

**ORIGINAL**

**DOCKET NO. 951232-TI [Telecommunications Services, Inc.]**

**WITNESS: Direct Testimony of Rudolph McGlashan, Appearing on Behalf of Respondent,  
Telecommunications Services, Inc., as an adverse witness.**

**DATE FILED: June 15, 1998**

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**FPSC-RECORDS/REPORTING**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket 951232-T1  
Filed: October 17, 1995

In Re: Dade County Circuit Court  
referral of certain issues in  
Case No. 92-11654 CA 11 (Transcall  
America, Inc. vs. Telecommunications  
Services, Inc. and Telecommunications  
Services, Inc. vs. Transcall America, Inc.  
and Advanced Telecommunications Corp.) that  
are within the Commission's jurisdiction.

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888 Southeast 3rd Avenue  
Fort Lauderdale, Florida  
May 19, 1998  
10:30 a.m.

DEPOSITION OF RUDY MCGLASHAN

Taken before Leslie Hanawalt, Court Reporter  
and Notary Public for the State of Florida at Large,  
pursuant to Notice of Taking Deposition filed in the  
above cause.

# APPEARANCES

MESSER, CAPARELLO & SELF  
 BY: ALBERT T. GIMBEL, ESQUIRE  
 Appearing on behalf of the Plaintiff.

ADORNO & ZEDER, P.A.  
 BY: WESLEY PARSONS, ESQUIRE  
 Appearing on behalf of the Defendant.

PUBLIC SERVICE COMMISSION  
 BY: HANS OTTINOT, ESQUIRE (by phone)

## ALSO PRESENT:

J. ELLIOTT MESSER, ESQUIRE  
 KATHY L. WELCH, CPA

# I N D E X

Witness	Dir.	Cr.	Cr.	Red.
RUDY MCGLASHAN	3	84	88	93

# E X H I B I T S

Defendant's	For Ident.
1	14
2	52
3	52
4	59
5	64
6	77
7	77

1 THEREUPON,

2 RUDY MCGLASHAN

3 was called as a witness by the Defendant and, having  
4 been first duly sworn, testified as follows:

5 DIRECT EXAMINATION

6 BY MR. PARSONS:

7 Q Could you state and spell your name, sir.

8 A My name is Rudolph, R-u-d-o-l-p-h, McGlashan,  
9 M-c-G-l-a-s-h-a-n.

10 Q Where do you work, Mr. McGlashan?

11 A TresCom.

12 Q What is your position there?

13 A Chief operating officer.

14 Q What is the address of TresCom where you work?

15 A 200 Broward Boulevard -- East Broward. 200  
16 East Broward Boulevard.

17 Q What is the suite number, Mr. McGlashan?

18 A It's the 21st floor.

19 Q What is the business of TresCom?

20 A Long distance services.

21 Q What is your home address, sir?

22 A 15830 Northwest 83rd Place.

23 Q Is that Fort Lauderdale?

24 A Miami Lakes, 33016.

25 Q Did you attend high school, sir?

1 A Yes, I did.

2 Q Where was that?

3 A In Jamaica.

4 Q Did you graduate?

5 A Yes, I did.

6 Q When did you graduate from high school?

7 A I think it was '69. I'm not sure of the year,  
8 '69, I think.

9 Q What did you do after you graduated from high  
10 school?

11 A I went to the -- well, I did several things.  
12 Specifically, what are you talking about?

13 Q In a business sense or educational sense?

14 A All right. Which do you want first?

15 Q Business.

16 A In a business sense, I was to be articled as a  
17 surveyor that was my chosen profession. So I was  
18 articled, but did not start my term of internship there  
19 because the weekend before I started the surveyor fell  
20 in the river with the Land Rover and drowned. And I  
21 decided I wasn't going to do surveying. I showed up at  
22 his office Monday morning and he wasn't there.

23 Then I worked with the Jamaica Railway  
24 Corporation and then finally found out that a  
25 government job was not very appealing, challenging, or

1 giving too much opportunity. So after a brief stint --  
2 I don't remember what time or what year -- I left there  
3 and I went the Jamaica Telephone Company, where I was  
4 accepted.

5 Q When did you commence employment with the  
6 Jamaica Telephone Company?

7 A Couldn't give you an exact time frame, but it  
8 was somewhere in the 60s, 70s time frame.

9 MR. OTTINOT: Wes, I lost you again for a  
10 second.

11 MR. PARSONS: We'll try to speak up.

12 MR. OTTINOT: It's not a speaking issue.  
13 It's the fact I lost all sound.

14 MR. PARSONS: No one is saying anything. I  
15 think that's the reason you're not hearing  
16 anything. There are gaps -- there are silences in  
17 the room.

18 THE WITNESS: The phone is such if there's no  
19 voice, it goes silent.

20 MR. OTTINOT: Okay.

21 BY MR. PARSONS:

22 Q Mr. McGlashan, at some point, did you  
23 immigrate to the United States?

24 A Yes, I did.

25 Q When was that?

1           A     1980.

2           Q     At any point in your life, did you acquire any  
3 education beyond your high school degree?

4           A     Yes.

5           Q     And what additional education did you acquire?

6           A     I didn't go to a high school, I went to a  
7 technical high school. There's a difference.

8           Q     With that correction, what additional  
9 education did you acquire?

10          A     I had a scholarship from the Jamaica Telephone  
11 Company to attend the College of Arts, Science and  
12 Technology majoring in telecommunications.

13          Q     How long did you attend that college?

14          A     I think it was four years or three years.

15          Q     Did you receive a degree?

16          A     In Jamaica, you don't get a degree from  
17 college.

18          Q     Do you get some certification?

19          A     Yes, I did. From the City and Guilds of  
20 London Institute.

21          Q     Is there a name for that certification?

22          A     It's a telephone communications course offered  
23 by the College of Arts, Sciences and Technology. I  
24 majored in telecommunications.

25          Q     Did you acquire any education after you

1 received the telecommunications course?

2 A Yes, there were various technical courses that  
3 I went on. But it's such a long period, I couldn't  
4 begin to delineate what those were.

5 Q Have you received any educational degrees in  
6 the United States?

7 A No.

8 Q What did you do in 1980 after you immigrated  
9 to the United States?

10 A Too far back. Specifically, you mean a  
11 professional basis?

12 Q Yes, sir.

13 A Let me see. I worked with -- when I just came  
14 here, I think I worked with a rental car place. I  
15 remember that.

16 And then I applied for a job with an  
17 electronics firm. Didn't stay there long.

18 And then I think it was in '81, that I started  
19 with Network One.

20 Q What did you do with Network One?

21 A I did the -- it was a long distance company,  
22 so I did the technical aspect of the company.

23 Q Who did you work for after Network One?

24 A Long Distance America.

25 Q When did you go to work for Long Distance

1 America?

2 A Sometime in the 80s.

3 Q Who did you work for after Long Distance  
4 America?

5 A The name of the company was Telus.

6 Q When did you start with Telus?

7 A In the late 80s. It was in the 80s.

8 Q What was your position with Telus when you  
9 started?

10 A Vice president of engineering.

11 Q At some point, was Telus acquired by another  
12 company?

13 A Yes.

14 Q What company was that?

15 A ATC.

16 Q When was that acquisition?

17 A I don't remember the specific date.

18 Q Did you remain with ATC after the  
19 acquisition?

20 A Yes.

21 Q What was your position with ATC?

22 A Senior vice president of engineering and  
23 operations.

24 Q Was ATC itself acquired?

25 A Yes.

1 Q Who acquired ATC?

2 A LDDS.

3 Q Did you remain with LDDS after the  
4 acquisition?

5 A I think about a year after.

6 Q What was your position with LDDS?

7 A Vice president of engineering.

8 Q After you left LDDS, where did you go?

9 A TresCom.

10 Q Have you been at TresCom since then?

11 A Yes.

12 MR. OTTINOT: Wes, we are losing you for  
13 several seconds and coming back. And we didn't get  
14 the response after when you asked the question  
15 after ATC was acquired. I didn't hear anything of  
16 that response.

17 MR. PARSONS: Okay. I had asked --

18 MR. OTTINOT: I think it's probably a  
19 telephone problem.

20 MR. PARSONS: I had asked Mr. McGlashan how  
21 long he had worked for LDDS, and he said about one  
22 year as vice president of engineering. And he said  
23 he had worked for TresCom after he had left LDDS  
24 and is still working at TresCom.

25 MR. OTTINOT: Okay.

1 BY MR. PARSONS:

2 Q Mr. McGlashan, are you familiar with a  
3 gentleman named Joel Esquenazi?

4 A Yes.

5 Q How did you become familiar with Mr.  
6 Esquenazi?

7 A He was introduced, I think, to Telus by Dennis  
8 Sickie.

9 Q Did anything come of that introduction?

10 A I think it did, yes.

11 Q What was that?

12 A I think we had services with him.

13 Q What do you mean by services?

14 A We became -- I guess in the classic  
15 traditional customer/vendor -- we became his vendor.  
16 He became a customer.

17 MR. OTTINOT: Hello?

18 MR. PARSONS: Did you not hear Mr. McGlashan's  
19 answer?

20 MR. OTTINOT: No. There was a long pause in  
21 between.

22 MR. PARSONS: Let me try orienting the phone.

23 MR. OTTINOT: I think we have a connection  
24 problem.

25 MR. PARSONS: You want to call us back?

1 MR. OTTINOT: Okay.

2 BY MR. PARSONS:

3 Q Mr. McGlashan, was Dennis Sickie with Telus at  
4 the time of introduction to Joel Esquenazi?

5 A Could you repeat that?

6 Q Yes, sir. You mentioned there was an  
7 introduction of Mr. Joel Esquenazi to you by Mr.  
8 Sickie. Was Mr. Sickie with Telus at that time?

9 A Yes, he was.

10 Q How did the introduction come about?

11 A Very ordinary.

12 Q How was Mr. Esquenazi introduced to you by Mr.  
13 Sickie?

14 A That he has customers he would like to put on  
15 line, and is that something that we would like to do.

16 Q Were you in charge of customer service at  
17 Telus at that time?

18 A No.

19 Q What was your position there?

20 A I think I stated that before.

21 Q Vice president of engineering?

22 A Yes.

23 Q Why was Mr. Esquenazi brought to you as a  
24 potential new customer?

25 A I think because probably he didn't have a

1 switch.

2 Q Were you in charge of implementing switches  
3 for new customers?

4 A No. I was in charge of engineering.

5 Q Did that encompass implementing a switch for a  
6 switchless customer?

7 A No.

8 Q Why then was Mr. Esquenazi brought to you?

9 A You'd have to ask Dennis Sickie that.

10 Q What, if anything, did you do for Mr.  
11 Esquenazi in a business sense after the introduction?

12 A I guess we put his customers on line.

13 Q How was it you found out who his customers  
14 were?

15 A I guess through the normal process.

16 You're asking me questions which are out of my  
17 domain, so if I'm not making headway or frustrating  
18 you, it's because you are asking me questions which I  
19 have nothing to do with.

20 Q If you know the answer to the question, please  
21 answer it. If you don't know the answer, you can tell  
22 me that. I don't want you to speculate about what the  
23 answer might be.

24 A I don't understand what you meant by that.

25 Q Okay. Were you involved in the formation of

1 any written agreement between Telus and Mr. Esquenazi  
2 or his company?

3 A I participated.

4 Q And do you recall what the name of Mr.  
5 Esquenazi's company was?

6 A No.

7 Q Does the name Telecommunications Services Inc.  
8 ring a bell with you?

9 A Yes, that could be it.

10 Q When you say you participated in the written  
11 agreement between Telecommunications Services, Inc.  
12 and Telus, what do you mean by that?

13 A Means he had customers that he had to bring on  
14 line. We were responsible for the future groups, which  
15 is part of engineering, and his customers had to come  
16 in future groups.

17 Q Did you have any participation in the actual  
18 drafting of the written agreement between  
19 Telecommunications Services, Inc., which I'll call TSI,  
20 and Telus?

21 A I don't remember exactly.

22 Q Do you remember if Telus had a form agreement  
23 -- form written agreement -- that they used for new  
24 customers?

25 A Yes.

1 Q Did you use that form agreement as the basis  
2 of a written agreement between TSI and Telus?

3 A I don't remember if it was me specifically.  
4 But he was given that agreement or a contract if that's  
5 what -- I'm speculating -- if that's what you're  
6 talking about.

7 MR. PARSONS: Can you mark this number one.  
8 (Thereupon, Defendant's Exhibit Number 1  
9 was marked for identification.)

10 MR. GIMBEL: Is this the one we have used in  
11 the past?

12 MR. PARSONS: I believe it is.

13 MR. GIMBEL: With the corrected page or is  
14 this not the corrected page?

15 MR. PARSONS: I believe the corrected page is  
16 in there in the right place.

17 MR. GIMBEL: Okay.

18 BY MR. PARSONS:

19 Q Mr. McGlashan, I'm going to hand you what has  
20 been marked as Exhibit Number 1 in your deposition.  
21 Please take a second to look at it.

22 The first question is, do you recognize it?

23 A Can I take more than a second?

24 Q Sure.

25 A Is there a specific section you want me to

1 focus on?

2 Q Let me ask you to look at the signature page a  
3 few pages further back on the document.

4 MR. GIMBEL: Are you going to ask a lot of  
5 questions or a series, because if you are, I guess  
6 I'd like to have a copy in front of me.

7 MR. PARSONS: Probably.

8 MR. GIMBEL: If it's just a few and move on,  
9 then I won't.

10 MR. PARSONS: I'll probably have a series of  
11 questions. You don't have a copy of this?

12 MR. GIMBEL: No. I'd like to have the same  
13 one that --

14 MR. MESSER: I think we should duplicate the  
15 document that the witness is reviewing so that the  
16 counsel for the PSC present and ourselves have the  
17 same document. It won't take but a moment.

18 BY MR. PARSONS:

19 Q Mr. McGlashan, have you come to the signature  
20 page?

21 A There are two of them.

22 Q If you could look at the signature page  
23 bearing what appears to be your signature, can you  
24 identify that as your signature?

25 A Yes, it is.

1 Q Do you recall signing the agreement, sir?

2 A Yes, if it's here. Yes.

3 MR. GIMBEL: Excuse me just one second. I  
4 apologize. I just want to make sure I got exactly  
5 what he's looking at.

6 BY MR. PARSONS:

7 Q Mr. McGlashan, turn again to the signature  
8 page, your title is listed under name as vice  
9 president, was that accurate at the time?

10 A Yes.

11 Q Were you authorized by Telus Communications,  
12 Inc. to sign the written agreement that is Exhibit 1  
13 with TSI?

14 A Yes.

15 Q Did you have any role in the negotiation of  
16 Exhibit 1 with TSI?

17 A Describe that.

18 Q Well, was there any sort of negotiation over  
19 terms, rates, clauses with TSI?

20 A Some parts of it. Not all parts of it.

21 Q What parts were negotiated?

22 A I think the dialers. I remember that.

23 Q What do you mean by the dialers?

24 A You've read the contract.

25 Q Yes, sir.

1 A It's dialers that's mentioned in the contract.

2 Q Okay. Did you have --

3 MR. OTTINOT: Wes, I don't want to continue to  
4 interrupt, but we did not hear the part about his  
5 role in the negotiations of the contract.

6 MR. PARSONS: I think he --

7 MR. OTTINOT: Between TSI and his company.

8 BY MR. PARSONS:

9 Q What did you say, sir?

10 A What did you ask me?

11 Q What role did you have in negotiation of the  
12 contract?

13 A I said I remember the dialers.

14 Q Okay. After the signature page, there's a  
15 page marked addendum to the contract; is that your  
16 signature on the addendum, sir?

17 A Yes.

18 Q This is the page referencing the dialers that  
19 you spoke of?

20 A Yes.

21 Q Did you have any other role in the negotiation  
22 of the terms of this contract other than the page  
23 referring to the dialers?

24 A Might be general discussion, but I can't  
25 remember specifically.

1 Q Do you recall if anyone at Telus, other than  
2 you, had a role in negotiation of Exhibit 1?

3 A Not offhand, no.

4 Q Who was the head of Telus at the time this  
5 contract was entered into?

6 A Norman Klugman.

7 Q Did Norman Klugman have any role of the  
8 negotiation in Exhibit 1?

9 A I don't know what you mean by role. We all  
10 have roles we play on a daily basis. You had  
11 collections. You had customer service. You have  
12 different departments that did different functions for  
13 the company.

14 Q Was one of Mr. Klugman's functions the  
15 negotiation of contracts with new customers?

16 A Not specifically.

17 Q Did someone at Telus have that role?

18 A I don't think it was a specific role, if  
19 you're looking for a specific person.

20 Q Generally, who negotiated contracts with new  
21 customers?

22 A The sales person.

23 Q Who was the sales person for TSI?

24 A I don't know who was the sales person for TSI.

25 Q Would it be indicated somewhere in Exhibit 1?

1 A Probably if you look.

2 Q Could you look quickly for me, sir, and see if  
3 it's indicated?

4 A The only thing I see here is assistant vice  
5 president of administration. That's the only one I  
6 saw.

7 Q Was the addendum about the dialers part of the  
8 written agreement Exhibit 1 when you originally signed  
9 Exhibit 1, sir, or was it added later?

10 A I don't recall that. Sorry.

11 Q Following the addendum, there is a sheet with  
12 some rates on it. Was that sheet part of the contract  
13 when it was originally signed?

14 A I don't remember that either.

15 Q Do you know what the sheet is that I'm  
16 referring to, it has "Canada" at the top?

17 A No.

18 Q Following that sheet are four more sheets of  
19 rates. Do you recall if these sheets were part of the  
20 contract when it was signed?

21 A No, I don't recall.

22 Q Can you tell today if they are supposed to be  
23 part of the contract?

24 A No, I can't.

25 Q And the last page is a letter from Stacy

1 Acampora to Joel Esquenazi dated August 22, 1989. Was  
2 this letter part of the contract when it was signed?

3 A I don't remember.

4 Q Can you look at it today and tell if it is  
5 supposed to be part of the contract?

6 A I did and I don't remember.

7 Q You can't tell or you can tell?

8 A No, I can't tell.

9 Q Mr. McGlashan, I'm going to turn to the second  
10 page of the agreement -- although there are no page  
11 numbers -- at the bottom it says, "Terms and Agreement"  
12 and the agreement reads, quote:

13 "The minimum term of this agreement will be  
14 one year, which will commence at the signing of this  
15 contract."

16 Was that your understanding of the term of the  
17 agreement at the time you signed it?

18 A I don't know the specific -- outside what is  
19 written here, I can't speculate beyond that. So if it  
20 says a minimum of one year, then that's what it was  
21 intended to be.

22 Q Was service actually provided under this  
23 agreement for more than one year?

24 A I don't remember.

25 Q Do you know if service was provided for less

1       than one year?

2           A     It may have been. I don't remember.

3           Q     Do you recall if service was ever terminated  
4       by Telus to TSI, or by ATC to TSI?

5           A     I remember there were problems with the  
6       payments.

7           Q     Did that lead to a termination of service by  
8       ATC?

9           A     I think it may have -- or to the best of my  
10      recollection -- we're jumping way ahead here closer up  
11      to where I can remember from the ATC side.

12                He had actually moved his customers, so you  
13      could see the traffic going down. So at that point, an  
14      amount was -- this is ATC -- an amount was owing to us  
15      which was not paid.

16           Q     Did that amount that was owing lead to a  
17      termination of service by ATC?

18           A     It depends on what you call termination at  
19      that point.

20           Q     Interruption would be a better word?

21           A     Very specific, because you're a lawyer, so I  
22      want to tell you what transpired to the best of my  
23      recollection.

24                He did not pay his bills, and I think certain  
25      actions were done to protect the company.

1 Q What were those actions?

2 A I think they warned him that if he didn't pay  
3 the bills, that his services would be terminated for  
4 nonpayment of that invoice.

5 Q And were his services, in fact, terminated by  
6 ATC?

7 A Not immediately.

8 Q Eventually they were terminated?

9 A Right.

10 Q Was the termination more than one year  
11 after --

12 A That part --

13 Q -- after July 7, 1989?

14 A I couldn't help you with that part. I think  
15 there are documents that would substantiate that, if  
16 you go back in all your records and look.

17 Q Assume with me, sir, that the termination  
18 occurred more than one year after the written agreement  
19 was entered into. After that one year, were the  
20 parties still operating under the agreement?

21 A That's a big assumption. I couldn't assist  
22 you.

23 Q Do you know if Telus, and later ATC, and TSI  
24 ever operated under any kind of arrangement other than  
25 Exhibit 1?

1           A     I honestly don't know if I remember.

2           Q     Do you recall any other written agreement  
3 between Telus or ATC and TSI?

4           A     May have been. I'm just not following this  
5 thing, so I don't have specific details I could help  
6 you.

7           Q     Do you have any recollection of there being  
8 another written agreement?

9           A     I know we did business with him after that,  
10 but I don't know under what umbrella we did business  
11 with him.

12          Q     So you're saying you don't recall any later  
13 written agreement?

14          A     I'm saying if there was one, then it slips me  
15 at this time. If you brought something else in front  
16 of me looking like this, then we could talk about that.

17          Q     Was Exhibit 1 ever filed with the Florida  
18 Public Service Commission as a tariff by Telus or ATC?

19          A     I don't know.

20          Q     Were you in a position to know if it had been  
21 filed as a tariff?

22          A     I'm in a position such that it was 12 years  
23 ago that if you asked me when my anniversary was in  
24 December 1989, I couldn't tell you. And that was very  
25 important to me. So on the same basis, I'm telling you

1 I don't know.

2 Q Okay. I understand that. But let me ask you  
3 this follow-up question. At the time in 1989, were you  
4 in a position as vice president of engineering to know  
5 whether or not a written agreement was filed as a  
6 tariff with the Public Service Commission?

7 A No.

8 Q Was there someone at Telus who would have been  
9 in a position to know that?

10 A There was a regulatory department.

11 Q Who was in the regulatory department?

12 A I think his name was Salmonetti.

13 Q Anyone else?

14 A Not that I can recall.

15 Q Mr. McGlashan, I'm going to ask you to focus  
16 on I think it's the fifth or sixth page of agreement  
17 where it says "International Rates" in the middle of  
18 the page. And this paragraph reads in full:

19 "International traffic will be at rates  
20 currently filed in Telus' tariff but will be billed to  
21 TSI full minute rounding for the first minute and six  
22 second increments for each additional minute."

23 Do you see that, sir?

24 A Yes, I do.

25 Q Do you recall that term of the business

1 arrangement between Telus and TSI?

2 A Not since I've seen it here, no.

3 Q Setting aside the contract, do you recall what  
4 the business arrangement was between Telus and TSI for  
5 international traffic?

6 A Bill them for international traffic.

7 Q Would you bill them your Telus' tariif rates  
8 or something less or more?

9 A We would make a profit. So outside of that, I  
10 couldn't tell you.

11 Q Were you billing TSI's customers on behalf of  
12 TSI for traffic?

13 A I don't remember how that piece went. You'd  
14 have to go back to the MIS department to see how that  
15 was done.

16 Q Who was in the MIS department at Telus or ATC?

17 A It was one of six people.

18 Q Could you name all those you remember?

19 A There was Ray Yeager. Another gentleman, I  
20 can't remember his name, before Ray Yeager. And then  
21 there was Ed Janowsky. And then there was -- I think  
22 at the time we gave it over to EDS. There were some in  
23 between that. The names, I don't know.

24 Q Have you ever met a gentleman name David  
25 Respos?

1           A     No. May have worked with him, but I don't  
2 know him.

3           Q     Did Telus bill the end users under its own  
4 tariff or under TSI's tariff or TSI's customers?

5           A     I can't help you there.

6           Q     Did Telus bill TSI the rates in Exhibit 1 or  
7 some other rate?

8           A     I don't know that.

9           Q     By the way -- we have been looking at Exhibit  
10 1 -- is Exhibit 1 basically the form contract you  
11 mentioned Telus had modified to suit TSI?

12          A     I don't know specifically if it was modified  
13 or if it was a form. It was a contract we gave it.

14          Q     So I'm clear on this, the form of Exhibit 1  
15 came from Telus; is that right?

16          A     Yes.

17          Q     Could you focus on the next page of the  
18 agreement, which has "Indemnification" at the top, and  
19 this section reads:

20                 "In no event shall Telus or TSI be liable to  
21 the other for any incidental, indirect consequential,  
22 or special damages, or loss of revenue or profits,  
23 whether or not either party has been notified of the  
24 possibility of such damages."

25                 Do you see that, sir?

1 A Yes, I do.

2 Q Do you recall that clause of the contract at  
3 all?

4 A No.

5 Q Do you recall if that clause was in fact in  
6 the form contract you spoke of Telus having?

7 A I don't recall the clause, so I couldn't  
8 answer your second question.

9 Q Is this clause saying that neither party can  
10 be liable to the other party -- let me start over again  
11 with that.

12 Let me ask you this. What does the  
13 indemnification clause mean to you?

14 A I'm not qualified to answer that.

15 Q Was there someone at Telus who would have been  
16 qualified to interpret the indemnification clause?

17 A To the extent we had an attorney, I guess,  
18 most of this terminology came from attorneys.

19 Q Was there an attorney on behalf of Telus  
20 responsible for written agreements?

21 A We would use attorneys. But specifically who  
22 the attorney we used, I don't know.

23 Q Can you recall any names?

24 A No.

25 Q Did you read Exhibit 1 before you signed it?

1           A     I would have to say yes on the general advice  
2 of counsel, or whoever that might be at that time.

3           MR. OTTINOT:   Wes, we didn't need hear the  
4 answer.

5           MR. PARSONS:   Okay.   He said that he must have  
6 read it under the general advice of counsel at the  
7 time.

8           MR. OTTINOT:   Okay.   Thank you.

9           BY MR. PARSONS:

10          Q     Well, when you read the indemnification  
11 clause, what did it mean to you?

12          A     You're asking me 12 years from now when I read  
13 this clause what it meant to me.   I don't even remember  
14 the clause, much less tell you what it means to me.

15          Q     You heard me read it a minute ago.   What does  
16 it mean to you, as you sit here today?

17          A     It means whatever it says there.   And if  
18 everybody has that exhibit, they can read it.   And each  
19 one is going to come up with something else.   I am not  
20 a lawyer.   I cannot tell you what it means.

21          Q     Was Exhibit 1, in your view of things as vice  
22 president of engineering and the signer on the  
23 contract, was Exhibit 1 a binding contract on Telus?

24          A     I can't answer that.

25          Q     Why is that?

1           A     What does the term binding mean?

2           Q     It means that Telus was obligated to adhere to  
3 the contract. Under that definition, was it a binding  
4 contract on Telus?

5           A     I don't understand you. If the contract  
6 wasn't a contract in terms of a contract, why would we  
7 sign a contract -- I'm asking you a question -- I'm  
8 just trying to find out.

9           MR. OTTINOT: Wes, we lost you again.

10          BY MR. PARSONS:

11          Q     Mr. McGlashan, if you could speak up a little  
12 bit, that might help.

13          A     If I could get some water because my voice is  
14 raspy.

15                     (Thereupon, a discussion was held off the  
16 record.)

17          BY MR. PARSONS:

18          Q     Mr. McGlashan, you signed contracts before in  
19 your life, haven't you?

20          A     Yes.

21          Q     You signed them on a personal basis such as  
22 when you buy a house or buy a car?

23          A     Uh-huh.

24          Q     That's an answer?

25          A     Yes, I'm sorry.

1 Q You probably signed other contracts in Exhibit  
2 1 on a business level, haven't you?

3 A Right.

4 Q All right. Now, you understand then that when  
5 you sign a contract, you're agreeing to honor the  
6 contract?

7 A Right.

8 Q My question is real simple. When you sign the  
9 contract on behalf of Telus Communications, did you  
10 intend to bind Telus Communications in Exhibit 1?

11 A I intended to settle the -- the signing of  
12 the contract could be by anybody else. The fact that I  
13 signed it is just perfunctory that I signed it. So it  
14 doesn't mean I have any special knowledge over anybody  
15 else or I hold the key to the spirit of the contract  
16 and all that wonderful stuff.

17 The only thing I know about the contract is  
18 that it has certain terms that they would abide by and  
19 certain terms that we would abide by.

20 Q Now, when ATC acquired Telus, in your view,  
21 was Exhibit 1 binding on ATC just as it had been  
22 binding on Telus?

23 A I couldn't answer that.

24 Q Is there someone at ATC who was responsible  
25 for written agreements with customers?

- 1           A     Yes.
- 2           Q     Who was that?
- 3           A     His name is Anderson.
- 4           Q     William Anderson?
- 5           A     Yes.
- 6           Q     He was a general counsel?
- 7           A     Yes.
- 8                 Can I make a comment?
- 9           Q     Yes, sir.
- 10          A     If you could keep your questions to  
11 engineering and operations, I would greatly appreciate  
12 it.
- 13          Q     Were you involved in billing in terms of  
14 operations?
- 15          A     No.
- 16          Q     Were you involved in the collection of billing  
17 information on the tandem computer in operations?
- 18          A     No.
- 19          Q     What were you involved in, in terms of  
20 operations?
- 21          A     The switches, the fiberoptic network, the  
22 outside plant.
- 23          Q     Which switch of Telus, and later ATC, did  
24 TSI's traffic cross?
- 25          A     That's a difficult question to answer.

1     Because when -- I was a part of it, but I know when the  
2     acquisition took place, certain consolidations took  
3     place and certain customers were moved from one center  
4     to another center. I don't know where he fell in the  
5     whole scheme of things.

6             Q     How many switches were there?

7             A     In the network, there were about five to six  
8     different switches and 11 different vendors. I  
9     remember that specifically, because it was a milestone  
10    for me. It's engineering.

11            Q     Did the switches used by Telus and ATC have  
12    the ability to capture data about calls, about the  
13    traffic passing across them?

14            A     Yes.

15            Q     And how was that data captured physically, on  
16    hard disk, tape drive, or what?

17            A     All of the above.

18            Q     Once the data was captured at the switch, how  
19    was it transferred to operations?

20            A     Either use -- depending on the switch,  
21    depending on the region, you had to use a X.25 file  
22    transfer from the switch, or we send the tape.

23            Q     If the X.25 transfer was used, was data  
24    retained at the switch after the transfer?

25            A     For a period of time, in case there was any

1 corruption or any catastrophe.

2 Q Was it retained on tape, hard drive, or some  
3 other format?

4 A Wouldn't haven't been hard drive, because it  
5 would have been written over. So most likely the media  
6 would have been tape.

7 Q Was there a policy on how long the tapes at  
8 the switch level were preserved before being  
9 overridden?

10 A The tapes weren't overridden. I think what  
11 happened is they archived those. There's a period of  
12 time you have to archive. I don't remember the period.  
13 But we had them for that period.

14 Q Were the archived tapes ever used again?

15 A I think after that period was over where you  
16 had to keep them, then some were recycled. But by and  
17 large we use new tapes.

18 Q Again, talking about the switch level, I  
19 assume the data that was captured was in the form of a  
20 series of records, each record being one call?

21 A Actually, it's data streaming information that  
22 was pulled in the form that was more cognizant with the  
23 software of the switch.

24 Q Did the data stream, was it divided into  
25 individual records?

1           A     Yes, each call had an individual stamp on it.

2           Q     For the records for an individual call, was  
3           there any variable within the record that coded for  
4           whether that call was from a TSI customer as opposed to  
5           any other sort of customer?

6           A     Yes, I guess if you get down to that level you  
7           could find out that information. But you would have to  
8           match that back with the customers in a database that  
9           the switch didn't have. The switch don't note you're  
10          TSI, it only notes the process of the call.

11          Q     So that the variable that would be coded would  
12          show which customer it was, but there wasn't anyway to  
13          know whether that was a TSI customer without looking at  
14          some other sort of database?

15          A     Right.

16          Q     So, for example, at the switch level there  
17          would be no way to segregate out all of the records for  
18          the TSI customers only, at least without going to the  
19          data base of TSI customers?

20          A     You made a lot of generalities there, so you  
21          need to go back slowly and ask that question again.

22          Q     Okay. Let me ask you it this way. At the  
23          switch level, was there a database of TSI customers  
24          available?

25          A     In the strictest sense of your answer, yes.

1 But it was in a pool with other numbers.

2 MR. OTTINOT: Hello?

3 MR. PARSONS: He was saying that there was a  
4 database at the switch level, but it was in a pool  
5 with other numbers.

6 MR. GIMBEL: Well, he said in the strictest  
7 sense, but I'm not sure what that meant.

8 THE WITNESS: In the strictest sense meant  
9 it was in a global pool with everybody else. So  
10 if there was company ABC, their base would be  
11 there. Customer EFG, their base would be there.  
12 And customer TSI, their base would be there.

13 BY MR. PARSONS:

14 Q Do you know if that database of the  
15 information on the different customers was still  
16 available at LDDS when you left LDDS?

17 A Couldn't tell you.

18 Q Could you have done this, could you have taken  
19 the database of customers and segregated out just TSI  
20 customers?

21 A Uh-huh.

22 Q And then with that part of the database run  
23 that as a filter against your raw switch data with the  
24 goal of segregating out just TSI call records?

25 A I suppose it's possible.

1 Q Did you ever do that for any reason?

2 A I don't recall doing that.

3 Q Did you ever do that same sort of filter for a  
4 specific customer, for any customer, TSI or somebody  
5 else?

6 A You mean like test to see if the calls matched  
7 up?

8 Q Well, the result I'm looking for is to filter  
9 out all call records except those for a specific  
10 interexchange carrier like TSI?

11 A The switch don't filter out anything. The  
12 switch gives you everything in a very raw stage. It  
13 gives you everything.

14 Q So really you would have to take the data from  
15 the switch, and you'd have to take the database  
16 information and process those on a completely separate  
17 computer?

18 A Yes.

19 Q Did you ever do that for any carriers?

20 A I was in engineering.

21 Q Do you have any background in computer  
22 programming?

23 A None whatsoever. I can't do EXCEL well.

24 Q You mentioned the database of information on  
25 the customers including TSI, does that database have a

1 name of some kind?

2 A I guess it would be TSI database. I don't  
3 know. I mean it's all into the domain of billing.

4 Q Who was in charge of billing at Telus?

5 A I gave you the name of, I think, Ray Yeager.  
6 There was a gentleman before him.

7 Q Was Ray Yeager also in charge of billing at  
8 ATC?

9 A For a short period of time.

10 Q Who replaced him?

11 A A big gentleman. I don't remember his name  
12 offhand.

13 Q After you signed Exhibit 1 with TSI, did you  
14 have any further contact with TSI or Joel Esquenazi?

15 A Elaborate.

16 Q For example, did Joel come to you with a  
17 request to modify Exhibit 1, to add more services, or  
18 to change rates, for example?

19 A Well, there was -- he would interface with the  
20 company not me in --

21 MR. OTTINOT: Wes, lost you again.

22 MR. PARSONS: Mr. McGlashan said that Joel  
23 would interface with the company not me.

24 THE WITNESS: I didn't finish. Not me  
25 specifically. Sometimes it would be me, depending

1 on what his concerns were.

2 BY MR. PARSONS:

3 Q Was there a point man at Telus or ATC for  
4 interfacing with Joel?

5 A I wouldn't call it a point man. It was more  
6 like this was something we did together here.

7 Q Did Joel ever complain to you about billing  
8 from Telus or ATC?

9 A We complained to Joel that he wasn't paying  
10 the bills. Joel says that his bills are not correct.

11 We said to Joel to the extent that you can  
12 prove to us that the bills are not correct, and you  
13 have given us -- you have given your customer credits,  
14 to that extent we will sit down and reimburse you for  
15 that. Joel brought up about four boxes --

16 MR. OTTINOT: Wes, could you repeat that.

17 We missed the part regarding the billing issue.

18 MR. PARSONS: Sure. Mr. McGlashan testified  
19 that he advised Joel Esquenazi to prove that Mr.  
20 Esquenazi had billing errors, and that he had  
21 credited customers, in short.

22 And I think Mr. McGlashan was still answering  
23 the question.

24 MR. OTTINOT: Thank you.

25 THE WITNESS: So we started to have problems

1 with collections. When we started to have  
2 problems with collections, we started to get  
3 complaints about the billing. We gave him good  
4 faith credits associated with what the term was,  
5 quality, what the term was, incorrect rates, and  
6 to, I guess, satisfy some of his complaints here.  
7 He got credits for that for that period where they  
8 were justified.

9 BY MR. PARSONS:

10 Q Was Mr. Esquenazi satisfied with the credits  
11 that he received?

12 A Well, he still owed us, so I can't answer  
13 that.

14 Q Well, after he still owed you, did he also  
15 claim that he was entitled to more credits?

16 A This was when I said to him, we perform very,  
17 to the best of my recollection, very elaborate process  
18 too. With the boxes he brought, and we went through a  
19 lot of those, and we found them to be very accurate --  
20 our bills to be very accurate.

21 And we sat down with him, and he said, well,  
22 because of quality like with his 1-800 services, and he  
23 had dialers and that kind of stuff, so we gave him  
24 credits because some of those things were not  
25 quantifiable.

1           When it got down to the usage part of it and  
2 credits back to his customers, the position we took was  
3 show us the credits because he then owed us a lot of  
4 money. I don't remember a specific number. But he  
5 then owed us a lot of money.

6           We requested payment, and he said he couldn't  
7 get anything from his customers, and he had to give out  
8 a whole lot of credits to his customers. So we said,  
9 well, to the extent that you have given credits to your  
10 customers, show us that.

11           He didn't produce any of those. That's when  
12 we went into the impasse.

13           Q     Why was it necessary for Mr. Esquenazi to  
14 credit his customers before he got credit from Telus?

15           A     Because he was billing his customers and what  
16 we were doing was billing him.

17           Q     Why was it that he had to give the credits  
18 first, though?

19           A     Well, if he says the bills were incorrect,  
20 because of what the customers were saying, then one  
21 would deduce from that it's coming from the customer,  
22 right back to Joel, right back to us.

23           So if you were a customer, and you say your  
24 bill was incorrect, and you wanted a credit for \$5, and  
25 if you gave the customer \$5, then you would have

1 something in your hands that says this is \$5. I gave  
2 to the customers that piece.

3 Because when we look at this invoice, and when  
4 we matched it up, it was accurate.

5 Q What were you matching up?

6 A His boxes. We had about three or four boxes  
7 of stuff that he brought. And we had to go through  
8 that.

9 Q What were in the boxes?

10 A His billing to his customers, and our billing  
11 to him.

12 Q You physically matched up record by record?

13 A I wasn't part of the analyst team at that  
14 time.

15 Q Who was on the analyst team?

16 A We had a vice president -- there were two vice  
17 presidents that went through. One was Jo Ambersely and  
18 the other one was Richard Harding. The analyst was  
19 Maggie Tumor.

20 Q Could you spell her last name?

21 A She's now Ambersely. She got married.

22 Q Were you made aware of the results of the  
23 analysis by Maggie Ambersely?

24 A Yes.

25 Q What were the results?

1           A     I don't remember them specifically. But they  
2 showed from their records that our billing to him was  
3 in order. And the usage part that he was talking about  
4 was accurate.

5           Q     Did the analysis show your billing was  
6 perfect?

7           A     I don't know what you mean by perfect.

8           Q     I mean one hundred percent accurate, no  
9 discrepancies of any kind.

10           MR. GIMBEL: I'm going to object to the form  
11 of the question.

12           THE WITNESS: Does that mean I have to answer  
13 or don't answer?

14           MR. GIMBEL: Oh, no. I'm just preserving an  
15 objection later. But you have to answer the  
16 question.

17           THE WITNESS: Repeat it again.

18 BY MR. PARSONS:

19           Q     Did the analysis show that Telus' billing, or  
20 ATC's billing, was one hundred percent accurate, no  
21 discrepancies of any kind?

22           A     I don't know of anything in this world apart  
23 from -- pardon my religious belief -- Jesus Christ that  
24 was one hundred perfect. So everything after that is  
25 imperfect by the fact it's not Jesus Christ, so that's

1 my position.

2 Q Okay. Do you recall whether Miss Ambersely's  
3 analysis showed that the billing was one hundred  
4 percent accurate?

5 A It was accurate for the sampling that we took.

6 Q One hundred percent accurate for the sampling?

7 A I don't know about one hundred percent.

8 Q Can you put a range of error on the analysis?

9 A No, because I'll tell you about switches,  
10 switches -- every switch behaves differently. And I  
11 see this even today in our industry.

12 If you would look at MCI, if you would look at  
13 AT&T, and if you would look at Sprint, and all of the  
14 other carriers, and it's only, I think, in the last  
15 year that switches can bill realtime, so there's a plus  
16 or minus factor there. It's not significant, but it's  
17 there. So when you ask me as an engineer one hundred  
18 percent, I don't know what that means.

19 Q Did Joel Esquenazi complain to you about  
20 duplicate billings, that is, more than one billing for  
21 the same call?

22 A Uh-huh.

23 Q You need to say yes or no.

24 A Yes.

25 Q And was there any investigation of that charge

1 in the analysis of Miss Ambersely?

2 A I think there was.

3 Q What was the results?

4 A I don't remember offhand what the results  
5 were. But I can only deal with today's knowledge that  
6 if Joel Esquenazi, at that time with the billing that  
7 we gave him, we didn't know what functions he was  
8 performing with his customers.

9 So as a result of I not having perfect  
10 knowledge or general knowledge or specific knowledge as  
11 to what he was doing with the service, then I can't  
12 tell you specifically that they were duplicate calls.

13 Q Can you tell me that there were not duplicate  
14 calls?

15 A Well, are you familiar with call back?

16 Q Well, yes, sir, but you need to answer the  
17 question.

18 A Well, that's part of the answer. So if you're  
19 not, I need to explain that to you.

20 Q Please answer the question, and feel free to  
21 explain your answer.

22 A Okay. I don't know what the product he was  
23 using or the applications he was using, so I couldn't  
24 tell you if those were duplicates or not.

25 Q Did Mr. Esquenazi ever show you a call record

1 detail, which showed two calls from the same customer  
2 at the same time each of them longer than one minute,  
3 and say this is a duplicate call -- duplicate billing  
4 for a call?

5 A If it's in the three boxes, then I would say  
6 they would be inside there.

7 Q Well, the question was, did Mr. Esquenazi  
8 ever --

9 A Show me personally?

10 Q Yes, sir.

11 A He may have, but I don't recall that.

12 Q If he had done that, would you have an  
13 explanation for why they wouldn't be a duplicate call  
14 -- a duplicate bill?

15 A I don't know what he was doing at the time,  
16 so I couldn't tell you. I wasn't in control of his  
17 customers.

18 Q Did Mr. Esquenazi ever complain to you that  
19 Telus or ATC was billing his customers directly at the  
20 same time that Telus or TSI were sending bills on  
21 behalf of TSI to the customers?

22 A I vaguely remember something going on there.

23 Q What did Mr. Esquenazi say to you?

24 A I said I vaguely remember something going on  
25 there. I don't know the details of that.

1 Q Did you ever investigate that complaint?

2 A I think the organization did.

3 Q Who investigated that?

4 A That would come out of the customer services  
5 department.

6 Q Who specifically investigated?

7 A I don't know. I don't remember who did that.

8 Q Do you recall Mr. Esquenazi complaining that  
9 Telus or ATC was soliciting TSI customers directly?

10 A No. I think -- hold on -- go back a question.

11 This may have had something to do with the  
12 1-800 service where we were the -- he was using our  
13 1-800 number. So rather than turning the customer off,  
14 because that was what was going to happen to these  
15 1-800 number customers who had businesses, we got in  
16 touch with the customers and kept them on line, because  
17 we saw it more egregious to the customer or not having  
18 anything to do with our relationship with Joel  
19 Esquenazi, so we kept the customer up. We disconnected  
20 Joel Esquenazi.

21 And that's about all I remember of that piece  
22 here.

23 Q So essentially Telus took the customer -- or  
24 ATC took the customer?

25 A I remember that Telus kept the customer on

1 line rather than disconnecting them.

2 Q And thereafter that customer became a Telus  
3 customer?

4 A I don't know what became of the customer after  
5 that, but you can find out from customer services how  
6 they dealt with that.

7 Q Who made the decision within Telus to treat  
8 the 1-800 customers in that fashion?

9 A I think they got advice from regulatory that  
10 it wouldn't be a good thing to do for us to disconnect  
11 the 1-800 customers.

12 Q Was there a person on the business side, not  
13 in regulatory, who made the decision to implement that  
14 advice from regulatory?

15 A I don't know who specifically would have done  
16 that.

17 Q You seem to know more about this than other  
18 areas, so let me ask you, were you involved in that  
19 decision?

20 A No. Because it wasn't in my area, but I  
21 participated in that.

22 Q What was your participation?

23 A I controlled the switches and 1-800 numbers.  
24 So I had to -- am I going to disconnect these  
25 customers, or am I going to keep them.

1 Q Did Joel Esquenazi complain to you about  
2 receiving billings for calls that were over one hour in  
3 length?

4 A Not to me specifically.

5 Q Did you become aware of those sort of  
6 complaints?

7 A No.

8 Q You say "not to me specifically," did you have  
9 some general knowledge --

10 A You say to me, you keep referring to me. If  
11 you had said to ATC, then I would say that probably  
12 have gone through customer service.

13 There's an official complaint process, and in  
14 customer service they log in your problems.

15 So you have to understand that not every  
16 trouble complaint that comes into ATC comes to me. It  
17 has a department it goes to. So when you say four or  
18 five times he complained to me, did he complain to me,  
19 Rudy McGlashan, no, because I'm not ATC. I am  
20 answering you in that context.

21 Q Did you have any participation in setting  
22 billing increments, for example, six seconds versus 30  
23 seconds versus a minute?

24 A No.

25 Q For customers?

- 1 A No.
- 2 Q That was not done at the switch level?
- 3 A No.
- 4 Q That was done at the billing level?
- 5 A Right.
- 6 Q Did you ever become aware of any systematic
- 7 errors on the switch level in regard to billing such
- 8 as, for example, the addition of seconds, increments to
- 9 the time for which the customer was ultimately billed?
- 10 MR. GIMBEL: Object to the form of the
- 11 question.
- 12 BY MR. PARSONS:
- 13 Q You can answer.
- 14 A In another deposition, yes.
- 15 Q What deposition was that?
- 16 A Some other deposition with ATC which I was
- 17 deposed.
- 18 Q Was this the attorney general case?
- 19 A It may have been, yes.
- 20 Q And what did you know about the subject of
- 21 additional time being added in the attorney general
- 22 case?
- 23 A I think my responses are on record.
- 24 Q I need to know what it is though, sir.
- 25 A I was responsible for engineering, not

1 billing.

2 Q Did the additional time added to talk time in  
3 the attorney general case occur at the switch level or  
4 the billing level?

5 A They didn't explain to me. They asked me  
6 questions and I answered.

7 Q Was your deposition taken in the attorney  
8 general case?

9 A I beg your pardon?

10 Q Was your deposition taken in the attorney  
11 general case?

12 A I don't know if it was the attorney general.  
13 It was some client or some deposition. I don't  
14 remember specifically.

15 Q There is also a class action case against ATC  
16 and Transcall. Do you recall if you were deposed in  
17 that case?

18 A I was only deposed once. I don't remember  
19 which one or who it was.

20 MR. MESSER: I believe we should interpose an  
21 objection to the continued referral to the attorney  
22 general case. There was an attorney general case.

23 There's a deposition of Rudy McGlashan, which  
24 was taken July 2nd, 1996, in the case entitled  
25 Dohan versus Transcall. I think the record ought

1 to be clear. That's what he referring to.

2 THE WITNESS: That's what I'm referring to. I  
3 said I didn't know which one it was.

4 BY MR. PARSONS:

5 Q Did you have any participation in locating  
6 call detail records that was analyzed in the Dohan  
7 case?

8 A No.

9 Q Did you have any role at all in the analysis  
10 of the additional time that was at issue in the Dohan  
11 case?

12 A No.

13 Q Are you acquainted with the gentleman named  
14 Dan Merritt?

15 A Yes.

16 Q Are you a friend of his?

17 A Define that.

18 Q I can't give you a definition of a friend,  
19 sir. You can use the ordinary understanding of the  
20 word.

21 A He's a business associate.

22 Q Is he located in Austin now?

23 A I don't know.

24 Q Have you talked to him in the last six months?

25 A No.

1 Q Did Dan Merritt do an investigation on behalf  
2 of ATC or World Com?

3 A You have to ask Dan Merritt that question. I  
4 don't know.

5 Q Mr. McGlashan, we've been going for a while.  
6 Let me suggest we take a five minute break and start  
7 again.

8 A Can we just go on?

9 Q I'd like to take a break, sir.

10 (Thereupon, Exhibits Number 2 and 3 were  
11 marked for identification.)

12 (Thereupon, a break was taken.)

13 MR. PARSONS: Are you all ready in  
14 Tallahassee?

15 MR. OTTINOT: Yes, we are.

16 BY MR. PARSONS:

17 Q Mr. McGlashan, I'm going to show you a letter  
18 from you to Joel Esquenazi dated June 21, 1989, which  
19 was Exhibit Number 14 in earlier depositions in Boca  
20 Raton. Did you have an opportunity to look at that  
21 letter, sir?

22 A Yes.

23 Q Is that your signature on the second page?

24 A Yes, it is.

25 Q Is this proposal letter that preceded the

1 written agreements between TSI and Telus?

2 MR. GIMBEL: Can I see that, please?

3 MR. PARSONS: Did you bring the Boca exhibits?

4 MR. GIMBEL: No.

5 MR. PARSONS: Is that your --

6 THE WITNESS: Yes, it is.

7 BY MR. PARSONS:

8 Q And I asked you is this the proposal that  
9 preceded the written agreement?

10 A This is the proposal we gave him.

11 Q Mr. McGlashan, I'm going to hand you an  
12 exhibit marked as number two in your deposition, which  
13 is a memorandum from Joel Esquenazi to Mary Jo Daurio  
14 dated March 13, 1991, about an alleged discrepancy in  
15 accounting, which is accompanied by another letter  
16 which is a reconciliation or accounting of an alleged  
17 balance due.

18 Let me ask you, sir, if you have seen that  
19 document before?

20 A I'm not familiar with it, but let me read it.

21 Q Have you seen it before, sir?

22 A I'm not familiar with it.

23 Q Either page?

24 A No. This is not to say I haven't seen it  
25 before. I don't remember the document.

1           Q     Mr. McGlashan, I'm going to hand you Exhibit  
2     Number 3 in your deposition, which consists of a chart  
3     showing some pop sites and pricing, followed by a  
4     letter to ATC from TSI about issues. Various issues.

5           Mr. McGlashan, let me ask you if you've ever  
6     seen Exhibit Number 3 before?

7           A     No.

8           Q     Can you turn the page and look at the issues  
9     memorandum?

10          A     Huh-uh.

11          Q     That's a no?

12          A     Yeah.

13          Q     Mr. McGlashan --

14               MR. GIMBEL: Let me ask you a question on  
15     Exhibit Number 3. Are you saying that this last  
16     page is a part of this letter?

17               MR. PARSONS: It seemed to be to me, but we  
18     can't really know until we find a sponsor for the  
19     exhibit.

20     BY MR. PARSONS:

21           Q     Mr. McGlashan, I'm going to hand you a  
22     document marked as Exhibit Number 8 in an earlier  
23     deposition, which is a memorandum from Clara Reynardus  
24     to yourself bearing your signature accompanied by a  
25     letter from Joel Esquenazi to Clara Reynardus dated

1 January 22, 1992.

2 Let me ask you, sir, if you've seen the base  
3 page in that exhibit before?

4 MR. GIMBEL: What exhibit?

5 MR. PARSONS: Number 8 in Boca Raton.

6 BY MR. PARSONS:

7 Q Have you seen that document before, sir?

8 A Yes, my signature is there.

9 Q Do you recall the document at all?

10 A No.

11 Q You can see that Miss Reynardus writes on the  
12 first page that she is taking the liberty of agreeing  
13 upon two final changes with Joel Esquenazi.

14 Do you recall Miss Reynardus agreeing to  
15 changes with Joel Esquenazi?

16 A I guess she was in the carrier sales group, so  
17 she would be the one working on this. She was in  
18 carrier sales.

19 Q Did she have the authority to agree to terms  
20 with customers?

21 A She reported to Jo Ambersely. I don't know  
22 what the arrangement was there.

23 Q How is it that your approval is required at  
24 the bottom of this memorandum presumably to this change  
25 Miss Reynardus agreed to?

1           A     Because at that time I was responsible for  
2     carrier sales.

3           Q     So Clara Reynardus was under you at that time?

4           A     No, under Jo Ambersely. Either Jo Ambersely  
5     or Richard Hardin. I can't remember which one.

6           Q     So Clara Reynardus was under Jo Ambersely who  
7     was under you?

8           A     Right.

9           Q     As senior vice president for carrier sales at  
10    the time, did you have the authority to agree to terms  
11    with carriers?

12          A     Subject for contracts, of course, which have  
13    been run by Bill Anderson.

14          Q     And did Jo Ambersely have delegated authority  
15    from you to agree to terms from carriers?

16          A     Everything is subject to final sign up. If it  
17    was a legal matter, it was with Bill Anderson.

18          Q     Subject to legal sign off, did Clara Reynardus  
19    have authority under Jo Ambersely delegated to you to  
20    agree with terms of carriers?

21          A     Yeah, subject, as you said. Yeah.

22          Q     Did you or Jo Ambersely or Clara Reynardus  
23    have any authority to enter into oral agreements or  
24    oral modifications and written agreements with  
25    carriers?

1           A     I don't remember if they did or didn't, or if  
2     we did or didn't.

3           Q     Miss Reynardus refers in her memorandum to  
4     some unexpected ATC billing problems which have made it  
5     difficult to determine exactly how many minutes TSI is  
6     currently billing.

7                     Do you know what Miss Reynardus is referring  
8     to?

9           A     I think we had like four different billing  
10    platforms in the Boca billing system. They were trying  
11    to consolidate all of them.

12          Q     And that caused billing problems of some sort?

13          A     I don't know what specifically what the  
14    billing problems were.

15          Q     Would Miss Reynardus have known specifically  
16    about the billing problems?

17          A     I don't know. She may have.

18          Q     Who at ATC would have known the most of anyone  
19    about the billing problems?

20          A     The folks who were responsible for billing  
21    during 1992.

22          Q     What are their names?

23          A     I don't know who -- we went through about four  
24    or five. I don't know who was responsible at that  
25    time.

1 Q This was after the analysis had been completed  
2 by Miss Ambersely?

3 A I don't know when that took place.

4 Q Mr. McGlashan, I'm going to hand you  
5 Exhibit Number 9 in your earlier depositions, which  
6 appears to be a special pricing approval from Dawn  
7 Toimil to the executive pricing committee dated  
8 February 5, 1992.

9 A Yes.

10 Q Do you recognize that, Mr. McGlashan?

11 A Yeah, it's a form we use.

12 Q What's the purpose of the form?

13 A Every customer who gets special pricing goes  
14 through this.

15 Q Is that your signature on the first page?

16 A Yes, it is.

17 Q Is is special pricing that's a subject of this  
18 approval, the contracts between Telus and TSI, or is it  
19 something else?

20 A It's special pricing. I don't know  
21 specifically to what, but it's special pricing.

22 MR. GIMBEL: What number is that, Wes?

23 MR. PARSONS: This is number nine.

24 MR. GIMBEL: Boca nine?

25 MR. PARSONS: Yes.

1 BY MR. PARSONS:

2 Q This document refers to a renegotiated  
3 contract. Do you know what that means, sir?

4 A No.

5 Q Do you know if there was ever a renegotiated  
6 contract between TSI and Telus or ATC?

7 A No, not offhand.

8 Q You also see there's a reference to a new  
9 contract. Is that the same thing as a renegotiated  
10 contract?

11 A I don't know.

12 Q On the first page, do you recognize any of the  
13 handwriting other than your own signature?

14 A Yeah, this is my handwriting.

15 Q That's after the asterisk at the bottom?

16 A Yeah.

17 MR. PARSONS: Can you mark this number four.  
18 (Thereupon, Exhibit Number 4 was marked for  
19 identification.)

20 BY MR. PARSONS:

21 Q Mr. McGlashan, I'm handing you Exhibit Number  
22 4 in your deposition, which purports to be a letter  
23 from Carlos Rodriguez of TSI to you dated March 18,  
24 1992, followed by a list of issues, quote, unquote.

25 Can you tell me if you recognize this letter,

1 sir?

2 A I could say I don't know that person.

3 Q Your name is misspelled, isn't it?

4 A Yes.

5 Q Did you receive this letter in the mail, sir?

6 A I must have. I'm saying I don't know if I did  
7 or not.

8 Q Mr. Rodriguez, in the first line, refers to  
9 the fact that we have not yet signed the contract with  
10 ATC. Do you know what Mr. Rodriguez is referring to?

11 A A contract.

12 Q What was the contract?

13 A Must be a new contract with ATC.

14 Q Do you have any recollection of that new  
15 contract, sir?

16 A No.

17 Q You see in the fourth paragraph where Mr.  
18 Rodriguez refers to the double billing, extra time  
19 billings, and he suggested it represents as much as 30  
20 percent of the total billing?

21 A Uh-huh.

22 Q You need to say yes or no?

23 A Yes, yes. I'm sorry.

24 Q Are you familiar with what Mr. Rodriguez is  
25 asserting in that paragraph?

1           A     Yes.

2           Q     Was any investigation ever done outside of the  
3 analysis by Miss Ambersely about Mr. Rodriguez's  
4 complaints?

5           A     I think we did research this, and we gave him  
6 back a response. I don't know if this was in a meeting  
7 or if minutes of a meeting were done or anything like  
8 that. But I'm almost sure we responded to the letter.

9           Q     You did research?

10          A     Yeah, I think we did research.

11          Q     Who did the research?

12          A     I don't know offhand.

13          Q     Are you familiar with the results of the  
14 research?

15          A     No not offhand.

16               MR. GIMBEL: Wes, just for the record, I want  
17 to point out that the last page of this document is  
18 that "issue" page and has a different date stamped  
19 at the bottom than appeared under Exhibit 3. So  
20 the last page of Exhibit 3 and Exhibit 4 are the  
21 same. And I don't know if that document is part of  
22 that letter or was a separate document. I doubt  
23 that it was part of both letters. One is '91  
24 and the other is in '92. I guess it's conceivable,  
25 but it's confusing to me.

1 BY MR. PARSONS:

2 Q Mr. McGlashan, do you see the page entitled  
3 "issues" in this Exhibit Number 4?

4 A Yes.

5 Q Are you familiar with a list of issues that  
6 TSI has with Telus and ATC?

7 A No.

8 Q Do you recognize the page at all?

9 A No.

10 Q Do you see in the fifth paragraph Mr.  
11 Rodriguez writes, "We wish to acknowledge to you we are  
12 disputing this amount, which is approximately \$400,000,  
13 on the basis that we can prove credits due as to that  
14 amount or more."

15 Do you remember Mr. Rodriguez making that  
16 dispute of amounts due?

17 A If he says it here, I'm thinking he did. I  
18 don't have anything that I can give you as to a level  
19 of comfort that says I did.

20 Q Did ATC or Telus have a policy on how a  
21 dispute of amount due had to be made?

22 A Yes. You had to document the disputes and  
23 send it through the channels.

24 Q Would Exhibit Number 4 be sufficient written  
25 documentation of the dispute of the \$400,000?

1           A     No.

2           Q     What else would be needed?

3           A     To delineate where the credit is due -- the  
4 difference between A and B and whatever the results  
5 would be.

6                     In other words, this is what I say, this is  
7 what you say, here is the proof, put the two together  
8 and delineate.

9           Q     If it were a credit sought or a systematic  
10 error such as addition of certain number of seconds on  
11 every call, would it not be enough just to indicate  
12 it's systematic without having to go line by line  
13 through every single call?

14                    MR. GIMBEL: Object to the form of the  
15 question.

16                    THE WITNESS: Still have to be documented  
17 irrespective of what?

18 BY MR. PARSONS:

19           Q     But it wouldn't have to be documented line by  
20 line for every single call if it's systematic, would  
21 it?

22                    MR. GIMBEL: Object to the form of the  
23 question.

24                    THE WITNESS: It would have to be  
25 documented.

1 BY MR. PARSONS:

2 Q Would it have to be documented line by line  
3 though?

4 A That's the only way you're going to get a  
5 credit because it has to go for approval. And it's not  
6 going to get approved, if it doesn't have any backup to  
7 prove it.

8 Q Did ATC or Telus ever accept an oral request  
9 for a credit?

10 A I can't give you a -- I don't know.

11 Q Was there a policy on that?

12 A Every case is treated differently.

13 MR. PARSONS: Can you mark this number five.  
14 (Thereupon, Exhibit Number 5 was marked for  
15 identification.)

16 BY MR. PARSONS:

17 Q I'm handing you Exhibit Number 5 in your  
18 deposition, which purports to be a letter from you and  
19 Scott D. Sullivan to Joel Esquenazi, dated March 19,  
20 1992.

21 Do you recognize this letter, sir?

22 A Yes.

23 Q Is that your signature on the last page?

24 A Yes.

25 Q What was the purpose of this letter?

1           A     I think he must have - I think it states it  
2 here. It says in the first sentence, if you read it.

3           Q     Is it purely a response, then, to Carlos  
4 Rodriguez's letter?

5           A     I don't understand. What else could it be?

6           Q     Sometimes I ask very obvious questions.

7           A     So you want me to -- I'm not aware of it. I'm  
8 sorry, go again.

9           Q     Let me back up a little bit. You signed the  
10 letter. Did you author the letter?

11          A     I think we had information from the folks who  
12 were working on the account. They were in the carrier  
13 support group.

14          Q     Did you take that information and actually  
15 write the letter yourself, or did someone else do that?

16          A     I don't remember specifically how it was done.

17          Q     Do you recognize in this letter any particular  
18 phrase or style or format that you in particular used?

19          A     Let me read it.

20                 What was the question?

21          Q     Do you recognize anything about the letter  
22 that identifies it as your authorship?

23          A     Some of the response could have been, yes.

24          Q     Let me go through these responses.

25                 You characterize issue number one as

1 "Customers billed by ATC receiving all forms of  
2 literature."

3 And then your response apparently is --

4 MR. GIMBEL: I'm sorry -- just for the record,  
5 you say he characterizes --

6 MR. PARSONS: Do you want me to finish my  
7 question before you object?

8 MR. GIMBEL: No. You say that he  
9 characterized issue number one. I just want to  
10 point out that that's identical to the issues  
11 provided in Carlos Rodriguez's letter.

12 MR. PARSONS: Okay.

13 MR. GIMBEL: That's all.

14 BY MR. PARSONS:

15 Q Issue number one is characterized as  
16 "Customers billed by ATC and receiving all forms of  
17 literature."

18 And your response apparently is "How this  
19 affected amount owing? No way."

20 Could you explain what your response means,  
21 sir?

22 A I guess it was quite clear that all credits  
23 that were going to be given were given. It was the  
24 amount of \$400,000 owing, and Joel was very adamant  
25 about paying this amount of money.

1           So Carlos, in writing this letter, is  
2     identifying without no backup information why he wasn't  
3     paying the \$400,000. Which the ten points we responded  
4     to, and we asked again in this letter for documentation  
5     which we did not get.

6           So this was very frustrating to us, so we just  
7     went back to the ten points to reiterate our positions,  
8     which were said in the meeting. When we told him that,  
9     you know, we will do X, Y and Z, and he will make us  
10    concurrent.

11          Q     For issue number one, in your response, as I  
12    understand it, you're not denying what Carlos is  
13    claiming, you're saying it doesn't affect the amount  
14    that TSI owes?

15          A     This letter, if I could recollect, is focused  
16    towards \$400,000. That's what it is focused towards.

17          Q     You're not denying what Carlos is saying.  
18    You're saying it doesn't affect the \$400,000?

19          A     No, sir. It is saying that we're not  
20    addressing that at this point. We're addressing the  
21    \$400,000 at this time to the company.

22          Q     You're not addressing that issue, and you're  
23    also not denying Carlos Rodriguez --

24               MR. GIMBEL: Objection to the question. Asked  
25    and answered. You're putting words in his mouth.

1 THE WITNESS: Yeah, I answered that.

2 MR. PARSONS: Tico, you interrupted my  
3 question. If you have an objection, it's perfectly  
4 proper for you to put it on the record, but please  
5 wait until I finish speaking as an element of  
6 common courtesy.

7 MR. GIMBEL: I will be glad to provided you  
8 don't ask the same question five times when he  
9 gives you an answer, and you seem insistent in  
10 putting an answer in his mouth.

11 MR. PARSONS: No. I may well do many things  
12 you think is objectionable. Please wait until I  
13 finish the question before you object.

14 MR. GIMBEL: I thought I did.

15 BY MR. PARSONS:

16 Q Is there a denial of Carlos's charge in your  
17 response to issue number one, sir?

18 A There is no response to his -- no response  
19 can't mean, yeah; and no response means no response.  
20 We were focusing on the \$400,000.

21 If you read the tone of this letter, you will  
22 see a tone here. The tone is, where is my money? Why  
23 are these things being mentioned? This is for another  
24 forum. They owe \$400,000. Pay the money. You agreed  
25 to pay the money.

1           This letter and the ten points were introduced  
2 to stall the whole thing again, so they wouldn't pay  
3 us, even though we gave them -- and I see here --  
4 \$36,000 worth of installations.

5           Q     Is what you're saying now applicable to each  
6 of these issues, so I don't have to go through them one  
7 by one, which is, the issue you raised has nothing to  
8 do with whether you owe us money now?

9           A     The underlying message was you're not focusing  
10 on what the issue is. You owe us \$400,000. You have  
11 not supplied any documentation to this dispute. Where  
12 is the money?

13          Q     I understand the focus of Exhibit Number 5.  
14 Now I asked some other questions about Exhibit Number  
15 5. In particular, on issue number two, again, sir, ATC  
16 is not denying Carlos's charge, you're saying it didn't  
17 affect the money that you claim was owed by TSI?

18               MR. GIMBEL: Same objection.

19               THE WITNESS: It's the same -- if you read  
20 if, they did not affect usage, meaning you still  
21 had revenue coming to us that you didn't pay that  
22 you collected for.

23 BY MR. PARSONS:

24           Q     So it wasn't relevant to you whether TSI --  
25 pardon me, whether ATC had customers -- 1-800 numbers

1 assigned to TSI that was given to ATC customers?

2 A I explained to you earlier on, if you check my  
3 responses.

4 Q So it wasn't relevant?

5 A I explained my answer to you on this one.  
6 This was a specific situation.

7 Q But I have another question for you now. The  
8 question is, your belief was that issue number two  
9 wasn't relevant to the principal issue, which was the  
10 \$400,000?

11 A I wasn't saying it wasn't relevant. We  
12 already addressed it with them on the disconnect that  
13 he received. We kept the customer. It's a catch 22.  
14 You disconnect the customer, the PSC comes after you.  
15 You keep the customer on line and keep them with  
16 service, then you got this kind of response from Joel.  
17 So we would rather deal with Joel than PSC at that  
18 point. The customer was our main concern. He didn't  
19 have the wherewithal to have the customer on line.

20 Q Issue number three with the new ANIs which TSI  
21 claimed were lost by ATC, and your response was if they  
22 were never hooked up, then there was no billing for  
23 them. Is that basically it?

24 A No. It could be that based on our  
25 relationship right now and you have an outstanding

1 balance, we're not putting in new customers for you  
2 because you have an outstanding balance. Your account  
3 is in jeopardy. So that's it. It doesn't mean that we  
4 don't care about them or anything like that.

5 We didn't use the term lost here. Who used  
6 the term lost. I don't know who used the term lost.

7 Q In fact, did ATC stop connecting new TSI  
8 customers because of the balance due?

9 A I think they were disconnected, so that would  
10 be part of the disconnect process.

11 Q Setting aside the disconnect, did ATC stop  
12 connecting new TSI customers because of the balance  
13 due?

14 A If you are in a disconnect position, there's  
15 no business, and there is a break in transmission.

16 Q Before the disconnect?

17 A That would have been handled by credit then  
18 and told him you're not doing anything more until he  
19 gets his account current.

20 Q Do you know whether it did happen or didn't  
21 happen?

22 A I don't know.

23 Q On issues four and five, you're essentially  
24 saying give me the written documentation for each call  
25 for each customer; is that right?

1           A     The tone of this letter is show me the proof.  
2     This letter is the culmination of a whole lot of  
3     frustration here.

4           Q     Issue number six and seven, again, are  
5     essentially the same thing?

6           A     All point back if you look to the responses --  
7     where would America today if somebody told me you  
8     killed my son, and they arrested me? That's kind of  
9     what he says here in the ten points or whatever.

10          Q     Number ten is TSIs charge ATC took TSIs  
11     customers from them, is it not?

12          A     I could think of four or five scenarios there  
13     that would be counter to what you're saying here. One  
14     which would be when we went to change over the  
15     customer, the customer by their own choice, by their  
16     solution, says I don't know want to -- especially the  
17     800 customers. I remember there was the issue of one  
18     customer saying I don't want to go over to that  
19     company. I want to stay right where I am.

20          Q     So you're saying that it occurred, but it was  
21     excusable because of the customers' own wishes?

22                MR. GIMBEL: Objection to the form of the  
23     question.

24                THE WITNESS: No. What I am saying is that  
25     you have given me a scenario, and I have given you

1 back another scenario.

2 BY MR. PARSONS:

3 Q Did it occur? Did the charge occur?

4 A I remember certain customers said they didn't  
5 want to do business with TSI.

6 Q Were those customers approached by ATC before  
7 they made that decision?

8 A No. The customers approached us.

9 Q Did ATC approach any customers before they  
10 approached you?

11 A If they did, I don't know -- or I am aware of  
12 it.

13 Q Issue number 12 is characterized as providing  
14 the billing to TSI on the 21st of the month causing  
15 account receivable problems, et cetera.

16 And your response is, "We have extended time."  
17 What did you mean by that?

18 A For them to pay.

19 Q What was the typical time frame for TSI to pay  
20 a bill?

21 A In those days, I think 30. In Joel's case, it  
22 might have been different. I don't know based on where  
23 his account was at that specific time.

24 Q The number was 30 you said?

25 A Thirty days.

- 1 Q How was it extended?
- 2 A Probably more than 30 days.
- 3 Q Sixty days?
- 4 A I don't know.
- 5 Q Where would we go to find that?
- 6 A From the collection department.
- 7 Q Was there a typical pattern to extend 30 days
- 8 to 60 days when you were giving an extension?
- 9 A I don't know what the policy is the finance
- 10 people run by, but I would venture to say it would
- 11 depend on the customer they were dealing with.
- 12 Q Is there more to your answer?
- 13 A No.
- 14 Q Well, for a carrier, an inter-exchange
- 15 carrier, would it be typical to see an extension from
- 16 30 days to 60 days?
- 17 A There is no typical.
- 18 Q Did you know of your own knowledge when you
- 19 wrote, "We have extended time," that that had actually
- 20 been done?
- 21 A No, I'm not aware.
- 22 Q Had you consulted with someone?
- 23 A No.
- 24 Q What were you relying on when you wrote that?
- 25 A I thought you meant if it had been done.

1 Q Yes, sir.

2 A We gave them additional time to pay.

3 Q How much additional time did you give him to  
4 pay?

5 A I don't remember how much the finance people  
6 gave him.

7 Q Issue 13 is characterized that "never  
8 provided TSI dedicated program as had been stated in  
9 contract."

10 And your response is, "Although this was not  
11 delivered, it has no impact on the outstanding amount  
12 generated by TSI."

13 What was the dedicated program you're both  
14 referring to?

15 A There are two means by which the customer can  
16 be connected, which is switch services and dedicated  
17 services.

18 Q Why wasn't the dedicated program delivered to  
19 TSI?

20 A I don't think they were ready to roll it out  
21 as of yet.

22 Q What did the dedicated program consist of?

23 A T1 access.

24 Q Is that an additional charge for the T1?

25 A Yes, they were -- it's totally different

1 products which had its own terms and conditions.

2 Q Why do you say, "Although this was not  
3 delivered" rather than although TSI was not ready for  
4 this?

5 A Because I'm not a lawyer, and I wasn't  
6 thinking like you.

7 Q You say it was TSI's responsibility that the  
8 program was not delivered?

9 A I don't remember the specifics, but I know it  
10 wasn't delivered.

11 Q Could it have been delivered ATCs  
12 responsibility, since you don't remember the specifics?

13 A Could be a number of things.

14 Q The \$400,000 that was the focus in this  
15 letter, how much of that was less than 30 days?

16 A I don't know.

17 Q Some part of it was, though?

18 A I don't know.

19 Q Well, at TSI --

20 A There's records showing that.

21 Q TSI was still hooked up on March 1992, weren't  
22 they?

23 A If you say so.

24 Q So some part of that is less than 30 days?

25 A I don't know.

1 Q Some part has to be less than 60 days?

2 A I don't know.

3 MR. PARSONS: Mark this as number six.

4 (Thereupon, Exhibit Number 6 was marked for  
5 identification.)

6 BY MR. PARSONS:

7 Q Mr. McGlashan, I'm handing you Exhibit Number  
8 6 in your deposition from Joel Esquenazi to you, dated  
9 March 19, 1992.

10 Let me just ask you, sir, if you received  
11 Exhibit Number 6 in the mail?

12 A I don't know if I did.

13 Q Do you recognize Exhibit Number 6?

14 A Yes.

15 Q In what regard do you recognize it, Mr.  
16 McGlashan?

17 A It seems to me to be a response to the letter  
18 that we gave him.

19 Q Do you have any doubt that this is the  
20 response that Joel Esquenazi wrote and you received in  
21 the mail?

22 A I think I received it.

23 MR. PARSONS: Mark this number seven.

24 (Thereupon, Exhibit Number 7 was marked for  
25 identification.)

1 BY MR. PARSONS:

2 Q Mr. McGlashan, I'm handing you Exhibit Number  
3 7 in your deposition, which is also the second exhibit  
4 in the Boca Raton deposition, which is a letter from  
5 Mr. Irwin Frost, a lawyer to yourself dated June 10,  
6 1992.

7 Do you recognize this letter, sir?

8 A Yes.

9 Q Did you receive this letter in the mail?

10 A Yes.

11 Q Do you see the handwriting on the second page  
12 of the letter?

13 A Yes.

14 Q Whose handwriting is that?

15 A Don't know.

16 Q Is it yours?

17 A No.

18 Q What are the attachments to the letter?

19 A Like what?

20 Q Like the first four pages which seem to be  
21 customer lists or account lists?

22 A What are what?

23 Q What are they?

24 A Looks like 800 stuff we've been discussing.  
25 When they were disconnected, we kept them on line.

1 Some of them required us to make them customers, and  
2 some of them were just kept on line.

3 Q In reference to Mr. Frost's letter to  
4 reactivating the 800 customers, were there some 800  
5 customers that were disconnected and had to be  
6 reactivated?

7 A I don't remember specifically what went on  
8 there. But some of them either changed their numbers,  
9 weren't any longer with us; in other words, they moved  
10 services to somebody else. So if we didn't have them,  
11 I couldn't activate what I didn't have.

12 Q Do you see the last two pages which purport to  
13 be "standard taped format" -- do you know what that is?

14 A No, hold on. Let me look. Looks like some  
15 kind of billing format.

16 Q Mr. McGlashan, I'm going to hand you a  
17 document marked as Exhibit Number 10 in our Boca Raton  
18 deposition earlier, which purports to be a two-page  
19 letter from Joel Esquenazi to yourself dated December  
20 15, 1992, with handwriting on it.

21 Can you tell me, sir, if you recognize this  
22 exhibit?

23 A Yes.

24 Q Did you receive this letter in the mail, sir?

25 Q Yes, I remember this.

1           Q     Whose handwriting is on this letter at the top  
2     and middle and the bottom?

3           A     Mine.

4           Q     Can you tell me what order the handwriting was  
5     put on the letter?

6           A     I couldn't tell you that. Probably was put  
7     there altogether here. I'm giving you scenarios here.  
8     When I get a letter like this, I discuss it with Bill  
9     Anderson, and he tells me which direction he wants me  
10    to go.

11          Q     Was Bill Anderson the attorney for ATC at the  
12    time?

13          A     Yes.

14          Q     You discussed it with him?

15          A     Yes.

16          Q     I see at the bottom "do not settle," is that  
17    your reaction to this letter?

18          A     No.

19          Q     Where did that come from?

20          A     Probably Bill's advice to us.

21          Q     Did you make a counterproposal to TSI on  
22    settling on terms that were suitable to ATC?

23          A     I don't think we did. I don't remember if we  
24    did. Understand, I left the company, so I don't know.

25          Q     Was your attitude before you left after

1 discussing with Bill Anderson simply we won't settle  
2 period on any terms?

3 A These terms were not favorable terms.

4 Q But you also didn't propose favorable terms in  
5 a counter, did you?

6 A We didn't necessarily want to buy the company.  
7 This is about collecting \$400,000, not about buying the  
8 company. So we moved from collecting \$400,000 to  
9 paying him \$2 million, so I guess we were still  
10 focusing on the \$400,000.

11 Q Is there a written response to Exhibit Number  
12 10?

13 A Would have come from Bill.

14 Q So, no, not to your knowledge?

15 A I don't know.

16 Q Mr. McGlashan, I'm going to hand you Boca  
17 Raton Exhibit Number 11, which purports to be a letter  
18 from -- pardon me, memorandum from you to Norman  
19 Klugman dated November 29, 1992; is this in fact your  
20 memorandum, sir?

21 A Yes.

22 Q Could you read it out loud, it's short.

23 A TSI class action suit against ATC would like  
24 to sell their base to ATC. There are no billing per  
25 month. They are not on our network. This is as far as

1 I can take it.

2 Q Is the proposal you're referring to in Exhibit  
3 11 the same thing you were -- the proposal that you  
4 received in Exhibit Number 10?

5 A I couldn't tell you because 175 wouldn't catch  
6 two million, so there is a big discrepancy between  
7 that. Seems to be like they were somewhere else  
8 looking to sell their base, and they were with Jo  
9 Ambersely because he had left, and I think solicited  
10 him. He left our network and went with them. Then  
11 they had a problem over there in which they  
12 disconnected him, so he was offering us back the base  
13 from --

14 MR. GIMBEL: Excuse me -- they had a problem  
15 with them, what do you mean?

16 MR. PARSONS: It's not your examination quite  
17 yet, Tico.

18 I'll have the answer read back to you, if you  
19 like?

20 THE WITNESS: So I don't know what the  
21 situation was there, but it seems to me at that  
22 point when this was written when they got back in  
23 touch with us.

24 BY MR. PARSONS:

25 Q Were there any settlement discussions on the

1     \$400,000 that you claim was owed between ATC and TSI of  
2     any kind?

3           A     We tried. We really tried.

4           Q     When you say you tried, what do you mean by  
5     that?

6           A     I tried to get the money -- the \$400,000.

7           Q     How did you do that?

8           A     I think you have all the documentations there.  
9     To this date, we've not gotten any. Since I left, we  
10    didn't get any written -- we got four boxes of stuff to  
11    the office. And when we went through all of that, we  
12    couldn't come up with anything.

13          Q     Here's my question. After ATC disconnected  
14    TSI, did ATC take any steps to try to resolve the  
15    \$400,000 balance with TSI?

16          A     I don't know or remember what transpired after  
17    that.

18          Q     Well, in fact, wasn't it the case that ATC did  
19    not press TSI on the \$400,000 because ATC knew there  
20    were big holes in that number?

21               MR. GIMBEL: Objection.

22               THE WITNESS: No. I think you have to  
23    understand where ATC was at that time. Where ATC  
24    was at that time was that we were now doing -- we  
25    did about 40 acquisitions during that period of

1 time. And if I'm not mistaken, it's right about  
2 that time LDDS started to make overtures, so there  
3 was a lot of due diligence and stuff like that  
4 going on. So the organization between acquisitions  
5 and being acquired was very, very busy.

6 MR. PARSONS: Those are all the questions I  
7 have for you now.

8 Mr. Gimbel may have some questions for you,  
9 and I think the staff at PSC may also have some  
10 questions for you. And maybe Miss Welch as well.  
11 So, Tico, would you like to go next?

12 MR. GIMBEL: How does the staff prefer?

13 MR. OTTINOT: We would like to go next if,  
14 Tico, don't have any problem with that.

15 MR. GIMBEL: I have no objection to that.

16 MR. PARSONS: Please go ahead, sir.

17 CROSS-EXAMINATION

18 BY MR. OTTINOT:

19 Q Mr. McGlashan, my name is Hans Ottinot. I'm  
20 an attorney with the Public Service Commission. I'm  
21 located in Tallahassee. I want to addresses some of  
22 the issues involving the litigation.

23 I would like to ask you a few questions. If  
24 you don't understand the questions, please ask me to  
25 repeat the questions.

1           A     Yes.

2           Q     In your direct examination, you stated that  
3     TSI service was eventually terminated for nonpayment.  
4     Did Telus or ATC provide TSI with sufficient support  
5     and information so that TSI could determine how much  
6     they owed Telus or ATC?

7           A     Could you repeat the last part of that again  
8     -- did what?

9           Q     Did Telus or ATC provide TSI with sufficient  
10    information or support so that TSI could determine how  
11    much money he owed?

12          A     Yes, they did.

13          Q     What type of information or support was  
14    provided?

15          A     Various reports from the billing and responses  
16    to all of what they alleged and --

17          Q     Could you be more specific?

18          A     I'm going back in my memory here. What we had  
19    done was we had assigned the analyst to work with TSI.  
20    We had numerous meetings with them about the  
21    outstanding issue. We asked for basically their  
22    documentation as to why this dispute was due. We got  
23    no response on any of the disputes. All we had was a  
24    letter that says we have a dispute.

25          Q     Let me ask you --

1           A     Go ahead.

2           Q     You indicated also that Telus or ATC responded  
3     to TSI's complaint about improper billing. How did  
4     Telus or ATC go about to remedy the billing problem if  
5     there were any between Telus or ATC and TSI?

6           A     I think at that time what was happening was  
7     there was a change in the billing systems, so credits  
8     were given, I don't know how many dollars or that,  
9     because that wasn't handled by me. And time was  
10    extended for them to pay. That's what I remember.

11          Q     Do you remember if Telus or ATC give TSI a 50  
12    percent discount off domestic rates and 40 percent  
13    discount off international rates after the contract was  
14    signed?

15          A     They gave him some discounts. I can't tell  
16    you specifically how those were factored into the  
17    process, but they did get concessions.

18          Q     You stated also you participated in that  
19    agreement between Telus and TSI. Were you Telus  
20    representative with final approval regarding the terms  
21    of the contract?

22          A     If I was the final --

23          Q     Were you the representative with final  
24    approval regarding the contract terms?

25          A     No, I happened to be the one who signed the

1 contract.

2 Q Do you recall who had the final approval or  
3 authority regarding the contract?

4 A No.

5 Q You also stated in your direct some TSI  
6 customers were kept, especially the 1-800 customers  
7 were kept on line, and they eventually became Telus or  
8 ATC customers, correct?

9 A No. What I said was two things. One, that  
10 when that occurred, that 800 numbers were disconnected  
11 or going to be disconnected for 800 services, there  
12 were turned up under -- we continued to keep them on  
13 line.

14 And, two, some of the questions -- some of the  
15 customers, because some were contacted, I don't know if  
16 they got in touch with all of them, I remember some  
17 requested that they didn't want to be served by TSI  
18 over time.

19 Q Did those customers become ATC or Telus  
20 customers?

21 A Some left -- some came.

22 Q Did Telus or ATC ever directly bill TSI  
23 customers in an effort to take away those customers  
24 from TSI?

25 A No, I don't think they did.

1 Q I have one last question, Mr. McGlashan.

2 A Sure.

3 Q You also stated that data is stored on hard  
4 disk before it is copied to a magnetic tape. How long  
5 was data held on the hard disk before it was backed up  
6 by magnetic tape?

7 A They do this on a daily basis, if my memory  
8 serves me right. And some switches, they might do it  
9 twice. But depending on the load of that switch.

10 Q That's the policy of the company?

11 A Yes. Because if you didn't, then the -- the  
12 hard drive is a backup. The real transfer is the X.25.  
13 Now, where you don't have any X.25, you're into the  
14 tape scenario, and you rely on the tape from the hard  
15 disk to the tape to get your billing information.

16 Q Did Telus or ATC ever provide any service to  
17 TSI for resale that TSI was not certificate to provide?

18 A Not to my knowledge.

19 MR. OTTINOT: No further questions. Thank  
20 you.

21 THE WITNESS: Okay.

22 CROSS EXAMINATION

23 BY MR. GIMBEL:

24 Q Just a couple questions.

25 Earlier, Mr. Parsons characterized one of your

1     answers in response to Exhibit Number 1, which was the  
2     contract between Telus and TSI. In restating your  
3     testimony, he used the term form contract, and I just  
4     want to ask you a few questions about that.

5           A     Okay.

6           Q     Correct me if I'm wrong, but my understanding  
7     is that at this time there were two resellers that  
8     Telus doing business with; is that correct, or do you  
9     recall?

10          A     We had another reseller -- I think MidAtlantic  
11     out of Virginia was like a traffic exchange.

12          Q     Do you recall any other resellers that Telus  
13     had contracts with?

14          A     Switchless reseller?

15          Q     Yes.

16          A     No.

17          Q     So when you say that this is a form contract  
18     -- and frankly I didn't hear you use that term -- I'm  
19     trying to understand what -- did you use that term with  
20     respect to this that this was a form contract that  
21     Telus provided?

22          A     In other words, this is not a standard -- we  
23     were not a wholesaler. Wholesalers deals with  
24     resellers. We were a long distance carrier, which  
25     means we were more in the switch business than we were

1 in the hooking up fifteen T1s to different customers,  
2 which under those scenarios that's when you would go  
3 into your contract mode. By virtue of the fact that we  
4 are switchless, it would therefore mean that we would  
5 follow whatever prototype we had. This is not a  
6 prototype we had, so we had to have some arrangements  
7 to accommodate what he wanted to do.

8 Q And prior to the execution of this document --

9 A Which document, Exhibit 1?

10 Q The contract. Exhibit 1.

11 A Yeah.

12 Q Were there negotiations between Telus  
13 representatives and Joel Esquenazi?

14 A Yeah. There were several meetings that we  
15 had.

16 Q Were those negotiations over products and  
17 services and rates?

18 A How it would have been put together, yes.

19 Q And did Joel Esquenazi have input into how  
20 that all would unfold?

21 A Yes.

22 Q Now, you also mentioned -- and do you know for  
23 a fact that Joel participated in those discussions?

24 A Carlos wasn't there at the time.

25 Q Carlos Rodriguez was not there at the time?

- 1           A     No.
- 2           Q     So it would have been Joel Esquenazi?
- 3           A     Right.
- 4           Q     You also mentioned some lawyers earlier, and  
5           one of the names you mentioned was Bill Anderson. And,  
6           again, I want to clarify, I don't want to misstate.  
7           But I thought you said something to the effect that  
8           Bill was responsible for written agreements with  
9           customers. My question is, do you know whether or not  
10          Bill Anderson participated in the negotiation of this  
11          contract with Joel Esquenazi -- Exhibit 1 to your  
12          agreement?
- 13          A     No, he was at ATC. This was at Telus.
- 14          Q     So he was not even with the company at that  
15          time?
- 16          A     No.
- 17          Q     When Mr. Parsons took you through the  
18          correspondence -- and I did not receive copies that  
19          have the exhibits attached -- here they are, hold on.  
20                 When he took you through these exhibits -- by  
21          these exhibits, I'm referring to Boca 11 -- which is a  
22          memo from you on the fact that Joel was trying to get  
23          ATC to buy his company?
- 24          A     Right.
- 25          Q     And then the September 15th, '92, memo that

1 contains the words "do not settle" at the bottom, and  
2 the March 19th letter, which is Exhibit 5, March 19,  
3 '92, from you to Joel, where you responded to the  
4 issues listed on there, and then --

5 A That's later following.

6 Q Yes. Exhibit 6 that followed that?

7 A Right.

8 Q At that time, Mr. Parsons asked you with  
9 respect to your response to one of the issues that you  
10 extended the time for payment?

11 A Right.

12 Q And he was asking you how much time you  
13 extended. Let me ask you this, now, do you know  
14 whether or not at that time, the same time this  
15 correspondence was going on, whether or not Joel  
16 Esquenazi was moving his customers to another carrier?

17 A We felt he was.

18 Q If he was, would that be reflected in a  
19 decline in usage charges?

20 A Yes.

21 Q Did he tell you at any point in time that  
22 that's in fact what he was doing?

23 A No. I think we found out about that through  
24 our sources.

25 Q So assuming that were the case, that he was

1 moving his customers off, around this time in March '92  
2 and perhaps even earlier, then the most recent billings  
3 would have been due for maybe 30 days or less would  
4 have been significantly -- would have been a much  
5 smaller piece of that \$400,000 pie, than if he was  
6 still maintaining his current rate of pay; is that  
7 correct?

8 MR. PARSONS: Objection to form.

9 BY MR. GIMBEL:

10 Q You're allowed to answer.

11 A Yes.

12 Q Would you be able to tell from a comparison of  
13 the billings -- strike that.

14 I think that's it.

15 REDIRECT EXAMINATION

16 BY MR. PARSONS:

17 Q One follow-up question, sir.

18 In March '92, at the time of the  
19 correspondence Mr. Gimbel referred to, what was the  
20 threat of disconnection looming for TSI from ATC?

21 A The amount outstanding was very serious at  
22 that point.

23 Q Was it serious enough so that disconnection  
24 was in the air?

25 A I don't think an immediate disconnection,

1 because we tried to still work off the balances. We  
2 put him on notice.

3 Q A disconnection might be imminent?

4 A Yes, if we didn't get our moneys from him.

5 MR. PARSONS: Thank you, sir. I think that's  
6 all we have today.

7 Mr. McGlashan, you have a right to read the  
8 transcript to insure that it was transcribed  
9 accurately. And you'll get a notice from the court  
10 reporter about when it where you can do that. You  
11 can also waive that right. It's up to you.

12 THE WITNESS: I want to read.

13 MR. GIMBEL: Did you all have any follow-up  
14 questions?

15 MR. OTTINOT: No further questions.

16 MR. PARSONS: I think we're going to adjourn  
17 this deposition.

18 (Thereupon, the deposition was concluded  
19 at 1:20 p.m.)

20 \_\_\_\_\_  
21 Deponent

22 Sworn to and subscribed before me this

23 \_\_\_\_ day of \_\_\_\_\_ 1998.

24 \_\_\_\_\_  
25 Notary Public

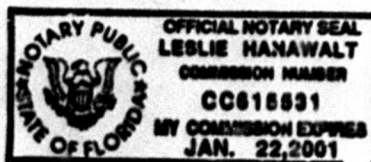
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CERTIFICATE OF OATH

STATE OF FLORIDA  
COUNTY OF BROWARD

I, the undersigned authority, certify that  
RUDY MCGLASHAN personally appeared before me and was  
duly sworn.

WITNESS my hand and official seal this 30th  
day of May, 1998.

Leslie Hanawalt  
Leslie Hanawalt  
Notary Public-State of Florida



## REPORTER'S DEPOSITION CERTIFICATE

STATE OF FLORIDA  
COUNTY OF BROWARD

I, LESLIE HANAWALT, a Shorthand Reporter,  
certify that I was authorized to and did  
stenographically report the deposition of RUDY  
MCGLASHAN; that a review of the transcript was  
requested; and that the transcript is a true record of  
the testimony given by the witness.

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 30th day of May, 1998

Leslie Hanawalt  
Leslie Hanawalt  
Shorthand Reporter

**CORRECTIONS TO THE DEPOSITION OF**

**RUDY MCGLASHAN**

**PAGE NO.**

LINE NO.

**CORRECTION OR CHANGES**

Sworn to and subscribed before me this  
day of \_\_\_\_\_, 1998.

**Notary Public-State of Florida**  
**My Commission No:**  
**Exp:**

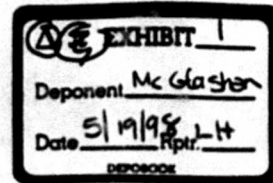
EXHIBIT \_\_\_\_\_  
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FPSC-RECORDS/REPORTING

**EXHIBIT** \_\_\_\_\_  
**(RM - 1)**



**AGREEMENT**

**BY AND BETWEEN**

**TELUS COMMUNICATIONS, INC.**

**AND**

**TELECOMM SERVICES INC.**

**JULY 1989**

**EXHIBIT A**

**ON-NET INTERSTATE**

<b><u>LATA</u></b>	<b><u>CITY</u></b>
128	Boston
132	New York
222	Delaware Valley
224	North Jersey
228	Philadelphia
234	Pittsburgh
236	Washington, D.C.
238	Baltimore
320	Cleveland
322	Youngstown
324	Columbus
325	Akron
328	Dayton
336	Indianapolis
340	Detroit
348	Grand Rapids
358	Chicago
422	Charlotte
426	Raleigh
438	Atlanta
470	Nashville
490	New Orleans
520	St. Louis
552	Dallas
560	Houston
628	Minneapolis
656	Denver
722	San Francisco
730	Los Angeles
920	Connecticut

## AGREEMENT

This Agreement is entered into on July 7<sup>th</sup>, 1989, by and between Telus Communications, Inc., a Florida corporation with an office at 1020 N.W. 163 Drive, Miami, Florida 33169, (hereinafter "Telus"), and Telecomm Services Inc. a Florida corporation with an office at \_\_\_\_\_ (hereinafter "T.S.I.") .

Whereas, T.S.I. desires to receive the services described in the Service Descriptions and related Exhibit A attached hereto and incorporated herein (hereinafter the "Service") from Telus, and Telus is willing to provide the Service pursuant to the terms and conditions set forth herein:

Now, therefore, T.S.I. and Telus hereby mutually agree as follows:

### GENERAL SCOPE OF SERVICE

Telus and T.S.I. agree that Telus will perform the following services listed below under the following terms and conditions contained in this document.

1. Act as agent for all T.S.I. customers in interfacing with Local Exchange Carriers (LEC) and or Interexchange

- carriers (IXC) for processing of service orders related to switched access for installation of new or additional service and or disconnection of said service and/or cancellation of said service per T.S.I. request.
2. Switch traffic from all Telus' Fg-A originating groups from Telus' switching sites.
  3. To bill and receive revenue at our P. O. Box from billable records as reported by the DSC 400 switching system generated from completed calls for T.S.I. customers identified by auth codes. Billing would extend to actual mailing of each invoice by Telus to all T.S.I. customers.
  4. To generate end of month reports relevant to traffic distribution and tape output of relevant T.S.I. CDR, call distribution reports.

#### TERMS AND AGREEMENT

The minimum term of this agreement will be 1 year which will commence at the signing of this contract.

### PAYMENT & DEPOSITS DISPUTES

Telus reserves the right to require a deposit in the event it is determined that T.S.I. has been delinquent in its payment to Telus for services rendered.

### METHOD OF SERVICE

All T.S.I. customers will be turned up through FG-A facilities with the use of Dialers. The Dialers Purchase, Installation and Maintenance will be the sole responsibility of T.S.I. Each T.S.I. customer will be assigned with an auth code to access Telus' network on a customer by customer basis to a designated point of contact at T.S.I.

### DOMESTIC TRAFFIC

The Rate Structure will be as outlined below for Domestic and International traffic. Traffic is divided into four areas.

IntraLATA Traffic or (South East traffic LATA 460)

InterLATA Traffic (Originating South East  
Terminating outside of LATA 460)

Interstate Private Lines (Originating South East  
Terminating Interstate on Net\*)

Interstate all other areas.

The rates quoted will be for all periods i.e. Day/Evening/Night-Weekend. All calls will be billed in 6 second increments.

COST PER MINUTE

	Day	Evening	N/Weekend
IntraLATA	.12	.12	.12
InterLATA	.125	.125	.125
Interstate on NET	.14	.14	.14
Interstate All Other	.15	.15	.15

\*All interstate on NET will be defined in Exhibit A.

INTERNATIONAL RATES

International traffic will be at rates currently filed in Telus' Tariff but will be billed to T.S.I. full minute rounding for the first minute and 6 second increments for each additional minute.

1-800 TRAVEL

In the event T.S.I. customers require a 1-800 travel number, Telus will provide a specific 1-800-780-XXXX for this purpose. This number will be accessed through an auth code which will be assigned per customer. The rates will be as follows:

	DAY	EVENING	NIGHT
1-800	.195		

1-800 NXX-XXXX ASSIGNED

In the event each T.S.I. customer requires a full 1-800-780-XXXX to be assigned exclusively for their purpose, Telus will do the necessary translation to achieve this at the rates listed below:

	<u>COST PER MINUTE</u>		
	DAY	EVENING	NIGHT
1-800	.21		

Fixed charge of \$5 per 800 number per month.

FRAUD

Due to the nature of access, Telus will hold T.S.I. liable and responsible for all fraud which might occur on the auth codes assigned. Telus will offer the full capability of its resources to monitor those auth codes for fraud but will not assume or be responsible for any determined fraud as a result of its monitoring.

CANCELLATION

If T.S.I. cancels this agreement within the initial term agreed for any reason or reasons other than a material breach of the terms and conditions contained herein, T.S.I. will be liable for the minimum charge per month as contained in this agreement for that period of time from the date of

receipt of cancellation to the end of the agreed upon term. T.S.I.'s failure to obtain or maintain any necessary certificates, permits, licenses or other authority required to receive Services or to maintain Equipment on the premises at each of T.S.I.'s sites.

#### MINIMUM CHARGE

Telus will require T.S.I. to pay a minimum charge per month equating to the total monthly billing or a fixed charge of \$5,000 per month if T.S.I. proposes to cancel this agreement outside the terms of this agreement under the cancellation clause.

#### SUSPENSION AND/OR TERMINATION OF SERVICE

In the event payment in full is not received from T.S.I. by Telus or on before the due date as described in this agreement, Telus shall have the right, on or after the tenth calendar day after Telus has given T.S.I. written notice of non-payment in accordance with this agreement temporarily suspend all Service to T.S.I. (either completely or only with respect to any affected Segments, as Telus may at its option elect) until such time as T.S.I. has paid in full all arrearages, including any late fees of 1 1/2% specified herein, or to terminate Service (either completely or only with respect to any affected Segments, as Telus may at its option elect), at Telus' option. Further, the Service provided by Telus to T.S.I. is subject to the condition that

it will not be used by T.S.I. for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by Telus, at Telus' option, if any such prohibited use occurs.

#### INDEMNIFICATION

In no event shall Telus or T.S.I. be liable to the other for any incidental, indirect consequential or special damages, or loss of revenues or profits, whether or not either party has been notified of the possibility of such damages.

#### FORCE MAJEURE

Any other term or provision in this Agreement to the contrary notwithstanding, Telus shall not be liable to T.S.I. or any other person, firm or entity for any failure of performance hereunder if such failure is due to any causes or causes beyond the reasonable control of Telus, which causes shall include, without limitation, acts of God, fire, flood, power failures, explosion, vandalism, cable cut, storm or other similar occurrences; any law, order regulation, direction, action or request of the United States government, or of any other government, including state and local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties; or shortages of equipment or supplies, breaches, unavailability of transportation, acts or omissions or anyone (other than the intentional or negligent

actions of Telus or its agents). If Telus' failure of performance by reason of force majeure specified above shall be for (i) thirty (30) days or less, then this Agreement shall remain in effect, but an appropriate percentage of charges shall be abated in the discretion and determination of Telus; and (ii) more than thirty (30) days, then this Agreement may be cancelled by either party without liability whatsoever on the part of any party.

This Agreement shall be binding on Customer and its respective successors and assigns. Customer may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of T.S.I., which agreement shall not be unreasonably withheld. T.S.I. may terminate this Agreement in the event of a change in control of Customer without T.S.I.'s prior written consent.

This offer shall remain open and be capable of being accepted by Customer until July 1, 1989. Any and all prior offers made to Customer, whether written or oral, shall be superseded by this offer. Exclusive of any Tariff modifications initiated by T.S.I., once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TELECOMM SERVICES INC.  
A Florida Corporation

By: [Signature]

Title: PRESIDENT.

Date: 7/7/89

) Notary Public in the  
) State of FLA.

Neil Backman  
7/7/89  
Date  
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JAN. 24, 1992.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires:

TELUS COMMUNICATIONS, INC.  
A Florida Corporation

By: [Signature]

Title: Vice President

Date: July 7 1989

) Notary Public in the  
) State of FLA.

Neil Backman  
7/7/89  
Date  
NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: JAN. 24, 1992.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission expires:

ADDENDUM TO CONTRACT BETWEEN  
TELUS COMMUNICATIONS, INC. AND  
TELECOM SERVICES, INC.

Telus will provide installation of dialers for TSI  
at a rate of \$10.00 per line.

Maintenance of these dialers will be done by TSI.

The \$10.00 charge covers installation only.

  
TELUS COMMUNICATIONS, INC.

  
TELECOM SERVICES, INC.

*Canada*

3-6

RATE	
1st MIN	ADD'L MIN
0.5500	0.5200
0.6100	0.6000
0.6400	0.6300
0.6700	0.6600
0.7000	0.6900

6-11

RATE	
1st MIN	ADD'L MIN
0.3500	0.3300
0.3900	0.3900
0.4100	0.4000
0.4300	0.4200
0.4500	0.4400

KEND 11-8

RATE	
1st MIN	ADD'L MIN
0.2200	0.2000
0.2400	0.2400
0.2500	0.2500
0.2600	0.2600
0.2800	0.2700

*Hawaii  
Alaska  
are your  
present rates  
to Domestic  
area (Interstate)*

*Mexico*

52	Mexico	7AM-7PM	Mon-Fri	\$1.85	\$1.50
		5PM-12MID	Sat, Sun	\$1.81	\$1.50

7PM-7AM	Mon-Fri	\$1.25	\$1.02
12MID-5PM	Sat, Sun	\$1.25	\$1.02

INTERNATIONAL LOCATIONS  
AND SERVICE RATES

TELECOMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME-- 1ST MIN ADD'L MIN		DISCOUNT TIME	--DISCOUNT TIME-- 1ST MIN ADD'L MIN		ECONOMY TIME	---ECONOMY TIME--- 1ST MIN ADD'L MIN	
Algeria	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
American Samoa	5PM-11PM	\$3.87	\$1.44	10AM-5PM	\$2.91	\$1.09	11PM-10AM	\$2.32	\$0.86
Andorra	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Anguilla	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.88	\$0.59
Antigua	4PM-10PM	\$1.57	\$1.03	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Argentina	8AM-6PM	\$2.20	\$0.94	6PM-12AM	\$1.65	\$0.71	12MID-8AM	\$1.55	\$0.66
Aruba	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.88	\$0.59
Ascension Island	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Australia	2PM-8PM	\$2.98	\$1.14	8PM-3AM	\$2.30	\$0.87	3AM-2PM	\$2.16	\$0.80
Austria	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Bahamas	8AM-5PM	\$1.07	\$0.72	5PM-11PM	\$0.79	\$0.54	11PM-8AM	\$0.75	\$0.51
Bahrain	8AM-3PM	\$3.43	\$1.24	9PM-8AM	\$2.56	\$0.93	3PM-9PM	\$2.07	\$0.74
Bangladesh	6PM-1AM	\$4.89	\$2.83	1AM-11AM	\$3.67	\$1.52	11AM-6PM	\$2.93	\$1.21
Barbados	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Belgium	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Belize	5PM-11PM	\$2.45	\$1.05	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Benin	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Bermuda	8AM-5PM	\$1.26	\$0.84	5PM-11PM	\$0.93	\$0.63	11PM-8AM	\$0.75	\$0.50
Bolivia	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Brazil	8AM-6PM	\$2.16	\$0.93	6PM-12AM	\$1.65	\$0.71	12MID-8AM	\$1.55	\$0.66
British Virgin Isls	8AM-5PM	\$1.47	\$0.98	5PM-11PM	\$1.09	\$0.74	11PM-8AM	\$0.88	\$0.59
Brunei	5PM-11PM	\$3.95	\$1.47	10AM-5PM	\$2.97	\$1.11	11PM-10AM	\$2.37	\$0.88
Bulgaria	1PM-2AM	\$2.22	\$1.24	7AM-1PM	\$1.66	\$0.93	2AM-7AM	\$1.32	\$0.74
Cameroon	6AM-12NOON	\$2.58	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Cayman Islands	8AM-5PM	\$1.57	\$1.05	5PM-11PM	\$1.17	\$0.79	11PM-8AM	\$0.94	\$0.63
Chile	8AM-6PM	\$2.59	\$1.10	6PM-12AM	\$1.94	\$0.83	12MID-8AM	\$1.55	\$0.66
China	5PM-2AM	\$5.57	\$1.47	2AM-11AM	\$4.17	\$1.11	11AM-5PM	\$3.34	\$0.88
Columbia	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Costa Rica	5PM-11PM	\$2.45	\$1.05	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Cyprus	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Czechoslovakia	7AM-1PM	\$2.22	\$1.24	1PM-12AM	\$1.59	\$0.90	12AM-7AM	\$1.44	\$0.81
Denmark	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Dominica	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
East Germany	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Ecuador	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Egypt	1PM-2AM	\$2.70	\$1.38	7AM-1PM	\$2.03	\$1.03	2AM-7AM	\$1.61	\$0.83
El Salvador	5PM-11PM	\$2.45	\$1.05	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Ethiopia	1PM-2AM	\$2.70	\$1.38	7AM-1PM	\$2.03	\$1.03	2AM-7AM	\$1.61	\$0.83

INTERNATIONAL LOCATIONS  
AND SERVICE RATES

TELUS COMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME--		DISCOUNT TIME	--DISCOUNT TIME--		ECONOMY TIME	---ECONOMY TIME---	
		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN
Fiji Islands	5PM-2AM	\$3.95	\$1.47	9AM-5PM	\$2.97	\$1.11	2AM-9AM	\$2.37	\$0.88
Finland	7AM-1PM	\$2.16	\$1.21	1PM-6PM	\$1.62	\$0.91	6PM-7AM	\$1.29	\$0.72
France	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
French Antilles	8AM-5PM	\$1.57	\$1.05	5PM-11PM	\$1.17	\$0.79	11PM-8AM	\$0.94	\$0.63
French Guiana	8AM-6PM	\$2.59	\$1.10	6PM-12AM	\$1.94	\$0.83	12MID-8AM	\$1.55	\$0.66
French Polynesia	5PM-11PM	\$3.87	\$1.44	10AM-5PM	\$2.91	\$1.09	11PM-10AM	\$2.32	\$0.86
Gabon Republic	6AM-12NOON	\$2.58	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Gambia	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Gibraltar	7AM-1PM	\$2.16	\$1.21	1PM-6PM	\$1.62	\$0.91	6PM-7AM	\$1.29	\$0.72
Greece	7AM-1PM	\$1.83	\$1.03	1PM-6PM	\$1.38	\$0.77	6PM-7AM	\$1.29	\$0.72
Guadeloupe	8AM-5PM	\$1.57	\$1.05	5PM-11PM	\$1.17	\$0.79	11PM-8AM	\$0.94	\$0.63
Guam	5PM-11PM	\$3.29	\$1.22	10AM-5PM	\$2.47	\$0.93	11PM-10AM	\$2.32	\$0.86
Guantanamo Bay	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Guatemala	5PM-11PM	\$2.45	\$1.05	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Guyana	8AM-6PM	\$2.98	\$1.28	6PM-12AM	\$2.23	\$0.97	12MID-8AM	\$1.78	\$0.77
Honduras	5PM-11PM	\$2.43	\$1.04	8AM-5PM	\$1.83	\$0.78	11PM-8AM	\$1.45	\$0.63
Hong Kong	5PM-11PM	\$2.98	\$1.14	10AM-5PM	\$2.30	\$0.87	11PM-10AM	\$2.16	\$0.80
Hungary	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Iceland	1PM-8PM	\$2.22	\$1.24	7AM-1PM	\$1.66	\$0.93	8PM-7AM	\$1.32	\$0.74
India	6PM-1AM	\$4.22	\$2.42	1AM-11AM	\$3.17	\$1.83	11AM-6PM	\$2.93	\$1.66
Indonesia	5PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-5PM	\$2.37	\$0.88
Ireland	7AM-1PM	\$1.59	\$0.96	1PM-6PM	\$1.19	\$0.72	6PM-7AM	\$1.12	\$0.68
Israel	8AM-5PM	\$2.93	\$1.05	12AM-8AM	\$2.19	\$0.79	5PM-12AM	\$2.07	\$0.74
Italy	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Ivory Coast, Rep	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Jamaica	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.88	\$0.59
Japan	2PM-8PM	\$2.98	\$1.14		\$2.30	\$0.87	3AM-2PM	\$2.16	\$0.80
Jordan	8AM-5PM	\$3.45	\$1.24	12AM-8AM	\$2.58	\$0.93	5PM-12AM	\$2.07	\$0.74
Kenya	7AM-5PM	\$2.70	\$1.38	5PM-1AM	\$2.03	\$1.03	1AM-7AM	\$1.61	\$0.83
Korea	2PM-8PM	\$3.95	\$1.47	8PM-3AM	\$2.97	\$1.11	3AM-2PM	\$2.37	\$0.88
Kuwait	7AM-5PM	\$2.70	\$0.97	5PM-1AM	\$2.02	\$0.72	1AM-7AM	\$1.91	\$0.68
Lesotho	7AM-5PM	\$2.58	\$1.32	5PM-1AM	\$1.94	\$0.98	1AM-7AM	\$1.54	\$0.79
Liberia	6AM-12NOON	\$2.58	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Libya	6AM-12NOON	\$2.58	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Liechtenstein	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Luxembourg	7AM-1PM	\$2.16	\$1.21	1PM-6PM	\$1.62	\$0.91	6PM-7AM	\$1.29	\$0.72
Norway	5PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-5PM	\$2.37	\$0.88
Malawi	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83

INTERNATIONAL LOCATIONS  
AND SERVICE RATES

TELUS COMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME-- 1ST MIN ADD'L MIN	DISCOUNT TIME	--DISCOUNT TIME-- 1ST MIN ADD'L MIN	ECONOMY TIME	---ECONOMY TIME--- 1ST MIN ADD'L MIN
Malaysia	5PM-2AM	\$3.95 \$1.47	2AM-11AM	\$2.97 \$1.11	11AM-5PM	\$2.37 \$0.88
Monaco	7AM-1PM	\$1.63 \$0.92	1PM-6PM	\$1.23 \$0.69	6PM-7AM	\$1.15 \$0.64
Montserrat	4PM-10PM	\$1.57 \$1.05	7AM-4PM	\$1.17 \$0.79	10PM-7AM	\$0.94 \$0.63
Morocco	6AM-12NOON	\$2.58 \$1.32	12NOON-5PM	\$1.94 \$0.98	5PM-6AM	\$1.54 \$0.79
Namibia	6AM-12NOON	\$2.11 \$1.08	12NOON-5PM	\$1.59 \$0.80	5PM-6AM	\$1.26 \$0.65
Netherlands	7AM-1PM	\$1.63 \$0.94	1PM-6PM	\$1.29 \$0.75	6PM-7AM	\$1.15 \$0.64
Netherlands Antilles	8AM-5PM	\$1.47 \$0.98	5PM-11PM	\$1.09 \$0.74	11PM-8AM	\$0.88 \$0.59
Nevia Islands	4PM-10PM	\$1.57 \$1.05	7AM-4PM	\$1.17 \$0.79	10PM-7AM	\$0.94 \$0.63
New Caledonia	5PM-11PM	\$3.95 \$1.47	10AM-5PM	\$2.97 \$1.11	11PM-10AM	\$2.37 \$0.88
New Zealand	5PM-11PM	\$3.29 \$1.22		\$2.47 \$0.93	11PM-10AM	\$2.32 \$0.86
Nicaragua	5PM-11PM	\$2.45 \$1.05	8AM-5PM	\$1.84 \$0.79	11PM-10AM	\$1.46 \$0.63
Nigeria	7AM-5PM	\$2.11 \$1.08	5PM-1AM	\$1.59 \$0.80	1AM-7AM	\$1.26 \$0.65
Norway	7AM-1PM	\$1.64 \$0.92	1PM-6PM	\$1.23 \$0.69	6PM-7AM	\$1.15 \$0.64
Oman	8AM-3PM	\$3.45 \$1.24	9PM-8AM	\$2.51 \$0.93	3PM-9PM	\$2.07 \$0.74
Pakistan	6PM-1AM	\$4.16 \$1.72	1AM-11AM	\$3.12 \$1.31	11AM-6PM	\$2.93 \$1.21
Panama	5PM-11PM	\$2.86 \$0.89	8AM-5PM	\$1.55 \$0.67	11PM-8AM	\$1.45 \$0.64
Papua New Guinea	5PM-11PM	\$3.87 \$1.44	10AM-5PM	\$2.91 \$1.09	11PM-10AM	\$2.32 \$0.86
Paraguay	8AM-6PM	\$2.59 \$1.10	6PM-12AM	\$1.94 \$0.83	12MID-8AM	\$1.55 \$0.66
Peru	4PM-12AM	\$2.59 \$1.10	7AM-4PM	\$1.94 \$0.83	12AM-7AM	\$1.55 \$0.66
Philippines	5PM-2AM	\$3.36 \$1.26	2AM-11AM	\$2.52 \$0.94	11AM-5PM	\$2.37 \$0.89
Poland	7AM-1PM	\$2.22 \$1.24	1PM-12AM	\$1.59 \$0.90	12AM-7AM	\$1.44 \$0.81
Portugal	1PM-8PM	\$1.89 \$1.05	7AM-1PM	\$1.41 \$0.79	8PM-7AM	\$1.32 \$0.74
Qatar	7AM-3PM	\$3.45 \$1.24	5PM-1AM	\$2.58 \$0.93	1AM-7AM	\$2.07 \$0.74
Romania	1PM-2AM	\$2.22 \$1.24	7AM-1PM	\$1.66 \$0.93	2AM-7AM	\$1.32 \$0.74
Saint Kitts	4PM-10PM	\$1.57 \$1.05	7AM-4PM	\$1.17 \$0.79	10PM-7AM	\$0.94 \$0.63
Saint Lucia	4PM-10PM	\$1.57 \$1.05	7AM-4PM	\$1.17 \$0.79	10PM-7AM	\$0.94 \$0.63
Saint Pierre/Miquelon	4PM-10PM	\$1.47 \$0.98	7AM-4PM	\$1.09 \$0.74	10PM-7AM	\$0.88 \$0.59
Saint Vincent	4PM-10PM	\$1.57 \$1.05	7AM-4PM	\$1.17 \$0.79	10PM-7AM	\$0.94 \$0.63
Salpan	5PM-11PM	\$3.87 \$1.44	10AM-5PM	\$2.91 \$1.09	11PM-10AM	\$2.32 \$0.86
San Marino	7AM-1PM	\$1.63 \$0.92	1PM-6PM	\$1.23 \$0.69	6PM-7AM	\$1.15 \$0.64
Saudi Arabia	7AM-5PM	\$2.64 \$0.97	5PM-1AM	\$2.02 \$0.72	1AM-7AM	\$1.91 \$0.68
Senegal	6AM-12NOON	\$2.70 \$1.38	12NOON-5PM	\$2.03 \$1.03	5PM-6AM	\$1.61 \$0.83
Singapore	5PM-11PM	\$2.98 \$1.14	10AM-5PM	\$2.30 \$0.87	11PM-10AM	\$2.16 \$0.80
South Africa	6AM-12NOON	\$2.11 \$1.08	12NOON-5PM	\$1.59 \$0.80	5PM-6AM	\$1.26 \$0.65
Spain	7AM-1PM	\$1.63 \$0.92	1PM-6PM	\$1.23 \$0.69	6PM-7AM	\$1.15 \$0.64
Sri Lanka	6PM-1AM	\$4.89 \$2.03	1AM-11AM	\$3.67 \$1.52	11AM-6PM	\$2.93 \$1.21
Suriname	8AM-6PM	\$2.59 \$1.10	6PM-12AM	\$1.94 \$0.83	12MID-8AM	\$1.55 \$0.66
Swaziland	6AM-12NOON	\$2.58 \$1.32	12NOON-5PM	\$1.94 \$0.98	5PM-6AM	\$1.54 \$0.79

INTERNATIONAL LOCATIONS  
AND SERVICE RATES

TELUS COMMUNICATIONS, INC.

	STANDARD TIME	--STANDARD TIME--		DISCOUNT TIME	--DISCOUNT TIME--		ECONOMY TIME	---ECONOMY TIME---	
		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN
Sueden	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Switzerland	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Taiwan	5PM-11PM	\$3.36	\$1.25	10AM-5PM	\$2.52	\$0.94	11PM-10AM	\$2.37	\$0.88
Tanzania	1PM-2AM	\$2.50	\$1.32	7AM-1PM	\$1.94	\$0.90	2AM-7AM	\$1.54	\$0.79
Thailand	5PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-5PM	\$2.37	\$0.88
Togo	6AM-12NOON	\$2.70	\$1.30	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Trinidad & Tobago	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Tunisia	6AM-12NOON	\$2.70	\$1.30	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Turk & Caicos Isls	8AM-5PM	\$1.47	\$0.90	5PM-11PM	\$1.09	\$0.74	11PM-8AM	\$0.88	\$0.59
Turkey	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Uganda	1PM-2AM	\$2.50	\$1.32	7AM-1PM	\$1.94	\$0.90	2AM-7AM	\$1.54	\$0.79
United Arab Emirates	8AM-3PM	\$2.70	\$0.97	9PM-8AM	\$2.02	\$0.72	3PM-9PM	\$1.91	\$0.68
United Kingdom	7AM-1PM	\$1.39	\$0.83	1PM-6PM	\$1.04	\$0.63	6PM-7AM	\$0.98	\$0.59
Uruguay	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Vatican City	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Venezuela	8AM-6PM	\$1.83	\$0.77	6PM-12AM	\$1.38	\$0.59	12AM-8PM	\$1.29	\$0.55
West Germany	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Yemen Arab Republic	8AM-3PM	\$3.45	\$1.24	9PM-8AM	\$2.50	\$0.93	3PM-9PM	\$2.07	\$0.74
Yugoslavia	1PM-2AM	\$2.22	\$1.24	7AM-1PM	\$1.66	\$0.93	2AM-7AM	\$1.32	\$0.74
Zaire	6AM-12NOON	\$2.70	\$1.30	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Zambia	6AM-12NOON	\$2.50	\$1.32	12NOON-5PM	\$1.94	\$0.90	5PM-6AM	\$1.54	\$0.79
Zimbabwe	6AM-12NOON	\$2.50	\$1.32	12NOON-5PM	\$1.94	\$0.90	5PM-6AM	\$1.54	\$0.79
Mexico	7AM-7PM	Mon-Fri	\$1.01	\$1.50	7PM-7AM	Mon-Fri	\$1.25	\$1.02	
	5PM-12MID	Sat, Sun	\$1.01	\$1.50	12MID-5PM	Sat, Sun	\$1.25	\$1.02	

# TELUS

TELUS COMMUNICATIONS INC

August 22, 1989

NATIONAL HEADQUARTERS  
1020 N.W. 163rd DR.  
MIAMI, FL 33169  
DACE (305) 624-2400  
BROWARD (305) 764-7005  
SALES (305) 624-8329

JACKSONVILLE  
3031 PHILLIPS HIGHWAY  
SUITE ONE  
JACKSONVILLE, FL 32216  
(904) 737-3300

PALM BEACH  
100 HYPOLEX ROAD  
SUITE 206  
PALM BEACH, FL 33462  
(813) 882-1118

ORLANDO  
1155 MCCORMY PLACE  
SUITE 205  
ORLANDO, FL 32803  
(407) 395-1617

MIAMI  
4555 PALM BEACH BLVD  
MIAMI, FL 33105  
(313) 693-2100

TAMPA  
5401 BEAUMONT CENTER BLVD.  
SUITE 580  
TAMPA, FL 33634  
(813) 386-2500

LICENSED BY  
FEDERAL  
COMMUNICATIONS  
COMMISSION  
FLORIDA PUBLIC  
SERVICE COMMISSION

Mr. Joel Esquenazi  
Telecom Services  
14869 S.W. 104th Street #1400  
Miami, Florida 33196

Dear Joel:

This letter shall serve to confirm your DAL/Carrier rates as per the contract initiated with Dennis on July 7, 1989.

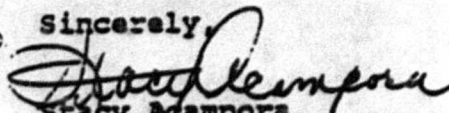
\*\*\* For one dedicated circuit, or a T-1, the rates are as follows:

.09 Intrastate (daytime)  
.12 Interstate (daytime)  
\$5.00 per port, per month recurring charge

In addition, you are now offered a evening/night/weekend calling card rate. It is .16 per minute, and will apply to all Telecom users.

Please advise me if you have any questions.

Sincerely,

  
Stacy Acampora  
Assistant to Vice President  
Administration  
:saa

cc: File

EXHIBIT \_\_\_\_\_  
(RM - 2)



TO: Mary Jo Daurio

FROM: Joel Esquenazi *JE*

DATE: March 13, 1991

<input checked="" type="checkbox"/> EXHIBIT 2
Deponent <u>Mc Glashan</u>
Date <u>5/19/98</u> Rptr. <u>LH</u>
DEPOSITOR

Dear Ms. Daurio;

Apparently there is a big discrepancy in your accounting and the actual amount owed to your company.

I have done a complete accounting of my accounts up to 2/91 usage.

My records indicate a completely different total to yours. After all deductions I made on your bills the total owed to ATC is \$155,008.87

I have sent you all records and deductions through the mail, due to the quantity of documents for your reviewal.

This balance will be paid in the following way:

I will send 50% of the Feb. 1991 charges on March 25, 1991 and the reminder of the balance on April 8, 1991 with an additional check of \$20,000.00

This will leave a balance of \$92,118.43.

When the March usage payment is due for the first 50% I will include an additional \$20,000.00 and on the second half of the payment, I will include the due payment and an additional \$20,000.00

On every due payment I will include the payment due and an additional \$20,000.00

This payment schedule will have the complete past due balance up to date by the end of May.

Should you have any questions concerning this payment schedule; please call me as soon as possible.

A FULL SERVICE COMMUNICATIONS COMPANY

12221 S.W. 129th Court • Suite 200 • Miami, Florida 33186 • Phone: (305) 251-2700 • Fax: (305) 251-2700

2466

TO: Mary J. Daurio  
FROM: Joel Engelhart  
DATE: March 13, 1991

Dear Ms. Daurio:

After reviewing my current balance due to your company, ATC, my accounting records indicate the following:

<u>USAGE AMOUNT</u>	<u>USAGE DATE</u>
\$40,143.71	8/90
\$38,974.08	10/90
\$41,708.40	11/90
\$43,037.38	12/90
\$48,030.01	1/91
\$42,830.44	2/91
<hr/>	
TOTAL OWED	\$270,136.77
	-90,000.00 Payment Sent
	<hr/>
	\$180,136.77

**TOTAL OWED UP TO 2/91 USAGE**

\$180,136.77  
+1,897.25 (Difference of check sent 2 times for usage of 3/90)  

---

\$186,034.02  
-9,990.62 (Calls unable to bill. Informed you of this on  
10/26/90. I requested to get the bills that were  
missing and we never got it and I got bill for it.)  

---

\$176,043.40  
-11,591.11 (Unanswered and double billed calls, please review  
records.)  

---

\$164,452.29  
-5,320.60 (Request to disconnect services on specified  
accounts, please review enclosed records.)  

---

\$159,131.69  
-3,122.82 (TSI's accounts billed by ATC and paid at ATC)  

---

\$156,008.87 Total balance due including usage up to 2/91.

EXHIBIT \_\_\_\_\_  
(RM - 3)

9.6 Kbps DDS - Point to Point

08-26-199

305-526 SBTC  
Miami, FL  
460 SE Florida

POP \* SBTC  
MIAMI, FL  
MIAMFL971MD

POP \* NYTC  
NEW YORK, NY  
NYCNY2RW15

718-244 NYTC  
Queens, NY  
132 New York Net

6 miles  
1 LEC channels  
DDS 9.6 Kbps

1095 miles  
1 ~~LEC~~ channels  
DDS 9.6 Kbps

13 miles  
1 LEC channels  
DDS 9.6 Kbps

Inter-State Inter-LATA.

Priced using Inter-State Inter-LATA rates.

Term commitment (months)  
Revenue commitment

Distance	\$58.20	\$495.31 *	\$52.59	
Terminations	\$140.00		\$164.02	
Coordination				
Signal/Cond				
Access sur				
Other				
				TOTALS
Monthly	\$198.20	\$495.31	\$216.61	\$910.1
NRC	\$845.00	300 —	\$530.42	1675.4

4400

\$1700.50  
10/15/90

Two yr @ 482.28

EXHIBIT 3  
Deponent McGlashan  
Date 5/19/98 Rptr. LT  
2500000

2683



TELECOMMUNICATION SERVICES INC.

September 5, 1991

ATC  
1515 S. Federal Hwy.  
Boca Raton, Fla. 33432

The following items are issues that have caused our company, TSI, immense problems/concerns:

- 1) <sup>Mary Jo</sup> TSI accounts continually being billed by ATC. <sup>Betty</sup>
- 2) <sup>Mary Jo</sup> TSI accounts receiving sales literature, calling cards, etc. in the mail. reject TSI anis - Mary Jo
- 3) Our bills are sent each month at varying dates, sometimes as late as one month. - By 10-15<sup>th</sup> of Mo - Phil - Joel's Solution 25% 1st 15 days after receipt } OK of Phil  
25% 2nd 15 days dep
- 4) Double-billing by ATC.
- 5) Over-billing by ATC.
- 6) ATC has never provided us with a dedicated wats program as originally promised. Clara Magtape CRS?
- 7) The conversion to the new billing system that was discussed originally 5/20/91 causing major financial impact to TSI and has moved very slowly.
- 8) Poor handling of our account, especially considering we'll do approximately \$1.5 million of sales in 1991.
- 9) Too many individuals contacting us and no consistency of communications.
- 10) Lack of program to effectively switch all new anis via Southern Bell.
- 11) Lack of contract.
- 12) Future of ATC (i.e. will it be bought out?, and if so insure our contract being "Grandfathered"?)

2684

### ISSUES

- 1 - Customers billed by ATC and receiving all forms of literature
- 2 - Customer's 1-800 numbers were assigned to TSI customers were then given to ATC customers.
- 3 - New ani's submitted to ATC for PIC over lost and never obtained
- 4 - Double-Billing
- 5 - Customers billed "800 usage" and the customer didn't have an " 800 " number.
- 6 - ATC failing to disconnect ANI's from switch & billing after informed by TSI to disconnect month(s) after.
- 7 - Extra-time billing (as much as 50%)
- 8 - Detail billing and summary report not correlating
- 9 - Accounts get billed for prior months already billed previously (i.e. February invoice containing December traffic already invoiced).
- Loss of accounts to ATC from their billing them originally and customer not wishing to change again though he had been sold by TSI Salesman..
- Billing for attempted calls..
- Providing the billing to TSI as late as the 21st of the month (causing A/R problems, etc).
- Never provided TSI Dedicated Program as had been stated in contract.

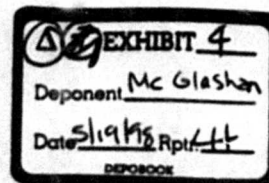
2685



EXHIBIT \_\_\_\_\_  
(RM - 4)



March 18, 1992



Mr. Ruddy Mc.Gloughlin  
ATC  
1515 S. Federal Hwy.  
Boca Raton, FL 33432-7404

Dear Mr. Mc.Gloughlin;

As you know we have not yet signed the contract with ATC. As a matter of fact, the order to Southern Bell for the ten (10) feature group D's has now been cancelled.

I know it may all seem crazy after the last meeting you had with Joel in which everything was discussed regarding the negotiation of the contract and everything seemed to have been agreed on.

The fact is that there are some important issues that we feel quite emphatic about and can't seem to feel that a resolution has or will be achieved. It is very difficult for us to sign the contract knowing that there are things bothering us.

The item still of concern, though the list is long and it is attached, is concerning what we know exists since we started doing business, the double-billing, extra time billings that we feel represents as much as 30% of total billing.

When you consider that T.S.I. has done approximately 2 million worth of business with ATC, you can see that this represents a tremendous amount of money. I am sure that you are also aware that we presently owe ATC approximately \$400,000 or more. We wish to acknowledge to you that we are disputing this amount on the basis that we can prove credits due us in that amount or more. As you can see the matter at hand is quite serious and needs immediate attention.

We wish to maintain a good business, as well as social, relationship with ATC and the employees we have been associated with.

2321

Though our association with yourself and ATC has been a great opportunity we feel that it has caused much grief, loss of customers, loss of profits as well as loss of credibility in many instances. We are desirous of reaching an accord on these matters and look to you for a suggestion.

The quicker we put these issues to rest the sooner we can proceed with the matters at hand.

Please contact me as soon as possible to set a meeting for next week.

Respectfully yours,

  
Carlos A. Rodriguez  
Executive Vice-President

2322



### ISSUES

- Customers billed by ATC and receiving all forms of literature
- Customer's 1-800 numbers were assigned to TSI customers were then given to ATC customers.
- New ani's submitted to ATC for PIC over lost and never obtained
- Double-Billing
- Customers billed "800 usage" and the customer didn't have an " 800 " number.
- ATC failing to disconnect ANI's from switch & billing after informed by TSI to disconnect month(s) after.
- Extra-time billing (as much as 50%)
- Detail billing and summary report not correlating
- Accounts get billed for prior months already billed previously (i.e. February invoice containing December traffic already invoiced).
- Loss of accounts to ATC from their billing them originally and customer not wishing to change again though he had been sold by TSI Salesman..
- Billing for attempted calls..
- Providing the billing to TSI as late as the 21st of the month (causing A/R problems, etc).
- Never provided TSI Dedicated Program as had been stated in contract.

EXHIBIT \_\_\_\_\_  
(RM - 5)

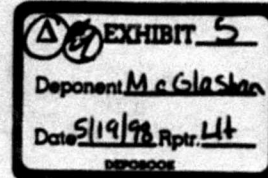


1515 South Federal Highway  
Suite 400  
Boca Raton, FL 33432-7404  
407/392-2244

Post-It brand fax transmittal memo 7671		# of pages = 3
To: Joel Esquenazi	From: Ruddy M. Glaslon	
Co:	Co:	
Dept:	Phone: 407/250-2524	
Fax: 305/251-3565	Fax: 407/250-2532	

March 19, 1992

Joel Esquenazi  
TSI  
12217 S.W. 129 Court  
Suite 200  
Miami, FL 33186



Dear Mr. Esquenazi:

In response to the letter I received from Carlos Rodriguez dated March 18, 1992, the following is my response to issues:

1. Customers billed by ATC and receiving all forms of literature.

How this affected amount owing? NO WAY.

2. Customer's 1-800 numbers assigned to TSI customers were then given to ATC customers.

This did not affect usage on our network.

3. New ANIs submitted to ATC for PIC over lost and never obtained.

This meant no revenue, has nothing to do with usage.

4. Double-Billing.

Explain, show where you gave credit and we will research.

5. Customers billed "800 usage" and the customer didn't have an 800 number.

Show where you gave credit and ATC will research.

6. ATC failing to disconnect ANIs from switch and billing after informed by TSI to disconnect month(s) after.

How long after and how much revenue did they bill? Who have you been working with to resolve? Show where you gave credit and ATC will research.

7. Extra-time billing (as much as 50%).

How is this different from item #4? Show where you have given credits or have been requested to give credits.

8. Detail billing and summary report not correlating.

Who have you been working with? How does this affect actual usage to date? Show correlation to credit and how much.

9. Accounts get billed for prior months already billed previously. (i.e. February invoice containing December traffic already invoiced).

Show where you have given credit and detail how much.

10. Loss of accounts to ATC from their billing them originally and customer not wishing to change again though he had been sold by TSI salesman.

This does not affect actual usage you owe. Also this is two separate issues.

11. Billing for attempted calls.

Did you collect revenue? Yes. Did you give credit? How much?

12. Providing the billing to TSI as late as the 21st of the month (causing A/R problems, etc).

We have extended time.

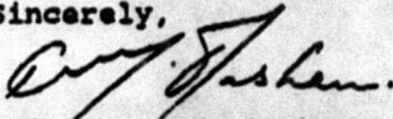
13. Never provided TSI dedicated program as had been stated in contract.

Although this was not delivered, it has no impact on the outstanding amount generated by TSI.

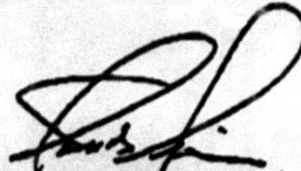
In our contract, ATC in good faith, agreed to subsidize your installation costs for feature group facilities in excess of \$36,000. I think this clearly demonstrates the willingness of ATC to assist in your success.

I am very disappointed in your not wanting to make your account current. The amount of \$400,000 was already used by you. Most of the issues you identified are not even related to usage on ATC's network. Your account is in serious jeopardy and unless immediate arrangements are made to take care of this outstanding amount, further actions will be taken.

Sincerely,



Rudolph A. McGlashan  
Sr. Vice President  
Engineering & Planning



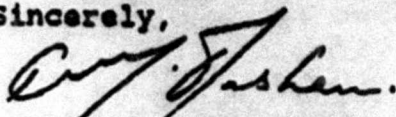
Scott E. Sullivan  
Vice President  
Finance and Treasurer

/jaa

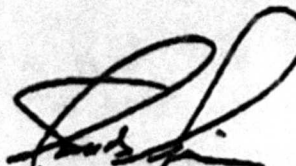
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I am very disappointed in your not wanting to make your account current. The amount of \$400,000 was already used by you. Most of the issues you identified are not even related to usage on ATC's network. Your account is in serious jeopardy and unless immediate arrangements are made to take care of this outstanding amount, further actions will be taken.

Sincerely,



Rudolph A. McGlashan  
Sr. Vice President  
Engineering & Planning



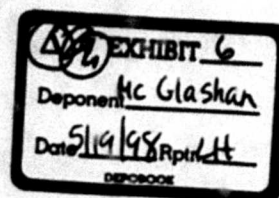
Scott Q. Sullivan  
Vice President  
Finance and Treasurer

/jaa

**EXHIBIT \_\_\_\_\_**  
**(RM - 6)**



March 19. 1992



Mr. Rudy McGlashan  
ATC  
1515 S. Federal Hwy.  
Boca Raton, Fl.

Dear Mr McGlashan:

This is to acknowledge receipt of your letter faxed to us this morning. We were able to return the call to your office this afternoon but you were out of the office.

Please be advised that we have planned, on your request, to provide you next week with the proof on all items regarding credit requested.

Once again we have all the intention in the world to pay what we fairly owe, however, we know that we can prove credits due to us amounting to what our balance due is.

You stated that if we can provide that, it will be researched, also our arrangement is to pay whatever amount not under dispute. At this moment we are disputing amount due based on the letter submitted.

The list of issues that were submitted weren't intended as reason for non-payment, only a few issues were directly related to this issue.

We wish to meet with you Wednesday, March 25th and we will provide you with proof of the issues discussed. Please advise us if this is in accord with you.

Respectfully yours,

  
Joel Esquenazi  
President

2307

**EXHIBIT** \_\_\_\_\_  
**(RM - 7)**

LAW OFFICES  
**IRWIN M. FROST, P.A.**  
SUITE 1400  
1101 BRICKELL AVENUE  
MIAMI, FLORIDA 33131

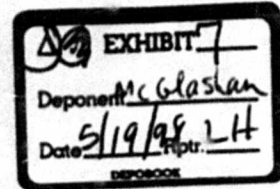
JUN 12 1992

TELEPHONE (305) 374 3001  
TELECOPY (305) 372 8650

June 10, 1992

Via Facsimile

Mr. Rudy McGlashon  
ATC Long Distance  
1515 South Federal Highway  
Suite 400  
Boca Raton, FL 33432-7404



Re: Mag Tape Billing Format

Dear Rudy:

The magnetic billing tapes recently provided by ATC to Telecommunication Services, Inc. ("TSI") apparently did not contain a description of the billing tape format of the records contained on the tapes. Please provide the missing description necessary to interpret the magnetic tapes you provided as soon as possible.

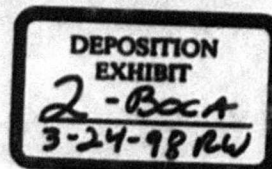
Attached is a list of 800 customers and their numbers which have not yet been reactivated. I understand from the Public Service Commission who spoke with your attorney in Tallahassee that you are prepared to reconnect these customers once identified to you.

Very truly yours,

IRWIN M. FROST, P.A.

IRWIN M. FROST

IMF:rz  
cc: Tracy Hatch, Esq.  
lcoc311a.01a



2985

## ACCOUNT NAME

800#

A & A PROFESSIONAL	330-1881	NO CSR INFO
ATLANTIC STATES FINANCIAL	330-8914	NO CSR INFO
BILL RICH CARPET	330-3018	NO CSR INFO
JAMES R. PRUITT	780-3138	NO CSR INFO
WORLD ACCESS COMM. CORP.	329-2929	437385
CROSSLAND MORTGAGE CORP.	329-3874	DESIGNER'S trade not a TBI CSR
CROSSLAND MORTGAGE CORP.	780-3874	NOT ON TBI LIST
CELLULAR U.S.A.	330-2355	NOT ON TBI LIST
CLASSIC WHOLESALE	329-2117	437703
PRONTO TRAVEL	780-8808	NO INFO ON CSR.
ROPS AND ASSOC.	330-7677	NOT LISTED AS TBI
ROPS AND ASSOC.	780-7677	"
T.S.I.	780-0788	TBI OFFICES NOT TURNED UP
T.S.I.	780-8585	" " " " "
WINDWARD SEAFOODS	780-3474	NOT ON TBI LIST

<u>ACCOUNT NAME:</u>	<u>800 NUMBER:</u>	<u>COMMENTS:</u>
A & A PROFESSIONAL	330-1881	No Customer Information ✓
ATLANTIC STATES FINANCIAL	330-8914	No Customer Information ✓
BILL RICH CARPET	330-3018	No Customer Information ✓
JAMES R. PRUITT	780-3138	No Customer Information ✓
WORLD ACCESS COMM. CORP.	329-2929	New Account #437385 - DIFF. NAME. NOT TSI ✓
CROSSLAND MORTGAGE CORP.	329-3874	Not a TSI Customer Designer Trade ✓
CROSSLAND MORTGAGE CORP.	780-3874	Not on TSI List ✓
CELLULAR U.S.A.	330-2355	Not on TSI List ✓
CLASSIC WHOLESALE	329-2117	New Account #437703 ✓
PRONTO TRAVEL	780-8808	No Customer Information ✓
ROPS AND ASSOC.	330-7677	Not Listed as TSI ✓
ROPS AND ASSOC.	780-7677	Not Listed as TSI ✓
T.S.I.	780-0788	TSI Offices Not Turned On ✓
T.S.I.	780-8588	TSI Offices Not Turned On ✓
WINDWARD SEAFOODS	780-3474	Not on TSI List ✓

<u>ACCOUNT NAME:</u>	<u>800 NUMBER:</u>	<u>COMMENTS:</u>
A & A PROFESSIONAL	330-1881	No Customer Information
ATLANTIC STATES FINANCIAL	330-8914	No Customer Information
BILL RICH CARPET	330-3018	No Customer Information
JAMES R. PRUITT	780-3138	No Customer Information
WORLD ACCESS COMM. CORP.	329-2929	New Account #437385
CROSSLAND MORTGAGE CORP.	329-3874	Not a TSI Customer
CROSSLAND MORTGAGE CORP.	780-3874	Designer Trade
CELLULAR U.S.A.	330-2355	Not on TSI List
CLASSIC WHOLESALE	329-2117	Not on TSI List
PRONTO TRAVEL	780-8808	New Account #437703
ROPS AND ASSOC.	330-7677	No Customer Information
ROPS AND ASSOC.	780-7677	Not Listed as TSI
T.S.I.	780-0788	Not Listed as TSI
T.S.I.	780-8585	TSI Offices Not Turned On
WINDWARD SEAFOODS	780-3474	TSI Offices Not Turned On
		Not on TSI List

ATC LONG DISTANCE

MAGNETIC TAPE FORMAT  
RATED CALL RECORD (220 BYTES)

Call Start Period Code	1 = day
	2 = evening
	3 = night
Usage Types	0 = intralata
	1 = intrastate
	2 = interstate
	3 = 800 pass thru
	4 = N/A
	5 = local calls
	6 = intrastate directory assistance
	7 = interstate directory assistance
	8 = N/A
	9 = international
Increment	1 = full minute/full minute
	2 = 30 seconds/6 seconds
	3 = 18 seconds/6 seconds
	4 = full minute/6 seconds
	5 = 6 seconds/ 6 seconds
	6 = 3 seconds/ 3 seconds

Service/Product Type: Contact your Sales Representatives for values.

STANDARD TAPE FORMAT

Page 1 of 2

<u>Field Description</u>	<u>Length</u>	<u>A/N</u>	<u>Relative Location</u>
Account Number	10	N	1
ANI (originating) OR Auth Code (originating)	10	N	11
	14	N	21
Service/Product Type	3	N	35
Usage Type	1	N	38
LATA (terminating)	4	N	39
Called Destination Number (Called NPA/NXX/LINE or CC/CC/CO/LINE combined in Destination Number)	16	N	43
Project code	16	N	59
Call YMD	6	N	75
Call Start Time	6	N	81
Call Duration	6 (4.2)	N	87
Call Cost - Total	8 (6.2)	N	93
State Code - Terminating	2	A/N	101
Called City	10	A/N	103
Call Start Period Code	1	N	113
Call Duration Day	6 (4.2)	N	114
Call Cost Day	8 (6.2)	N	120

2990

<u>Field Description</u>	<u>Length</u>		<u>Relative Location</u>
Call Duration Eve	6 (4.2)	N	128
Cost Eve	8 (6.2)	N	134
Call Duration Night	6 (4.2)	N	142
Call Cost Night	8 (6.2)	N	148
Mileage of Call	5	N	156
Sequence Number	5	N	161
Band/Tier	2	N	166
Originating Switch	2	N	168
Originating Trunk Group	4	N	170
Terminating Trunk Group	4	N	174
Bill Date	3	N	178
Increment	2	N	181
Filler	38	A/N	183
Record Length:	<u>220</u>		
Block Size:	22,000		