALEC would have.

Q And those service addresses that are shown on that report format are complete or not complete?

A It's the complete street address. It does not have city or state or zip code.

Q So that pretty well takes it out of helping somebody do their billing, doesn't it?

A Well, service addresses are not normally used for billing. I would hate to have to bill based on service addresses.

Q Hang on just one second.

Are there billing addresses on any of these formats?

A I don't believe so, no.

Q Are they encrypted?

A Not to my knowledge, no.

Q So you don't know whether there are billing addresses on there or not?

A No, I don't believe the billing address is. The customer should know his billing address.

Q I'm just asking what is provided on the DAB report format.

A I don't believe the billing address is provided on DAB.

Q So there's no information on DAB on any of these report formats that is encrypted?

A Not to my knowledge, no.

Q Hang on just one second.

Have you looked at Mr. Ramos's testimony?

A Yes, I have.

Q If you'll just give me one second to locate it, I want to show you an exhibit that was attached to his testimony.

MS. WHITE: I have it if you want it.

MS. SUMMERLIN: You've got it? It's the one that shows the DAB information. I've got it here somewhere.

MS. WHITE: Is it this?

MS. SUMMERLIN: Yes. It's AOR-18.

BY MS. SUMMERLIN:

Q Are you familiar with that type of display from DAB?

A No. This is the only time I've ever seen anything that looks like this.

Q So you've never seen any presentation like that from DAB?

A No.

Q Okay. Thank you. If you'll just hang on a minute, I've just got a couple of places that I need to check here.

In your experience -- let me just ask you

this first. How long have you been doing the billing activity that you're doing now?

A What I'm doing now?

Q Yes.

A Since November.

Q Since November?

A The regulatory testimony development, that kind of thing, since November. I've been doing project management on billing since '93.

Q Since '93?

A Yes.

Q How important would you say billing is to a telecommunications company?

A For handling their finances, I would say it's extremely important. For end user billing, it would be critical. If you can't bill your end users, then it's just a hobby.

Q Yes, no kidding.

What kind of assistance has BellSouth got to help a CLEC or an ALEC that is brand new in this business?

A Well, if you could notice the documents Mr. Ramos is going through, we provide enormous amounts of information on all of the bill formats that we provide to retail customers and our CLEC

customers. The daily usage file is an additional piece of information that retail customers do not get, and that is that each call, each billable event that goes across our network, we provide that information.

As directed by the accounting people, such as J. C. Bledsoe, we meet with the customer to describe each of the options available to the CLEC or ALEC, general information about each of the options, the documentation, and go forward with helping them implement that.

Q Does BellSouth offer training to CLECs on billing?

A I believe most of the information is conveyed via the meeting with billing administrators such as Mr. Bledsoe on a face-to-face basis. And I think there was a class last March as kind of a kickoff thing. I wouldn't say there's a formal class where someone schedules seats on billing, but there are a number of opportunities where customers can get information on billing.

Q You're not being offered as an expert on the training that is being offered, but are you familiar enough to know if there is any training offered on this?

A Yes.

Q And you know there's none?

A If you're talking about a formal class, the answer is no.

Q Are you familiar with -- or should I be asking Mr. Bledsoe? Is he the person who would be interacting with an ALEC on trying to help them figure out how to do their billing?

A Yes. On a day-to-day basis, he would be their contact for questions and getting information, providing information and that kind of thing.

Q And what is your relationship with him?

A We work in the same department. Again, I handle the regulatory inquiries about billing, and he provides details to supplement the general information that I already know about these products.

MS. SUMMERLIN: Thank you very much.

MR. BOWMAN: We've got a couple of questions.

CROSS EXAMINATION

BY MR. BOWMAN:

Q Earlier on in your testimony, you spoke about Billing Management System. Can you give us a really short description of how that works?

A Again, it's a CD-ROM based billing product that combines interexchange carrier data with

BellSouth Telecommunications billing data, provides options, you know, Windows environment, and allows the customer to work with it that way.

Q So it's totally not used or it's not made available to ALECs?

A That's true.

Q And to the best of your knowledge, how do most of the ALECs using DAB get the billing address information needed to generate their customer bills?

A I would assume they would ask their end users and keep that in their own database of information.

Q And the display that you were just shown, AOR-13, do you have any idea how that might have occurred?

A No, I certainly do not.

MR. BOWMAN: That's all Staff has.

MS. WHITE: I just have a couple.

CROSS EXAMINATION

BY MS. WHITE:

Q Mr. Scollard, in your work, you're personally familiar with the billing assistance products and capabilities that are provided by BellSouth to ALECs?

A Yes.

Q And finally, following up on something Staff asked, would you expect Supra to know the billing and service addresses for their end users?

A I would, yes.

Q Would that information be critical to Supra in successfully billing their end users?

A Sure, yes.

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

MS. SUMMERLIN: Thank you very much.

(Deposition concluded at 3:55 p.m.)

CERTIFICATE OF ADMINISTERING OATH

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on the date and place indicated on the title page of the foregoing transcript, an oath was duly administered by me to the designated witness before testimony was taken.

WITNESS my hand and official seal this 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301

MARY ALLEN NEEL
MY COMMISSION # CC409791 EXPIRES
October 10, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter transcribed under my supervision; and that the foregoing pages numbered 1 through 34 are a true and correct transcription of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, or relative or employee of such attorney or counsel, or financially interested in the action.

DATED THIS 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

COURSE EVALUATION
UNBUNDLED NETWORK ELEMENTS TRAINING CLASS
12/9/97 – 12/15/97

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (4)
	Course content is relevant to my job.	1 2 (3) 4
Course Materials	Materials were current.	1 2 3 (4)
	Course materials added value to the course.	1 2 3 (4)
	Pace of instruction was conducive to learning.	1 2 3 (4)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Tom Roberts	1 2 3 (4)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 (4)

Please provide suggestions for other topics you would like to have included in this course or in additional courses: Add a tab in the reference book with definitions of terms and acronyms.

Was the length of the course sufficient for the material reviewed?

Additional suggestions for course improvement: By far the most useful & informative training session I've been to yet. BST.

Thank you for your participation in the BellSouth CLEC Training Program.

Supra
Your Company Name

5 = Highest level of agreement.
1 = Lowest level of agreement.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 33
COMPANY/ WITNESS: Cathy
DATE: 4-30-98

STIS
Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

11/3 SC
Re: Joe Baker
Steve Inman
This was sent following his complaint to FLPSC
I hope we can turn the corner & have better relations.
Mar
11/5

Date: October 29, 1997

Marcus B. Cathey
Sales Assistant Vice President
CLEC Interconnection Sales

Fax No.: 1 205 977 0037

Dear Mr. Cathey,

May I, on behalf of the entire management and staff of Supra Telecommunications and Information Systems, Inc., express my appreciation at the quality time you spent at our meeting of today. We are particularly impressed with your style and appreciable knowledge of the issues confronting our company at this point in time.

We hope that this is the beginning of a lasting and fruitful relationship between our two corporations.

Respectfully yours,

O. A. RAMOS
CEO

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

Exceeded Expectations [X] Met Expectations [ ] Did Not Meet Expectations [ ]

2. **Were questions answered in a timely manner?**

Exceeded Expectations [X] Met Expectations [ ] Did Not Meet Expectations [ ]

3. **Was this meeting beneficial in helping you do business with BellSouth?**

Exceeded Expectations [ ] Met Expectations [X] Did Not Meet Expectations [ ]

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

Exceeded Expectations [X] Met Expectations [ ] Did Not Meet Expectations [ ]

5. **Additional comments:**

Could host a little lower but it was very very professional for the time it lasted

Name (optional): John Schiff V.P. Marketing

FAX (404) 927-7113

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

2. **Were questions answered in a timely manner?**

Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

3. **Was this meeting beneficial in helping you do business with BellSouth?**

Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

Exceeded Expectations Very ☑ Met Expectations ☐ Did Not Meet Expectations ☐

5. **Additional comments:**

Very Useful. Judy, John and Sandra's expertise gave us a brand new perspective on the Telecom business. Very professional, friendly and "go-to" people.

Name (optional): Daniel Garcia

FAX (404) 927-7113

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

2. **Were questions answered in a timely manner?**

Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

3. **Was this meeting beneficial in helping you do business with BellSouth?**

Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

5. **Additional comments:**

This is a nice procedure, the reps i.e (last reps) are knowledgeable. this procedure needs to be repeated to ensure proper fixing of clecs.

Name (optional): _____

FAX (404) 927-7113

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

   Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

2. **Were questions answered in a timely manner?**

   Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

3. **Was this meeting beneficial in helping you do business with BellSouth?**

   Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

   Exceeded Expectations ☒ Met Expectations ☐ Did Not Meet Expectations ☐

5. **Additional comments:**

_____

_____

_____

Name (optional): _____

FAX (404) 927-7113

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

   Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

2. **Were questions answered in a timely manner?**

   Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

3. **Was this meeting beneficial in helping you do business with BellSouth?**

   Exceeded Expectations ☐ Met Expectations ☒ Did Not Meet Expectations ☐

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

   Exceeded Expectations ☒ Met Expectations ☐ Did Not Meet Expectations ☐

5. **Additional comments:**

_____

_____

_____

Name (optional): _____

FAX (404) 927-7113

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

Exceeded Expectations ☐ Met Expectations ☑ Did Not Meet Expectations ☐

2. **Were questions answered in a timely manner?**

Exceeded Expectations ☐ Met Expectations ☑ Did Not Meet Expectations ☐

3. **Was this meeting beneficial in helping you do business with BellSouth?**

Exceeded Expectations ☐ Met Expectations ☑ Did Not Meet Expectations ☐

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

5. **Additional comments:**

_____

_____

_____

Name (optional): LICIA BARBOSA - STIS

FAX (404) 927-7113

CLEC Follow-up Questionnaire

1. **Did the information covered in the Validation Meeting meet your expectations?**

   Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

2. **Were questions answered in a timely manner?**

   Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

3. **Was this meeting beneficial in helping you do business with BellSouth?**

   Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

4. **Were the BellSouth Representatives professional, courteous, and knowledgeable?**

   Exceeded Expectations ☑ Met Expectations ☐ Did Not Meet Expectations ☐

5. **Additional comments:**

_____

_____

_____

Name (optional): _____

ADVISORY TEAM MEETING ROSTER

CUSTOMER: SUPRA VISIT DATES: 3-24,25,26-'98

Judy Glass	BellSouth	404 927-7112	Exec Advisory Team
John Smitherman	"	404-927-7370	"
SANDRA JONES	"	404-927-7322	"
Cynthia Arrington	BellSouth	305 714-0050	Customer Support Manager
Cicily Wells	SUPRA Telecom	305 443-3710	Customer Service Specialist
Henry Alvarez	SUPRA Telecom	305 443-3710	Cust. Svc. Specialist
BRAD HAMILTON	STIS	443 3710	CUST SVC. MGR.
Daniel Coarsa	STIS	443-3710	Marketing Manager.
VICTOR MIRIKI	STIS	4764250	Ordering.
FABIO Campos	STIS	476 4208	V.P. MARKETING
Wayne Caines	Bell South	205 977-2891	Account Mgr.
LIRIA BARBOSA	STIS	476 42 14	PR & ADVERTISING MANAGER
Laurie Pardee	STIS	443-3710	Cust. Svc. Specialist

34

Date: October 21, 1997
Reference No: STIS/FPSC/RA/BST/03/97

J. Alan Taylor
Chief Of Services Evaluation
Division of Communications
Florida Public Service Commission
Tallahassee, Fl. 32399

Fax No.: 850 413 6519

Dear Sir,

OPERATIONS OF RESALE AGREEMENT WITH BELLSOUTH

Thank you for the time spent with Bob Campbell and I today on the general affairs of Supra Telecommunications and Information Systems, Inc., and the consumers. We want to assure you that the mistakes of the past will not be repeated. **As the adage goes, "experience is the best teacher" and "show me what is better experience".** The experiences that my colleagues and I have shared over the past few weeks have taught us great deal of lessons on how BellSouth perceives the agreement we have with them.

We wish to bring to your attention some of the problems we are having with BellSouth over interpretation relating to certain clauses contained in the Resale Agreement signed by our two organizations. A copy of the agreement is attached for ease of reference.

BILLING: Everytime we send to them a **"SWITCH AS IS"** order, BST generates a disconnect of the subscriber from their network. The effects of the disconnect orders are:

- Generation of a final bill to the subscriber by BST and The final bill includes a full advanced monthly service charge;
- Generation of a set of charges to STIS on behalf of the subscriber including another service charge for one month in advance:
- A letter to the subscriber informing them that their local service has been switched to another provider and that if they are unaware of the switch in there local service, they can call a number to be switched back. A copy of the letter is attached for ease of reference;
- Based on the above letter, a reasonable number of our subscribers had called BST to switch them back. Those calls would also generate another set of bills including a monthly service charge for the same month!

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COMPANY/ WITNESS: Cathy
DATE 4-30-98

- **This in effect means that BST is charging Supra Telecommunications and Information Systems, Inc. and the subscriber three times for a monthly service charge;**
- **We have complained to BST on this particular issue and they acknowledge that it is a fact. According to them, the GSST allows them to do it and have said that the only organization that can stop them from continuing with such a practice is the PSC;**
- The subscriber and ourselves are therefore paying too much to have a subscriber leave the BST billing circle. The effect of all the above charges to the consumer and ourselves is discouraging to say the least;
- We have sent to them a list of subscribers out of the August bill sent to us that are not our subscribers. However, they are adamant that the subscribers belong to us and we must pay the bills;
- The bills sent to us by BST come with no addresses for the subscribers and they expect us to search for the addresses on LENS. We know that this is part of the information that is generated during bill compilation;
- **They have informed us at meetings and with numerous letters that we are required to pay all those bills no matter how unreasonable the bills are. They have threatened that if we do not pay such bills, they would turn off all our services. For that reason, out of a bill of $170,000.00 sent to us by BST in the month of Sept., we have paid $125,000.00 despite the fact that at we have disputed at least 2/3 of the earning numbers;**
- **When we place an order for switch as is with BST, they get all the information. When customers call them to switch back to BST, we get no information. They have admitted that they are wrong by not providing us with any information at all but have yet to correct this situation.**

CORRESPONDENCE WITH THE CONSUMERS; *BST also has already built into their LCSC network the ability to generate letters to the consumers before an order to switch a subscriber is ever completed.* In cases where the subscriber ignores such letters, BST has made arrangement for their customer service representatives to call the customers. We feel that the letters and the telephone calls are unfair for a number of reasons:

- **BST is a monopoly in this industry and they have access to valuable information about all subscribers. As providers of the local dial tone, BST has complete access to the activities of all carriers and the subscribers;**
- **BST through their activities, are thwarting the spirit of the Telecommunications Act of 1996 that is designed to bring competition into the local exchange market;**
- **BST is generating fears in the minds of the consumers with the unfair letters that they are sending to the subscribers. BST is still collecting at least 80% of the revenues of the subscribers and it is still their network that STIS uses;**
- **Other companies are beginning to challenge the resale agreement that we have signed with BST.**

At this juncture, it is pertinent to mention that the $1billion losses suffered by MCI was blamed on that company's efforts to enter the local dial tone market and the frustrations it suffered at the hands of the RBOC's. You will agree with us this is not only discouraging but counter productive. If big corporations are afraid of competing with the RBOC's, who then will challenge them?

My colleagues and I count on your support and co-operation for the resolution of these matters.

Respectfully yours,



O. A. RAMOS.
CEO

CC: Mark Feidler, President, BellSouth Interconnection Services
Marcus B. Cathey, Sales AVP- CLEC

STIS
Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

FAX

To:	Ron Owen	**From:**	Kay Games
Fax:	1 205 321 2346	**Date:**	10/27/97
Phone:		**Pages:**	2
Re:		**CC:**	

☑ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

I need your response Urgently.
This is my second time of
faxing this request to you.
Regards
OM

STIS

Supra Telecom & Information Systems, Inc.

Phone: (305) 443 - 3710
Fax: (305) 443 - 1078

P.O. Box 1441221
Coral Gables, FL 33134-4122

WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

October 22, 1997

Ron Owens
Billing Manager
BELLSOUTH
FAX: (888) 704-9368

Dear Mr. Owens:

RE-RESALE AGREEMENT WITH BELLSOUTH

We wish to bring to your attention that again, we do not understand the basis of the bill sent to us for the month of September. Could you fax me as a matter of urgency the following information?

- The discount rate applied on the various charges. We require the information in a matrix format;
- The basis of the bill;
- Revision of the bill to include the billing addresses of the customers;
- All other information that we need to know on the CD ROM package for us to send out a sensible bill to our subscribers;

I would appreciate your giving this matter the utmost priority as we are having a time constraint both with the customer and with BELLSOUTH.

Sincerely,

O. A. RAMOS
CEO

CC: M. Cathey – AVP
205 977 0037

Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078
Email: sales@supratelecoms.com
www.supratelecoms.com

P.O. BOX 1441221
Coral Gables, FL 33134-4122

2620 SW 27th Avenue
Miami, FL 33133

FAX

To:	M Cathey	**From:**	O. A. Ramos
Fax:	1 205 977 2210	**Date:**	November 28, 1997
Phone:		**Pages:**	(INCLUDING THIS ONE) 3
Re:		**CC:**	

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

•Comments:

Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078

P.O. BOX 1441221
Coral Gables, FL 33134-4122

2620 SW 27th Avenue
Miami, FL 33133

Date: November 28, 1997

Marcus B. Cathey
Sales Assistant Vice President
CLEC Interconnection Sales
BellSouth Interconnection Services
Birmingham

Fax No.: 1 205 977 0037

REQUEST FOR CHANGE OF ACCOUNT TEAM AND UNBLOCKING OF SUBSCRIBER'S ADDRESSES IN BILLING CD-ROM

I wish to convey to you the decision of the management of Supra Telecommunications and Information Systems, Inc. to request for a complete overhaul of the Account Team that is dedicated to our account at this point in time. As you are aware, the account team as currently composed is inadequate.

We therefore suggest the services of a more knowledgeable, experienced and truthful team, as the present account team has not been flying straight with us. An example is when Mrs. C Arrington informed the undersigned at a meeting in Birmingham that BST only generates customer retention letters after working an order.

BST's Director of Regulatory Relations has confirmed our assertions. She stated in her letter dated 11/19/97 that "we did find in our investigation that for a short time we were generating customer retention letters prior to the disconnect order being worked"

We still maintain that it is those practices of BST that are responsible for the "Slamming" complaints.

We therefore request the immediate replacement of the following officers:

- Mrs. Cynthia Arrington;
- Mr. Wayne Carnes;
- Mr. Ron Owens; and
- Mrs. Patsy Shadrick

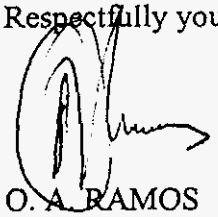
We need experienced dedicated team members in the areas of Resale, UNE'S, Collocation and billing.

We also demand for the unblocking of the addresses field in the CD-ROM sent us for billing purposes.

We want to assure you that we are committed to the relationship with BellSouth and will ensure that we honor our commitments.

We shall implore you to give this matter urgent attention as we are not happy over the present state of affairs.

Respectfully yours,

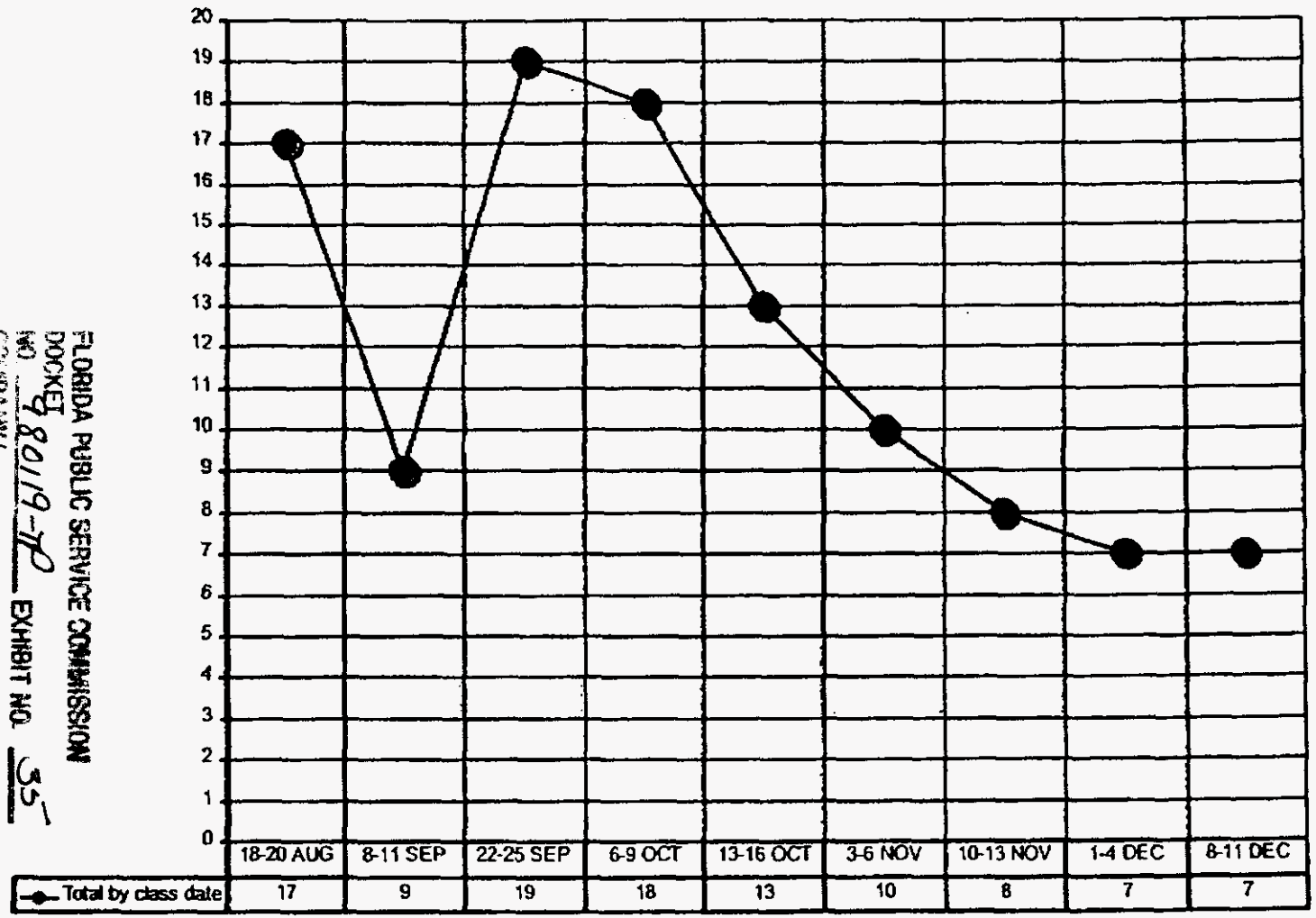


O. A. RAMOS
CEO

CC: Blancha Bayo- Director of Records and Reporting
Florida PSC

BELLSOUTH

Attendance- CLEC Basic- by Course Date



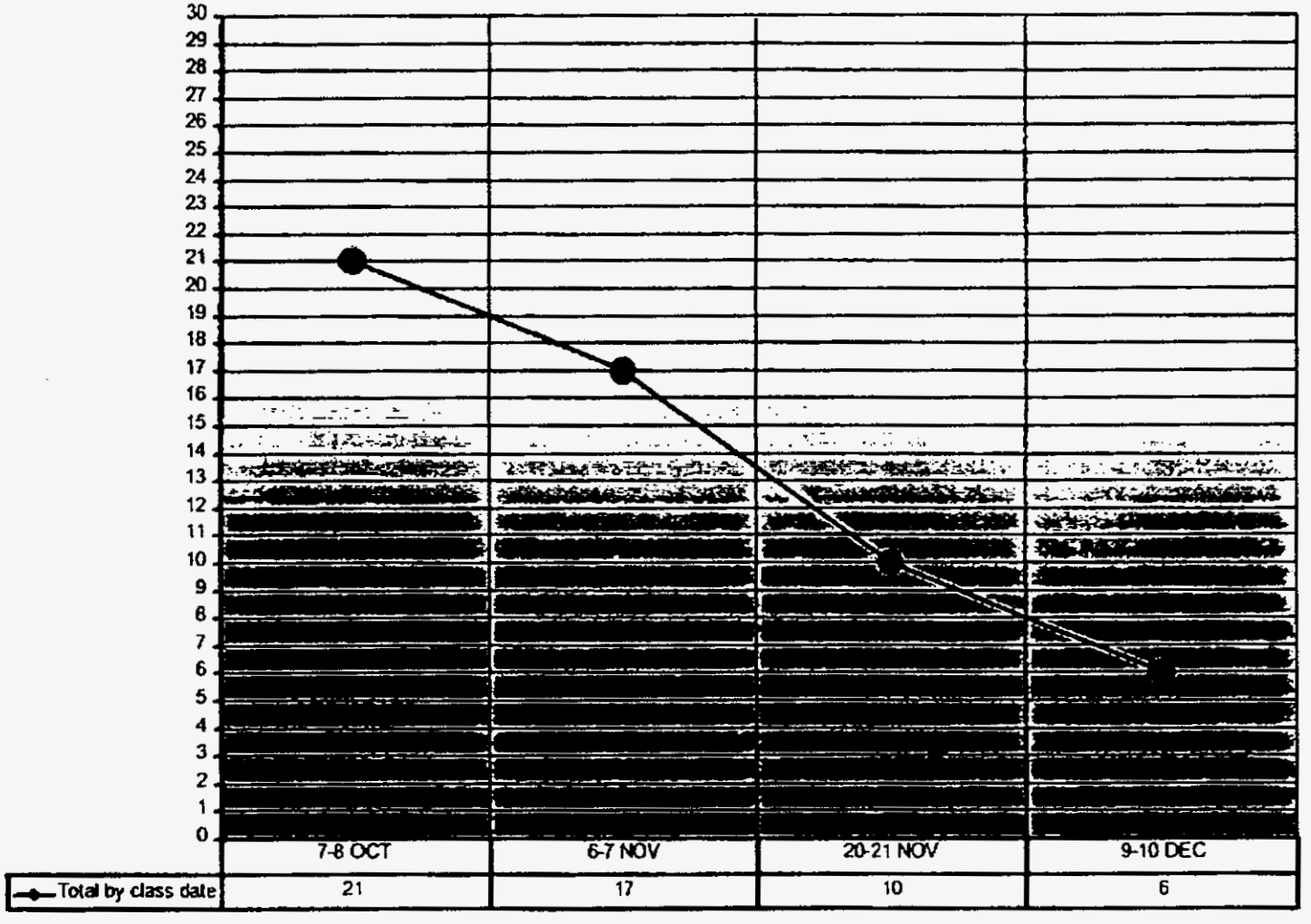
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DOCKET NO. 980119-TP EXHIBIT NO. 35
COMPANY/
WITNESS: Cathey
DATE: 4-30-98

Private/Proprietary: No disclosure outside BellSouth except by written agreement.

04/03/98 09:42
NO.199 P007/027

BELLSOUTH®

Attendance- Products & Services Overview- by Course Date



	7-8 OCT	6-7 NOV	20-21 NOV	9-10 DEC
Total by class date	21	17	10	6

Private/Proprietary: No disclosure outside BellSouth except by written agreement.

04/03/98 09:42 NO.199 P008/027

Competitive advantage with Quick Service

BellSouth has a competitive advantage with Quick Service over other local service providers/competitors.

As you have already learned, BellSouth can provide a customer with service (if the address is identified as a Quick Serve Number - QSN) the same day they request service. For the customer, this means that there will not be any delay in providing service. The day the customer desires to move in, service is operational.

Until other local service providers are operational and obtain the same capability as resellers of our access lines, this remains a competitive advantage.

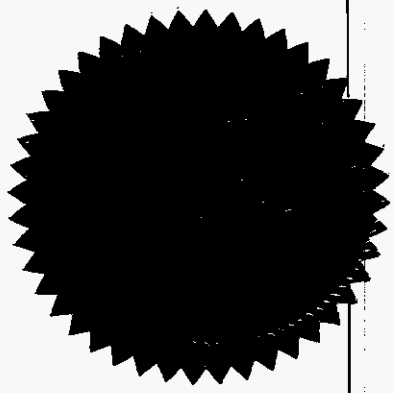
FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 36
COMPANY/ WITNESS: Cathy
DATE: 4-30-98

PRIVATE/PROPRIETARY
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980119-TP

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.
_____/



DEPOSITION OF:	MARCUS B. CATHEY
TAKEN AT THE INSTANCE OF:	Supra Telecommunications
DATE:	Wednesday, April 22, 1998
TIME:	Commenced at 1:40 p.m. Concluded at 2:55 p.m.
LOCATION:	2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 37
COMPANY/
WITNESS: Cathey
DATE: 4-30-98

APPEARANCES:

REPRESENTING SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.:

SUZANNE FANNON SUMMERLIN, ESQUIRE
1311-B Paul Russell Road, Suite 201
Tallahassee, Florida 32301

REPRESENTING BELLSOUTH TELECOMMUNICATIONS, INC.:

NANCY B. WHITE, ESQUIRE
BellSouth Telecommunications, Inc.
150 South Monroe Street, Room 400
Tallahassee, Florida 32301

REPRESENTING THE COMMISSION STAFF:

JOHN BOWMAN, ESQUIRE
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

ALSO PRESENT: PATRICK C. FINLEN
STAN GREER
BRIAN MUSSELWHITE
OLUKAYODE A. RAMOS
DAVID P. SCOLLARD

I N D E X

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PROCEEDINGS

The following deposition of MARCUS B. CATHEY was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

Thereupon,

MARCUS B. CATHEY

was called as a witness and, having been first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q Good afternoon, Mr. Cathey. How do you say your name?

A Cathey.

Q Cathey, just like Cathy.

I'm Suzanne Summerlin, representing Supra.

MS. SUMMERLIN: I forgot to take appearances. I guess we should do that. Suzanne Summerlin, representing Supra Telecommunications and Information Systems.

MS. WHITE: Nancy White, BellSouth

Telecommunications.

MR. BOWMAN: John Bowman on behalf of the Commission Staff.

MS. SUMMERLIN: Nancy, the same old stipulations?

MS. WHITE: That's fine.

BY MS. SUMMERLIN:

Q Mr. Cathey, tell me exactly where -- I have a picture drawn about your place in the hierarchy, and you are basically above sales, is that right, or in the sales --

A Yes, I'm in the sales organizations.

Q Okay. Let me see if I can find that little scenario that Mr. Stacy give us this morning. That puts you on the sales team in the same division, the Network and Carrier Services Division?

A Right.

Q Am I correct that you're above the account team people?

A Yes. I'm part of the account team.

Q You're part of the account team. Okay.

A I head the account team that handles around 150 different CLEC facility-based and reseller customers.

Q So you head the account team. So on a

daily basis, what would that mean in terms of interacting with Wayne Carnes and the rest of the group? Are they housed in the same place that you're at?

A Yes. Right now we're all located at the same office building, and I've got people on three different floors, and we're getting ready to relocate downtown.

But Wayne actually reports to a sales director by the name of Mike Wilburn, and Mike reports to me.

Q So there's a level in between the two of you. So they're all there in the same office building, everybody?

A Yes.

Q In Birmingham; is that right?

A Right.

Q Let me just ask you, when did you first start with BellSouth?

A It will be 20 years in May, this year.

Q That's a long time. Okay. And what is your area? Has your area been the same thing all along?

A No. I started out in customer services, what we used to call affectionately the business

office. From there I moved into public telephones and spent a lot of time in public telephones, both in sales and in their business office, moved into product management, spent time handling the billing and collections contract for the AT&T account, and I spent a lot more time in product management dealing with all types of access products primarily. And I moved into my current position August 15th of last year.

Q Of '97?

A Right.

Q Okay. Have you met Mr. Ramos before?

A Oh, absolutely.

Q When did you first meet Mr. Ramos?

A Probably around September, I'm thinking, just off the top of my head.

Q Of '97?

A Yes.

Q What was the circumstance for you first interacting with Mr. Ramos?

A I believe, and I'm trying to remember that back far, that he was coming into town, and Wayne Carnes, his account manager, had asked me to meet Mr. Ramos when he came into the building.

Q So you actually met with him in September?

A Yes. We met in September, I believe, and

then we had several other meetings during the course of '97. We talked on the phone quite frequently.

Q Did you ever have conversations regarding the interconnection agreement?

A In one particular meeting, we talked about -- Supra started off as a pure reseller, and they had interest to move into being a facility-based CLEC. And he was concerned about some of the rates that we were charging for some of our unbundled network element services. And I can't remember at the time whether he had already negotiated his contract or it was pending. Maybe it was in the final stages. And he did ask the question about whether or not he was getting the best deal he could get.

And the recommendation that I gave him was that, in that the rates had recently been arbitrated by Florida, that I felt like he probably got about the best deal that he could. But he had concerns that the rates seemed to be high for him to make a business plan around.

Q You just said that you can't remember whether that was prior to him entering into the interconnection agreement or not?

A I can't remember whether it was prior to or during negotiations, but my impression was that if it

wasn't already signed, it was very well at the end of the negotiation period.

Q Were you or are you responsible for the negotiation of the interconnection agreement?

A No, ma'am.

Q But your relationship would have -- or the people under you anyway would have initiated their relationship with Mr. Ramos back when he became a pure reseller with BellSouth?

A Sure.

Q Is that correct?

A Correct.

Q The account team is assigned at the beginning of the relationship with the ALEC?

A That's right. Typically the way the process works is that a company like Supra would file their application for certification in the particular state they're interested in doing business, and they would begin negotiations.

Now, sometimes they may make a contact with the account team at that point, and we would refer them over to Jerry Hendrix's organization, and they would negotiate the interconnection agreement. We really don't play a big part in that, because we have a special team that's responsible for it. However, we

are responsible for managing the relationship once that has been negotiated. They give us notification when the agreements are complete, and then we assign an account manager and begin building the relationship.

Q Does it seem correct to you that the resale agreement was entered into in July of '97?

A Yes.

Q Does that seem about right?

A That seems about right.

Q So your team, the people you were supervising, would have interacted at least in July, if not well before?

A Oh, yes, probably so.

Q Actually, I think May is probably a more correct time, but I think they began operations in July. Does that seem correct?

A That seems about right.

Q I think I misspoke. I think it was at the end of May when the resale agreement was entered into.

But you yourself had discussions with Mr. Ramos during --

A Not at the time of the resale agreement, because I hadn't even taken the job yet at that point. But like I said, later on in the process, they

basically were relooking at their business plan to see whether or not they wanted to migrate into being a facility-based CLEC. And I knew negotiations were already underway during the course of one of our meetings. I'm thinking that it was a December meeting. But again, I can't remember whether or not the negotiations were finalized at that particular moment in time.

But I remember him asking the question, because he had some concerns about building a business plan around the rates that were in the agreement. And again, I can't remember at that precise moment whether or not the agreement was already signed or was pending to be signed.

Q And you wouldn't know for sure whether there had been conversations on those subjects by your subordinates with Mr. Ramos or not necessarily?

A Well, certainly they were there in the meeting where Mr. Ramos expressed his concerns. I don't know whether he shared any conversations with them prior to that point.

Q Without you being there, is what I mean, when you wouldn't have necessarily known.

A I wouldn't have known.

Q Okay. Why would Mr. Ramos have -- what was

the basis for him being concerned about the rates?

A Well, like I said before, he was trying to put together a business plan, and from his viewpoint, he was trying to look at particular price points in order to make the business work in the State of Florida.

Q Did you express any opinion about the rates?

A Well, again, I shared with him that I had known of the proceedings in Florida where the rates were arbitrated. And typically when that occurs, there's a pretty detailed review from a cost study standpoint, and I felt like, based on the rigor or the type of review of the rates, that the rates probably were about as good as he was going to be able to get with a negotiation. Or if his contract had already been signed, I felt like it was probably about as good as he was going to be able to do. You know, I think he was looking for rates much lower than what he had in the interconnection agreement.

Q So basically what you're saying is that you informed him that you thought that that was probably as good as he could get?

A Yes.

Q And you can't remember whether that was

before he signed the interconnection agreement?

A I can't remember whether it was before or -- like I said, if it wasn't after, it was right pending the closure of his terms and conditions.

Q All right. How would you characterize Mr. Ramos's interactions with your group or with you on a professional basis?

A Extremely courteous. He is very persistent. He asks very broad-ranging questions that sometimes require a good bit of energy to be able to respond to. He asks questions sometimes from the standpoint that indicate some limitation in terms of his overall telecom knowledge, which would put some challenge to us to be able to get him educated in a way that he would be able to understand.

Q Did you get the impression that Supra was not capable of providing this type of service?

A Certainly not with my discussions with Mr. Ramos.

I'll have to admit that it seemed like some of the operational problems that they had appeared to me to be things that would have been subtle well before they would have gotten operational, such as the billing. We had several discussions about his inability to bill his end users, and I know that

became a discussion item when indeed I was talking to him about him being able to pay his BellSouth bill. And he mentioned to me very late in the year, and I believe it was around December, that he had not billed his end users yet.

And I'll have to admit, that makes me pause, I guess, to consider whether or not indeed -- if he wasn't able to bill his end users after being many months into the business, whether or not he had taken the right steps in putting his operations in place.

Q Had Mr. Ramos requested help on these billing issues from you?

A Yes, he did. He wanted BellSouth to do his billing for him. That is not a service that we offer. He very much wanted the information in a format that he could be able to manipulate in order to do billing based on our billing to him, which is from my experience very different than many of my other CLECs, who do not rely on our billing to bill their end users. They establish their own billing system and their own relationship with their end users in order to effect that billing, because they can't handle a month delay in cash flow by waiting on our billing.

So he was very frustrated with the

information that we provided, and I never felt like we really connected in terms of what his need was in that area. But it was very unique to Supra, very much different than many of the discussions I've had with the other CLECs.

Q Let me ask you, you say in your testimony that you are handling accounts for 150 different ALECs?

A Again, that varies depending on the time period. I had about 62 customers at the time that I took the job in August. We've had a dramatic increase in the number of interconnection agreements negotiated and the number of accounts that have been assigned to my organization.

Q Currently there's 150?

A Around that. Now, not all those customers are active. We have many people that have become certificated and have a local interconnection agreement, and for various reasons just aren't ordering any service from us yet, but still they require a certain amount of customer care.

Q That's 150 over the nine states?

A Yes.

Q And how many of those are active in Florida?

A Oh, I wouldn't be able to tell you. I mean; the customers that I have that I look at are all regional, because we're regional in focus. I could make a guess, but that would be --

Q Well, what's a guess?

A Are you talking about facility-based and reseller put together that would be handled by my group?

Q Yes.

A I would probably guess -- we've got a pretty high concentration in Florida. Out of my organization -- and I don't handle all the CLECs. For instance, MCI Metro would be handled by a different account team. But I would probably guess we have maybe 45, 50, that are actually doing business down here in Florida.

Q How many of those deal with residential customers?

A I would say maybe around a dozen.

Q Twelve?

A Ten, 15. We have a pretty big niche that has developed with the resale companies to serve what we call high credit risk end users. They do prepaid local.

Q Prepaid local?

A Yes.

Q How many of these CLECs, the 10 to 15, do that?

A I would say all of the 10 to 15 do that. I mean, that's their whole market niche.

Q They do prepaid local?

A Right.

Q Are you counting Supra? Where are you putting Supra in the 10 to 15?

A I wouldn't put Supra in that niche. That's not their niche.

Q So is Supra in a niche by itself?

A I would put Supra in a niche with resellers that aren't doing prepaid local.

Q Well, I'm confused, because I thought you were -- I asked how many of the 45 to 50 that are active in Florida are doing business with residential customers, and you said 10 to 15.

A I would say 10 to 15 doing prepaid local, and maybe another four or five that aren't doing prepaid local.

Q That deal with residential customers?

A Yes.

Q So you've got about four or five?

A Yes, I would say maybe four or five.

Q So it's a pretty small little niche for that little group?

A Yes.

Q How many people are assigned to -- what do you call it? Interconnection team, implementation team? What is it called?

A Let me describe kind of the organization to you, and that will help you.

Supra has an account team. Wayne Carnes is the account manager, and he effectively works with the system designers that are also in my organization that handle -- depending on what Supra's particular need would be, we have people that specialize in certain areas, because the gambit of product knowledge is so vast it's impossible to equip an account manager with all that information.

So the way we've set it up, it's more of a team structure where they -- for instance, Supra has of recent asked a lot of questions about collocation, and we have people assigned to collocation that would be part of a meeting that we would have or a conference call that we would have with Supra in order to be able to help them with their questions. And it would really be the account manager's role to pull --

Q Coordinate?

A -- in all those people that would be able to effectively answer the customer's issues.

We also have outside of my organization operating units that they would deal with, such as the Local Carrier Service Center that they would process their orders through. And also we would have an advisory team, which is also outside of my organization, but is a tool that my account managers use in order to help their customers get started and also improve the service, because many of our customers have needed kind of an extra hand to get started. This business is very complex, and we really provide that as a courtesy to help them get into the business and operate efficiently.

Q So Supra is not alone in needing some assistance?

A Oh, certainly not.

Q What I'm hearing from you is that you've got a handful of core people that bring in all the groups throughout the company that are important.

A Right.

Q Now, Wayne Carnes is the account team head; right?

A That's for Supra.

Q For Supra. I'm just talking about for

Supra.

Now, are there two or three other core people?

A He has a system designer, Bob McRae, that would be assigned to the same portfolio of accounts that Wayne would handle. Wayne doesn't just handle Supra. And Bob would support him, and they would make up kind of his core team.

Q The two of them?

A Yes.

Q Now, what are the credentials that Wayne Carnes has, to your knowledge? Is that considered to be primarily a sales position, or what kind of position?

A Well, it's kind of a hybrid position, to be honest with you. It's a sales position certainly from a hierarchal standpoint the way we're set up. We do have sales objectives. But a lot of our job and a lot of our value is really attributed to the service that we provide, and really the perceived service that customers would assess us on.

Q What kind of compensation arrangement do Wayne Carnes and Bob McRae have?

A Without getting too intricate into the compensation plan, typically there's an area where

they're measured on overall revenue growth for my entire area.

Q What portion of their compensation would that usually account for? Is it like 50-50, or --

A No. I would say it's probably around a third.

Q All right. And basically what that means is the more money they generate for BellSouth, they get more money?

A That's right.

Q So that would mean that their interaction with these CLECs or ALECs is going to have an element involved of trying to sell products and services to those people?

A Sure.

Q It's not purely a substantive assisting type activity?

A Again, that's a third. I'll go through the other parts with you.

Q Okay. Go ahead.

A The second part would really be on specific initiatives that we would look for Wayne to accomplish during the course of the year, such as there's a very large effort on our part to get our customers up on our electronic interfaces. Several are not right now,

and we have a special incentive for our account managers to get people up on what we hope will be a much more efficient interface than the manual orders. And that would just be one example, but we have several that they would be measured on, and that would account for maybe around a third of the compensation.

Then the last area would be satisfaction. We do two types of surveys. One is an individual report card that Wayne would send out to his customers, and they basically measure Wayne on his product knowledge, how responsive he is, and maybe six or seven different areas. We also send out a district type and account team type survey to selected customers to kind of give us overall feedback not only on the account team, but also on all the operating units that our customers would interface with. And we use those results to assess how well our customers think we're handling them on a day-to-day basis.

Q You mentioned earlier that several of the CLECs and ALECs are not up on the electronic interface yet, that they're still doing manual orders.

A That's correct.

Q How many of the people in the four to five residential customer people in Florida fit in that category?

A I don't know. You asked me to guess, and I gave you some guesses, but I'm just not sure.

Q Do you have an idea of the total number that are active in Florida that are up on the interface as opposed to the ones that aren't?

A Most of my customers are up on electronic interface. I would suppose that those customers that are doing business in Florida for the most part are up on electronic interfaces. If you're going to do any kind of volume with us, it really is fruitless to try to do that in a manual mode. You need to be up electronically.

Many customers are just starting out in the business, so therefore it's very easy for them to get into the market in a manual mode, but they find over time that it becomes much more cumbersome for them to really turn the volumes through our centers without going to some type of electronic interface. So again, many of my customers are in the first three or four months of business, and we're trying to work with those people to get them up on electronic interfaces as fast as we can.

Q Would it be fair to say that the electronic interface is critical to their success?

A Yes, I would. I would say it's certainly

one of the critical items.

Q Electronic processing of orders?

A Right, as well as information they would retrieve to make their orders more accurate.

Q Like what?

A For instance, address validation is a very key area, and if they've got the LENS system, they're able to go in and validate the address, because if the address isn't right, it's very difficult for us to process the order, and it creates some delays.

Q Are you aware of Supra's statements and concerns about being told by BellSouth people that they needed to manually submit orders?

A I'm certainly surprised by that, given all the investment that we've made as a company into electronic interfaces.

I can tell you very specifically that depending upon the particular request that Supra was making, we may very well not have an electronic medium for that type product. For instance, I have a group in my organization that we call the Resale Complex Support Group, and we have some complex services, such as your Centrex products, that we don't have the ability to send electronically yet. And if the request was on a type service like that -- ISDN would

be another type, frame relay, some of the data products. If the request was for a type of service like that, the only method of order entry is fax or paper.

Q Are you aware of Supra complaining that they were having to manually submit orders that were residential and business regular --

A No.

Q You never heard any of that kind of --

A Not to my knowledge.

Q Is it possible that Wayne Carnes or the rest of the account team heard this and you would not have been aware of it?

A Possibly. I'll have to admit that I am surprised that it was a big issue. At least at a couple of meetings that I was in, largely we let Supra control what went on the agenda, and it didn't come out as an agenda item. But that's not to say -- at some point maybe somebody called Wayne and said, you know, I've got a problem here. I just don't have working knowledge of that.

Q Did you ever hear any concerns from Supra regarding the repair number, 611, and the need to have calls directed to Supra?

A Again, that -- and I listened to the

earlier conversation on it. And again, why that wasn't an agenda item I don't know.

Q Is it possible that Wayne Carnes and the rest of the team was aware of some of that and you might not have been --

A They could have. However, something that appeared to be that significant to Supra, I am kind of curious why it didn't come out on at least one of the two meetings that I face to face attended, since we gave them the latitude to build the agenda.

Q I'm assuming there wasn't a lot of dead time in those meetings, probably.

A No. But again, if it was a significant issue, my expectation would have been that Supra would have put it on the agenda.

Q But you never heard that?

A No.

Q Okay. Give me just a second.

Do you remember ever making a statement to Mr. Ramos that the BellSouth billing department referred to Supra as a fly-by-night company?

A No, I never remember that.

Q Not that you said that, but that the billing department said that.

A No, I don't remember that statement.

Q Do you supervise Theresia Gentry also?

A No. She is in the LCSC, like I described, what I call an operating organization within interconnection services.

Q Is there any requirement for your account team people to keep a complaint log of any sort?

A Certainly we should have documentation of significant discussions that we have with a customer. I guess of sorts we had a complaint log with Supra, because they sent what I call an escalation letter in which they outlined several different issues. So in that regard --

Q Generated by Supra, basically?

A Yes.

Q Is there a procedure that you all have in place where anybody that's handling a particular ALEC would keep track of contacts regarding any kind of problems so that could be communicated to you and then to your superior that I talked with earlier today?

A My superior?

Q Are you not in the same chain of command? Maybe I've got the wrong person. Who is it that you report to?

A Joe Baker.

Q I'm thinking of a different tree here,

probably. But whatever, the bottom line is so that people -- Mr. Milner is who I was thinking of. So that people in other areas of the company that might be -- obviously, this is a very broad type of problem. You are simply handling them as an account manager as opposed to being able to do all the substantive activity, and it would seem that you might have that, and I was just asking.

A No. I mean, other than documentation of individual meetings -- I mean, certainly I'm not aware of a particular log, for instance, of maybe calls that they had to the Local Carrier Service Center as to what particular issues they may have. Possibly the customer support manager may have some documentation associated with those discussions or those calls.

Q I guess what I was really trying to get at was just you guys, like what are your contacts with them, so that you can convey that in a regular methodical fashion to all the other affected entities. But you don't have a procedure like that?

A No, not a particular --

Q Okay. If you had to name the person who is accountable at BellSouth for a new ALEC's success in trying to interconnect with BellSouth, who would that person be?

A It would be me.

Q You would be it?

A (Nodding head affirmatively.)

Q Well, I didn't expect that answer. Okay. We have a man that takes responsibility here.

A And I say that largely for the account team, because I think it certainly is a reflection on us in terms of whether or not our customers have been successful in the market. And I think I described for you that certainly our compensation plan is incented around our customers being successful in the market, so I think there does have to be some ownership associated with that.

Q Are you familiar with Supra having a lot of problems with the EDI?

A Not familiar, I mean, other than I was in some meetings where we had one of our subject matter experts come in and deal with them. But no problems in particular that I remember, other than -- the discussions I had were more of them getting up on that platform, not their operational success or failure, you know, in using it as an ordering medium.

Q So you never heard any concerns from anybody that Supra was having a problem getting its orders processed through EDI?

A No, not to my knowledge. LENS, but not --

Q You did hear complaints about LENS?

A I mean, in some meetings they expressed some concerns about flow-through through LENS.

Q And how were those problems addressed?

A Education with people that support those systems. Again, there were some issues, and I can't remember specifics, but issues that we had to take back to people in the systems group to look at to handle particular areas that Supra had a concern about.

Q So there were problems that Supra raised that you took back to people in BellSouth?

A Right.

Q And those people modified the procedures?

A They either modified and took the input and looked at future releases. I mean, we constantly enhance the operating systems and support LENS and EDI, and we take input from our customers and feed that back in to the people that establish the software changes to try to fix whatever appears to be a gap.

Q So if BellSouth were to be aware that Supra was having critical problems, or at least from Supra's point of view, critical problems with the processing of orders, who should Supra have told this to?

A Certainly Wayne. Also, Cynthia Arrington certainly should have been aware.

Q If Supra wanted to have repair calls selectively routed to its number and it made that known, who should they have made that know to?

A They should have made it known to Wayne Carnes, or possibly to the negotiator at the time they negotiated their agreement, because it appeared from earlier discussion that that wasn't done. But after the fact, certainly a request should have come in to the account team.

Q And then the account team would do what?

A We have would have interfaced with Mr. Milner's organization to get that effected for the customer.

Q Would Supra have needed to have written up a document to submit to you or to Wayne Carnes to say we're having these problems, will you help us? I mean, is that the reason that no response would have been made? I mean, is that something that would have caused no response?

A Certainly if they had given the request to us in writing that they wanted it or they had a particular problem, it would have been up to us to again try to help find a match to close the gap in a

particular area that they had.

Q And I appreciate that answer. What I'm trying to get at is, would they have had to write something to get anybody interested in these problems and help them?

A It is a very complex process, and they certainly would have had to have submitted something in writing that we could have responded to with what their particular need was.

Q If they had communicated these problems to the members of the team, any of these problems that I was just talking about, and the team listened to them and recognized that there might be problems, would the team have said we cannot proceed with your problem until you submit XYZ document?

A Right. We would have had to ask them for some very specific information before we could have proceeded on.

Q But to your knowledge, nobody on the account team knew any of these problems existed as far as you know?

A Not to my knowledge. And it certainly wasn't a part of the two meeting agendas I attended.

Q Now, your testimony on page 4 and 5 indicates that there were a total of nine days of

meetings with various people with Supra, on lines 21 through 24 on page 4, and then on page 5, lines 1 and 2. Are these meetings that you personally attended?

A No. Either I attended personally or the account manager attended.

Q Wayne Carnes attended.

A The account manager was always there.

Q So that's where you got these dates from pretty much?

A Right.

Q So that's September, October, December, January, March, and April. This would be the total list of meetings that the account team would have officially held; is that correct?

A Yes, face to face. Certainly there are opportunities for telephone --

Q Phone stuff. Okay.

On page 4 at the very top, and actually at the bottom of page 3, you say at line 24, "Very early on we identified Supra as a customer seriously interested in becoming a successful ALEC, and we have treated them accordingly." How did you all identify Supra as a customer seriously interested in becoming a successful ALEC?

A Primarily out of Mr. Ramos's involvement.

He was a very hands-on type manager, executive, and certainly was eager for as much information as he possibly could get learning about the telecom industry, and was very interested in any advice that we could give him.

Q What was his reaction when you gave him advice?

A To ask for more, typically. He was always very courteous and took our advice, and many times that prompted many other questions from him.

Q A handful?

A More than a handful.

Q Okay. Did he act like he was not happy with the advice that you gave?

A Certainly he didn't like the advice about some of the positions that we took, such as not billing for his products. He didn't like the rates that were negotiated. I mean, it just really varied. Certainly I think he appreciated a lot of the advice that we gave him as he looked to become a facility-basis CLEC, because that was a brand new area for him, and we equipped him with a lot of information to try to effectively make a business plan for his company.

Q Did he ever act like he was not grateful

for the technical assistance that he received?

A No, I wouldn't say that. I think he always was.

Q You're not the billing expert, and I know I'm not supposed to get into that with you, but did you have conversations where he asked that BellSouth provide resale billing for Supra?

A I heard he mentioned in a particular meeting that he wanted us to bill for his end users.

Q And did you respond?

A Yes. I told him our policy was that we would not bill for any CLEC, not just Supra, but that our position was that we were not going to do end user billing for any CLEC.

Q Do you have any idea where that policy came from or why that policy --

A I don't have intimate knowledge, other than certainly I would suspect that it probably had something to do with confusing end users with different bills and that kind of thing.

Q Confusing end users?

A Yes.

Q Have you dealt with any of the interexchange carrier companies in your current job, or just CLECs or ALECs?

A No. I don't deal with interexchange carriers. However, some of my customers are also interexchange carriers. You'll have to tell me a little bit more with that question.

Q I'm not going to pursue that.

Okay. Hang on one second and let me see here.

As the account team supervisor or head, who do you interact with in the customer service section, or I guess the LCSC? Is that the right name for that?

A In terms of at my particular level?

Q Yes. If you had had complaints regarding the handling of end users, Supra's customers, from Supra, who would you have interacted with in the LCSC about that?

A Well, if they were complaints specifically about order processing through the LCSC, my peer over there is Bill Bolt, or possibly -- and I know I had several discussions with Cynthia Arrington, the customer support manager.

Q Can you tell me what Cynthia Arrington's general job is as the customer support manager?

A Yes. At the time -- and this has changed since then, but at the time she worked for Bill Bolt in Bill Bolt's organization. And they were really put

in place to try to identify some systemic type problems from a processing standpoint that were really keeping us from both operating efficiently. And they also were put in place so that if we had particular failures, they would go in and do root cause analysis and try to determine what the appropriate corrective action would be to keep it from recurring.

Q So it's possible that Cynthia Arrington would have had some of these complaints dealing with customers that called in?

A Yes, but certainly not anything dealing with repair. That would have been outside her purview.

Q And who would the repair person be?

A It would probably have been Wayne.

Q Wayne Carnes?

A If they had had concerns, it would have had to have come to Wayne.

Q On page 7 of your testimony, line 22, in answer to your question that you've got here, "Did you state that Supra could not obtain an interconnection agreement that would be superior to existing agreements?" you say, "At the time of the discussion, I believe that Supra that already signed its interconnection agreement." Earlier today, though,

you said to me that you can't remember for sure whether it was prior.

A I can't remember for sure.

Q So that's sort of a little bit of a modification of that in the sense that you're just not sure; is that right?

A Yes.

Q On page 7, up earlier on the page, you say -- at lines 6 and 7 and 8, you refer to Mr. Ramos's dissatisfaction with the information he was getting and his position was that it was holding him up on billing his end users. And your statement on line 8 and 9 is that an interesting observation is that Supra would begin operations without first fully testing their billing capabilities and that they would be waiting on BellSouth's bill to them before they would bill their end users.

In regards to that scenario, has it been your experience in the job that you have that your people don't get complaints about problems with the EDI from other ALECs?

A Again, I cannot remember another issue where -- certainly there's probably other issues dealing with billing, but specifically not to I can't get your bill; therefore, I can't bill my end users.

Again, the other customers that I manage establish their own billing mechanism, and they establish their own billing process that enables them to predict what the rate is going to be to those customers without having to get that from us first, because they can't afford to wait a month, month and a half on the billing information from BellSouth before they attempt to collect that from the end user.

Q I jumped from billing to EDI. Let me just jump again to EDI and ask you, have you received complaints regarding EDI from other ALECs?

A Not specific. There may be some on turn-up associated with the EDI, but not ongoing as it would relate to EDI processing. Not many of my customers have moved to EDI. Most of them are still on LENS today.

Q Most of them are still using LENS?

A Uh-huh.

Q Aren't there some limitations to LENS that are problematic?

A Yes, there are some --

Q Can you describe what they are?

A I don't have probably enough intimate knowledge to give you all of them, but certainly from what I remember, there are certain types of change

activity that's limited.

Q Changes to existing orders?

A Right. That's limited on LENS.

Again, there are certain types of products that can't be entered via LENS. There is also re-entering of data, where I hear some of my customers complain that they have to enter fields over and over again, that probably would not exist with EDI.

Q Why have these people not gone onto EDI?

A It requires a large investment on their side. It's a much different operating system.

LENS can be effected with very low overhead. It's a good entry level way into electronic interfaces. However, when you approach high volumes, that's when we start hearing complaints and the need for a different type, a more sophisticated type of order entry mechanism.

Also, with EDI, it's pretty important to know that a lot of the edits are contained as a filter into the EDI, which basically means that the entry level personnel on the CLEC's side have to be more sophisticated in terms of what they enter into the system, or they get it right back.

Q So the level of training that somebody is going to need to be able to operate EDI is going to be

much greater?

A Very much different, yes.

Q What kind of training does BellSouth offer to CLEC people right now for EDI?

A Basically on how the system works architecturally, as well as, you know, day to day. What we don't offer is -- well, I'll change that. We do offer LSR type training that certainly would enable the proficiency of somebody to issue orders into the system.

Q The local service requests?

A Right.

Q What kind of training right now are you offering on EDI specifically? I mean, how many classes?

MS. WHITE: I'll object from the standpoint that Mr. Finlen has been offered to talk about those training classes, and that's not what Mr. Cathey is being offered for. But if you can answer the question, go ahead.

MS. SUMMERLIN: Well, I'll be glad to ask Mr. Finlen if he doesn't know.

A Well, they're offered on a regular basis, and a lot of it depends on how much interest we have from CLECs. I believe they're even offered on a

weekly basis if the need is there.

Q A different class each week, or the same class?

A Same class.

Q How long does that class last?

A Oh, I would probably guess three, three and a half days. But again, I would have to look back at the --

Q Well, I'll ask Mr. Finlen. I didn't mean to attack you with a question you weren't supposed to be able to answer. You're being so helpful in terms of telling me stuff, I thought you might know.

On page 8 of your testimony, line 16 through the bottom, you refer to the visit that the implementation team made in March to Supra, and you respond there to I guess the obvious question that that's pretty late after somebody went into business quite a while before that and was struggling -- I think from anybody's viewpoint was struggling on some of these issues. Can you explain your answer there a little bit?

A Well, like I stated, we've had a very dramatic increase in the number of customers that qualify for a visit.

Very early on, some of the feedback that we

got was not as successful as we had hoped in terms of the help of this particular team and the amount of investment and the expense that we incurred to send them out, and we really toward the end of last year really re-entrenched or reviewed what that team was doing and put a lot more ownership on the account manager in our organization and other organizations to try to match up better in terms of what the customers needed and what the team could provide so we would get value out of those.

So really two reasons, one from a scheduling standpoint with the rapid demand that we've got and the number of customers, and also in some suspension period where we really went and reviewed the whole process altogether before we reactivated it earlier this year.

Q So basically what I'm hearing is that there was some perception on BellSouth's part that the implementation team was not effectively assisting ALEC customers?

A Certainly the feedback that we got was that they were always of a value on their visits.

Q Of some value.

A However, what we wanted to do was to make sure they provided the best value, because of the

expense that was being provided, because this is usually four or five people that go out on-site, and typically the account manager is there with them, and sometimes the system designer. And many of these visits are off-site, and we incur a great deal of expense, and we want to make sure we get the biggest value for our dollar being spent and that we help our customers.

Q How did you determine that the visits that were being made earlier in '97 were not really cost-effective? I assume that's what you're saying.

A Really from an account team view of some of the information that was being provided, and that we really needed to do a better job in terms of trying to match the need with the information that we gave on the implementation team visits.

There was a period of time where the implementation teams went out without the account managers, so it was somewhat difficult for us to be able to measure effectiveness other than just what we had followed up with the customers. So we started going out, and in fact I made it a requirement probably around the late September, October time frame that a team wouldn't go out without an account manager involved. And that's when we started looking at the

opportunity of reviewing the information they provided to make sure it was more in sync with what we wanted to accomplish.

Q You were new on your job in September, October '97?

A Uh-huh.

Q Were you aware of Supra's issues or concerns at that period of time?

A Some of them as early as September.

Q As early as September?

A Yes.

Q Why was there not a more immediate response to Supra's problems?

A I don't know that there wasn't. I mean, we certainly met with them, as you can see in my testimony, several times. We asked them in advance for what their issues were. We responded in detail to an escalation letter that Mr. Ramos put together.

Q Let me ask you, what was the purpose of the implementation team's visit in March?

A To do validation in terms of making sure they had all the proper materials, the information they needed from us.

Q That's what you mean by validation?

A Yes.

Q Not validation of addresses or anything like that?

A No, no.

Q You're just talking about validation of the materials?

A Yes, and just overall understanding. What we have found is a great deal of turnover in many of the CLEC organizations. So even though we -- and Supra certainly has taken advantage of a lot of the training that we provided, but many times the employee base changes, and sometimes there's not a transition in terms of the information, and we kind of have to go out and recalibrate where the different people are at.

Q So when the implementation team went in March, they were making sure that Supra had been delivered documentation materials of that sort? Is that right? I mean, I'm not trying to put words in your mouth.

A Certainly that was part, to make sure they had all the proper information, that they knew how the systems worked, that they understood any escalation processes needed in order to effect, when things seemed like they were not being processed properly, they would know who to call.

Q Okay. I just want to ask you one more time. You said to me earlier in your testimony that you were not aware during those months of September, October, and November that Supra was having serious difficulties with getting orders processed through EDI, through LENS, and that they had communicated to them that they needed to being doing manual processing of orders?

A Well, certainly -- I mean, I couldn't give you an overall answer there, because you put about three things in there.

Q I'm sorry. Break them up however you want.

A Okay. In meetings that I personally attended, I remember -- and I can't talk in specific detail with you -- order processing problems while they were using LENS.

I also remember discussions with them about getting up on EDI. In fact, we had a subject matter expert in there that talked to them about what they needed to do to do testing and things like that. I'm not aware of any particular problem with EDI processing once it got up and was made available to them.

I don't remember telling them that they needed to send their orders in manually. And my only

assumption would be that we would say that if it was the type of service that's not supported by any electronic interface and manual is the only mode of medium.

So that's my -- I can't give you a general answer.

Q I'm just trying to confirm what I heard from you earlier and make sure that I'm correct.

Okay. When the implementation team was there at Supra, Supra has stated in our testimony that there was a problem with an order. You were not on that visit; is that right?

A No.

Q But Wayne Carnes, as the account manager, would have been there?

A He was for part. Now, I don't know if he actually attended that particular part of the meeting, because he had to leave after I believe the first day, and I don't know where in the several-day visit this particular issue came up. So he may not have been. However, I did talk to what we call now the advisory team leader about this particular issue.

Q And who would be the advisory team leader?

A In this case, it would be Judy Glass.

Q And she was present for this visit?

A Yes.

Q But would Wayne Carnes be more aware of what went on there than you are, or are you the one to ask the question?

A If he wasn't present at the time, I don't know that he would be any better than I would.

Q So we need to talk to Judy Glass?

A Or you can ask me the question. I did talk to Judy about this particular situation.

Q Okay. My understanding is that there was an order that was attempted to be submitted and was rejected. What is your understanding of what occurred?

A Well, again, the way I had read the testimony on this particular incident, this was an example that the team had brought, which indeed I did find out was not accurate, that one of the members from the Supra team said, "I've got this issue. Can you help me get it processed?"

And without knowing all the particulars, however, the general understanding I have is that the team attempted to assist them, but there was a particular problem which they had to refer back to Birmingham to get corrected. Later the order was clarified back to them about needing some additional

information on it, and it was subsequent to their visit that the order really got processed, and the team had to be called back in order to effect this order to get processed. Again, I can't tell you specifically all the reasons why the order fell out in an edit status.

Q How many people were on that team that went there? Do you know?

A I'm going to say three, four, five, with Wayne there.

Q So you don't know if Wayne was there when this was going on?

A No, I don't know. I suspect that he probably wasn't, because this, based on my conversation, appeared to be toward the end of their visit, not at the beginning.

Q So it's not your testimony that it was something Supra did wrong on that order?

A No, I don't believe so. Now, the only piece that I'm not sure about is when the clarification came back where they needed the unit number, and that's probably something that Supra should have done.

Q But that was a subsequent problem?

A That was a subsequent problem.

Q So basically what we had was three or four people from BellSouth working with Supra to try to get an order through that was rejected; is that correct?

A Again, I don't know the particulars in terms of whether there were three or four of them working on this or there was one calling back to Birmingham to try to get it processed.

Q Okay. Just give me a couple of seconds, and I may be close to being through.

You have some exhibits attached to your testimony regarding the -- or at least I think I'm correct here, on an evaluation of a course?

A Right.

Q And the purpose of this exhibit, MVC-1 -- it appears to be a course evaluation for an unbundled network elements training class December 9th and 10th.

A Right.

Q And the purpose of this exhibit is to indicate that the Supra response to the course was that it was very good; is that correct?

A Yes.

Q And then you have MVC-3 as a follow-up questionnaire. Is this all relating to the same class, or do you know right off?

A Let me see that. I know I attached the

letter, but I don't know about that other thing.

Oh, here it is. Okay. This is what I thought didn't come in, but it did.

Okay. Yes, this follow-up questionnaire was from the implementation team or the advisory team. This was as of the March meeting that they had. I thought I was overdue on this, but obviously I provided it.

Q And that basically shows that the Supra people evaluated the meeting as being helpful and good, basically. Is that the gist of it?

A Yes.

Q Okay. If you'll just give me a couple of minutes, I'll go through a couple of things, and then I'm going to be through.

Are you aware of the notice of deposition that has been sent for the depositions on Monday in this case?

A I did see a transmittal, several.

Q I don't have it in my hands right this second. I just want to ask you to confirm that you are supervising a number of those people, if I'm correct. Wayne Carnes is definitely one person that you are supervising.

MS. SUMMERLIN: Nancy, you don't happen to

have that with you, do you?

MS. WHITE: I know I did, and now I'm trying to --

THE WITNESS: He's the only one on the list that I know of.

MS. SUMMERLIN: He's the only one you know of?

MS. WHITE: Cynthia Arrington was another one.

BY MS. SUMMERLIN:

Q But you don't supervise her, do you?

A No.

MS. WHITE: Here it is. Ron Owen?

THE WITNESS: (Shaking head negatively.)

MS. WHITE: You better say it out loud.

THE WITNESS: I only supervise Wayne Carnes on that list.

BY MS. SUMMERLIN:

Q I just want to ask you to help me identify these individuals a little bit better. Cynthia Arrington you've already told me about. Ron Owen and Mr. Bledsoe are in the same building with you, I think, or at the same address? That's all right if you don't --

A I think they're downtown. That may have

just been recent. They work in the billing group.

Q Stanley Sansing, do you know if he's in the billing group?

A I don't know that person.

Q You don't know him? Okay.

MS. WHITE: I'm showing -- in the letter I wrote to you on the 20th, I can tell you that the Colonnade Building is one building, and the North 19th Street is another building.

MS. SUMMERLIN: No, I wouldn't have any problem knowing that.

We won't worry about that. I was just trying to make sure if there was anybody else on here that you had any connection with, but Wayne Carnes is the answer.

BY MS. SUMMERLIN:

Q One question here. Are you familiar with this FCC Order 96-325?

A Yes.

Q Are you familiar with -- let's see here.

Just strike that. I'm through. Thank you very much.

MR. BOWMAN: Staff has a couple of questions real quickly.

/ / /

CROSS EXAMINATION

BY MR. BOWMAN:

Q Mr. Cathey, when does your team get involved with a person who's interested in becoming an ALEC?

A It really depends. Again, we can get involved with them even prior to negotiating their interconnection agreement. Typically -- I don't want to give you a typical interface, but typically it's right as they're toward the end of their negotiations with their local interconnection agreement. But I've had customers that have approached me who very much understand the business, extremely deliberate in terms of their entry into the market, and we've established relationships based on their proactiveness to come and engage the account team even while their agreements are being negotiated.

So it largely depends -- I would say it varies depending on the sophistication of the telecom company, but typically it's after they've negotiated their agreements.

Q Okay. Who within the company has the first contact with a potential entrant into the ALEC market, if you know?

A I do know. It has changed over time. We

have a Web site. In fact, we have a 1-800 number, CLEC something, 977-CLEC. I have formed a group in my organization called the Presale Quality Team that is largely established for people that are brand new entrants into the market, and we would many times be their first point of contact either via the Internet or via a telephone call.

We would basically find out certain key pieces of information from them in terms of what type of a player they were going to be in the marketplace, and then we would certainly ask some questions about whether they had applied for certification and whether they've begun their interconnection agreement negotiations. If they had not, then we would turn them over to the interconnection negotiation group and let them begin that process.

We also have some preliminary information that we share with them, because many times the customers don't understand how complicated this business is. And we try to not scare them off, but prepare them with some information and basically say you have to be responsible for billing, you are going to be now the telephone company, so you're going to have to be able to handle repair, and all these other things that wouldn't be obvious to somebody that

doesn't have telecom knowledge. We're getting so many people into the market now that just don't have any understanding at all of what it takes to really be a telephone company, so we try to help them very early on so they'll make wise investment decisions with their money.

Q That was really the heart of my question. By way of training prior to the interconnection agreement, if you know, what overview or what training is offered to a neophyte would-be entrant into the market?

A We have overall CLEC type training, but typically that's provided, and certainly encouraged, once they've engaged us in terms of that interconnection agreement and really establishing business, because it costs us quite a bit of money. And we give at least a free seat to that initial training per company, because we see it as of value to help them get in the market.

Largely what we do with the Presale Quality Team is give them a lot of information on the telephone. There's an enormous amount of information on the Internet. We have the Web site now that we encourage them to download and review.

Certainly there's a lot of information in

trade shows. I'm a member of the Alliance for Local Telecommunications Companies, ALTC. In fact, I'm speaking on a panel next month about developing effective relationships between ILECs and CLECs. I'm on the panel with many CLECs that I do business with along with Bell Atlantic.

The Telecommunications Resellers Association is another organization that we participate in, and we've got to talk with them in July to really give that audience more information about doing business with BellSouth in our area and what it takes to really be a successful telecommunications provider.

So we've really tried from a company perspective a couple of different mediums to get out to people so that they will understand.

We've developed a starter kit which gives them a lot of information. Once we feel like they're more vested into becoming a telecommunications company, we'll send out a very detailed starter kit that goes through in pretty much detail all the responsibilities for doing business as a telecom provider.

Q The initial training that you say you don't really invest in the potential entrant until they've

engaged you somewhat, what's the duration of that, if you know?

A Again, we get so many inquiries from people that don't ever come past that point other than, you know, I happened to read an article about all these people typically who are making money in the prepaid local end of this, and I want to get into it. But many of those people don't ever invest anything more than just an inquiry.

The ones that really are going to engage in discussions about negotiating an interconnection agreement, we will provide those people with much more detailed information. And certainly by the time they've negotiated their agreement and they've gotten certificated, then we're willing to invest in training for them, many times at our own expense, as well as provide them a lot of information. And certainly the stuff on the Web site is provided free.

Q Is there a particular set course that has a two- or three-week, one-day, two-day duration?

A The CLEC basic class is around -- I believe around a four- or five-day class now. Other people may be able to give you the exact length on that.

MS. WHITE: I would suggest Mr. Finlen

could answer that.

MR. BOWMAN: Okay. That's fine.

BY MR. BOWMAN:

Q Just another quick question. You mentioned earlier on in your testimony that there were other ALECs handling their own billing services. Did you ever point toward any of those as examples to Supra?

A I make it a point not to name names to my customers. I certainly did point out that observation to Mr. Ramos, you know, that this was the only issue from all the companies that I deal with where they were dependent on our billing before they could bill their end user. So it should have been apparent to him that he could have picked any company out of the alphabet, and they all are out there that are doing their own billing right now. But I make it a point not to name names of other customers, because I feel like that information is proprietary to us.

Q Okay. My last question, and this probably seems kind of commonsensical. What are the fluctuations month to month with respect to local service charges?

A I don't know if your question is on a per unit or just a total volume basis.

Q No, I mean per unit. If a person has a set

of services, is that a stable per month charge, or does it vary?

MS. WHITE: Using residential as an example?

MR. BOWMAN: Using residential as an example.

A I would say it probably typically would be pretty static. Now, again, if the CLEC themselves is doing long distance billing, that's going to be a variable upon it. They've also got the potential to resell measured type products, which of course would be variable. I mean, it would depend, but overall, typically, you know, flat rate is flat rate.

Q But with respect to what BellSouth has primarily said that they weren't willing to offer CLECs, which was the reselling of your billing services for local services, is that or is that not a pretty static, pretty flat line?

A I think it was more of an issue where some of the companies wanted us to do the complete turn-key thing. You know, they wanted us to take the information out of our database, render the bill, stuff the envelopes, you know, collect the remittance, and process that to a bank account, you know, similar to what we do, for instance, for an interexchange

carrier that we do billing on behalf of for long distance services. That was the original request. Certainly that probably would have helped some companies starting into the business if they had somebody that would have done the billing component to it.

Q Just so I'm totally clear, local service is pretty straight line?

A Generally I would say it would be pretty static.

MR. BOWMAN: That's all I have.

MS. SUMMERLIN: Thank you.

(Deposition concluded at 2:55 p.m.)

CERTIFICATE OF ADMINISTERING OATH

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on the date and place indicated on the title page of the foregoing transcript, an oath was duly administered by me to the designated witness before testimony was taken.

WITNESS my hand and official seal this 23rd day of April, 1998.



MARY ALLEN NEEL
MY COMMISSION # CC409791 EXPIRES
October 10, 1998
BONDED THRU TROY FAIN INSURANCE, INC



MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter transcribed under my supervision; and that the foregoing pages numbered 1 through 61 are a true and correct transcription of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, or relative or employee of such attorney or counsel, or financially interested in the action.

DATED THIS 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (5)
	Course content is relevant to my job.	1 2 3 4 (5)
Course Materials	Materials were current.	1 2 3 4 (5)
	Course materials added value to the course.	1 2 3 4 (5)
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 (5)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses:

Was the length of the course sufficient for the material reviewed:

Additional suggestions for course improvement

Thank you for your participation in the BellSouth CLEC Training Program.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 38
COMPANY/ WITNESS: Stacy
DATE 8-30-98

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (5)
	Course content is relevant to my job.	1 2 3 4 (5)
Course Materials	Materials were current.	1 2 3 4 (5)
	Course materials added value to the course.	1 2 3 4 (5)
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 (5)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses:

Was the length of the course sufficient for the material reviewed:
just the right amount

Additional suggestions for course improvement
Thanks for a great learning experience

Thank you for your participation in the BellSouth CLEC Training Program.

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (5)
	Course content is relevant to my job.	1 2 3 4 (5)
Course Materials	Materials were current.	1 2 3 4 (5)
	Course materials added value to the course.	1 2 3 4 (5)
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 (5)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses:
I would suggest processing LSR first, then show Inquiry Since issuing POC is the most common function, it would logical to show first

Was the length of the course sufficient for the material reviewed:
Yes

Additional suggestions for course improvement
More business exercises of choice or Bus or Res.

Thank you for your participation in the BellSouth CLEC Training Program.

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (5)
	Course content is relevant to my job.	1 2 3 4 (5)
Course Materials	Materials were current.	1 2 3 4 (5)
	Course materials added value to the course.	1 2 3 4 (5)
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 (4) 5
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses:

Was the length of the course sufficient for the material reviewed:
yes

Additional suggestions for course improvement

Thank you for your participation in the BellSouth CLEC Training Program.

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (5)
	Course content is relevant to my job.	1 2 (3) 4
Course Materials	Materials were current.	1 2 3 (4) 5
	Course materials added value to the course.	1 2 3 (4) 5
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 (5)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses: EDI interface

Was the length of the course sufficient for the material reviewed: yes

Additional suggestions for course improvement
need to know drawbacks of systems — what it doesn't support

Thank you for your participation in the BellSouth CLEC Training Program.

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 (5)
	Course content is relevant to my job.	1 2 3 4 (5)
Course Materials	Materials were current.	1 2 3 4 (5)
	Course materials added value to the course.	1 2 3 4 (5)
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 (5)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses:

Was the length of the course sufficient for the material reviewed:

Yes

Additional suggestions for course improvement

Thank you for your participation in the BellSouth CLEC Training Program.

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 4 5
	Course content is relevant to my job.	1 2 3 4 5
Course Materials	Materials were current.	1 2 3 4 5
	Course materials added value to the course.	1 2 3 4 5
	Pace of instruction was conducive to learning.	1 2 3 4 5
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 5
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 5

Please provide suggestions for other topics you would like to have included in this course or in additional courses:

Was the length of the course sufficient for the material reviewed:

Additional suggestions for course improvement

Thank you for your participation in the BellSouth CLEC Training Program.

COURSE EVALUATION
LOCAL EXCHANGE NAVIGATION SYSTEM (LENS) TRAINING CLASS
11/05/97

5=Highest level of agreement
1=Lowest level of agreement

TOPIC	COMMENTS	RATING
Course Content	Course objectives were met.	1 2 3 (4) 5
	Course content is relevant to my job.	1 (2) 3 4 5
Course Materials	Materials were current.	1 2 3 4 (5)
	Course materials added value to the course.	1 2 3 4 (5)
	Pace of instruction was conducive to learning.	1 2 3 4 (5)
Course Delivery	Instructor was knowledgeable of the subject matter.	
	Cheryl Storey	1 2 3 4 (5)
Delivery Environment	Classroom environment was conducive to learning.	1 2 3 4 (5)

Please provide suggestions for other topics you would like to have included in this course or in additional courses:

Was the length of the course sufficient for the material reviewed:
YES

Additional suggestions for course improvement
I was looking for more details on CSR'S and answers to numerous questions about the delays in receiving our monthly CSR's + for ver 5.0 pros + WHY CLEC's are NOT treated equally as the customer. (LCSC issue)

Thank you for your participation in the BellSouth CLEC Training Program.

Ex. 39

BellSouth Telecommunications
Florida Docket 980119-TP
Late filed Deposition Exhibit WNS- 1
(Deposition W.N. Stacy April 22, 1998)
April 28, 1998

ALEC's Operating in Florida as of 4/1/98

Total Operational ALECs	34
Resale Only	23
Facility Based Only	5
Both Resale & Facility Based	6

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 39
COMPANY/ BellSouth
WITNESS: Stacy
DATE: 4-30-98

Ex. 40

BellSouth Telecommunications, Inc.
Florida Public Service Commission Docket No. 980119 -TP
Late Filed Deposition Exhibit TNG-1
April 28, 1998

REQUEST: Number of orders placed electronically versus manually by CLEC in Florida.

RESPONSE: The numbers are not available by state. Please see attached.

RESPONSE PREPARED BY: Theresia N. Gentry
Account Manager
600 N 19th Street
Birmingham, Alabama

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 40
COMPANY/ WITNESS: Stacy
DATE: 4-30-98

Reporting Period: 04/01/1998 to 04/27/1998

Company Name	METHOD OF RECEIPT FAX	EDI	LSNS	Total LSR
	1	0	0	1
	17	0	60	77
	109	0	9	118
	1	0	0	1
	16	0	0	16
	34	0	121	155
	15	0	145	160
	1	0	0	1
	1	0	0	1
	1	0	0	1
	240	0	0	240
	2	0	0	2
	1	0	0	1
	1	0	0	1
	58	0	0	58
	276	0	0	276
	310	0	0	310
	207	0	0	207
	20	0	0	20
	1	0	0	1
	111	0	0	111
	219	0	0	219
	176	0	0	176
	1	0	0	1
	475	0	699	1174
	1	0	0	1
	55	182	0	237
	2	0	0	2
	34	0	27	61
	88	0	0	8
	88	0	102	190
	1	0	0	1
	1	0	0	1
	74	0	0	74
	189	0	0	189
	2	0	0	2
	77	0	495	572
	1	0	0	1
	1	0	0	1
	42	0	50	92
	5	0	0	5
	114	0	364	478
	41	0	67	108
	438	0	422	860
	12	0	0	12
	3480	182	2,54	6023

318	0	2	320
5	0	0	5
12798	0	0	12798
6	0	0	6
1	0	0	1
12	0	0	12
16620	182	2563	19365

85821 0.0076 13.23

35	0	0	35
48	0	0	48
41	0	7	48
12	0	0	12
355	0	0	355
528	0	66	594
98	0	67	165
13	0	0	13
75	0	0	75
1	0	0	1
4480	0	0	4480
33	0	9	42
2670	0	502	3172
6	0	0	6
24	0	0	24
2	0	0	2
35	0	449	484
1	0	0	1
203	0	192	395
1528	0	357	1885
3	0	0	3
1	0	0	1
20	0	4	24
9570	0	0	9570
1	0	0	1
16	0	0	16
55	0	0	55
4	0	38	42
6	0	0	6
1	0	0	1
1	0	0	1
322	0	214	536
5	0	19	24
1	0	0	1
29	0	0	29
22	0	0	22
45	0	0	45
46	0	0	46
1625	0	321	1946
515	398	0	913
1181	0	287	1468
72	0	5	77
1	0	0	1
417	0	134	551
41	0	17	58
14	0	0	14
28	0	15	43
8	0	4	12
130	9	0	139
1	0	0	1
17	0	339	356
16	0	4	20
193	0	170	363
1	0	0	1
25	0	1	26
483	0	0	483

1	0	0	1
5	0	0	5
3	0	0	3
260	38	0	298

	1	0	0	1
	1	0	0	1
	1	0	0	1
	7	0	0	7
	7	0	0	7
	1	0	0	1
	190	0	0	190
	8	0	0	8
	65	0	0	65
	200	0	163	363
	161	0	0	161
	573	0	67	640
	1	0	0	1
	7	0	0	7
	787	0	0	787
	2941	0	766	3707
	1	0	0	1
	408	0	4	412
	8	0	0	8
	1	0	0	1
	25	0	69	94
	1718	0	37	1755
	1489	0	737	2226
	1	0	0	1
	345	0	0	345
	25	0	0	25
	3	0	0	3
	0	1	0	1
	1	0	0	1
	1	0	0	1
	76	0	0	76
	38	0	292	330
	15	0	0	15
	1	0	0	1
	999	0	0	999
SUPRA TELECOMMUNIC	55	0	15	70
	3	0	0	3
	6	0	0	6
	2	0	0	2
	17391	0	3931	21322
	156	0	188	344
	49	0	2	51
	22	0	136	158
	11	0	255	266
	682	0	0	682
	46	0	0	46
	0	0	38	38
	23	0	0	23
	80	0	424	504
	12	0	156	168
	1	0	0	1
	1	0	0	1
	33	0	0	33
	1020	0	557	1577
	3	0	0	3
	1	0	0	1

14	0	0	14
2	0	0	2
2	0	0	2
95	0	0	95

	1	0	0	1
	21	0	0	21
	9	0	30	39
	50	0	0	50
	173	0	0	173
	645	0	27	672
	50	0	0	50
	1	0	0	1
	44	0	15	59
	1	0	0	1
	47	0	0	47
	1	0	0	1
	16	0	0	16
	67	0	141	208
	0	1	0	1
	146	0	447	593
	1	0	0	1
	249	0	0	249
	1	0	0	1
	332	0	416	748
	3	0	0	3
	153	0	0	153
Unknown	496	0	106	602

	METHOD OF RECEIPT			
Company Name	FAX	EDI	LENS	Total LSN
TOTAL	74316	629	14803	89748
	82.81%	0.7%	16.49	

Ex, 41

BellSouth Telecommunications, Inc.
Florida Public Service Commission Docket No. 980119 -TP
Late Filed Deposition Exhibit SS-1
April 28, 1998

REQUEST: LCSC training material that refers to the LSR's.

RESPONSE: Please see attached.

RESPONSE PREPARED BY: Stanley Sansing
Service Representative
600 N 19th Street
Birmingham, Alabama

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 41
COMPANY/ WITNESS: Stacy
DATE: 4-30-98

LOCAL SERVICE REQUEST (LSR)

DESCRIPTION: All information required for administrative, billing and contact details is provided for in the various fields contained within the LSR Form. The Administrative Section contains information pertaining to the service being ordered such as: purchase order number, req. type, desired due date, etc. The Bill Section provides billing name and address information and the Contact Section contains initiator information, address and telephone number as well as implementation contact name and telephone number

Administrative Section

- **PON Purchase Order Number** - Identifies the CLEC's unique purchase order or requisition number that authorized the issuance of this request.
- **VER Version Identification** - Identifies the customer's version number. On a reissuance (supplement), the CLEC must populate this field to uniquely distinguish this LSR from any other version.
- **SC Service Center** - The first two characters identify Bell South, the third and fourth characters are a unique number identifying the specific Service Center.
- **PG __ of __** - Identifies the page number and total number of pages contained in this request.
- **D/TSENT Date and Time Sent** - Identifies the date and time that the Local Service Request is sent by the CLEC.
- **DDD Desired Due Date** - Identifies the customer's desired due date.
- **DDDO Desired Due Date Out** - Identifies the customer's desired due date for the disconnection of service at the old location when the end user service is moving to a new location. This field is required when the ACT field on the LSR is "T".
- **DFDT Desired Frame Due Time** - Identifies the desired frame cutover time.

  Valid entries: Two digit hour (01-12) AM or PM, and AM or PM.

- **REQTYP Requisition Type and Status** - Identifies the type of service being requested and the status of the request. The first character specifies the type of service(a submitted request is always a firm order) and the second character specifies the status of the request.

  Valid entries for
  1st character: A = Loop
  B = Loop with INP
  C = INP
  D = Retail (BellSouth Customer)
  E = Resale
  F = Port
  J = Directory Listing and Directory Assistance
  M = Port/Loop Combination
  2nd character: B = Firm Order

- **ACT Activity** - Identifies the activity involved in this service request.
  Valid entries: A = New installation
  C = Change or modification
  D = Disconnection
  M = Inside move of the physical termination within a building
  T = Outside move of end user location
  R = Record activity is for ordering administrative changes
  V = Conversion of service to new LSP as specified
  W = Conversion as is
  S = Suspend
  B = Restore

- **SUP Supplement Type** - A supplement is any new iteration of a LSR. The entry in the SUP field identifies the reason for which the supplement is being issued.
  Valid entries: 1 = Cancel: Pending order is to be canceled in its entirety
  2 = New Desired Due Date: Pending order requires change of desired due date
  3 = Other: Any other change to the request
- **EXP Expedite** - Indicates that expedited treatment is requested and any charges generated in provisioning this request will be accepted.

  Valid entries: Y = Expedite Charges Authorized
- **CC Company Code** - Identifies the Exchange Carrier requesting the service. This field is used for RESH.
- **DATED Date of Agency Authorization** - Identifies the date appearing on the agency authorization that was previously submitted to BellSouth.

- TOS Type of Service - Identifies the type of service for the line ordered.

Valid entries:	1st character	2nd	3rd
	1=Business	A=Multi-line	M=Measured
	2=Residence	B=Single line	F=Flat Rate
	3=Government	C=Coin	
		D=Advanced services	

- RPON Related Purchase Order Number - Identifies the PON of a related service request. The RPON field may be used for relating connect and disconnect servie requests, or multiple requests for the same location and due dat.
- RORD Related Order Number - Identifies a related order number.

Bill Section (Relates to billing information of the CLEC)

- BI1 Billing Account Number Identifier 1 - Identifies the service type of the Billing Account Number.

Valid entries:
A = All services on this request
D = Directory Listings
L = Loop
N = Interim Number Portability (INP)
P = Port
R = Resale
U = Usage
V = Loop with INP and usage
W = Loop with INP
Z = INP with usage

- BAN1 Billing Account Number 1 - Identifies the billing account to which the recurring and non-recurring charges for this request will be billed.

Valid entries:
A valid Billing Account Number
N = New Billing Account Number Requested
E = Existing

- EBD Effective Bill Date - Identifies the effective date to cease billing when the billing date is different from the disconnect desired due date and on a non-business day. The DDD would be populated with the next business day.

- **TE Tax Exemption** - Indicates that the customer has submitted a tax exemption certificate to BellSouth.

  Valid entries: L=Letter on file N=Non Exempt

- **Street, City, State and Zip** - Identifies the CLEC's address.

Tax From Q acct

Contact Section

- **INIT Initiator Identification** - Identifies the CLEC's representative who originated this request.
- **TEL NO Telephone Number** - Identifies the telephone number of the initiator.
- **IMPCON Implementation Contact** - Identifies the CLEC representative or office responsible for control of installation and completion.
- **TEL NO Telephone Number** - The telephone number of the implementation contact is required when the IMPCON field is populated. The TN must be a toll free or local number to the end user.

Remarks

This section should be blank.

END USER FORM (EU)

DESCRIPTION: All location and access information required for ordering local service is provided in the various field contained within the EU Form. The request form provides entries for the specification of ordering options such as inside wire, disconnect information, etc. The Location and Access Section provides entries for describing end user locations including entries which may be necessary for gaining access for installation purposes.

Administrative Section

- **PON Purchase Order Number** - Identifies the customer's unique purchase order or requisition number that authorizes the issuance of the request or supplement.
- **VER Version Identification** - Identifies the customer's version number.
- **DQTY Disconnect Quantity** - Identifies the quantity of telephone numbers affected by this service request.
- **PG__ of __** - Identifies the page number and total number of pgs contained in request.

Location and Access

- **NAME End user name** - Identifies the name of the end user. The name in this field is not intended to be used for directory services.
- **STREET Street address** - Identifies the street address of the end user location.
- **CITY** - Identifies the city, village, township, etc. of the end user location.
- **STATE** - Identifies the two character postal code for the state of the end user.
- **ZIP CODE** - Identifies the zip code or postal code of the end user service location.
- **LCON Local Contact** - Identifies the local contact name for access to the service location.
- **TEL NO Telephone Number** - Identifies the telephone number of the local contact for the service location.
- **EUMI End User Moving Indicator** - Identifies that the end users location is changing.

  Valid entries: Y = End User is moving
- **ACC Access Information** - Indicates the access instructions to the end user location.

Inside Wire

This section is not applicable to BellSouth.

Bill Section

- LOCBAN Local Billing Account Number - Identifies the end user's billing account number.
- FBI Final Bill Information Indicator - Indicates whether the end user final bill should be sent to either the existing billing address or a different address.
  Valid entries: D = Different E = Existing
- BILLNM Bill Name - Identifies the end user bill name, required when FBI field is "d".
- STREET, CITY, STATE & ZIP CODE - Identifies the address associated with the billing name.

Disconnect Information

- REF NUM Reference Number - Identifies the first trunk or line as a unique number and each additional line or trunk segment as a unique number.
- DISC # Disconnect Telephone Number - Identifies the end user telephone number to be disconnected.
- TC OPT Transfer of Call Options - Identifies the type of transfer of call option requested by the end user for the disconnected telephone number when the standard intercept report is not desirable. (The number you have reached has been disconnected)
- TC TO Transfer of Calls To - Identifies the telephone number to which calls are to be referred.
- TC PER Transfer of Calls Period - Indicates the requested date that the transfer of calls, specified in the TCTO field, is to be removed and the standard recorded announcement is to be provided.

RESALE FORM (RS)

DESCRIPTION: All hunting information and service details are provided in the various fields contained within the RS Form. The Hunting Section provides Hunt Group Activity, Hunt Type and Hunt Sequence information. The Service Details Section provides Reference Numbers, Activity type information, etc., as well as numerous other data about service(s) involved in Resale activity.

Administrative Section

- **PON Purchase Order Number** - Identifies customer's unique purchase order or requisition number that authorizes the issuance of this request or supplement.
- VER Version Identification - Identifies the customer's version number.
- **RSQTY Resale Quantity** - Identifies the quantity of resale services (i.e. lines, circuits, trunks, etc.) involved in this service request.
- **PG__ of __** - Identifies the page number and total number of pages contained in this request.

Hunting

- HA Hunt Group Activity - Identifies the activity associated with the hunt group on this request.
  - N = New
  - E = Existing - No Change
  - C = Change Hunting Arrangement
  - D = Remove Hunting Group
- HNTYP Hunting Type Code - Identifies the type of hunting involved.
  Valid entries:
  - 1 = Preferential
  - 2 = Sequential
  - 3 = Circular
  - 4 = Regular - series completion by phone number
  - 5 = Combination
  - 6 = Multi-line - series completion with terminal or maintenance numbers.
- HUNT SEQ Hunting Sequence - Identifies the desired hunting sequence.

Service Details

- **REF NUM Reference Number** - Identifies the first line or trunk as a unique number and each additional line or trunk segment as a unique number. The REF NUM is CLEC assigned.

- **LNA Line Activity** - Identifies the activity involved at the line level.
  Valid entries:
  A = New Installation
  C = Change or Modification to an existing wholesale service
  D = Disconnection
  R = Record activity is for ordering administrative changes
  X = Telephone number change
  V = Conversion of service to new LSP as specified
  W = Conversion as is
  P = PIC change
  L = Seasonal suspension
  Y = Deny

- **TN Telephone Number** - Identifies the telephone number (TN)/telephone number or (THR)/terminal number for this service request.
  Valid entries:
  N = New telephone number requested
  Telephone number
  Terminal number
  Maintenance number

  When the LAN field is "x", the entry in this field indicates the new telephone number or request for a new telephone number. The OUT telephone number is shown in the OTN field.

- **OTN Out Telephone Number** - Identifies the existing telephone number that is being changed. This field is required when the LNA field is "x", otherwise prohibited.

- **FPI Freeze PIC Indicator** - Indicates the customer's requested freeze option for the PIC or LPIC.

  Valid entries:
  A = Freeze Intra (LPIC)
  B = Freeze both (LPIC & PIC)
  E = Freeze Inter (PIC)
  R = Remove Inter freeze (PIC)
  S = Remove Intra freeze (LPIC)
  T = Remove both (LPIC & PIC)

If Blank BO.

- PIC InterLATA Presubscription Indicator Code - Identifies the presubscription indicator code (PIC) for the carrier the customer has selected for InterLATA traffic.
  Valid entries: Valid PIC Code
  NONE
  UNDC = Undecided
- LPIC IntraLATA Presubscription Indicator Code - Identifies the presubscription indicator code (LPIC) for the carrier the customer has selected for IntraLATA traffic.
  Valid entries: Valid LPIC Code
  NONE
  UNDC = Undecided
- TC OPT Transfer of Call Options - Identifies the type of transfer of call option requested by the end user for the disconnected telephone number when the standard intercept report is not desirable.

  Valid entries: NO = The number you have reached has been disconnected
  TC = The # you have reached xxx-xxxx has been changed. The new # is
  CA = The # you have reached has been disconnected (When a number is disconnected, used to cancel a transer of call option)
- TC TO Transfer of Calls To - Identifies the telephone number to which calls are to be referred.
- TC PER Transfer of Calls Period - The requested date that the transfer of calls, specified in the TCTO field, is to be removed and the standard recorded announcement is to provided.
- JK CODE Jack Code - Indicates the standard code for the particular registered or non-registered jack used to terminate the service.
- JK NUM Jack Number - Identifies the number of the jack used on end user connections.
- JR Jack Request - Indicates a request for a new jack.

  Valid entries: Y = Yes
- IWJK Inside Wire Jack Code - Indicates the standard code for the type of jack requested for inside wiring.
- IWJQ Inside Wire Jack Quantity - Indicates the number of jacks requested for inside wiring. Valid entries - 01-99

RESALE LSR JOB AID

- SONL Signaling - Identifies the type of signaling requested.

  Valid entries: LS = Loop start = all flat rate svc
  GS = Ground start
  WS = Wink start
  DD = Delayed dial
  IM = Immediate start
  E1 = E + M1
  E2 = E + M2
  E3 = E + M3

- TBE Toll Billing Exception - Identifies a request for installation/removal of toll billing exception on a telephone number.

  Valid entries: A = Deny collect and third number
  B = Deny third number
  C = Deny collect call
  R = Remove all screening

- FA Feature Activity - Indicates the activity type for the feature.

  Valid entries: A = Add/Install
  C = Change to feature detail
  D = Disconnect

- FEATURE Feature Codes - Indicates the type of feature associated with the line. Codes for feature identification may include USOC's or FID's.

- FEATURE DETAIL - Identifies additional information for the type of feature associated with the line.

DIRECTORY LISTING REQUEST FORM (DL)

Other Local Exchange Company

- Page __ Of __
- PON - The CLEC purchase order number.
- VER - Version indentification must be used to indicate a supplement to an existing order number.

Dual Name

- List both ways - Y or N

Designer

- Optional selections for formating print type for directories.

Directory Delivery Address

- Optional, only if the address is different from the service address.

Listing Information

- Listing Order - This will be used to show the end user desired sequence for this caption listing. An Alpha will equal the first (main) listing.
- Caption Indent Level - This refers to the amount of indention
- Listed Name - This section is used to show the listing EXACTLY as the end user desires for it it to appear in the directory.
- Listed Address - The section is used to enter the listed address if the end user desires a listing different from that provided in the End User.
- Telephone Number - List the end user numbers as apropriate to associate them with the correct lines on the end user listing.
- L, NL, or NP - The abbreviation for the type listing desired by the end user. This field will also be used to designate Additional Main Listing, Joint User Listing, etc.
- Yellow Page Heading - For business lines, the YPH should be listed here.
- SIC - The Standard Industry Code should be provided by the CLEC's

EXHIBIT

(Insert Your Company Logo) **Local Service Request**

Administrative Section

Bill Section

Contact Name

Section Name

Remarks

Copyright 1996, 1997 Bellcore. All rights reserved.

(Insert Your Company Logo)

End User Information

Administrative
Section 176469

Location and Access

NAME DIAN HARRIS

HAVEN

ORIVE

CITY JACKSON STATE GA ZIPCODE 30233 LOOP DIAN HARRIS

Inside Wire

Bill Section

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(Insert Your Company Logo)

Resale Service

Administrative Section

RSH 76469 VER 1.0.1 ATN

RECFV ORD PG OF 0001 0006

Hunting

Service Details

FA	FEATURE	FEATURE DETAIL	FA	FEATURE	FEATURE DETAIL
A	IFR	Flat Rate Residential	A	ESC	3 WAY CALLING
A	ITR	Touch Tone Residential	A	ESX	CALL WAITING
A	OBPA1	Block Toll Restriction	A	ESM	CALL FORWARDING
A	BRP	Block Repeat Dial			
A	WSS	Call Return			

FROM TEL-LINK
BELLSOUTH
04/28/98 10:35
404 846 8772
(THU) . 8'98 17:26/ST 17:23/NO. 4261393061 P 13
Apr 28 '98 14:50 P.18
NO.187 P004/018
R-96%
04-28-98 01:43PM P018 #28

DIRECTORY LISTING REQUEST

Administrative Section

TN 78469 VER 01 AN N ATN _____ PG 06 OF 06 DATE 01-08-1998

Stand Alone Request Section

LEC NAME Tel-Link

TELEPHONE NUMBER 888-404-5465

FAX NUMBER 404-846-8772

INITIATOR IDENTIFICATION _____

ORIGINATOR TEL. NO. 888-404-5465

BILLING ACCT NO 225 091-9771 771

TYPE OF SERVICE: ☐ BUSINESS ☒ RESIDENCE ☐ GOVERNMENT

DESIRED LISTING EFF DATE _____

DATE 01-08-1998

END USER NAME HARRIS, DIAN

END USER ADDRESS 412 West Haven Drive

CITY, STATE, ZIP Jackson, MS 39209

END USER ACCT. NO. _____

Directory Delivery Section

DELIVERY NAME _____

DELIVERY ADDRESS _____

CITY, STATE, ZIP _____

WHITE PAGE DELIVERY:
ANNUAL QTY 01
INTERIM QTY ___

YELLOW PAGE DELIVERY:
ANNUAL QTY 01
INTERIM QTY ___

Listing Information Section

☐ ADVANCE LISTING (AVL) ☐ CONJUNCT LISTING

Ref Num	ACT	Listing Order	Caption Indent Level	Telephone Number	Listing Type	Listed Name	Listed Address	Yellow Page Heading Code	SIC	Foreign/ Secondary Directory Name
	I									

RESALE SERVICE (RS) FORM

Description

This section describes the Resale Service (RS) form entries. Each field on the RS form is identified and defined. The RS form must always be associated with the Local Service Request (LSR) and the End User Information (EU) forms.

The RS form contains hunting and service details necessary for the provisioning of this service. The Hunting Section provides Hunt Group Activity, Hunt Type and Hunt Sequence information. The Service Details Section provides Reference Numbers, Activity type information, Telephone, Terminal and Maintenance Number information, as well as numerous other data about service(s) involved in Resale activity.

These request forms were designed with the intent to require a minimum of input information. Remark fields provide space for clarification required for items not specifically covered by the request forms. Attachments may also be used to provide lengthy data requiring further specification (e.g., hunting patterns, restrictions, or other such details not easily described through a standard form entry).

This document incorporates the following BellSouth requirements for the population of form entries:

- Required means the field must be populated.
- Optional means the field may or may not be populated.
- Prohibited means the field must not be populated.
- Conditional means the field is dependent upon the relationship to another entry as specified in the usage statement and is dependent upon the presence, absence or combination of other data entries.

All local service ordering forms utilize the following general instructions for justification:

- Quantity fields are right justified.
- Fields with text are left justified.
- Fields not following these justification rules are so noted within the context of the definition and usage statement.
- If a field is designated as prohibited, it should be left blank.

Administrative Section

1. PON - Purchase Order Number

Identifies the customer's unique purchase order or requisition number that authorizes the issuance of this request or supplement.

USAGE: This field is required.

DATA CHARACTERISTICS: 16 alphanumeric characters.

EXAMPLE: | 8 | 2 | 4 | 2 | 9 | | | | | | | | | | | |

2. VER - Version Identification

Identifies the customer's version number.

USAGE: This field is conditional.

Required when the VER field on the LSR form is populated, otherwise prohibited.

This entry must be identical to the VER field entry on the LSR form.

DATA CHARACTERISTICS: 2 numeric characters.

EXAMPLE: | 0 | 1 |

3. AN - Account Number

Identifies the main account number assigned by the NSP. If a number is used, it may or may not be the same as the working telephone number.

USAGE: This field is conditional.

Required when the ATN field is not populated.
Otherwise optional.

DATA CHARACTERISTICS: 20 alphanumeric characters.

EXAMPLE: |N| | | | | | | | | | | | | | | | | |

4. **ATN - Account Telephone Number**

Identifies the account telephone number assigned by the NSP.
If the number is used, it may or may not be the same as the working telephone number.
The LOCBAN field information used in the previous form version should be used here.

USAGE: This field is conditional.

Required when the AN field is not populated.
Otherwise optional.

DATA CHARACTERISTICS: 12 alphanumeric characters (including 2 preprinted hyphens).

EXAMPLE: | 2 | 0 | 1 | - | 5 | 5 | 5 | - | 1 | 2 | 1 | 2 |

5. **RSQTY - Resale Quantity**

Identifies the quantity of Resale Services (e.g., lines, circuits, trunks, etc.) involved in this service request.

USAGE: This field is required.

DATA CHARACTERISTICS: 3 numeric characters.

EXAMPLE: | | | 8 |

6. **ORD - Order Number**

Identifies the provider's order number for the service requested.

This number may be pre-assigned to the customer by the provider.

USAGE: This field is optional.

DATA CHARACTERISTICS: 20 alphanumeric characters.

EXAMPLE: | C | 2 | 3 | 4 | 5 | 6 | | | | | | | | | | | | | | |

Service Details

11. **REF NUM - Reference Number**

Identifies the first line or trunk as a unique number and each additional line or trunk segment as a unique number.

The values are to be assigned consecutively and must be unique throughout the request at the PON level.

The RNEX field may be used when multiple ISDN directory numbers (TNs) are assigned to a single ISDN BRI line for one service order.

USAGE: This field is required.

DATA CHARACTERISTICS: 4 numeric characters.

EXAMPLE: | 0 | 0 | 2 | 3 |

12. **RNEX - Reference Number Extension**

Provides an extension to the reference number field for use when multiple ISDN BRI directory numbers (TNs) are assigned to a single ISDN BRI line for one service order. When used, this field should be sequentially populated, starting with "1." It can only be used for new order types if ISDN BRI directory numbers (TNs) are obtained via a pre-service process (where available).

There may be multiple RNEXs per REF NUM.

USAGE: This field is conditional.

Required when the ACT field on the LSR Form is "C," "D," "R," "T," "X," or "S," and the second character of the TOS field on the LSR Form is "H," otherwise optional.

DATA CHARACTERISTICS: 2 numeric characters.

EXAMPLE: | | 1 |

15. **OTN - Out Telephone Number**

Identifies the existing telephone number that is being changed.

USAGE: This field is conditional.

Required when the LNA field is "X," otherwise prohibited

DATA CHARACTERISTICS: 12 numeric characters. (including two preprinted hyphens)

EXAMPLE: | 2 | 0 | 1 | - | 6 | 9 | 9 | - | 0 | 0 | 0 | 1 |

16. **PRIRD - ISDN PRI "B" and "D" Channel Configuration**

Identifies the ISDN PRI "B" and "D" channel configuration per DS-1. The field consists of 7 character codes where the:

- First two numeric characters (positions 1 and 2) identify the sequencing of the first and all subsequent ISDN PRI DS-1s.
- Next two numeric characters (positions 3 and 4) are required and represent the quantity of B channels ordered per DS-1 – between 1 and 24.
- Next two numeric characters (positions 5 and 6) are required and represent the number of "D" channels ordered per DS-1 – 0 and 2.
- Next alpha character (position7) is required to designate Non-Facility Associated Signaling (NFAS), allowing multiple PRIs to share a single "D" channel. This allows all 24 channels (after the first PRI) to be traffic bearing and/or the ability to designate a back-up "D" channel on a subsequent PRI.

USAGE: This field is conditional.

Required when the second position of the TOS field on the LSR Form is "K," otherwise prohibited.

DATA CHARACTERISTICS: 7 alphanumeric characters

VALID ENTRIES: Positions 1 and 2 sequentially populated starting with 01.

Positions 3 and 4 = 01 through 24.

Positions 5 and 6 = 00 through 02

Position 7: Y = NFAS
N = No NFAS

The sum of the second code resignating the number of "B" channels (positions 3 and 4), and the third code designating the number of "D" channels (positions 5 and 6) must be less than or equal to 24 channels per DS-1.

When ordering in increments of 24 lines, the "D" channel is normally associated with the 24th channel.

EXAMPLE:

0	1	2	3	0	1	Y

17. TSP - Telecommunications Service Priority

Indicates the provisioning and restoration priority as defined under the TSP Service Vendor Handbook. These codes are assigned by the TSP Program Office.

USAGE: This field is optional.

A TSP code ending in "00" indicates "revocation," the removal of a previously assigned TSP code.

DATA CHARACTERISTICS: 12 alphanumeric characters (including 1 preprinted hyphen).

VALID ENTRIES: Nine character TSP Control Identifier
One character Provisioning Priority Level (D, 0-5)
One digit Restoration Priority Level (0-5)

EXAMPLE:

T	S	P	1	2	3	4	5	C	-	E	1

18. **SAN - Subscriber Authorization Number**

Identifies a number equivalent to the end user Purchase Order Number. This may, at the option of the customer, be a requirement when providing service to some governmental agencies.

USAGE: This field is optional.

DATA CHARACTERISTICS: 10 alphanumeric characters

EXAMPLE:

A	B	1	2	3	4	5	6	7	8																	

19. **CKR - Customer Circuit Reference**

Identifies the circuit number or sequential range of circuit numbers assigned by the customer.

USAGE: This field is **NOT APPLICABLE** in BellSouth.

21. FPI - Freeze PIC Indicator

Indicates the customer's requested freeze option for the PIC or LPIC.

USAGE: This field is optional.

DATA CHARACTERISTICS: 1 alpha character

VALID ENTRIES: A = Freeze Intra (LPIC)
B = Freeze Both (LPIC and PIC)
E = Freeze Inter (PIC)
R = Remove Inter Freeze (PIC)
S = Remove Intra Freeze (LPIC)
T = Remove Both (LPIC and PIC)

EXAMPLE: | B |

22. PIC - InterLATA Presubscription Indicator Code

Identifies the presubscription indicator code (PIC) for the carrier the customer has selected for InterLATA traffic.

USAGE: This field is required.

DATA CHARACTERISTICS: 4 alphanumeric characters.

VALID ENTRIES: Valid PIC Code
NONE (Customer does not want to presubscribe)
NA = Not Applicable (Service may not require a PIC)
NC = No Change (Used in a conversion as is activity scenario or change activity when the PIC is not impacted.)
UNDC = Undecided (Customer has not decided which presubscribed carrier to select.)

EXAMPLE: | D | F | L | T |

24. **TC OPT - Transfer of Call Options**

Identifies the type of transfer of call option requested by the end user for the disconnected telephone number when the standard intercept report is not desirable.

USAGE: This field is optional.

The following standard intercept recordings will automatically apply when this field is not populated.

Order or Line Activity	Standard Intercept Report
"D" - Disconnect	The number you have reached has been disconnected.
"C" or "T" - Number change to a Non-Pub number	The number you have reached XXX-XXXX has been changed to a non-published number.
"C" or "T" - Number change to a listed number	The number you have reached XXX-XXXX has been changed. The new number is XXX-XXXX.
"C" - Seasonal suspension	At the customer's request XXX-XXXX has been temporarily disconnected.
"C" - Disconnect RingMaster number refer calls to Main Number	The number you have reached XXX-XXXX has been changed. The new number is XXX-XXXX.

DATA CHARACTERISTICS: 3 alphanumeric characters.

VALID ENTRIES: Intercept Report
NO = The number you have reached has been disconnected.

TC = The number you have reached XXX-XXXX has been changed. The new number is XXX-XXXX.

CA = The number you have reached has been disconnected. (Used to cancel a transfer of call option when a number is disconnected.)

EXAMPLE: | N | O | |

25. SDI - Switched Data Identifier

Identifies type of switched data for ISDN BRI in instances of multiple IXC selection, e.g., one IXC is requested as the PIC for on "B" channel providing voice and data and another IXC is requested as the PIC for the second "B" channel providing just data, etc.

USAGE: This field is optional.

DATA CHARACTERISTICS: 1 alpha character.

VALID ENTRIES: E = Circuit Switched Data and Voice
F = Packet Switched Data
G = Packet Switched Data and Voice
H = Circuit Switched Data, Packet Switched Data and Voice
I = Circuit Switched Data, Packet Switched Data
J = Packet Switched Data on "D" Channel
K = Switched Data on "B" Channel 56 Kbps
L = Switched Data on "B" Channel 64 Kbps
M = Voice Only

EXAMPLE: | E |

26. MATN - Main/Alternate Telephone Number

Indicates the dialable telephone number(s) assigned to the ISDN BRI line. If the same number cannot be used for both "B" channels, then the main number will be assigned to B-channel 1, and the alternate number will be assigned to B-channel 2. There can only be one main telephone number, but multiple alternate telephone numbers may exist.

USAGE: This field is optional

DATA CHARACTERISTICS: 1 alpha character

VALID ENTRIES: M = Main Telephone Number
A = Alternate Telephone Number(s)

EXAMPLE: | M |

27. **TC TO - Transfer of Calls To**

Identifies the telephone number to which calls are to be referred.

USAGE: This field is conditional.

Required when the TC OPT field entry is "TC", otherwise prohibited

DATA CHARACTERISTICS: 12 numeric characters. (including 2 preprinted hyphens)

EXAMPLE: | 2 | 0 | 1 | - | 6 | 9 | 9 | - | 1 | 2 | 3 | 4 |

28. **TC PER - Transfer of Calls Period**

Indicates the requested date that the transfer of calls, specified in the TC TO field, is to be removed and the standard recorded announcement is to be provided.

For this type of Service	The Standard Period for Transfer of Calls is
Residence	3 months
Business	12 months or the life of the directory

Transfer of calls period may be reduced due to a shortage of numbers or when the number is specifically requested by another client.

USAGE: This field is conditional.

Optional when the TC TO field entry is "TC", otherwise prohibited

DATA CHARACTERISTICS: 10 alphanumeric characters (including 2 hyphens)

VALID ENTRIES: When the standard period of transfer is acceptable, the field is to be left blank. Otherwise use:

Position of Character		Definition
Positions 1 and 2	=	Two Digit Month (01-12)
Position 3	=	Always a Hyphen
Positions 4 and 5	=	Two Digit Day (01-31)
Position 6	=	Always a Hyphen
Positions 7 and 8	=	Two Digit Century (00-99)
Positions 9 and 10	=	Two Digit Year (00-99)

EXAMPLE: | 0 | 8 | - | 1 | 0 | - | 1 | 9 | 9 | 7 |

29. **JK CODE - Jack Code**

Indicates the standard code for the particular registered or non-registered jack used to terminate the service.

Familiarization with the FCC's registration rules is requisite for all parties involved for the determination of the proper jack code for a given registered service. Registered jacks used to terminate category 1 and 3 services begin with the designation "RJ."

USAGE: This field is conditional.

Required when the JK field is populated, otherwise prohibited.

DATA CHARACTERISTICS: 5 alphanumeric characters.

EXAMPLE: | R | J | 2 | 1 | X |

30. **JK NUM - Jack Number**

Identifies the number of the jack used on end user connections. When the jack identification is unknown, enter 99 in this field.

USAGE: This field is conditional.

Required when the JK CODE field is populated, otherwise optional.

DATA CHARACTERISTICS: 2 alphanumeric characters.

VALID ENTRIES: 00-99

EXAMPLE: | B | 2 |

31. **JK POS - Jack Position**

Identifies the position in the jack that a particular service will occupy. When jack position is unknown, enter 99 in this field to specify next available position.

When the TN field is ranged, the entry in this field indicates the first position in a sequential arrangement.

USAGE: This field is conditional.

Required when the JK CODE field is populated, otherwise optional.

DATA CHARACTERISTICS: 2 numeric characters.

VALID ENTRIES: 00-99

EXAMPLE: | 0 | 0 |

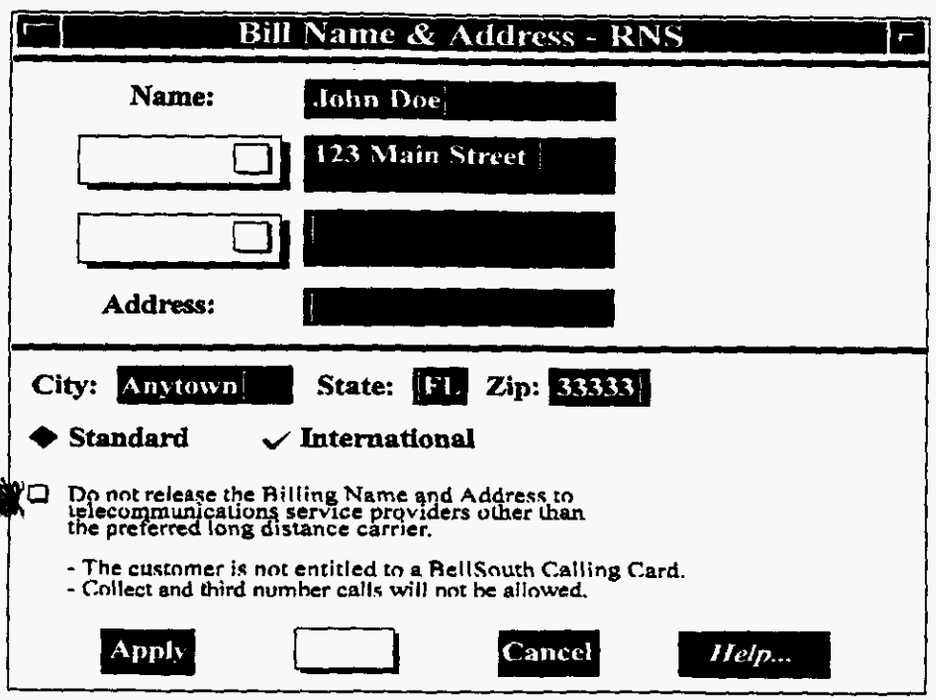
Determining Billing Name and Address

Introduction

As outlined in the overview, unless you have established a Dual Name/Nickname listing, RNS will pre-populate this window for you. The Name will be formatted with your customer's Main Listing; the Address as well as the City, State and Zip will be formatted with your customer's Service Address.

If your customer wants his/her billing responsibility to be set up under the Listed Name and wants the bills sent to his/her home address, there are no entries to be made on this window. You would **Apply** the window to save the information and move on to the next window.

The following picture shows the **Bill Name and Address** window followed by a description of each field.



SECTION 1

SECTION 2

SECTION 3

SECTION 4

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 42
COMPANY/ WITNESS: Stacy
DATE: 4-30-98

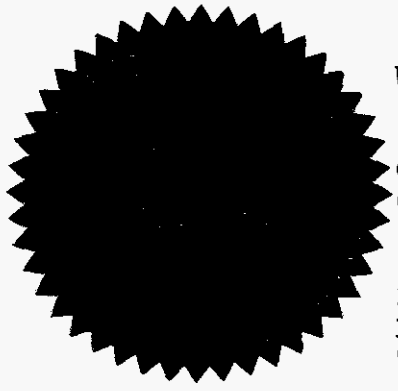
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980119-TP

Complaint of Supra Telecommunications and Information Systems, Inc., Against BellSouth Telecommunications, Inc.
_____/

DEPOSITION OF:	WILLIAM N. STACY
TAKEN AT THE INSTANCE OF:	Supra Telecommunications
DATE:	Wednesday, April 22, 1998
TIME:	Commenced at 9:10 a.m. Concluded at 11:40 a.m.
LOCATION:	2540 Shumard Oak Boulevard Room 362 Tallahassee, Florida
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large



FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP EXHIBIT NO. 43
COMPANY/ WITNESS: Stacy
DATE: 04-30-98

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

APPEARANCES:

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BRIAN MUSSELWHITE
OLUKAYODE A. RAMOS

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PROCEEDINGS

The following deposition of WILLIAM N. STACY was taken on oral examination, pursuant to notice, for purposes of discovery, for use as evidence, and for such other uses and purposes as may be permitted by the applicable and governing rules. Reading and signing of the deposition transcript by the witness is not waived.

* * *

MS. SUMMERLIN: We'll take appearances. I'm Suzanne Summerlin, representing Supra Telecommunications and Information Systems, Inc.

MS. WHITE: Nancy White, representing BellSouth Telecommunications.

MR. BOWMAN: John Bowman for the Commission Staff.

MS. SUMMERLIN: Nancy, I assume the regular stipulations will apply.

MS. WHITE: That will be fine.

* * *

Thereupon,

WILLIAM N. STACY

was called as a witness and, having been first duly sworn, was examined and testified as follows:

/ / /

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q Good morning, Mr. Stacy.

A Good morning.

Q I'm Suzanne Summerlin, as you just heard, and I appreciate your coming today so we can ask you a few questions.

I have a lot of different questions, but the first one I guess is, I want to have an opportunity for you to just give me some background about yourself. I know that you've got some in your testimony, but can you give me like a summary statement of what your experience has been at BellSouth? When did you start with BellSouth?

A I began with BellSouth in 1970. I'm an electrical engineer by profession. I have worked for BellSouth or a BellSouth subsidiary then for 28 years. Twenty-three of those 28 years were with South Central Bell, Southern Bell, or BellSouth Telecommunications. Five years were with Mobilecom, a paging company that we purchased and then sold later.

I've worked in transmission engineering, managed an operator services unit, managed a special services district, managed a network equipment

engineering district, managed the network reliability centers for the entire company, what we call equipment engineering capacity management for the entire company, and then moved to -- that's not in exactly the right sequence, but then moved to my present job, which is in Interconnection Services.

Q What is your current title in that position?

A My title is Operations Vice President, Interconnection Services.

Q Operations Vice President. Okay. Now, would you just do me a real simple picture of what the hierarchy is for you and the other people we'll be talking to today? You know the other four people that are going to be --

A Let me make sure.

Q What I'm trying to do is figure out who's on top.

A Marc Cathey is going to be here, David Scollard, and Keith and I.

Q Cathey, Milner, Stacy, Scollard, and --

MS. WHITE: Finlen.

A Oh, Finlen. Sorry. I knew there was somebody I was leaving out.

All right. And without a picture, let me

draw it for you in words. I'll come from the top down.

Q Sure.

A BellSouth Telecommunications is split into two major divisions. There is a division called Retail Customer Operations, and there is a division called Network and Carrier Services. All of us except for David Scollard are in Network and Carrier Services. He is in a billing unit that's actually independent of either of those major units that reports directly to the chief operating officer of BellSouth Telecommunications.

Q Dave Scollard?

A Dave Scollard is in the billing unit.

Q And he's not in either of the major divisions?

A No. The billing unit supplies -- our whole information technology and billings group supplies services to both the major units, and they're outside those groups.

Q Like a support group or something?

A Yes.

Q Okay.

A In Network and Carrier Services, which is where all these other people are located, there's a

group president of Network and Carrier Services who is responsible for all of BellSouth's network for all nine states and has a number of officers reporting to him. In my particular division, there are two officers, the President of Interconnection Services and the Vice President of Customer Services. And the titles -- they're actually the same level officer. There's internal and external titles.

I am in the -- let's see. Let me get these all right. Pat Finlen is in the President of Interconnection Services, which is the sales and marketing support organization. They have responsibility for marketing, sales, sales support, contract negotiation, and nonoperational functions.

In Customer Services, there are a number of operations vice presidents. I report directly to the Vice President of Customer Services. And within there, I have the responsibility, as outlined in my introduction here, for the electronic interfaces to our CLEC systems, for a number of our information technology projects, regulatory support, provisioning trunks to the facility-based interexchange carriers, and a number of miscellaneous functions related to that. And then in the other organization where we're going, Jan Funderberg has responsibility for the Local

Carrier Service Center and for the people who actually deal with the CLECs on a day-to-day basis. So I'm systems and support, and she's day-to-day operations.

Q Jan Funderberg?

A Funderberg.

Q F-u-n --

A F-u-n-d-e-r-b-e-r-g.

Q Okay. So she's in charge of the LCSC?

A Right.

Q And you said she's day to day, and you are operations; is that right?

A Systems operations, systems and support.

Q All right. So that covers you and Finlen.

A Keith Milner works in my organization, provides regulatory support and staff support. And who did I leave out?

Q Marcus Cathey, I think.

A All right. Marc reports -- I always get this backwards, because we changed it three or four weeks ago. Marc is in the other half of the organization, the sales and marketing support.

Q With Finlen's group?

A But in a different group. There are a number of operations vice presidents in that group. Marc is actually in the sales team part of that, where

Pat Finlen is in the contract negotiations section. I left him off when I went past that a minute ago.

Q If you had to say who of the five of you is the most senior person, who would you say?

A I am.

Q So I am asking the right person.

Okay. You just told me that, and I'll have a hard time understanding it. I can imagine it must be difficult to keep it straight.

A Well, as you can imagine, it's a very large organization, and that one has over 1,500 people in it now.

Q Your group?

A No, all of Interconnection Services. My group has about 60 in it at the moment.

Q Okay. 1,500 people. All right. I appreciate that.

A And one thing I should clear up. I did not do it going through that. They provide sales and support not only for the CLECs, but also for the interexchange carriers, those functions. That's why it's called carrier services. It's the local exchange carriers and the interexchange carriers.

Q Okay. In your testimony -- I just want to clear one thing up. First of all, let me ask you,

have you ever met Mr. Ramos before today?

A To the best of my knowledge, I have not. I've seen his name on a number of things, but I don't think we've personally met.

Q So you've never had any personal conversations with Mr. Ramos?

A Not to my knowledge, unless we had one very early last year when I was just starting on this job, and I don't think we did. I couldn't reconstruct --

Q So your testimony is basically made up of reports that you've received from your people?

A Reports I received from my people or items that I have personally experienced in terms of developing our systems.

Q With other carriers?

A Yes. My testimony goes more to the capabilities of our systems and interfaces.

Q All right. Just one second here.

Let me just ask you a couple of questions before we get into all this. You're not going to be the person who's going to respond on billing issues; is that correct?

A I am not. Mr. Scollard is the person who's going to respond on billing issue, although in terms of the interface availability, I have some interaction

with him, so we should address the question of -- for instance, there was a question here about how do you get access to the daily usage file. That's partly my responsibility and partly the billing group's responsibility. It comes from both places.

Q Okay. Well, let me just hop right in there, I guess, and not forget that one. Actually, I will. Let me just come back to that, because I want to ask you some other stuff first.

To the extent that you are involved in the operation where you're dealing with the interexchange carriers as well as the CLECs, let me just ask you if you're aware of whether or not BellSouth provides billing for any other company other than BellSouth.

A We have in the past provided billing for various interexchange carriers for long distance. It's not my area of expertise, but I believe we still offer that as a service, but a number of the carriers have taken that service back and are doing their own billing. I do not know of any place where we are billing for local service on behalf of another carrier, but that's outside my normal scope.

Q Who would be the person who would know the answer to those questions specifically?

A I believe Mr. Scollard would at least be

able to address that question. I'm not sure he has all the specific knowledge.

Q But you believe that you all are currently doing billing for long distance companies?

A For at least one long distance company, I believe.

Q All right. Mr. Scollard will be the person that we will direct those questions to if that's not your area.

Now, when we talk to you, you are the expert on the capabilities of the electronic systems; is that right?

A Yes.

Q So if I were to ask you to go through a scenario and explain to me, as a person who is a neophyte, in terms of what you actually do at BellSouth when somebody calls up and they want to get service, you would be the person who could answer that kind of question in terms of --

A For the --

Q What I want to know, I want to be able to figure out exactly what happens when somebody in Miami, for example, since we're talking about Miami right now, comes into the city new or is already there, and they call up BellSouth -- a residential. I

want to start with the residential, and I want to know exactly what process takes place and what systems are utilized by the BellSouth customer service reps. I'm assuming it's customer service reps that we're talking about that would be getting those calls.

A In the case of residential service it is.

Q Where would those people be located, the people that take in those calls?

A The people can be physically located anywhere in the United States territory. In general, Florida has at the moment three centers, one in Miami, one in Fort Lauderdale, and one in Jacksonville, and a couple of other smaller ones. I can't remember whether they've closed the Gainesville center or not. It's in transition. But the call can go to any one of those four centers.

Q Is there a name for those centers?

A They are called customer service centers, but you'll hear them called business offices, which is an old name for them.

Q Now, if you will just bear with me and tell me in a very simplistic fashion what happens when a residential customer calls up BellSouth's customer service center or business office and wants to get service.

A And this is never lived here before, brand new service?

Q Well, to start with it would be that one, and then I want to go to the one where they want to switch from another residence in Miami or wherever they happen to be. There are two scenarios here. One is brand new service, and then one would be switching it to another location where they've already got an account with BellSouth.

A All right. New service, never before applied.

Q Yes.

A They call the -- in this case, the residence service center. That's that customer service center. The rep speaks with the customer on the phone, is prompted by a sales and marketing script that our residence retail unit has developed to go through a series of questions with the customer and to use an electronic interface system called the Regional Negotiation System.

Q Regional Negotiation System?

A Right. And I will abbreviate that RNS, the three initials, because that's the way we commonly refer to it.

That system with a sales and marketing tool

that is scripted with it prompt the rep through the series of steps to verify service or to obtain service for the customer. And the steps are pretty simple. Let me give you the two sort of global concepts, and then we'll talk more specifically.

There are a series of steps called preordering, which involve the process of validating the customer's new address, and that's done in a system we call RSAG, Regional Street Address Guide, and the process of obtaining a telephone number for that customer. There is a sales process involved in selling features and services to that customer and building an order. And then there is a credit check process involved with that customer which builds a credit recommendation and determines whether we collect a deposit from them or what size deposit that is.

At the end of all that negotiation process, which typically takes for a residence service rep 25 to 35 minutes for a new customer like that, an order is entered into the system, and the customer is given a due date for the service that is part of that negotiation process.

Q Okay. Can I stop you right there? What system is it entered into?

A Oh, I'm sorry.

Q That's what I'm mainly worrying about, is what the systems are that you're dealing with.

A We're building the order in this system called RNS.

Q It's all in RNS?

A It's all in RNS at the moment. This is a combination sales and marketing and ordering system, is the easiest way to look at that. So the order is built entirely in that system. And then the order -- at the end of the negotiation process, when they're satisfied they've sold everything they can, they release that order. That order flows into a BellSouth -- what we call a legacy system called SOCS, S-O-C-S. That abbreviation stands for the Service Order Control System.

And from that point on, the order is handled by a number of network and carrier services systems that -- maybe to shortcut this, I'll say that, and then we can go into detail if you want to. The point of the order being correct and in the Service Order Control System is where the CLEC ordering stream and the BellSouth ordering stream come together. Everything from there on -- well, Service Order Control System and every system downstream are

identical. Any differences are in the system to get from the customer --

Q Phone call to the --

A The phone call into the Service Order Control System.

Q In other words, RNS is basically --

A RNS is the residence system. There are other systems for small business and large business.

Q All right. Would you continue with what you were telling us on the SOCS, once you get to that point?

A Once you get to that point and the order is correct --

Q How does the rep know that the order is correct?

A There are a series of edits, or you'll see them called in some of my testimony -- I don't remember using the word in this set -- business rules. There are a series of edits that test the order for validity during those steps and either prompt the service rep to correct their mistake or deliver the order to an error correction group to have that mistake corrected.

Q Those edits are incorporated into the RNS?

A They are incorporated into parts of the RNS

system; that's correct.

Q So it's RNS that has these. Okay. And these edits -- basically the process, you've got it created in such a way that the rep does not have to know everything -- I mean, at each step of the game, the electronic system and the screen in front of them prompts them to make certain choices; is that correct?

A Yes, it does, but it's not that the rep doesn't have to know anything.

Q Right. I'll strike that.

A The training just to use RNS as an ordering tool starts with a six-week course, and it's almost six months before the reps are finished with all of the training to use RNS as an ordering tool. They actually come out into the production environment in about six weeks, depending on how well they did, and then they have a series of on-the-job courses that continues for almost six months before they're fully qualified. So it's not a simple process.

Q Yes. I didn't mean it to sound like that. What I meant was that there are a series of steps provided that would make sure that whoever is using that system has to go through certain steps before they can proceed to the next juncture.

A There are a series of those steps designed

by that retail unit for their customers; that's right.

Q And you call those edits, is that right, or business rules?

A You'll hear them called edits or business rules interchangeably.

Q Okay. Now, you said that there was a point at which they either realize that the order is correct or -- how do they know it's correct?

A The system, RNS notifies them with a flashing symbol or an error message or a beeping sound when it recognizes an error.

Q That the order is either correct -- does it say it's correct positively, or does it simply tell them if there's a problem?

A It tells them if there's a problem.

Q Okay. So if your customer service rep is doing this procedure, you said a few minutes ago that the entire process would take up to 25 to 35 minutes?

A For a new connect like you set this scenario up, that's typically a 25- to 35-minute call.

Q And how far into that -- or are we talking at the end of that 25 to 35 minutes?

A We're talking about during the process. As various things are done, for instance -- and let me give you an example. I'll use an Atlanta address,

because I know a mistake in mine. My home address in Atlanta is 771 Bedford Oaks Drive, Marietta. If a service rep asked me if that's the address, I would tell them. If you enter that into our system, that address is wrong. My actual address in BellSouth's system is 771 Bedford Oaks Drive Northeast.

Q So the flashing light would come on?

A Actually, in this case it's a prompt on the bottom of the screen that says, "We can't validate this address. Here are suggested ranges of addresses for choices. Talk to your customer." It doesn't say this, but the instruction is talk with your customer, say, "I don't see that. Could that be Bedford Oaks Drive Northeast? Let's try that." Yes, that's okay. At not every step, but at a number of the steps those edits are applied to make sure that the data is valid.

Q Okay. So once they get to a certain point in this process where they've been prompted along and there's no flashing light or buzzing bell or anything else, they say it must be fine, push a button, and it goes to SOCS?

A Goes to SOCS.

Q And what does SOCS do?

A Its function, it actually -- because it's a very old system, it actually reapplies all of the

edits, so it checks the order again top to bottom. And that's just the fact that it's 15 years old and that's the way it was designed originally. Then it hands the order to a network system called SOAC, S-O-A-C, Service Order Activation Controller. And that system splits the order up into parts and sends them to the appropriate network system to have action taken.

Q Like what?

A For instance, on a new order, the directory listing for the new order will be sent to a system called LIST. The request for what we call a facilities assignment, a cable pair or a facility to actually connect that customer's location to a central office, will go to a system called LEIS.

Q L-E-S-E?

A L-E-I-S, or L-E-I-M. They're inventory managers. Loop inventory management is what the L and the I and the M stand for in those two.

The request for a telephone number, which has already been reserved by this time, will go to a database called ATLAS, which I can never remember what it stands for, but it's our telephone number management database.

Q The telephone number would have already

been reserved in the --

A The telephone number would actually have been obtained from ATLAS early in the process.

Q At which point? Is that while it's in RNS?

A While it's in RNS. And it's put into a, quote, reserved status. And this transaction in SOAC changes it from a reserved status to what's called a pending status. And then later when the order is finished, it changes to an active status.

Q Reserved to pending, and then to active?

A Then to active.

Q Okay.

A Let's see. What systems did I leave out? And a request for the set of software that are called translations that go into the BellSouth central office switching equipment goes to a system called MARCH, which is another acronym, Memory Administration Recent Change.

Q What does that do?

A It actually -- it's an interface between the Service Order Control System and the specific BellSouth switch that that telephone number is going to work in. Let me give you a quick example on that one. We have, depending on which state you're in --

let's see. In the State of Florida, we have at least four different vendors who supply switching equipment. So instead of having a service order remember that to activate call forwarding or to activate through a calling in a Lucent 5ESS switch requires this thing, and to activate it in a Siemens switch in Boca requires this string of information, there's one service order code that means activate through a calling. MARCH is the translator that says, "Okay, the number is in this switch. I need to translate this code and do this with it."

Q Okay.

A And that's it. The service order, depending on whether a technician has to be dispatched, which again will have been determined earlier as part -- from RNS, a question goes to another system that's actually part of the street address guide to determine whether existing facilities serve that house or apartment.

Q So that's from RNS. A question goes to which system?

A To a system called RSAG, the street address guide. There is an answer that comes back relating to the -- the BellSouth term for it is cut-through, and there's into term called QuickServe. And between

those two answers, which are yes or no questions, the service representative determines whether or not a facility is already wired to that particular residence location, and that in turn determines whether we're going to have to dispatch a technician or not. If a facility is cut through and QuickServe is on the line, then no dispatch is required. If it's not, then one is required.

Q Early on you have sent the question to that RSAG system, so at that point when those answers come back, is that an immediate signal to have someone put on -- to start the process to get somebody ready to go out?

A No.

Q Okay. Then let me interrupt with that.

A That has been determined early because that becomes part of the due date offered to the customer.

Q Okay. Let me go back to that. When is the due date given exactly?

A The due date is given at the end, the very end of the service ordering process. The service representative has discussed and/or sold everything that they need to discuss and/or sell with the customer except for their credit information, and that's sort of an off-to-the-side function.

Q Takes a while?

A Yes. But having done all that, we know what they want, we know where they want it, we know the availability of services and equipment, and a due date is calculated actually at that point.

Q Now, I may be screwed up here, but is that due date going to happen in the 25 to 35 minutes, at the end of the activity?

A Close to the end of that activity. Generally the credit information is taken after that discussion, but that's sort of flexible, depending on the representative and how the sales flow is going.

So that due date has been established. The order has flowed through and into the network systems. And let's assume for the moment that the dispatch of a technician is required. That order asking for a technician to be dispatched to work on the facility goes to a system called LMOS, Loop Maintenance Operating System.

Q Loop Maintenance Operating System, LMOS. Okay.

A And it goes into queue with all the other orders waiting for the due date to come around. The day before the due date, a manager in the Work Management Center that's responsible for that specific

central office does a series of functions that at the end of it wind up with an order being assigned to a specific technician.

Q What center is that particular person in?

A It's called the Work Management Center.

Q Work Management Center. Okay.

A And then the next day, which is either -- depending on the class of the order, is either the day before or the day of the due date, the technician receives that work order. And depending on where they are, they can either receive a paper copy or receive an electronic copy that says to them your next work activity is to perform a new install at this address, such and such a place in such and such a time window.

They drive to the customer's location, perform the work activity, complete the order, either electronically or by calling the Work Management Center. In Florida almost everywhere it's most all electronic.

Q When you say complete the activity, explain what you just said. What is that, when you say electronically?

A They have finished their work activity and the service has been provided as ordered. They tell all of our systems -- this is coming back up through

the systems now -- that this work activity has been completed.

Q And it's usually done electronically?

A Usually done electronically. And then that order is complete. The customer is in service.

Q All right. Well, you get an A+ for that test. Obviously you know the scenario pretty well.

A Many years.

Q I've got to go back and ask you now a couple -- first of all, I want to go back to what we initially started with. This was the new service.

A This was a new service; right.

Q A new residential person that had never had service before.

Now, what, if any, significant change would happen if you have a person who is switching as is? I think that's what they call it, is that not correct, for a person who is already a BellSouth customer in Miami, for example, already has a residential line or service, and then calls up and says I'm moving over to Coral Gables or something, you know, I'm moving to another location.

A That's not a switch-as-is.

Q Okay. I'm incorrect. If we do have that kind of scenario that I just described, what would

happen differently?

A We call that -- the industry abbreviation for that is called a T and F, which is a to and from order. The process I have just described for the new order is exactly what applies on the "to" side, where they're moving to. And there is a second order which is a disconnect order issued on the "from" side which disconnects their old service when their new service is installed. So it's a new order. The flow I just described to you for the new order is exactly what happens on the "to" side of that order. The disconnect order is simply to disconnect the old service.

Q And is that done at the same time simultaneously?

A It's done at the customer's discretion. That's part of the negotiation as far as what the due dates are on both sides. The customer can obtain overlapping service. There are all kinds of cases within that.

Q What I meant was that activity in terms of whatever the customer wants is done at the same time.

A Oh, yes. The service rep on the line would actually write two orders. They would write a new order, an N order, and write a disconnect order while

they were talking to the customer.

Q A N order, the letter N?

A The capital letter N.

Q The letter N for new?

A For new, and the capital letter D for disconnect.

Q Okay.

A Sorry. I lapse off into our acronyms periodically.

Q See, I'm thinking i-n.

A It's actually all the same in that case. It's an inward movement order.

Q So the service rep would do two orders then?

A Right.

Q All right. Now, if we can go to this same scenario for a business customer coming into an area for the first time and wanting new service.

A Okay.

Q Meaning somebody with maybe 50 lines at least.

A Large business customer.

Q A very big customer.

A All right. There is a very big difference that happens between six and ten lines.

Q Okay. Well, I may need to ask another question then.

A There's a middle case in there.

Fifty-line customer, they would call somebody, and let's suppose they call the business office. That's not typical for that size customer. If they followed the customer guide in the phone books and the other places, they would wind up calling our BellSouth Business Systems Group. But one way or the other, they are directed to the BellSouth Business Systems Group, which handles large accounts.

Q All right.

A An account executive from the BellSouth Business -- let me abbreviate that as BBS. I tend not to use it that way. An account executive from BBS would then go on-site, meet with the customer, do a typical sales call, sit down with the customer and negotiate what for us is a very large order, a 50-line order, and determine through a series of -- you know, the classic sales call, listen to the customer, determine what their needs are, see how our products fit their needs, make them an offer and negotiate a -- you can't negotiate a price because it's tariff, but you can negotiate a -- we have this, and it will cost you $500, and we have this which does something

different, and it will cost you $250. So they negotiate a sale.

At the end of that sale -- and for a 50-line order, that's typically not one visit. That's typically a couple of visits, or maybe three, because that's a pretty big system.

Q Visits to --

A To the customer's premises.

Q To install it? Is that what you mean, or to talk about it?

A No, no. This is just to do the sale, sales calls.

Following the sales call, when they had given the customer a proposal and the customer had accepted the proposal, all of the normal sales things that happen, depending on how complex the service is -- and let me assume one of our more complex services that we call MultiServe at the moment. There would be a last consultation on-site where a person called a system designer would actually be there with the account executive and with the customer and begin filling out a whole series of forms. For a 50-line ESSX order, there's 100 pages for the line forms. That's about a 160-page set of forms to build that order. And they would actually sit down with the

customer and fill that out, because, for instance, you have to decide for every telephone station what you want it to do. Is it supposed to have long distance calling privileges? Is it not supposed to have long distance calling privileges? Is it supposed to have four-digit dialing? Is it supposed to transfer to an attendant somewhere if it's not answered? After how many rings?

Q All the fine tuning.

A That set for one station is a two-page form. So there are 50 of those, and then there are some common forms. So all of those forms would be created and discussed with the customer on-site.

Then that system designer returns to the office and works with two other people -- excuse me. I said the wrong title. I always do that. It's actually a system consultant that goes out on-site. Then they work with a system designer and another person inside the organization called a customer service associate. And between the three of them, they create an electronic copy of that paper order. In Florida, they create that in a system called DOE, Direct Order Entry.

And in contrast -- some of the staff folks here have seen those systems. In contrast to the

residence system I described earlier, it has no prompts, nothing user-friendly. Training takes almost nine months before you're competent. It is simply typing in strings of code.

Q Looking them up in the book and all that stuff?

A Or memorizing them after you've done it 10,000 times. But it is typing in long strings of code that mean something to us in terms of orders.

The flow after that, DOE sends the order to SOCS, to the Service Order Control System. And for a new order, the flow I described earlier is the same, except we're now talking about 50 lines, so a technician is going to go to the premise somewhat earlier than they would for one residence line, because they have 50 times the work to do.

Q All right. So that order goes into SOCS and becomes --

A Fifty N orders.

Q Fifty N orders, basically.

A And because the particular product I chose for an example, MultiServe, has a much more elaborate set of services than a plain residence service, there are other orders that require manual intervention by network groups. For instance, MARCH, the system I

mentioned earlier, cannot do the translations for an ESSX. So that order goes to MARCH, and MARCH says this is an ESSX order and I can't do it. It sends a copy of the order to a work group in Network and Carrier Services who actually does the translation work.

Q By hand?

A By hand. They look it up in the tables and the books for that specific central office and figure out how to implement it.

Q So that part of it has to be done manually?

A Yes.

Q Network -- what did you call them? Service center?

A Network and Carrier Services. It's actually the -- Network Infrastructure Support Center is the right name for that group. We have an acronym for everything. N-I-S-C, NISC.

Q Okay.

A But their job function is to -- among a lot of other things, but one of their job functions is to do what we call complex translations, which means we haven't automated it using MARCH. It requires skilled human intervention.

Q Now, if you had this same big customer,

still talking about the big entity, and they wanted to just simply relocate, say they already had all this stuff that you go through the first time, like this MultiServe deal, and they're operating and they've got the 50 lines, and they've got all the special things that MultiServe offers on all those lines, and they want to relocate across town, you know, still in the territory of BellSouth, and they call up to do that, what happens then? Is it the same thing?

A It's exactly the same process, except --

Q That you were talking about with residential?

A No, no, no. It's exactly the same process we just went through with the account exec going on-site. The only difference is, this time when they went on-site, they would have a copy of the customer's service record, the old one, to start from. And the interview process, the process of filling out the forms should be somewhat shorter. If they wanted exactly the same thing and it was exactly the same kind of central office on the other side of town, it should be pretty much the same. But all the work has to be done again. None of the work is movable.

Q Because you have to --

A As far as network is concerned, you're

starting over. In that case, the order to move a MultiServe customer looks no different than a brand new one showing up in that office.

Q But what you would have is a copy of the customer service record?

A A copy of the customer service record, which has, for instance, a line by line list of all those features.

Q With particular stations listed?

A Yes. So if they want to leave it the same, you're just basically saying --

Q Change this number to this number?

A This number changes. Is it this station? What's the new number? Okay. You want all these features. We're done with that line. So instead of filling out a two-page form, you're confirming a two-page form.

Q Okay. Now, you were telling me before -- I assume that's pretty much the whole story on that size customer.

A That's the whole story on that size customer; right.

Q Now, you were saying that there's sort of a middle stage in there.

A There's a middle ground customer.

Q Six to ten? Is that what you were saying?

A It actually starts with one business line and goes up to six to ten. And that's not a hard and fast rule, because it's done by market segments, not by number of lines.

Q And what does that mean exactly?

A The customers are divided up by industry and by size of account. And this is over in our retail unit, so I'm not real clear how they do that. But they have some way or another divided the customers between what we call small business and BBS, BellSouth Business Systems.

Q So this is the small business group?

A This is the small business group. And generally those customers have less than ten lines in service.

The difference is that on an order just for one flat-rated business line or five flat-rated business lines, that's done by talking to the customer service associate, who is the customer service rep, much the same way that the residence order was done. The difference is that the business support system for order entry, as I described it a minute ago, which is called DOE, Direct Order Entry, has no prompting, no support. You have to memorize or use the reference

manuals for all of the coding. But if a customer service rep does that for nine months, or in most of our cases, for 15 years --

Q They get good at it?

A They get good at it.

Q So basically the only significant difference there is that it's DOE and that there's no prompting, you have to use manuals to do it?

A Yes.

Q But it's similar to the residential process?

A Similar to the residential process once the order is created. The order entry is very different, but from there on it's identical.

Q So from DOE it goes to SOCS; is that right?

A To SOCS, yes.

Q Now, if they were to relocate, it's the same kind of scenario?

A Same scenario. You have to write two orders. You write a new order for the new location and a disconnect order for the existing location.

Q Okay. What I need to ask you now is, when you have an ALEC and they are doing these same processes, is an ALEC given access to RNS?

A No.

Q Is there some reason why they're not?

A Yes.

Q What is the reason?

A Two reasons. When we started off I guess in late 1996 after the FCC had issued the order trying to figure out what systems we were going to provide for the ALECs to order with, there was a national standard developing which was codified at the end of 1996 that uses a form called a local service request, which I'll abbreviate as LSR. That form provides for an ALEC to do resold services and unbundled network elements using a standard order input format. None of our existing systems, RNS or DOE, supported the format or the information that was now required by the national standard.

Q Who created the national standard?

A A subcommittee of the Alliance for Telecommunications Industry Solutions, ATIS.

Q And what is their authority?

A They are a cooperative alliance of telecommunications carriers at the national level, which includes a number of ALECs, all of the interexchange carriers, and all of the incumbent local exchange carriers. And their purpose in life is to create national standards for ordering and

provisioning and maintaining telecommunications services, that particular subcommittee.

Q Is there some document that contains this particular standard that you're talking about?

A Yes. That particular standard -- we've changed several versions since 1996. That particular standard is a document called the Local Service Ordering Guide. Version 2 is the most current version. And the ordering methods are documented in a standard called TCIF, Version 7.0. Between those two, the LSOG is actually the manual version of the forms, and what data elements are required and what information is to be put in the data elements. The EDI, Version 7.0, is an electronic version of that same form.

Q The TSIF?

A TCIF, Telecommunications Industry Form. That's a subpart of the larger group.

Q That's an electronic version of --

A LSOG.

Q And LSOG is the manual version of the forms. And the data inputs, is that what you said?

A The data inputs. For instance, it will say -- I did not bring one of those forms with me, but if you looked in the ordering guide, there is a data

element that's required for an ALEC called CCNA, which is company code name. And it says --

Q So you can identify a company out of the entire country or whatever?

A And it says this code has to be four digits long, it has to be preassigned, you have to do it when you sign up to do business with a company so you both know what it is, has to be four digits long, and it has to be all numeric. Here's where it goes on the form, and it's either required or not required. Now, that particular one is required on all the forms.

But that's the difference. And I didn't actually intend that, but that's probably a good place to talk about it.

Our existing systems did not accommodate any of that information. They accommodated the basic ordering information, but they did not accommodate all of this additional information that was now added as a national standard.

Q So these are additional data elements?

A Yes.

Q And they all relate to the fact that now you have new LECs basically that need to be identified?

A You have new LECs that need to be

identified, and you have new contacts for those LECs. They have --

Q What kind of contacts? What do you mean when you say that? See, I don't know exactly what you mean.

A Yes. I was trying to think of a way to explain that. There are sections on the form that say -- if I've got a question about coordinating this order, there's a section of the order to be filled out that tells you who you call, what their telephone number is, and what their fax number is.

Q At each company?

A At each company. There's a section for questions about the order, for order coordination, for engineering design questions on a complex service, who do I get back to at the ordering company. There are a whole series of things on that form. And I'll go ahead and take resale the rest of the way through. So there was no place in our existing systems to either input or process that information.

Q Can I ask you one thing right in the middle of this? What I need to understand is this ordering resale guide, ordering resale --

MS. WHITE: The Local Service Ordering Guide?

MS. SUMMERLIN: The Local Service Ordering Guide, whatever it was. What did I just say? It didn't make sense, I know. The Local Service Ordering Guide.

BY MS. SUMMERLIN:

Q This document and this product that was put out by this -- it's basically an industry association; is that correct?

A Yes.

Q This tried to capture information that would make it possible to have competition in a local market? Is that basically what the idea was?

A Yes. They had an earlier standard where all the carriers got together, the interexchange carriers at that time and the local exchange carriers, and agreed on a standard for ordering what's called the access market, and that standard is called ASOG, surprisingly enough. That same group, plus the new ALECs or CLECs, got back together, primarily at the suggestion of the FCC, although they did not make it rulemaking, and developed a standard for ordering local services both in the resold mode and in the unbundled network element mode.

Q Now, when this document was promulgated or agreed upon or whatever, was there any communication

within that document that made any declaration about any particular ILEC systems, such as RNS or any or your systems at BellSouth?

A No.

Q It didn't leap to that, did it? It just simply talked about --

A No. This is a standard -- it starts as a paper standard, if you can imagine. Let me get that clear, because that's what the document basically is.

Q The local service request?

A It starts as a paper standard that says here are all of the items of data required to create a new order for local service from a CLEC -- an ALEC, excuse me, to an ILEC. And then a mechanized standard using the paper standard as the basis was created on top of that. And those have continued to evolve. We're actually in the second version of the service ordering guide and in the third version now of the EDI, the electronic ordering format that goes with that.

Q Okay. I'm real dense about some of this, so I'm just trying to understand. TCIF you said is the electronic version of that information that needs to now be identified; is that right?

A Yes.

Q Now, you keep talking about EDI. Is EDI the electronic system that embodies that?

A EDI is the electronic system that is specified in TCIF 7.0. It is a particular way of exchanging data that they have developed, taken the form and developed methods to use.

Q Okay. Who developed EDI?

A TCIF, the Telecommunications Industry Form.

Q So EDI was created by that same industry group?

A Right. EDI has -- I'm sorry. Let me back up and give you the history. EDI has been around for a long time as a method for companies exchanging electronic data. What that committee did was develop a national standard that says if you want to exchange these local service request forms electronically, here are the mechanisms you use to do it.

Q And EDI is --

A Is the national standard mechanism at the moment for ordering.

Q It is the national standard for those elements. All right.

Now, the fact that EDI is that national standard mechanism for these elements, is there anywhere in that process of creating that or refining

EDI if it was existing already that goes to the point of saying that any particular ILEC systems are not appropriate? Is that something that each ILEC has to make the decision whether or not their systems will accommodate what needs to be done?

A Yes, to some extent, but let me give you the rest of ours.

At the end of 1996, because of another regulatory action in Georgia, we were ordered to implement ALEC ordering using EDI by the Georgia Commission, recognizing at the time that it was an evolving national standard. It actually became a standard somewhat after that physical order. So we were actually ordered to implement that sometime in mid 1996. I don't remember the date, but in June or July.

Q You were ordered by Georgia?

A By Georgia to implement that.

Q In Georgia?

A In Georgia. And that became the regional standard.

Q And how did it become the regional standard?

A Once we had implemented it, since it was a national standard, BellSouth adopted it as the

regional standard. It has since been recognized as compliant with the national standard by every Commission, including Florida, but they all happened after Georgia.

Q It just so happened that it was first in Georgia?

A Georgia passed a state law deregulating telecommunications before the national law was passed, and the sequence is a little bit different there.

Q So the local service request -- is that what the form is?

A Yes.

Q Is new for BellSouth?

A New for BellSouth as of mid to late 1996.

Q Okay. So EDI is new also?

A For processing the local service requests. We used EDI for a number of other functions.

Q So are all the bugs worked out?

A Of EDI?

Q Yes, for the local service requests.

A Have been. We've processed -- in the last quarter, we processed almost 50,000 orders through that particular system.

Q The last quarter?

A The last quarter of last year. I haven't

looked at the January, February, March data yet. I haven't been back to my office lately.

Q The last quarter of '97 for BellSouth in the nine states?

A In the nine states.

Q Okay.

A We've had regular users on that system since -- let's see. Actually since January of '96 -- excuse me. January of 1997 our first EDI user came on-line, and we've added a number since then.

Q Since January of '97?

A Right. The first deployment was January of '97.

Q First use of EDI to process local service requests?

A Right.

Q Not the first use of EDI alone.

A Right.

Q Now, the data that the local service request needs to have is -- what you're saying is that it's not compatible with RNS. Is that what you were saying?

A Right.

Q Why is it not compatible?

A RNS -- if you can imagine it as two pieces

of data, RNS contains and prompts the service representative to capture information about the services to be provided and information about the end user of those services. The local service request adds on top of that information about the CLEC. And RNS was not designed to capture that additional group of information or to provide a place to put it in and use it. It would have had to have been redesigned from the ground up to accommodate that, and then it would not have accommodated business orders, which are on a separate system.

Q But they were on one anyway; is that right? I mean, they were already on a different system?

A Yes, yes. So the regulatory order in Georgia and our decisions with the various states going forward was to offer a single system compliant with the national standard that would handle both residence and business.

Q Would it be possible to adapt the RNS system to include the EDI requirements?

A Technically possible, yes.

Q Did BellSouth explore that idea?

A Yes, we have explored that idea.

Q Was there a conclusion?

A The conclusion was that it would not be

compliant with the FCC's interpretation of what's required for nondiscriminatory access.

Q Why?

A They turned down Southwestern Bell's application for Oklahoma using a similar -- not similar to RNS, but their system that looks the same way, saying that it was discriminatory because -- a list of reasons. And at that point in time the decision was made that there was no sense pursuing that further.

Q Do you know who it was discriminatory towards?

A That was one of the reasons the FCC denied Southwestern Bell's Oklahoma application, was that their -- what is in essence their retail system. It's a system called EAS. It was determined to not offer -- I'm saying two negatives. It was --

Q Determined not to be okay.

A Right. It was --

Q Determined to be discriminatory.

A To be discriminatory.

Q But you don't know who it would be discriminatory against?

A They didn't -- you know, we were focused at the time on making systems that comply with the state

commission requirements and the FCC and the Department of Justice requirements. Since no one knows exactly what nondiscriminatory access is, you go back through the regulatory history and see what has been accepted and/or rejected and move your business forward based on that.

Q Well, I appreciate that you're telling me you don't really know, but who could it conceivably be discriminatory to? If you offered that same opportunity to all comers, how --

A A carrier that wants a single system to handle both business and residence orders would then be forced to have two separate systems.

Q A carrier who wants --

A An ALEC who wants to provide services to both residence and business customers, if it were offered and if it were reconfigured to accommodate all the data requirements, that carrier would then have to have two separate systems just like BellSouth does today. A number of carriers who intervened in Oklahoma and who have since intervened in our regulatory cases have said, "No, thank you. That's not suitable. That's discriminatory. We want one system that handles all types of orders."

Q But BellSouth currently uses RNS and EDI.

A And DOE.

Q And DOE.

A Yes.

Q So BellSouth has all these at this point.

A Yes.

Q And BellSouth uses them right now to provide services; is that correct?

A That's correct.

Q Hang on just one minute.

What you had told me a little while ago is that the first use of this EDI with the modifications for the local service requests, the first use of that was January '97; is that right?

A Yes.

Q What kind of training did BellSouth provide for its people on these modifications?

MS. WHITE: On the EDI system for ALECs, on the EDI system that ALECs would be using? Is that what you're asking?

MS. SUMMERLIN: Yes, the modifications that were made to address these problems.

A Training is probably not even the right word. This was a brand new system, so it was actually designed, built, installed, and began operation during the last half of '96 and the first quarter of '97 when

the user came on-line. There was extensive training. I mean, there was a whole team of program developers, a group we called EDI Central, who are actually the people who handle the large computers that make it work, and then service reps in the LCSC who handled the orders. So there was a long series of training, as there is with any brand new system, that covered everything from the service rep who's kind of at the tail end of the process up through the system managers.

Q So the service reps that deal with the ALECs got an intense training period? Is that what you're saying?

A Yes.

Q During '97?

A Theirs actually started in November of '96 and was finishing in January of '97. But that was the first user, and it was one specific user, so they were dealing with a single --

Q Scenario.

A Well, it was AT&T, actually. I keep saying that. It's no secret. They were dealing with a specific scenario and working jointly with that company to bring them on-line and handle their orders.

Q So they basically got trained on dealing

with one type of carrier?

A One type of carrier, but it's the same order. The local service request doesn't vary for AT&T.

Q Let me ask you on that note. How many ALECs are operating in Florida with BellSouth at this point? I don't mean certificated. I know one of you said 150 were certificated, or one of you was working with 150.

A I did not bring my most recent note. I believe the number in Florida is 42. I would have to do that subject to check. I read it in a report.

Q These are actually operating in Florida?

A Yes. And let me tell you how we count that. Those are people that have sent us more than ten orders in the last 30 days. It's kind of arbitrary, but how do you tell if they're operating or not?

MS. SUMMERLIN: Can I get a late-filed, however you want to do it, exhibit that would tell me exactly how many ALECs are operating in Florida with BellSouth right now? And let us say with residential and business customers.

MS. WHITE: Keep going.

MS. SUMMERLIN: And that are processing --

or for which BellSouth is processing orders in excess of -- I would say in excess of 50 orders.

MS. WHITE: Fifty orders per what?

MS. SUMMERLIN: Annually, residential and business.

MS. WHITE: And you're looking for the number of ALECs?

MS. SUMMERLIN: Yes. I just want the number of ALECs in Florida.

MS. WHITE: For whom BellSouth is processing 50 orders annually.

MS. SUMMERLIN: That represent both residential and business customers. In other words, I don't want just business or just residential.

THE WITNESS: I don't see a -- oh, I'm sorry. Let me finish qualifying that. You don't want one that has just one or the other, but those who have both?

MS. SUMMERLIN: I guess either would be fine.

MS. WHITE: And/or.

THE WITNESS: And/or. Okay.

MS. WHITE: And you're not looking for the names, just the number?

MS. SUMMERLIN: No, I'm not looking for the names. I'm just looking for the number.

That will be late-filed Exhibit Number 1.

(Late-filed Exhibit 1 identified.)

MS. SUMMERLIN: Do you have any desire to take a two-minute break? Then I can kind of assess where I'm at, and we might not have to go as long, because I can identify what I've covered and what I haven't at this point.

MS. WHITE: Sure.

(Short recess.)

MS. SUMMERLIN: Nancy, can I ask for another late-filed with either the cite or a copy of the order that Mr. Stacy was referring to with the Southwestern Bell in Oklahoma case, just so I know exactly what it is you're referring to?

MS. WHITE: Okay.

MS. SUMMERLIN: I mean, I can spend two years looking for it, or a little while looking for it. That would be helpful.

MR. BOWMAN: Is that the Eighth Circuit, the infamous Eighth Circuit case?

THE WITNESS: No. It's the FCC order in the Oklahoma filing, May something last year.

(Late-filed Exhibit 2 identified.)

BY MS. SUMMERLIN:

Q Now, I've gone through here and tried to get rid of some of these so I won't take as long.

Okay. Let me just ask you one thing. Are you familiar with or have you heard anyone at your company state or report to you that there have been any statements made to Supra about requiring Supra to use faxed orders or paper orders?

A No. I've read the statements in Mr. Ramos and Mr. Hamilton's testimony, and I've forgotten which one repeated that statement. But other than those statements, I've not heard that from anyone at BellSouth.

Q The persons who would be reflecting that would most likely -- if there were anyone saying that, it would probably be customer service reps, wouldn't it, or is that not correct?

A No. They would be either in my organization or in Jan Funderberg's organization that I work parallel with. Again, I don't know of anyone saying that, but there are customer service reps and customer support managers who are in direct contact with the ALECs on a daily basis.

Q If it were a situation where an order came

in electronically and on the other end of the line it was a customer service rep dealing with that, would that be a logical assumption that that's who's going to be dealing with that?

A If an order comes in electronically from Supra and it's correct, a customer service rep never sees it. It goes straight to SOCS. If it had an error on it, it would normally be a customer service rep who was dealing with Supra to correct the error.

Q Let me ask you about that process. Let's say an ALEC or Supra, or any ALEC, is attempting to submit an order to BellSouth and does something in that process incorrectly.

A Using which system?

Q Let me ask for LENS and EDI, the two scenarios. What exactly happens?

A And there are two versions of EDI. Let me clear that up. The version that Supra is familiar with is a version called PC-EDI, which is an EDI package that runs on a personal computer. Some of our very large CLECs have a custom-built EDI, same functionality, but they run it on a large mainframe computer.

Q What is that called?

A We call them EDI and PC-EDI.

Q So that would just be called EDI?

A Yes. At the electronic level, in terms of the content of the information that's sent back and forth, they're exactly the same. What's different is the kind of machine, the kind of computer they're implemented on.

Q So why would you want the EDI version? Because you've got a very big computer? Is it going to give you more speed?

A It will let you -- in general, that's a business decision they have to make, but it would let you customize the system to your own business requirements in terms of what your representatives see and how they enter orders and deal with the customer.

Q Do you have any idea of -- where does an ALEC obtain these two types of EDI?

A They're both -- let me back up. The PC-EDI system is obtained from a vendor who is a trading partner of BellSouth called Harbinger. They actually built that package, built it under contract with BellSouth. We provide one copy free to an ALEC, and then there is a set price to obtain additional copies of that from Harbinger.

Q And that's the PC-EDI?

A That's the PC version. The mainframe

version is built by the ALEC themselves using their own programmers or support they obtain elsewhere using documentation that BellSouth furnishes.

Q And is that documentation charged? Is there a price associated with that?

A No. And it's actually -- we mentioned it earlier. The documentation for TCIF, Version 7.0, that is the base documentation for that. That's what that document tells you how to do.

Q Now, what we were doing is an order that is determined to have an error that has been submitted electronically through LENS, and whichever one you want to take first, or EDI.

A Okay. Let me take LENS first.

Q Okay.

A An order being prepared in LENS, in what's called in LENS the firm order mode, which is the mode where you obtain preordering information and then subsequently place an order, it's almost directly comparable to the way RNS handles an order. You go through a series of steps that are predetermined, minus any sales and marketing steps. Obviously, we don't do that on behalf of the CLEC or give them a system to do that.

There's a number of errors which consist of

omitting required data. When you try to send the section of the form that you're working on in LENS -- LENS works as a series of pages or sections, and at the end of each section, there is a button. If you're a Windows computer user, there's a button that you click on to submit that part of the form.

Q Once you're ready to send it off?

A Once you're ready. Omitted data or data of the wrong type, if you put a name in a field that's supposed to have --

(Deposition interrupted.)

THE WITNESS: I'm sorry. I lost my train of thought.

BY MS. SUMMERLIN:

Q You were saying --

A When they click on that button to submit the form, if you've omitted a required piece of information or you've put a name in where there's supposed to be a date, an error will --

Q When you hit the button?

A When you hit the button, an error will -- I started to say pop up, but it actually just appears on the bottom of the screen to tell you what you omitted or put in wrong. So in LENS, a number of those edits are done at that point in time.

When the order is complete with all of the data created, it is then submitted. Because it is submitted in a form that is different from a BellSouth order -- remember, it's being submitted as a local service request -- it goes through two systems before it gets to SOCS. It goes through a system called LEO, L-E-O, Local Exchange Ordering, and it goes through a system called LESOG, Local Exchange Service Order Generation, L-E-S-O-G, all caps.

Those two systems do additional editing on the content of the data, and then if it's correct, submit the order to SOCS. If there is an error at that point, the error is marked on the order, and a notification is returned to a point in the system where the CLEC can retrieve it and correct the error.

Q Okay. Can I stop you there for a second? LESOG is Local Exchange Service Order --

A Generation. It's the mechanism -- I used the word "translate" earlier. It actually translates a local service request into the format required for SOCS.

Q Okay. Now, these two systems, when the person at the ALEC's premises pushes the little button at the end and says they believe the order is correct and basically they submit it, it goes electronically

to LEO and then LESOG sequentially?

A That's correct.

Q Okay. Now, the LEO process is for what?

A The LEO process actually captures a copy of the whole local service request and captures data about when it was submitted, what we call a diversion, but which edition of the order it is. If you send an order three times, there's a counter called a version number that changes.

Q First, second, or third iteration?

A Right. It captures all of that data and does some error checking again having to do -- in this case, it's basically the same error checking that has already been done in LENS, are the required fields filled in, and if they are, is the data of the right type.

Then if it passes those edits, which it does with a very high rate if it comes from LENS, if it passes those edits, it goes to LESOG, where additional edits are applied. For instance, an edit that's applied at the LESOG point says is the address contained in this order a valid address, is this service code that the company has placed an order for valid in this state.

Q The USOC?

A The USOC.
Q Universal Service --
A Ordering Code. Is it valid in this state with these other services that are being ordered. So it applies a whole series of those tests. At either point, an error could be returned to the ALEC.
Q Let me ask you, at the LEO system, this order or local service request has been submitted electronically to LEO?
A Yes.
Q This comes up on somebody's screen?
A No. This is a computer checking a computer.
Q A purely computerized process?
A Right.
Q No manual activity at all by BellSouth?
A No. Excuse me. Let me correct that. There are cases where there is manual activity, but a correct order -- a correct order or an order with any of the most common 300 or so errors is never seen by a person at BellSouth. There are some errors where a person looks at the order because they need to have a conversation with the CLEC about it.
Q You just said the most common 300 errors?
A And that list changes from day to day. But

an order that we can explain adequately with a function that's called an error code and a short text message goes back electronically to the CLEC.

Q In other words, it electronically identifies those common errors?

A And it electronically returns it.

Q Bops it right back to the ALEC or CLEC?

A Yes. I'm sorry. I keep using them interchangeably.

Q So what you're saying there is that there would be no human intervention on LEO for those 300 common errors, but then there are some errors in LEO that would generate human intervention at BellSouth?

A Yes.

Q And what would that be?

A In general those are places where we found a programming error, where the machine recognizes that there's something on the order it doesn't understand, but it doesn't fall into the category of one of the error codes, and we want a person to look at it. Those are the kinds of things that happen there.

Q And by default, the computer spits that out?

A Yes.

Q Because it doesn't fit in one of the 300

common errors?

A Right.

Q It spits it out and says somebody has got to look at this?

A Right.

Q When that happens, then it pops up on somebody's screen?

A Pops up on a screen in the Local Carrier Service Center.

Q LCSC. All right.

A And the customer service rep has a number of tools that they use to both look at the order, at the contents of the order and at the systems to determine what caused that error.

Q What kind of tools are they that they use to look at that?

A Our ordering guides.

Q Books?

A Books. There is some on-line documentation, which is a book in electronic form like we have on the Web site for the CLECs. They research that order to find out exactly what caused the system to reject it.

Q Is there a series of steps that they take?

A No. This is trained service reps.

Q Troubleshooting?
A Troubleshooting.
Q So there aren't a series of things --
A There's not a series of 1 through 15. They look at the error code, use their training and skill to identify what might be wrong with it, and then start research.
Q Now, if they get an order like that and they locate -- they figure out what they think the error is, do they spit out then a thing called a clarification?
A Not if it's not a CLEC error.
Q How could it not be a CLEC error?
A These are computer programs. They're never 100 percent foolproof.
Q So it could be a computer error?
A Yes.
Q How often does that happen?
A About one and a half percent of the time in total, and that's for all of the systems. That's the best we have ever done for BellSouth internally.
Q But if it's determined by the service representative that it's a CLEC error or ALEC error, they create a document, a paper --
A Actually, it's not a paper document. They

create it electronically. It goes to a fax machine, but it goes electronically to the fax machine. I don't want to mislead you on that. They create it on a screen.

Q Push a button, and it goes to a fax machine?

A They push a button, and it goes to a fax machine, and it's sent without ever being printed anywhere.

Q To the CLEC?

A Right.

Q All right. Now, if it makes it through LEO, then it goes to LESOG?

A And the same thing happens for different information.

Q A different tier of problems?

A Yes. LESOG errors focus more on the content of the data rather than whether the data is actually there or missing. LEO focuses on --

Q Just that something is in the spot.

A Something is in the spot, and it's the right kind of something. It's numbers where you expect --

Q A number as opposed to a letter.

A Right.

Q And then LESOG is going to focus on content, and if an error is identified, then a clarification is sent the same way?

A Or it's returned electronically. It's the same process. That 300 errors covers at the moment about 98 percent of our ordering errors between LEO and LESOG.

Q Now, on the LESOG, you were giving me an example of validating an address.

A Invalid address.

Q Now, if it makes it -- it can make it to LESOG with an invalid address?

A Yes. Let me give you a scenario on that. In fact, I'll use the one I used with my address earlier. The order is created and the address is validated, but the ALEC rep using LENS overtypes in error a character in the address field. So they go back to change something, and instead of fixing Bedford Way Northeast, they leave off the northeast, so the automatically generated address that was there earlier has been changed. That's detected when the order gets to LESOG.

Q So the order gets to LESOG, and the error light is flashing, and somebody has to figure out what it is?

A Well, now, in that case nobody has to figure out what it is.

Q It just shows right up.

A There's an error message that says, "RSAG, invalid suffix." In that case, directional suffix is what that particular element is called. And that goes straight back to the CLEC.

Q So theoretically if the CLEC or ALEC had access to RSAG, they would have known that they had an invalid address there?

A They had access to RSAG when they started. When you start firm ordering in LENS, one of the first required steps is address validation, and that address validation comes from RSAG.

Q But how did it make it that far, I guess is what I'm confused about.

A That's the first time -- let me kind of take you through the process in LENS. If you start a firm order in LENS, there are two ways of getting what's called a valid address. You can start with a known telephone number, or you can start with a valid address. If you create an address, it is tested right then and there on-line realtime against RSAG for validity. And if you go ahead into the firm order process, that address is carried all the way through.

What I just described for you is an error on an ALEC's part where they actually go back and change something that's already valid through a mistake on the part of the service rep. They tab into the wrong field and hit a character.

Q The system that tells BellSouth's person that that happened is the LESOG system?

A The system that identifies that --

Q That it's an invalid address, regardless of how it got invalid?

A No, let me take you through that. It's invalid. A copy of the order comes into LESOG. LESOG performs these edits, these tests on the system. One of the tests it performs is for a valid address. To do that test, LESOG goes and looks up the address in RSAG, the same original source of the data, and gets a yes or no, valid address or not. Because there are orders coming from -- well, actually, there are orders coming from three places into LESOG. We'll get to the other two in a minute. So that's the -- you said a BellSouth person. It's actually a BellSouth system.

Q Computer.

A That's the first time our computer has an opportunity to check that the address entered on the local service request is valid.

Q Now, let me ask you, if it were an ordering process where you're dealing with a BellSouth representative, that check that was done there at this point in time by LESOG would have been done in that initial 25- to 35-minute activity?

A No. It's done in SOCS in the case of the BellSouth representative.

Q Okay. It's done in SOCS, but at an earlier stage?

A No, same stage. Let me make sure I've got the processes parallel here. We talked about RNS back at the very first part of this. RNS gets information about valid addresses from RSAG just exactly the same way LENS does. So I have in LENS or in RNS a valid address.

If the service rep makes an error, although they're not supposed to, but overtypes part of that address and sends it, the next time we get a chance to check is in LESOG for a CLEC order or in SOCS for a BellSouth order.

Q All right. I interrupted you. You were going through this error situation.

A Well, I think we're about to the end of that. So the errors, a very high percentage -- the last month's check was that 98 percent of the errors

go back electronically. Two percent fall out for somebody to look at manually and determine what has to be done with it, whether it's a question that they have to go back to the CLEC with a clarification or whether it's apparently a BellSouth computer problem. And they have a systems group that works for me that they give it to in that case and say, "This order has been input. We don't understand why this error came out. It looks like it should have gone past all the checks. Here's the order. Determine what's wrong in your software."

Q Now, when you're in that scenario, the BellSouth rep has determined that there is an error and sends electronically a clarification back to the ALEC --

A To the ALEC.

Q Or CLEC. And then it's their problem to figure out what it is.

A They have to -- well, they'll assist them, but they have to fix it. We can't resubmit the order on their behalf.

Q Now, let me not interrupt you, because you were going to do the same process with the EDI and the PC-EDI.

A Well, PC-EDI and EDI are similar. The

difference, as I said, is simply the hardware they run on. The difference in using PC-EDI is that the ALEC has to use LENS to start with to obtain a valid address, reserve a telephone number, and obtain a due date. Then they have to go to the other system, PC-EDI, and create the order and submit it.

Once the order is submitted, the process of receiving any errors on the order and of resubmitting the order is substantially the same. There are electronic differences in how it's actually done physically. But in terms of the result to the end user, they submit an order. If it has an error on it, they get an error returned to them. If they correct the order and resubmit it and it's finally correct, then they get eventually electronically a firm order confirmation. And then if everything goes well, they will get a completion notice when the order is actually finished.

So other than the fact that the electronic mechanism for LENS handling that is different than EDI handling it, what happens to the order is exactly the same. It goes to LEO and gets checked, goes to LESOG and gets checked, errors are returned, and if it's correct, then it flows straight on through to SOCS.

Q You stated earlier today I think that you

are not aware of anyone telling Supra or -- I didn't ask you about other ALECs -- that they needed to use manual orders as opposed to EDI. You said that earlier today, that you're not aware of anybody saying that.

A Right.

Q And I guess I was trying to figure out if you had actually gone to the trenches and talked to the people that do this stuff every day and asked them, "Do you ever say that, and would you possibly have ever said that?"

A I did not ask them that, but I'm out there in the center in Atlanta about twice a week.

Q Let me just ask you, on this firm order confirmation, what is your understanding of the time frame that Supra -- or if you are aware of Supra's situation or any ALEC, what is BellSouth's obligation to get a firm order confirmation back to the ALEC? And let me just first say, what is a firm order confirmation? I'm sorry. I didn't mean to do that that way.

A A firm order confirmation is a transaction that is created by BellSouth just for the CLECs, the ALECs. There is not a similar transaction for a BellSouth order that says we have received your order,

it has passed all of the edits, and it's a valid order, and we are confirming that. And it has certain information on it relating to the order.

Q Okay. What is the significance to BellSouth of giving that firm order confirmation? Does that start a time clock for BellSouth?

A In terms of the performance measurements that we do, it actually stops one clock and starts another one.

Q Okay. Which clock does it stop?

A It stops the clock where we are measuring submitting and editing an order. And there are a series of performance measurements around the process of ordering that we have been talking about. And it starts the clock on the process we call provisioning an order, which is actually putting the service in.

Q Would this be correctly referred to as preordering?

A No.

Q What do you all call that?

A We actually call it -- there's three processes. Preordering is getting the information you need to submit an order. Ordering is the process of creating and submitting a correct order. And then provisioning is the process of I have a correct order,

get the service to the end user.

Q You had told me that you had performance measurements for submitting and editing an order. Is there some way you refer to that? Is that considered preordering and ordering, or is that --

A There are separate measurements for preordering and ordering.

Q So there isn't one word for the submitting and editing?

A Well, submitting and editing is all in ordering.

Q It's subsumed under the ordering?

A Right.

Q All right. I had a train of thought that I was trying to follow here. What you were telling me is that this is subsumed under the ordering process. And then the firm order confirmation, I was asking you what are the time clocks. I guess that's what I was trying to get. There is a time clock for getting a firm order confirmation for the ALEC?

A Well, there are measurements. To the best of my knowledge, we do not have a commitment in Supra's contract about a specific time to return a firm order confirmation.

Q Is that something you have in other

contracts with ALECs?

A It exists at least in one or two contracts, but not in the vast majority of them.

Q All right. Now, is there a commitment to your knowledge in the contract with Supra for provisioning service?

A For the length of time of provisioning service? To the best of my knowledge, in the Supra contract there is not a commitment to the length of time to provisioning service.

Q Okay. What is BellSouth's internal commitment, or do you have an internal time clock that is considered the outside wall for getting a firm order confirmation?

A BellSouth doesn't create a firm order confirmation for any of its internal retail units, so there in essence is nothing comparable.

Q Is there an internal commitment for firm order confirmations for ALECs or CLECs in terms of -- I mean, I assume that the company operates with an idea of how long it's supposed to take to get a firm order confirmation, and that's what I'm trying to ask you.

A Let me back up and say that there are not internal commitments. There are internal objectives.

And it depends on how the order was submitted. And because we've just been through this round with the errors, a correctly submitted order -- an electronic order correctly submitted with no errors on it should see a firm order confirmation in less than four hours.

Q In less than four hours?

A Yes. And in most cases, much, much, much less than four hours.

Q And that's if there are no errors?

A No errors.

Q Internally, that's your --

A No, that's --

Q I mean for ALECs and CLECs, but it's your internal obligation.

A Yes. That's how the systems are designed to work for me. That's how their capacity and their constraints are set up. Under normal conditions, no errors on an order, we ought to get a firm order confirmation back in less than four hours.

Manual orders, the objective that we're working under is to have -- you know, a paper order sent to us by U.S. Mail, it's to have a firm order commitment returned in 48 hours.

Q A manual order by U.S. Mail?

A We have customers that actually mail us

orders.

Q You get a firm order confirmation in 24 hours?

A Forty-eight.

Q I'm sorry, 48 hours. Now, how about faxed orders?

A Faxed orders is the same, 48 hours.

And again, to the best of my knowledge, those commitments are not in Supra's contracts, but I do know that commitments, not necessarily those, exist in at least one or two contracts, possibly not even in Florida. We have 300 contracts negotiated at different times.

Q You have 300 different versions of contracts?

A Yes.

Q And as far as you are aware, there is nothing in Supra's contract that requires any particular time for provisioning?

A As far as I'm aware, there's not. I'm not an expert on the contract, but that's -- I think Pat Finlen is supposed to be here this afternoon. He was one of the negotiators. I've reviewed the Supra contract, but not exhaustively.

Q But from your understanding in terms of an

internal objective for provisioning, is that measured at the point at which the firm order confirmation is issued?

A Yes.

Q And what is that time frame?

A I'm sorry. Internal objective, that varies widely by the type of service order.

Q Okay. Like a residential?

A Well, let me give you the two extremes, and them we'll talk about in between them. The very simplest service that we provide for an ALEC is one you mentioned much earlier today, a switch-as-is. For a correct order for a switch-as-is submitted before 3:00 today, our commitment to work that is today, before midnight tonight. Submitted after 3:00, our commitment to work that is tomorrow.

A new residential service, the scenario we described where a new resident subscriber moves into town, there's a process used by the ALECs and by BellSouth to establish a due date that depends on the workload for the technicians in that work center that are actually going to have to go and do the physical dispatch work, so there's not an actual time commitment. It is a negotiated due date that's established with the customer during the negotiation

process.

Those intervals will range typically from as short as two days to as long as 10 or 15 days. And a lot of that is driven, as you can imagine, by the customer's -- you saying to the customer, "I'm going to have to dispatch somebody. When would you like your appointment?" They say, "Well, no, I can't take it on Thursday. I need you on Saturday morning." So then you've extended the interval from three days to five days. So those vary all over the map.

Large business customer, which was the third scenario, it's purely negotiated. For a 50-line ESSX, that's probably a minimum of a 30-day interval. But those are all negotiated with the customer, negotiated directly as part of how complex is the work you want me to do.

Q If you have a customer that an ALEC is dealing with and they submit an order electronically to BellSouth, at which point is there negotiation between Supra and BellSouth regarding the due date? How can the ALEC or Supra give the end user customer a due date? How does that happen?

A There's a process in LENS to supply a list of the closed due dates.

Q Meaning dates that are already booked up?

A Dates that are already booked up, where no dispatch is available. And if you are using the firm order mode in LENS, there is actually a due date calculator that will suggest the first available due date.

Those mechanisms accessing a system, there's another acronym called DSAP, D-S-A-P. I can't even remember what -- I don't remember that acronym. But it is the electronic system I mentioned earlier on the dispatch that the technicians -- the request for a technician to be dispatched is in a system called LMOS. DSAP is another system that checks with LMOS when a request comes in and says which days are already booked up for this particular work center and lets the BellSouth service rep know that in the case of RNS or DOE, and lets the ALEC service rep know that in the case of LENS.

So that negotiation is done up front while negotiating with the customer, looking at the same set of data inside BellSouth to determine due date availability.

Q So am I correct that the due date issue for an ALEC or CLEC is tied to the use of LENS? It must be done through LENS?

A Yes. LENS is our only preordering system,

our system for obtaining preordering data, and the due date is part of -- calculating the due date is part of the preordering data.

MS. SUMMERLIN: Can I just go off for one second?

(Short recess.)

BY MS. SUMMERLIN:

Q Let me go back on and just get the last few questions.

When an order is faxed --

A Faxed from the ALEC?

Q From the ALEC to BellSouth.

A To BellSouth. Okay.

Q That paper order is received by --

A In the LCSC. And just to correct that, it's not received as a piece of paper. It goes into a machine called a fax server where an electronic copy of it is captured, but it never actually prints as a piece of paper.

Q And it's electronically conveyed to a customer service rep's terminal?

A To a customer service rep. They have a system for sequentially taking the orders that have come in, and the next available customer service rep presses a key on his or her terminal that says get the

next order, and they see an image that looks like the paper image, but they see that order on the screen in front of them, and then they actually process that order. In this case, the CLEC has sent the order manually, and they create an electronic copy of the order.

Q Does it take additional time to process that type of order as opposed to electronically directly?

A Yes.

Q Is there any estimate on your part or BellSouth's part as to how much more time it takes?

A Well, it depends obviously on the number of items on the order. A local service request can have one line on it, like the residence order we described earlier, or it could have 30 lines on it. There's really not a standard work interval for an LSR, and that's the unit, because they're so variable. There are some -- no, there's just not a -- I can't say that we normally do it in ten minutes or three hours. It varies widely.

Q If an ALEC has to fax an order, or manually prepare an order, is what I should say, is it your view as an expert in this area that that's going to take a great deal more time on the part of the ALEC

than to electronically submit an order?

A In terms of their preparation?

Q Yes, based on your expertise, having done it on the other side.

A There are two ways of doing it, and we have ALECs doing it both ways. If they sit down and manually filling out a paper form and fax it to us, that does take more time than electronically, although the number of data entries is exactly the same. But they do have to sit down and write it down.

We have ALECs who are faxing them to us using what amounts to an E-mail version of the form. It's not exactly, but it's close. And it takes them far less time. But they still fax us --

Q Off a computer base.

A Off a computer. They send a fax from the computer instead of electronic ordering. So there's a wide variation.

Q Okay. Hold on a second here. I've just got a couple of questions here.

On your rebuttal, which is all you have filed, rebuttal, page 4, lines 11 through 20, you basically say -- there's a question and an answer there, but the specific sentence that I'm referring to is lines 16 through 18. And you've said here that

BellSouth has provided their required preordering access via LENS and EC-Lite, both of which access RSAG for address validations, so direct access to RSAG is not needed. So based on that statement, you would admit that an ALEC is not provided direct access to RSAG?

A That's correct. An ALEC is provided, as our retail units are, with what's called mediated access to RSAG, in the ALEC's case mediated by a system called LENS and one called EC-Lite, and in the business unit's case mediated by RNS or DOE. There's something in between RSAG and the customer service rep.

Q Okay. What exactly is EC-Lite?

A EC-Lite is a preordering system developed under a Georgia Commission order for the -- originally for the sole use of AT&T, which since then has been released for industry use, although AT&T is still the only carrier using it. It is a preordering system intended, like the mainframe EDI, for a very large carrier that has their own information technology organization and some very heavy demands in terms of processing preordering data in this case, or ordering data in the case of EDI.

Q Would that system be -- what is that

comparable to? Would it be comparable to RNS?

A No. It's comparable to LENS. It's the same information, just a different electronic system for getting to the preordering data that LENS has access to.

Q Is it true that the LENS system will only accept six phone numbers or less on an individual order?

A That's true.

Q Is that a comparable limitation for BellSouth's system?

A No, it's not, nor is it a limitation for the EDI ordering system, either one.

Q The EDI is not limited?

A Right.

Q But BellSouth's system that's comparable to LENS is not limited either; is that correct?

A That's correct.

Q On page 5, lines 2 through 8, you talk about the -- is it "silly"? How do you say that?

A That's how you pronounce it.

Q Okay. It's just sheer coincidence that I came up with that. It's C-L-L-I.

Okay. You have said that this is not the same as the central office.

A Right.

Q What is the purpose of the CLLI?

A CLLI, and the abbreviation stands for Common Language Location Identification, identifies a physical building location in BellSouth.

Q A building as opposed to a central office?

A As opposed to a central office. We call them CLLI codes. There are CLLI codes for office buildings, switching buildings, remote terminals that are sitting out in the middle of a subdivision.

Q So it's a whole bunch of those as opposed to the fewer central offices?

A There are several thousand of those.

Q As opposed to what? Hundreds of central offices?

A 1,651 central offices, actually.

Q Boy, you're good.

A That used to be my job.

Q Several thousand CLLIs. Okay.

A And that's just -- you know, possibly in the testimony it's just a misunderstanding. It's a question of is there a limit of 100 telephone numbers, and the response was intended to say, you know, forget lines 3 and 4, but in a given switching office, there was a 100 number reservation limitation that existed

during 1997 per an order from actually two Commissions, Alabama and Georgia. At the end of 1997, in a series of hearings in both of those states, we all came to the conclusion that that limit was no longer needed and removed it.

Q Why was that limit on there to start with?

A In 1996 and '97, there were manual assignment processes before -- before LENS existed to obtain access to individual numbers and reserve them, there were manual processes where a CLEC would call BellSouth and reserve a block of numbers. And that limit was put on there so that no one ALEC could --

Q Could hog them all?

A Could hog them all. It was removed the first part of this year.

Q Why was it found inappropriate?

A Because the mechanized systems existed. It could have been removed earlier in 1997, but just the sequence of things -- we didn't get back around to a hearing in either of the states where it had been ordered and didn't get agreement from the Commission Staff to remove it until right at the end of the year.

Q Was there actually an order issued by one of those Commissions to remove that?

A Actually, the written order still hasn't

been issued, but the staff report was adopted to tell us to do it.

And let me finish clearing that up, because I may not have -- it was originally ordered in an arbitration case. And so to --

Q Pretty recently, wasn't it?

A No. This was early in 1996.

Q Well, that's fairly recent to me.

A That's a long time ago in this business. It was originally ordered in an arbitration case, and to remove it, we then had to -- even after we all agreed to, we had to get some kind of Commission understanding that that part of the arbitration order could be changed.

Q Who was involved in that arbitration?

A AT&T arbitration, Georgia order. And there was a series of Georgia OSS hearings at the end of the year in which it was eventually determined that it was not appropriate and we could just take it out.

Q Okay. BellSouth processes Centrex orders manually?

A Yes. We actually call them -- our brand name is not Centrex. Our brand name is MultiServe. That's the same product, just different names.

Q Okay. Page 9, lines 2 through 4, you state

here that another of the problems that Supra has had involving LENS was not being able to handle the supplemental orders electronically.

A Right.

Q And what you're saying here in the next sentence is that that problem has been fixed as of March 16, '98?

A Right.

Q So you're basically acknowledging that Supra had a valid complaint about that prior to that time?

A Yes, because they were using LENS. If they had been using PC-EDI, that capability has existed for over a year. But that capability did not exist in LENS. They're not represented -- in any of my testimony or in our documentation, they're not represented as doing all of the same things.

Q Have you got any personal knowledge at all about the problems that Supra has had with EDI in trying to use that system to deal with BellSouth?

A No, I don't.

Q Who will have that information, to your knowledge, on your side?

A To the best of my knowledge, the account team members that have been working with them, which

would be --

Q Wayne Carnes, maybe?

A Wayne or the people that work for Marc Cathey would know what specifically has gone on.

MS. SUMMERLIN: Okay. If you all will just give me one second to get this straight, I'll be right back on, and then that will be our last question. I'm going to walk outside, and I'll come right back.

(Short recess.)

MS. SUMMERLIN: I've got one question left, and then I'll be through.

This is information that you guys I believe are possibly asking for confidential treatment on. It says down here proprietary. Are you asking for confidential treatment on this?

MS. WHITE: What is it a page from?

MS. SUMMERLIN: It's a page from this manual.

MR. RAMOS: No, no, no. It's from here.

MS. SUMMERLIN: Oh, it's from this. I'm sorry. I thought it was from here. Is this confidential stuff or is it not? The reason I thought that is that at the bottom here it says proprietary.

MS. WHITE: No, this isn't proprietary.

BY MS. SUMMERLIN:

Q All right. Earlier when we were talking about RSAG, I was trying to zero in on this problem that Supra has experienced a lot of orders with errors because the address that they submit to BellSouth was not correct, and I was asking you if in the RNS process, the very early beginning process when you have the BellSouth customer service rep dealing with a request for service, if there was a procedure by which that person in that 25- to 35-minute interval at the very beginning can access RSAG to confirm that the address that they're dealing with in that order is correct.

A Right.

Q And my understanding is that you had said that where the address gets checked is in SOCS, not in the RNS part of this process.

A I need to clear that up if I implied that. They have an input screen in RNS that looks for all practical purposes identical to the address validation screen in LENS. They type an address in there, send it to RSAG the same way LENS does, and go back and forth in that process until they get a valid address response from RSAG. But -- and the "but" was where I

led you off the track there. If they overtype that information, the next time it gets checked is when it gets to SOCS.

So the original validation -- just like LENS in the preorder or firm order mode, the original obtaining of a valid address is done between RNS and RSAG or between LENS and RSAG.

Q Okay. Let me ask you this. In LENS, when you have an ALEC person sitting there trying to deal with a customer and trying to figure out whether the address is valid, it's your testimony right now that the LENS system provides the exact same type of address checking and access to RSAG that the RNS process provides?

A Exact same I can't say, because the presentation of the information is different. But the content of the information sent to RSAG and brought back from RSAG is the same. The screens aren't exactly the same.

Q Would an ALEC individual using the LENS system be able to know that they have submitted this address to RSAG and RSAG has said that it's a valid address?

A Yes. When they get the message back that says this is a valid address --

Q That's from RSAG?

A That's from RSAG. Or that this is an invalid address. Those messages that appear in red in the bottom third of the screen come back from RSAG.

Q And it's exactly the same process?

A Yes.

Q And exactly the same database?

A And same time.

MS. SUMMERLIN: Okay. I think that's all I've got. I appreciate it.

MS. WHITE: Does staff have any?

MR. BOWMAN: I may have one, but go ahead.

CROSS EXAMINATION

BY MS. WHITE:

Q How many employees are located in the interconnection department?

A In the interconnection department as a whole -- let me start from the top down and make sure I get it right. If you add up everybody that reports to Bill McNair and Scott Shaeffer, the two officers, there are a total of about 8,000 employees. A number of those are providing services that do not relate to the CLECs, for instance, the interexchange carrier groups. What I mentioned earlier, the 1,500, that's those that are working on CLEC related items out of

that group.

Q All right. Does RNS always recognize an error in an order?

A No.

Q What happens if RNS does not recognize an error in the order? What happens to the order?

A That order flows through the system to SOCS, as I described earlier, and then if that error is detected there, it falls out for manual handling by a group in the residence service center.

Q And those would be customer service representatives?

A Those are customer service reps.

Q You were talking about service representative training for EDI in response to some questions from Ms. Summerlin, and I just want to make sure that the record is clarified. When you were talking about that service representative training for EDI, was that for ALEC service representatives or for BellSouth service representatives?

A The training I was talking about earlier was for BellSouth representatives dealing with an order that the ALEC has submitted using EDI. There is separate training for ALEC service representatives who are going to use EDI to create an order.

Q You said LEO and LESOG dealt with the 300 most common errors in orders. If an error in an ALEC's order is one of the 300 most common, does it require human intervention?

A It does not. It's returned electronically.

MS. WHITE: That's all I have.

CROSS EXAMINATION

BY MR. BOWMAN:

Q I have a question, and this might be fairly easy. Basically the way firm order confirmations are handled between electronic and manual, you stated that with respect to manual orders, you get them either faxed or via the mail, or in some cases, something akin to an E-mail. And yet on all three of these categories, your goal is 48 hours?

A Yes. In all three of those cases, BellSouth is accepting what looks like a paper copy of the order, and our goal is to have all of those done in 48 hours.

Q Even though at least two of those are captured electronically, the E-mail and the fax?

A Yes. And I need to correct that. Even when it's captured electronically, it's just an image of the piece of paper. None of the processing is done electronically. The service rep has to sit down just

like he or she would if they had a paper copy in hand and type an order. None of the information transfer is done electronically. That's just -- it was a way to get us out of having 150 fax machines.

MR. BOWMAN: That's all staff has.

MS. SUMMERLIN: Okay. Thank you very much.

(Deposition concluded at 11:40 a.m.)

CERTIFICATE OF ADMINISTERING OATH

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on the date and place indicated on the title page of the foregoing transcript, an oath was duly administered by me to the designated witness before testimony was taken.

WITNESS my hand and official seal this 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301

MARY ALLEN NEEL
MY COMMISSION # CC409791 EXPIRES
October 10, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that the foregoing proceedings were taken before me at the time and place therein designated; that my shorthand notes were thereafter transcribed under my supervision; and that the foregoing pages numbered 1 through 99 are a true and correct transcription of my stenographic notes.

I FURTHER CERTIFY that I am not a relative, employee, attorney or counsel of any of the parties, or relative or employee of such attorney or counsel, or financially interested in the action.

DATED THIS 23rd day of April, 1998.

MARY ALLEN NEEL, RPR
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Tallahassee, Florida 32301
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