BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 981052-TP
Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.	

VOLUME 4

Pages 413 through 540

PROCEEDINGS:	HEARING
BEFORE:	COMMISSIONER SUSAN F. CLARK COMMISSIONER E. LEON JACOBS, JR.
DATE:	Tuesday, February 9, 1999
TIME:	Concluded at 12:45 p.m.
PLACE:	Betty Easley Conference Center Room 148 4075 Esplanade Way Tallahassee, Florida
REPORTED BY:	MARY ALLEN NEEL, RPR

DOCUMENT NUMBER-DATE
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APPEARANCES: As heretofore stated.

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P R O C E E D I N G S

(Transcript continues in sequence from Volume 3.)

COMMISSIONER CLARK: Mr. Cathey, is he next?

MS. KEYER: Yes, he is. BellSouth calls Marc Cathey.

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MARCUS B. CATHEY

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

DIRECT EXAMINATION

BY MS. KEYER:

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

A My name is Marc Cathey.

COMMISSIONER CLARK: I don't think your microphone is on.

WITNESS CATHEY: I'm sorry. My name is Marc Cathey. I'm located in Birmingham, Alabama, 600 North 19th Street.

BY MS. KEYER:

Q By whom are you employed, Mr. Cathey?

A By BellSouth.

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

A Yes, I have.

Q Do you have any changes to that testimony?

A Yes, I do. I have one change. It's on page 2, starting with line 16, where it says, "Second, all the individuals listed by Mr. Koller, except one" -- it's actually three now -- "are still members of the BellSouth account team." And I've added after Charlotte Webb "and Rich Dender are no longer employed by BellSouth, and Mr. Bolding at the end of 1998 moved to another opportunity within BellSouth." So that's an update to the account team member changes.

MS. KAUFMAN: I'm sorry. Can I ask you to say that more slowly? I couldn't get that.

WITNESS CATHEY: Okay. The last sentence there where it says, "Charlotte Webb retired," put, "Charlotte Webb and Rich Dender are no longer employed by BellSouth, and Mr. Bolding at the end of 1998 moved to another opportunity within BellSouth." But that was really after the complaint was filed.

COMMISSIONER CLARK: Did Ms. Webb retire or not?

WITNESS CATHEY: Ms. Webb did retire.

COMMISSIONER CLARK: Okay.

WITNESS CATHEY: That's all the changes I have.

BY MS. KEYER:

Q If I were to ask you the same questions in your prefiled testimony today, would your answers be the same?

A Yes, they would.

MS. KEYER: I would like to have the testimony of Marcus Cathey inserted into the record as if read.

COMMISSIONER CLARK: It will be inserted in the record as if read.

BY MS. KEYER:

Q Mr. Cathey, did you prepare or attach exhibits with your rebuttal testimony?

A Yes, I did.

Q Do you have any changes to those exhibits?

A No, I don't.

MS. KEYER: I would like to have Exhibits MBC-1 and 2 marked for identification.

COMMISSIONER CLARK: They will be marked as Exhibit 22.

(Exhibit 22 was marked for identification.)

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF MARCUS B. CATHEY

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 981052-TP

DECEMBER 21, 1998

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. Marcus B. Cathey, 600 North 19th Street, Birmingham, Alabama 35203.

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

A. I am employed by BellSouth Telecommunications, Inc., as the Sales Assistant Vice President responsible for sales and service for over 150 alternative local exchange carriers (ALECs) who are either facility-based providers or resellers.

Q. PLEASE DESCRIBE YOUR EDUCATION AND PROFESSIONAL EXPERIENCE.

A. I have a bachelor's degree in Political Science from Baylor University in Waco, Texas. I have over 20 years of experience with BellSouth. During my career, I have held jobs in Customer Service, Sales, and Product Management. I have been in my present position for the past 18 months.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am testifying on behalf of BellSouth to rebut the direct testimony filed by Kenneth Koller, Norman Ripper and Andrea Welch of TCCF in both the complaint and arbitration proceedings.

Q. IN MR. RIPPER'S TESTIMONY ON PAGE 6, LINES 17- 22, AND IN MR. KOLLER'S TESTIMONY ON PAGE 3, LINE 6, BOTH MENTION FREQUENT ACCOUNT TEAM CHANGES WHICH THEY BELIEVE CAUSED TCCF DELAY AND MISUNDERSTANDING. IS THIS TRUE?

A. No. While I acknowledge there have been some changes in the members of BellSouth's account team during this 2½-year period, it is important to note two things. First, with the approval of the Telecommunications Act in 1996, BellSouth saw an immediate and exponential increase in the number of ALECs who needed assistance in establishing operations. This enormous growth caused many of the account team changes. Second, all of the individuals listed by Mr. Koller, except ~~one~~ three, are still members of the BellSouth account team, and were available to transition responsibilities to the next responsible account team member. Charlotte Webb ~~retired~~ and Rich Dender are no longer employed by BellSouth, and Mr. Bolding at the end of 1998 moved to another opportunity within BellSouth.

Q. WAS THE ESSX® SERVICE WHICH MR. KOLLER REFERS TO ON PAGE 7, LINES 10 THROUGH 17, TO BE PROVISIONED IN THE SAME WAY THAT THE ESSX® SERVICE PROVIDED FOR IN BELLSOUTH'S GRANDFATHERED ESSX® SERVICE TARIFF IS NORMALLY PROVISIONED?

A. No. Although TCCF requested ESSX® Service, the service was to be interconnected in a non-standard arrangement using direct access via T1 transport to Wiltel's point of presence (POP). Because this was not a standard serving arrangement, the BellSouth account team and Network organization were not familiar with this type of arrangement. ESSX® Service had traditionally been used for large business applications. It had never, to BellSouth's knowledge, been used to provide local dial tone to small business and residential customers on a resale basis the way TCCF intended. TCCF wanted ESSX® Service dial tone disguised as Business (1FB)/Residential (1FR) Service to TCCF end users using assumed dial 9 and dedicated access to route interLATA calls.

Q. HOW DID YOU RESOLVE WHAT THE NON- STANDARD SERVICE ARRANGEMENT WOULD BE?

A. BellSouth and the members of the account team worked diligently with TCCF in a good faith effort to implement ESSX® Service in the manner TCCF requested. BellSouth held numerous internal meetings with subject matter experts to develop a consensus of the best and most efficient way for the service to be implemented. The two major questions were: 1) how to provision a "mini-T" from the ESSX® Service common block to the long distance interface, and 2) were Automatic Route Selection tables required? BellSouth also determined in its research that a special software release would be required to allow Automatic Number Identification (ANI) to be passed from the common block to a carrier interface in all 5ESS offices. This was not a standard software release for the 5ESS switch and, therefore, had to be submitted as

a Business Opportunity Request (BOR) which is similar to the specific assembly process traditionally used to respond to unique end user needs on our retail side. BellSouth also identified a problem in its 5ESS office that had a dual dial tone when the digit one was used. This issue also required a BOR.

Q. IN YOUR OPINION, DID TCCF COMPLETELY UNDERSTAND THIS TYPE OF INTERCONNECTING ARRANGEMENT FOR ESSX® SERVICE?

No, as evidenced by Mr. Koller's direct testimony on pages 6 and 7, in which Mr. Koller indicates TCCF was asking for T1 circuits from the ESSX® Service common block to the Wiltel POP. BellSouth could have provisioned service in this manner; however, when BellSouth questioned Mr. Koller as to how TCCF would identify the station number placing the long distance calls for billing and collection purposes, he was unable to provide an answer. BellSouth pointed out that the only way to pass ANI out of an ESSX® Service common block was to terminate Primary Rate Interfaces (PRIs) into it. As a result, TCCF had to revise its original design.

Q. DID TCCF SUBMIT BUSINESS OPPORTUNITY REQUESTS FOR THESE NON- STANDARD ENHANCEMENTS TO ESSX® SERVICE?

A. Yes. TCCF submitted three BORs dated August 18, 1997, September 17, 1997, and September 23, 1997.

Q. WERE THESE CHANGES SIGNIFICANT TO THE STANDARD ESSX®

SERVICE OFFERING?

A. Yes. Significant modifications had to be put in place including upgrading certain Central Office types, developing procedures to terminate PRI into the common block and modifying BellSouth's process to pass the necessary ANI information. As a goodwill gesture, BellSouth agreed to absorb the significant costs associated with upgrading its 5ESS Central Offices.

Q. DURING THE TIME PERIOD WHEN TCCF'S BORs WERE UNDER DEVELOPMENT, WAS TCCF PREVENTED FROM RESELLING ESSX® SERVICE?

A. Absolutely not. TCCF could, and did, resell ESSX® Service during this time period.

Q. DID BELLSOUTH HAVE PROBLEMS CONVERTING TCCF CUSTOMERS TO ESSX® SERVICE?

A. Yes. However, it is important to note that TCCF was one of BellSouth's first ALECs in Florida, and the only one who used a grandfathered service to provide dial tone in a non-traditional manner from how the service was originally designed. BellSouth did experience provisioning problems providing service in this unique arrangement.

Q. WHAT MADE PROVISIONING ESSX® SERVICE SERVICE DIFFICULT?

A. First of all, ESSX® Service is one of BellSouth's most complex retail services

because of the many options available to choose from which provide different capabilities. Second, out of certain Central Office types like the older 1As, the entire conversion process was totally manual which added to the complexity.

Q. WHAT STEPS DID BELLSOUTH TAKE TO IMPROVE THE ESSX® SERVICE CONVERSION PROCESS?

A. First, BellSouth investigated each and every outage occurrence and found in many cases because of the manual process involved, human error was a main cause of the problem. BellSouth identified the individuals responsible for the mistakes, provided them with additional training, and in one instance issued discipline. BellSouth also agreed to communicate to other organizations what had been learned to prevent additional errors as TCCF expanded its marketing effort to include new offices. BellSouth also assigned a project manager to professionally coordinate all future cutovers. Furthermore, BellSouth recommended that TCCF limit the number of conversions to ESSX® Service to either 10 lines or one customer per day operating out of a 1A type Central Office. This recommendation was accepted by TCCF. Additionally, BellSouth called TCCF end users at TCCF's request, to apologize and take responsibility for the errors BellSouth caused. Finally, BellSouth entered into a confidential monetary settlement with TCCF in April 1997, and TCCF in return released BellSouth from any and all claims through March 14, 1997.

Q. DID ANY OF TCCF'S ACTIONS CONTRIBUTE TO THE DIFFICULITIES PROVIDING ESSX® SERVICE?

A. Yes. Many of TCCF's orders had problems that had to be corrected before BellSouth was able to enter them into BellSouth's systems. Exhibit MBC-1 is an example of a clarification report sent back to TCCF. In this report, TCCF had asked for features not tariffed, lines to be transferred which were disconnected, or for lines that were wrong and there was a lack of information.

Q. AS A SUPPLIER, WHAT DID YOU DO TO ASSIST TCCF WITH IMPROVING ORDERING ESSX® SERVICE?

A. BellSouth first customized an input sheet for TCCF which significantly reduced the number of required pages and fields. BellSouth then flew six individuals to Orlando to spend the entire day of October 15, 1997, at TCCF's facility in a training workshop to help TCCF understand what its responsibilities were and how to provide BellSouth the necessary information to initiate a service request. Additionally, subsequent training sessions were held with TCCF Sales and Provisioning personnel in February 1998, March 1998, and early May 1998.

Q. WHAT DELAYED THE IMPLEMENTATION OF TCCF'S REQUESTED NON-STANDARD ESSX® SERVICE ARRANGEMENT?

A. Several factors delayed TCCF's non-standard arrangement. First, BellSouth found the implementation of its changes more difficult than originally believed. Second, Wiltel, the long distance carrier being used by TCCF, had to upgrade its software which caused a two-month delay. Third, TCCF had to verify that Wiltel's file format would be compatible with records required by TCCF's third party billing supplier.

Q. WHEN WAS THE NON-STANDARD ESSX® SERVICE TCCF REQUESTED IMPLEMENTED BY BELLSOUTH?

A. BellSouth completed testing in the Magnolia Office - DMS on January 28, 1998. From BellSouth's perspective, TCCF could have begun providing service from this Central Office from this period forward.

Q. WERE ANY OTHER OFFICES COMPLETED?

A. On April 2, 1998, seven other offices had testing completed with three more wired awaiting testing with Wiltel. BellSouth's work was scheduled to be completed except for the two 1A Central Offices, by the end of May, 1998. BellSouth offered TCCF the opportunity to TCCF select two other non-1A central offices. BellSouth was surprised that TCCF, once offices were completed, had not begun converting lines to the new arrangement. BellSouth reflected this concern in correspondence contained in Exhibit MBC-2.

Q. WERE ALL OF THE OFFICES COMPLETED FOR TESTING BY BELLSOUTH?

A. No. At the end of May, 1998, Wiltel and TCCF ended their relationship and as a result all future testing was placed on hold.

Q. ARE THEIR ANY INACCURACIES IN MR. KOLLER'S TESTIMONY?

A. Yes. On page 13, lines 6-8, Mr. Koller acknowledges Wayne Carnes sent a letter detailing the readiness of BellSouth for TCCF to proceed with ordering ESSX® Service. In Mr. Carnes' statement, he was only referring to the Magnolia Central Office not all of the offices as Mr. Koller suggests. This was clarified in subsequent conversations. Mr. Koller also mentioned on page 13, lines 13-18, deny originate and deny incoming (DIN/DOR) as not being ready. The inclusion of the DIN and DOR features into DECAS was debated within BellSouth for several months, as it was initially believed that this feature would not work. Once all hurdles were cleared, the feature was implemented/added to the common blocks within 2 weeks. Mr. Carnes provided this information, which Bob McRae and Darrell Ducote developed, as a part of a bi-monthly project (PRI into ESSX® Service) status report given to both Mr. Ripper and Ms. Welch during 1998. Also, on page 9, line 21, the facsimile sent to TCCF on August 25, 1997, was sent to get a corrected worksheet that was agreed on between both companies. The original request was sent on a 5ESS office and should have shown a DMS 100. This was not sent for any type of additional paperwork as Mr. Koller claims, but was just for a correction of the worksheet which TCCF agreed to use.

Q. DID YOU ADVISE MS. WELCH NOT TO IMPLEMENT EDI AS INDICATED IN HER TESTIMONY ON PAGE 14, LINES 4-10?

A. Yes. The reasons BellSouth recommended TCCF not implement EDI were because API/TAG combined preordering with ordering functionality that would allow TCCF to customize its system to allow only one set of keying for service orders. Also, Ms.

Welch is confusing EDI with LENS, according to her statements made on page 14, lines 6, 7 and 8, in which she refers to interface limitations which exist in LENS, not in EDI. Frankly, BellSouth is surprised by Ms. Welch's confusion given the in-depth discussion held between the BellSouth Account Team members and Ms. Welch on October 1, 1998.

Q. MR. RIPPER TESTIFIES ON PAGE 6, LINES 10 AND 11, THAT BELLSOUTH HAS "DONE EVERYTHING IN ITS POWER TO PREVENT TCCF FROM BEING SUCCESSFUL IN THE MARKET." IS THIS TRUE?

A. Absolutely not. Over the course of the last 2 and 1/2 years BellSouth has expended considerable time, energy and expense in its efforts to understand and respond to TCCF's requests. Mr. Ripper's statement is entirely without merit considering the record supplied by both himself and Mr. Koller which documents much discussion, meetings, recommendations and settlements reached by both parties in an attempt to help TCCF advance its business goals. Helping TCCF start operations has been BellSouth's first and foremost priority. BellSouth acknowledges it had some difficulties and problems along the way, as did TCCF. However, BellSouth has compensated TCCF for these problems by way of two adjustments – one in April 1997, and another one in October 1997. In fact, as mentioned earlier in my testimony, TCCF signed a confidential settlement agreement in April 1997, releasing BellSouth of any and all claims, specifically those associated

with the provisioning of ESSX® Service, through March 14, 1997. None of the problems which occurred prior to October 1997, when BellSouth made a second adjustment to TCCF, should be addressed in these proceedings.

Q. MR. RIPPER ALSO ALLUDES TO ADDITIONAL DELAYS CAUSED BY BELLSOUTH WITH HIS TESTIMONY ON PAGE 9, LINES 11 TO 14. WOULD YOU COMMENT ON HIS STATEMENT?

A. Yes. It should be first noted that Wiltel is no longer involved in TCCF's non-standard ESSX® Service offering. In fact, BellSouth is unsure which Interexchange Carrier TCCF is now working with to provide dedicated access to ESSX® Service. It should also be noted that Mr. Ripper's Exhibit ENR-9 is the result of a recent request which consitutes still a different network arrangement from the one developed with Wiltel.

Q. WOULD YOU LIKE TO SUMMARIZE YOUR REBUTTAL TESTIMONY?

A. Yes. BellSouth has for the past 2 and 1/2 years tried in earnest to understand and respond to TCCF's requests. BellSouth has been open and honest when BellSouth was the cause of delays. In good faith, BellSouth made financial settlements and absorbed implementation costs all in the spirit of trying to put the past behind and focus on where TCCF thought it needed to be. BellSouth will continue these same efforts and its quest to assist TCCF and provide TCCF with the best service BellSouth has to offer.

Q. DOES THIS END YOUR TESTIMONY?

A. Yes, it does.

BY MS. KEYER:

Q Have you prepared a summary, Mr. Cathey, of your testimony?

A Yes, I have.

Q Would you please give that to the Commissioners?

A Yes, I would. Let me start off by explaining a little bit about ESSX Service and what it's used for in the BellSouth retail application. Typically the service was made available to offer a --

MS. KAUFMAN: I'm sorry, Commissioners. I hate to object the minute you open your mouth, but I don't recall him discussing the retail use of ESSX in his rebuttal testimony.

COMMISSIONER CLARK: Ms. Keyer?

MS. KEYER: Well, if you give me a minute, I might can find it, but I believe he did discuss the uses of ESSX and the standard versus nonstandard. And the retail is the standard use, is where I'm sure he's explaining.

COMMISSIONER CLARK: Ms. Keyer, tell me where it is.

WITNESS CATHEY: It would be in reference to the unique application language that I have in my testimony.

MS. KEYER: If you look on pages 2 and 3, it refers to the ESSX Service that Mr. Koller referred to in his testimony.

MS. KAUFMAN: I agree, but it doesn't have anything to do with the retail application, which I think was what Mr. Cathey was about to enlighten us on.

COMMISSIONER CLARK: Go ahead. You can include that in your summary.

A Okay. I was explaining, in the retail application, BellSouth uses the ESSX Service really to compete with customer-provided equipment, or what may be referred to by the term "private branch exchange equipment." Actually, what it is is a service that is controlled by central office software that allows the same functionality that would exist out on a customer's premise.

Mr. Ripper and Mr. Koller had a great deal of experience in another region reselling that service under a Centrex-based product which is essentially the same as our ESSX Service here in Florida.

Now, what they were doing with this under a wholesale application was something extremely unique versus what we did in the retail setting, which typically the services were sold to banks with

multiple locations or to a university type setting where it was a single entity that actually purchased and used this for their internal communications.

What Mr. Ripper and Mr. Koller were doing is, they had a very interesting idea where they would take this particular type software capability, and they would use that, in essence, to disguise dial tone and sell that to individual business applications. Now, with that, given that they now have multiple business interests included in that Centrex product, they had to maintain the autonomy of those business lines in order to do billing and collections with them when long distance occurred. So what Mr. Ripper has described up here in his scenario was work with Ms. Webb in terms of how this product would work, and it was based on his experience with this product up in another RBOC's area, not down here at BellSouth.

Now, we could have provisioned and designed that particular arrangement. The problem was, because he was using that service in order to provide local dial tone to a variety of different businesses that needed their own accountability of call detail records, the information that was being passed between his ESSX Service and Wiltel did not carry the necessary information in order to do billing and

settlements with his long distance provider. And that's really where he ran into a lot of difficulty, because if he wasn't able to provide that call detail information from that original station number, he would have ended up with a huge long distance bill from Wiltel, and he wouldn't have known who to have sent the bill to.

So as a result, we worked with him on the account team in order to come up with a very unique arrangement which involved the PRI, which is an ISD interface, that we would actually take 23 B channels and one D channel and have that interconnected into the common block and terminate it into Wiltel's long distance interface that would provide that necessary call detail information so that Mr. Ripper could settle long distance with his end users.

Now, again, we could have provided what he has described up here that he collaborated with Ms. Webb on. And Mr. Ripper and Mr. Koller came to the table with a lot of expertise regarding this particular product. But the problem was, in a wholesale application, this service would not have provided them the necessary information for them to have settled the individual business accounts that they had sold the service to.

So as a result, we came up with a nonstandard arrangement. I know you've taken some issues around that word. But the bottom line is, we did not have a primary rate interface that terminated into a long distance carrier, and so we had to develop one. We also had software that did not exist in certain central office types that if this had been a standard arrangement through the ESSX product line, we would not have had to have upgraded those offices. They would have already been there. That network logic would have already been resident in those switches.

In a wholesale environment, it's our responsibility as a supplier to provide services as they're described under the tariff. It's the local exchange carrier, in this case, TCCF's responsibility to integrate that particular service offering with other suppliers they do business with. In this case it was Wiltel, their long distance carrier. Also, they had to integrate it into their billing supplier to make sure that they could render the bill to their end users. I see that as TCCF's responsibility. Again, ours was to provide the service as it's described in the tariff.

And clearly, this arrangement was not

described in the tariff, or TCCF would have filed a complaint on us last year, or even in 1997, because we didn't install this particular arrangement. But because we did install this arrangement and tried to provide the service that they really needed in order to settle the accounts with their customers, that's why it became a nonstandard arrangement, and that's why we had the business opportunity request, which we replied to.

And on that reply, we said it would be 16 weeks in order to provide the service for their application to those customers. And by my calendar, that puts it around March of '98 from when we replied to that on October 7th.

Certainly it was our interest to expedite that request. We had one particular central office that was available as early as January '98 and had others planned to be installed between that time and May of 1998. With the arrangement that TCCF ran into with their long distance provider, we quit testing because they separated from a business interest.

Although TCCF contends they've not been able to resell ESSX, that's absolutely not true. They did resell ESSX. In fact, they ordered ESSX up until -- by our ordering record, up until November of 1998.

So it's utterly false that they would come into this arena and make that statement to you that they did not resell ESSX. They did resell ESSX. But again, what they wanted was to avoid switched access and have the direct connection tied into Wiltel, and that was clearly crucial to their business plan in order to maintain the right profit margins for their products.

Also, I would point out that in their 73-month agreement that they signed for the 23 central -- originally 19, and then later 23 central offices, that gave them 201 station capability out of each one of those offices, for a total combined capacity of 4,632 lines. So that's as much as they could have sold out of their original term agreement. And I've heard terms of 6,000 customers were sold and numbers like that which far exceeded even their amount of capacity that they had originally negotiated in their agreement.

Now, we do acknowledge that we had provisioning problems in converting customers to the retail version of the ESSX product. In all those cases, we took steps to investigate the root cause, make corrective action, counsel people, coach people, and provide additional training where warranted. It was also much to the concern that we brought to the

table as their advocate to settle in a confidential arrangement some of the processing problems we had around that, and that was in May -- excuse me, March of 1997, but also included an agreement that Mr. Ripper and I verbally entered into in October.

Now, I will agree that never became a formal amendment to their interconnection agreement. It was certainly our impression that it was going to be done, and Mr. Ripper had indicated that back in his letter to me on October 10th, but we never did that. But we did have a verbal agreement that that particular upgrade, which was several hundred thousand dollars of BellSouth's cost, was an awareness that we had had conversion problems associated with his ESSX customers. And again, as their advocate, we brought that to the table in a way to try to treat them fairly and help them advance in their business plan.

From BellSouth and its account team, we've invested a lot of energy trying to make TCCF's business plan work. We've been engaged in multiple training workshops with them. We took the work that was necessary in order to order this particular product that was six pages per station and reduced that down to a single page.

MS. KAUFMAN: Commissioner Clark, I'm

sorry. I'm going to object again. I think he is really straying beyond his rebuttal testimony. And I think, as you pointed out to one of my witnesses, his testimony is only 12 pages long.

COMMISSIONER CLARK: Let's wrap it up, Mr. Cathey.

WITNESS CATHEY: I'm just about through.

So it has been our business interest that TCCF do succeed. That's how we measure our success, is that they use BellSouth's products and service in order to do that. And in my view, BellSouth has treated TCCF fairly, and we will continue to strive, even after this hearing, to treat them as a valuable customer and help them accomplish their business interests.

Thank you.

COMMISSIONER JACOBS: Mr. Cathey, do you agree -- I think it was the testimony that they've only provisioned like 100 and some odd lines, ESSX lines. Is that your recollection as well?

WITNESS CATHEY: I don't know exactly how many lines they provisioned. I thought it was several hundred, not just 100. Certainly they provisioned services using other products such as 1FB lines as well.

COMMISSIONER JACOBS: But in terms of ESSX lines.

WITNESS CATHEY: ESSX lines, my impression was that it was around several hundred actual lines that they had provisioned via ESSX.

COMMISSIONER JACOBS: And out of the 4,000 -- let's go over to your testimony. Out of the 4,000 capacity, is that your experience with other customers, that that ratio is on par?

WITNESS CATHEY: I'll be honest with you, I don't have another CLEC, and our account team probably handles around 200 of them now, that is doing exactly what TCCF is doing with the ESSX product.

Now, again, it was their full intention to sell their full capacity of that particular product, and I'm sure that Mr. Ripper's business plan was written around selling that full capacity, the full 4,632 lines.

COMMISSIONER JACOBS: Okay. Thank you.

MS. KEYER: Mr. Cathey is available for cross.

COMMISSIONER CLARK: Ms. Kaufman?

CROSS EXAMINATION

BY MS. KAUFMAN:

Q Mr. Cathey, I want to start with your

summary. And actually, Commissioner Jacobs kind of asked a question or two where I was going to go. I think that you said somewhere in your summary that in your view, the capacity available to TCCF at the maximum was 4,632; right?

A That's correct.

Q However, they haven't provisioned anywhere near that number; isn't that right?

A That's correct.

Q And I think you said somewhere -- max, a couple hundred?

A Several hundred would be my impression.

Q You also said -- you made some reference to the fact that TCCF didn't file a complaint with the Commission. Is it your testimony that because they didn't file a complaint in regard to BellSouth's behavior, that was some sort of acquiescence that BellSouth was proceeding appropriately?

A No. The point that I had made was, he fashioned this particular network arrangement as being his desired arrangement. And from their standpoint, why did they wait for my account team to design a different type of network architecture that included a PRI, which is a mini-T, being terminated into a common block and tying into Wiltel's interexchange carrier

interface? Why wouldn't they have advanced this particular network design?

Q And you think they should have done that by filing a complaint with the Commission?

A I'm saying that if they felt like that this particular arrangement would have worked, why would they have waited on us to have to create a different network arrangement to provide them the billing information on their station line?

Q Okay. Mr. Cathey, maybe we're just talking past each other, or maybe I didn't understand your summary, but I thought that you made some reference to the fact that TCCF did not come and file a complaint with the Commission. Is that what you said?

A That's what I said.

Q And due to the fact that they did not do it, but they're doing it at this time, you take some comfort that that indicates that BellSouth acted appropriately?

A I don't take comfort. I take comfort in the fact that their particular network design was flawed, and they came to that realization and understood that and were willing to wait for BellSouth to deploy a different arrangement that would allow that. If they felt like that particular network

design would have worked, then my question would have been, why didn't they come and try to --

Q I understand.

A -- advance that as an issue here?

Q Okay. So I guess what you're saying is that perhaps they should have come to the Commission sooner. I just didn't understand what your point was about that.

A Okay.

Q And I think that you also testified in your summary that TCCF had been ordering ESSX as recently as November 1998; correct?

A It looks like that's the last time they actually provisioned service.

Q Nobody told them in November 1998 that they couldn't order that service because it was grandfathered, did they?

A No, they did not.

Q And in fact, fairly recently you wrote a letter to Mr. Ripper advising him of that fact, actually, after the first day of this hearing; correct?

A I'm sorry.

Q You wrote a letter to Mr. Ripper telling him that BellSouth would not provision any further

ESSX lines?

A I did.

MS. KEYER: I'm going to just raise a -- well --

MS. KAUFMAN: He already answered it.

WITNESS CATHEY: Actually, that was last Friday.

MS. KEYER: Well, I was involved in that, and I just -- well, that's all right.

COMMISSIONER CLARK: Thank you. Go ahead. You can be a witness if you want to.

MS. KAUFMAN: That would be fun.

BY MS. KAUFMAN:

Q Mr. Cathey, I think you recognize in your summary and I recognize in these questions that we have a fundamental disagreement about this standard/nonstandard nomenclature as to whether what TCCF asked for was standard or not.

Putting that aside for the purpose of this question, you agree, don't you, that BellSouth had an obligation to provide TCCF with the service that it requested?

A We had an obligation to provide the service that was described in the tariff.

Q So you do not agree that you had an

obligation to provide them with the service that they requested?

A Again, we had an obligation to provide the service as it's described in the tariff. Again, their arrangement was found to be flawed, so we came up with a second network arrangement which was approved by them through the business opportunity request process, and then we had an obligation to provide that nonstandard arrangement.

Q Okay. You recall that I took your deposition in this case on January 15th. Do you have that with you?

A Yes, I do.

Q Okay. If you could turn to page 25. I think we went through this same dialogue then.

COMMISSIONER CLARK: Ms. Kaufman, is this an exhibit?

MS. KAUFMAN: I believe that -- well, I think it will be. I don't think it has been entered as an exhibit yet.

COMMISSIONER CLARK: Do we want to do that?

MS. KAUFMAN: That would be fine with me. I don't have any copies, however. I think your Staff was going to do that.

MS. McKINNEY: Yes, Commissioner. We provided everybody copies. We had planned on entering it, so you can go ahead.

COMMISSIONER CLARK: Okay. Let's do that. Let's mark it as an exhibit.

MS. McKINNEY: And Staff had identified it as MBC-3.

COMMISSIONER CLARK: We'll mark it as Exhibit 23.

(Exhibit 23 was marked for identification.)

COMMISSIONER CLARK: Go ahead, Ms. Kaufman.

BY MS. KAUFMAN:

Q Mr. Cathey, on page 25, starting there at line 20, this is me. I say, "Okay. So you agree that you had an obligation to provide the service they were requesting?" And you answered, "That's correct." Was that your testimony?

A It was, but I also call your attention to up in line 15, where it talks about our request, when they provided their payment to us, that we had an obligation to provide their nonstandard ESSX arrangement. Again, that's -- I think you can't take the one sentence out of context and not look at what the line of questioning was, Ms. Kaufman.

Q Okay. But we're putting aside the standard

versus nonstandard distinction. All I'm saying is, you agree, don't you, that whatever you call it, BellSouth had an obligation to provide to TCCF the service that they requested?

A I do.

Q That wasn't so hard.

Now, in your testimony, Mr. Cathey, on page 5, lines 3 through 7 there, you talk about the modifications, and I think you mentioned that in your summary. And when I asked you about this in your deposition, you told me that the significant cost that you're talking about on line 6 -- are you there?

A Yes.

Q Okay. Was in the neighborhood of $250,000; is that right?

A That's correct.

Q And it was your testimony, I guess, and I think you say it there, that you agreed to absorb this cost as a, quote, goodwill gesture?

A That's correct.

Q So you don't think that that -- I imply from that that you do not believe that those costs were your obligation?

A That's correct.

Q Is BellSouth in the business practice of

absorbing costs in the neighborhood of a quarter million dollars that are not their obligation?

A I think we try to look at, you know, each particular situation and try to do what's fair for that particular situation, and I think we made that as a good faith gesture in your discussions with TCCF.

Q Well, let me ask it this way. Does BellSouth typically absorb costs that they don't believe they have a responsibility for?

A You know, that's a very broad question. I don't know if I could answer it in general terms. I would say it depends largely on the particular situation and what would be the fair judgment on that. And we felt like in this case -- given the conversion problems that continued with the ESSX after the March settlement, we felt like that was a goodwill gesture on our part to help TCCF advance their business plan.

Q Are there any instances that you're aware of where BellSouth has absorbed what you characterize here as significant costs for an ALEC?

A There probably are others. Again, TCCF was one of the first ALECs that we were involved with, and my guess is we'll probably have situations that we may ultimately make some judgments on.

Q Okay. Here's the question. Are you aware of any specific situations where BellSouth has absorbed costs that it believes are the responsibility of the ALEC?

A I think we've made other goodwill gestures, depending on specific situations, as it related to an individual CLEC's operations.

Q Okay. Can you give me some examples?

A We've made credit adjustments where we've felt like we had significant provisioning problems associated with a particular cut-over.

Q Were they in the magnitude of this quarter million dollars?

A Probably not that high, but knocking on the door.

Q I'm sorry?

A I said not quite that high.

COMMISSIONER CLARK: But then you said, "but knocking on the door."

WITNESS CATHEY: Well, I mean, they were substantial, but they were not $250,000.

COMMISSIONER CLARK: She just wanted you to repeat what you said.

WITNESS CATHEY: Okay. I'm sorry.

MS. KAUFMAN: That's right. I didn't hear

that last comment.

BY MS. KAUFMAN:

Q Now, still, I guess, on page 5 -- and I think you discussed this in your summary. You admit -- I mean, there's no disagreement among us, or between us, I guess, that BellSouth had problems provisioning ESSX?

A No, we had some difficulty.

Q And then on page 6, I guess the answer that begins on line 8, you describe the personnel problems that you had, and in fact, that you had to discipline one employee that was involved; correct?

A Yes. Again, ESSX is an extremely complex -- I'll try and not get too close there. It's an extremely complex product, and out of certain central office types, specifically our 1A offices, everything has to be done in a serial process, and it's all manual. And if people don't do things in exactly the right order, in some cases we cut people off early. And that's what we did in several instances with some of TCCF's customers.

Q And it got to the point that you had to discipline somebody that was involved in the situation; right?

A In this particular instance, we felt like

disciplinary action was warranted.

Q Now, when we talked about the problems that you've had with ESSX, I think you told me in your deposition that those problems included things like sequencing problems, translation problems, and order issuance problems; is that right?

A That's correct.

Q And you also had to give your employees additional training, didn't you?

A That's correct.

Q So they knew what to do?

A Sure.

Q Now, in addition, when you were working with TCCF on the ESSX situation, you had to limit the number of lines that you could provision at one time; is that correct?

A Out of the 1A-ESS offices, we did agree, mutually agree with TCCF to limit ten lines or one customer per day, and they felt like that was also in their best interest as well.

Q And as I understand it, the reason you had to put that limitation on the number of lines to be provisioned was because you felt like you couldn't provision more than ten lines in a quality fashion; is that correct?

A Our experience where we had a large number of the conversion problems were out of that particular central office type, so we agreed that in order to improve the confidence factor on those conversions that we would limit the number of lines. Certainly there were many other offices that didn't fall into that particular switch type that could have a great deal more capacity.

Q But on those, you set ten lines --

A There were a couple of offices, and we agreed to set it at ten per day.

Q It's also true -- and again, you might have mentioned this, but it's true that BellSouth found that provisioning of ESSX was a lot more difficult than they thought it would be; right?

A ESSX has always been extremely difficult to provision. This was a wholesale application that we had not ever seen before, and it did bring some of its own challenges.

Q BellSouth sells ESSX, I think we've established, to retail customers; correct?

A That's correct, with a different application than what TCCF was using --

Q Do you --

A -- it for here.

Q I'm sorry. Do you know -- do you have an idea of what the normal installation time is for a retail ESSX customer?

A I'm not sure, to be honest with you. It would be whatever is in the interval guide for ESSX.

Q Whatever is in the interval guide is what you provide your retail customers?

A Right.

Q Are you aware of a situation, Mr. Cathey, where all of the TCCF customers lost their long distance service around Thanksgiving time, this past Thanksgiving?

A I was made aware of that situation. I don't have the specific details around it, but I understand it maybe had something to do with a PIC problem.

Q Is it your understanding that all of the ESSX customers lost their service on that weekend?

A It wasn't my understanding that all of them did.

Q Most?

A I don't know, to be honest with you.

Q I guess we'll have to look at your deposition again. If you could turn to page 73, line 7, we talked about this situation.

A Hold on a second.

Q Sure.

A Okay.

Q Okay. And the question is, "Well, are you aware that all the ESSX customers lost their long distance the day before Thanksgiving?" And your answer was, "I believe I do have some awareness of that." Is that still your answer?

A That's correct.

MS. KEYER: Could we finish reading the rest of that, Ms. Kaufman?

MS. KAUFMAN: You're welcome to ask him on redirect, Ms. Keyer.

MS. KEYER: Well, I think when you're going to use a deposition to impeach a witness, it's appropriate to refer to the entire section that you're referring to.

COMMISSIONER CLARK: I just read it.

MS. KEYER: Okay.

COMMISSIONER CLARK: You can cover it on redirect.

BY MS. KAUFMAN:

Q I want to switch gears a little bit, Mr. Cathey, and talk about EDI with you.

A Okay.

Q I think you talk about that on page 9.
A Which document?
Q Page 9, beginning at line 20.
A Is this my deposition or my --
Q No, I'm sorry. This is back in your rebuttal testimony.
A Okay.
Q And you agree with Ms. Welch that she was told not to implement EDI; correct?
A We recommended a different interface for them.
Q And you recommended that they wait for TAG; correct?
A We felt like, based on what the needs of their business were, that TAG would be a more suitable interface for them.
Q And as I understand it, the reason that you thought TAG would be more suitable is because it eliminates what we've called the double entry of information?
A That's correct. And we knew that to be of primary concern to TCCF.
Q Okay. Can you explain for the Commission what that term means, double entry?
A Well, it basically means that the CLECs

have -- if they have a parallel ordering and billing system, they have to go in there and key it into their ordering and billing system, and they have to turn around and key it again into another system in order to send us the information. And with the TAG application, it allows the integration really of their own interface into ours.

Q So with EDI, they have to enter the same information two different times; correct?

A It was our impression that they may have to still do some double keying.

Q Do you know whether your retail representatives have to do double keying on their order systems?

A I would probably think not. I mean, I don't handle those particular orders, but I would probably think not.

Q You would be surprised if they did, wouldn't you?

A (Nodding head affirmatively.)

Q Now, you talked in your -- I'm sorry about jumping around, but we're going to go back to ESSX for a second. You talked in your summary about the two settlements.

A Right.

Q One settlement with TCCF was in March, I think March 14, 1997; correct?

A That's correct.

Q And it covered claims up to that date; correct?

A That's correct.

Q And then I think you referenced that you believe there was some other sort of settlement that occurred in October; correct?

A There was.

Q Okay. And you sent a letter to Mr. Ripper -- let me be sure I get the right one here -- October 7th. Commissioners, this happens to be KEK-23 to Mr. Koller's testimony, but I have additional copies if anybody needs one. Do you need a copy, Mr. Cathey?

A No, I've got one.

Q Okay. So you sent a letter to Mr. Ripper on October 7, 1997; correct?

A Yes.

Q And it is this letter that you represent to be some sort of settlement with TCCF?

A That's correct.

Q And we're going to, of course, look again at the last paragraph of the letter there.

A Right.

Q And it says two things that I want to ask you about. One is that there's going to be an amendment to the interconnection agreement between BellSouth and TCCF; correct?

A That's correct.

Q And it's true, isn't it, that there never was an amendment to the interconnection agreement?

A I don't know if there was for this particular BOR or not.

Q Do you think there was ever any amendment to the TCCF/BellSouth interconnection agreement?

A I don't know. This particular business opportunity request was supposed to have been amended, the agreement, when they signed and approved it.

Q Well, if there have been other Bell witnesses, for example, Mr. Hendrix, who testified that there was not an amendment to the interconnection agreement, would you take issue with that?

A That would be in his area of responsibility.

Q So he would know whether there was or was not?

A He would know.

Q The letter also says that there will be the execution of a full release and settlement agreement.

Do you see that at the bottom there?

A That's correct.

Q It's true, isn't it, that there never was a release and settlement executed?

A We had a verbal agreement, Mr. Ripper and I did, and we discussed that on the telephone the night that he sent me the reply back on October the 10th. He also acknowledged in there that he expected that he would receive a settlement agreement from BellSouth and understood the terms around us not charging them for the upgrade costs associated with their nonstandard ESSX arrangement.

But, no, we did not actually amend his agreement. It was my impression that this particular BOR, along with the hold harmless agreement, would have been negotiated through the contract group.

Q Okay. You kind of got two things confused there, I think. I wasn't asking you in this question about the amendment of the interconnection agreement. I was asking you whether there was ever a full release and settlement executed. And it's true, isn't it, that there was not a release and settlement executed?

A Not a written format. But again, Mr. Ripper and I had a verbal agreement.

Q Mr. Ripper wrote back to you, didn't he, in

response to your October 7th letter?

A Yes, he did.

Q And he wrote back to you on October 10th; correct?

A Yes, he did.

Q And this letter is already in the record as Exhibit Number 12. Have you got a copy of that?

A I thought I brought one with me, but I don't.

Q I've got one.

A Okay.

Q This is Mr. Ripper's response to your October 7th letter; correct?

A That's correct.

Q Okay. And he took issue with some of the comments that you made in your October 7th letter; correct?

A Yes, he did.

Q In fact, he took issue with a number of your comments, didn't he?

A (No response.)

Q I'm sorry. He took issue with a number of things you said in your October 7th letter?

A He pointed out some things he didn't agree with. He also accepted a few too.

Q I beg your pardon?

A I said he accepted some as well.

Q Okay. But I guess the point I'm trying to make is, he certainly didn't agree with everything that you said in the letter that you sent to him?

A That's correct.

MS. KAUFMAN: Could I have a minute, Commissioner Clark?

(Pause.)

BY MS. KAUFMAN:

Q Mr. Cathey, BellSouth sells ESSX Service to the Federal Government, doesn't it?

A I would presume that we do. I don't have particular knowledge of who has bought or not bought that particular product. I would say it certainly would meet an application of a government.

Q And when they provide that service to the government, they provide call -- when I say they, I should say BellSouth provides call detail per station to FTS 2000; is that correct?

A I don't have any knowledge of that particular product, I mean, in that application. I just don't.

Q BellSouth sells ESSX to the State Government, doesn't it, the State of Florida?

A Again, I'm not on the retail side, so it would only just be an assumption on my part that that product would have met some of their applications.

Q Okay. Well, let's assume that you do. I think we can do that for the purposes of the question.

Assuming that Bell does sell ESSX to the State Government, wouldn't you think that they would also be providing call detail to the government?

A I don't know their particular application to be able to respond to that question.

Q Do you think that the State might not need call detail?

A Again, are you talking local call detail, are you talking long distance call detail?

Q I'm talking long distance.

A I really don't know whether or not they're provided that or not.

Q Do you know whether ESSX customers have the option of having what's called SMDR, System Message Detail Recording, that provides call detail?

A I believe there is an application with ESSX.

Q And that would provide the call detail that you were discussing earlier?

A In some cases. I don't know if it would

work with this particular application here or not.

Q You also -- I think we started our discussion with the 4,000 and some lines that you referenced in your summary.

A That's correct.

Q Mr. Hendrix provided a letter to Mr. Ripper -- and actually, I can walk back there and get it; it's on the other blowup -- in which he said that BellSouth would provide all the lines that TCCF requested. Are you familiar with that letter?

A I remember seeing the letter.

Q So that letter doesn't put any limit on the number of lines that BellSouth will provide, does it?

A It was my impression it still did. I mean, what --

Q I'm sorry?

A It does. The original --

Q I'm going to go ahead and get it. If you want to continue your answer, I can --

A Okay. The original request that Mr. Ripper sent in right after he had signed his interconnection agreement dealt with 19 offices, and subsequent to that we added four additional central offices to allow them to grow their total base of customers from about 3,800 lines to about the 4,600 that I mentioned

before. And it was my impression that this particular letter was acknowledging that we did agree to let them grow from the 19 offices to the 23 offices, which would allow them the capacity to sell the 4,632.

Q Okay. So where Mr. Hendrix says there in that middle paragraph, "We will honor your request for additional ESSX lines," you read into that that means up to the additional 23 offices?

A That's correct, because originally his request was for 19 offices, and later it was amended to include 23.

Q Of course, the letter doesn't say that, does it?

A No, it doesn't specifically, but it doesn't not say it either. I mean --

Q Mr. Cathey, have you had any firsthand involvement in the provisioning of ESSX for TCCF and the problems that we've heard described here in the past day and today, or has your information come from folks that have reported to you?

A Well, I've had firsthand knowledge of when things go wrong, because I've been actively involved in escalations from TCCF around those particular situations, so I would say in some cases very detailed firsthand knowledge.

Q And in other cases it's knowledge that people have reported to you?

A Sure.

MS. KAUFMAN: That's all I have. Thank you very much.

COMMISSIONER CLARK: Staff?

MS. McKINNEY: Yes, Commissioner.

CROSS EXAMINATION

BY MS. McKINNEY:

Q Hello, Mr. Cathey.

A Hello.

Q When you were speaking with Ms. Kaufman, you made mention of this, and I'm going to refer you to your rebuttal testimony where you specifically talk about what I want to ask you about.

A Okay.

Q If you could turn to page 4, please, lines 10 through 17, there you state that TCCF's particular order for ESSX Service required BellSouth to terminate PRI into an ESSX common block.

A That's correct.

Q Can you explain to me what that means, please?

A Well, again, it dealt around with TCCF needing to pass their interexchange carrier the

necessary station information so that they could settle their billing back to the end user for the long distance. That wasn't described in this particular architecture here, and when we asked the question to TCCF about how they were going to get their billing information, we didn't get an answer. So we came up with a second alternative to be able to terminate PRI into that interface, which would provide the calling station name information to the long distance carrier.

That particular PRI interface is not tariffed into a long distance carrier network interface, and any way I look at it, that's not part of a standard ESSX arrangement.

COMMISSIONER JACOBS: So in your mind then, did that take them out of the grandfathering issue?

WITNESS CATHEY: I think the grandfather issue is whole completely separate thing.

COMMISSIONER JACOBS: Separate thing. That just took them out of the tariff?

WITNESS CATHEY: Yes. I mean, they would have the same need even if this was MultiServ sitting up here, which is clearly an option for them from this point forward. They really need not this arrangement. They need the PRI interface in order to

still be able to settle the long distance back with their exchange carrier.

COMMISSIONER JACOBS: So at this point, though, they were outside of the tariff?

WITNESS CATHEY: That's correct. And that's why we had to do the business opportunity request or the BOR.

COMMISSIONER JACOBS: Okay. I'm sorry.

MS. McKINNEY: Staff has no additional questions for Mr. Cathey.

COMMISSIONER CLARK: Redirect.

MS. KEYER: I have just a couple.

REDIRECT EXAMINATION

BY MS. KEYER:

Q Mr. Cathey, I believe Ms. Kaufman made a general statement asking about whether BellSouth -- whether the resale -- or whether retail sells ESSX Service. Do you know if BellSouth is currently selling ESSX to retail customers?

A I don't believe they are. I think it's only for existing contracts they have. They're allowed to continue those.

Q Okay. I want to go back to your deposition on page 73 and follow back up on that, on Ms. Kaufman's question about whether or not all of the

customers were out, and I believe she referred you to page 73 of your deposition.

A Yes.

Q Following up on that same page, there was discussion between Ms. Kaufman and myself, and then there was a follow-up question that said, "What was the problem? Do you know?" And your answer was, "I can't remember the specifics, to be honest with you. Mr. Wilburn could probably give you." And then I believe later on the top of page 74, Ms. Kaufman said, "Do you know how long these customers were without service?" And you answered you don't remember. Was that consistent with what you had answered to Ms. Kaufman earlier?

A Yes, it is.

Q In the letter that Ms. Kaufman referred to of October 10th of '97 that Mr. Ripper sent back to you in response to your October 7th letter, Mr. Ripper did not take exception in his October 10th letter to your first statement that you and he had agreed to resolve outstanding operational issues, did he?

A No, he did not.

Q And in fact, was there any doubt in your mind at that point that BellSouth and TCCF had agreed to resolve outstanding operational issues at that

point?

A Yes, it was.

Q And did the letters of October 7th and October 10th, as well as the -- I guess the several hundred --

A 250,000.

Q Right, the $250,000, is that representative of that settlement?

A Yes, it is.

MS. KEYER: I don't have any further questions.

COMMISSIONER CLARK: Exhibits?

MS. KEYER: Yes. I would like to move the exhibits in.

COMMISSIONER CLARK: Exhibits 22 and 23 will be admitted without objection.

(Exhibits 22 and 23 were received in evidence.)

COMMISSIONER CLARK: Thank you, Mr. Cathey.

Ms. Kaufman, how much do you have for Mr. Pate?

MS. KAUFMAN: Twenty or 30 minutes, I would say.

COMMISSIONER CLARK: All right. Staff?

MS. McKINNEY: No questions, just an

exhibit for Mr. Pate.

COMMISSIONER CLARK: Okay. Why don't we take ten minutes, and we'll come back, and then we can finish before lunch.

(Short recess.)

COMMISSIONER CLARK: We'll call the hearing back to order. Ms. Keyer?

MS. KEYER: BellSouth calls Ron Pate.

- - - - -

RONALD M. PATE

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

DIRECT EXAMINATION

BY MS. KEYER:

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

A Yes. My name is Ron --

COMMISSIONER CLARK: Was Mr. Pate sworn in? Was he here?

WITNESS PATE: Yes. I was here; right.

My name is Ron Pate, and my address is 675 West Peachtree in Atlanta, Georgia.

BY MS. KEYER:

Q Is your microphone on?

A It says on.
Q Okay.
A Is that better?
Q By whom are you employed, Mr. Pate?
A I'm employed by BellSouth Telecommunications.
Q Have you previously caused to be prepared and prefiled in this case rebuttal testimony consisting of 18 pages?
A Yes, I have.
Q Do you have any changes to that testimony?
A Yes, I have one change. It's on page 12, line 4. I'm going to change the word "in" -- it's the third word over -- to "targeted for." So it should read, "The interfaces targeted for July 1999."
Q Are those all the changes?
A That's correct, those are all.
Q If I were to ask you the same questions that are in your prefiled rebuttal testimony today, would your answers be the same?
A Yes, they would.
MS. KEYER: I would like to have Mr. Pate's testimony inserted into the record as if read.
COMMISSIONER CLARK: It will be inserted in

the record as though read.

BY MS. KEYER:

Q Mr. Pate, did you also have two exhibits, RMP-1 and RMP-2, associated with your rebuttal testimony?

A Yes, I did.

Q Do you have any changes or corrections to those exhibits?

A No, I do not.

MS. KEYER: I would like to have Mr. Pate's rebuttal testimony exhibits identified, marked for identification.

COMMISSIONER CLARK: They'll be marked as Exhibit 24.

(Exhibit 24 was marked for identification.)

BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF RONALD M. PATE

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 981052-TP

DECEMBER 21, 1998

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

A. My name is Ronald M. Pate. I am employed by BellSouth Telecommunications, Inc. ("BellSouth") as a Director, Interconnection Services. In this position, I handle certain issues related to local interconnection matters, primarily operations support systems. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Georgia Institute of Technology in Atlanta, Georgia, in 1973, with a Bachelor of Science Degree. In 1984, I received a Masters of Business Administration from Georgia State University. My professional career spans over twenty-five years of general management experience in operations, logistics management, human resources, sales and marketing. I joined BellSouth in 1987, and have held various positions of increasing responsibility in both BellSouth's regulated and non-regulated entities.

Q. HAVE YOU TESTIFIED PREVIOUSLY?

A. Yes. I have testified before the Louisiana Public Service Commission.

Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE THIS COMMISSION?

A. No.

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

A. The purpose of my testimony is to rebut the direct testimony filed by Andrea K. Welch of the Telephone Company of Central Florida ("TCCF"). Specifically, I will address Operations Support Systems issues.

Q. HAS BELLSOUTH PROVIDED TCCF WITH ELECTRONIC INTERFACES WHICH ENABLE TCCF TO ORDER RESALE SERVICES?

A. Yes. Contrary to Ms. Welch's statement on page 9 of her testimony that such electronic interfaces do not exist, BellSouth has made a variety of electronic interfaces available to ALECs for the pre-ordering and/or ordering of resale services. These interfaces are: the Telecommunications Access Gateway ("TAG", formerly known as API"),

Electronic Data Interchange ("EDI"), the Local Exchange Negotiation System ("LENS"), and EC-Lite.

Q. ON PAGE 12 OF HER TESTIMONY, MS. WELCH DESCRIBES THE ELECTRONIC OSS INTERFACES THAT BELLSOUTH HAS OFFERED TO TCCF (TAFI, EDI, LENS, AND TAG). ARE HER DESCRIPTIONS OF THESE INTERFACES CORRECT?

A. No. It is clear from Ms. Welch's descriptions that TCCF does not understand the purpose of the electronic interfaces that BellSouth offers to ALECs. I will discuss each of these interfaces and explain why TCCF's assessment of them is incorrect.

Q. MS. WELCH, ON PAGES 12 AND 13, STATES THAT THE TROUBLE ANALYSIS AND FACILITATION INTERFACE ("TAFI") DOES NOT PROVIDE FOR "ORDER FLOW THROUGH." WHAT IS THE PURPOSE OF THE TAFI INTERFACE?

A. TAFI is an interface for repair and maintenance functions, not ordering.

Q. MS. WELCH STATES, ON PAGE 12, THAT MANUAL INTERVENTION IS REQUIRED WHEN USING TAFI. DO YOU UNDERSTAND HER COMPLAINT?

A. No. TAFI is a user-friendly interface that often enables trouble reports to be cleared remotely by the repair attendant handling the initial customer contact, frequently with the customer still on the line. With this system, any repair attendant, including an ALEC's repair attendant, can correctly handle a trouble report on any telephone number-based service. When using TAFI, an ALEC repair attendant must interact with the end-user customer and with TAFI, which is an interactive system, and enter information and respond to the system as necessary. Because TAFI interacts with downstream systems, without manual intervention, I do not understand what Ms. Welch means when she states that TAFI requires manual intervention.

I should also mention that TAFI is the same system used by BellSouth's retail repair attendants. By offering TAFI to ALECs, BellSouth is providing ALECs with the same access to repair and maintenance OSS that BellSouth retail has.

Q. PLEASE DESCRIBE HOW TAFI WORKS.

A. TAFI is a common presentation expert system (a human-to-machine interface with intelligence to do diagnostics) that provides rapid, consistent, and efficient automated trouble receipt, screening, and problem resolution. It is an interactive system that prompts the repair attendant with questions and instructions while automatically interacting

with other internal systems as appropriate. TAFI also provides for the queuing of reports to enable the repair attendant to work on several customer troubles simultaneously, and it provides on-line reference tools. TAFI can also be used to view maintenance histories. TAFI gives ALECs direct access to each ALEC's end-user customers' maintenance histories. If TAFI determines that a trouble report must be dispatched to a downstream center or field work group, TAFI passes the trouble ticket to the Line Maintenance Operating System (LMOS), which dispatches the trouble report to the appropriate Installation & Maintenance (I&M) work group. If the ticket needs to be handled by a Central Office (CO) field work group, LMOS passes the ticket to the Work Force Administration (WFA) - Dispatch In module, which loads the ticket to the next available CO technician. No distinction is made in priority between tickets related to ALEC customers versus tickets related to BellSouth retail customers.

Q. MS. WELCH COMPLAINS, ON PAGES 12 AND 13, THAT TAFI IS SLOWER AND LESS EFFECTIVE THAN MANUAL PROCESSES FOR TROUBLE TICKETS. PLEASE COMMENT.

A. Because Ms. Welch does not describe the processes used by TCCF, I cannot comment specifically about TCCF's complaints. If TCCF's business plan is simply to open and close trouble tickets for its customers, then perhaps TCCF's current process is the most effective for it. If TCCF is interested in doing more, for example, diagnosing many of its

customers' troubles while the customers are on the telephone, or in tracking trouble tickets or viewing customers' trouble histories on-line, then it should consider TAFI.

Q. ON PAGE 12, MS. WELCH STATES THAT EDI DOES NOT PROCESS ORDERS WITH MORE THAN SIX LINES AND DOES NOT PROCESS "ADDS, MOVES OR CHANGES." SHE ALSO STATES ON PAGE 16 THAT TCCF BELIEVES THAT BELLSOUTH DOES NOT CURRENTLY OFFER ELECTRONIC INTERFACES THAT PROCESS "ADDS, MOVES AND CHANGES." ARE THESE STATEMENTS CORRECT?

A. No. EDI, the industry standard, machine-to-machine interface offered to ALECs, has always been able to process orders with more than six lines and "adds, moves or changes" for orders. These functions also became available via the TAG on November 1, 1998. Perhaps, Ms. Welch has confused EDI with LENS. It is true that LENS currently does not process orders with more than six lines (with the exception of "switch as is" orders) or "adds, moves or changes."

Q. MS. WELCH ALSO STATES THAT EDI DOES NOT PROCESS ANY COMPLEX ORDERS. DOES EDI SUPPORT THE ORDERING OF ANY COMPLEX SERVICES?

A. Yes, and these services may also be ordered via TAG. There are four complex services that ALECs may order via the EDI or TAG electronic interfaces: PBX trunks, SynchroNet® (a private line data service), ISDN-Basic-Rate service, and hunting.

In addition, an ALEC may use the EDI, TAG, or LENS interfaces to place a resale order for any complex service, with any number of lines, as long as the end-user simply is "switching-as-is" from BellSouth to an ALEC. Other than the four complex services available via EDI and TAG and "switch-as-is" services, complex services requiring account team handling are handled in substantially the same manner for both ALEC and BellSouth retail customers.

Q. YOU MENTIONED THAT SOME COMPLEX SERVICES REQUIRE ACCOUNT TEAM HANDLING. PLEASE EXPLAIN HOW THESE SERVICES ARE HANDLED FOR BELLSOUTH AND FOR ALECS.

A. Non-discriminatory access does not require that all information and functions be electronic and involve no manual handling. Many services, primarily complex services, involve substantial manual handling by BellSouth account teams for BellSouth retail customers. Thus, non-discriminatory access to certain functions for ALECs may also legitimately involve manual processes for these same functions.

The manual processes BellSouth uses for complex resold services offered to the ALECs are substantially the same processes used for BellSouth's complex retail services. The specialized and complicated nature of complex services, together with their relatively low volume of orders relative to basic exchange services, renders them less suitable for mechanization, whether for retail or resale applications. Complex, variable processes are difficult to mechanize, and BellSouth has concluded that mechanizing many lower-volume complex retail services would be imprudent for its own retail operations, in that the benefits of mechanization would not justify the cost. Since the same manual processes are in place for both ALEC and BellSouth retail orders, the processes are competitively neutral.

Q. COULD YOU PROVIDE AN EXAMPLE OF THIS PROCESS?

A. Yes. There are two types of complex services: "Non-designed" and "Designed." A "Non-designed" service is a class of service with a Universal Service Order Code ("USOC") that does not require special provisioning and is served by one central office or wire center. A "Designed" service involves special engineering and provisioning.

An example of a "Designed" complex service for which retail handling is not fully mechanized is SmartRing® service, a private line service available to both retail customers and to resellers. In both cases, the pre-

ordering and ordering processes are largely manual. Nonetheless, these manual pre-ordering and ordering processes are substantially the same for both retail and ALEC orders. Orders for retail services are handled primarily by the appropriate business unit for retail services -- BellSouth Business Systems (BBS) account teams. Orders for ALEC services are handled by the appropriate business unit for ALEC services – ALEC account teams which are part of Interconnection Services (ICS). ICS's account team handling of complex services for ALECs is substantially the same as BBS's account team handling of complex services for BellSouth's retail customers; they both use the substantially same processes as described below.

Q. COULD YOU ILLUSTRATE HOW THESE PROCESSES ARE SUBSTANTIALLY THE SAME?

Yes. Attached are Exhibits RMP-1 and RMP-2 which depict the processes for ordering MultiServ, a complex services offering, for ALECs and for BellSouth. To perform the pre-ordering activity for complex services, which is known as a "service inquiry," a systems designer on the appropriate BBS or ICS account team fills out an extensive paper form and then provides that form to the project manager for further manual activities. On approval of either the retail customer or the ALEC, as appropriate, the paper service inquiry is re-initiated as a firm order, which also is an extensive paper form with subsequent manual distribution. In

both the retail and the resale cases, the Firm Order Package is manually handed off to the service center, where paper service order worksheets are created to assist in initiating service orders in the ordering system. At that point, orders are typed into the appropriate service order system for the customer's location, either the Direct Order Entry ("DOE") system (in North Carolina, South Carolina, Georgia, and Florida) or the Service Order Negotiation System ("SONGS") in Alabama, Kentucky, Louisiana, Mississippi, and Tennessee). This order entry is the same for both the retail and the resale situations, and thus does not result in a different customer "experience" in either case. The person who enters the complex order in BellSouth's systems never has any contact with the end-user customer, whether the customer belongs to an ALEC or BellSouth. After the service order is input, the account team and project manager are notified by e-mail of the service order numbers and due dates. The account team manually reviews the service order for accuracy and follows up as necessary. These processes, with their substantial reliance on manual handling and paper forms, are common to both retail and ALEC orders.

Q. IF AN ALEC WANTED TO PURSUE THE MECHANIZATION OF COMPLEX ORDERS, WHAT AVENUES DOES IT HAVE?

A. If any ALEC, in exercising its independent business judgment, were to reach a different conclusion regarding the costs and benefits of

mechanization, it could fund the cost of complex service mechanization through a bona fide request for additional functionality. Another way for an ALEC to suggest the addition of a complex service or complex services to an electronic interfaces is through the Electronic Interface Change Control Process ("EICCP"). This process was established by BellSouth and the ALECs. Generally, an ALEC, registered to participate in the Electronic Interface Change Control Process, may propose changes to the electronic interfaces. Part of the process includes a vote or votes by the participating ALECs to establish the priority of the potential changes. A participating ALEC must be a user of an interface in order to vote and rank the potential change(s) for that particular interface. A third way for an ALEC to suggest changes, such as the addition of complex services to an electronic interface, is via the Ordering and Billing Forum, which sets the standards for ordering.

In addition to the processes described above, BellSouth has implemented e-mail service inquiries and ordering for one type of complex service, frame relay, with two ALECs. BellSouth is ready to accept requests from other ALECs for trials for other specific products.

Q. ARE THE ALECS PARTICIPATING IN THE EICCP CONSIDERING CHANGES TO THE ELECTRONIC INTERFACES THAT WOULD INCLUDE FUNCTIONALITY FOR COMPLEX SERVICE ORDERING?

A. Yes. The ALECs involved in the EICCP have determined which of the functionality and features from versions 8.0, 9.0, and 10.0 of the Ordering and Billing Forum ("OBF") standards will be included in a major release of the interfaces ~~by~~ targeted for July, 1999. The first standards for complex services are part of version 9.0 of the OBF standards.

Q. IS TCCF A REGISTERED MEMBER OF THE EICCP?

A. Yes.

Q. ON PAGES 12-13, MS. WELCH EXPLAINS THAT "ORDER FLOW THROUGH IS ACHIEVED WHEN A HUMAN KEYS RELEVANT ORDER INFORMATIONA INTO BLANKS ON AN ORDERING SCREEN, PUSHES A BUTTON, AND THE ORDER IS RECEIVED, PROCESSED AND TURNED VIA MACHINE. THE PROCESS IS MACHINE-TO-MACHINE AFTER INITIAL INPUT OF THE ORDER." DO YOU AGREE WITH TCCF'S DEFINITION OF FLOW THROUGH?

A. Yes, but with one significant exception. An order can be said to flow through an electronic ordering system only when an ALEC or BellSouth representative takes information directly from the customer and inputs it directly into the electronic ordering interface without any changes or manipulation of the customer's information.

Earlier in my testimony, I discussed how complex orders for ALECs and BellSouth are handled in substantially the same time and manner. In the case of complex orders, such as ESSX®, there are systems designers and consultants involved in the work flow between the ALEC or BellSouth representative who takes the order and the person who inputs the order into the system. These designers and consultants clarify and expand on the information from the end user customer as necessary to prepare the order for input . Therefore, complex orders cannot be said to flow through because there is significant manual handling, which varies from order to order, between the time order information is taken by the ALEC or BellSouth representative and before the order is input.

Flow through for ALEC orders can be said to "start" when an electronically-submitted order reaches BellSouth and flows through the edit checking and service order generation systems and reaches the Service Order Control System ("SOCS") without any human intervention.

Q. MS. WELCH, ON PAGES 12 AND 13, STATES THAT "EDI DOES NOT PROVIDE FOR ORDER FLOW THROUGH" THAT "ORDER FLOW THROUGH CANNOT BE ACHIEVED USING EDI", AND THAT "ORDER FLOW THROUGH CANNOT BE ACHIEVED WITH THE EXISTING OSS." ARE THESE STATEMENTS CORRECT?

A. No. EDI, TAG, and LENS provide mechanized order generation for 30 resale services. EDI and TAG also provide mechanized order generation for 4 UNEs available. "Mechanized order generation" means that all aspects of order generation - including firm order confirmations and completion notices - are fully mechanized for these services. These orders will flow through EDI, TAG, or LENS and into BellSouth's systems without any manual intervention if the orders are complete and correct.

Q. CAN LENS BE USED ONLY FOR PRE-ORDERING, AS MS. WELCH STATES ON PAGE 12, AND THEN AGAIN, ON PAGE 13?

A. No. As I have already indicated, LENS may be used for ordering as well, and has been available for that purpose since it was introduced in April, 1997. Since TCCF uses LENS for pre-ordering, as Ms. Welch comments on page 13 of her testimony, I am surprised that TCCF has not noticed that there is a firm order mode "link" on the LENS Main Menu screen (the first screen seen after the ALEC user logs in).

Q. MS. WELCH STATES THAT, ON NOVEMBER 1, 1998, THAT TAG WAS INTRODUCED FOR PRE-ORDERING ONLY. IS THIS TRUE?

A. No. Pre-ordering via TAG became available on August 31, 1998. Ordering became available on November 1, 1998.

Q. ON PAGE 12 OF HER TESTIMONY, MS. WELCH STATES THAT TAG WILL REPLACE EDI AND LENS? PLEASE COMMENT.

A. TAG is not a replacement for EDI, which is one of BellSouth's industry-standard, machine-to-machine interfaces for ordering for ALECs. TAG provides machine-to-machine pre-ordering and ordering interfaces based on the CORBA standard, which BellSouth believes will likely be the single long-term standard for pre-ordering. Since TAG is a machine-to-machine interface, an ALEC that chooses to use TAG must build its side of the interface.

LENS continues to be available to ALECs. LENS will be upgraded in 1999 to add significant additional functionality.

Q. ON PAGE 15, MS. WELCH QUESTIONS WHY BELLSOUTH HAS NOT MADE ITS OSS FOR ORDERING, RNS, DOE, AND SONGS, AVAILABLE FOR RESELLERS. PLEASE COMMENT.

A. Contrary to TCCF's suggestion, giving the ALECs access to the Regional Negotiation System ("RNS"), Direct Order Entry ("DOE") system, and Service Order Negotiation System ("SONGS") for their orders would not have been the "quickest and most efficient solution" for BellSouth or ALECs.

There are several problems with TCCF's suggestion. First, the Telecommunications Act of 1996 does not require identical access, but rather non-discriminatory access. Second, as Ms. Welch notes, BellSouth does not have a single system that it uses for its own customers. As she describes on pages 14 and 15 of her testimony, BellSouth uses three different systems for ordering: RNS for residential customers throughout BellSouth's region; DOE for business customers in Florida, Georgia, North Carolina, and South Carolina; and SONGS for Alabama, Kentucky, Louisiana, Mississippi, and Tennessee. DOE and SONGS also are used for certain types of residential transactions that RNS does not process. Thus, if ALECs were to use the "same interfaces" as BellSouth, they would have to implement three different interfaces to place orders in BellSouth's region, instead of just one pre-ordering interface and one ordering interface, which can be integrated -- or just one interface if LENS is used for pre-ordering or ordering -- for the entire region.

TCCF, via Ms. Welch's testimony on page 15, "does not understand why BellSouth has chosen not to use [RNS, DOE, and SONGS] for the processing of reseller orders." One reason is that these systems would not support all types of ALEC resale orders. For example, RNS does not support the most basic types of ALEC resale orders, "switch-as-is" and "switch-with-changes."

Another problem with using BellSouth's systems instead of interfaces designed for ALECs would be industry standards. RNS, DOE, and SONGS do not follow the industry standards for ordering, and do not follow the proposals emerging from the industry committee.

Finally, RNS, DOE, and SONGS were all designed in a manner that suits the vision and business practices of BellSouth, not of ALECs, and contain proprietary information.

Q. HAS THIS COMMISSION DEALT WITH A SIMILAR REQUEST BY ANOTHER ALEC?

A. Yes. In Docket 980119-TL, Supra Telecommunications & Information Systems, Inc. ("Supra") asked this Commission to order BellSouth to provide Supra with access to BellSouth's retail interfaces. The Commission found that BellSouth should not be "required to provide Supra with the exact same interfaces that [BellSouth] uses for its retail operations."

Q. WOULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?

A. Yes. Contrary to TCCF's statements, BellSouth has made non-discriminatory electronic interfaces to BellSouth OSS available to TCCF and all other ALECs.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

BY MS. KEYER:

Q Have you prepared a summary, Mr. Pate, of your testimony?

A Yes, I have.

Q Would you please give that to the Commissioners?

A Certainly.

Good morning, Commissioners and Staff. The purpose of my testimony is to provide clarity and insight with respect to the capabilities of the interfaces to the operating support systems, OSS, that BellSouth makes available to ALECs. I will also respond to statements made in the testimony of Ms. Welch of the Telephone Company of Central Florida, TCCF.

BellSouth is dedicated to providing ALECs with nondiscriminatory access to operating support systems functions for preordering, ordering, provisioning, maintenance and repair, and billing for network elements and resale services as required under the Telecommunications Act of 1996.

What the FCC has said about nondiscriminatory access is that BellSouth must provide ALECs access to these required functions and information for resold services in substantially the

same time and manner as BellSouth provides access to its retail units. Neither the Telecommunications Act nor the FCC requires that ALECs' access be identical, but rather that it must be nondiscriminatory access.

Specific to the functions of preordering, ordering, and provisioning, BellSouth has made a variety of electronic interfaces available for resale. These interfaces available for resale services are the Telecommunications Access Gateway, TAG, the Electronic Data Interchange, EDI, and the Local Exchange Negotiation System, LENS.

For the function of preordering, BellSouth provides ALECs with real-time access to the same preordering databases used by BellSouth's retail representatives through either LENS or TAG. For the functions of ordering and provisioning, BellSouth provides ALECs with two nondiscriminatory industry standard systems, EDI and TAG, as well as LENS. All of these interfaces are superior to the accesses used by BellSouth retail units, in that they provide a single interface for both residential and business customers throughout all nine BellSouth states.

Using these systems, an ALEC such as TCCF may place a resale service order for any service, including any complex service, as long as the end user

customer is simply switching as is from BellSouth to that ALEC. For ALECs ordering new installations for customers or for customers switching with changes, EDI and TAG currently support electronic ordering and provisioning for services representing 80% of BellSouth's total retail operating revenue. This includes 34 resale services, four of which are complex. The complex services are PBX trunks, Synchronet, which is a private line service, basic rate ISDN, and Huntings.

ALECs may use LENS to order the 30 noncomplex resale services that are also available via EDI and TAG.

It is important that clarity be given to the term "nondiscriminatory access." Nondiscriminatory access does not require that all information and all functions be electronic and involve no manual handling. Many services, in fact, most complex services, involve substantial manual handling by the BellSouth account teams for BellSouth retail customers. Thus, nondiscriminatory access to certain functions for ALECs may also legitimately involve manual processes for these same functions.

As illustrated by the exhibits filed with my rebuttal testimony for ordering MultiServ, a

complex service, the process provided an ALEC, although it is manually intensive, is accomplished in substantially the same manner and time as that provided by BellSouth's retail units. As the national standards are established for complex service orders, BellSouth will increase the mechanization of complex services for ALEC interfaces, even though BellSouth's own internal process may continue to be manual.

The first standards for complex services are part of Version 9.0 of the Ordering and Billing Form, OBF, standards. BellSouth has targeted portions of Version 9.0 for implementation, as agreed to by the ALECs, in the third quarter of this year.

ALECs are successfully using the LENS and EDI interfaces, and this is evidenced by the dramatic increase of local service requests, LSRs, placed using these interfaces. For example, in March 1998, 2,750 LSRs were placed via EDI.

MS. KAUFMAN: Excuse me, Commissioner Clark. I'm sorry to keep interrupting, but I don't recall any statistics in Mr. Pate's testimony in regard to increase in order numbers.

COMMISSIONER CLARK: Ms. Keyer?

MS. KEYER: I believe there is an issue as to -- I mean, we're talking about the

nondiscriminatory access.

COMMISSIONER CLARK: Tell me where I should look.

MS. KEYER: There may not be specific numbers in -- no, I don't believe there are.

COMMISSIONER CLARK: Mr. Pate, this is just a summary of what you've already filed. If you could limit it to that, we would appreciate it.

WITNESS PATE: Sure.

For the LSRs submitted using LENS and EDI interfaces, electronic flow-through results continue to progress. BellSouth defines electronic flow-through as an LSR that's entered by an ALEC into one of BellSouth's electronic ordering interfaces, the TAG, the EDI, and the LENS, and is electronically submitted to the Service Order Control System, which is referred to as SOCS, untouched by human hands.

Ms. Welch has talked about electronic ordering and the inability for flow-through. This has improved tremendously over the past several years, showing electronic flow-through to be a fact that it is accomplished using the interfaces that BellSouth offers.

BellSouth developed the LENS, EDI, and TAG interfaces to provide ALECs with the quickest and most

efficient solution for access in substantially the same time and manner. To date, TCCF has chosen not to deploy these interfaces for ordering and provisioning activities, a decision I can only assume is based on TCCF's business plan. I base this conclusion from the facts known to me that ALECs are processing LSRs electronically as an integral part of their market entry strategies.

With respect to repair and maintenance OSS, TCCF and other ALECs have nondiscriminatory access, including the opening of trouble tickets via the Trouble Analysis and Facilitation Interface, TAFI, and the Electronic Communications Trouble Administration, ECTA, Gateway.

Contrary to Ms. Welch's testimony, TAFI does not provide for order flow-through. The purpose of TAFI is for repair and maintenance and not ordering. Thus, the term "order flow-through" has no relevance for this interface. TAFI, simply stated, is a user-friendly repair and maintenance interface that often enables trouble reports to be cleared by the repair attendant handling the initial customer contact, frequently with the customer still on the line.

But the main point I would like to clarify

is that TAFI is the same repair and maintenance interface used by BellSouth's retail repair attendants. Thus, in this case of TAFI, the ALEC is being provided with identical access, and therefore, without question, nondiscriminatory access.

The ALEC TAFI system combines the functionality of the separate business and residence functions of TAFI used by BellSouth's repair attendants. Thus ALECs have the advantage of a single system for all types of basic exchange service trouble reports.

Aside from ALECs' access to a single system for business and residential facilities and service, there's only one minor difference between the ALEC TAFI system functionality and the BellSouth TAFI system functionality. The ALEC TAFI system contains a security screening step that is required to ensure the confidentiality of each ALEC's information, because the ALEC TAFI system will be used by repair attendants from multiple ALECs.

TAFI identifies each ALEC's repair attendants by company and allows each ALEC's repair attendants to access records specifically for that ALEC's customers. This process typically takes about two to three seconds. Once that validation check has

been performed, the ALEC repair attendant has access to the full range of TAFI functionality that is available to BellSouth repair attendants for both business and residence exchange services.

This interface is being used by ALECs. The cumulative number of ALECs that have used TAFI today is 45.

BellSouth also made available to ALECs in November of '97 a machine-to-machine local exchange trouble reporting interface which conforms to the T1-M1 standard for local exchange trouble reporting and notification. This is the Electronic Communications Trouble Administration, ECTA, Gateway. This interface supports both telephone number and circuit identified services.

To summarize, the BellSouth interfaces provide ALECs with access to the required functions and information in substantially the same time and manner as BellSouth's access experienced by BellSouth's retail units. Based on volumes of LSRs received and electronic flow-through results, it is clear that numerous ALECs are employing these interfaces successfully. TCCF's decision to use or not to use these interfaces is one which only TCCF can make.

Thank you. This concludes my summary.

MS. KEYER: Mr. Pate is available for cross.

COMMISSIONER CLARK: Ms. Kaufman?

CROSS EXAMINATION

BY MS. KAUFMAN:

Q Good afternoon, I guess, Mr. Pate. It's a bit after 12:00.

On the bottom of page 2 of your rebuttal testimony, you say that BellSouth has made a variety of electronic interfaces available for preordering and ordering. It's page 2, lines 21 through 24.

A Yes.

Q Okay. I just wanted to be sure we were at the same place.

When you make that statement there, are you basically talking about EDI, LENS, and TAG?

A In this statement, yes. There have been some others provided, but these are the ones that we're currently marketing, yes.

Q Those are the main ones we ought to be focusing on?

A Yes, that's correct.

Q And I guess it would be true that in your view, these systems are out in the field and they're

functioning correctly; is that right?

A Yes. They're functioning correctly for their design. And some of them have limited functionality and some differences, but they are functioning correctly.

Q Now, Mr. Pate, I'm correct, am I not, that you have been in your current position for about eight months?

A That's correct.

Q And during the time that you've been in that position, I think you told me that you have visited one ALEC; is that correct?

A At that time that was correct. Now it's two.

Q Okay. So you've visited two ALECs. And the one that we discussed at your deposition, I think you told me you watched that ALEC use EDI and LENS; correct?

A That's correct.

Q Now, other than the now two ALECs that you've visited, you haven't visited any other ALECs and observed them using these systems in the field; correct?

A That is correct.

Q And it's correct also, isn't it, that other

than in a test environment, you yourself have not used these systems out in the field?

A Not quite correct. When we talked about this in my deposition, I did clarify that LENS I use in a production system, but I would never actually push the final button that would make the order go through.

Q Well, is that different than using it in a test environment?

A It really isn't, but I just wanted to add that clarity for you.

Q Okay. So just so I'm clear, then other than in a test environment, you have not used any of these systems? You haven't used them out in the field?

A That's correct.

Q Now, BellSouth has a help desk, correct, where ALECs can call and get assistance with OSS problems?

A Yes, they have a help desk, but let me clarify its role to ensure that we're understanding the help desk. That help desk's function is to get assistance with connectivity issues for interfaces, not really to get assistance for functionality questions for how you process an order. Connectivity

is its main role. Their individuals are quite helpful, so they may help you as they can with any other issues, but that's its primary role.

Q You mean connectivity to the interface? Is that what you're talking about?

A Yes, that's correct.

Q Okay. And I think you said but some of those folks may be able to offer assistance with other problems?

A Yes. They're always wanting to assist in whatever way they can.

Q Okay. You've never talked with anybody at that help desk, have you, and discussed any concerns they might be hearing from the ALECs?

A No, I have not talked with respect to what are you hearing from ALECs. Now, I am aware of it, and I'm aware of the person that's the director of that, and I've talked to him, if that answers your question, but not with respect to what are you hearing from ALECs.

Q Well, do you agree, Mr. Pate, that the experience and the quality of folks that are working in the LCSC would be important as to the efficient processing of ALEC orders?

A For manually processed orders, most

definitely. And then the orders they do with respect to these interfaces would be exception processing, and they would have to be astute to that.

Q So you think it would be important to have quality people that had some experience?

A Most definitely. It's our intent only to hire the quality people.

MS. KAUFMAN: I want to distribute an exhibit, Commissioner Clark, if I could have a number for that.

COMMISSIONER CLARK: The next exhibit number I have is 25.

MS. KAUFMAN: Twenty-five?

COMMISSIONER CLARK: Yes. Would you give me a short title?

MS. KAUFMAN: BellSouth Customer Service Representatives' Experience.

COMMISSIONER CLARK: Thank you.

(Exhibit 25 was marked for identification.)

BY MS. KAUFMAN:

Q Okay. Mr. Pate, have you had some time to look over these interrogatory responses?

A Yes, I have.

Q Would you agree with me that these responses demonstrate that the current experience of

your LCSC employees on average is about -- what is that? About 31 months, less than three years?

A I see that. Yes, that's what it says.

Q And that was interrogatory revised item 29.

Now, if you turn to item 30, which is the two pages stapled together, and turn to page 2 of 2, would you agree with me that the average experience level of your Florida small business service reps is 115 months?

A That's what this says, yes.

Q That's considerably more than the LCSC folks; correct?

A That's what it would imply.

Q And the average experience level of your BellSouth business service reps is over 47 months; correct?

A That's correct.

Q So it would seem to me, or perhaps you would agree that your retail customer service reps seem to have more experience than your LCSC reps?

A I would say that they have, based on this exhibit, more time on the job. Experience, it depends on how we define the word "experience." I wasn't part of pulling this data, so I'm just reading it as you've cited it to me.

Q Well, you can see that this was prepared by your Manager of Human Resources?

A Uh-huh.

Q So you don't have any reason to doubt these numbers, do you?

A No, no. I definitely do not doubt these numbers.

Q Okay. Mr. Pate, it's true, isn't it, that the preordering capability of LENS is not integrated with the EDI ordering capability?

A I'm not sure I heard the question correctly.

Q Do you want me to say it again?

A Yes, please. Thank you.

Q Okay. It's true, isn't it, that the LENS preordering capability is not integrated with the EDI ordering capability?

A It's true that BellSouth has not integrated that on behalf of the ALEC, but BellSouth has worked with an outside consulting firm to show that it can be integrated.

Q I understand. But let's say you've got an ALEC in there using LENS for preordering, they enter that information, whatever it is, in LENS, and they're using EDI for ordering. They would have to enter that

same information again; correct?

A They would have to enter that same information again, correct, unless they, the ALEC itself, has taken upon it to work with the programming necessary to provide that integration, because it is technically feasible.

Q Now, when your BellSouth retail representatives are doing ordering and preordering functions, they don't have to move between two systems and enter the information twice, do they?

A No. Those systems for BellSouth reps, we're comparing apples and oranges with respect to form over function. But the answer to your question is correct. It's integrated. They don't move back and forth.

Q Now, when an ALEC is on LENS, it's true, isn't it, that they cannot check the customer's credit record; correct? It doesn't have that function?

A Regarding --

Q A credit history might be a better way to put it.

A Are you talking about the customer credit records that BellSouth assigns to that, or the ability to go outside and access to an Equifax, for example?

Q Well, it's my understanding that your

retail representatives have the ability on their system to check a customer's credit record and that ALECs do not have that capability through LENS. Isn't that correct?

A I think we're confusing -- let me make sure I understood you, because I want to ensure I give the correct answer. I heard -- one time you used the word "customer service record," and the other time "credit check," so I want to make sure I heard -- you're asking me the ability to get credit, our inside credit check, or how we rate a customer from a credit standpoint?

Q No, I don't think that's what I'm talking about. I'm talking about your ability to see the customer's credit history to see, you know, if they're a good risk to provide service to.

A Okay. Let me try to answer it this way. And help me, please, with the question if I'm still not addressing it.

There is a credit rating that BellSouth assigns to a customer based on our history with that customer, and our retail reps have access to that information. Through the RNS system, you can get access to an Equifax type of database, but that's something that we programmed in, the consumer

organization has programmed in there to do that. The business organization is not connected with their interface, the one we're specifically referring to here, DOE, but they have a process where they go outside if they wish to and subscribe to a credit check, external credit check information.

Q What about payment history? Do your retail reps have access to the customer's payment history records?

A I'm thinking through here trying to reflect back whether they look specifically at the payment history or it's the rating that's assigned. And I think it's more the rating that's assigned, but I'm not exactly sure. Of course, that rating would be assigned based in part on their payment histories.

Q So just to generalize, the retail reps have access to some sort of payment record or credit rating for the customers?

A Yes, based on BellSouth's assessment of them as a BellSouth customer.

Q Right. And the ALECs do not have access to that information through LENS; correct?

A That's correct.

Q Now, in your testimony on page 14, you talk about TAG. Let me give you the exact reference. Page

14, lines 22 through 23, at the very bottom. Do you see that?

A Yes. Yes, I'm with you.

Q And you say that it became available for preordering on August 31 and available for ordering on November 1; is that correct?

A That is correct.

Q Now, when you say it became available, that doesn't mean that there's any CLEC that's using it; correct?

A On those dates, at that point in time, no CLEC was using it.

Q And so when you tell the Commission that something is available, if I understand it, what you're saying is that you have put it out in the market from your side of the process; correct?

A Well, no, I think that's an oversimplification.

Q No doubt.

A When we work with this -- and let's talk TAG specifically. We introduced this and started working with interested parties back in February of 1998. And there are several companies -- I'll call them early adopters, for lack of a better term -- that expressed interest. And they were doing work in

parallel on their side of the interface, their company, their programmers. None them as they did the work in parallel were ready to go in live production at the point in time when these were actually rolled out.

Since that time, there is one that actually is in production using it for preordering, primarily accessing customer service records. We had a discussion at the time of my deposition, and they were not doing it at that point, but since then they are now using it on a regular basis.

And there's another one I thought would have been up, but for their own reasons, and I don't know what they are, have decided to delay it. But they will probably be up by the end of this month using it for ordering as well. And there are several others that are right behind them.

Q Okay. But what you're saying is that even though you have testified that it became available for preordering on August 31, as we sit here today, one ALEC is using it; correct?

A That's correct. That's correct, in production.

Q And no ALECs are using the ordering function of TAG, even though it's, quote, unquote,

available?

A That's correct.

Q Would one reason that there are no ALECs using TAG or none using it for ordering be that the ALEC, once TAG becomes available, in your terminology, they have to test it from their side of the interface?

A Yes. I mean, there's a series of things that the ALEC has to do. It's not just simply, you know, as a simplification, the switching of a light switch, as we all understand here, I think. So it requires some commitment with their programmers doing a lot of -- first making some internal decisions about their platform, their software, and so forth, then making some connectivity decisions, how they'll actually connect with us, then making some decisions -- not really decisions. It gets into more of the testing environment at that point in time, followed by, after you do some connectivity testing, then some data transmission testing to make sure the data is coming across properly.

Then you're ready to start to roll into some live production, and you actually do some orders themselves in more of a closely observed testing environment before, shall I say, it's really ready to let go and use it for production.

Q How long would it take -- how long does it take an ALEC to do all of that testing and all the things that you just described in your response? How long does that take after the system is available?

A Well, once again, it can be done in parallel. So don't confuse it with just availability of the system. As we said back -- or I said earlier, it started back in February. Some of the ALECs were working with us at that point in time, so they started doing a lot of this. So when the system was available, they really had at that point in time the ability to go live if they were ready from their standpoint.

If someone were starting from scratch, if I can answer it from a different perspective, it could -- it's really going to vary, because they have so many decisions to make on their side of the interface. The presentation system, for example, on the TAG, they can make it many different things and do a lot of twists to it to make it really fine-tuned for their unique markets and their unique sales needs. So those are decisions that could drive the time required to get it ready.

So now I'm going to just make a broad-based speculation: Anywhere from 60 to 120 days if they

were steaming very hard to do this, based on their decisions they have to make.

Q You mentioned early adopters somewhere in the beginning of that answer.

A Uh-huh.

Q The early adopters that you said worked in parallel. That's a very limited group of ALECs, isn't it? It's a very small number?

A It usually is. I mean, that's just part of technology. The early adopters, in the case of our experience here, it usually is, yes.

Q So the more typical scenario is for you to make the system available, and then for the ALECs to go through the process that you've described, and it can take anywhere from -- did you say 60 to 120 days?

A That's what I said, yes. That's a difficult question to answer, because it depends on the interface and what -- the interface's design.

Let me say it in this way. As we take a look at the interfaces we try to offer to our ALECs, we recognize that there are different ALECs with different needs, and they're different sizes. So, for example, let's use the three that we have out there now, specifically LENS, EDI, and TAG.

LENS in its design, it's probably more

tailored to a small ALEC -- small in terms of volume is what I'm referring to -- as well as LENS has some limited functionality, so there are certain things we can do. We'll always be improving it.

EDI, EDI has two approaches. You can buy a software package that's referred to as EDI-PC. That EDI-PC could be designed more for a mid size, in terms of their volume, ALEC. Then you have a machine-to-machine interface with an EDI component that probably then starts to get on that upper mid size to large type of ALEC, where I would think TAG is more designed towards the large ALECs.

So when I put it into that category and with our conversations on TAG and you start thinking about early adopters, well, they're usually ALECs of substantial size. And let's face it. In today's environment, not many have gotten there yet. They haven't had time to.

Q Did you hear the testimony, I believe it was of Mr. Cathey, that it was recommended to TCCF that they not adopt EDI, but that they wait for TAG?

A Yes, I'm aware -- I heard it, yes.

Q You don't classify TCCF as a large reseller, do you?

A I am not really familiar with the overall

volume of TCCF. I've seen some stats, just based on, frankly, preparation for here. I would say that they're probably not, is my own opinion.

I am familiar, however, with the recommendation they made, and that recommendation was made based on a lot of conversations, I understand, with TCCF and some particular needs you have. So I don't want to give my answer and say that it's limited only to. I'm just saying it's typically designed for, with that in mind, as we try serve our ALEC customers.

Q Okay. Now, we got a little far afield there, so I want to go back to TAG and page 14 at the bottom and when the system became available. And I just want to understand the time frame that an ALEC is looking at to build their side of the interface and do all the other activities that you described before TAG is ready to go into commercial operation. Is that the 60 to 120 days that you said earlier?

A Yes, it is.

Q It's also going to cost the ALEC some money to do these things that you described, isn't it?

A Oh, most definitely it will cost them money, sure.

Q Do you have an idea of how much it would cost an ALEC to implement TAG?

A No, I really don't, because it's driven, again, by a lot of their decisions that they have to make on their side of the interface, and I have no idea.

Q It could be substantial, couldn't it?

A Sure, it could. And let me add, that's why we try to design interfaces, as I described earlier, for the different size ALECs, because we're conscious that it is costly. And based on whatever the market they're trying to serve and their volume, we're trying to provide interfaces that will help each one of those.

Q And I'm sure the ALECs appreciate that. But I guess my point is that there's going to be a substantial lag time, and it's going to cost an ALEC a substantial amount of money to implement, for example, TAG.

A Well, I don't know --

Q Lag time from when it became available.

A Yes, it's substantial, and there's going to be time. Let's say there's going to be time, and there's going to be a cost factor associated with it.

Q Would you agree, Mr. Pate, that generally it would be more preferable from the ALEC's perspective to process an order electronically than

to process it manually if the electronic system is available?

A Oh, yes, definitely. I would think so; that's correct.

Q And would that be because typically an electronic order is processed more quickly if all goes well?

A That's the basic assumption, if all goes well. Let's face it. No one has to touch it. And we're very good these days with our electronic systems in this technical world, so the less intervention from a human, the better off.

Q You might recall in our deposition, or in your deposition, actually, we talked about some statistics that you gave me from December in terms of the number of orders that were sent through. And this is for the nine states, I believe. And you told me that regionwide in December of 1998, there were 189,000 orders that were processed through the LCSC; correct?

A 189,089, to be exact.

Q Okay. I think you also told me that of that 189,000 orders, 44% were processed electronically, and the rest of them, which is -- I figured this out -- which is 56%, were processed

manually; is that correct?

A That's correct.

Q Now, if the OSS systems were working appropriately, wouldn't you expect that in December the number of electronically processed orders would be much higher than only 44%?

A Well, we're moving in the direction, working with our account teams, to try to get that up higher. That's our goal as well, because we think it's in their best interest for processing and servicing. But the fact remains that today it's 44%. But that has grown very nicely over where it has been.

Q Well, my question to you, Mr. Pate, is, since I think we've agreed that electronic is the way to go, it's preferable from the ALECs' standpoint, certainly, why would it be that way less than half of the orders that you received in December 1989 -- 1998, excuse me, 1998, were processed electronically?

A Well, in answering that question, let me say this is pure speculation on my part, but I'll just give you what I think could be some of the factors associated with that.

One, it gets back to that particular ALEC deciding what they want to do based on where they are in their particular, shall I say, overall growth stage

or life cycle as a company.

So initially, if they're early on getting started, maybe they just have not ramped up yet. Or if their volume is such that the volume is low, it may truly be more efficient, better for them, easier for them to process it manually. As they grow and get the volume, then I would say they should be going to the electronic interface. The only reason that they would not use and process an order electronically would be for those that are purposely designed that cannot be processed electronically.

Q Okay. I think you said several things there. Let's take care of the complex orders first.

A Very well.

Q You agree with me that of the 189,000 orders, there's a very small number, something like .004, that are complex?

A Yes. It's extremely small, yes.

Q Okay. So let's set those aside.

A Okay.

Q Of the rest of the orders, it would be BellSouth's view that they can be processed electronically, but for some reason the ALECs are choosing to process them manually?

A Yes. And let's use LENS as an example here

for this. LENS has some limited functionality right now. So if you're a small CLEC, you might not be able to process some orders using that, and we think that's impacting some of that electronic flow-through rate.

COMMISSIONER JACOBS: Would that unduly impact somebody that's going to resell ESSX?

WITNESS PATE: No. ESSX will be -- that's what we talked about, the complex service, and therefore, you cannot process that electronically. You have to submit those manually.

COMMISSIONER JACOBS: So it was always anticipated that this company would have to process manually if LENS was their preferred standard of access?

WITNESS PATE: If they -- you're asking if that's what was anticipated if they were ordering ESSX Services?

COMMISSIONER JACOBS: Yes.

WITNESS PATE: Yes, yes. And that's what I was trying to display in the exhibit that I provided to you, that even though that was anticipated that way, we were purposely still putting a process in place that was in substantially the same time and manner.

So you can see by even the exhibits I

provided on that --

COMMISSIONER JACOBS: Is that --

WITNESS PATE: -- that it's still there. It's just not processed electronically. I'm sorry.

COMMISSIONER JACOBS: I'm sorry. Go ahead and finish.

WITNESS PATE: I'm saying it won't be processed electronically for the ALEC, nor is it processed electronically for the BellSouth team.

COMMISSIONER JACOBS: Okay.

BY MS. KAUFMAN:

Q You said earlier, I think, in sort of giving your general description of the systems that LENS is typically targeted, if you will, toward the smaller volume or the smaller resellers?

A Uh-huh, yes.

Q And I think you just said a minute ago that LENS has some limited functionality; is that correct?

A That's correct, yes.

Q In what way is the functionality of LENS limited?

A Well, the main thing that LENS has limited functionality that I'm referring to that impacts the ordering is that right now it's limited to six lines, so you cannot do a transaction over six lines.

It's like Ms. Welch was talking about earlier with the -- I heard her express the situation she had where she was trying to do a 573-line suspend. LENS won't do that now. It can't do that. And if you look in the manuals and all the material we provided, we said, you know, it cannot do that. What LENS was primarily designed for was to help with the small orders, as well as help with, when we had initial ALECs come into the market, that transfer of accounts, what we refer to as the switch-as-is. That switch-as-is, that conversion was really a main driver behind getting LENS developed historically and getting it out there soon.

So even though your transaction, or shall we say the account that you're trying to convert, maybe it has more than six lines, maybe it is complex services, on a switch-as-is, LENS can do that. It can do that electronically. It fully flows through. If you're making changes to it, it cannot. That gets back to some of the limited functionality that it has.

And that's -- for example, on the switch-as-is, as Ms. Welch was talking about, she disconnected those lines, and therefore thought the switch-as-is would be able to reconnect. Well, the switch-as-is is designed to move an account from

BellSouth to an ALEC, or even from an ALEC to another ALEC. So it has got to be an established account. So like in that situation, when it was disconnected, it's no one's account. You can't switch it, because it doesn't exist.

So that's what I mean by -- I know I've elaborated for you, but that's what I mean by the functionality, some limited and some changes there that -- of LENS in its initial design.

Q Mr. Pate, you understand, I'm sure, that BellSouth is attempting to collect from TCCF in this case to a charge to compensate it for the development and implementation of all its OSS systems, including LENS; right?

A Yes. I'm aware of that, yes.

Q Is BellSouth planning to do anything to LENS so that it can overcome its limited functionality?

A Most definitely, most definitely. One of the other limitations, for example, is that LENS cannot do change orders, adds, moves, and changes. That will be rolled out at the end of this month, and it will be able to do adds, moves, and changes.

We're committed to enhancing LENS targeted around that small ALEC. And I think if you've looked

historically where LENS came from and where it is, you'll see that it has been enhanced tremendously, and we're committed to that continual enhancement.

Q And you want the ALECs to pay for it before those enhancements occur; correct?

A I did not say that.

Q I'm talking about LENS. I'm sorry.

A I did not say that, so you better help me understand your question.

Q Well, am I not correct that one of the main issues in this case is this charge that BellSouth wants to impose on TCCF for the use of all these OSS systems, including LENS? And I think you've just testified that in the future, perhaps there will be some changes made to LENS that will overcome some of these difficulties.

A Uh-huh, yes.

Q But in the meantime, it's the company's position that TCCF should be paying for the system that has, as you described, limited functionality?

A What I'm saying, it's my opinion --

Q If you could answer with a yes or no, I think we can move this along so we can all go to lunch.

A I guess I'm confused. I didn't think I got

a yes or no question. So if you want to restate it to help him, I'll be glad to.

Q I'll try to restate it so that you can give me a yes or no.

My question is, I think we all understand here that one of the bones of contention is a charge that BellSouth wants to impose on TCCF per electronic order submitted; correct?

A Yes.

Q My understanding is that the purpose of that charge is to recover the cost of all the OSS systems, including LENS.

A Yes.

Q Okay. Now, you've told us that LENS has some limited functionality that in the future perhaps there will be some upgrades or whatnot to take care of. There's a yes or no question. But in the meantime, until that happens, BellSouth wants TCCF to pay for the development and cost of that system, even with its limited functionality?

A Yes. That's part of system development overall. I mean, you have constant -- a system is a dynamic type process. You're constantly and continually identifying gaps and needs to better your service. So, yes, you have to pay for where it is and

where you're trying to get it to. And that's going to be true with any system that any of us use, whether it be here or even your PCs at home.

Q Mr. Pate, it's the same OSS systems that you use in the nine-state region; correct?

A I'm sorry. Could you reask that?

Q BellSouth uses the same OSS systems throughout the nine states?

A Are you referring to ALECs or --

Q Yes, I'm sorry, ALECs.

A Yes, uh-huh. Yes, it does.

Q So would you agree with me that the experiences that the ALECs have in the nine states would be similar?

A Yes, they should be.

Q And the fallout rates would be similar?

A And the what rates?

Q Fallout rates.

A Yes, they would be -- they should be similar, yes.

Q Do you know how many ALECs there are regionwide in the nine states? Do you have a ball park?

A I can tell you active. I don't know how many we have signed. And this is ball park. It's

about 240, 250 active, I would say.

Q 240, 250?

A Active. And let me define active for you. We're getting orders from them on a regular basis. Because we could have many more that have resale agreements or interconnection agreements, and I don't know what that is.

Q Okay. So, say, 250 ALECs that are using the -- sending in electronic orders?

A Yes, yes. That's what I mean.

Q Do you know how many of those CLECs are using LENS?

A Rounded off, again, about 120 of them.

Q And how many of them are using EDI?

A Twenty, 25.

Q And we've already established that no one is using TAG, or I guess one.

A One is using the preordering functionality of TAG.

Q So less than half of the 250 ALECs are using any of the electronic systems?

A That's about half. Actually, it's a little more than half. If you add the two together, that's -- I said what? 250, I think, total. And then I just said about 140, 145. It's a little more than half.

Q And if I understood your previous answer, you attribute that not to the fact that the systems don't work, but to the fact that the ALECs have some sort of business plan or whatever that is directing them not to use those systems?

A Yes. That's what I -- and that's speculation on my part. I mean, you would have to go to that individual ALEC and ask them.

Q You obviously heard Ms. Welch discuss her situation with the 500 and some lines.

A Yes.

Q So you're familiar with that. Would it be correct that the manual charge that BellSouth is asking for in this case would apply to the situation that she described?

A That is my understanding.

Q So you don't take issue with her discussion of the numbers that she gave there at the end of her testimony?

A No, I do not.

MS. KAUFMAN: If I could just have one minute.

COMMISSIONER CLARK: Staff, do you want to ask your questions?

MS. McKINNEY: Thank you, Commissioner.

CROSS EXAMINATION

BY MS. McKINNEY:

Q Mr. Pate, we have an Exhibit RMP-3, a copy of your deposition. Do you have a copy?

A Yes, I do. Let me find that rascal. Here it is, yes.

MS. KAUFMAN: I'm sorry.

COMMISSIONER CLARK: I think we're identifying the exhibit. We'll let Staff ask questions, and we'll come back to you.

WITNESS PATE: I've got it. I'm sorry. I do have it. I'm sorry.

MS. KAUFMAN: I'm sorry. That's all I had, if I was holding up the process.

MS. McKINNEY: Thank you.

BY MS. McKINNEY:

Q Is that a copy of the deposition transcript from the deposition that you took pertaining to this case, sir?

A I'm sorry. Could you repeat that question?

Q Do you have -- see, he doesn't have a copy. All the parties have a copy.

COMMISSIONER CLARK: Do you have a copy of your deposition, Mr. Pate?

WITNESS PATE: I don't have the

deposition. I have my rebuttal testimony.

COMMISSIONER CLARK: He's going to bring you a copy of your deposition.

WITNESS PATE: Okay. Thank you.

BY MS. McKINNEY:

Q Thank you. Could you look at that, please, Mr. Pate, and review it and make sure that's the deposition that you took in this case, a copy of the transcript?

A It looks to be so.

MS. McKINNEY: Thank you. Commissioner Clark, could you mark that as an exhibit for identification in this case, please?

COMMISSIONER CLARK: We will mark it as Exhibit 26.

(Exhibit 26 was marked for identification.)

MS. McKINNEY: Thank you. And Staff has no questions for this witness.

COMMISSIONER CLARK: Okay. Redirect. Commissioner, did you have any questions?

COMMISSIONER JACOBS: No questions.

COMMISSIONER CLARK: Redirect.

REDIRECT EXAMINATION

BY MS. KEYER:

Q Mr. Pate, the exhibits that are attached to

your rebuttal testimony, RMP-1 and RMP-2, I believe they're Exhibit 24 to the hearing. When you were discussing those, that indicates that that is the processing for -- the process for processing orders for -- and it has MultiServ on here?

A Yes.

Q Could you explain, is this also the process -- do your exhibits also basically diagram the processes used for ordering any complex service, whether it be MultiServ or ESSX or another complex service?

A There would be maybe just a couple of minor differences, but the steps you see here, particularly if you have the color version, the blue steps are manual. That was the intent of putting the color there.

The difference that you might find primarily here would be -- there's a reference to using the EOMS systems. For example, if you look on Exhibit 1, my RMP-1, and you go to the third column over, it says Issues -- the second block down, "Issues EOMS Service Inquiry." That EOMS system, it stands for ESSX Order Management System. So that's something that may be a little specific just to MultiServ or ESSX related services, but that should be the only

major difference.

Q Okay. And as I understand what you just said, the blue blocks on each of these indicate the places in this processing where it's handled manually?

A That is correct.

Q And could you identify what the other blocks are? And let's look at the wholesale.

A All right.

Q Exhibit RMP-2.

A The wholesale, what I'm trying to identify by the orangeish color -- I'll call it orange, because I'm color blind -- is those where there's an input to a system or some type of handoff.

For example, let's look at the first block, "CLEC submits LSR to ICS account team." That submission is most likely a manual submisssion, but it's a document that they complete and give it to the account team.

The second one, though, where it says "CSA order entry into DOE," that's an actual entering into the system for ordering that service.

The SOCS is starting to represent what was referred to as the Legacy systems, it's primary referred to, which gets down -- and there's areas it goes through beyond SOCS, but that's the actual

provisioning, the beginning of the provisioning process for it.

Q And if you look at the retail side, can you explain how this is basically the same as the process for the wholesale side?

A Certainly. The first block, which -- I'm sorry. Did you say something? I'm sorry.

The first block, which is blue, says "Request for Proposal," that's -- as you can see, it's manual. That's similar to the CLEC submitting an LSR, except here the request is coming from the customer. And you can see where the BellSouth retail units interface through a system called Quick Quote. That's nothing more than getting some pricing information for them based on what they're getting from the customer, some basic information. And then they use a system called Orion, which is nothing more than an interface to address validation issues, which is critical for processing this. And they need those two pieces of information to come back to then prepare the manual process which aligns with what we provide for the wholesale customers. And then you'll see all the way over on the right-hand side, it gets back to order entry again and into SOCS. All those steps in between are substantially the same steps if you compare the

two.

Q And the two boxes on the retail side, the Quick Quote and the Orion, those are steps that the CLECs might do on their side with whatever they have; is that right?

A Well, the Quick Quote would be their own quotation and sales system, the pricing.

Q Right.

A The Orion gets to address validation, and that will actually happen really when they get into dealing with the account team at BellSouth that's assigned to them, because that gets back to the street address validation.

COMMISSIONER JACOBS: Going to the wholesale real quickly, the interface with CLECs is through the LSR, right, to the wholesale?

WITNESS PATE: I'm sorry. I couldn't hear you.

COMMISSIONER JACOBS: Going to the wholesale process, the interface here for CLECs is through an LSR?

WITNESS PATE: They prepare an LSR that's then given to the account team that's assigned to them at BellSouth.

COMMISSIONER JACOBS: I don't know if it

has been brought out here, but let me just ask this. LSRs, is that -- today, are they being used -- it's my understanding that the ASR is still what many CLECs use.

WITNESS PATE: No, ASR is something different. ASR is when you're talking about access lines.

COMMISSIONER JACOBS: Okay. So LSR is now in place for use in this process?

WITNESS PATE: Well, LSR gets to resold services or unbundled network elements. ASR is still valid. That's for an access service request as opposed to a local service request. The ASR is an entirely different process.

COMMISSIONER JACOBS: Okay. I'm probably a bit confusing, but what I wanted to -- the question I really had is, are LSRs now in place for interfacing into this process?

WITNESS PATE: The LSR is a manual process that's in place here, so it's -- I don't want you to get confused thinking it's something they can electronically prepare.

COMMISSIONER JACOBS: Okay.

WITNESS PATE: No, it's not. It's a manually intensive process here.

COMMISSIONER JACOBS: Okay. So this is a mixed -- this is manual based process that will have some electronic processing within it?

WITNESS PATE: The electronic -- I'm sorry. The electronic processing will start when they get to the actual entry of the order into DOE.

COMMISSIONER JACOBS: Okay. Are they -- what do they pay for this?

WITNESS PATE: My understanding is that this will be a manual process.

COMMISSIONER JACOBS: So they pay the manual rate?

WITNESS PATE: Yes, uh-huh.

BY MS. KEYER:

Q And just to clarify, LSR stands for?

A Local service request.

Q Okay. Now, I believe Ms. Kaufman asked you some questions about customer service reps. Do you know, are the service representatives at BellSouth represented by a union?

A Yes, they are.

Q And are the jobs that the representatives receive, are those awarded by seniority?

A Most of them usually are, yes.

Q And do those representatives in order to be

placed on a job have to meet certain qualifications before they are placed on that job?

A Most definitely.

Q Does BellSouth have access to TCCF's end user payment history or TCCF's own assigned credit ratings for their customers?

A No. We don't have access to any of their information on any of their systems.

MS. KEYER: Okay. I don't have any further questions.

COMMISSIONER CLARK: Exhibits?

MS. KEYER: Yes. I would like to move Exhibit 24.

COMMISSIONER CLARK: It will be admitted without objection.

(Exhibit 24 was received in evidence.)

MS. KAUFMAN: TCCF would move 25.

COMMISSIONER CLARK: It will be admitted without objection.

(Exhibit 25 was received in evidence.)

MS. McKINNEY: Staff would move 26, please.

COMMISSIONER CLARK: All right. Does that have the errata sheet on it?

Let me just make it clear again that all

depositions will include any errata sheets.

(Exhibit 26 was received in evidence.)

COMMISSIONER CLARK: Thank you, Mr. Pate.

I think that concludes the testimony; is that correct?

Any closing matters that we need to take up?

MS. McKINNEY: Yes, Commissioner Clark. Because this arbitration was continued to today, I need to go over for the record what the revised dates are.

COMMISSIONER CLARK: Okay.

MS. McKINNEY: The briefs are now due on March 2, 1999. Staff's recommendation is due on March 18th. This case will be on the agenda hearing date of March 30th, 1999, and the order is due on April 26, 1999.

COMMISSIONER CLARK: Any questions, and anything else we need to take up?

MS. KAUFMAN: Can I ask when the transcript is going to be ready from today?

MS. McKINNEY: Sure. The transcript is due on February 16th.

MS. KAUFMAN: Thank you.

MS. McKINNEY: I have no further matters,

Commissioner Clark.

COMMISSIONER CLARK: All right. That concludes this hearing. Thank you all very much.

(Proceedings concluded at 12:47 p.m.)

STATE OF FLORIDA)

: CERTIFICATE OF REPORTER

COUNTY OF LEON)

I, MARY ALLEN NEEL, RPR,

DO HEREBY CERTIFY that the hearing in Docket No. 981052-TP was heard by Commissioners Susan F. Clark and E. Leon Jacobs, Jr. at the time and place herein stated; it is further

CERTIFIED that I stenographically reported the said proceedings; that the same has been transcribed under my direct supervision; and that this transcript, consisting of 225 pages, Volumes 3 and 4, pages 316 through 540, constitutes a true transcription of my notes of said proceedings.

DATED this 15th day of February, 1999.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

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OFFICIAL RECOGNITION LIST

NEGOTIATED AGREEMENT ORDER

1. BellSouth/TCCF -960795-TP (Resale)
   ORDER NO: PSC-96-1251-TP, issued 10/8/96

FCC ORDERS

1. FCC ORDER NO. 96-325 (DN 96-98) - Interconnection Order
2. FCC ORDER NO. 96-394 (DN 96-98) - Order on Reconsideration
3. FCC ORDER NO. 96-476 (DN 96-98) - 2nd Order on Reconsideration (OSS)
4. FCC ORDER NO. 97-295 - (DN -96-98) 3rd Order on Reconsideration and Further
5. FCC ORDER NO. 97-228 (DN 97-112) - Memorandum Opinion and Order (SBC)
6. FCC ORDER NO. 97-298 (DN 97-137) - Memorandum Opinion and Order (Ameritech)
7. FCC ORDER NO. 98-121 (DN 98121) - Memorandum Opinion and Order (BellSouth)

UNITED STATES COURT OF APPEALS FOR THE EIGHT CIRCUIT'S ORDERS

1. No. 96-3321 - Iowa Utilities Board, et al, Petitioners, v. Federal Communications Commission, et al, Respondents; Filed July 18, 1997 (Related to the FCC's Interconnection Order)

2. No. 96-3321 - Iowa Utilities Board, et al, Petitioners, v. Federal Communications Commission, et al, Respondents; Filed October 14, 1997 (Related to the FCC's Interconnection Order)

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 1
COMPANY/ WITNESS: Staff - PSC
DATE: 1-22-99

1. BellSouth/AT&T - 960833-TP
   A. ORDER NO. PSC-96-1579-FOF-TP
   B. ORDER NO. PSC-96-1579A-FOF-TP
   C. ORDER NO. PSC-97-0298-FOF-TP
   D. ORDER NO. PSC-97-0300-FOF-TP
   E. ORDER NO. PSC-97-0600-FOF-TP
   F. ORDER NO. PSC-97-0724-FOF-TP
   G. ORDER NO. PSC-97-0724A-FOF-TP
   H. ORDER NO. PSC-98-0604-FOF-TP
   I. ORDER NO. PSC-98-0604A-FOF-TP

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 981052-TP
Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.	

TELEPHONIC DEPOSITION OF:	MIKE WILBURN Located in Atlanta, GA
TAKEN AT THE INSTANCE OF:	Telephone Company of Central Florida
PLACE:	McWhirter Reeves 117 South Gadsden Street Tallahassee, Florida
TIME:	Commenced at 2:46 p.m. Concluded at 4:25 p.m.
DATE:	Monday, January 18, 1999
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 2
COMPANY/ WITNESS: Wilburn/TCF
DATE: 1-28-99

APPEARANCES:

VICKI GORDON KAUFMAN, McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A., 117 South Gadsden Street, Tallahassee, Florida 32301, appearing on behalf of Telephone Company of Central Florida.

MARY K. KEYER, BellSouth Telecommunications, Inc., 675 West Peachtree Street, N.E., Suite 4300, Atlanta, Georgia 30375, appearing on behalf of BellSouth Telecommunications, Inc.

I N D E X

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S T I P U L A T I O N S

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that counsel present stipulate that the witness is the person he identified himself as; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

Thereupon,

MIKE WILBURN

called as a witness telephonically and sworn to tell the truth by the notary present with the witness, was examined and testified as follows:

EXAMINATION

BY MS. KAUFMAN:

Q Mr. Wilburn, can you state your name and address for the record, please?

A Sure. It's Mike Wilburn, W-i-l-b-u-r-n, and it's BellSouth, 600 North 19th Street, Ninth Floor.

Q That's in Atlanta?

A That's in Birmingham, Alabama, 35203.

Q I forgot to introduce myself, but I guess you probably know that I'm Vicki Kaufman, and I represent TCCF.

A Yes.

MS. KAUFMAN: Mary, for the last time, we're going to have our same stipulations?

MS. KEYER: Yes, ma'am.

BY MS. KAUFMAN:

Q Mr. Wilburn, you were subpoenaed for this deposition; is that correct?

A Yes, ma'am.

Q Did you bring any documents with you, sir?
A Yes, ma'am.
Q Okay. Let's go through your stack. Tell me what you brought.
A All right. This is in no particular order. The first thing I have on the stack is a comparison of ESSX and MultiServ rates.
Q Does that have a date on it?
A I'm sure it does. This one was last revised on 11/20.
Q '98?
A Yes, 11/20/98.
Q Okay, sir.
A This was a document we developed inside the account team.

I have a couple of action registers that were from the November-December time frame.

Q I'm assuming those pertain to TCCF problems or concerns.
A And then I have --
Q Mr. Wilburn, on the action registers, those pertain to TCCF?
A Yes, ma'am, they do.
Q Okay. Go ahead.
A Then I have a copy of the -- this is a

letter from Andrea Welch to Brian Ray, Mississippi Public Service Commission, and this is outlining the problems they were having with the operational support systems, parity of service, that kind of thing.

Q What's the date of that letter?

A August the 19th, '98.

Q All right.

A I've got a couple of these. Here's the same document, I believe, that was sent to the Alabama Public Service Commission.

Q The same as the --

A It's dated August the 19th, '98, also.

Q It's the same as the prior document you described?

A Yes, ma'am, it is.

Okay. Then I have a copy of an internal memo that is a BellSouth response to a letter regarding the amendment to the resale agreement, and this is dated January the 12th, '98.

Q Who is that memo from and to?

A It's from Gloria Bectin, Manager of Interconnection Services, to Kip Ripper. It's dated January the 12th, '98.

Q And it talks about an amendment to the interconnection agreement?

A An amendment to the resale agreement. I beg your pardon.

I have a copy of a spreadsheet that TCCF sent dated 3/9/98 that is essentially a business plan outlining the volumes and quantities of customers that they were looking to send to us from March to December of '98.

And I have an internal document from Bob McRae to Kip Ripper with some pricing. It looks like it's -- there four cities, Miami, Orlando, Tampa, and Fort Lauderdale. I think there might have been some perceived activity about moving into those areas with the network, and there was some pricing put together for the PRIs and the trunks.

Q What is the date of that memorandum?

A Well, I'm just looking. I don't see a date on this. I don't think Bob -- I don't have a date on that one. I think it's pretty current.

I have a copy of an agenda. It's really kind of a handout packet. We had a meeting in Birmingham on February the 16th, '98, in Birmingham between TCCF and the LCSC. We did a tour of the facility and had some speakers and talked about their organization. Operational support systems, we talked about those. So I have that. And I have a couple of

handouts really from that meeting. One is a document that the LCSC prepared that showed November, December, and January FOCs and clarification percentages for those particular time frames.

Q Just for TCCF?

A Yes, ma'am.

Q Is that it?

A No, I've got a couple more.

Q Okay. I though you were done.

A I'm thinking here. This is a letter from Tom Bolding to Kip Ripper dated December the 18th, '97, which outlined the status of the implementation schedule.

Q For ESSX?

A Yes, ma'am, for the 23 locations.

And this is a letter sent from Tom Bolding to Andrea Welch dated November 21st, '97, outlining some operational issues, escalation procedures, interval targets.

Q What was the date of that?

A November the 21st, '97.

I have a letter from -- I believe this is from Andrea also, dated November the 11th, '97, to Tom Bolding, Patty Knight, a customer support manager for TCCF at that time, and myself, outlining some

additional operational issues.

I have a letter from Tom Bolding to Mike Funaro dated December the 4th, '97, requesting a meeting. We wanted to come down on December the 17th and have a meeting and talk about the ESSX implementation. We were developing an agenda and that kind of stuff.

I have a letter from Tom Bolding to Andrea Welch about the upcoming meeting that I talked about the agenda with earlier, from Tom Bolding to Andrea Welch, December the 4th, '97.

And then I've got an internal memo regarding the status of the PRIs for each one of the 23 locations that's dated 12/9/97.

Then I have an internal memo dated December the 11th, '97, that I actually wrote, but it's from Mark Cathey to Janice Mysliwy. That was a document outlining how we would handle the charges as it relates to the switch upgrades that we had to perform, the switches to allow the ESSX implementation to operate properly.

I have a letter here from Mark Cathey to Norman Ripper, October the 7th, '97, which outlines the status of the special assembly of the switch upgrades to take the PRI bona fide requests.

Then I have a couple of just internal documents. There's four of these that are essentially -- we had to establish a special account to provide the billing for the bona fide requests, to have that billing sent to me, and I have some documents there just to be sure I knew what those were when the bill came in.

That's what I have.

Q All right. Let's go back to the first document you talked about, which you said is a comparison between ESSX and MultiServ rates dated November 20th, 1998.

A Yes.

Q What does that document tell us about the comparison of the rates for those two services?

A This particular document I believe -- well, I know it's an apples to apples comparison of ESSX and MultiServ. And the per station rates -- we did a total listing of all the components required for the ESSX for around 201 stations for ESSX and MultiServ with a line-by-line price quote for the nonrecurring charges and the recurring charges. And this is essentially in this particular application a pretty good apples to apples comparison as far as we know.

MultiServ -- well, at any rate, the price

for the ESSX elements per station is $23.15, and the MultiServ is $35.47 in this particular configuration that we did.

Q And when you -- would you multiply, say, the 23.15 times 201?

A Yes. It should come up with roughly -- every month it's around $4,600, 4,631.05.

Q For ESSX?

A Yes. And MultiServ was $7,095.92.

Q I'm sorry. 7,000 -- what was that?

A 7,095.92. And this is essentially -- from the 7,095, I take the 16.8% discount.

Q Wait one second, Mr. Wilburn. I'm still on the MultiServ number. 7,995.92?

A Yes.

Q Per month?

A Yes.

Q Okay, sir. Go ahead.

A That's the list price. Okay?

Q Yes, sir.

A And then we applied -- I think we did this one based on the Florida discount of 16.81% and came up with a 5,309.10 number.

Q For what?

A For the total monthly recurring charge.

Q For MultiServ?
A Yes.
Q 5,301 --
A 5,309.10.
Q That's with the discount?
A Yes.
Q And did you also apply that discount to the ESSX number?
A That actually -- that's actually the prices that we had in Kip's arrangement, so it has it applied.
Q The 4,631 already has the discount applied?
A Yes.
Q So if we wanted to compare apples to apples price wise, we would compare the 4,631 with the 5,301?
A 5,903.10, 59 hundred dollars, 5,903.10.
Q Oh, 5,903.10. That would be compared to the 4,631.05?
A Correct.
MS. KAUFMAN: Okay. I want to ask for that price comparison, please, as Late-Filed Exhibit No. 1. Let's call it MultiServ-ESSX price comparison.
(Late-Filed Exhibit 1 identified.)
BY MS. KAUFMAN:
Q Okay. Who prepared that, Mr. Wilburn?

A One of the guys on my team, Bob McRae, systems designer on the account.

Q So I guess it's pretty obvious that it's going to cost TCCF more if they have to go to MultiServ than if they stay with ESSX; right?

A Under that particular configuration it would.

Q Okay. That's the configuration that TCCF requested?

A I'm not sure they actually requested it. I think this is something we just did internally to try to figure out what the delta really was.

Q Now, you also talked about a document. I think you described it as an internal document from Mr. McRae to Mr. Ripper regarding pricing.

A Yes.

Q And I think you said there wasn't a date on it, but you thought that it was pretty current.

A Yes. Let's see. Yes. I have that in front of me.

Q Okay. Now, when you say that it talked about pricing, can you be more specific? What is the document describing?

A There are four cities, Miami, Orlando, Tampa, and Fort Lauderdale, and there are about six

elements on here, digital trunks -- digital trunks measured and digital trunks flat is an element in each one of the cities. Each one of the elements is in each one of the cities. DID trunks, DID numbers, charge for the PRI, and an element he has listed here is high inbound capacity.

Q Are these elements part of providing ESSX?

A They could be. This looks like this might have been -- Kip was pricing on a couple of different scenarios, and this may have fallen into the other scenario he was looking to develop with us. I'm not sure this is germane to the ESSX, but it could be.

MS. KAUFMAN: Okay. Let's call that Late-Filed Exhibit 2, pricing scenarios.

(Late-Filed Exhibit 2 identified.)

BY MS. KAUFMAN:

Q Back on the ESSX-MultiServ comparison that Mr. McRae prepared. Did you ask him to prepare that?

A Yes.

Q And how come? What was the purpose?

A To find out what the difference was between the price of MultiServ out of the tariff versus what we were deploying for TCCF.

Q And why did you want to know that?

A At the time, there was some discussion

amongst the account team. When some of these issues began to arise, we wanted to know if we were moving to -- if we moved to a MultiServ arrangement, what the price point might be. You know, as part of the account team, our role is to be an advocate for our customer, so we were trying to figure out a way to move, if required to, to a MultiServ type platform.

Q Well, Mr. Wilburn, if you're an advocate for the customer, wouldn't it be more advantageous for TCCF to stay with the ESSX?

A I'm not sure.

Q Well, price wise it would be, wouldn't it, based on your cost comparison?

A Oh, yes. Based on this cost comparison, yes. Based on this particular configuration, yes, without question.

Q You also mentioned a document that you said was an agenda for a meeting you had in Birmingham on February 16th, 1998.

A Yes.

Q And I think that the meeting was to discuss OSS issues.

A That was part of the agenda.

MS. KAUFMAN: Okay. Let's call that Late-Filed Exhibit 3, and we'll just call it meeting

agenda. How many pages is that?

THE WITNESS: Nine.

(Late-Filed Exhibit 3 identified.)

BY MS. KAUFMAN:

Q Okay. Tell me what kind of OSS issues were on the agenda for discussion.

A I think we were talking about all platforms, LENS, EDI and TAFI.

Q This was just a meeting between BellSouth and TCCF as opposed to some sort of industry agenda?

MS. KEYER: What was your question, Vicki? He didn't hear it.

MS. KAUFMAN: I'm sorry.

BY MS. KAUFMAN:

Q This meeting was just between BellSouth representatives and TCCF, Mr. Wilburn?

A Yes. Yes, ma'am.

Q And you were going to be discussing LENS, EDI, and TAFI?

A Yes. That was part of the discussion. We were also going to have a tour with the LCSC and meet the center personnel there.

Q Who from TCCF attended this meeting?

A Andrea Welch was there. There was a couple of other folks there.

Q From TCCF?

A Yes. And I don't have the attendee list in front of me. I don't remember if Tammy Aziz (phonetic) was there. I don't think she was. But there was a couple of other folks from TCCF there also.

Q During this meeting, did you have occasion to discuss the performance of BellSouth's OSS with Ms. Welch?

A I think that was the purpose of having the discussion, us wanting to move to an electronic platform to facilitate the order issues between the two companies and try to figure out what the best platform was.

Q What was TCCF using at that time? This was February '98.

A I believe they were using LENS, and at a fairly low level. The majority of the orders I believe were probably manual.

Q Did Ms. Welch tell you about any problems that TCCF was having with BellSouth's OSS?

A In that particular meeting, I don't remember. We may have.

Q But you don't recall specifically?

A No, not specifically at that particular

meeting.

Q Now, you also referred to a letter that Ms. Welch sent to Mr. Bolding, Mr. Knight, and yourself on November 11, 1997.

A Yes.

Q That addressed -- well, let's talk about that one first. It addressed operational issues?

A Yes.

Q Okay. What kind of operational issues are discussed in that letter?

A Let me pull it out here.

There's some bullet items, six bullet items. Assign a permanent group of BellSouth reps to the TCCF account. They requested written interval targets. An explanation of which BellSouth department is responsible for processing orders. Provide TCCF with a written explanation of the most effective escalation processes. Some training for Don Casement. And a request for any comments or suggestions about how their staff could improve.

Q Did you or anybody else respond to that letter?

A Yes. Let's see. I don't have it attached to this. I don't have the response with me.

Q Do you know if there was a response?

A I'm sure there was. I don't have the document with me.

MS. KAUFMAN: Let's make that Late-Filed Exhibit Number 4, and we can just call it November 11, '97 Welch letter. And if you can locate the reply, Mr. Wilburn, if you would attach that too.

THE WITNESS: Okay.

(Late-Filed Exhibit 4 identified.)

BY MS. KAUFMAN:

Q Then you talked about a November 21, '97 letter from Mr. Bowling to Ms. Welch that talked about operational issues. Can you be more specific about the content of that letter?

A I have the response.

Q Okay.

A The response on the November 21st from Tom Bolding to Andrea Welch I think outlined the issues in that particular letter.

Q So what you had identified as that November 21 letter from Mr. Bolding to Ms. Welch, that's the response to Ms. Welch's November 11th letter?

A Yes, that's correct.

Q Okay. If you could, just attach both of those together.

A Okay.

Q Now, you also talked about an internal memo that you wrote for Mr. Cathey.

A Uh-huh.

Q And who did you say that went to?

A It went to an individual, a vendor service center employee that was to process the -- I guess how to process the orders for the switch upgrades required for the BOR.

MS. KAUFMAN: Let's make that Late-Filed Exhibit No. 5, and we'll just call it December 11th, '97 internal memo.

(Late-Filed Exhibit 5 identified.)

BY MS. KAUFMAN:

Q Now, did you say that that memorandum talked about the charges for the switch upgrades?

A Yes.

Q Now, why did BellSouth have to make those switch upgrades?

A The requirement for TCCF was to pass A&I information from the originating station directly to the carrier. WilTel required a PRI interface to do that, and the 5ESS in its given state would not access the PRI interface. So this software upgraded the switch to allow that interface to be accessing the switch.

Q So that information could be passed to WilTel?

A Yes.

Q Is it your position that that upgrade, the cost of that upgrade was the responsibility of TCCF or BellSouth?

A I think it was TCCF's.

Q And why do you say that?

A The functionality for a standard provisioning of the service which we normally would sell to customers would not require that functionality. This was an additional functionality required by this particular application.

Q Okay. I got a little off track with your documents. Let's go back, and let me ask you what your current position is with BellSouth.

A I'm a sales director with CLEC interconnection sales.

Q Are you on the TCCF account team?

A I think I am. I have the account manager and systems designer and the industry specialist that report to me that support TCCF.

Q Tell me who those people are.

A Today, Wayne Carnes is the account manager. Bob McRae has been involved with TCCF as a

systems designer, and I still have him. Even though Bob is in another position now, I still have him working in my group on some special projects, and this is one of them. And Cynthia Hodges is the carrier services consultant, industry specialist job title, that's also in my group.

Q And do these three people report to you?

A Yes.

Q And those three folks and you make up the current TCCF account team?

A Well, let me restate what I just said. Bob McRae actually technically reports to Bill French in my office. Bob was promoted in October. Eddie Trant is the systems designer that has just been hired into our company that will ultimately support Wayne on this customer. But due to Bob's involvement, I still have him involved in TCCF.

Q What was the name of the person that you said is going to replace Mr. McRae?

A Eddie Trant, T-r-a-n-t.

Q So is Mr. McRae going to be, if you will, phased out of the TCCF team and this new gentleman take his place?

A Yes, I think over time. That's my plan.

Q Now, you said you were sales director with

CLEC sales? Was that your title?

A CLEC interconnection sales, yes.

Q How many CLECs are you responsible for?

A I have right at 75 customers.

Q And is that across the nine states?

A Yes.

Q How long have you had this position?

A I've been in this position since November of '97.

Q And how would you describe your duties?

A I'm responsible for the sales and marketing function between BellSouth and our CLEC customers.

Q So for each of the 75 customers, do you have a similar team that reports to you as what you described for TCCF?

A Yes.

Q What was your position prior to November of 1997?

A I was an account manager with BellSouth Business Systems for about four years.

Q And I guess that didn't have anything to do with CLECs.

A That's correct.

Q Okay. And what about prior to that?

A I've been with BellSouth for about 13

years, and before that I was a project manager within BellSouth Communications.

Q And how long did you have that position?

A About three years.

Q Project manager on the retail side?

A Yes.

Q Okay. What about before that?

A I was employed by Advance Systems, which was a BellSouth subsidiary.

Q And what was your job there?

A I was a system manager.

Q What does that mean? What did you do in that job?

A I managed technical support people.

Q For retail customers?

A Retail customers.

Q And how long did you do that?

A Just about three years.

Q Did you have a prior position with BellSouth?

A That was my entry position with Bell.

Q In Advance Systems?

A Yes.

Q Who do you report to, Mr. Wilburn?

A Mark Cathey.

Q And what are your specific responsibilities in regard to the TCCF account?

A My specific responsibilities with TCCF are essentially the same as they are for my other customer base, in that I ensure that I have the proper resources working to support that customer to help them execute their business plan. And that may involve the hiring of specific individuals to man an account team. It may be working with the account team to develop a plan for a specific customer. It may be to assist the account team when required on escalations or expedites when those kind of things are required.

Q In other words, if there's a problem that the team members can't solve, it gets escalated to you?

A Yes, typically.

Q Now, have you been responsible for the TCCF account since November of '97 when you took this position?

A Yes.

Q Who had that responsibility before you?

A A guy named Bill French had my job title.

Q I want to try and work backwards a little bit, because it's my understanding that the account

team members have been changing.

A Uh-huh.

Q Who was on the account team in November of 1998? I guess that would be you. Who else?

A November of 1998?

Q Yes.

A Myself, Wayne Carnes, and again, Bob McRae, and Cynthia Hodges.

Q So these are the same folks that are still on the account today?

A Yes, although Bob McRae's role is kind of in a transition phase right now.

Q Right. I think you explained that another gentleman is going to be taking over.

A Correct.

Q Now, I think it was in September that TCCF's account was moved from the Birmingham LCSC to Atlanta; is that right?

A Yes.

Q Do you know why that change was made?

A Load balancing. The centers, they have accounts split between the Birmingham and Atlanta center. And you would have to talk to Bill Bolton and Mark Butterworth on specifically why that happened, but typically when that does occur, it's because of

just work load.

Q Were Mr. Bolton, and I don't recall the other gentleman's name, were they the ones that made the decision to move the TCCF account?

A I think ultimately they were probably involved, but I don't know that for a fact. Bill Bolton has the Birmingham LCSC, and Mark Butterworth has the Atlanta LCSC.

Q So do you know who made the decision to move TCCF's account?

A No, ma'am.

Q Mr. Wilburn, you've been involved with TCCF during their attempt to try and resell ESSX, haven't you?

A Yes.

Q Do you think that BellSouth has fulfilled its obligation to provide TCCF with ESSX service?

A I think I can echo Joe's comments from earlier today, in that things haven't gone as smoothly as we would have liked. However, I think we have made a good faith effort, at least within my team that I can personally speak for, to ensure that we provided the services that we understood TCCF wanted to implement.

Q When you say that things haven't gone

smoothly, can you describe for me some of the problems that TCCF has encountered?

A Well, my personal experience has only been since I've been on the account.

Q Since November of '97?

A Correct. And we came in and developed a project plan and implementation plan to assist them, and we had some issues relating -- operational issues in getting our people to understand how to deploy this type of facility and this application.

Q You mean getting the BellSouth people to understand that?

A Yes.

Q To understand how to deploy it? Is that what you said?

A Yes.

Q What was it they didn't understand?

A This was a nonstandard type of arrangement compared to what they typically are used to deploying. That's how I would characterize that.

Q Were there any other problems that you're aware of other than some BellSouth folks not understanding how to deploy the system?

A Well, once we got up and moving into the deployment, then obviously there were some problems

with WilTel being a little slow wanting to work with us and do some testing. And I believe there were also some issues there at the very end that obviously they wouldn't test with us at all. So that kind of slowed the process, stopped the process.

Q I think you said earlier that part of the problem was that this was a nonstandard arrangement that your employees weren't accustomed to.

A Uh-huh.

Q Did you ever tell Mr. Ripper or Ms. Welch or anybody else at TCCF that what they were requesting was a nonstandard arrangement?

A I don't really recall having that conversation with them. The project was so far downstream when I got involved, I don't remember -- those type of discussions typically would have been held back further up in the discussion stages. I don't remember having that discussion with them.

Q Mr. Wilburn, in your opinion, do you think that TCCF and its customers experienced excessive service problems relating to the implementation of ESSX and ESSX support?

A Not in my opinion.

Q They did experience some problems?

A Yes.

Q But you don't think they were excessive?
A No.
Q You're aware, aren't you, that there have been numerous ESSX customer outages?
A I'm aware of several outages.
Q Can you describe the ones that you're aware of?
A The only ones -- well, I guess the only ones I would be aware of are in the documentation that I have. But I'm not familiar specifically with any specifics. I know some of the -- sometimes when there are problems with a facility, I don't know if it's an ESSX facility or if it's a plain circuit. So sometimes I may be working on an issue or a problem and may not necessarily be aware of the type of circuit that it is. All I know is that we have a bad -- we have a problem with the facility.
Q Well, have there been problems with the facilities relating to TCCF?
A Yes.
Q And what kind of problems have those been?
A Possibly some of the ones that I've been involved with on escalations may be -- an order may not be entered into the system in a time frame that TCCF would like to see.

Q So orders that are not entered timely?

A Yes, timely. And some of those issues that I've been involved with may have been due to our human error. They may have been involved with clarifications or information that we may or may not have received from TCCF. It's a combination. There are issues at times when our field operations people may be involved in implementing a particular service and inadvertently create an outage situation. That happens also. It's usually surrounding those type of issues.

Q Okay. How many times to your knowledge have -- we're just talking about TCCF now -- have orders not been entered timely into the system?

A The only knowledge I would have are the ones I'm personally involved in, and the ones I typically get involved in are the ones that kind of fall off the table, as it were. I may have been involved in situations, you know, seven or eight times over the course of my relationship.

Q So seven or eight times since November of '97?

A Yes.

Q How many times are you aware that there have been inadvertent outages caused by people in the

field?

A I'm not sure I keep a running total of that. I couldn't answer that question.

Q More than ten?

A For TCCF?

Q Yes, sir.

A I doubt if it's that many.

Q More than five?

A I couldn't venture to guess.

Q Do you have any records that would give you the answer to that question?

A No, I really don't.

Q You don't keep records of those kind of outages?

A No, not in my group.

Q Does somebody else keep those kind of records?

A Could be very well so.

Q Where would those records be kept, what group?

A Probably in the maintenance organization, but I don't know who I would go get those from.

Q Are you aware of any problems that have arisen with converting customers to ESSX?

A Not me personally. I know that there were

some situations when we tried to initially cut some customers over before I got here that there were some specific problems.

Q And when was that?

A It was pre-November of '97.

Q Do you have a better estimate than before November of '97?

A I would say probably in early '97.

Q But since you've been on the account team, it's your testimony that there have not been any problems converting customers to ESSX?

A None that I can recall.

Q Do you remember when Ms. Welch was up in Atlanta, I think it was in June of 1998, early June, for that baseball game?

A Yes.

Q Did you talk with her about ESSX at that time?

A It could very well be.

Q Do you remember specifically discussing it with her?

A Not at that particular time, but I have discussed it with her.

Q But you don't remember discussing it at that baseball game?

A No, but I could very well have. I just have no recollection of that. But I have discussed it with her on occasions before.

Q Do you remember ever telling Ms. Welch that you would speak with Mr. Hendricks regarding the ESSX issue?

A Yes.

Q And what did you tell her in that regard?

A I told her again as her advocate on the account team that it's my job in the company to try to figure out a way that I can provide them a vehicle to do business with, and that there was a -- if reaching a price point for MultiServ was what they were requiring in order to do that, then we would talk to the contract negotiators to see what we could develop on that front, which is part of what my job is.

Q Do you remember telling Ms. Welch that you felt that you and your staff would be able to convince Mr. Hendricks to honor BellSouth's commitment to provide ESSX to TCCF for resale?

A I just don't recall making that particular statement.

Q Did you ever talk to Mr. Hendricks about the ESSX issue?

A I think we exchanged voice mails. And

there was a conference call, I believe, with my account team and with Susan Arrington to talk about the issue.

Q Do you recall when that was?

A It would have been early this year, probably in the February-March time frame.

Q And that would be you and Ms. Arrington and Mr. --

A It had to have been after that. It was in the summer. It had to be in the summer sometime. It wasn't that early.

Q Summer of '98?

A Yes.

Q And that would be you, Ms. Arrington, and Mr. Hendricks?

A I don't think Jerry was on the call. He may have been. But I remember Wayne Carnes and Bob McRae were on the call. And we were discussing various options that we could pursue for TCCF.

Q In regard to the ESSX?

A Yes.

Q Okay. What were the options that you discussed?

A The option that we had discussed -- and again, I came in late to the call. But my input to

the meeting was could we investigate developing a special pricing arrangement for TCCF under the MultiServ product.

Q Were there any other options discussed?

A I don't remember there being any at the time when I was in the room. I was in there for such a short time. But I remember having the discussion at the time I was there.

Q Was that option ever pursued?

A Yes.

Q Tell me what happened.

A I think there were several discussions inside the product management and the contract organizations. Quite frankly, I couldn't sit here and tell you what the outcome of those were. The informal feedback I had received over time was that the company had several issues and concerns they wanted to be sure they understood before offering any type of special pricing arrangement to a CLEC.

Q Well, Mr. Wilburn, did BellSouth offer TCCF a special pricing arrangement?

A I do not -- I'm not aware of one.

Q So do you know how the issue was resolved in terms of what to do with ESSX in the new resale agreement?

A No, ma'am.

Q You never discussed that with Mr. Hendricks?

A No. I never knew the resolution of it.

Q During the May through August 1998 time frame, Mr. Wilburn, do you think that the members of the TCCF account team were outspoken in support of TCCF's request that BellSouth honor its contractual requirement regarding ESSX?

MS. KEYER: Did you say May through August of '98?

MS. KAUFMAN: Yes.

A I think that through that time frame, my team was committed to ensure that TCCF's interests were represented to the other product management and contract groups inside the company.

Q Well, was it the position of you and your team that BellSouth should honor its commitment regarding ESSX?

A Again, I wasn't real familiar with the actual commitment piece of that arrangement. All I know is that we were trying to put in the 23 central offices ESSXs in each office. And our team was trying to ensure that if TCCF was looking for a special pricing arrangement on MultiServ, that we couch that

with people in the organization that we felt like was best in a good position to determine what that was.

Q So if I'm understanding you, you advocated that position for TCCF?

A I advocated the position of us looking at a special pricing arrangement for TCCF.

Q So you advocated that position, but am I understanding that you never found out what the outcome was?

A That's correct.

Q Mr. Wilburn, during the time that you worked with TCCF, is it true that all TCCF customers that were converted to ESSX have experienced service problems?

A I'm not familiar with that.

Q You don't know one way or the other?

A No, I don't know that.

Q Did any of them experience service problems?

A I'm sorry?

Q Did any of the customers experience service problems?

A Oh, sure.

Q How many?

A Of TCCF's customers?

Q Yes.

A Again, I don't know. I don't get involved in all of them. The only ones I get involved with are ones that are escalated beyond that point.

Q Are you familiar with a situation where the TCCF ESSX customers lost their long distance service the day before Thanksgiving this year -- well, 1998?

A Yes, I remember that situation.

Q And what was the problem there?

A I believe that there was a PIC code that had not been changed accurately.

Q How long were these folks without service?

A I don't recall. My understanding was, I had heard back through the account team that it was like four to five days, but I never really confirmed that. All I know is, we had an escalation, and I got involved in trying to get the right people involved.

Q Well, if your account team said four to five days, would you have reason to doubt that?

A Again, I don't recall the four to five day number. I know Wayne Carnes and also Cynthia were involved in that escalation, and I just don't recall the four to five day outage, if that was accurate.

Q I thought you said that was what your account team told you. Did I misunderstand?

A If that's what I said that's what they told me, then that's what it was. I just don't recall.

Q You don't recall that that's what they told you?

A I don't recall how long the outage was.

Q Okay. Let's back up. We might be talking past each other. I thought when I asked you that question, you said that your account team had told you it was four to five days. Is that right?

A That's my recollection. I have so many customers, quite frankly. I remember that situation happening. And the four to five day outage, I can't totally remember that, but it could very well be true. I just don't remember. I know there was a problem during that week.

Q Okay. Just give me a minute. I'm shuffling papers here.

A Okay.

Q Now, I think we talked a little bit about this February 1998 meeting in which at least there was some discussion of OSS.

MS. KEYER: Could you start that over, Vicki?

THE WITNESS: I'm sorry.

BY MS. KAUFMAN:

Q Didn't we discuss the February 1998 meeting in Birmingham where there was some discussion of OSS?

A Yes.

Q And Mr. Carnes was at that meeting; is that right?

A Yes, Wayne was there.

Q And during that conversation, was Mr. Jimmy Patrick conferenced in?

A Jimmy may have been there. I don't remember if he was conferenced in or he was actually there.

Q Okay. But one way or the other, he was present for the conversation?

A He was probably conferenced in, because he was at the Colonnade, I believe, where his office location was.

Q During that meeting, did you discuss EDI with Ms. Welch?

A Yes, I'm sure we did. It was on the agenda that day. I don't recall specifically what Jimmy covered with them in the meeting, but I know we did discuss it that day.

Q Did you make any recommendations to Ms. Welch about EDI?

A I don't know if I did during the actual

meeting. I think after the fact I probably had a discussion with her -- well, in fact, I know I did.

You know, our goal in BellSouth is to try and get all of our customers to use an OSS platform, and the trick is to find the right one. And in TCCF's case, there were a couple of issues that were germane to their selection of the right platform. One is, the double keying of orders is an issue, which is understandable.

Q What do you mean when you say double keying?

A And it's not necessarily the same ordering system that we use to -- we require an order form to order service from BellSouth, so there needs to be a double keying of that order in some cases. That's an issue. The second issue is --

Q Wait a second, Mr. Wilburn. Let's go back to the double keying. By that you mean that the ALEC has to enter the information twice; right?

A Yes.

MS. KEYER: Vicki, can he finish his answer, and then you can go back?

MS. KAUFMAN: I just didn't want him to get too far ahead me until I forget my question.

I didn't mean to interrupt you, sir.

THE WITNESS: No, that's fine. The double keying, that is one issue.

BY MS. KAUFMAN:

Q And is it what I said, that the ALEC has to enter the information two times?

A Yes.

Q Okay. Go ahead. I'm sorry.

A The second piece is, some of the products, in TCCF's situation where they were looking to order services from us under the ESSX platform, required actually special handling in a complex order group, and that process is not mechanized. So we were operating under the guise that maybe EDI may not necessarily be the best choice of platform for TCCF.

Q Well, do you recall what you recommended to Ms. Welch in regard to EDI?

A Well, at the time there was a new platform being developed called Telecommunications Application Gateway, TAG, and our thought process at that time was, we wanted to learn more about that. We didn't know a lot about it at the time, and we wanted to bring that to the table and have some more discussions around that application platform.

Q Well, did you tell her not to implement EDI and to wait for TAG?

A I think it -- I mean, she could implement, of course, anything that she would like to implement in her operation. I don't know that it was going to give her the desired result that she was looking for.

Q Well, maybe I phrased that badly. Did you recommend to Ms. Welch that she not implement EDI, but that she wait for TAG?

A I think to achieve the desired result, yes, I think that was the right thing to say.

Q At this same meeting in February, do you remember discussing with Ms. Welch the fact that EDI did not at that point in time in February of '98 process complex orders, or orders with more than six lines, or adds, moves, or changes?

A I don't remember specifically having that discussion. I'm sure we probably did. I know that was part of my rationale for asking her to look more closely at TAG.

Q So it would be correct then in February of 1998 that EDI did not process any complex orders, or any orders with more than six lines, or any adds, moves, or changes? Is that right?

A It does process three to four types of those type of orders, but none of them really related to the volume of orders that she was going to be

looking to process out of her area.

Q Did it process orders with more than six lines?

A EDI did. LENS would not.

Q What about adds, moves, or changes?

A Adds, moves, or changes EDI would process, but LENS would not.

Q Do you remember meeting with Ms. Welch I guess at the end of 1998 during the TRA meetings?

A Was that in Orlando?

Q Yes.

A I apologize. I do not remember that. I remember being there, but I don't remember specifically talking to Andrea. I might have. I just don't recall.

Q Mr. Wilburn, do you know how many CLECs use TAG for preordering today?

A We have a beta test underway today, and we have two customers that are working with us to do the beta test for the preordering functionality.

Q So would the answer be that today no customers are using TAG for preordering, but some are testing it?

A That's my understanding.

Q How about for ordering? Same answer?

A Same answer.

Q During the time that you've been working with TCCF, Mr. Wilburn, on the ESSX issues, did you ever tell TCCF that they were only entitled to resell ESSX for two days?

A No.

Q Is that a position that you feel is appropriate?

A I really don't know. I don't understand the contractual ramifications of that. I really don't. I don't know.

Q You and the members of your team worked with TCCF to try and provision ESSX, didn't you?

A Yes.

Q Can you tell me why you would have done that if they were only entitled to resell it for two days?

A Again, I guess I have a very monastic view of life, but my charge was to implement 23 ESSX systems for TCCF, and that's what me and my people were trying to accomplish.

Q You're familiar with -- I guess you are familiar with the OSS systems that are available to the ALECs.

A Somewhat. Enough to be dangerous with.

Q That's probably the same as me.

Have you observed those systems in operation at any point?

A Oh, yes.

Q Have you ever been to a CLEC site and observed those systems in operation?

A Many.

Q Do you think that CLECs have been given nondiscriminatory access to OSS?

A Yes.

Q Do you know what the order flow-through rate is for the ALEC OSS systems?

A Order flow-through rate? I don't know that I do know that. I've seen reports that show volumes, but no flow-throughs.

Q I think you said earlier that you're responsible for 75 customers, customer accounts.

A Yes, ma'am.

Q Of those 75 customers, how many of them use LENS?

A I would say probably 50 to 60% of them.

Q How many of them use EDI?

A I would say probably a lower number than that, probably around 35, 40%.

Q How about TAFI?

A TAFI is well used. I would venture to guess it's a much higher number due to its ease of use. I would say probably 60 to 70% of the customers use that application.

Q And you already said nobody uses TAG right now?

A Correct.

Q You have occasion, I guess, to talk with your 75 different accounts?

A Oh, yes.

Q Okay. How many of those customers do you think are pleased with the performance of the OSS systems out of the 75?

A I would say probably of the ones who are using the platforms, a fairly high percentage. The reason I say that, we have problems and issues. We are developing enhancements to those OSS platforms. We come out with those about once every four to six weeks now. So there have been tremendous improvements in them.

I think the people that use them for what they're designed for, I think they work fairly well. But again, there's always room for improvement. In fact, several of my customers tell me, that do business with several other of the incumbent local

exchange carriers, that our operational support system platforms are far superior to the ones they use for those other ILECs. So it's pretty much across the board.

Q So would you say 50%, 75%? What percentage of your 75 customers do you think are satisfied or pleased with these systems?

A I would say probably the majority -- I would say 50 to 75% of them are, the ones that are on them.

Q So 25 to 50% are not; right?

A Are not using them.

Q No, let's just talk about the folks that are using them, because you already gave me those percentages.

A Okay.

Q I mean, if you're not using them, we'll leave you out for now. Based on your discussions or interactions with ALECs using the systems, what percentage do you think are satisfied with their performance?

A I would say between 50 and 75% of them. There's some additional functionality they're looking for, such as C orders, that will be offered in a release in the next 45 to 60 days that will solve a

tremendous number of their issues.

Q All right. So if 50 to 75% are satisfied, that would mean 25 to 50% are not satisfied with the systems; right?

A They're not completely satisfied with all aspects of the systems. In other words, there may be some additional functionality they're looking for that may not be inherent.

Q How often would you say that your employees or you yourself hear complaints from ALECs regarding the OSS systems? I mean, do you hear complaints every day, once a month, once a week?

A Not as many as I did when I first got here. When I first got here in November of '97, there were several -- I got a lot, and they were quite numerous. But over time, since we have improved the systems with enhancements, I don't get as many. I mean, there still are some, you know, one or two a month, maybe. It's just not as high as it was.

Q Do you get any complaints from your customers that orders don't flow through the system, in other words, when they put them in and push a button at the beginning, they don't flow through all the way to the end?

A No. No, I haven't heard of that many that

revolve around that issue.

Q Have you heard any complaints about the unavailability of OSS due either to service problems or the need to complete software upgrades?

A I think again when I initially came here, I heard a great deal of that, but I don't hear a lot of that any longer. We have improved the facilities for people to access our systems, and availability is greater. So I don't hear a lot of that like I had previously.

Q Do you hear any complaints in that regard?

A On occasion I do, but when I delve into it, typically people are trying to access us maybe through the Internet connection. They have a problem with their IST provider typically is what I end up finding out in those kind of situations.

Q Do any of your customers complain that the systems have processing limitations, in other words, that there are certain kinds of orders the systems cannot process?

A Yes.

Q What kind of complaints do you hear in that regard?

A Change orders, as an example. That's the big one.

Q Which of the systems cannot process change orders?

A LENS.

Q I might have asked you this already, and I apologize. Can LENS process adds, moves, and changes?

A No. That's what I'm talking about.

Q So LENS cannot do that, but EDI can?

A As I mentioned earlier, there's a release coming out in the next four to six weeks that will address that.

Q But today --

A That's true.

Q -- LENS cannot do that?

A That's an accurate statement.

Q Are you familiar with the charges that are at issue in this case that BellSouth wants to impose on TCCF for order processing?

A I'm familiar with the charges that we're discussing implementing for all our CLEC customers.

Q Okay. I'm sorry. It's 6 something for an electronic order and 20 something for a manual order?

A Yes. I'm familiar that.

Q Do you support the decision to impose those sort of processing fees?

A As a sales and marketing type, obviously, my customers -- I'm trying to get my customers in a position to sell more of my product. When I hear complaints from my customers that may impede that, certainly that distresses me. But I also understand the corporate position that we have an obligation to recover certain costs as a part of that process, and I support that. I don't like it, but I'll support that.

Q So let me ask the question again and see if you can give me a yes or a no. I wasn't quite sure what you said there. Do you support the decision to impose these processing fees?

A Yes.

Q Do the members of your account team support that decision?

A Yes.

Q Did you ever take exception to these fees and this processing language with anybody at BellSouth?

A Yes.

Q And who have you taken exception -- who have you discussed it with?

A Our operations personnel and our product management personnel.

Q Can you give me some names of the folks you

discussed it with?

A Bob Flood, the product manager.

Q And was there somebody else?

A No, he's the main one right now.

Q So what did you tell him? That you didn't think these fees were a good idea?

A Again, my position is, I'm trying to get my customers to buy more product from BellSouth. My customers are telling me that they may not be able to buy as much product from BellSouth because of these additional fees. Therefore, that is an issue I take, as a part of my responsibility being on the account team, back to our product marketing people.

Q So is that what you told Mr. Flood, that people were saying they wouldn't be able to purchase as much if these fees were imposed?

A Yes.

Q And what was his response?

A I don't have a formal response yet.

Q What do you mean? Do you have an informal response, or are you waiting for a response?

A Waiting for one.

Q So is the decision to impose these fees still in flux?

A I don't know the status of that. I'm still

waiting on a response from him.

Q Was this a conversation you had with him?

A This was a meeting we had. We've had several discussions about this from time to time. This is not a one-time occurrence.

Q When was the last time you talked to Mr. Flood about it?

A He was at a meeting in Birmingham about four weeks ago.

Q When do you expect to get a response from him?

A I don't know the answer to that question.

Q Did you ever specifically talk to anybody about the imposition of these particular fees on TCCF as opposed to just as a general corporate matter?

A I don't recall having a discussion germane to TCCF.

Q Do you know who it was that made the ultimate decision to try and put these fees in the TCCF agreement?

A No.

Q Would you say that you speak with CLEC personnel on a daily basis?

A Oh, yes.

Q I think you said you have observed the

operation of the OSS systems; is that right?

A Yes.

Q Is it true that sometimes orders that should be able to be processed electronically fall out of the system and have to be processed manually?

A That does happen. Typically it's because there's something about the order that is not accurate or correct.

Q So you mean typically it's the CLEC's fault?

A Well, generally there's something about the order that the downstream systems don't like, and it kicks it out for manual processing. I would say the majority of the time it's probably due to misinformation on the order itself. And it's possible there could be some system problems that create those things to kick out too.

Q So is it fair to say that sometimes the kick-out is due to a BellSouth or a system error?

A I couldn't say specifically. I would say it's a combination of many things at any given time.

Q So is it that you don't know what causes the order to fall out? Is that what you're saying?

A I'm not really involved in that piece of the business that much. All I know is that I get a

call from a customer about an escalation, and I try to get the order worked. I really don't get involved in the details of what happened usually, so I can't speak with much authority on that piece.

Q Do you think it's ever BellSouth's fault that an order falls out?

A Sure it is.

Q Would you agree, Mr. Wilburn, that BellSouth has never transferred one TCCF customer in ESSX without there being some sort of a problem?

A I couldn't answer that. I don't know.

Q Would you agree, Mr. Wilburn, or not, that of the nearly 200 orders that TCCF has submitted, less than 50 have ever been provisioned?

A Again, I'm not sure of those numbers.

MS. KEYER: Are you talking about for ESSX service?

MS. KAUFMAN: Right.

MS. KEYER: Are you talking about for the standard ESSX or nonstandard arrangement?

MS. KAUFMAN: Mary, you know I don't accept that distinction, that difference without a distinction. Let's just talk about ESSX.

BY MS. KAUFMAN:

Q Of the nearly 200 orders, is it true that

less than 50 have ever been worked?

A I just couldn't answer that.

Q You don't know?

A I just don't know, yes.

Q Do you know whether of the nearly 6,000 lines of ESSX that TCCF has sold through June of '98, less than 200 were ever converted?

A Again, I'm not familiar with that number either. I don't know that we received 6,000 orders.

Q We're talking about since the beginning of the agreement through June 1998. You don't know?

A I don't know that.

Q Do you know whether of the 6,000 lines that I just mentioned that were to be implemented, TCCF lost over 5,000 of them because BellSouth could not provision the service?

A Again, I just -- I don't know that.

Q Do you know if TCCF sells the ESSX service under the name MetroService?

A I did not know that before today.

Q Had you heard that TCCF had filed for bankruptcy, Mr. Wilburn?

A Yes.

Q Do you know whether the ESSX losses contributed to that filing?

A I don't know.

MS. KAUFMAN: Let me just look through my notes here.

Let's take about a 15-minute break, and we might be able to wrap it up. Is that okay, Mary?

MS. KEYER: Sure.

(Short recess.)

BY MS. KAUFMAN:

Q I just have a couple more questions.

A Okay.

Q When you were describing the documents, Mr. Wilburn, you mentioned -- I'm trying to find it in my notes. I think you called it an action --

A Register.

Q Register. Okay. And did you say there were two, one from November '98 and one from December '98?

A Yes.

MS. KAUFMAN: Can you tell me -- well, first of all, I would like to have a copy of that, so let's make that Late-Filed Exhibit 6 and call it November and December '98 registry.

(Late-Filed Exhibit 6 identified.)

BY MS. KAUFMAN:

Q Tell me what kind of items were considered

for action in the November document.

A There's probably about 20 things on this page. Getting confirmation of ARS functionality from NIS and ARS (phonetic), a lot of ARS information on documentation, setting up Q accounts, deny in and outs on DECAS, special assembly to eliminate the secondary dial tone, that kind of stuff, just stuff that we would have been ensuring occurred. Since we were new to this, we wanted to document everything that needed to occur at that time.

Q And what kind of items were on the December register?

A I think I may have read that wrong. I think we did this once a week. I think the first one I read you was the 11, and the one on the 12 was -- the status of some of those specific items was really what the next week was. I don't see any additional items.

Q So the first one was from a specific week in November?

A I don't see a date on this. All I see is the dates on the items themselves. I don't see a specific date. It looks to me like -- it looks like these are just two weeks in a row. One of them looks like it's from November the 21st, and the next one has

items on it in December, so this looks like a snapshot of a couple of the action registers.

Q But did you say the December one is still dealing with the items that were on the November register?

A I think there are some updates on both of these, one from the other.

Q I just want to go back for a minute to the questions I was asking you about EDI and the meeting that you had in February of 1998.

A Okay.

Q And I want you to tell me -- when I ask you these questions, I'm talking about February of 1998. I'm not talking about today.

A Okay.

Q In February of 1998, was EDI capable of processing any complex orders?

A No.

Q Was it able to process any orders with more than six lines in February of 1998?

A EDI, I believe that's a yes answer. LENS is a no answer.

Q So even in February of '98, it's your testimony that EDI could do orders with more than six lines?

A Yes. I'm pretty sure that's right.

Q In February of 1998, could EDI process adds, moves, and changes?

A No.

Q I also asked you if you thought that BellSouth was providing nondiscriminatory OSS to the ALECs, and I think you answered yes. Is that right?

A Yes.

Q Can you tell me what you base your conclusion on?

A I think we're offering the level of interfaces required to execute orders from this line of business in the most expeditious way that we can, and we're offering those same platforms to all of our customers.

Q And what about that makes the offering nondiscriminatory? How do you understand that term?

A How does it make the offering nondiscriminatory? I'm not sure. I'm not sure I -- I'm not sure. I guess from my perspective, I'm looking at applying the same platform to all the customers that I have, and my charge in life is to get these folks on some type of operational support system. So my view of that is from the perspective of am I offering all my customers the same type of

platform as I'm offering the others.

Q So in your -- when you use the term nondiscriminatory, you mean in regard to that it's nondiscriminatory among the various ALECs?

A Amongst all my other customers; correct.

MS. KAUFMAN: That's all I have. Maybe we could go off the record for a minute and talk --

MS. KEYER: No, I have a couple.

MS. KAUFMAN: Oh, I'm sorry. You never ask any questions, so you threw me off.

MS. KEYER: I know. I just have one question for Mike.

EXAMINATION

BY MS. KEYER:

Q Ms. Kaufman asked you about your customers who were using BellSouth OSS interfaces and how many of those customers were satisfied with the systems, and I think you said 50 to 75% were, and that the majority of those who were not satisfied -- I think I'm characterizing this correctly -- were mainly because of the C order capability.

MS. KAUFMAN: The what? We couldn't hear that.

MS. KEYER: Was because of the C order or lack of C order capability.

A Change orders.

Q Change orders. Okay. So once the change order capability is available in LENS, which I think you said a lot of customers are using, how many of your customers who utilize BellSouth's OSS would you say are satisfied with the OSS?

MS. KAUFMAN: I'm going to object to the form of the question. How could he possibly know that if they haven't done it yet?

MS. KEYER: You can answer it.

A I hope all of them, but that's probably not reality. I would say of the ones I know that are not satisfied because of the inability to change orders, which I think is a large percentage of them, I think the majority of my customers will be much happier with LENS than they are today.

MS. KEYER: Okay. That's all I have.

(Discussion off the record.)

MS. KAUFMAN: Ms. Keyer and I have agreed that she will provide me with the late-filed exhibits tomorrow, which is the 19th.

(Deposition concluded at 4:25 p.m.)

ERRATA SHEET

DOCKET NO.: 981052-TP
NAME: MIKE WILBURN
DATE: January 18, 1999

Page	Line	

CERTIFICATE OF DEPONENT

This is to certify that I, MIKE WILBURN, have read the foregoing transcript of my testimony, page 1 through 65, given on January 18, 1999, in Docket No. 981052-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____
MIKE WILBURN

Sworn to and subscribed before me this

_____ day of _____, 1999.

_____
Notary Public
State of _____

My Commission Expires:

CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that I was authorized to and did stenographically report the foregoing deposition of MIKE WILBURN.

I FURTHER CERTIFY that this transcript, consisting of 65 pages, constitutes 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 19th day of January, 1999.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

REC'D JAN 29 1999

Kip's 201 station comparison

ESSX				MultiServ+			
Qnty	Elements	NRC $$	Actual REC $$	Qnty	Elements	NRC $$	REC$$
1	Service Establishment for Digital ESSX	1,500.00		1	M1ACC-MLTI+ Basic svc estab chrg-ea custom eqpt	400 00	$0 00
20	Flat Rate NARS, Combo		339.20	20	M9QCX-Flat Rate Combo NAR		$339 20
20	HTG on NARS		204.80	20	HTG -Rotary Service assoc w/ FR NARs		$185 00
20	Ntwk Access Limiters, per NAR						
20	Surcharge for hearing impaired		2.00	201	AH8 -Surcharge for Hearing Impaired		$30 15
20	FCC End User Line Access Charges		120.00	201	9ZR -M+ End User comm In chrg-Business		$1,642 17
1	Digital Facillity Group						
1	DS1 Termination, Digitalper DS1	78.00	510.00	1	M1HD1 - Ded Pvt Fac - Dig Term per DS1	90 00	$475.00
24	DS1 TErmination, per DS0 Chanel Activated	864.00		24	M1HD0 - Ded Pvt Fac - Dig Term per DS0	18 50	
201	Digital ESSX Main Stations, up to 2.5 miles		984.90	201	M4LFA M+ Basic Flat Rate station line		$3,015.00
201	Flat Rate Intercom, per Digital ESSX Main Station		2030.10	1	M2DDA-Assume dial 9 per system	40 50	$1 00
1	DECAS, per System	1,100.00	7.25	1	CCXEN Cust Control, basic, svc estab, per sys	725 00	
201	DECAS, per Main Station Line		40.20	201	CCXDM Cust Control, IT setup-subscriber line, per station		$1,407.00
41	Call Fwd BZ, per group of 5 stations	123.00	14.35				
41	Call Fwd DA, per group of 5 stations	123.00	16.40				
41	Call Fwd Var, per group of 5 stations	123.00	12.30				
41	Call Hold, per group of 5 stations	209.10	10.25				
30	Call Pickup Groups, per group						
41	Call Pickup, per group of 5 stations	123.00	8.20				
41	3WC, Cons Hold, Call Trnsfr, per group of 5 stations	123.00	209.10				
1	ARS, Common Eqpt, per System	215.00	16.00	1	M2HM3 ARS - Basic, per system	630 00	$1 40
2	ARS, Route Selection, per Pattern	176.00	1.40				

Kip's 201 station comparison

2	Trunk Group terminated in ARS, per group	52.00	4.10
2	6 digit screening, per 6 digit list	240.00	
1	Assumed "9", per system	75.00	
201	Assumeer "9" per main station	2,462.25	100.50
1	Line Connection, first line	56.00	
200	Line Connection, ea addl line	2,400.00	
		10,042.35	**4631.05**

$23.15

1	LCON1ST-Line connection-1st line	56.00	$0.00
200	LCONCADD-Line Connection ea addl line	2,400.00	$0.00
9	RJ21X	645.75	
1	CCXSC-Security Card per card	100.00	
	SUBTOTAL	**5,105.75**	**$7,095.92**
		5105.75 - 16.81% =	**7095.92-16.81% =**
	TOTAL	**4247.47**	**5903.10**

$35.47

This ESSX quote is based on an "old" BellSouth quote that had been faxed to K Ripper in 1996

data based on 11/10/98 "snapshot"

TCCF ESSX

	Central Office	ESSX Acct #	DOI	SLAs	NARS	STATIONS	Monthly REC $	BellSouth errors / over-billing	over-billing $$
1	**Orlando** - Magnolia - DMS *(READY1/28/98)*	407 318-8000	08/16/96	9	36	16	$1,976.25		
2	**Orlando** - Magnolia - 1AESS	407 425-4222	11/22/96	10	62	31	$3,008.51		
3	**Orlando** - Pine Hills - 5ESS	407 290-3485	01/16/98	8	54	15	$2,683 15		
4	**Melburne** - 5ESS	407 676-3922	01/08/98	*1*	*2*	*1*	$580 37	still has 20 HTG, PGSA7, only needs 18	$271.26
5	**Cocoa Beach** - Cocoa Main - 5ESS	407 636-4614	09/10/96	*1*	*1*	*1*	$412 58	still has 20 HTG	$138.60
6	**Miami** - Airport - DMS	305 526-0002	11/19/96	1	20	1	$860 15		
7	**Miami** - Miami Beach - 5ESS	305 531-2819	10/30/96	1	20	1	$860 15		
8	**Miami** - Canal - DMS	305 220-2728	10/30/96	1	20	1	$860 15		
9	**Miami** - Miami Grande - DMS	305 536-0018	10/30/96	1	20	1	$860 15		
10	**Miami** - Miami Grande - 5ESS	305 350-2113	10/30/96	1	20	1	$854 12		
11	**Miami** - Hialea - 5ESS	305 556-8782	08/12/97	1	20	1	$860.15		
12	**Miami** - Hollywood - 5ESS	954 894-0112	06/27/97	1	20	1	$860 15		
13	**Miami** - Golden Glades - DMS	305 650-0534	08/12/97	1	20	1	$860.73		
14	**Key West** - 5ESS	305 292-1797	10/30/96	*1*	*1*	*1*	$550.85	still has 20 HTG, PGSA7	$286.00
15	**Gainsville** - Gainsville Main - DMS	352 334-0087	10/17/97	*1*	*1*	*1*	$407.98	still has 20 HTG	$134.00
16	**Gainsville** - 5ESS	352 335-0418	10/17/97	*1*	*1*	*1*	$407.98	still has 20 HTG	$134.00
17	**Vero Beach** - 5ESS	561 562-0179	08/12/97	*1*	*1*	*1*	$556.31	still has 20 HTG, PGSA7	$291.00
18	**Ft Lauderdale** - Ft Laudl Main - DMS	954 462-0105	08/14/97	1	20	1	$632.15		
19	**Ft Lauderdale** - Oakland - 5ESS	954 484-1123	08/12/97	1	20	1	$860.15		
20	**W Palm Bch** - WPB Main - 1AESS	561 650-8154	10/30/96	1	20	1	$1,341.99		
21	**W Palm Bch** - Gardens - DMS	561 622-0126	10/30/96	1	20	1	$834.15		
22	**Jacksonville** - San Marcos - DMS	904 396-0118	10/01/96	*1*	*1*	*1*	$572.56	still has 20 HTG, PGSA7	$313.60
23	**Jacksonville** - Clay St - DMS	904 350-0326	10/01/96	*1*	*1*	*1*	$426.93	still has 20 HTG	$150.80
							$22,127.66		**$1,719.26**

11/10/98 Orlando-Magnolia-DMS
Cost/Station:
1976.25 ÷ 16 = 123.52

Magnolia-1A
Cost/Station:
3008.51 ÷ 31 = 97.05

NOTE: Actual contract signing = TA 73 06-18-96

last revision 11/20/98 1:05 PM

TCCF LD Network (preliminary pricing)

MIAMI "area"

ESSX Ofc addr	ESSX Ofc CLLI	ckt type	DS3 or DS1 (or DS0) NRC	FLEX NRC	DS3 or DS1 (or DS0) mo/mo	DS3 12m	DS1 (or DS0) 24m	DS3 37m	DS1 (or DS0) 49m	DS3 61m	FLEX /mo	FLEX 24-48m	FLEX 49-72m	FLEX 73-96m	ESSX PRI Term /mo
TCCF Miami switch	n/a	DS3	535.00	125.00	2115.00	1770.00		1620.00		1470.00	300.00	282.00	265.00	250.00	
FLEXSERV - Dedicated Interface-9.6				275.00							66.00	63.00	60.00	57.00	
FLEXSERV - ckt to dedicated interface-9.6 charged @ Miami DACS **prem to Synch Node**		9.6	457.00		78.00		69.00		67.00		66.00	63.00	60.00	57.00	
MIAMI-Canal-DMS 2301 SW 100th Av **305 220-2728**	MIAMFLCADS0	DS1	156.00	125.00	528.00		416.00		385.00		45.00	42.00	39.00	37.00	635.00
MIAMI-MBeach-5ESS 1550 Lenox Av, M Bch **305 531-2819**	MIAMFLBRDS0	DS1	156.00	125.00	367.00		311.00		294.00		45.00	42.00	39.00	37.00	635.00
MIAMI-Airport-DMS 5275 NW 36th St, M'Spgs **305 526-0002**	MIAMFLAPDS0	DS1	156.00	125.00	413.00		341.00		320.00		45.00	42.00	39.00	37.00	635.00
MIAMI-Hialeah-DMS 1245 W 69th St, Hialeah **305 556-6782**	MIAMFLHLDS0	DS1	156.00	125.00	543.00		427.00		396.00		45.00	42.00	39.00	37.00	635.00
MIAMI-Grande-DMS 45 NW 5th St **305 536-0018**	MIAMFLGRDS1	DS1		125.00	185.00		171.00		167.00		45.00	42.00	39.00	37.00	635.00
MIAMI-Grande-5ESS 45 NW 5th St **305 350-2113**	MIAMFLGRDS1	DS1		125.00	185.00		171.00		167.00		45.00	42.00	39.00	37.00	635.00
MIAMI-Gldn Glades-DMS 18400 NE 5th Av **305 650-0534**	NDADFLGGDS0	DS1	156.00	125.00	551.00		431.00		398.00		45.00	42.00	39.00	37.00	635.00
MIAMI-Hollywood-5ESS 250 S 62nd Av, Hllwood **954 894-0112**	HLWDFLWHDS0	DS1	156.00	125.00	663.00		507.00		466.00		45.00	42.00	39.00	37.00	635.00

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TCCF LD Network (preliminary pricing)

Vero Beach-5ESS 1976 16th Av, Vero Bech **561** **562-0179**		**VRBHFLMADS0**	DS1	156.00	125.00	3242.00		2186.00		1919.00		45.00	42.00	39.00	37.00	635.00
Key West-5ESS 530 Southard St, Key Wst **305 292-1797**		**KYWSFLMADS0**	DS1	156.00	125.00	3607.00		2512.00		2237.00		45.00	42.00	39.00	37.00	635.00
Ft Laudrdl-Main-DMS 211 NE 2nd St, Ft Laudrdl **954 462-0105**		**FTLDFLMRDS0**	DS1	156.00	125.00	850.00		626.00		567.00		45.00	42.00	39.00	37.00	635.00
Ft Laudrdl-Oaklnd-5E 4200 W Oakland Pk Blvd **954** **484-1123**		**FTLDFLOADS0**	DS1	156.00	125.00	896.00		656.00		593.00		45.00	42.00	39.00	37.00	635.00
WP Bch-Grdens-DMS 3700 RCA Blvd, WPBch **561** **622-0126**		**WPBFLGRDS1**	DS1	156.00	125.00	1632.00		1136.00		1009.00		45.00	42.00	39.00	37.00	635.00
WP Bch-Main-5ESS 325 Gardenia St, WPB **561** **650-8154**		**WPBHFLGR02T**	DS1	156.00	125.00	1977.00		1361.00		1204.00		45.00	42.00	39.00	37.00	635.00
MIAMI "incremental" Totals				**2864.00**	**1625.00**	**17832.00**	**1770.00**	**11321.00**	**1620.00**	**10189.00**	**1470.00**	**1062.00**	**996.00**	**931.00**	**882.00**	**5341.00**

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TCCF LD Network (preliminary pricing)

ORLANDO "area"

ESSX Ofc addr	ESSX Ofc CLLI	ckt type	DS3 or DS1 NRC	FLEX NRC	DS3 or DS1 mo/mo	DS3 12m	DS1 24m	DS3 37m	DS1 49m	DS3 61m	FLEX /mo	FLEX 24-48m	FLEX 49-72m	FLEX 73-96m	ESSX PRI Term /mo
FLEXSERV - Dedicated Interface-9.6 ***charged @ Miami DACS***				N/A							N/A	N/A	N/A	N/A	
ORLDFLMAK33 **DS3 connection to IXC**		IXC-DS3		175.00	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	66.00	63.00	60.00	57.00	N/A
ORLDFLMAK33 **DS1 connection frm IXC to Gainsville-Main DMS**	GSVLFLMA	*IXC-DS1*	*IXC*	125.00	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	45.00	42.00	39.00	37.00	635.00
ORLDFLMAK33 **DS1 connection frm IXC to Gainsville-Main 5ESS**	GSVLFLMA	*IXC-DS1*	*IXC*	125.00	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	45.00	42.00	39.00	37.00	635.00
ORLDFLMAK33 **DS1 connection frm IXC to Jksnvl-San Marcos DMS**	JCVLFLSM	*IXC-DS1*	*IXC*	125.00	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	45.00	42.00	39.00	37.00	635.00
ORLDFLMAK33 **DS1 connection frm IXC to Jksnvl-Clay St DMS**	JCVLFLCS	*IXC-DS1*	*IXC*	125.00	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	45.00	42.00	39.00	37.00	635.00
ORLNDO-Magnl-DMS 45 N Magnolia Av **407 318-8000**	ORLDFLMADS1	DS1		125.00	185.00		171.00		167.00		45.00	42.00	39.00	37.00	635.00
ORLNDO-Magnl-1AESS 45 N Magnolia Av **407 425-4222**	*UNABLE TO PROVIDE PRI TERMINATION IN 1AESS OFFICE*														
ORLNDO-Pine Hls-5ESS 5120 Silver Star Rd **407 290-3485**	ORLDFLPH	DS1	156.00	125.00	413.00		341.00		320.00		45.00	42.00	39.00	37.00	635.00
Melbourne-5ESS 728 Palmetto Av **407 676-3922**	MLBRFLMADS0	DS1	156.00	125.00	1682.00		1203.00		1082.00		45.00	42.00	39.00	37.00	635.00

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TCCF LD Network (preliminary pricing)

Cocoa-Main-5ESS 712 Florida Av Cocoa **407** **636-4614**		COCOFLMADS0	DS1	156.00	125.00	1332.00		965.00		872.00		45.00	42.00	39.00	37.00	635.00
ORLANDO "incremental" Totals				468.00	1175.00	3612.00		2680.00		2441.00		426.00	399.00	372.00	353.00	5080.00

TCCF LD Network (preliminary pricing)

GAINSVILLE

"area"

ESSX Ofc addr	ESSX Ofc CLLI	ckt type	DS3 or DS1 NRC	FLEX NRC	DS3 or DS1 mo/mo	DS3 12m	DS1 24m	DS3 37m	DS1 49m	DS3 61m	FLEX /mo	FLEX 24-48m	FLEX 49-72m	FLEX 73-96m	ESSX PRI Term /mo
GAINSVL-Main-DMS 400 SW 2nd Av 352 334 0087	GSVLFLMA	*IXC-DS1*	*IXC*		*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*45.00*	*42.00*	*39.00*	*37.00*	635 00
GAINSVL-Main-5ESS 400 SW 2nd Av 352 335 0418	GSVLFLMA	*IXC-DS1*	*IXC*		*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*IXC*	*45.00*	*42.00*	*39.00*	*37.00*	635 00
GAINSVILLE "incremental" Totals		*FLEX charges for IXC ckts also shown at terminating DACS*									*90.00*	*84.00*	*78.00*	*74.00*	**1270.00**

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JACKSONVILLE

"area"

ESSX Ofc addr	ESSX Ofc CLLI	ckt type	DS3 or DS1 NRC	FLEX NRC	DS3 or DS1 mo/mo	DS3 12m	DS1 24m	DS3 37m	DS1 49m	DS3 61m	FLEX /mo	FLEX 24-48m	FLEX 49-72m	FLEX 73-96m	ESSX PRI Term /mo
JKSNVL-Sn Mrcoe-DMS 2048 Hendricks Av 904 396-0118	JKVLFLSM	IXC-DS1	IXC		IXC	IXC	IXC	IXC	IXC	IXC	45.00	42.00	39.00	37.00	635.00
JKSNVL-Clay St-DMS 424 N Pearl St 904 380-0328	JKVLFLCS	IXC-DS1	IXC		IXC	IXC	IXC	IXC	IXC	IXC	45.00	42.00	39.00	37.00	635.00
JACKSONVILLE "Incremental" Totals		*FLEX charges for IXC ckts also shown at terminating DACS*									90.00	84.00	78.00	74.00	1270.00

BellSouth Telecommunications, Inc.
Late-Filed Deposition Exhibit #1
of Mike Wilburn
January 19, 1999
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Page 9 of 9

ATTN MIKE: I have Kip's #s. I have been able to talk to him any further... yet. I am copying Wayne.

Kip Ripper

Here is the pricing

Miami

Digital Trunks Measured	10.00	1st min .06/.02	Off .03/.01
Digital Trunks	44.50	6000 min cap	
DID Trunks	64.15		
DID #s(20)	3.60		
PRI	1352.	Flat Voice	
High Inbound Capacity	TBD		

Orlando

Digital Trunks Measured	9.85	1st min .06/.02	Off .03/.01
Digital Trunks	43.20	6000 min cap	
DID Trunks	70.20		
DID #s(20)	11.25		
PRI	1216.80	Flat Voice	
High Inbound Capacity	55.00		

Tampa

Digital Trunks Measured	28.00	1st min .05/.02	Off .025/.01
Digital Trunks	46.85	6000 min cap	
DID Trunks	46.85		
DID #s(20)	20.00		
PRI	1124.40	Flat Voice	
High Inbound Capacity	TBD		

FT. Lauderdale

Digital Trunks Measured	10.00	1st min .06/.02	Off .03/.01
Digital Trunks	44.50	6000 min cap	
DID Trunks	64.15		
DID #s(20)	3.60		
PRI	1352.00	Flat Voice	
High Inbound Capacity	TBD		

TBD To Be Determined.

20% Disscount with 3 year committment.

BellSouth Telecommunications, Inc.
Late-Filed Deposition Exhibit #2
of Mike Wilburn
January 19, 1999
Docket 981052-TP

T C C F

WELCOME TO THE LCSC

THE
LOCAL CARRIER SERVICE CENTER
(LCSC)

TCCF- CUSTOMER RELATIONS MEETING

CLEC INTERCONNECTION SALES AND LCSC

February 16, 1998

Birmingham, AL

Meeting Objective

To discuss and address critical issues encountered

by the Telephone Company of Central Florida (TCCF)

with BellSouth Telecommunications related to ordering services for resale.

Agenda

INTRODUCTIONS AND JOB FUNCTION OVERVIEW

-BellSouth

* CLEC Interconnection Sales
* Local Carrier Service Center
* Operating Support Systems
  (Automated Tools)
  - LENS
  - EDI
  - TAFI

Agenda (Continued)

- Service Intervals
- Treatment of Suspends for Non-Payment
  - -Processing Time to Suspend
  - -Processing Time to Restore
  - -BellSouth taking TCCF Suspend for Non-Pay Customers Back/Notification to TCCF
- LCSC Account Team
- Long Distance PIC Processing

Agenda (Continued)

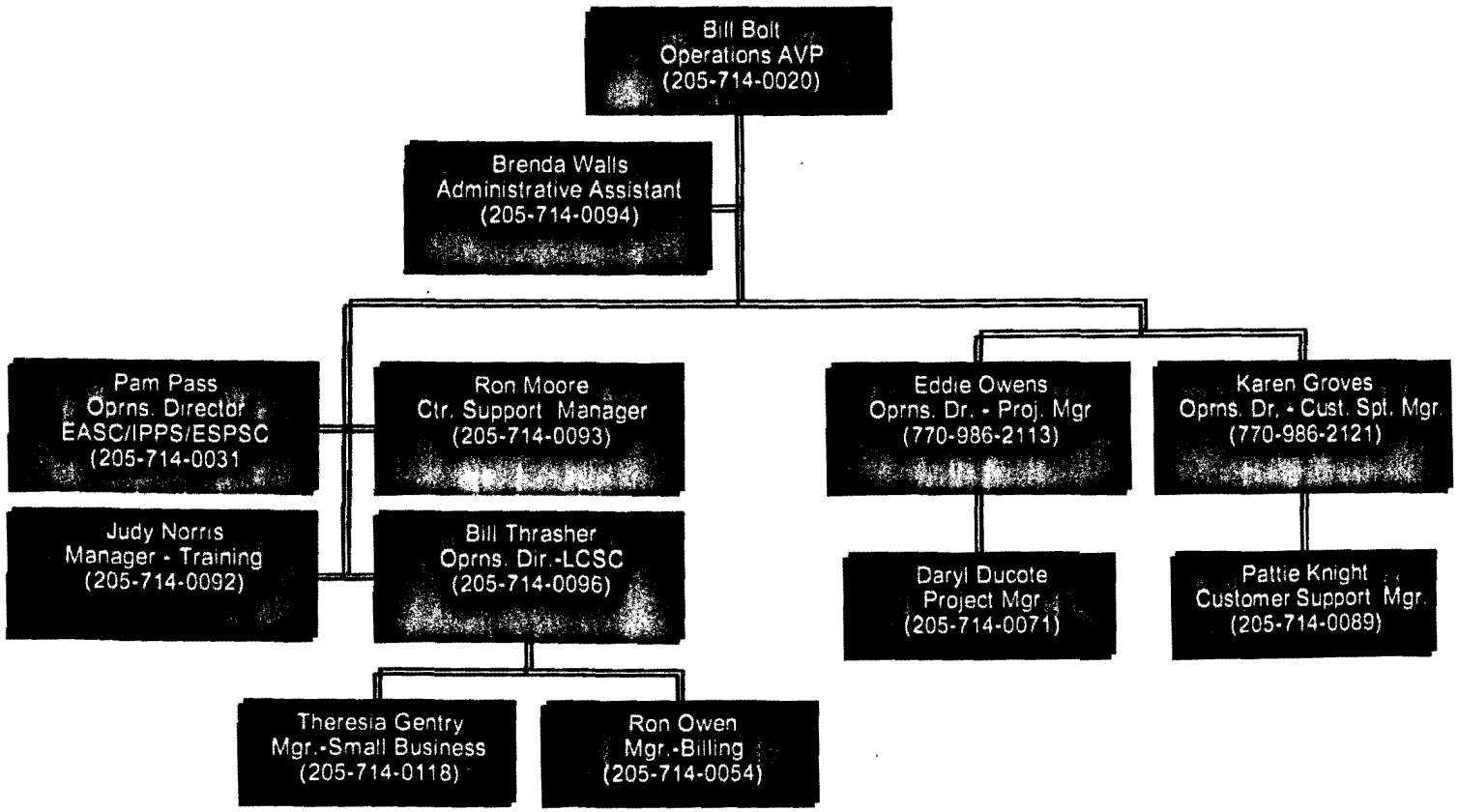
- TCCF Billing Contact
- Switch Translation Errors
- Customer Final Bills and Refund Checks from BS

Organizational Overview

- CLEC Interconnection Sales

- Local Carrier Service Center - LCSC

INTERCONNECTION LCSC



BellSouth Telecommunications, Inc.
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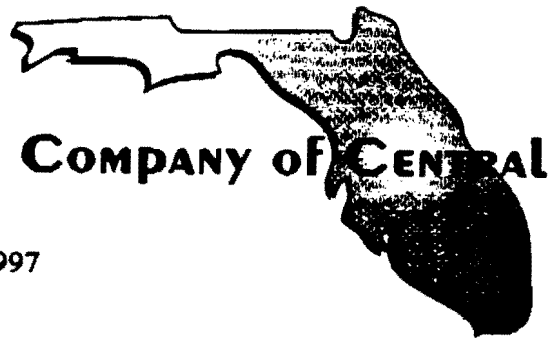


Telephone Company of Central Florida, Inc.

November 11, 1997

Mr. Tom Bolding, Account Executive
Ms. Patti Knight, Customer Support Manager
Mr. Michael Wilburn, Sales Director
BellSouth Interconnection
Birmingham, Alabama

Dear Tom, Patti and Mike:

This correspondence is a follow-up to a telephone conference call held yesterday between myself, members of **TCCF**'s customer services staff, Marc Cathey and Mike Wilburn. The purpose of that call was to discuss a number of after-the-sale support issues which have been experienced recently by members of **TCCF**'s Customer Services Department. This letter is intended to outline each and to request assistance from **Bell South**.

Our recent conversation began by my stating that **TCCF** has lost yet another Customer Service Representative (this is the 3rd representative lost within a 4 months period) because of the high stress levels which exist within our Customer Services Department. Granted, stress is inherent in any customer service environment but our representatives feel that, in many cases, their hands are tied. Regardless of how hard they try to solve the customer's situation, they are 100% dependent upon the support levels delivered by Bell South employees to be able to assist the **TCCF** customer.

I went on to explain that last week one of our representatives was working with a **TCCF** customer to resolve a problem that the customer had been experiencing for 2 weeks. The problem was associated with his voice mail feature. Over a two week period, our representative opened 3 trouble tickets - each was for the exact same problem. The tickets were worked on your end and closed each time with a "no problem found" outcome. Unfortunately, there was a problem and the customer, as you can imagine, became very distressed (as did our representative). Finally, our representative, Ms. Cathy Higgins, got one of your representatives on the line with her and the customer. Together, they isolated and corrected the problem. In conjunction with that final telephone call, the customer stated to Ms. Higgins that he would like the names and telephone numbers of other **TCCF** customers which had experienced this type of treatment from **Bell South**. He stated that he would like to file a class action suit against **Bell South** for "picking" on customers of resellers. We did not provide him with this information but, I must admit, it was somewhat tempting.

3575 W. Lake Mary Boulevard, Suite 107 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

Because of this experience, I sat down with members of the Customer Service Department the next morning to obtain their input regarding the status of **TCCF's** working relationship with **Bell South** regarding after-the-sale support. Attached, please find a listing of a few of the customer related situations brought to my attention. It is my understanding that many more examples can be submitted upon request. Please let me know if you would like to see more.

In general, our staff feels that support over the past several weeks has deteriorated - turnaround times have slipped and we are receiving different answers to the same question dependent upon which member of your staff is asked the question. This is not to say that **TCCF** has not experienced problems previously, but; at this point, we seem to moving in the wrong direction.

We would like to request/recommend the following:

- Assign a "permanent" group of **Bell South** representatives to the **TCCF** account. To us, it appears that every time we get a good, well trained group of representatives assigned to our account, they get reassigned. Our representatives have requested that the following individuals be assigned to **TCCF**: Linda Swearington, Judy Masters, Gail Erickson and Deloris Toibert.
- Supply us with written interval targets which we can use to quote realistic turnaround times to our customers. Note: Currently, we are being quoted turnaround times as long as 1 week for feature and number changes. Previously, we were quoted a 1 day turnaround time for feature and number changes. We are being told by our existing **Bell South** representatives that "the computer is assigning the turnaround times and that the representatives have no control over the situation".
- Explain to us which **Bell South** department is responsible for processing our orders. Recently, our representatives have been told that our orders are no longer processed by the Complex Services Group. We have been told that **TCCF** orders are now processed by the Small Business Group. Marc Cathey has explained that the Bell South group responsible for processing **TCCF** orders is dependent upon the classification of the end user account. Can we please be supplied with a written explanation of how this process works? Is there no way for all of our orders to be processed by the same group? Wouldn't that approach simplify things?
- Provide **TCCF** with a written explanation of the most effective escalation process dependent upon the situation, i.e. new orders, after-the-sale order for lines and/or features, repair services, suspends/disconnects for non-payment.
- We would like to have Don Casement trained so that he can become **TCCF's** subject matter expert on LENS and TAFI. Please provide us with training information and dates.
- We would welcome comments and suggestions from your staff on areas where our performance can be improved. We are open to any suggestions which you may have. For example, would it make a difference if we were fully utilizing LENS and

TAFI? Are any other resellers fully using these tools? If so, would you be willing to put us in contact with them?

We are looking for answers and solutions. Your input would be greatly appreciated and can only help! It is imperative that we stabilize the turnover experienced within our Customer Services Department. We look forward to your response and assistance. Feel free to communicate with Tammy Aziz, Director of Administrative Operations, or myself regarding the matters outlined within.

Sincerely,

Andrea Welch

Andrea K. Welch
V.P. Administration

cc: Tammy Aziz, **TCCF**
Marc Cathey, **BellSouth Interconnection**
Mike Funaro, **TCCF**
Kip Ripper, **TCCF**

After-The-Sale Support Issues

To Be Researched

- ***Siddha International***, (352) 376-1989
  Michael Rose, Contact
  TCCF Rep, Cathy Higgins
  Customer reported a problem with voice mail feature. After 2 weeks and 3 repair tickets, problem was resolved on 11/6/97

- ***John Whelchel***, (407) 896-0208
  TCCF Rep, Dorothy Halliwell
  Submitted Order on 11/5/97
  Requested Completion Date of 11/7/97
  Received Completion Date of 11/12/97 (computer assigned?)
  Per Stephanie on 11/7/97, order would be worked on 11/7/97
  As of 11/11/97, not able to clarify if order is complete
  This order was for a feature change.

- ***Ken Shapiro, PA***, (954) 523-0900
  TCCF Rep, Fay Luksteid
  Submitted Order on 10/23/97
  Requested Completion Date of 11/17/97 (was told that an engineer had to review the order to see if enough facilities existed - as of 11/7/97, order had not been reviewed by an engineer)
  Order is for the relocation of the customer's business service. What should we tell the customer?

- ***Gouchenour Communications***, (407) 251-1020
  TCCF rep, Dorothy Luksteid
  Submitted Order on 11/3/97
  Requested Completion Date of 11/17/97
  Order was for 6 hunt and 1 single, FOC came back with 4 #s.
  Dorothy contacted LCSC to advise of error, was corrected.
  Received Completion Date of 11/11/97

- ***Gouchenour Communications***, new ISDN line
  TCCF rep, Dorothy Halliwell

  Submitted Order on 11/4/97
  Requested Completion Date of 11/6/97
  Received Completion Date of 11/19/97
  Can we not receive a better turnaround than 15 days?

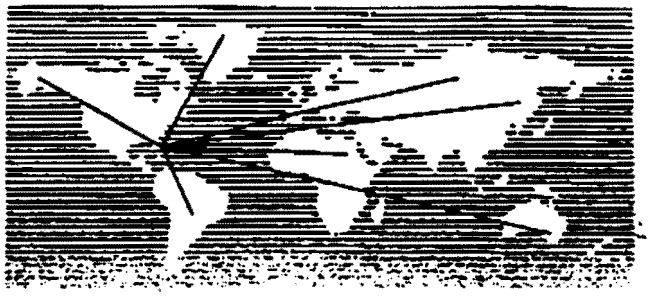
- ***B. Price***, (407) 522-3991
  TCCF Rep, Fay Luksteid
  Submitted Order on 11/4/97
  Order Completed on 11/7/97
  Order was to change LPIC back to B/S. TCCF rep checked order after worked and found PIC had been changed from 555 to 5112.

- ***Cathy's Sunshine Express***
  TCCF Rep, Fay Luksteid
  Submitted Order on 11/6/97
  Order Completed on 11/7/97
  Order was to put customer on vacation service. TCCF rep checked order after worked and found that customer's service had been disconnected for non-payment???

407 321 1454

The Telephone Company of Central Florida, Inc.

3575 West Lake Mary Boulevard
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 321-1454



Fax

To: Michael Wilburn/BellSouth	**From:** Andrea Welch
Fax: 205/977-0037	**Pages:** 6
Phone: 205/977-0730	**Date:** 11-11-97
Re:	**CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

This information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in response to the contents of this tele-copied information is strictly prohibited, and that the documents should be returned to this company immediately. Therefore, if you have received this telecopy in error, please notify us by telephone at (407) 328-5002 so that we may arrange for the return of the documents to THE TELEPHONE COMPANY OF CENTRAL FLORIDA, at no cost to you.

BELLSOUTH

BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

November 21, 1997

Ms. Andrea Welch
TCCF
3575 W. Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

Dear Andrea:

This letter is in response to your letter of November 11. I have responded to the bullet points in the same order as your letter. If you'd like further clarification of these issues or wish to discuss them in greater depth, please don't hesitate to call me or Pattie Knight.

Permanent work group assigned to TCCF:

The request to assign a permanent group of BellSouth representatives to the TCCF account is not considered to be in the best interest of TCCF because it could considerably delay the processing of your orders. Presently in the LCSC there are 28 full time service representatives working on small business orders, all of which are equally trained and capable of working with TCCF orders. The LCSC will certainly observe the performance of the service representatives and if there is a time that an alternative would better suite the needs of TCCF, the LCSC will certainly make any adjustments necessary.

Interval targets:

Intervals can be found in the resale Ordering Guidelines on the Web. Please keep in mind that intervals quoted reflect due dates after an order is in the system and assuming there are facilities available. Intervals should not be determined based on when the LSR is sent. Rather, they should be based on the FOC provided to you after the order is input by the LCSC.

Who handles what:

Please refer to the fax I sent you Wednesday. I have also attached a list of service handled by the Account Team for further clarification. The Resale Ordering Guide also provides lots of information on this issue.

Escalation Procedures:

Again, please refer to the material I faxed you the other day. As I mentioned, we are developing an escalation binder that will provide more detail, a copy of which I will provide you at a later date.

LENS/TAFI training

I am working directly with Don Casement to get him scheduled for an upcoming LENS/TAFI training class. We do have seats available through the end of the year.

Service Denial/Restoral Policy:

This can be found in the GSST tariff section A2.2.10 under cancellation of service for cause and section 4.2.3 under line change charge applications for restoral of service. Again, we will disconnect a customer within 10 days if no payment arrangements have been made and that number can be reissued after 30 days for residence and one year for business. Under no circumstances will BellSouth switch a CLEC customer back if there service is denied due to non-payment. Any such cases you have documented should be referred to Pattie Knight to perform a root cause analysis.

On the other individual cases you asked us to investigate, the following is a synopsis put together by Pattie Knight and Teresa Gentry.

Bodygear Activewear, Inc. (954) 525-2525
Deny Service faxed to **BellSouth** 11/11/97 at 3:55 PM
Service Denied by **BellSouth**, 11/12/97 at 1:11 PM
Restore Service faxed to **BellSouth** 11/13/97 at 9:13 PM
TCCF told by Bell personnel that the fax was not received
there is no record of fax coming into the LCSC
Restore Service refaxed to **BellSouth** 11/13/97 at 12:58 PM
is there a notation of time and date received in the lcsc
Service Restored by **BellSouth** 11/14/97at 10:30 AM

The procedures that TCCF has been quoted as same day turnaround is correct, if the LCSC receives the paperwork before 3:00 p.m. On Deny/Suspend/Restoral service the supervisors in the LCSC have requested that the TCCF personnel please call and advise them that they are sending the paperwork on these services, or FLAG the paperwork to the attention of the supervisor, so that this work can take priority, without adequate notification that these request are being sent, the work may get into the normal workflow and be delayed. If an order is received in the LCSC after 3:00 pm, it will be worked the next day and that will be considered as same day turnaround. This order was not received in the LCSC until after 3:00 pm, therefore it was worked on 11/14 which was considered the same day.

Siddha International (352-376-1989)
This was a Repair situation and should be escalated through the normal Repair channels. Again, escalation contact names and numbers are being developed and will be provided at a later date. Until then, please utilize the existing numbers and escalate within the individual Repair Centers.

John Whelcel (407-896-0208)
The order was worked on 11/7 and LCSC sent FOC. Apparently, you did not receive the FOC but the LCSC has documented that it was sent on the 7th.

Ken Shapiro, PA (954-523-0900)
This order went PF when that was determined we split the facilities and gave the customer 2 lines on 11/17. The job for construction is scheduled to complete on 11/23. We have tried to escalate for a Friday due date, however, it appears that Monday is the best we can get. The LCSC, and particularly Teresa Gentry, has gone to extra lengths, including calling the end-user, to get this order expedited.

Gouchenour Communications (407-251-1020)
The system only picked up four TN's on the FOC, however, the order was for all seven lines. Please note that according to your documentation, the LCSC corrected this error when notified and it appears the order was worked 6 days ahead of schedule.

Gouchenour Communications, new ISDN line
Fifteen days is the standard interval for ISDN orders, assuming there are facilities available. The reason for the long interval is that ISDN is a designed service and requires lots of interaction among multiple departments to determine availability, distance limitations, Central Office equipment availability, etc. Orders can be expedited for an additional non-recurring charge.

B. Price (407-522-3991)
The LCSC received illegible paperwork, but accepted a verbal change despite the fact that this deviated from normal procedures. The misunderstanding that resulted in the wrong PIC code could have been avoided had standard procedures been followed.

Cathy's Sunshine Express
The original LSR was a request for denial of service. This was changed after the LCSC received the new LSR for suspension of service.

I hope this provides clarification on these issues. Again, if you'd like to discuss any of these in more depth, please contact me or Pattie Knight.

Best Regards,

Tom Bolding
Regional Account Manager

cc: Mike Wilburn

M E M O R A N D U M

DATE: December 11, 1997

TO: Janice Mysliwy, Assistant Manager, Vendor Service Center

FROM: Marc Cathey, Sales AVP, Interconnection Services

RE: BFR97-017TCCF

CC: Mike Wilburn, Sales Director
Tom Bolding, Account Manager
Lawayne Thrasher, Systems Designer
Vicki Pearson, Systems Designer
Joe Baker, Sales Vice President

This memo is to serve as your written authorization to zero rate the NRC of USOC WOOL1 as it relates to the Telephone Company of Central Florida PON numbers TCCF100297A-W. In each of these PONs the NRC of $21,200 should be rated as $0.00. Please insure these orders are processed in an expeditious fashion.

Many thanks for your assistance.

MESSAGE CONFIRMATION

NO.	MODE	BOX	GROUP
240	TX		

DATE/TIME	TIME	DISTANT STATION ID	PAGES	RESULT	ERROR PAGES	S.CODE
12/11 15:28	00'24"	954 958 6288	002/002	OK		0000

BELLSOUTH

BellSouth Interconnection Services **Facsimile**

From	Mike Wilburn
Department	Interconnection Services
Address	3535 Colonnade Parkway South E4E1 Birmingham, AL
Telephone Number	205-977-3515
Fax Number	205-977-0037

To Janice Myslinski

Telephone Number

Fax Number 954/ 958-6288

Comments

BellSouth Telecommunications, Inc.
Late-Filed Deposition Exhibit #6
of Mike Wilburn
January 19, 1999
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TCCF Action Items

ACTION	OWNER	DUE DATE	START DATE	COMP DATE	COMMENTS
Obtain ARS Patterns from TCCF	Thrasher	11-21			
Prepare ARS Ordering Documentation Forms	Thrasher	11-21			Mary Warren: NISC
Verify CSR for ARS Feature	Davies	11-20			Notify Tom Bolding w/ results
If ARS not on record; notify TCCF & advise of condition	Bolding	11-21			
If ARS not on record, issue SO to add ARS Feature to the Common Block	Davies/Woods				
~~Q Aeeount~~ for Magnolia PRI	Davies/Woods	11/?	11	11/20	
~~Q Account~~ for all other PRIs	Davies/Woods			11/20	
Need LSR for all future PRIs	TCCF				
Deny In & Out on DECAS (Spcl Assembly) USOCs received	Thrasher	12/1			Allows TCCF to deny service via DECAS
Issue orders for Deny In & Out	Davies/Woods				Information needs to be provided by Lawayne
Special Assem (BOR) for 5ESS office to eliminate 2nd dial tone on assumed dial 9 for ARS	Thrasher	11-24	ifneeded Based on AER ??		POC has been Michelle Culver, but new POC _____
Verify CLLI Codes & Trunk Grp # issue	Thrasher			11/21	Info needed by Davies/Woods
Mini T List	LaGrange			11-20	List provided to Davies/Woods
Call Type	Thrasher	11-21		11/21	Info needed by Davies/Woods
Needs complete SI information	Thrasher			11/21	
Is there an expiration date on the SI responses	Weatherly	11-21	11-21		Vicki To update
Next Impl Meeting: 9:00 am	Bolding	11-25			
Technical Issues resolutions needed for ARS functionality: Insert 1?, what do we pass to WilTel? What is the ARS Access Code 9 or 1, What happens with 10XXX if we don't insert a 1?	Thrasher				Working w/ William Beecham - Translation Staff Support for the NISC
Ensure Billing Agent is prepared to take call detail data from WilTel	Bolding				Rick & TCCF to ascertain Billing Test Analysis.
When testing; notify TCCF the dates of test	LaGrange				

TCCF Action Items

ACTION	OWNER	DUE DATE	START DATE	COMP DATE	COMMENTS
calls					
Notify WilTel of test calls	TCCF				

BellSouth Telecommunications, Inc.
Late-Filed Deposition Exhibit #6
of Mike Wilburn
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TCCF Action Items

ACTION	OWNER	DUE DATE	START DATE	COMP DATE	COMMENTS
Get confirmation of ARS functionality from NISC and whether ARS needed; would preclude need for ARS action items below	Thrasher Bolding	11-25			
Obtain ARS Patterns from TCCF	Thrasher	TBD			
Prepare ARS Ordering Documentation Forms	Thrasher Leblanc	TBD			Mary Warren: NISC
Verify CSR for ARS Feature	Davies	11-20		11-21	Notify Tom Bolding w/ results
If ARS not on record; notify TCCF & advise of condition	Bolding	11-21		11-21	
If ARS not on record, issue SO to add ARS Feature to the Common Block	Davies/Woods	TBD			
Q Account for Magnolia PRI	Davies/Woods	11-20		11-20	
Q Account for all other PRIs	Davies/Woods	11-20		11-20	
Need LSR for all future PRIs	TCCF				
Deny In & Out on DECAS (Spcl Assembly) USOCs received	Thrasher	12-1			Allows TCCF to deny service via DECAS; Lawayne getting USOC's will issue order 12-1
Issue orders for Deny In & Out	Davies/Woods	12-1			Information needs to be provided by Lawayne
Special Assembly (BOR) for 5ESS office to eliminate 2nd dialtone on assumed dial 9 for ARS	Thrasher	11-25			POC has been Michelle Culver, but new POC _____ Patty Barnfein to respond to Lawayne re: necessity of this special assembly
Verify CLLI Codes & Trunk Grp # issue	Thrasher	11-25		11-21	Info needed by Davies/Woods
Mini T List	LaGrange	11-26		11-20	List provided to Davies/Woods
Call Type	Thrasher	11-21		11-21	Info needed by Davies/Woods; Davies issued order based on info provided by Thrasher
Needs complete SI information; CLLI codes, pt. Termination for crts.	Thrasher			11-21	
Is there an expiration date on the SI responses	Weatherly	11-21	11-21		paperwork still good but need to update due dates; Vicki will

BellSouth Telecommunications, Inc.
Late-Filed Deposition Exhibit #6
of Mike Wilburn
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TCCF Action Items

ACTION	OWNER	DUE DATE	START DATE	COMP DATE	COMMENTS
					handle
Next Impl Meeting: 9:00 am 11-25	Bolding	11-25			
Technical Issues resolutions needed for ARS functionality: Insert 1?, what do we pass to WilTel? What is the ARS Access Code 9 or 1, What happens with 10XXX if we don't insert a 1?	Thrasher	TBD			Working w/ William Beecham - Translation Staff Support for the NISC
Ensure Billing Agent is prepared to take call detail data from WilTel	LaGrange Bolding	TBD			Tom will call Ken to coordinate between TCCF, BST & their billing vendor
When testing; notify TCCF the dates of test calls	LaGrange	TBD			
PRI due dates	Vicki	12-1			Get with Vicki Pearson to confirm due dates
Internal training for SD's who will be issuing orders; get with Debbie Nelson to coordinate prior to C.O. turn up.	Bolding Nelson	TBD 1-2 days prior to order acceptnc			
Notify WilTel of test calls	TCCF				

TCCF Action Items

ACTION	OWNER	DUE DATE	START DATE	COMP DATE	COMMENTS

BellSouth Telecommunications, Inc.
Late-Filed Deposition Exhibit #6
of Mike Wilburn
January 19, 1999
Docket 981052-TP
Page 5 of 5

BELLSOUTH

BellSouth Access Customer Sales
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Wade Johnson
Regional Account Executive
(205) 977-8955
(205) 977-0087 FAX

July 9, 1996

Mr. Kip Ripper, President
Telephone Company of Central Florida, Inc.
3551 W. Lake Mary Boulevard, Suite 210
Lake Mary, Florida 32746

Dear Kip:

Pursuant to the passage of the Federal Telecommunications Act of 1996 as well as changes to many state statutes and rules, many telecommunications companies, including the Telephone Company of Central Florida, Inc., are authorized to provide local exchange telecommunications services to end user customers. BellSouth and the Telephone Company of Central Florida, Inc. have entered into a contractual agreement whereby the Telephone Company of Central Florida may purchase BellSouth's telecommunications services, such as BellSouth's ESSX(r) service, for resale purposes.

The resale agreement does not include any license or permission to utilize BellSouth's trademarks or name in conjunction with the marketing or sale of the services.

Sincerely,

Wade

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 3
COMPANY/ WITNESS: Ripper
DATE: 1-22-99

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

April 18, 1997

Mr. Elder "Kip" Ripper
Telephone Company of Central Florida
Suite 210
3551 West Lake Mary Blvd.
Lake Mary, Florida

Dear Kip:

This letter is to follow-up on our conversations relative to your request for additional ESSX lines; and the language contained in the Resale Agreement relative to ported numbers for non-paying customers.

Pursuant to your letter of intent dated May 29, 1996, and in compliance with the Resale Agreement entered into between TCCF and BellSouth effective May 28, 1996, BellSouth will honor your request for additional ESSX lines.

With regards to the issue dealing with ported numbers, BellSouth is still exploring alternative options, however, we have been unsuccessful in identifying a workable option. Attached for your review and comments is a copy of a more comprehensive Resale Agreement. I would like to discuss this issue with you further and will contact you in the next couple of days.

I look forward to speaking with you again soon.

Sincerely,

Jerry Hendrix
Director-Interconnection Services

Attachment

cc: Bill French

ENR Limited, INC.
The Telephone Company of Central Florida
Orlando, Florida

DMS ESSX Rates

Qty.	Item Description	Non Recurring Per Item	Non Recurring Total	73 Months Per Item	73 Months Total
1	Service Establishment Charge for Digital ESSX System	$1,500.00	$ 1,500.00		$ -
20	Flat Rate Network Access Register, Combination			$ 16.96	$ 339.20
20	Hunting on NARS			$ 10.24	$ 204.80
20	Network Acess Limiter, per NAR				$ -
20	Surcharge for Hearing/Speech Impaired			$ 0.10	$ 2.00
20	FCC End User Line Access Charge			$ 6.00	$ 120.00
1	Digital Facility Group			$ -	$ -
1	DS-1 Termination, Digital P/DS1 Circuit Termination	$78.00	$ 78.00	$ 510.00	$ 510.00
24	DS-1 Termination, Digital P/DS0 Channel Activated	$36.00	$ 864.00	$ -	$ -
201	Digital ESSX Main Stations, up to 2.5 miles			$ 4.90	$ 984.90
201	Flat Rate Intercom, per Ditial ESSX Main Station			$ 10.10	$ 2,030.10
1	DECAS, per System	$1,100.00	$ 1,100.00	$ 7.25	$ 7.25
201	DECAS, per Digital Main Station			$ 0.20	$ 40.20
41	Call Forwarding - Busy Line, per group of 5 Digital Main Stations	$3.00	$ 123.00	$ 0.35	$ 14.35
41	Call Forwarding - Don't Answer, per group of 5 Digital Main Station	$3.00	$ 123.00	$ 0.40	$ 16.40
41	Call Forwarding - Variable, per group of 5 Digital Main Station	$3.00	$ 123.00	$ 0.30	$ 12.30
41	Call Hold, per group of 5 Digital Main Stations	$5.10	$ 209.10	$ 0.25	$ 10.25
50	Call Pickup Group, per Group			$ -	$ -
41	Call Pickup, per group of 5 Digital Main Stations	$3.00	$ 123.00	$ 0.20	$ 8.20

ENR Limited, INC.
The Telephone Company of Central Florida
Orlando, Florida

DMS ESSX Rates

Qty.	Item Description	Non Recurring Per Item	Non Recurring Total	73 Months Per Item	73 Months Total
41	Threeway Calling, Consultation Hold, Call Transfer, per group of 5 Digital Main Stations	$3.00	$ 123.00	$ 5.10	$ 209.10
1	Automatic Route Selection - Basic Common Equipment, per System	$215.00	$ 215.00	$ 16.00	$ 16.00
2	ARS Route Selection Pattern, per Pattern	$88.00	$ 176.00	$ 0.70	$ 1.40
2	Trunk Group Terminated in ARS, per Trunk Group	$26.00	$ 52.00	$ 2.05	$ 4.10
2	Six (6) Digit Screening, per Six (6) Digit List	$120.00	$ 240.00	$ -	$ -
1	Assumed Dial "9", per System	$75.00	$ 75.00	$ -	$ -
201	Assumed Dial "9", per Digital Main Station	$12.25	$ 2,462.25	$ 0.50	$ 100.50
1	Line Connection Charge, First Line	$56.00	$ 56.00		
200	Line Connection Charge, Each Additional Line	$12.00	$ 2,400.00		
	TOTAL		$ 10,042.35		$ 4,631.05

Centrex Business Plan
The Telephone Company of Central Florida 1997

		March	April	May	June	July	August	September	October	November	December	January	February	Total
Revenue														
Local Access		39,528	130,971	229,520	334,819	469,886	598,199	626,677	754,157	874,679	965,236	1,119,579	1,266,205	7,409,457
Local Message Units		-	-	-	-	-	-	-	-	-	-	-	-	-
Local Business Line Features		15,232	50,471	88,447	129,025	181,074	230,520	277,494	331,119	382,063	430,460	489,937	546,440	3,152,282
Long Distance		45,240	149,898	262,688	383,204	537,788	684,644	824,157	983,424	1,134,728	1,278,466	1,455,113	1,622,927	9,362,277
Total Revenue		100,000	331,340	580,656	847,048	1,188,748	1,513,363	1,728,327	2,068,700	2,391,470	2,674,163	3,064,629	3,435,572	19,924,016
Product Costs														
Local Access		84,950	226,486	311,071	400,277	544,068	631,934	715,407	844,899	935,426	1,021,428	1,178,418	1,278,824	8,173,188
Local Message Units		-	-	-	-	-	-	-	-	-	-	-	-	-
Long Distance		25,118	81,070	138,705	200,242	280,327	354,496	424,957	506,736	583,152	655,748	746,975	831,729	4,829,256
Cost of Access		2,285	7,571	13,267	19,354	27,161	34,578	41,624	49,668	57,309	64,569	73,491	81,966	472,842
Bad Debt	3%	3,000	9,940	17,420	25,411	35,662	45,401	51,850	62,061	71,744	80,225	91,939	103,067	597,720
Billing		3,292	10,907	19,114	27,884	39,132	49,818	59,970	71,559	82,568	93,027	105,881	118,092	681,243
Total Product Costs		118,645	335,974	499,577	673,168	926,350	1,116,227	1,293,807	1,534,922	1,730,200	1,914,996	2,196,703	2,413,679	14,754,250
Gross Margin		(18,645)	(4,634)	81,079	173,880	262,398	397,136	434,520	533,777	661,270	759,167	867,926	1,021,894	5,169,766
Production Costs														
Provisioning		10,000	11,600	13,050	14,500	18,850	18,850	18,850	21,750	21,750	21,750	26,100	26,100	223,150
Client Services	2.00	677	2,243	3,931	5,734	8,048	10,245	12,333	14,716	16,981	19,132	21,775	24,286	140,101
Total Production Costs		10,677	13,843	16,981	20,234	26,898	29,095	31,183	36,466	38,731	40,882	47,875	50,386	363,251
Contribution Margin		(29,322)	(18,478)	64,098	153,645	235,500	368,041	403,337	497,311	622,539	718,285	820,051	971,508	4,806,515
Sales Costs														
Marketing Collateral		8,000	9,000	10,000	13,000	13,000	13,000	15,000	15,000	15,000	18,000	18,000	18,000	165,000
Agent Commission - LD	12.5%	3,960	9,369	16,418	23,950	33,612	42,790	51,510	61,464	70,920	79,904	90,945	101,433	586,275
Direct Sales 1 per 5 TM		20,000	20,000	20,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	330,000
Telemarketing Cost	25.00	86,600	86,600	86,600	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	1,428,900
Total Sales Costs		118,560	124,969	133,018	196,850	206,512	215,690	226,410	236,364	245,820	257,804	268,845	279,333	2,510,175
Direct Margin		(147,882)	(143,446)	(68,920)	(43,205)	28,988	152,350	176,927	260,947	376,719	460,481	551,207	692,175	2,296,340
Support Costs														
Legal & Regulatory 60K		5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Fixed Overhead		15,000	15,000	15,000	15,000	15,000	15,000	30,000	30,000	30,000	30,000	30,000	30,000	270,000
Overhead	10%	10,000	33,134	58,066	84,705	118,875	151,336	172,833	206,870	239,147	267,416	306,463	343,557	1,992,402
Total Support Costs		30,000	53,134	78,066	104,705	138,875	171,336	207,833	241,870	274,147	302,416	341,463	378,557	2,322,402
Income Before Tax		(177,882)	(196,580)	(146,986)	(147,910)	(109,886)	(18,986)	(30,906)	19,077	102,572	158,065	209,744	313,617	(26,061)
Cumulative Cash Flow		(177,882)	(374,462)	(521,448)	(669,358)	(779,244)	(798,230)	(829,136)	(810,059)	(707,487)	(549,423)	(339,679)	(26,061)	
Gross Margin %			-1%	14%	21%	22%	26%	25%	26%	28%	28%	28%	30%	26%
EBIT %			-59%	-25%	-17%	-9%	-1%	-2%	1%	4%	6%	7%	9%	0%

Docket No. 981052-TP
Exhibit #___ (ENR-4)

EXHIBIT A

Centrex Business Plan
The Telephone Company of Central Florida 1998

		March	April	May	June	July	August	September	October	November	December	January	February
Telemarketers		30	30	30	30	30	30	30	30	30	30	30	30
Closes/Day/Seat		1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Calls/Day/Seat	150	150	150	150	150	150	150	150	150	150	150	150	150
Total Calls		90000	90000	90000	90000	90000	90000	90000	90000	90000	90000	90000	90000
New Customers Telemarketing		900	900	900	900	900	900	900	900	900	900	900	900
New Customers Agent	338	900	900	900	900	900	900	900	900	900	900	900	900
Total New Customers	338	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800	1800
Erosion Rate per Month	5%												
# Customers On-Line		13,336	14,469	15,546	16,568	17,540	18,463	19,340	20,173	20,964	21,716	22,430	23,109

Ramp Period - 1 Month to provision
Business Lines/Customer

Pricing Assumptions
Local Access per Business Line
Local Message Units
Local Business Line Features
Long Distance Rate per Minute
Minutes per Line
Long Distance Revenue per Line
Total Revenue per Line

Cost Assumptions
Local Access Installation
Local Access per Business Line
Local Message Units
Local Business Line Features
PIC Fee
Long Distance Rate per Minute
Access per Minute

Billing Cost per Minute
Billing Cost per Customer

Provisioning per Customer
Provisioning per Line

Centrex Business Plan
The Telephone Company of Central Florida 1998

		March	April	May	June	July	August	September	October	November	December	January	February	Total
Revenue														
Local Access		1,288,724	1,409,376	1,523,412	1,572,775	1,686,231	1,794,014	1,873,053	1,970,328	2,062,738	2,115,496	2,198,897	2,278,127	21,773,172
Local Message Units		-	-	-	-	-	-	-	-	-	-	-	-	-
Local Business Line Features		600,118	651,112	699,557	745,579	789,300	830,835	870,293	907,778	943,390	977,220	1,009,359	1,039,891	10,064,432
Long Distance		1,782,351	1,933,803	2,077,683	2,214,369	2,344,221	2,467,580	2,584,771	2,696,102	2,801,867	2,902,344	2,997,796	3,088,477	29,891,364
Total Revenue		3,671,193	3,994,292	4,300,652	4,532,723	4,819,751	5,092,429	5,328,117	5,574,208	5,807,995	5,995,060	6,206,052	6,406,495	61,728,968
Product Costs														
Local Access		1,374,210	1,464,827	1,550,912	1,632,694	1,710,386	1,784,194	1,854,311	1,920,922	1,984,203	2,044,320	2,101,431	2,155,687	21,578,096
Local Message Units		-	-	-	-	-	-	-	-	-	-	-	-	-
Long Distance		912,246	988,737	1,061,404	1,130,437	1,196,019	1,258,321	1,317,509	1,373,737	1,427,153	1,477,899	1,526,108	1,571,906	15,241,477
Cost of Access		90,018	97,667	104,934	111,837	118,395	124,625	130,544	136,167	141,508	146,583	151,404	155,984	1,509,665
Bad Debt	3%	110,136	119,829	129,020	135,982	144,593	152,773	159,844	167,226	174,240	179,852	186,182	192,195	1,851,869
Billing		129,692	140,713	151,182	161,128	170,576	179,553	188,080	196,181	203,877	211,188	218,134	224,732	2,175,036
Total Product Costs		2,616,302	2,811,772	2,997,451	3,172,077	3,339,969	3,499,466	3,650,287	3,794,233	3,930,982	4,059,842	4,183,258	4,300,503	42,356,142
Gross Margin		1,054,891	1,182,520	1,303,201	1,360,645	1,479,783	1,592,963	1,677,830	1,779,975	1,877,013	1,935,218	2,022,795	2,105,992	19,372,826
Production Costs														
Provisioning		26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	26,100	313,200
Client Services	2.00	26,672	26,938	31,091	33,137	35,080	36,926	38,680	40,346	41,928	43,432	44,860	46,217	447,308
Total Production Costs		52,772	55,038	57,191	59,237	61,180	63,026	64,780	66,446	68,028	69,532	70,960	72,317	760,508
Contribution Margin		1,002,119	1,127,482	1,246,009	1,301,409	1,418,603	1,529,937	1,613,050	1,713,529	1,808,985	1,865,686	1,951,834	2,033,675	18,612,318
Sales Costs														
Marketing Collateral		18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	216,000
Agent Commission - LD	12.5%	111,397	120,863	129,855	138,398	146,514	154,224	161,548	168,506	175,117	181,396	187,362	193,030	1,868,210
Direct Sales 1 per 5 TM		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	360,000
Telemarketing Cost	25.00	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	129,900	1,558,800
Total Sales Costs		289,297	298,763	307,755	316,298	324,414	332,124	339,448	346,406	353,017	359,296	365,262	370,930	4,003,010
Direct Margin		712,823	828,719	938,254	985,110	1,094,189	1,197,813	1,273,602	1,367,123	1,455,968	1,506,389	1,586,572	1,662,745	14,609,308
Support Costs														
Legal & Regulatory 60K		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Fixed Overhead		60,000	60,000	60,000	90,000	90,000	90,000	120,000	120,000	120,000	150,000	150,000	150,000	1,260,000
Overhead	10%	367,119	399,429	430,065	453,272	481,975	509,243	532,812	557,421	580,800	599,506	620,605	640,650	6,172,897
Total Support Costs		437,119	469,429	500,065	553,272	581,975	609,243	662,812	687,421	710,800	759,506	780,605	800,650	7,552,897
Income Before Tax		275,703	359,290	438,189	431,838	512,214	588,570	610,790	679,702	745,189	746,883	805,967	862,096	7,056,411
Cumulative Cash Flow		249,842	608,932	1,047,120	1,478,959	1,991,172	2,579,743	3,190,533	3,870,235	4,615,404	5,362,287	6,168,254	7,030,349	
Gross Margin %		29%	30%	30%	30%	31%	31%	31%	32%	32%	32%	33%	33%	31%
EBIT %		8%	9%	10%	10%	11%	12%	11%	12%	13%	12%	13%	13%	11%

Centrex Business Plan
The Telephone Company of Central Florida 1997

		March	April	May	June	July	August	September	October	November	December	January	February
Telemarketers		20	20	20	30	30	30	30	30	30	30	30	30
Closes/Day/Seat		1	1.25	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Calls/Day/Seat	150	150	150	150	150	150	150	150	150	150	150	150	150
Total Calls		60000	60000	60000	90000	90000	90000	90000	90000	90000	90000	90000	90000
New Customers Telemarketing		400	500	600	900	900	900	900	900	900	900	900	900
New Customers Agent	338	400	400	400	400	400	400	600	600	600	900	900	900
Total New Customers	338	800	900	1000	1300	1300	1300	1500	1500	1500	1800	1800	1800
Erosion Rate per Month	5%												
# Customers On-Line		338	1,122	1,965	2,867	4,024	5,123	6,167	7,358	8,490	9,566	10,887	12,143
Ramp Period - 1 Month to provision													
Business Lines/Customer		4.5											

Pricing Assumptions

Local Access per Business Line	25.95	Months 6 and 12 are free for local access.
Local Message Units	0.00	Agents get paid on long distance revenue only.
Local Business Line Features	10.00	
Long Distance Rate per Minute	0.099	
Minutes per Line	300	
Long Distance Revenue per Line	29.7	
Total Revenue per Line	**65.65**	

Cost Assumptions

Local Access Installation	38.00	Per line
Local Access per Business Line	17.77	
Local Message Units	0.00	
Local Business Line Features	0.00	
PIC Fee	1.49	Per line
Long Distance Rate per Minute	0.05	
Access per Minute	0.005	
Billing Cost per Minute	0.0035	
Billing Cost per Customer	5.00	
Provisioning per Customer	10.00	
Provisioning per Line	1.00	

Telephone Company of Central Florida, Inc.

May 29, 1996

Bell South Telecommunications, Inc.
Rich Dender
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

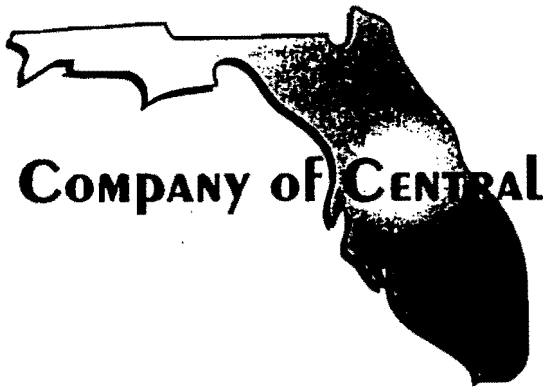
Dear Rich:

I'm very pleased with the assistance I've been receiving from your people. Ms. Webb and Mr. Johnson have been extremely helpful. I do look forward to a very long and profitable relationship with Bell South.

I need your assistance with an issue that has come up today. I have been asking the local Bell South Sales Executive here in Orlando about services in other locations. I found out today that all Essx services are to be replaced by MultiServ tomorrow (May 30th). I've been trying since the first week in February to get quotes on the following Bell South Co. locations in Florida.

LOCATION	SWITCH
1.Orlando Magnolia	D100/1ESS
2.Orlando Pine Hills	5ESS
3.Cocoa Main	5ESS
4.West Palm Beach	D100/1ESS
5.Vero Beach	5ESS
6.Melbourne	5ESS
7.West Hollywood	5ESS
8.Ft. Lauderdale Main	D100
9.Ft. Lauderdale Oakland	5ESS
10.Jacksonville San Marco	D100
11.Jacksonville Clay St.	D100
12.NDAD Golden Glades	D100
13.Miami Grande	5ESS
14.Miami Airport	D100
15.Miami Hialeah	5ESS
16.Miami Canal	D100
17.Miami Beach	5ESS
18.Key West	5ESS
19.Gainsville Main	5ESS

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454



TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.

Since your local commercial representative did not assist me in my requests, I would ask that this letter serve as my formal service request or letter of election for 201 line Essx agreements for a term of 73 months at each of the above listed locations. I believe I must make this request today or lose the opportunity to order at the existing tariffed Essx rates. Call me if you have any questions.

Sincerely,

Kip Ripper
President

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

BellSouth Access Customer Sales
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Wade Johnson
Regional Account Executive
(205) 977-8955
(205) 977-0087 FAX

May 29, 1996

Elder "Kip" Ripper
The Telephone Company of Central Florida
3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

Dear Kip:

This is to confirm that in today's conference call between you, Charlotte Webb and me, we discussed the following points:

(1) The Florida ESSX tariff is due to change on May 30, 1996;
(2) You have been working with the BellSouth Commercial Marketing Sales group in an effort to order ESSX service in approximately fifteen Florida cities;
(3) How you could get ESSX service provisioned via the grandfathered Florida tariff; and,
(4) The actions you would take in order for us to work with you in getting your service via the grandfathered tariff.

It was agreed that you would send to Rich Dender a letter stating that you had been working with BellSouth for several months, and only in the past day were you given the information needed to determine which cities you would like to subscribe to ESSX service and that the tariff was changing on May 30. We agreed to utilize the letter to show the ESSX group your commitment to order these systems once you had the information you needed.

If we can be of additional service to you, please call us at 205-977-8955.

Sincerely,

Wade Johnson
Regional Account Executive

BellSouth Telecommunications, Inc.
South E4E1, 3535 Colonnade Parkway, Birmingham, Al 35244

FAX

Date: 05/31/96

Number of pages including cover sheet: 5

To: Kip Ripper

Phone: 407-328-5002

Fax phone: 407-321-1454

CC:

From: Charlotte Webb

Phone: 205-977-8955

Fax phone: 205-977-0037

REMARKS: ☐ Urgent ☒ For your review ☐ Reply ASAP ☐ Please comment

BELLSOUTH

BellSouth Access Customer Sales
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Charlotte R. Webb
Systems Designer
(205) 977-8965
(205) 977-0037 FAX

May 31, 1996

Mr. Kip Ripper
President
The Telephone Company of Central Florida, Incorporated
3551 West Lake Mary Boulevard
Suite 210
Lake Mary, Florida 32746

Dear Kip:

As per our conversation of Thursday, May 30, 1996, I am enclosing a rate itemization of for the 150 line Digital ESSX in Orlando, Florida. Also, you will find a drawing depicting my vision of your ESSX service.

In order to ensure the I completly understand how you want your ESSX system to be provisioned via the BELLSouth DMS-100 central office in Orlando, Florida, I am restating how the ESSX service will be configured:

Network Access Registers:	20 Combination
Main Stations:	201
Features:	
Call Forwarding - Don't Answer	
Call Forwarding - Busy Line	
Call Forwarding - Variable	
Call Hold	
Call Pickup	
Three-way Conference, Consultation Hold, Call Transfer	
DECAS (Customer Control of Features)	
Assume Dial "9"	
Automatic Route Selection	
Long Distance:	DS-1 to WilTel

The following requirements are the ones outlined by you for this service:

- Clients to whom you "sell" service will need to keep their existing telephone numbers.
- No intercom calls will be allowed.
- All long distance calls will be carried via a DS-1 to the WilTel POP with overflow capability to the Preferred Interexchange Carrier (PIC) on each ESSX main station.
- The PIC code on each ESSX main station will be WilTel.
- The features on all ESSX main station lines will be activated/deactivated/changed by you.

Please review the attached rate itemization and drawing. If you have any questions or need additional information, you can contact me at 205-977-8955.

Sincerely,

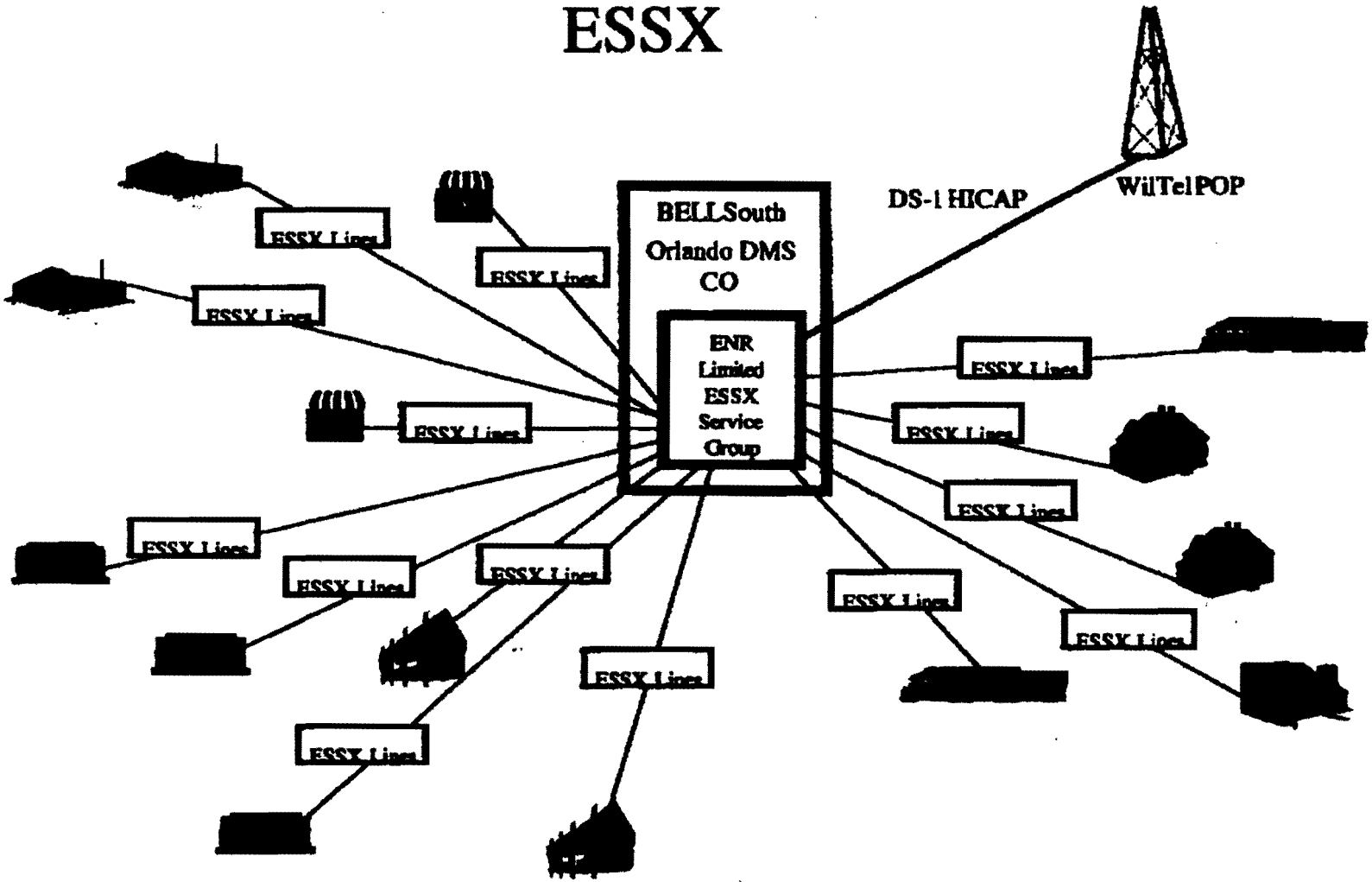
Charlotte R Webb

Charlotte R. Webb
Systems Designer

copy: Wade Johnson

Proposed Situation

Reseller Provides Service Via ESSX



Illustrative Purposes Only

ENR Limited, INC.
The Telephone Company of Central Florida
Orlando, Florida

DMS ESSX Rates

	Qty.	USOC	Item Description	Non Recurring	73 Months
	1	ESS	Service Establishment Charge for		
			Digital ESSX System	$ 1,500.00	$ -
	1	EQE	Measured Rate Network Access		
			Register, Combination, Initial		$ 7.21
	19	EQG	Measure Rate Network Access		
			Register, Combination, Additional		$ 136.99
	20	LNG	Network Acess Limiter, per NAR		$ -
	20	AHB	Surcharge for Hearing/Speech Impaired		$ 2.00
	20	9ZR	FCC End User Line Access Charge		$ 120.00
	1	PSZ	Digital Facility Group		$ -
	1	EES	DS-1 Termination, Digital P/DS1		
			Circuit Termination	$ 78.00	$ 510.00
	24	ECA	DS-1 Termination, Digital P/DS0		
			Channel Activated	$ 864.00	$ -
	201	EXMWX	Digital ESSX Main Stations, up to		
			2.5 miles		$ 984.90
	201	NRXSX	Measured Rate Intercom Charge, per		
			Digital Main Station		$ 2,030.10
	1	CPVBL	DECAS, per System	$ 1,100.00	$ 7.25
	201	CPVZA	DECAS, per Digital Main Station		$ 40.20
	41	E6GPG	Call Forwarding - Busy Line, per group		
			of 5 Digital Main Stations	$ 123.00	$ 14.35
	41	E9GPG	Call Forwarding - Don't Answer, per		
			group of 5 Digital Main Station	$ 123.00	$ 16.40
	41	EATPG	Call Forwarding - Variable, per group		
			of 5 Digital Main Station	$ 123.00	$ 12.30
	41	EABPG	Call Hold, per group of 5 Digital		
			Main Stations	$ 209.10	$ 10.25
	50	E3PPP	Call Pickup Group, per Group		$ -
	41	E3PPG	Call Pickup, per group of 5 Digital		
			Main Stations	$ 123.00	$ 8.20

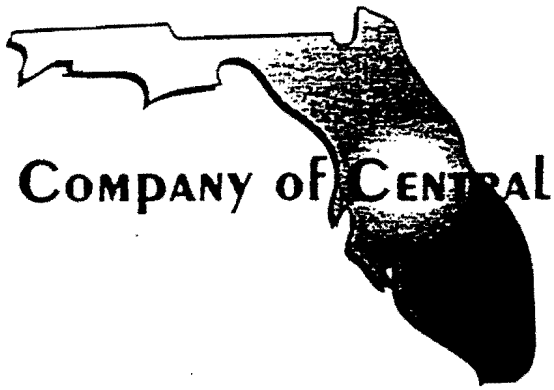
ENR Limited, INC.

The Telephone Company of Central Florida

Orlando, Florida

DMS ESSX Rates

Qty.	USOC	Item Description	Non Recurring	73 Months
41	B9APG	Threeway Calling, Consultation Hold,		
		Call Transfer, per group of 5 Digital		
		Main Stations	$ 123.00	$ 209.10
1	ABB	Automatic Route Selection - Basic		
		Common Equipment, per System	$ 215.00	$ 16.00
2	ARK	ARS Route Selection Pattern, per		
		Pattern	$ 176.00	$ 1.40
2	AS5	Trunk Group Terminated in ARS,		
		per Trunk Group	$ 52.00	$ 4.10
2	ABM	Six (6) Digit Screening, per Six (6)		
		Digit List	$ 240.00	$ -
1	A9DPS	Assumed Dial "9", per System	$ 75.00	$ -
201	A9D	Assumed Dial "9", per Digital		
		Main Station	$ 2,462.25	$ 100.50
1		Line Connection Charge, First Line	$ 56.00	
200		Line Connection Charge, Each		
		Additional Line	$ 2,400.00	
		TOTAL	$ 10,042.35	$ 4,304.25



Telephone Company of Central Florida, Inc.

Sent via Fax
September 4, 1996

Mark L. Fiedler
President
BellSouth Carrier Services
675 W. Peachtree St.
Room 4511
Atlanta, GA 03075

Dear Mark:

I appreciated the candid discussion we had yesterday and feel that we can work together to provide our customers with solid products and services. I would be more than happy to help your staff understand the needs of a typical reseller and the needs of this new business. I can also give you and your people insight into how the other RBOC's and LEC's are handling the resale world.

I also feel it is prudent for me to document what has been happening to TCCF in the last month and request your assistance in resolving the problems we have been having. I might also suggest that BellSouth assign to TCCF a full time service manager to support the daily service needs of my business (specifically in light of my special ESSX service requirements). I also want to stop any new ESSX installations from occurring until we can coordinate the cutovers.

The following customers have been disconnected by BellSouth on various occasions in the last month:

1. Citrus Bank, two locations for over four hours each.
2. Arnold, Mathery, and Eagan, for two days.
3. All Cellular, for two hours.
4. Exotica florist, voice mail for three days.
5. Wanda Classe Mktg., for four days (407-293-9697, Wanda Classe)
6. Pete Bertini, for five days. (407-290-3248, Pete Bertini)
7. Ruth Keirn, for five days. (407-293-6330, Ruth Kiern)
8. Stine Industries, for four days. (407-290-8329, Jon Stine)
9. All Media Group Inc., for four days. (407-294-9900, Diane)
10. Specialty Roofing and Waterproofing Co. Inc., for five days. (407-295-7868 Mark Schmidter)

The last five customers listed are requesting an explanation for their removal from service. TCCF will loose these customers unless BellSouth confirms that it was a BellSouth error that disconnected their service. TCCF did not disconnect them and BellSouth needs to confirm this. Honestly, anything less will cause TCCF to loose the customers. Contact names and numbers are provided with the hope that someone in your organization can call them to reassure them that I, Kip Ripper, did not turn off their services like the BellSouth repair and service center representatives are telling them has occurred.

That brings me to the next issue which is why are your repair and service centers telling our customers that TCCF and Kip Ripper by name have disconnected them and that BellSouth no longer will be providing service to them. When the customer then says that they are still with BellSouth through TCCF they are told that it is not true and that BellSouth has no record of them in their accounts anymore.

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

I do need your immediate assistance to resolve these issues. I suggest that I come to Atlanta to sit down with your technical services support staff to discuss some ways to better coordinate our efforts. I also need to be assured that your local business office and repair personnel are better informed and do not mislead my customers into thinking I've perpetrated a fraud on them by holding myself out as a reseller of BellSouth services. You local Florida personnel are doing that. They keep telling my/our customers that they have been disconnected from BellSouth. The reality is that your personnel do not know the difference between resale and facilities based competitors. Please, can you fix this now before you drive me out of business? Honestly, the above listed issues are just killing my local reputation. I have invested a great deal of time and money in this venture and if we can't work through these issues as partners it will damage my business beyond repair

The next few days are very important to TCCF's ability to survive and maintain a positive reputation. My sales agents are also being affected by these events. They are starting to doubt my credibility. How do I sell without them. The customers listed above have been affected by BellSouth due to the recent outages that BellSouth created. Where do we go from here? How does BellSouth make restitution to these people and to TCCF if I loose them? Please get back to me at your earliest convenience.

Sincerely,

Kip Ripper
President, TCCF

BELLSOUTH

BellSouth Telecommunications, Inc.
Suite 4511
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

404 529-5600
Fax 404 521-2311

Mark L. Feidler
President – InterConnection Services

September 9, 1996

Mr. Elder Ripper
President
Telephone Company of Central Florida, Inc.
3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

Dear Kip:

I appreciate your September 4 letter following up on our conversation of the other evening. As we discussed, resale and unbundling to facilitate local competition is essentially an entirely new mode of operation for BellSouth, and one which presents a myriad of start-up challenges. I appreciate your willingness as a customer to help us understand the problems you and your customers are experiencing, and in working with us to resolve these problems as quickly as possible. I also appreciate the professional approach that you have evidenced.

I have tried to address below some of the items raised in your letter. I have asked other people in my organization to address the remaining items, and to communicate back to you directly the steps we are taking to address them. I've also scheduled a full-day meeting on Tuesday, 9/10, with my staff to review precisely where we are in the resale and unbundling operations area, and the immediate and longer term steps that we are taking to minimize the number of problems as we enter this new form of business. I plan on discussing the particulars raised in your letter at that time. Some specific responses, however, are set out below:

1. I understand that Ann Andrews and a number of her direct reports are scheduled to meet with you the morning of Friday, 9/13, to hear first hand your suggestions as to how we might improve operations.

2. We are in the process of transferring some additional personnel in the LCSC and into the account team organization which have extensive ESSX experience in order to assist TCCF with daily service needs.

3. We will stop any new ESSX installations until we are both satisfied that we have coordinated the cut-overs.

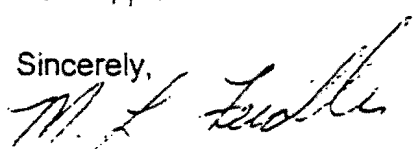
4. Based on a previous conversation between yourself and Ann Andrews, a member of the management team of the Local Carrier Service Center will contact the five customers you mentioned in your letter explaining to them that their service interruption was a result of BellSouth errors and not due to actions of TCCF.

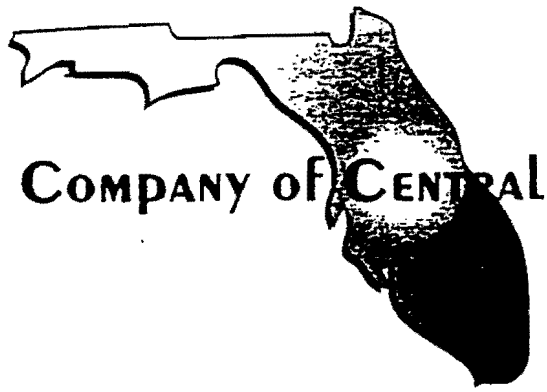
5. We are reviewing our training with the repair and service center representatives to ensure that they appropriately communicate with customers the relationship of your resold customers to BellSouth. I am sure that this will be discussed in your meeting with Ann this coming Friday. I'm also sure there will continue to be a good bit of confusion on the part of customers as to who their service provider is in the resold environment, but I would hope that suggested improvements to this process will be one outcome of your meeting with Ann.

I will give you a call following Tuesday's meeting to give you the benefit of any further information that I become aware of at that time and hopefully to find a time when we can meet face to face. As I mentioned to you in our conversation the other evening, it is BellSouth's intention to bring to the resale and unbundled business environment the same level of professionalism and service that we exhibit in the other parts of our operation. We are devoting substantial resources and efforts to make that happen. Notwithstanding these efforts, however, as in any start-up operation, we are experiencing some problems as we struggle up the learning curve. Unfortunately, given the fact that you are one of the earliest entrants into this business, I'm afraid that you are seeing more than anyone else first hand our struggles to implement this new business. We are committed to making it better. I appreciate your help in that regard, and look forward to a valuable and long-term relationship.

I also look forward to speaking with you this week. If you need to reach me in the interim, please don't hesitate to call.

Sincerely,





Telephone Company of Central Florida, Inc.

Sent Via Fax
September 20, 1996

Mark Feidler
President-InterConnection Services
BellSouth Telecommunications, Inc.
Suite 4511
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Mark:

I need your assistance in a matter that is critical to the success of the Telephone Company of Central Florida. As you know on the weekend of August 30, 1996 several customers were cut out of service by BellSouth. Consequently TCCF has lost their business and revenue. Furthermore one of these customers has stopped payment on their first payment to TCCF, see the attached copy of his check. This customer owes TCCF about $1,000.00 for services rendered to date. Paragraph III, H. of our contract indicates that we will work together to collect these funds.

Let me state that this customer, Specialty Insulation and Waterproofing, would have generated revenue of at least $6000.00 annually. TCCF has lost this revenue. The customer has also stated that due to the out of service time that occurred they will not be willing to pay TCCF. Please remember that they were out of service for almost four days. What can you do in this situation to help TCCF to recover its loses? I would suggest that BellSouth offer to give TCCF a credit for an amount to be determined by you or you staff. Lastly, TCCF is currently working on a list of customers that have switched back to you because of similar problems and the amount of lost TCCF billing and annual revenue.

Please let me know how you would like to deal with this. Barbara Jean Warren has indicated that she would be able to give us credits on our account for lost billed revenue. I look forward to a favorable outcome for all of us.

Sincerely,

Kip Ripper

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

12597

00012597

SPECIALTY INSULATION AND WATERPROOFING CO. INC. 061390
3609 SHADER RD.
ORLANDO, FL 32808
(407) 295-7868 FAX (407) 293-5302

SUN BANK, N.A.
ORLANDO, FL 32897
63-215/631
0526136

**** FIVE HUNDRED ONE & 36/100 DOLLARS

STOP PAYMENT

STOP PAYMENT

DATE
09/05/96

AMOUNT
*********$501.36

PAY TO THE ORDER OF:
Telephone Co. of Cent Fl.
Department #1126
Tulsa, OK.
74182

Mark C. Schmidt
AUTHORIZED SIGNATURE

"012597" 1:

040124185 5304 5502 09 05 96

A SECURITY FEATURES INCLUDED. DETAILS ON BACK. A

BellSouth Telecommunications, Inc.
Suite 4511
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

404 529-5600
Fax 404 521-2311

Mark L. Feidler
President – InterConnection Services

September 23, 1996

Mr. Elder "Kip" Ripper
President
Telephone Company of Central Florida, Inc.
3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

Dear Kip:

I received late Friday afternoon your fax regarding the situation with Specialty Insulation and Waterproofing. As you had previously requested, I had a representative in my carrier operations group contact Specialty Insulation and Waterproofing to discuss with them directly the cause of their recent service interruption. That part of my organization is managed by Ann Andrews, who you met with in Florida last Friday. I have forwarded your letter to Ann to handle in light of the fact that she has operational responsibility for matters of this sort, and a much more detailed understanding of the particulars of this situation. Ann or someone in her organization will be contacting you promptly to discuss the particulars surrounding this situation, and any suggestions as to how to move ahead.

I will continue to follow the situation to make sure that it receives an appropriate level of attention.

Sincerely,

M. L. Feidler

cc: Ann Andrews
Joe Baker
Fred Monacelli

BELLSOUTH MEETING

DATE: **September 12, 1996**

Time: **9:00 AM - 12:00 Noon**

PURPOSE: To discuss major issues and solutions to create an OLEC environment which benefit all parties of the partnership, including BellSouth, TCCF and the End-user customer.

AGENDA ITEMS

Major Issues

1. ESSX Service (Turning Up Circuits and Moving Existing Accounts To ESSX)
2. Service Outages
3. Repair Service (Interfacing with End-User Customer and Re-routing to TCCF)
4. Directory and Additional Listings dropping
5. Yellow Page Issues
6. PIC Changes (Some are not completed)
7. Cover Form for Freeze Pic
8. Billing with ALEC Discounts
9. BellSouth Promotions and Discounts (Residential Service/Feature Offering)
10. Pay Phone Rates and Discounts (For Existing and New Service)
11. Non-recurring Service Order Charges to Switch Service to TCCF

Other Issues

1. Ameritech Services Information

2. Service Orders

a. Providing weekly, completed orders, dates orders are processed, status of PIC, any rejections, and etc., rather than faxing confirmations on daily basis.

b. "Switch as is" versus "Switch with changes"

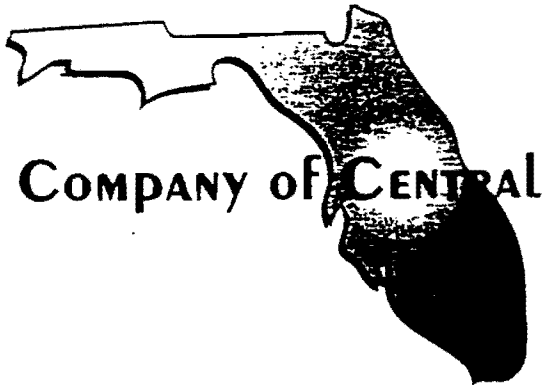
c. Service charges for the various "Change" orders, business or residence.

d. Accounts with Omitted Phone Numbers on TCCF service request should be provided TCCF once identified by BellSouth.

3. Repair Service

a. Procedure that ensures end-user customer is not confused by repair reps about the status of their service, and a better and more helpful method to route customers to TCCF to resolve their service problems.

4. OLEC Discounts on service and service features as outlined in the guidelines recently established by the FCC.



Telephone Company of Central Florida, Inc.

Sent via Fax
October 1, 1996

Wade Johnson
BellSouth
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Dear Wade:

I need to confirm in writing several concerns and issues that have been discussed with various BellSouth individuals during the last month. I first want to reaffirm that you are my primary BellSouth contact. It occurs to me that I have taken the opportunity to meet with several of you leaders and peers. But, to make this arrangement work I do need to coordinate my efforts through no more than two people. Yourself from an overall account management position and a customer service manager (TBD). The later person to handle the day to day issues that TCCF can not handle with the normal BellSouth infrastructure.

Listed below are the current problem areas that TCCF have encountered in the last four months of operation. Clearly we need to confirm this list and then agree on how we can help each other to improve our performance in these areas.

1. TCCF needs a monthly billing on tape of all our monthly fixed and recurring charges. Without this we can not bill our customers for intralata toll, directory assistance, and other similar charges. We were promised monthly tapes from day one. Is BellSouth going to forgive these charges until we can get this billing on a medium that TCCF can rebill from. TCCF is losing revenue daily.

2. Our current billing has numerous errors to the point that we are concerned about its total integrity.

3. Our billing does not include discounts.

4. We have been trying to establish ESSX service for four months. BellSouth does not have a resource to support my efforts. I have lost over 400 customers in South Florida due to this problem. How do we fix this problem and when do we fix this problem. BellSouth is severely injuring my business. Due to delays in cutovers I'm currently paying Wiltel for local backhaul circuits to eight sites that BellSouth accepted the local loop, but never cut the ESSX system into service. Additionally the ESSX systems do not have assume dial "9" service as requested in our agreements. I definitely need assume dial "9". I have now hired a person to coordinate all the ESSX cuts on my side. I'm ready to go now. Fred promised a support person by October 1st. Well its time. I'm losing time and money.

5. TCCF needs product guides and training for BellSouth's retail service offerings and training for our CSR's so that we can be accurate in reselling your services. We've discussed this many times and had several promises of action. I do not have any documentation nor have I heard of any training.

6. What do we do when TCCF looses a customer because BellSouth cuts them out of service. TCCF loses revenue to date and the potential revenue for the foreseeable future. See our contract paragraph III. H.,

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

Both parties agreed to provide support regarding moving customers with outstanding balances. Actually neither party should move customers with outstanding balances, but this is not reasonable so we must protect each others positions. I requested assistance on this matter September 20th and have not heard anything to date.

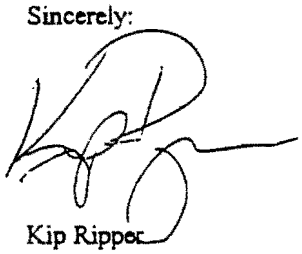
7. What is the escalation procedure for out of service customers? We are constantly caught between the repair and service centers. If an order is not closed repair will not help us.

8. Who handles pic problems? We have requested that all of our lines be pic'd to Wiltel and frozen. TCCF does not intend to pay for LEC billed calls because the pic was changed or missed during the order process. We have also have had several customers with no long distance after cutover. No one has ever told us why.

9. Will our out of service problems at cutover be resolved? When will BellSouth be able to assure us that this will not occur on a regular basis?

Wade, I spent endless hours talking to all of the appropriate BellSouth executives now its time for action. I can't do business with promises. We do have a contract and I need your help as my partner to begin holding up your end of the bargain. TCCF has been patient for four months, I do believe that I deserve a written and positive response to my comments no later than the close of business October 4, 1996.

Sincerely:



Kip Ripper

Telephone Company of Central Florida, Inc.

Sent via Fedex
October 7,1996

Barbara Jean Warren
BellSouth
LCSC
D 20
5147 Peachtree Industrial Blvd.
Chamblee GA. 30341

Dear Barbara Jean:

Enclosed you will find a payment of $10,000.00 for the attached invoices. I believe it is prudent for TCCF to put BellSouth on notice that this billing is unacceptable in its current form. TCCF is paying the $10,000.00 in good faith to maintain its good credit rating and payment history, but frankly this billing is less than creditable. TCCF has had the following billing issues and BellSouth needs to respond to them in writing to confirm that they recognize that they exist:

1. The billing does not confirm discounts nor take them into consideration.
2. BellSouth CSR's sent at the time of cutover do not always agree with the billed amounts. What is accurate? TCCF uses the original CSR to issue billing records to its customers. We need accurate and consistent records. The LCSC needs to follow up with Andrea Welch on this issue.
3. TCCF is being billed by BellSouth for ESSX service its not using and can't use at this time. Account 407-318-8000 was billed and should be credited until we can utilize ESSX. Currently the service is installed without assume dial 9. This makes it useless to my clients. Please credit the account until this problem is fixed.
4. Credits have been issued on accounts that were lost due to BellSouth cutover problems. TCCF has not seen written confirmation of these credits and their amount. We need to see a credit memo. Estimated annual lost revenue to date $12,000.00.
5. We can't bill local usage revenue without tapes. They have been promised from day one and we have now lost four months of revenue. TCCF will not pay for services we can't rebill because BellSouth will not send us a tape. Estimated lost revenue $5,200.00 to date.
6. Who do we escalate billing issues to in this situation? To you ?

These issues are serious enough that my staff has spent at least 40 hours a week since late July trying to work with the billing issues. This is not productive for TCCF or BellSouth so it must stop. TCCF has probably lost $5,000.00 in lost work time trying to deal with these issues. We therefore must request a written proposal that will deal with these issues as soon as possible. We can't continue to lose revenue and personnel time to these easily resolvable problems. I expect a call in the next few days to discuss how we move forward.

Sincerely,

Kip Ripper

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

BELLSOUTH

To: Kip Ripper
Company:
At: 914073211454

From: Wade Johnson
Company: BellSouth
Voice: (205) 977-8955

Date: 10/16/96
Time: 8:01AM
Pages Including Cover: 1

MEMO

Notes: I lied. Didn't mean too.

My schedule of events for the 4th Quarter of 96 shows 10/16, start date of new account team members. Turns out that only Bill Morrison is coming on today. The other two, the ones that you and I are concerned with, are not coming in until the first of November. I don't know why they couldn't get away earlier. I just learned about the Nov. 1 date yesterday in our Atlanta meeting.

I think we should get with the LCSC and try to turn up a few of those ESSXs. What is your thoughts?

By-the-way, I noticed on your first issue (your letter to me) that you said you had been promised tape billing from day one. Who promised you? We can provide that service, but we may charge for it. No determination has been made yet, and I want to have my gun loaded.

Wade

Created using PROCOMM PLUS 2.0 for Windows

BELLSOUTH

BellSouth Access Customer Sales
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Wade Johnson
Regional Account Manager
(205) 977-8955
(205) 977-0037 FAX

October 22, 1996

Elder N. Ripper
Telephone Company of Central Florida, Inc.
3551 W. Lake Mary Boulevard
Suite 210
Lake Mary, Florida 32746

Dear Kip:

In response to your letter, via FAX, sent October 1, 1996:

I am sorry it has taken so long to respond in writing, but I have tried to keep you up on our progress in our conversations. We still have not worked out all the issues you mention, but are continually working to improve our service to our resell customers.

On issue number one, Paula Murphy, the LCSC supervisor, informs me that you will be getting your monthly bill on paper and mag tape for six months. After that, you must make a choice of which media, or pay $77 monthly for both. If you choose one or the other, the bill is still free.

On issue two, any problems with the bill can be handled by the LCSC. Call service rep Glenda Foster at 1 800 872-3116, and press 2 for the billing group.

On issue three, effective October 1, 1996, the OLEC discounts will be automatically discounted on the bills. The discount will appear as a reduction of the monthly services. Per Mr. Craig Steele, all previous bills have been verified and the discounts were applied.

On issue five, BellSouth is discussing several training methods. We have scheduled a December 10th and 11th training session at the Atlanta Executive Park Learning Center for OLECs, and will be sending additional information at a later date.

On issue seven, escalation procedures, your company has available to you the resources of the Residential Repair Center (611) for 1FR and 1FB customers. Repair intervals are dictated by the area reported in and by the load being experienced by network in this area. On average, you should expect an 18-24 hour turnaround on trouble reports, but it could be shorter or longer depending on extenuating circumstances.

You may report small business troubles to the Business Repair Center (780-2222). Again, the repair appointments and intervals are based on the load experienced by Network in the area that you are calling about. All customers reporting like classes of service are treated equally by LMOS as they are in the RRC. Intervals can be longer or shorter depending on load and weather conditions. Escalation procedures are handled within each center and the receiving agent is familiar with the policies and procedures for the troubles being reported.

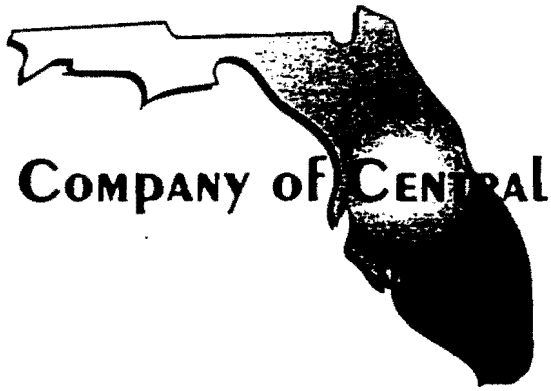
Just as a reminder, the repair of any resold service, whether it is 1FR, 1FB, ISDN, DID, ESSX, or IPP, is handled out of the retail outlet that would normally serve this customer. No resold service is handled out of the ACAC.

On issue eight, the Equal Access Service Center would handle unauthorized PIC changes on your customers. The LCSC would handle any other PIC problems.

On issue nine, I have discussed your problems with everyone from Ann Andrews down. We will be continually addressing this issue, but will need time to make sure that these cutovers go smoothly. Please let me know specifics when you incur problems.

The other issues are being addressed, but so far, I do not have definitive answers. I will forward them to you when I get them. Please let me know when you experience problems. BellSouth's goal is to provide excellent service to you and all of our customers.

Sincerely,



TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.

Sent via Fax
January 13, 1997

Joseph M. Baker
Vice President-Sales
Interconnection Services
BellSouth Telecommunications, Inc.
Suite 4423
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Joe:

I want to thank you for coming to Lake Mary to visit our facility and meet the TCCF employees. We do believe in our relationship and think of BellSouth as our partner in the resale business. I want to confirm several issues that we discussed and request that your staff establish in writing solutions to resolve these issues. Further, I believe that specific time frames need to be set to reach these solutions so we can resolve these issues in a timely fashion. We also need to establish policies and procedures for many of our interfaces and functions. TCCF would like to actively participate in an industry group to work with BellSouth on these kinds of determinations.

First, I want to make a list of our current issues so that we can start a more formal dialogue that will resolve these problems one at a time. We both can then confirm that they have been resolved and how. We should meet by conference call no less than once a week until we can agree that enough of the issues are resolved so that we both can function in a businesslike basis that does not affect our customers. I would suggest that Andrea Welch of my office and Ed English of your office conduct these meetings. The following list of issues needs to be resolved quickly:

1. Our billing is a disaster and needs to be cleaned up. We need a single point of contact to resolve these issues. See the second part of the letter for details.
2. We need to do our orders in a fashion that will not affect our customers. We estimate that about 20 to 25 percent of our customers have one of the following problems at the time they are switched:
    - Out of service
    - Lose directory assistance
    - Lose advertising
    - Lose pins for features
    - Lines are moved to different physical appearances
    - Misbilled
    - Not moved at all
    - Partially moved
    - Features and services changed
3. We need to confirm our account support team and have a problem escalation procedure for order entry problems.

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

4. Your idea of a resale/wholesale repair center is excellent. What do we need to do to establish this center.
5. We need an interface into your billing support group so our billing company can get support for its questions on your billing tapes.
6. We need an order confirmation system ASAP. We are losing orders.
7. We need for your commercial group to stop moving our customers back until they pay their bills. We have lost tens of thousands of dollars of revenue due to this problem. The list of five customers we gave you is only the tip of the iceberg. You can not give these customers several days to make other arrangements to pay these bills. We have already given them the appropriate time frames to make arrangements to pay and now you are giving them more time to figure out ways to avoid the collection process. We want them turned off now. I also want to state for the record that our contract specifically calls for you not to move them if they have outstanding balances, plus we also have signed transfer of authority agreements on over 90% of our customers giving us legal ownership of the numbers. We do not intend to hold hostage these numbers but will immediately release them, upon receipt of payment in full, back to BellSouth. Lastly, for the most part, no formal notification of the loss of TCCF customers is occurring.
8. BellSouth has not been effective in getting our orders processed for over two months. The order intervals have been as long as 60 days to never (meaning they were lost). We know you moved your center, but can you assure us that this is over?
9. We need a single point of contact to process our centrex orders. Please confirm this process with Ken Koller of my staff.
10. We need access to your Internet products and services. Please help us with this request.
11. TCCF believes that we can be more effective in our roll as a reseller if BellSouth will train us effectively on available products and services. We also need access to qualified product managers.
12. TCCF needs to be trained on your order entry processes and procedures. We have a guide book and have been doing our best but your initial support staff seemed to know much less than we did. This situation has obviously affected our customers' service.
13. Bottom line is that BellSouth needs a certification process and a start- up kit for resellers so it can keep itself out of harms way.

Joe, we discussed many solutions to these issues and I acknowledge that we had a positive meeting. I have reiterated my concerns because I want BellSouth to confirm in writing exactly what we need to do to resolve these issues and within what time frame so that I can move on with my business. If you review the many letters TCCF sent to BellSouth in the last eight months, I have been bringing up these same issues time and time again without a real response or resolution from your organization. So bear with me if I seem redundant. I expect to see a change and I am pleased to help in any way I can.

Now, lets discuss in specifics the billing issue and the loss of business that TCCF has experienced due to BellSouth's inability to support our needs to date. We have to get this corrected now before it becomes too large to resolve. A portion of this problem is easily resolved and I will address this first. The following list of items should be credited to us ASAP:

1. All ESSX billing should be credited with the exception of the cutovers in December which were coordinated by Ken Koller. We have been billed for all the ESSX common block services put in place by Miss Webb since August and have not been able to utilize them.
2. On the early bills, no discounting occurred and no credits have ever been issued. We need an accurate method to determine if we are getting consistent discounts and an explanation of how it occurs.
3. We should not be billed for any LEC billed charges until we agree to a LEC billing arrangement that compensates us for the collection process. This would include dial around, intralata toll, 411, advertising and other similar services that you currently bill for other vendors. Now, if you are going to discount them like the rest of your residential and business services then we have no problem. Except, that we did not begin to receive billing tapes until last month and not until two weeks ago did we receive your billing plan specifications. I suggest that you make sure that any new resellers receive an up-front package that includes these elements. I can not bill it if I do not get it on tape and receive

the plan specifications. BellSouth needs to get its act together. You folks are in the resale business. I suggest that you credit all billing for these services through December 31, 1996 for TCCF due to BellSouth's lack of response to TCCF's requests. You do have an obligation to support the reseller.

4. We have been billed for multiple service orders on many conversions. Most of these service order changes were because your procedures were constantly changing due to a lack of experience in this business. Your people were also inexperienced and seem to have charged us for all the change orders regardless of who changed the order or why. Frankly, as a show of good will on the part of BellSouth I am requesting that all service order charges be forgiven for this entire period. The time it will take us to resolve which is which and who did what to who would cost us both more than the amount involved. Obviously, this is not a small amount of money, but if you look at the amount of business that TCCF has lost and the amount of time we have lost because of all the problems we have had, it is a small price to pay.
5. TCCF and BellSouth both need to review the current monthly recurring billing together and determine if it is accurate. I believe the only way we can do this is to have your billing person come to Lake Mary and review this issue with Andrea Welch and establish a method to check and review the situation on a regular basis.

The last couple of issues are more difficult to deal with. Here they are:

1. TCCF's business plan was based on doing business primarily through its ESSX switches. When BellSouth could not effectively turn them up last year, TCCF was faced with going out of business or just reselling until we could utilize the ESSX services. Our profit margins and product pricing in what we call our metro CO's is obviously different then normal resale of BellSouth services. Since BellSouth could not support our ESSX service, TCCF lost revenue due to the following issues. First, our cost of long distance in an ESSX environment is less that $.05 per minute. In a normal switched services situation, my cost is over $.10 per minute for customers in the state of Florida. Therefore, BellSouth has cost me $.05 per minute on all my toll calls from any NNX that is in my ESSX area. This is over 70% of my planned business. In December this will cost TCCF nearly $20,000.00. My loss year- to- date is over $100,000.00. Additionally, if you look at the cost of a line appearance in TCCF's ESSX world it is $17.10 for a line that includes the following features:
    - Call Forwarding Busy
    - Call Forwarding No Answer
    - Call Forwarding Variable
    - Consultation Hold
    - Call Transfer
    - 3Way Call Conferencing
    - Call Pickup
    - Assume Dial "9"
    - Automatic Route Selection
    - DECAS

    The average cost of a Business line with just two or three of these features is at least $35.00 retail or $30.80 wholesale to me at 12 percent off the retail rate. This means in round numbers, TCCF also loses almost $14.00 per line, per month on a business line in my ESSX CO's. If I was billed for only 1000 line appearances over the course of 1996 in these areas, it has cost me an additional $14,000.00 for the service. This does not take into account the amount of business I did not pursue due to these drastic differences in cost. Honestly, I am now selling below my cost due to your inability to service my business in ESSX areas to date. If this shocks you, imagine how I feel. Especially since your lack of response as a corporation is the reason that this has occurred. BellSouth's lack of support for my contract is the reason TCCF has lost this money.
2. This brings me to a new topic that will cost TCCF even more money. Since I had to provision these ESSX accounts as regular business lines, I now have to pay again to install them as ESSX lines. This is not my fault and gives even more credence to my request to credit all service order fees to date.

3. TCCF has had to spend countless man months this year dealing with this mess. This time should have been spent doing new business and adding new sales agents. This loss of time was preventable by BellSouth and is a direct result of your actions and lack thereof. If BellSouth had been ready with good quality staff and procedures, TCCF would not have spent at least $50,000.00 in lost wages dealing with your problems. We continue to do so and hope that our partnership will pay off. Now is the time to show some good will by discussing credits for our many unresolved problems.

This list of issues does not include lost TCCF revenue due to lost TCCF customers because of BellSouth errors. Nor do it include the lost business due to your inability to turn up my ESSX lines. No, I have only listed actual costs that are directly attributable to BellSouth's inability to support this business venture. We may debate on some of them, but I am sure that you owe me a response on each element. Lets discuss this early next week and come up with a good will credit that will not harm either parties business position, but will compensate TCCF fairly for its problems in 1996. I must prudently point out that TCCF is only at 10 percent of its planned 1996 revenue due to these problems and issues. If you were in my position what would you be doing about now.

Sincerely,

Kip Ripper
President

Non-ESSX Comparative Information

Non ESSX Customer (Orlando - Basic)

Feature	TCCF	Cust
Business Line	$ 23.80	$ 28.60
Call Fwd Variable	$ 5.49	$ 6.60
Call Fwd Busy	$ 2.70	$ 3.25
Three Way Calling	$ 3.33	$ 4.00
Call Fwd Don't Answer	$ 2.70	$ 3.25
MultiFeature Credit	$ (2.50)	$ (3.00)
FCC Charge	$ 8.17	$ 8.17
Telecom Relay Svc	$ 0.12	$ 0.12
Total	**$ 43.81**	**$ 50.99**

ESSK COST → 19.15

Non ESSX Customer (Orlando - Plus)

Feature	TCCF	Cust
Business Line	$ 23.80	$ 28.60
Call Fwd Variable	$ 5.49	$ 6.60
Call Fwd Busy	$ 2.70	$ 3.25
Three Way Calling	$ 3.33	$ 4.00
Call Fwd Don't Answer	$ 2.70	$ 3.25
Call Return	$ 4.16	$ 5.00
Hunting	$ 7.70	$ 9.25
MultiFeature Credit	$ (4.99)	$ (6.00)
FCC Charge	$ 8.17	$ 8.17
Telecom Relay Svc	$ 0.12	$ 0.12
Total	**$ 53.18**	**$ 62.24**

ESSK COST → 19.15

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 336
600 NW 79 Avenue
Miami, Florida 33126

305 260-8250
Fax 305 262-4978

Building Industry Consulting Service

November 11, 1998

Telephone Company of Central Florida
Attention: Mr. Ken Koller
3599 West Lake Mary Boulevard, Suite E
Lake Mary, Florida 32746

RE: TELEPHONE COMPANY OF CENTRAL FLORIDA
100 N. BISCAYNE BOULEVARD, SUITE 1000, MIAMI, FLORIDA

Dear Sir:

This is to confirm our agreements concerning customer provided support structures required to accommodate BellSouth telephone facilities to provide network services to the demarcation point for the subject project. The attached specification, 350-98-1102, reflects only the requirements of BellSouth. However, there may be other vendor telecommunications requirements such as conduit, sleeves and equipment space that you may need to consider in your plans. You should negotiate any additional requirements with your vendor(s).

If elevator telephone service is required to obtain a Certificate of Occupancy, your construction schedule should allow sufficient time for BellSouth to install the serving terminal. Please call your local telephone company Business Office a minimum of one week in advance of the desired service date.

It is necessary that the agreed upon support structures be in place and the Building Industry Consulting Group in BellSouth be notified at least 60 days prior to your required service date, estimated to be January 29, 1999. The attached specifications reflect our agreements. If changes are required, prior to building completion, please inform us as soon as possible. BellSouth recognizes that design changes are sometimes necessary and we will do our best to accommodate your needs. Please understand, though, that such changes may result in delayed service, and special charges may be applied in accordance with the general provisions of the tariff to recover any excessive costs incurred by BellSouth.

If additional information is required, or if changes occur, please do not hesitate to contact me at 305-260-8241.

Yours truly,

Harold Elosegui
Building Industry Consultant

HIE/ls

Attachment: 350-98-1102

cc: Tom Houser, BellSouth Telecommunications
Teresa Mateo, BellSouth Telecommunications
Jack Jackson, BellSouth Telecommunications
Bob Hilton, BellSouth Telecommunications

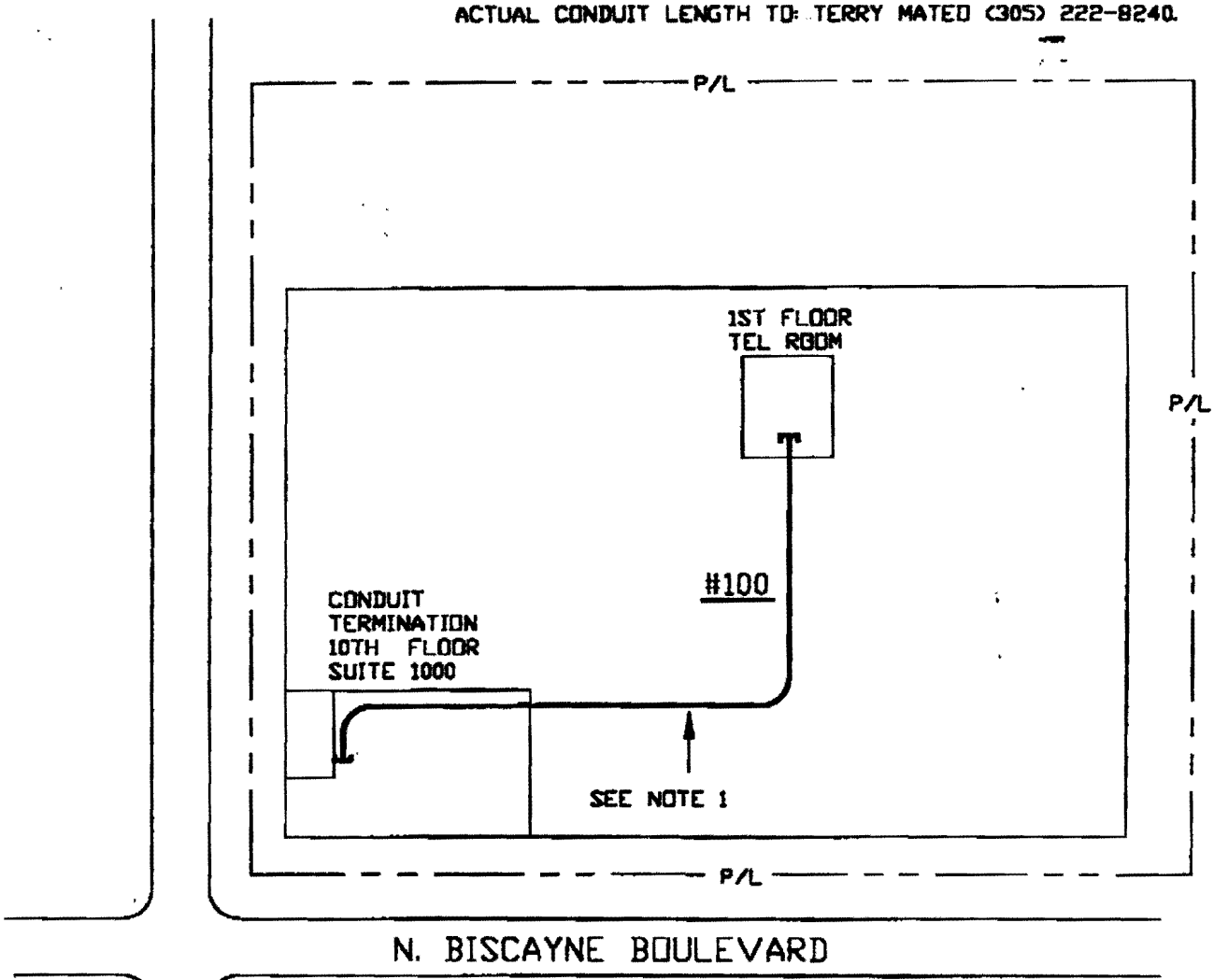
CL350-11.02

TERRY MATEO 222-8240
11/10/98

NOTES:
1. CUSTOMER TO PROVIDE 1-4"
CONDUITS FROM 1ST FLOOR TEL.
ROOM TO 10TH FLOOR [SUITE 1000]
AND TERMINATE AT END OF CUST PROVIDED
FRAME LINE-UP. CONDUITS E/W 2-1" INNERDUCTS
AND PULLSTRINGS

2. CUSTOMER SITE CONTACT: WARREN COWNIE
305-379-7617

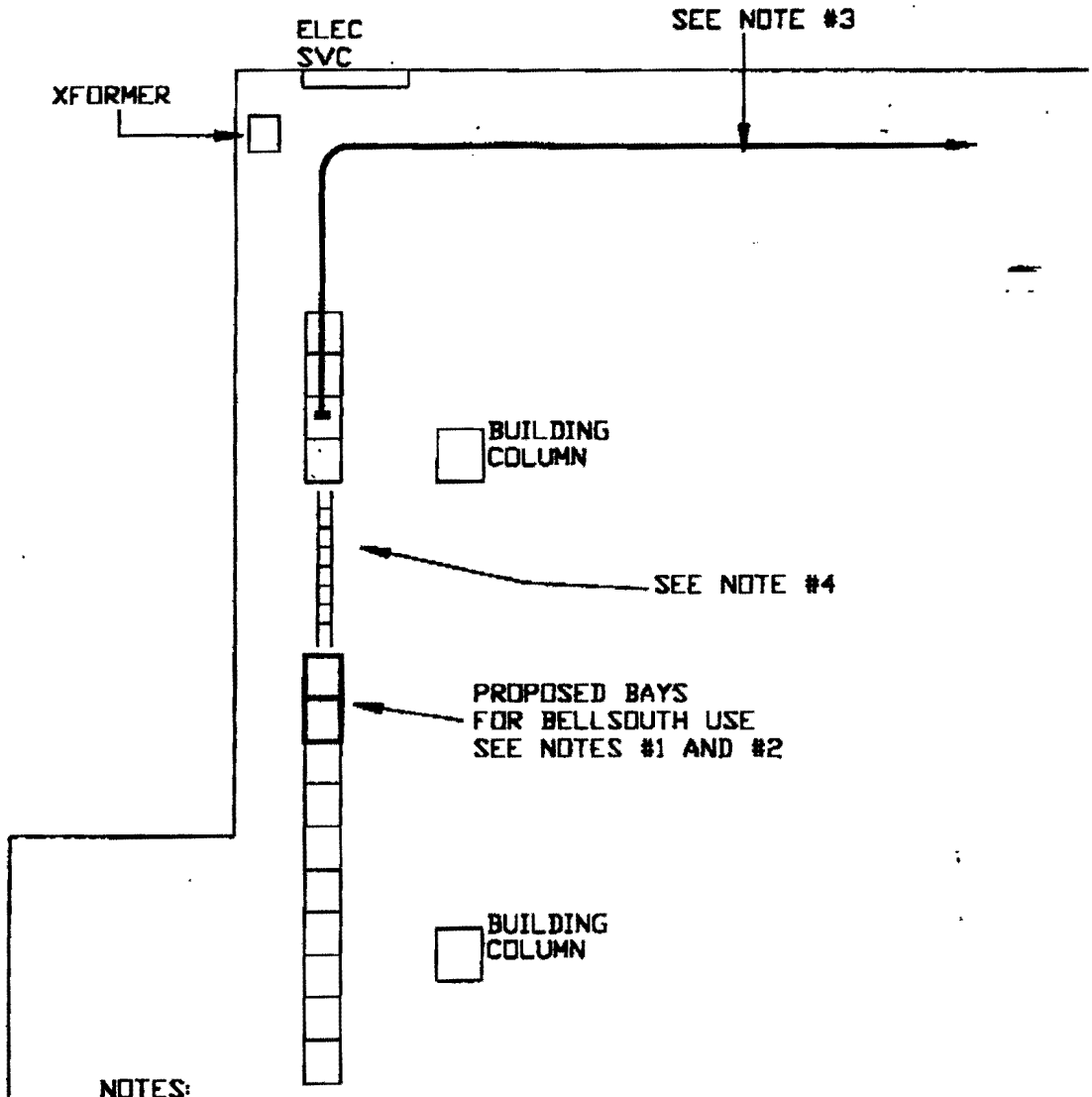
3. MR KEN KOLLER (DIR OF ENG)
1-407-324-1396 TO PROVIDE
ACTUAL CONDUIT LENGTH TO: TERRY MATEO (305) 222-8240.



SITE PLAN
N.T.S.

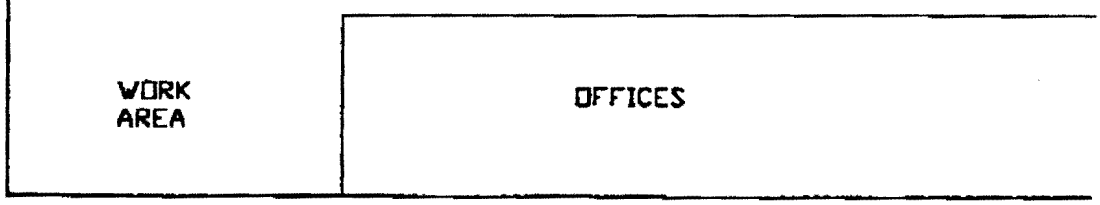
JOB NO. 350-98-1102
DWG. 1 OF 8

FLOOR PLAN DETAIL



NOTES:

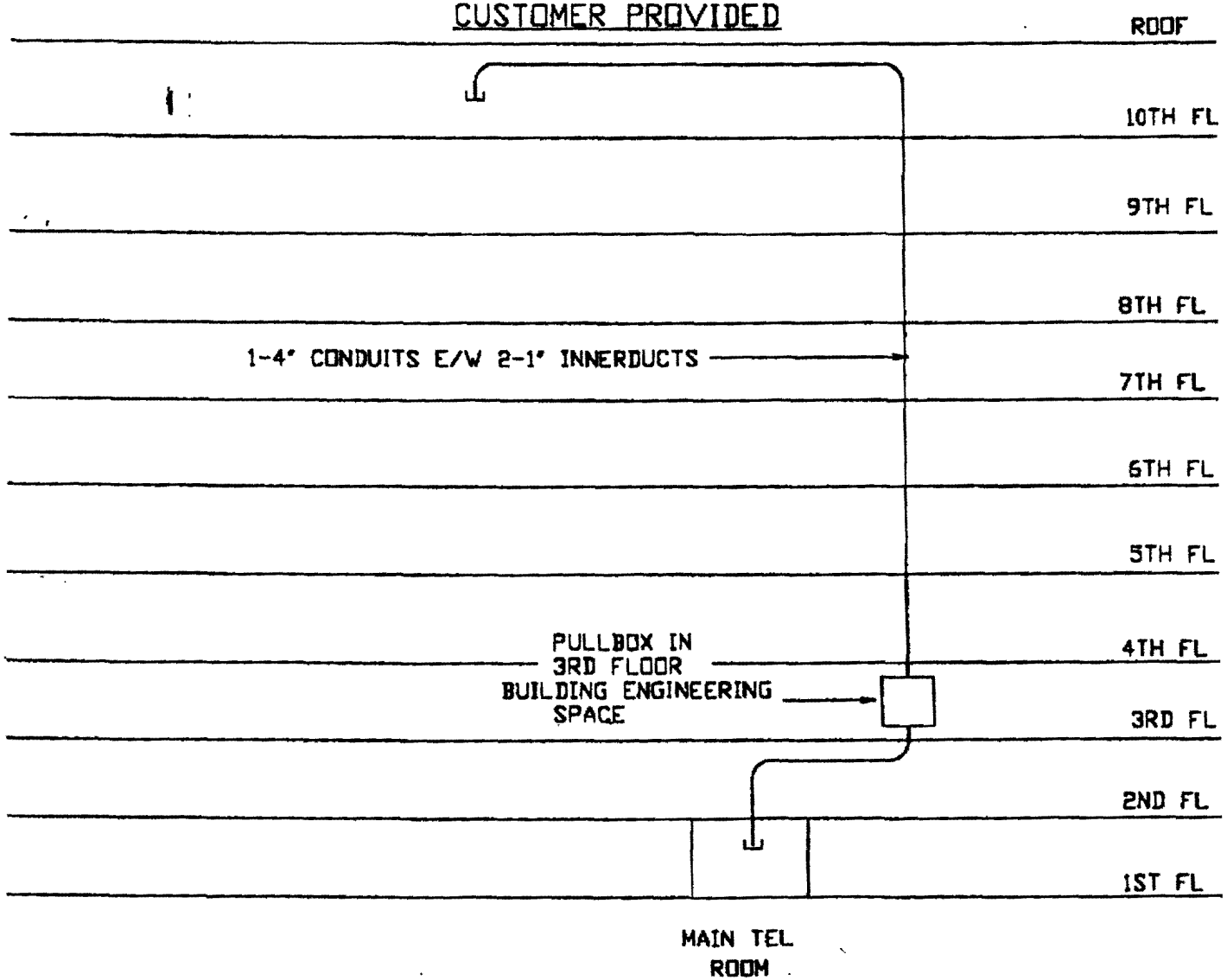
1. CUSTOMER TO PROVIDE A #6 AWG INSULATED GROUND WIRE FROM GROUND WINDOW TO BELLSOUTH BAY LOCATION
2. CUSTOMER TO PROVIDE (2)-48V DC @ 30A LEADS AND (2) RETURNS TO BELLSOUTH BAYS. LEAVE 10' OF SLACK AT NEW BAYS
3. CUST TO PROVIDE 1-4" CONDUIT FROM 10TH FLOOR TO 1ST FLOOR MAIN TEL ROOM E/W PULLSTRINGS.
4. CUST TO PROVIDE CABLE RACK OVER PROPOSED BAYS OVER TO END OF 4" CONDUIT.



JOB NO. 350-98-1102
DWG. 2 OF 8

TELEPHONE RISER DIAGRAM

CUSTOMER PROVIDED



NOTE:

ALL CONDUITS TO BE EQUIPPED WITH PULLSTRINGS.

JOB NO.350-98-1102
DWG 3 OF 8

JOB NO. 350-98-1102

DWG NO. 4 OF 8

EQUIPMENT ROOM REQUIREMENTS
FOR
CUSTOMER PREMISES
FIBER OPTIC PROVISIONING

FOR

TELEPHONE COMPANY OF CENTRAL FLORIDA
100 N. BISCAYNE BOULEVARD, SUITE 1000
MIAMI, FLORIDA

HAROLD I. ELOSEGUI
BELLSOUTH TELECOMMUNICATIONS, INC.
600 N.W. 79 AVENUE, ROOM 336
MIAMI, FLORIDA 33126
TELEPHONE (305) 260-8241

CUSTOMER REQUIREMENTS

The building owner is responsible for providing the necessary space to house the telephone equipment, cable, associated apparatus, and the required environment, power, and grounding as specified on the following floor plans and notes.

All the support structures shown in these specifications must be ready for final inspection 30 days before service is required.

GENERAL

1. Equipment should not be located in damp basements or areas subject to flooding. To prevent malfunction and/or interference to the equipment it should not be located in the same room as, or one adjacent to:
   A. Silicone based copying machines.
   B. Areas that have high concentrations of corrosive gases, metallic contaminates, paper fiber or carbon particles.
   C. An electromagnetic field greater than 1 volt per meter and/or non-synchronous motors that generate electromechanical noises (i.e. small hand tools, electric drills, etc).
   D. Where the acoustical noise exceeds what is specified by OSHA (90DB).

2. The equipment room must have no water pipes running through or directly above it, unless drip trays are provided, or the pipe feeds a code required sprinkler in the room.

3. The equipment must be located in an area where there is a minimum unobstructed clearance of 9' above the floor.

4. The equipment area should be as near dust free as possible during and after installation. The floor should be tiled or suitably sealed, level and free from vibration. The wall and ceiling finish must be a dust free surface that can be cleaned and will not flake.

5. The doors within the access route to (and into) the telephone equipment room must be a minimum of 30 in. wide and 6 ft. 8 in. high to allow for equipment placement and removal.

6. The equipment room must have lighting with an associated wall switch, sufficient to produce a uniform light intensity of 30 foot candles taken at floor level. Light fixtures must be hung a minimum of 9 ft. above the floor.

7. The maximum fully equipped bay weight is approximately 450 pounds. The floor loadings should be rated to accommodate this weight. A floor load rating of 50 pounds per square foot will be adequate.

8. Maintain clear access to the equipment area and keep the area clear for installation and maintenance of equipment at all times. No storage is permitted in the room.

TEMPERATURE & HEAT RELEASE

1. It is required to maintain an ambient temperature of between 60 and 90 degrees Fahrenheit, with maximum relative humidity of 95%. Heat release is calculated at 900 BTU per hour from the Telco equipment.

CUSTOMER REQUIREMENTS

ELECTRICAL

1. BellSouth recommends that the power supply be a part of the UPS or Emergency Power System. Without AC power to the equipment all telephone will be lost after 6 to 8 hours. BellSouth also recommends that your tenant be advised of your decision regarding back-up power.
2. The branch circuit wiring and outlets for the equipment bays will be installed by a licensed electrician. The outlets should be duplex and placed at 7 1/2" feet height unless otherwise noted.
3. All electrical facilities must be provided in accordance with the National Electric Code and local requirements.

GROUNDING

1. It is necessary for BellSouth to ground our equipment to the building power Grounding Electrode System (see grounding detail).
2. Any deviation from this grounding method must be approved in advance by BellSouth.

FIRE PROTECTION

1. Fire protection must be provided to comply with local codes in the area where the electronic equipment is located. A gaseous extinguishing system is preferred as first choice in all cases. If sprinklers are used, the temperature setting should be the highest allowed by code.
2. The customer should provide and maintain extinguishers to meet OSHA requirements. One gas and one 2-A rated water extinguisher are recommended for equipment rooms. The extinguishers may be located outside the equipment room but should be no more than 75 feet away. Gas extinguishers may be 10-pound dioxide (5-B:C rated) or Halon 1211 (10-B:C rated).

   NOTE: Dry chemical extinguishers must not be used on telephone equipment.

FIRE STOPPING/DROP CEILING

1. BellSouth recommends that conduit be provided for all telephone wiring and the use of the above suspended ceilings be avoided whenever possible. However, when unavoidable, and the space is not used as a return air plenum, the false ceiling area may be used subject to the following consideration.

2. To avoid disruption of other tenants, it is required that the area above the suspended ceiling be used only for telephone service to the same floor/same customer.

3. If the false ceiling space is used for cable distribution, to avoid damage to the ceiling, ceiling tiles should be removed by the building owner or customer. Heavy outside plant type cables should not be placed in suspended ceiling space as exposed cable without supporting conduit and anchor supper structure.

4. Building codes and safety regulations place additional restrictions on the use of the space above suspended ceilings. Therefore, please be advised that we will install our cables in the area above the false ceiling in accordance with the above conditions provided it does not violate the National Electric Code, Southern Standard Building Code, National Safety Code, or the Occupational Safety and Health Act.

5. Building codes and safety regulations also place restrictions on sleeves and/or riser space when penetrating fire-rated walls and floors. It is the responsibility of the building owner, his agents, or assignees to fire-stop and to seal all pathways through floors and walls in compliance with applicable building codes, electrical codes, laws and ordinances, and assume the liability associated with establishing and maintaining all fire-stops and seals.

6. Unique installations may require special consideration and additional assistance. If this is necessary, please call our Building Industry Consulting Service.

GENERAL NOTES:

The Building Owner is responsible to provide the following items (Applicable as Marked) as required by the General Subscriber Tariff.

1. ( ) 48 hours prior to digging, call 1-800-432-4770 to obtain the Underground Utilities Locator.

2. ( ) Entrance conduits should: (A) be rigid metallic, PVC Schedule 40 or equivalent, (B) total bends not to exceed 180 degrees, (C) buried at a minimum depth of 18", (D) separated from power conduits by a minimum of 3" of concrete or 12" of well tamped earth, (E) equipped with pullstrings, (F) be sealed at both ends (BellSouth to replace seal after placing cable).

3. ( ) Stub up conduit at the bottom left corner of the painted telephone plywood backboard.

4. ( ) Station Conduits should: (A) be metallic in plenum space, (B) total bends not to exceed 180 degrees, (C) not exceed 150 feet. If items (B) or (C) above are exceeded, an accessible pullbox with a removable cover is required in line with the conduit run. Minimum size: 12"L x 6"W x 4"D. (D) All conduits to be equipped with pullstring and sized as specified on riser diagram (No "SMURF" conduits allowed).

5. (X) All conduit bends to be long and sweeping with a minimum radius of 6 times the diameter for conduits up to 2 inches or 10 times for larger conduits (No LB connectors permitted).

6. ( ) Riser sleeves are to be treaded, bushed, extended 2" A.F.F. and equipped with metal caps.

7. (X) Maintain the firerating off all wall and floor penetrations through which telephone cables pass.

8. (X) Provide an extension of the Building Grounding Electrode System for telephone equipment. The Grounding Conductor must be an insulated copper (solid or stranded) #6 AWG wire, run to the Power Ground Rod in the most direct possible route to minimize voltage potential differences.

9. ( ) 3/4" thick, painted plywood backboard(s), sized as indicated by telephone riser diagram and detail sheets. Backboard(s) should be painted with fire retardant paint.

10. ( ) Provide a 120 volt duplex receptacle adjacent to telephone backboard.

11. (X) Overhead lighting equivalent to 30 foot candles (as measured at floor level), located a minimum of 8'6" above the finished floor.

12. ( ) If elevators are present, the builder should call the Business Office at 780-2800 to order the elevator emergency telephones a minimum of 1 week in advance of the desired service date to prevent a delay in the issuance of the Certificate of Occupancy.

13. (X) It is the intent of these recommendations that equipment for tenant telecommunication requirements be provided in the tenant space. In the event of a joint use telephone room, a distinct separation of telephone company facilities and customer provided equipment must be maintained.

14. ( ) Outside telephone enclosures must meet NEMA 3R standard, sized as shown, equipped with 3/4 inch plywood backboard, a ground wire (see #8 above) and have a hinged, secured cover.

15. ( ) BST recommends all wiring placed by others to be at least 4 pair, Category 3 or better.

FOR TELCO USE ONLY:

16. ( ) If entrance cable protector is more than 50' from building entrance point, cable sheath must be bonded to an approved ground within 50' of entrance point.

17. (X) No exposed PVC telephone cables will be placed by BellSouth in ducts, plenums or air handling equipment rooms used to transport environmental air.

ESSX VS MULTISERV PLUS

EQUIPMENT DESCRIPTION	NON-RECURRING	QTY	TOTAL	MONTHLY	QTY	TOTAL
DIGITAL ESSX SYSTEM (M)	$1,500.00	1	$1,500.00	NA		
NETWORK ACCESS (NARS)				$ 16.95	20	$ 339.00
HUNTING ON NARS				$ 10.24	20	$ 204.80
NETWORK ACCESS LIMITER			NO CHARGE			
SURCHARGE - SPEECH/HEAR				$ 0.10	20	$ 2.00
FCC ACCESS CHARGE				$ 6.00	20	$ 120.00
DS1-TERMINATION	$ 78.00	1	$78.00	$ 510.00	1	$ 510.00
24 DS0 ACTVATION	$ 36.00	24	$864.00			
201 DIGITAL STATIONS <2.6M				$ 4.90	201	$ 984.90
201 ESSX INTERCOM				$ 10.10	201	$2,030.10
DECAS PER SYSTEM	$ 1,100.00	1	$1,100.00	$ 7.25	1	$ 7.25
DECAS PER STATION				$ 0.20	201	$ 40.20
CFD/BUSY LINE (PER 5 STA.)	$ 3.00	41	$123.00	$ 0.35	41	$ 14.35
CFD NO ANS. (PER 5 STA)	$ 3.00	41	$123.00	$ 0.40	41	$ 16.40
CFD VAR. (PER 5 STA.)	$ 3.00	41	$123.00	$ 0.30	41	$ 12.30
CALL HOLD (PER 5 STA.)	$ 5.10	41	$209.10	$ 0.25	41	$ 10.25
3WAY/CON.HOLD/TRANS/5 ST	$ 3.00	41	$123.00	$ 5.10	41	$ 209.10
SYSTEM ARS - BASIC	$ 216.00	1	$216.00	$ 16.00	1	$ 16.00
ARS PATTERN	$ 88.00	2	$176.00	0.7	2	$ 1.40
TRUNK GROUP TERM IN ARS	$ 26.00	2	$52.00	$ 2.05	2	$ 4.10
6 DIGIT SCREENING PER LIST	$ 120.00	2	$240.00			
SYSTEM ASSUMED DIAL '9'	$ 76.00	1	$76.00			
ASSUMED DIAL '9' PER STA.	$ 12.25	201	$2,462.25	$ 0.50	201	$ 100.50
INSTALL IST LINE	$ 56.00	1	$56.00			
INSTALL EACH ADD/LINE	$ 12.00	200	$2,400.00			
TOTAL			$9,919.35			$4,822.85
				COST PER STATION		$ 23.00
TOTAL LESS DIS.			$8,261.91			$3,845.56
				COST PER STATION		$ 18.13

EQUIPMENT DESCRIPTION	NON-RECU	QTY	TOTAL	MONTHLY	QTY	TOTAL
MULTISERV PLUS SYSTEM	$360.00	1	$360.00	NA		
NETWORK ACCESS (NARS)				$ 16.95	20	$ 339.00
HUNTING ON NARS				$ 10.24	20	$ 204.80
NETWORK ACCESS LIMITER			NO CHARGE			
SURCHARGE - SPEECH/HEAR				$ 0.10	20	$ 2.00
FCC ACCESS CHARGE				$ 6.00	201	$1,206.00
DS1-TERMINATION	$ 90.00	1	$90.00	$ 476.00	1	$ 476.00
24 DS0 ACTVATION	$ 18.50	24	$444.00			
201STATIONS LINKS WCALL ID				$ 15.00	201	$3,015.00
201FEATURE GRP 2	INC. in ECAS			INC	0	
ECAS PER SYSTEM	$ 725.00	1	$725.00	INC		
ECAS PER STATION				$ 7.00	201	$1,407.00
CFD/BUSY LINE (PER 5 STA.)	INC.	0		INC		
CFD NO ANS. (PER 5 STA)	INC	0		INC		
CFD VAR. (PER 5 STA.)	INC	0		INC		
CALL HOLD (PER 5 STA.)	INC	0		INC		
3WAY/CON.HOLD/TRANS/5 ST	INC	0		INC		
SYSTEM ARS - BASIC	$ 630.00	1	$630.00	$ 1.40	1	$ 1.40
ARS PATTERN	INC	0		INC		
TRUNK GROUP TERM IN ARS	INC	0		INC		
6 DIGIT SCREENING PER LIST	INC	0				
SYSTEM ASSUMED DIAL '9'	$ 40.00	1	$40.00	$ 1.00	1	$ 1.00
ASSUMED DIAL '9' PER STA.	INC	0		INC		
INSTALL IST LINE	$ 56.00	1	$56.00			
INSTALL EACH ADD/LINE	$ 12.00	200	$2,400.00			
TOTAL			$4,735.00			$6,651.20
				COST PER STATION		$ 33.09
TOTAL LESS DIS.			$3,939.05			$5,533.13
				COST PER STATION		$ 27.53

ESSX
VS
MULTISERV PLUS

EQUIPMENT DESCRIPTION	NON-RECURRING	QTY	TOTAL	MONTHLY	QTY	TOTAL
DIGITAL ESSX SYSTEM (M)	$1,500.00	1	$1,500.00	NA		
NETWORK ACCESS (NARS)				$ 16.95	40	$ 678.00
HUNTING ON NARS				$ 10.24	40	$ 409.60
NETWORK ACCESS LIMITER			NO CHARGE			
SURCHARGE - SPEECH/HEAR				$ 0.10	40	$ 4.00
FCC ACCESS CHARGE				$ 6.00	40	$ 240.00
DS1-TERMINATION	$ 76.00	2	$ 156.00	$ 510.00	2	$1,020.00
24 DS0 ACTVATION	$ 36.00	48	$ 1,728.00			
201 DIGITAL STATIONS <2.6M				$ 4.90	400	$1,960.00
201 ESSX INTERCOM				$ 10.10	400	$4,040.00
DECAS PER SYSTEM	$ 1,100.00	1	$ 1,100.00	$ 7.25	1	$ 7.25
DECAS PER STATION				$ 0.20	400	$ 80.00
CFD/BUSY LINE (PER 6 STA.)	$ 3.00	80	$ 240.00	$ 0.35	80	$ 28.00
CFD NO ANS. (PER 6 STA)	$ 3.00	80	$ 240.00	$ 0.40	80	$ 32.00
CFD VAR. (PER 5 STA.)	$ 3.00	80	$ 240.00	$ 0.30	80	$ 24.00
CALL HOLD (PER 6 STA.)	$ 5.10	80	$ 408.00	$ 0.25	80	$ 20.00
3WAY/CON.HOLD/TRANS/5 ST	$ 3.00	80	$ 240.00	$ 5.10	80	$ 408.00
SYSTEM ARS - BASIC	$ 215.00	1	$ 215.00	$ 16.00	1	$ 16.00
ARS PATTERN	$ 88.00	2	$ 176.00	$ 0.70	2	$ 1.40
TRUNK GROUP TERM IN ARS	$ 26.00	2	$ 52.00	$ 2.05	2	$ 4.10
6 DIGIT SCREENING PER LIST	$ 120.00	2	$ 240.00			
SYSTEM ASSUMED DIAL '9'	$ 75.00	1	$ 75.00			
ASSUMED DIAL '9' PER STA.	$ 12.25	400	$ 4,900.00	$ 0.50	400	$ 200.00
INSTALL IST LINE	$ 56.00	1	$ 56.00			
INSTALL EACH ADD/LINE	$ 12.00	399	$ 4,788.00			
TOTAL			$18,364.00			$9,172.35
TOTAL LESS DIS.			$13,604.89	COST PER STATION		$ 22.93
						$7,630.48
				COST PER STATION		$ 19.08

EQUIPMENT DESCRIPTION	NON-RECU	QTY	TOTAL	MONTHLY	QTY	TOTAL
MULTISERV PLUS SYSTEM	$ 360.00	1	$ 360.00	NA		
NETWORK ACCESS (NARS)				$ 16.95	40	$ 678.00
HUNTING ON NARS				$ 10.24	40	$ 409.60
NETWORK ACCESS LIMITER			NO CHARGE			
SURCHARGE - SPEECH/HEAR				$ 0.10	40	$ 4.00
FCC ACCESS CHARGE				$ 6.00	400	$ 2,400.00
DS1-TERMINATION	$ 90.00	2	$ 180.00	$ 475.00	2	$ 950.00
24 DS0 ACTVATION	$ 16.50	48	$ 888.00			
201STATIONS LINKS WCALL ID				$ 15.00	400	$ 6,000.00
201FEATURE GRP 2	INC. in ECAS			INC	0	
ECAS PER SYSTEM	$ 725.00	1	$ 725.00	INC		
ECAS PER STATION				$ 7.00	400	$ 2,800.00
CFD/BUSY LINE (PER 5 STA.)	INC.	0		INC		
CFD NO ANS. (PER 5 STA)	INC	0		INC		
CFD VAR. (PER 5 STA.)	INC	0		INC		
CALL HOLD (PER 5 STA.)	INC	0		INC		
3WAY/CON.HOLD/TRANS/5 ST	INC	0		INC		
SYSTEM ARS - BASIC	$ 630.00	1	$ 630.00	$ 1.40	1	$ 1.40
ARS PATTERN	INC	0		INC		
TRUNK GROUP TERM IN ARS	INC	0		INC		
6 DIGIT SCREENING PER LIST	INC	0				
SYSTEM ASSUMED DIAL '9'	$ 40.00	1	$ 40.00	$ 1.00	1	$ 1.00
ASSUMED DIAL '9' PER STA.	INC	0		INC		
INSTALL IST LINE	$ 56.00	1	$ 56.00			
INSTALL EACH ADD/LINE	$ 12.00	399	$4,788.00			
TOTAL			$7,657.00			$13,244.00
TOTAL LESS DIS.			$6,389.88	COST PER STATION		$ 33.11
						$11,017.66
				COST PER STATION		$ 27.54

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **Direct Testimony and Exhibits of Elder N. Ripper, III,** has been furnished by Unites States Mail, Hand Delivery (*) or Federal Express (**) this **3rd** day of **December, 1998**:

June McKinney*
Florida Public Service Commission
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Attorneys for the Telephone Company
of Central Florida

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 981052-TP
Filed: January 5, 1999

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

DEPOSITION OF:

ELDER NORMAN RIPPER, III

DATE: January 14, 1999

TIME: 4:31 p.m.

LOCATION: 3599 West Lake Mary Boulevard
Lake Mary, Florida 32745

REPORTER: SUSAN GALE SALENGER, RPR
Stenographic Court Reporter
and Notary Public, in and for the
State of Florida at Large

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 4
COMPANY/ WITNESS: Ripper
DATE: 1-32-99

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ALSO PRESENT:

Jonathan Audu
Kenneth E. Koller
Andrea Welch

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Thereupon,

ELDER NORMAN RIPPER, III,

being by the undersigned Notary Public first duly sworn, was examined and testified as follows:

MS. KEYER: Okay. For the record, there's no one in the room with me.

MS. KAUFMAN: You're on your own, huh?

MS. KEYER: I'm on my own.

And how about with you, Vicki?

MS. KAUFMAN: Same people. Obviously, Mr. Ripper. Mr. Koller and Ms. Welch are here, also.

MS. KEYER: Okay. I guess one other thing I wanted to do. Usual stipulations?

MS. KAUFMAN: Yes, ma'am.

MS. KEYER: Is that yes?

MS. KAUFMAN: Yes.

MS. KEYER: Okay. And then in Mr. Koller's deposition, I'm not sure we finished up on the late filed exhibits. I didn't know if you were gonna get back with me on that.

MS. KAUFMAN: Yeah. We talked about it during the break and they're telling me that they don't keep their ESSX customer accounts in the categorization that you asked for, so they

couldn't provide what you requested.

Is that right?

MR. KOLLER: (Nodding head in the affirmative.)

MS. KAUFMAN: Mr. Koller is shaking his head in the affirmative.

MS. KEYER: Okay.

MS. KAUFMAN: You want -- I was going to say, we can go off the record for a second and talk about it.

MS. KEYER: Well, I'll ask Kip some questions and then --

MS. KAUFMAN: Okay. That'll work.

DIRECT EXAMINATION

BY MS. KEYER:

Q. Just state your name and your job or position and your address.

A. Yes. Elder Norman Ripper, III. I go by Kip. I'm the president and CEO of The Telephone Company of Central Florida. My address is 393 Gilson Court, Heathrow, Florida, 32746.

Q. And your company is commonly referred to as TCCF; correct?

A. Yes, TCCF, yes.

Q. How long has TCCF been in existence?

A. We started operations in December of 1995.

Q. And how long has TCCF actually had customers?

A. I believe our first customers were acquired in June of 1996.

Q. What state does TCCF offer service in?

(Discussion held off the record.)

THE WITNESS: I'm sorry. I believe you asked me where we do business.

BY MS. KEYER:

Q. Yes. Where are you actually offering services -- stores?

A. I believe we offer long distance services in virtually all of the continental United States. The last I knew, the state of Minnesota was still pending approval for the resale of long distance services. On the local side, I believe we're selling services in the Carolinas, Georgia, and Florida, and we provide local services through a Com LECs like yourself, Sprint, United, and GTE.

Q. All right. How many customers do you have in Florida?

A. Currently, I believe we've got about -- I want to say 6,000 ANIs total, but I can't give you an accurate customer count. Several thousand, but I

don't know for sure how many exactly.

Q. Okay. And when you say ANIs, several customers can be to one ANI?

A. Well, no, no, no. An ANI is a telephone number, a line, so we could have -- a customer could have several ANIs, but an ANI can only have one customer.

Q. So when you said several thousand, your estimate was 6,000?

A. Telephone numbers, yes, that we provide services for.

Q. And you think your customers may be less than that, your numbers of customers?

A. Yes, that's true.

Q. Okay. Do you know what the breakdown would be between residential and business service?

A. Revenue, it's probably 80 -- business -- 20, residential lines would probably be 60/40. Obviously, residential lines generate less revenue.

Q. Right.

So your 60/40 business --

A. Yes.

Q. -- is that residence?

A. Yes.

(Discussion held off the record.)

BY MS. KEYER:

Q. The 60/40 split, is that 60 percent business?

A. Yes.

Q. And 40 percent residence?

A. Yes.

Q. You indicated that TCCF also resells services of Sprint and GTE?

A. Yes.

Q. Does TCCF have any -- does it have the same type of -- what I'll call a non-standard ESSX arrangement with those companies as it does with BellSouth?

A. We currently are not selling Centrex-like services with other ILECs.

Q. Okay. You indicated that TCCF resells long distance and billable calling card services?

A. That's true.

Q. How does TCCF do that?

A. Through long distance carriers like Frontier or IDS. In the past, it's been Star Communications, WorldCom, WilTel, RSL Com. I mean, we've had a multitude of long distance carriers over the course of our existence.

Q. Okay. You were present during Mr. Koller's

deposition?

A. Most of it, not all of it.

Q. Were you present for the discussion about the long distance carriers used by TCCF?

A. Probably some of it, but I can't, you know, testify for sure. If you have specific questions you want to ask, I'll be glad to answer them.

Q. Can you tell me what long distance carrier TCCF was using when you began offering service to customers in, I think you said, June of '96?

A. Yeah. Initially, WilTel, which was a corporation that was eventually acquired by WorldCom.

Q. And how long did WilTel and WorldCom provide long distance service?

A. About two years.

Q. So would that have been in the -- I think Mr. Koller said May '98 time frame or would it have been earlier than that?

A. No, no. They provided services to us from May or June of '96 till May or June of '98, so for a two-year period.

Q. And why is WilTel no longer your long distance carrier?

A. We had a dispute that's been settled.

Q. And who was your long distance carrier

following WilTel?

A. We've used several carriers since that point in time. We've had a relationship with Sprint, IDS, Frontier, Star. We've had services provided by different and sundry carriers and we're currently working on some contracts with some other carriers.

Q. Did this changing from one carrier to another and having sundry carriers cause different long distance carriers to impact on your implementation of ESSX?

A. I don't believe it -- I don't think it had any effect on it at all.

Q. Okay. How long was Sprint your long distance carrier?

A. For about five months.

Q. And was Sprint immediately following WilTel?

A. Yeah.

You have to understand that at the time that we had our dispute with WilTel, WorldCom that we were using approximately ten other carriers, so we have been using different carriers over the course of the last year. One of the issues that came up with the WorldCom situation was that we found ourselves too dependent on a single carrier for services, so we have tried to do everything we can to utilize more than one

carrier at a time, if it's at all possible.

Q. And would you use all different carriers for the implementation of ESSX?

A. Well, since we haven't been able to get our ESSX services implemented, that issue hasn't come up, but it's probably a good idea to do that, to distribute the access to different carriers.

Q. And your current long distance carriers, are they the ones you've listed, Sprint, IDS, Frontier, and Star, or who do you currently have?

A. Currently, we're on IDS's and Frontier's networks.

Q. You listed the training that you have had in your direct testimony. I notice that there was no training -- in your direct testimony, you indicated that you had quite a few training classes. None of that training, it appeared, included ESSX or Centrex type services; is that correct?

A. I have been trained very specifically on ESSX-like services, specifically Centrex-type services. If I put all of the training sessions that I've been to on a piece of paper, it would probably take about 15 pages.

I've been in the telephone business for 30 years, and over the course of that time, I've been in

virtually every type of marketing, sales, engineering, traffic engineering, and management class probably given in the industry. So I put down some information, but it's certainly not as extensive as my background.

Q. Would you classify your TCCF relationship with BellSouth as being overall a good working relationship?

A. I believe for the most part most of the people at BellSouth have done the best job they've been allowed to do.

Q. Can you tell me what you mean by that?

A. I do believe that we're in a very competitive environment right now and that for all intents and purposes, we are competitors. I do believe that the ILECs, including BellSouth, have been forced to provide resale services to companies like our own and are really doing everything they can to keep people like us from being successful.

Are you doing overt things? No. Are you doing whatever it takes, you know, past that point to interfere with our business? I believe you are.

Q. Is that based on your experience with provisioning of a non-standard ESSX arrangement?

A. I think it is based on our problems with

getting any service provisioned, whether it was ESSX services or whether it was non-ESSX services. And, again, to state a comment that was made by Ken Koller, we've never asked for nor requested anything that wasn't in the ESSX tariff.

If you go back to one of the attachments to my testimony, you will find a letter that I received from Charlotte Webb dated May the 31st of 1996. In that letter, Ms. Webb delineated the exact type of service that we've been selling to our clients from the first day. That service basically is a subset of standard operating options that are in your Centrex tariff, in the ESSX tariff, and if you would just provide those services to our customers, we would never have had the problems that we've had.

Q. Well, Mr. Ripper, you're aware that that's the first time that anyone has -- or that BellSouth has ever worked on an implementation of ESSX for that purpose, aren't you?

A. I'm a little bit confused. We ordered standard ESSX features and services, as was confirmed by Charlotte Webb's letter of May the 31st of 1996, and I don't see anything non-standard about it at all. You implement these services for your customers. That would include commercial customers,

hospitals, and it would include shared tenant customers that work just like this, so I don't see what the problem is.

Q. Well, would it include doing a dedicated line for long distance and --

A. Well, ma'am, of course it does. You have literally hundreds, if not thousands, of customers that use T1 access. The reason there's a T1 access port behind ESSX Centrex service is because in 1983, when you had divestiture of the Bell system, PBX companies were taking advantage of the fact that you did not have a direct access to a dedicated service with a long distance company.

You folks --

Q. Just tell me about the --

MS. KAUFMAN: Excuse me. If you could let him complete his answer, Mary.

MS. KEYER: I thought he was through.

THE WITNESS: Okay. You folks asked for and received a tariff for digital terminating units behind the ESSX services. That's a standard component of ESSX. It's a standard component of MultiServ. It was the standard component of what was the pre-runner of ESSX services. So you folks asked the Commission to tariff it and you

do sell it to your commercial customers so that they can get dedicated long distance services from their appropriate carrier.

I'm only using that service to provide my customers with dedicated access to long distance, just like you do for your customers, so I do not see any error in this. As a matter of fact, if you look at the Ameritech region, the Ninex region, the Bell Atlantic region, those companies all support hundreds of thousands of customers for resellers just like this, and I have owned and operated a business in Cleveland, Ohio, that they support these types of services on an every day basis. So I'm absolutely befuddled and beside myself that BellSouth will not provide services like three other major ILECs in the country.

BY MS. KEYER:

Q. Is it your testimony then and what you're saying is that the ESSX service that BellSouth sells to its retail customers out of the tariff is the same provisioning, if you will, or the same arrangement that you've requested to use ESSX service?

A. Absolutely.

Q. Okay. Now, Mr. Ripper, you're aware of the

confidential full release and settlement agreement that BellSouth and TCCF entered into in April of 1997; right?

A. Yes, ma'am. I negotiated and signed the agreements.

Q. And, in fact, that agreement released BellSouth from any and all claims that TCCF may have against BellSouth prior or on or before March 14th of '97; isn't that true?

A. Yes, ma'am. I think that I had legal counsel at the time and I do specifically understand that.

Q. Now, Ms. Kaufman, at the beginning of this call, indicated -- based on my request for a late filed exhibit in Mr. Koller's deposition, Ms. Kaufman indicated that TCCF does not keep their records in the way in which I requested the breakdowns. Do you know how many ESSX customers TCCF has?

A. We sell business services to our business customers by selling ESSX lines to those customers and have since the inception of our business. That business plan has been provided to a multitude of your executives, including Jerry Hendrix, Joe Baker, Mark Feidler, Marc Cathey, and all of them understood that we were selling ESSX services to business customers

and most of our business lines were sold that way, basically taking the information that was provided to us by Ms. Webb and going out in the field and selling those services.

So 80 percent of the business lines that we have today were sold to have access to those Centrex ESSX services, which, by the way, you never converted 90 percent of them.

Q. Okay. My question, Mr. Ripper, was: Do you know how many customers you have today that are ESSX customers?

A. We probably have approximately 3,000 lines, which probably would account for several hundred customers.

Q. And can you tell me, of that number, how many are ESSX lines that are standard ESSX service versus the business lines through ESSX?

MS. KAUFMAN: I'm gonna object to the form of the question.

You can answer if you want to.

BY MS. KEYER:

Q. Okay.

A. Ma'am, when we go to our customer premise, we tell the customer the type of service that we're selling. For some reason, you believe or have some

belief that we're trying to hoodwink somebody, I think, and that's not the case. We sell a business service that's based on ESSX.

Q. I don't infer that at all.

A. Well, that's what you keep saying.

You know, what's happened here is that I have for two-and-a-half years, almost three years, sold ESSX to people and have only very sadly been able to get several hundred lines ever provisioned when I've sold, at one time, as many as 10,000 lines of this service. I have lost since last May or June nearly 5,000 lines of service because you could not provision it and I could not provide those offices to my customers.

They expect lines with call pickup, call forward, call hold. They didn't get any of that and you folks won't take responsibility or provision it.

Q. Can you answer my question as to the several hundred lines you have?

A. I just told you that we had nearly 3,000 lines that should be in the ESSX provisioning and it's not.

Q. Okay. I asked you how many ESSX customers you have and I believe you said several hundred of those 3,000 lines were ESSX customers?

A. Yes, ma'am, so I answered your question.

Q. And when you say that those are ESSX customers, are those customers who are being provided ESSX service under BellSouth's tariff or are those the customers that you refer to that you are selling ESSX service to as business lines?

MS. KAUFMAN: Object to the form of the question.

THE WITNESS: Mary, you're not -- we -- let me stop myself.

BY MS. KEYER:

Q. Let me ask it this way: How many of those customers are being provided a business line? How many have you sold ESSX service to as a business line?

A. Mary, most of those people were sold ESSX. You couldn't convert them. So all we've been able to do is to convert their accounts into our name while we waited for you to put them in the ESSX services. So what's happened here is that we've had to provide them with standard BellSouth business services because you could not convert them to ESSX.

Now, does that answer your question?

Q. No, it doesn't, and I guess you can't answer my question, so I think I'm going to move on.

A. Well, I mean --

Q. We're somehow not communicating, I think.

Now, in October of '97, BellSouth provided further adjustments for TCCF and, I guess, settlement of all operational problems up to that point, did they not?

A. No, that's not true. We did agree on a small settlement as it related to carrying charges or fees that were pre-settlement fees that had been added to our billing for late charges. And I believe that my attorney, Richard Heinle, BellSouth's attorney, Steve Vensovich, and myself resolved that matter where we did receive an additional, I guess, reduction of the billing based on the fact that we shouldn't have been billed certain late charges and we all agreed to that. But there weren't any settlements past just resolving the fact we had had too many carrying charges on our billing up to the point of that settlement you talked about that Mr. Baker and I made.

Q. Did BellSouth not, if you will, forgive or not charge charges for upgrading its offices?

A. I'm sorry, ma'am. I don't know what you're talking about.

Q. Do you have a copy of the October 7th, 1997 letter? I think it was attached to Ken Koller's deposition.

MS. KAUFMAN: You mean to his testimony?

THE WITNESS: Which attachment would that be?

MS. KAUFMAN: Mr. Ripper is gonna step out and get his glasses, Mary.

MS. KEYER: Oh, 23. Exhibit 23 to Ken Koller's testimony.

MR. KOLLER: Here it is (indicating).

(Thereupon, a recess was taken.)

THE WITNESS: This is Kip Ripper. I've returned.

Now, this would have been a letter to my son, Norman Ripper, from Marc Cathey.

BY MS. KEYER:

Q. Do you have a copy of that?

A. Yes, I do.

Q. And you say that's to your son. Was the agreement made with your son or with you?

MS. KAUFMAN: What agreement are you talking about, Mary?

MS. KEYER: The agreement that he just referred to where he said they agreed on a small settlement as it related to carrying charges and fees, et cetera.

MS. KAUFMAN: Okay.

THE WITNESS: Mary?

BY MS. KEYER:

Q. Yes.

A. This October the 7th letter doesn't have anything to agree with what I just discussed with you.

Q. I understand.

I want to know, first, are you saying the other was with -- was that with you or with your son?

A. With me.

Q. Okay. Now, this October 7th letter, 1997, from Marc Cathey, you are saying it's to your son?

A. Well, it was written -- my son goes by Norman, I go by Kip or Elder more formally, but my son has always gone by Norman, so I assume that Mr. Cathey wrote this letter to my son.

Q. Okay. Are you familiar with the agreement that was reached between your son and Mr. Cathey?

MS. KAUFMAN: Object to the form. I don't know that any agreement was reached.

THE WITNESS: This was an offer from Mr. Cathey to us. I'm aware of the offer. And there was a formal document that was attached to be signed. It was never signed. I sent a letter back to Mr. Cathey a few days later responding to that, I believe, like on the 11th of October.

And, you know, I don't know that I have that letter here, but in that letter, if I can remember correctly, I told them that we had never requested any type of special assembly, that we, in effect, asked them to provide us with standard tariff services, and that we didn't understand why BellSouth was going through this whole process of making these, you know, offerings and spending all this engineering time when all we wanted was the configuration proposed by Ms. Webb in May of 1996.

BY MS. KEYER:

Q. Did you provide us with late filed exhibits of the October 11th, 1997 letter you said you wrote in response to this?

A. Yeah. I'm gonna guess it was the 10th or the 11th, but we will find the letter and we will provide it to you, yes, ma'am.

Q. Late Filed Exhibit 1 to your deposition?

A. Right.

And, again, I want to be clear. I do not remember nor am I aware of any agreement that we signed that you're talking about as it relates to these interfaces.

Q. Are you aware of any agreement that your son

agreed to to resolve the outstanding operational issues --

A. Actually --

Q. -- in relation to the service?

A. -- this letter came addressed to my son. It was given to me. I do remember that. He was not working for The Telephone Company of Central Florida at this time. He was working for a sister company called America Digital Networks. So, you know, I don't know what the confusion was, but he would not have agreed to anything. He wasn't involved at the time.

MS. KAUFMAN: Mary, can we just stop and go back to Late Filed Exhibit No. 1 and let's just give it a title so we can keep it straight?

MS. KEYER: It was --

MS. KAUFMAN: Response to the October 7, 1997 letter?

MS. KEYER: Yes.

MS. KAUFMAN: Okay. Thank you.

(The document was marked Late Filed Deposition Exhibit No. 1 for identification.)

BY MS. KEYER:

Q. Did you have a conversation with Marc Cathey on October 7th, 1997?

A. I believe -- and I don't remember the date -- that I flew to Atlanta and sat down with Marc and we discussed this whole topic.

Q. And do you think that was on October 6th or -- I said October 6th, but this letter indicates --

A. I do not remember what day he and I met, but we did meet in Atlanta to talk about this topic and I told him I didn't care how BellSouth structured, how they resolved the issues internally, I just wanted to provision my services.

Q. Did you discuss what was -- what is included in this October 7th, 1997 letter? Did you have discussions about this with Marc Cathey on October 6th or thereabouts?

A. Let me -- if you don't mind, let me read the letter again very quickly.

I think you'll find, as I've already testified, that my written response of a few days later will answer the question that you just asked me.

Q. And what was --

A. If you want to take a recess, I'll find the letter and I'll read it to you.

Q. No. I don't want to know the contents of the response.

What I asked you was: Did you discuss these

topics with Mr. Cathey?

A. Yes, we talked about them.

Q. Would your son have discussed these topics with Mr. Cathey?

A. I don't believe so.

Q. So although this letter says, Dear Norman, that could have been an administrative -- Dear Norman, it could have been Mr. Cathey's secretary who addressed it as Norman?

MS. KAUFMAN: I'm gonna object to the form of the question. Mr. Ripper wouldn't have any way to know what someone's secretary did.

MS. KEYER: He can tell me that.

THE WITNESS: I have no idea why Norman's on this letter.

BY MS. KEYER:

Q. But, in fact, did you receive this letter?

A. At some point, yes.

Q. And did you expect that this letter was addressed to you or meant to be addressed to you?

A. It didn't matter to me one way or the other.

Q. Well, there would be no reason for Mr. Cathey to send this letter to your son, would there?

MS. KAUFMAN: Objection to the form.

Go ahead and answer it.

THE WITNESS: At one time, my son had been involved in this project but several months before.

BY MS. KEYER:

Q. Right.

I think you testified before that your son would not have been addressing these issues or wasn't working for TCCF at the time.

A. Exactly.

Q. Now, when you met with Mr. Cathey, did you not agree to resolve outstanding operational issues regarding the implementation of service by BellSouth as requested by TCCF?

MS. KAUFMAN: Are you still talking about this October meeting, Mary?

MS. KEYER: Yes.

MS. KAUFMAN: Okay.

THE WITNESS: My recollection of the meeting, we sat down and talked about all of the problems we were having getting ESSX services provisioned. It had been six months since my agreement with Joe Baker. And the one time we had tried to provision customers again, September, the month before, they had all ended

up out of service again.

So for the second time, you know, one year later, we had a multitude of customers out of service. I was very upset. I went to Atlanta to be reassured again that those services would be -- would get phone calls, would get taken care of, and these problems wouldn't happen again. That was the discussion.

BY MS. KEYER:

Q. You agreed to resolve outstanding operational issues at that time?

A. That's true.

Q. Now, I think you referred to having talked with Joe Baker six months prior to that. Is that your last conversation with Joe Baker?

A. I don't believe so.

Q. Okay. Tell me about your contacts with Joe Baker and your conversations or any interactions you had with him.

A. I've known Mr. Baker for probably 14 or 15 years. We both worked together at Northern Telecom at one time. The relationship up to the point of me doing business with BellSouth was casual at best, just having met him a few times.

When he became involved in the account, he

helped us get this first settlement put in place. And I would suggest that I talked to Mr. Baker dozens of times from September of '96 until -- I don't know -- maybe six or eight months ago. I honestly haven't seen or spoken to him probably since sometime last spring.

Q. So would that be the March, April time frame?

A. Probably.

Q. And was that regarding any specific problems or issues that TCCF had with BellSouth or was that --

A. I think the last discussion we had last spring was related to the fact that it was one year later and we still didn't have our T1 services in place and we still weren't converting customers, as he had promised.

The size of the organization he managed had gotten much larger, and he and I, you know, direct contact had been limited for quite sometime. And I finally ran him down and talked to him and said, hey, why can't we get this stuff done? 'Cause we had like 80 or 90 pending orders that BellSouth just couldn't process. His answer was, I'll see what I can do. That's the last time I talked to him.

Q. After the settlement negotiations

regarding -- that resulted in the confidential full release that was entered into in April of '97 --

A. Yes, ma'am.

Q. -- that was signed in March or April of '98, did you have any conversations with Mr. Baker -- I'm gonna call it a substantive conversation -- regarding issues between TCCF and BellSouth other than the one you just spoke about a moment ago?

A. Oh, we did.

Q. And can you tell me what the contents of those conversations were, what you discussed, if Mr. Baker made any commitments or any --

A. I think we talked about two topics in particular in the following few months. First of all --

Q. Do you know how many times -- excuse me. I didn't mean to interrupt.

A. Several. Ma'am, I can't remember exactly how many times.

Q. I mean, two or three or ten or 12 or --

A. Maybe ten or 12. Some in person, at TRA shows, some on the phone.

One of the issues that we were working with, Mr. Baker had agreed to participate in the Telephone Resellers Association and I was a forum for him to

communicate with the people at TRA and try to get someone from BellSouth to participate in that forum, and he and I had several telephone calls about that.

And I think, most recently, after that, he participated in a TRA show, and then three months later, another one. And in those situations, we sat and talked and had some discussions with TRA executives about problems BellSouth was having, you know, OSS issues, provisioning issues, the whole litany of problems and issues we were having in the industry.

And then I participated actually in some conference calls between some TRA people, BellSouth people, and I think Mr. Baker was in one of those conference calls. So, you know, most of our discussions related to how we could fix some of these problems.

Q. It sounds like those discussions that you just described were more related to the Telephone Resellers Association topics versus the TCCF/BellSouth resale agreement issues there?

A. Well, I guess that -- first of all, I think both are pertinent. If we're all having problems provisioning whatever types of services, then I think it's pertinent. But, specifically, I think we had

conversations about both.

If you want me to say 50/50, I'll say 50/50. I mean, I'm not being sarcastic, but I would say half our time was related to specific problems, the other half was more in general what we could do to help everybody fix their industry problems.

Q. Okay. And did Mr. Baker make any statements that you believe were relevant to the issues in this case?

A. In our particular situation?

Q. Right.

A. Yes. As a matter of fact, if there was one person in BellSouth who I could call and get return calls and immediate support, it was Mr. Baker. If I needed him to prompt a Bill French or a Bob McCray or any number of other people, a Marc Cathey, I made one phone call and I got a return phone call within an hour, guaranteed. So there were lots of times when I didn't even talk to Joe, but talked to him or his secretary and I got a call back.

Q. Okay. But were there any specific statements that he made that are relevant to the issues in this case?

A. Yeah. I think it was totally confounded by the fact that I had to call him, that his people,

especially the operational organization, couldn't get it done.

Q. Did he tell you that?

A. Absolutely.

Q. What did he say?

A. He told me that Bill -- and I can't remember Bill's last name -- the operational counterpart that he had, was not doing his job, the account team was totally frustrated with him, and that he needed to be replaced. I believe his name was Bill Bolt. And he told me to call Mark Feidler and complain about it, which I did several times.

Q. And was Bill replaced?

A. Yes, he was. I think he's got a new boss. Let me say this: He's still in the organization, but I do not think he has the responsibility he had at one time.

I met with Mr. Bolt two or three times and had him call me at home at 10:00 o'clock at night several times. It still didn't fix my problems.

Q. Okay. Are you -- I think you said earlier you didn't know what I was talking about when I was talking about upgrading central offices. Do you recall BellSouth ever having waived nonrecurring charges for TCCF to upgrade their five ESS offices?

A. Ma'am, I believe that the issue here is that we ordered ISDN services from several central offices that you folks did not have ISDN capable. We were given time frames when that would occur, but I do not think anywhere in the tariffs it says that I have to pay a half a million or, you know, a hundred thousand dollars for you to upgrade your COs. If you operate a service and you gave a service date in your tariff, then you have to provide the service date. I'm sorry, but a consumer or a reseller doesn't have the obligation to pay for your upgrades. And that's what he was proposing.

Q. I just spoke with some BellSouth folks and BellSouth did waive nonrecurring charges.

A. Ma'am, they weren't in the tariffs. They were in this proposal that I got.

Q. And you were not charged the nonrecurring charges to set those upgrades; is that true?

A. It's not true. I never asked for these services. I never asked for the proposal.

Q. My question was: You were not charged upgrading charges for upgrading those central offices?

MS. KAUFMAN: Object to the form of the question.

THE WITNESS: We were never charged for

BellSouth to upgrade its COs, that's true.

MS. KEYER: That's what I was asking. Thanks.

Give me a second.

I don't have any other questions at this time.

MS. KAUFMAN: Okay. June, are you still there?

MS. McKINNEY: Yes, I am.

MS. KAUFMAN: Okay. I thought you said you had some questions.

MS. McKINNEY: I do.

MS. KAUFMAN: Go for it.

CROSS-EXAMINATION

BY MS. McKINNEY:

Q. How are you doing, Mr. Ripper?

A. I'm doing fine.

Q. You have your direct testimony there?

A. I do.

Q. Could you turn to page 10, please?

A. I will.

Q. And refer to lines 18 to 20 where you testified that BellSouth never provisioned ESSX as required, and to remedy this, TCCF should be allowed to resell ESSX in a new agreement.

Is that what you put in that testimony, sir?

A. I sure did.

Q. Besides remedy, are there other grounds by which TCCF believes ESSX should be included in a new agreement?

A. I believe that BellSouth continues to provide ESSX services to customers that are grandfathered that are either under contract or month to month and they do that based on their own volition. I don't know why they can't support us when they support thousands and thousands of ESSX lines all over their region.

In addition to that, I understand most recently, you know, something in their favor, they asked to extend that grandfathering for month-to-month customers because it's in their best interests because they don't have another service at the price points available to replace the service they have with all these month-to-month customers and they don't want to lose them. Yet, in this case, they want me not to be able to provide the service because it's grandfathered, yet they've just asked you to do, you know, an extension for them while keeping me from providing the services.

Q. On page 10, line 22 and page 11, line 2,

isn't it correct that you also testified that ESSX should be available for new customers for at least 18 months to compensate for the time BellSouth denied TCCF access to ESSX via delays and failures?

A. Yes, ma'am.

Q. On your estimates, by how many months was TCCF denied service by BellSouth?

A. From the beginning of the agreement, but I believe since we've already agreed to a settlement at the ten-month point, that you would have to deduct ten months from the beginning of time. So I would say 18 months is a reasonable period.

Q. Is it your testimony that TCCF should be allowed to resell ESSX in the new agreement for a period of 18 months?

A. Yes, ma'am.

Q. On page 11, lines 6 through 8, you testified that TCCF should be allowed to resell ESSX to new customers for 18 months so that TCCF can carry out its business plan; isn't that correct?

A. Yes, we did.

Q. Mr. Ripper, could you please explain how the ESSX service ties into your business plan?

A. Yes, ma'am, I think I can do that.

Q. Thank you.

A. It's been my plan from the very beginning to sell ESSX services to business customers, giving them a better product and service at a better price point, allowing the business customer to take advantage of the services provided by ESSX. I believe that BellSouth, as previously stated, could have sold these services to small business customers for the last 20 years. It's just that they didn't put together a good marketing program to do so.

It seems to me that me, as an entrepreneur, has the ability to put people out on the street and sell the advantages of ESSX to my customers, those being a good long distance rate, more features and services available in the standard program, and I think we've been very successful doing that. My problem is getting them turned on into ESSX.

Q. Could you refer to lines 14 through 19 on that same page?

Given that, you state that besides the reduced USOC codes, the administrative advantage of MultiServ does not offset the cost differential; is that correct?

A. Yes, because when you order the ESSX services in a specific bundling, as I've done, which was confirmed in this letter by Charlotte Webb, we're

not trying to order all 1800 features and services. We picked a good level of service to provide our customers and we're keeping the amount of flexibility under control so that we do not have to take each customer and build a very dynamic system for them.

Q. Mr. Ripper, is this your opinion that ESSX and MultiServ are perfect substitutes for one another?

A. For our purposes in this situation, I believe that we could live with an accommodation of MultiServ for ESSX, if it works better for everybody, yes.

Q. Are there any factors that you know that differentiate ESSX from MultiServ?

A. MultiServ, again, is a bundled product that comes, you know, kind of, you know, freeze wrapped, ready to go. ESSX requires the provider to bundle it and take it to market. So all I'm doing is trading, you know, something in a little bit different package from what I've ordered in the past.

So from my perspective, I believe that I can sell my customers or provide to my customers the right types of services through MultiServ if I can get to the correct price points.

Q. On page 11, line 21 and page 12, line 1, you state that MultiServ could replace the current ESSX

arrangement; isn't that correct?

A. Yes, ma'am.

Q. Is it your testimony that TCCF is amicable to substituting MultiServ for ESSX?

A. Yes, ma'am.

Q. And in using the word "could," are you inferring that TCCF will be disadvantaged by using MultiServ to replace in place of ESSX?

A. We'll only be disadvantaged if we can't get the same price point for our customer because we've already been in the market selling a product at a certain price point.

I would suggest that BellSouth, under their individual case basis pricing in the commercial world, give their customers as much as a 35-percent discount when they price their complex services in a competitive environment. If we were able to have that same 35-percent discount in a contract with them, then we could live with this product.

Q. You mentioned that 35 percent. And I'm not familiar with this area. Could you tell me how you came up with that amount?

A. It's my understanding that given levels of management within BellSouth Commercial are allowed to give discounts to customers in competitive situations

when it's the sale of a complex service. I think that's an individual ICB-type scenario or CSA-type scenario. What occurs is that BellSouth puts together a competitive case, documents it, and then gets internal approvals and agrees to discounts up to that level.

I think you could find that from just industry information. I compete on the street and I see discounts up to 35 percent on BellSouth proposals to customers. That's where I've gotten the knowledge, seeing it in writing.

Q. Mr. Ripper, on page 12, line 5, you state that the cost is the primary drawback to this service; isn't that correct?

A. Yes, ma'am.

Q. By, quote, unquote, this service, do you mean MultiServ?

A. Yes, ma'am.

Q. Is it your testimony that if the cost of ESSX and MultiServ were the same, that TCCF would be amicable to replacing ESSX with MultiServ?

A. Yes, ma'am.

Q. Would you look at lines 8 through 11?

A. Yes.

Q. You state that BellSouth should offer TCCF a

special contract based on term and volume commitment at the same price points as ESSX; is that correct?

A. Yes, ma'am, and that's what I was speaking to. A CSA-type of agreement would allow us to do that.

Q. So that's what you were referencing earlier about the price?

A. Yes, ma'am.

Q. Do you know what the current price points are for ESSX?

A. Yes, we do. We have an analyzation of that, and I think the BellSouth account team has looked at the same numbers, and I think we both agree that, you know, there's about a 40-percent difference at the sides of the ESSX contract that we've already signed.

Q. Do you have your rebuttal with you, Mr. Ripper?

A. One second and I'll get it.

Yes, ma'am.

Q. Would you turn to page 6, please, lines 15 and 16?

A. I'm there.

Q. Is it your understanding that Order No. PSC 96-1579-FOF-TP determined that grandfathered services are available for resale?

A. It was my understanding, based on information that I had received from BellSouth over the course of our relationship, that we were allowed to resell grandfathered services. That's exactly what I was told multiple times.

Q. Is it your opinion that the finding in the same order that I just mentioned limited the grandfathered customers in any way?

A. I guess I'd have to refer to my -- back to my legal counsel. This is just something that's come up in this testimony and it's not clear to me that, you know, what you say is true. I don't know that I understand the order.

Q. Would you look at lines 17 and 18?

A. Yes, ma'am.

Q. You state, quote -- there is some wording and then it says, even if such restriction exists, TCCF is in a unique situation. See what I'm referring to?

A. Yes, ma'am.

Q. Could you please explain what restrictions you're referring to on line 17?

A. I think for the purposes of this discussion, if, in effect, BellSouth's position would be accurate, it would be our understanding, since we entered into

the ESSX contracts pre-grandfather and entered into the interconnection sale agreement pre-grandfather, that we would be in a position to be able to sell the services to the extent that we made commitments.

Q. And could you please explain what TCCF's unique situation is?

A. Well, the fact that we entered into service agreements for ESSX and we also have a resale agreement. We did both. We didn't just get a resale agreement, but we've made a commitment to BellSouth to buy these ESSX services, just like a commercial customer would do.

Q. On lines 20 through 22, you state, otherwise, BellSouth will have succeeded in violating its agreement; isn't that correct?

A. Yes, ma'am, that's what we put there.

Q. What agreement are you referencing on line 21?

MS. KAUFMAN: I think you're on the wrong page.

We're still on the rebuttal; right?

MS. McKINNEY: Yes.

THE WITNESS: I'm sorry. I got on the wrong page in the rebuttal.

///

BY MS. McKINNEY:

Q. No problem.

A. Okay. Page 6. What line again?

Q. 20 through 22.

A. Yes, ma'am. I mean, the only way that we can be made whole in this whole process is to have the opportunity to sell the services, you know, we should have been able to sell to this point.

Q. And what agreement are you referencing on line 21?

A. The new agreement would be the new resale agreement.

Q. And could you explain what you mean by, quote, violating its agreement?

A. Well, I believe what it means is that BellSouth would have been able to violate its agreements with TCCF that it signed back in May of 1996.

Q. And could you explain any violation and how it's affected TCCF?

A. My sales and marketing people went out to customers in Florida and sold nearly 10,000 lines of ESSX services of which only less than 200 lines have ever been provisioned. That has harmed us greatly. Not only have we lost most of those customers, but

I've had to pay salesmen's commissions, I've had to pay customers, you know, fees to keep them with me, I've had to give away free months of service, I've had to give them special long distance rates. In essence, I've sold these services and they never got provisioned.

Our price points for ESSX are in the low $20 level. It costs me about $35 a month for a business line. So if I go out and sell an ESSX customer service for $25 or $30 a month and should have made a profit, I'm losing ten bucks a month per line.

If you look at the agreement that Joe Baker and I entered into a year and a half ago or almost two years ago now, you can see that BellSouth agreed that they were harming me based on the fact that, A, we had to pay more for long distance services to the underlying carrier and, C, that we really had to provide BellSouth with more dollars, $10 per month per line at a minimum, maybe more.

So I think BellSouth has already agreed in our agreement through March of '97 that they did injure us, that they did cause us harm, and that they came to some very specific numbers based on how many lines we had in service.

Since then, it's been nearly two years, and

we still have the same problems. I have never, ever, ever had customers in service on T1 facilities where we could make them work, yet BellSouth makes those services work for their commercial customers every day of the week, without fail, and those customers aren't asked to sign special assembly CSAs and pay for, you know, upgrades of central offices.

Basically, BellSouth's been asking me to jump through hoops and we've been doing it and we've not been able to get our lines provisioned into ESSX.

Q. Has TCCF sought redress for BellSouth's violation of the agreement?

A. I'm sure that you're aware of the fact that we're in a bankruptcy proceeding, a Chapter 11, and we've recently put together a plan for reorganization that will be submitted to the court next Monday. One of the areas that we will be pursuing will be litigation in the bankruptcy court to resolve the financial issues.

I think the reason we're in front of the Commission now is to see what we can do with the regulatory aspects of being allowed to provide the services we think we should be able to provide, but we will redress the economic issues in the bankruptcy court.

Q. Mr. Ripper, do you have Ms. Arrington's direct testimony with you?

A. I'm sure that it's here. Give us a second to find it.

Q. No problem.

MS. KAUFMAN: You can look at my copy if you want.

MR. KOLLER: It's there. It's there. It's got to be.

THE WITNESS: We've got it.

MS. McKINNEY: Thank you.

MS. KAUFMAN: Okay.

BY MS. McKINNEY:

Q. Could you look at Ms. Arrington's direct, page 8, lines 5 through 7?

A. Okay.

Q. In that, Ms. Arrington states that TCCF should not have been allowed to resell this grandfathered service to new customers after May 30th, 1996.

Mr. Ripper, to the best of your recollection, how many ESSX contracts has TCCF resold to new customers since May 30th, 1996?

A. We have sold ESSX services to at least 4,000 customers since that time.

Q. Was the BellSouth/TCCF resale agreement amended to allow such resale after May 30th, 1996?

A. I had no knowledge that there was a necessity for that and, therefore, it didn't happen.

Q. Did BellSouth ever inform TCCF at any time between May 30th, 1996, and the new agreement negotiation that TCCF was not allowed to resell grandfathered services to new customers?

A. No, it didn't. Matter of fact, it didn't talk about it at all in these negotiations from a regulatory point of view but a business point of view, and we didn't find out about their position until these documents were filed.

Q. Would you look at lines 10 through 11 on page 8, also?

A. Yes, ma'am.

Q. There, Ms. Arrington states, however, TCCF may not resell this grandfathered service to new customers.

In your opinion, what had changed to call for this change in position by BellSouth?

A. I guess that they've decided that they do not want anybody selling these services. Other than that, I have no answer for it. I'm absolutely befuddled.

I mean, you can see the myriads of documents that support our position that say they, quote, unquote, looked like they were trying to help us. In essence, you know, we weren't getting our customers done. So, no, I don't know. I mean, this is a mystery to me.

Q. On page 9, lines 4 through 9, Ms. Arrington testified that BellSouth's tariff, Commission Order No. PSC 96-1579-FOF-TP, and it's agreement with TCCF all precludes TCCF from reselling grandfathered service to new customers.

Mr. Ripper, to the best of your recollection, did BellSouth ever inform TCCF that it is precluded from reselling grandfathered services?

A. No, ma'am.

MS. McKINNEY: I have no further questions at this time.

MS. KEYER: I have a couple of follow-ups.

MS. KAUFMAN: Okay.

THE WITNESS: That's fine.

REDIRECT EXAMINATION

BY MS. KEYER:

Q. Since you talked about the settlement agreement that was entered into in April '97 and stated that BellSouth admitted that it harmed TCCF, et

cetera, isn't it true that that agreement specifically states that this is a compromise of a disputed claim of liability and TCCF understands that BellSouth Telecommunications does not admit any liability by reason hereof?

A. That's what the document states. People have said otherwise.

Q. Well, but I believe your testimony was that the agreement -- that BellSouth admitted in the agreement --

A. I agree with you that the agreement is a settlement of the dispute that says that BellSouth did not have any responsibility for what happened.

Q. How many orders have you submitted to BellSouth for ESSX?

A. I'd have to guess several hundred.

Q. When you entered into the resale agreement in May of 1996, you knew at that time that ESSX service was being grandfathered; right?

A. The documents speak for themselves. Clearly, I said that I knew they were gonna be grandfathered on May the 30th.

Q. And you knew that you would eventually have to revert or transfer customers to MultiServ or actually sell MultiServ?

A. Ma'am, I told your people very clearly in writing what I wanted to accomplish, and I will continue to refer to Charlotte Webb's letter and several other letters that are in my testimony that BellSouth employees told me clearly what I wanted to do was okay. My whole business plan was done around it. All of the expenses of the business were spent counting on it. And, yes, I counted on being able to resell services through ESSX, absolutely.

Q. But you also knew that you would have to go to MultiServ. You knew you couldn't sell ESSX --

A. Yeah, after 73 months.

Q. Huh? I didn't hear.

A. No. I said after 73 months, yes, ma'am.

Q. Who wrote your testimony, Mr. Ripper?

A. Me.

Q. How did you -- why were you not familiar with the order, the language of the order, that Ms. McKinney was asking about?

A. Why would I not be familiar with it? I do not read all of the orders and all of the tariffs and all of the documents that BellSouth and all the other carriers submit to the Commission. I relate to what's necessary from my knowledge for my business, and I had never seen this document before.

Q. And the fact that you included that in your testimony, did you write that part of your testimony?

A. In discussions I had with my attorney, we wrote the testimony.

MS. KEYER: Okay. I don't have any other questions. Thank you.

MS. KAUFMAN: I don't have any redirect, so I guess we're done.

MS. KEYER: Okay. The late filed exhibit?

MS. KAUFMAN: Yes, the letter. How about if we get it to you Tuesday, sort of have a mutual exchange?

MS. KEYER: That'll be fine.

THE WITNESS: Absolutely.

MS. KAUFMAN: Okay. We'll do it.

Are we finished?

Maybe we can go off the record for a minute. Just give me one second.

COURT REPORTER: Ms. Keyer, do you want the ones that you took today transcribed and sent to you by Tuesday, also?

MS. KEYER: Yes, ma'am.

COURT REPORTER: Okay. No problem.

MS. KEYER: Is that what we agreed on, Tuesday?

COURT REPORTER: Yes.

MS. KEYER: Okay.

MS. McKINNEY: And June McKinney wants all of them transcribed and sent to the PSC, please.

COURT REPORTER: You got it.

MS. McKINNEY: Thank you.

COURT REPORTER: You're welcome.

MS. KEYER: Susie, do you have our Tallahassee address?

COURT REPORTER: I don't know that I do. Let me look. Just one second. Actually, I think I do. Hold on. Let me make sure.

MS. KEYER: If you could send them there?

COURT REPORTER: Is that the South Monroe Street, Suite 400?

MS. KEYER: Yes.

COURT REPORTER: Okay. I will send everything there.

Do I send it to Nancy White care of Nancy Sims?

MS. KEYER: That's right.

COURT REPORTER: Okay. No problem.

And do you want copies of the other ones, too?

MS. KEYER: Oh, yes.

COURT REPORTER: Okay. I figured. I just want to make sure.

MS. KEYER: Vicki, did you have something off the record or are we done?

(Thereupon, a recess was taken.)

MS. KAUFMAN: I'm sorry, Mary. I had to step out for a second.

MS. KEYER: Did you have something you wanted to handle off the record?

MS. KAUFMAN: No. I think that we're set. I guess we'll talk again in the morning.

MS. McKINNEY: Everybody have a good evening.

MS. KEYER: Thank you. You all, too.

So 8:30 in the morning; right?

MS. McKINNEY: Yep.

MS. KEYER: Same time, same station.

Thank you very much.

(Witness excused.)

(Thereupon, at 5:30 p.m., the deposition was concluded.)

CERTIFICATE OF OATH

STATE OF FLORIDA)

COUNTY OF MARION)

I, the undersigned authority, certify that ELDER NORMAN RIPPER, III, personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 18th day of January, 1998.

Susan Gale Salenger, RPR
Notary Public-State of Florida

Susan Gale Salenger
MY COMMISSION # CC558111 EXPIRES
June 6, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF MARION)

I, SUSAN GALE SALENGER, Registered Professional Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition in stenotype; and that the foregoing pages, numbered from 1 to 56, inclusive, are a true and correct transcription of my shorthand notes of said deposition.

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.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

Dated this 18th day of January, 1994.

Susan Gale Salenger

Susan Gale Salenger, RPR

EXHIBIT NO. 5

DOCKET NO: 981052-TP

WITNESS: ELDER RIPPER

PARTY: TCCF

DESCRIPTION:

4/25/97 CONFIDENTIAL FULL RELEASE AND SETTLEMENT AGREEMENT - REDACTED

PROFFERING PARTY: STAFF

I.D. # ENR-11

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 5
COMPANY/
WITNESS: Ripper
DATE: 11-22-99

ATTACHMENT B

Docket No. 981052-TP

IN RE: PETITION BY TELEPHONE COMPANY OF CENTRAL FLORIDA, INC. (TCCF) FOR RESOLUTION OF ITEMS UNDER DISPUTE IN RESALE AGREEMENT WITH BELLSOUTH TELECOMMUNICATIONS, INC.

REDACTED INFORMATION

DOCUMENT NUMBER-DATE
00851 JAN 21 99
FPSC-RECORDS/REPORTING

CONFIDENTIAL FULL RELEASE AND SETTLEMENT AGREEMENT

In consideration of t

., receipt of which is hereby acknowledged, TCCF for itself, its successors and assigns and on behalf of any affiliated companies claiming through TCCF and their successors and assigns and any other party claiming by or through TCCF, and on behalf of all other entities leased, operated, or controlled by or allied with TCCF does forever release BELLSOUTH TELECOMMUNICATIONS, INC., and all other entities leased, operated, or controlled by, or allied with it, together with its successors and assigns, and all other persons or entities, of and from any and all claims, actions, causes of action, costs, known or unknown damages to TCCF which TCCF may have or may claim to have arising from whatever cause, occurrence or non-occurrence, on or before March 14, 1997.

TCCF agrees as further consideration and inducement for the compromise to settlement that this Confidential Full Release and Settlement Agreement shall apply to all unknown and unanticipated damages resulting from the matters referred to herein, as well as to those damages now disclosed.

TCCF agrees as further consideration and inducement for this compromise to settlement that the consideration referred to herein fully compensates TCCF for damages and that this Confidential Full Release and Settlement Agreement explicitly operates in favor of all other named and unnamed persons and entities.

ON OR BEFORE 3/14/97

TCCF agrees that as further consideration and inducement for this compromise to settlement that it

ENT 5-97

LS 5/19

TCCF acknowledges that there is no agreement or promise on the part of BELLSOUTH TELECOMMUNICATIONS, INC. to do or to omit to do any act, thing, or to make any payment not herein mentioned, and that this is a full and final release of all claims of every nature and kind whatsoever for any and all loss or damages to TCCF arising on or before March 14, 1997.

TCCF agrees that the fact and the amount of this settlement and the terms of this Confidential Full Release and Settlement Agreement shall not be disclosed by it except upon Order of a Court or Regulatory Agency of competent jurisdiction.

This is a compromise of a disputed claim of liability and TCCF understands that BELLSOUTH TELECOMMUNICATIONS, INC. does not admit any liability by reason hereof.

THIS IS A CONFIDENTIAL FULL RELEASE. THE UNDERSIGNED HAS READ ITS CONTENTS IN FULL BEFORE SIGNING IT AND IS AUTHORIZED TO EXECUTE THIS DOCUMENT ON BEHALF OF TCCF.

TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.

BY: L. N. B. AS

TITLE: PLG MGR

DATE: 4-25-97

STATE OF FLORIDA)
COUNTY OF Seminole))

I, the undersigned Notary Public, do hereby certify that on this 25th day of April, 1997, Eldon Rappes personally appeared before me who, being by me first duly sworn, declared that said person is the person who signed the foregoing document, and that the statements contained therein are true.

Andrea K. Welch
NOTARY PUBLIC

My Commission Expires: 5/6/2000

Andrea K. Welch
Notary Public, State of Florida
Commission No. CC 353049
My Commission Exp. 5/06/2000

74294

BELLSOUTH

*Bell*South Access Customer Sales
South F4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Charlotte R. Webb
Systems Designer
(205) 977-0877
(205) 977-0037 FAX

August 12, 1996

Mr. Elder "Kip" Ripper
President
The Telephone Company of Central Florida, Incorporated
3551 West Lake Mary Boulevard
Suite 210
Lake Mary, Florida 32746

Dear Kip:

Well, the time draweth nigh to began our journey into the world of ESSX system cutovers for The Telephone Company of Central Florida, Incorporated in Florida. According to my records, the first system to be cut is the Orlando Magnolia DMS-100 central office at 8:00 AM on August 16, 1996. That date is this coming Friday. Are you ready???

Shown below is the rest of the cutover schedule that I have established. Please review them.

Type Switch	CLLI	NPA/NXX	Address	Cut Date
D-100	ORLDFLMADS1	407-318	45 N. Magnolia Av. Orlando, Fla.	08/16/96
1A ESS	ORLDFLMA42E	407-236	45 N. Magnolia Av. Orlando, Fla.	09/06/96
5ESS	ORLDFLPHDS0	407-290	5120 Silver Star Rd. Orlando, Fla.	08/30/96
5ESS	COCOFLMADS0	407-636	712 Florida Ave. Cocoa, Fla.	09/10/96
D100	WPBHFLGRDS0	561-622	3700 RCA Blvd. West Palm Beach, Fla.	10/4/96
1A ESS	WPBHFLAN83E	561-387	325 Gardenia St. West Palm Beach, Fla.	10/1/96
5ESS	VRBHFLMADS0	561-270	1976 16th Av. Vero Beach, Fla.	9/30/96

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 6
COMPANY/ WITNESS: Keller
DATE: 1-22-99

Type Switch	CLLI	NPA/NXX	Address	Cut Date
5ESS	MLBRFLMADS0	407-676	728 Palmetto Av. Melbourne, Fla.	9/18/96
5ESS	HLWDFLWHDS0	954-961	250 SW 62nd Av. West Hollywood, Fla.	9/25/96
D100	FTLDFLMRDS0	954-355	211 NE 2nd St. Ft. Lauderdale, Fla.	9/27/96
5ESS	FTLDFLOADS0	954-484	4200 W. Oakland Park Blvd. Ft. Lauderdale, Fla.	9/27/96
D 1/2	JCVLFLSMDS0	904-346	2048 Hendricks Av. Jacksonville, Fla.	9/12/96
D100	JCVLFLCLDS0	904-353	424 N. Pearl St. Jacksonville, Fla.	9/12/96
D100	NDADFLGGDS0	305-651	18400 NE 5th Av. Miami, Fla.	10/8/96
D100	MIAMFLCADS0	305-220	2301 SW 100th Av. Miami, Fla.	10/9/96
5ESS	MIAMFLHLDS0	305-362	1245 W. 6th St. Miami, Fla.	10/11/96
D100	MIAMFLAPDS0	305-526	5275 NW 36th St. Miami, Fla.	10/14/96
5ESS	MIAMFLBRDS0	305-531	1550 Lenox Av. Miami, Fla.	10/7/96
D100	MIAMFLGRDS0	305-530	45 NW 5th St. Miami, Fla.	10/10/96
5ESS	MIAMFLGRDS1	305-347	45 NW 5th St. Miami, Fla.	10/9/96
5ESS	KYWSFLMADS0	305-292	530 Southard St. Key West, Fla.	10/15/96
5ESS	GSVLFLMADS1	352-338	400 SW 2nd Av. Gainesville, Fla.	9/20/96
D 1/2	GSVLFLMADS0	352-334	400 SW 2nd Av. Gainesville, Fla.	9/20/96

The locations that were discussed in my letter of June 11, 1996. of Miami - Grande RCLM off the DMS-100 switch is just an "extension" of this DMS-100. The RCLM has the same NPA/NXX as the DMS-100. Therefore, an ESSX system in the RCLM was **NOT** ordered. The D 1/2 switch in the Jacksonville, Florida central office is the Tandem switch for the Jacksonville LATA. The ESSX service was **NOT** ordered for this switch.

I have been talking with Kelly at WilTel for the HICAP circuits coming into the above ESSX systems. BELLSouth is working with WilTel to try to get all of the Access Service Requests (ASRs) correct before the orders can be input into our systems. However, Kelly seemed not to

be too happy with some of the due dates that BELLSouth has given her. She said she did not have a problem with them, but she would need a "sup" from you. I hope that you can help us with this.

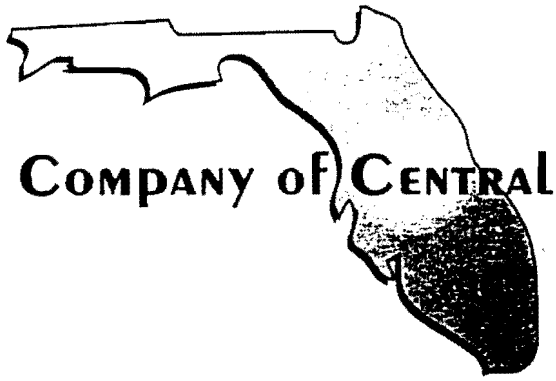
If you have any questions or need additional information regarding the above information, please call me at 205-977-0887.

Sincerely,

Charlotte

Charlotte Webb
Systems Designer

copy: Wade Johnson



Telephone Company of Central Florida, Inc.

Sent Via Fax
September 20, 1996

Mark Feidler
President-InterConnection Services
BellSouth Telecommunications, Inc.
Suite 4511
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Mark:

I need your assistance in a matter that is critical to the success of the Telephone Company of Central Florida. As you know on the weekend of August 30, 1996 several customers were cut out of service by BellSouth. Consequently TCCF has lost their business and revenue. Furthermore one of these customers has stopped payment on their first payment to TCCF, see the attached copy of his check. This customer owes TCCF about $1,000.00 for services rendered to date. Paragraph III, H. of our contract indicates that we will work together to collect these funds.

Let me state that this customer, Specialty Insulation and Waterproofing, would have generated revenue of at least $6000.00 annually. TCCF has lost this revenue. The customer has also stated that due to the out of service time that occurred they will not be willing to pay TCCF. Please remember that they were out of service for almost four days. What can you do in this situation to help TCCF to recover its loses? I would suggest that BellSouth offer to give TCCF a credit for an amount to be determined by you or you staff. Lastly, TCCF is currently working on a list of customers that have switched back to you because of similar problems and the amount of lost TCCF billing and annual revenue.

Please let me know how you would like to deal with this. Barbara Jean Warren has indicated that she would be able to give us credits on our account for lost billed revenue. I look forward to a favorable outcome for all of us.

Sincerely,

Kip Ripper

3551 W. Lake Mary Boulevard, Suite 210 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

12597

I 00012597

SPECIALTY INSULATION AND WATERPROOFING CO. INC. 061390
3609 SHADER RD.
ORLANDO, FL 32808
(407) 295-7868 FAX (407) 293-5302

SUN BANK, N.A.
ORLANDO, FL 32897
63-215/631
0526136

**** FIVE HUNDRED ONE & 36/100 DOLLARS

STOP PAYMENT

STOP PAYMENT

DATE 09/05/96

AMOUNT ********$501.36

PAY TO THE ORDER OF: Telephone Co. of Cent Fl.
Department #1126
Tulsa, OK.
74182

⑈012597⑈ ⑆

0401241855304 5502 07 59 15 96

AUTHORIZED SIGNATURE

⓪ SECURITY FEATURES INCLUDED. DETAILS ON BACK. ⓪

BellSouth Telecommunications, Inc.
Suite 4511
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

404 529-5600
Fax 404 521-2311

Mark L. Feidler
President – InterConnection Services

September 23, 1996

Mr. Elder "Kip" Ripper
President
Telephone Company of Central Florida, Inc.
3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

Dear Kip:

I received late Friday afternoon your fax regarding the situation with Specialty Insulation and Waterproofing. As you had previously requested, I had a representative in my carrier operations group contact Specialty Insulation and Waterproofing to discuss with them directly the cause of their recent service interruption. That part of my organization is managed by Ann Andrews, who you met with in Florida last Friday. I have forwarded your letter to Ann to handle in light of the fact that she has operational responsibility for matters of this sort, and a much more detailed understanding of the particulars of this situation. Ann or someone in her organization will be contacting you promptly to discuss the particulars surrounding this situation, and any suggestions as to how to move ahead.

I will continue to follow the situation to make sure that it receives an appropriate level of attention.

Sincerely,

M. L. Feidler

cc: Ann Andrews
Joe Baker
Fred Monacelli

BELLSOUTH MEETING

DATE: **September 12, 1996**

Time: **9:00 AM - 12:00 Noon**

PURPOSE: To discuss major issues and solutions to create an OLEC environment which benefit all parties of the partnership, including BellSouth, TCCF and the End-user customer.

AGENDA ITEMS

Major Issues

1. ESSX Service (Turning Up Circuits and Moving Existing Accounts To ESSX)
2. Service Outages
3. Repair Service (Interfacing with End-User Customer and Re-routing to TCCF)
4. Directory and Additional Listings dropping
5. Yellow Page Issues
6. PIC Changes (Some are not completed)
7. Cover Form for Freeze Pic
8. Billing with ALEC Discounts
9. BellSouth Promotions and Discounts (Residential Service/Feature Offering)
10. Pay Phone Rates and Discounts (For Existing and New Service)
11. Non-recurring Service Order Charges to Switch Service to TCCF

Other Issues

1. Ameritech Services Information

2. **Service Orders**

a. Providing weekly, completed orders, dates orders are processed, status of PIC, any rejections, and etc., **rather than faxing confirmations on daily basis.**

b. "Switch as is" versus "Switch with changes"

c. Service charges for the various "Change" orders, business or residence.

d. Accounts with Omitted Phone Numbers on TCCF service request should be provided TCCF once identified by BellSouth.

3. **Repair Service**

a. Procedure that ensures end-user customer is not confused by repair reps about the status of their service, and a better and more helpful method to route customers to TCCF to resolve their service problems.

4. **OLEC Discounts** on service and service features as outlined in the guidelines recently established by the FCC.

Telephone Company of Central FL

CITY, FL	TYPE C.O	SWITCH CLLI	CTX #	CLUB ACCT #	ACCT #	CSPS #	EOMS #	SLA #	ORDER #	ORDER #	DUE DATE
ORLANDO	DMS100	ORLDFLMADS1	061:0	904-Q95-0007	407-318-8000	PAPER	PAPER				
"	5 ESS	ORLDFLPHDS0	TCCCTX06	"	407-290-3485	FL071096206	23	T1	CYB6P8P8		10/30/96
"	"	"	"	"	"	"	"	2	CYQWR917	DYLF5992	12/5/96
"	"	"	"	"	"	"	"	3	CYTL5465	DYPGC819	12/5/96
"	"	"	"	"	"	"	"	5	CYX7G134	DYK23046	12/5/96
"	1A ESS	ORLDFLMA42E	49	"	407-425-4222	FL071996196	22	T1			
"	"	"	"	"	"	"	"	1	NYWFJ337		11/22/96
"	"	"	"	"	"	"	"	2			
"	"	"	"	"	"	"	"	4	CYHC3955		12/20/96
"	"	"	"	"	"	"	"	5			
"	"	"	"	"	"	"	"	6			
"	"	"	"	"	"	"	"	8			
"	"	"	"	"	"	"	"	9	CYHCJ677		12/20/96
"	"	"	"	"	"	"	"	10			
"	"	"	"	"	"	"	"	11			
"	"	"	"	"	"	"	"	12	CYJ2P481		12/20/96
COCOA	5 ESS	COCOFLMADC0	TCLCTX39	"	407-636-4614	FL071196185	16	T1	CY9HMX68		12/20/96
JACKSONVILLE	DMS100	JCVLFLSMDC0	015:0	"	904-396-0118	FL071196100	20	T1	CY0GNJQ2		12/20/96
Clay St	"	JCVLFLCLDC0	002:0	"	904-350-0326	FL071196091	21	T1			
WEST HOLLYWOOD	5 ESS	HLWDFLWHDS0	TCCCTX41	"	954-894-0112	FL071196185	14	1	NRRDD536		12/20/96
"	"	"	"	"	"	"	"	T1			
FT LAUDERDALE	DMS100	FTLDFLMRDC0	024:0	"	954-462-0105	FL071196203	13	1	NRW19090		12/20/96
"	"	"	"	"	"	"	"	T1			
"	5 ESS	FTLDFLOADS0	TCCCTX46	"	954-484-1123	FL071196136	15	1			
"	"	"	"	"	"	"	"	T1			
Gold MIAMI Canal	DMS100	NDADFLGGDC0	033:0	"	305-650-0534	FL071296061	9	1	NQTYL280		12/20/96
"	"	"	"	"	"	"	"	T1			
Miami Bch	5 ESS	MIAMFLBRDS0	TCCCTX85	"	305-531-2819	FL071296086	5	T1			
Canal	DMS100	MIAMFLCADC0	200:0	"	305-220-2728	FL071296068	8	T1			
"	5 ESS	MIAMFLGRDS1	TCCCTX22	"	305-350-2113	FL071696142	2	T1			
"	DMS100	MIAMFLGRDS0	200:0	"	305-536-0018	FL071296108	4	T1			
"	5 ESS	MIAMFLHLDS0	TCCCTX05	"	305-556-8782	FL071296068	7	1			
"	"	"	"	"	"	"	"	T1			
Airport	DMS100	MIAMFLAPDS0	200:0	"	305-526-0002	FL071296080	6	1	NQTJJ749		COMPL
"	"	"	"	"	"	"	"	T1			
WEST PALM BEACH	1A ESS	WPBHFLAN83E	42	"	561-650-8154	FL072296016	1	T1			
"	DMS100	WPBHFLGRDC0	200:0	"	561-622-0126	FL071296021	11	T1			
KEY WEST	5 ESS	KYWSFLMADS0	TCCCTX45	"	305-292-1797	FL071296029	10	T1			

Received #131046
407-849-3028 - 3047

1AESS 849-3026 3029 3030-3047

Docket No. 981052-TP
Exhibit # ___ (KEK-4)

Telephone Company of Central FL

407-676-3922

	CITY, FL	TYPE C.O	SWITCH CLLI	CTX #	CLUB ACCT #	ACCT #	CSPS #	EOMS #	SLA #	ORDER #	ORDER #	DUE DATE
WZ 469540	MELBOURNE	5 ESS	MLBRFLMADS0	TELCTX52	904-Q95-0007	407-676	FL071196122	17	1			
	"	"	"	"	"	"	"	"	T1			
WZ 476933	GAINESVILLE	5 ESS	GSVLFLMADS1	TELE0044	"	352-335-1228	FL071196116	18	1			
	"	"	"	"	"	"	"	"	T1			
WZ 475921	"	DMS100	GSVLFLMADS0	038:0	"	352-334-0085	FL071196107	19	1			
	"	"	"	"	"	"	"	"	T1			
WZ 508477	VERO BEACH	5 ESS	VRBHFLMADS0	TCCCTX06	"	561-562-0179	FL071196021	12	1			
	"	"	"	"	"	"	"	"	T1			

BELLSOUTH (e)

Docket No. 981052-TP
Exhibit #____ (KEK-5)

To: Kip Ripper
Company:
At: 914073211454

From: Wade Johnson
Company: BellSouth
Voice: (205) 977-8955

Date: 10/16/96
Time: 8:01AM
Pages Including Cover: 1

MEMO

Notes: I lied. Didn't mean too.

My schedule of events for the 4th Quarter of 96 shows 10/16, start date of new account team members. Turns out that only Bill Morrison is coming on today. The other two, the ones that you and I are concerned with, are not coming in until the first of November. I don't know why they couldn't get away earlier. I just learned about the Nov. 1 date yesterday in our Atlanta meeting.

I think we should get with the LCSC and try to turn up a few of those ESSXs. What is your thoughts?

By-the-way, I noticed on your first issue (your letter to me) that you said you had been promised tape billing from day one. Who promised you? We can provide that service, but we may charge for it. No determination has been made yet, and I want to have my gun loaded.

Wade

Created using PROCOMM PLUS 2.0 for Windows

BELLSOUTH

BellSouth Interconnection Service

FAX

To: Ken Koller
Company:
At: 914073211454

From: Wade Johnson
Company: BellSouth
Voice: (205) 977-8955

Date: 10/21/96
Time: 3:56PM
Pages Including Cover: 1

MEMO

Notes: Fred Monacelli and Rich Dender have asked me to contact you to set up a meeting either in Atlanta or Birmingham, the sooner, the better.

This is to coordinate the ESSX service that has been worked on by Charlotte Webb, probably first in Orlando. Give me a call tomorrow (10-22-96) and maybe we can work out the details of who should attend, and where.

Thanks

Created using PROCOMM PLUS 2.0 for Windows

FACSIMILE COVER SHEET

THE TELEPHONE COMPANY OF CENTRAL FLORIDA

3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

(407) 328-5002
FAX (407) 321-1454

SEND TO:	
Company Name: BELLSOUTH	*From* KEN KOLLER
Attention: WADE JOHNSON	*Date:* 10/22/96
Fax Number: (205) 977-8955 0037	*Phone Number:* 407-328-5002

☐ *Urgent* ☐ *Reply ASAP* ☐ *Please Comment* ☐ *Please Review* ☐ *For your information*

Total pages, including cover sheet: _____

COMMENTS:

Subject: **Your facsimile of 10/21/96 re: ESSX Coordination Meeting**

I have reviewed your request for a meeting and I suggest the following:

Our efforts to implement ESSX-M Service have been delayed since August. It is imperative that we meet to resolve these issues at your earliest convenience.

We are requesting that this meeting take place in our office in Lake Mary, Florida as soon as possible.

Please advise.

This information is intended only for the use of the individual or entity named on the transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this telecopied information is strictly prohibited, and that the documents should be returned to this company immediately. Therefore, if you have received this telecopy in error, please notify us by telephone at (407) 328-5002 so that we may arrange for the return of the documents to THE TELEPHONE COMPANY OF CENTRAL FLORIDA, at no cost to you.

FACSIMILIE COVER SHEET

THE TELEPHONE COMPANY OF CENTRAL FLORIDA

3551 W. Lake Mary Blvd.
Suite 210
Lake Mary, FL 32746

(407) 328-5002
FAX (407) 321-1454

SEND TO:	
Company Name: BellSouth	From: KEN KOLLER
Attention: Neal Holden	Date: 10-23-96
Fax Number: 205-977-0037	Phone Number: 407-328-5002

☐ Urgent ☑ Reply ASAP ☐ Please Comment ☑ Please Review ☐ For your information

Total pages, including cover sheet: 13

COMMENTS:

Neal, Let's pick one from each office to start with.

Ken Koller.

28th - 29th OLEC [illegible] — 30th 31st 1st Wed Thurs Fri Nov 1st.

Monday Nov. 4th (AM.) Mon. (P.M.)

This information is intended only for the use of the individual or entity named on the transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in reliance on the contents of this telecopied information is strictly prohibited, and that the documents should be returned to this company immediately. Therefore, if you have received this telecopy in error, please notify us by telephone at (407) 328-5002 so that we may arrange for the return of the documents to THE TELEPHONE COMPANY OF CENTRAL FLORIDA, at no cost to you.

Dec. 1996

TO: NEAL HOLDEN - BELLSOUTH INTERCONNECTION SERVICES

FROM: KEN KOLLER

SUBJECT: ESSX SERVICE IMPLEMENTATION.

NEAL, I HOPE YOU HAD A FINE HOLIDAY. I'VE BEEN AWAY ON A SPECIAL PROJECT AND HAVE JUST RETURNED. IT IS MY OBJECTIVE TO BRING THE FIRST THREE ESSX SYSTEMS ON LINE THIS WEEK IN ORLANDO 100% AND ADD ALL OF OUR CUSTOMERS TO THESE SYSTEMS. IN ADDITION, I WANT TO ESTABLISH A SCHEDULE TO BRING THE REMAINING SYSTEMS ON LINE ASAP.

I HAVE NOT RECEIVED ANY INFORMATION REGARDING THE DECAS ACTIVATION FOR TCCF OR ANY MATERIALS TO ACCOMPLISH THAT TASK. AS YOU KNOW OUR LAST EFFORT TO BRING THE ORLANDO ESSX ON LINE RESULTED IN SERVICE OUTAGE AND CUSTOMER OUTRAGE. I WOULD LIKE TO KNOW WHAT HAS BEEN DECIDED AND OR IMPLEMENTED TO ASSURE TCCF THAT THIS SITUATION WILL NOT OCCUR IN THE FUTURE.

IT IS IMPERATIVE THAT THE CUSTOMER DATABASE INFORMATION REMAIN WITH THE ACCOUNT TO INSURE A SMOOTH AND EFFECTIVE TRANSITION FROM BELLSOUTH TO TCCF. I WILL BE IN THE OFFICE AT 407-328-5002 THIS MORNING AND I WOULD LIKE TO RESOLVE ANY OUTSTANDING ISSUES THAT ARE STILL CAUSING CONCERN.

PLEASE CALL ME AT YOUR EARLIEST CONVENIENCE SO WE CAN PROCEED ALONG THESE LINES. THANKS, I WILL AWAIT YOUR CALL.

TO: NEAL HOLDEN - BELLSOUTH INTERCONNECTION SERVICES

FROM: KEN KOLLER

DATE: JANUARY 9, 1997

SUBJECT: ESSX SERVICE IMPLEMENTATION.

NEAL, I HAVE THE FOLLOWING CONCERNS ABOUT THE IMPLEMENTATION OF THE ESSX SYSTEMS FOR TCCF:

I HAVE NOT RECEIVED ANY INFORMATION REGARDING THE DECAS ACTIVATION FOR TCCF OR ANY MATERIALS TO ACCOMPLISH THAT TASK. I MUST BE ON LINE WITH THAT CAPABILITY IN ORDER TO EFFECTIVELY IMPLEMENT ANY OF OUR REQUIRED CUSTOMER DATABASE CHANGES. IT IS IMPERATIVE THAT THIS HAPPEN ON AN IMMEDIATE BASIS.

THE CUSTOMER SPECIFIC DATABASE INFORMATION MUST REMAIN WITH THE ACCOUNT TO INSURE A SMOOTH AND EFFECTIVE TRANSITION FROM BELLSOUTH TO TCCF. I ALSO SEE THIS A REQUIREMENT IF THE CUSTOMER DECIDES TO RETURN TO BELLSOUTH FOR ANY REASON.

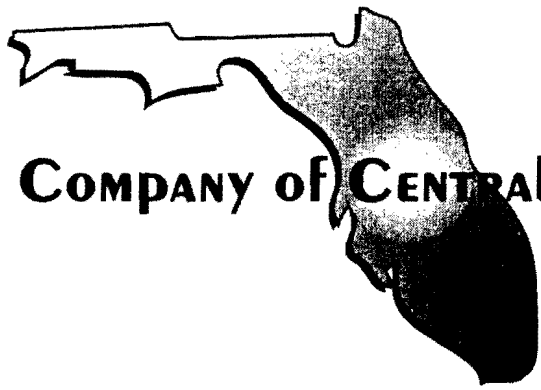
THERE ARE SEVERAL OTHER AREAS WHICH MUST BE ADDRESSED IN ORDER TO PROPERLY SERVICE THE CUSTOMER UNDER THE ESSX CONFIGURATION. THEY ARE ITEMS SUCH AS CALLER ID INFORMATION REQUIRED TO REFLECT THE CUSTOMER NAME TO THE CALLED PARTY INSTEAD OF SHOWING TCCF AS THE CALLING PARTY. OTHER CUSTOMER SPECIFIC DATABASE INFORMATION WHICH IS ALSO LOST WHEN DISCONNECT AND NEW CONNECT ORDERS ARE USED TO IMPLEMENT THIS PROCESS.

IT APPEARS TO ME THAT BELLSOUTH WANTS TO REQUIRE TCCF TO FIT INTO THE EXISTING ORDER PROCESSING FRAMEWORK. THIS DOES NOT ACCOMMODATE THE REQUIREMENTS OF TCCF AND PROTECT IT'S CUSTOMERS FROM PROBLEMS RESULTING FROM THE NORMAL BELLSOUTH ORDER DOCUMENTATION FLOW. EVERYTIME WE HAVE TRIED TO IMPLEMENT A CHANGE TO ESSX, THE CUSTOMER HAS BEEN DISCONNECTED AND INCONVENIENCED. THE END RESULT IS THAT THE CUSTOMER LEAVES TCCF AND RETURNS TO BELLSOUTH.

THE OVERALL SUPPORT PROCESS DOES NOT SEEM TO BE IN PLACE AND CONTINUES TO CHANGE. THE SUPPORT CENTER FOR ORDER INPUT HAS MOVED TO BIRMINGHAM, WHICH NOW REQUIRES THE TRAINING OF OTHER INDIVIDUALS TO PROVIDE OUR SUPPORT. WE CONTINUALLY SEEM TO BE REINVENTING THE WHEEL, WITH LITTLE OR NO PROGRESS TO SHOW FOR OUR EFFORTS.

THE ESSX SYSTEMS FOR ORLANDO MUST BE IMPLEMENTED PRIOR TO THE END OF JANUARY. THIS PROCESS STARTED AT THE END OF MAY AND WE HAVE LESS THAN TEN LINES IN THE ORLANDO ESSX SYSTEMS. THIS IS UNACCEPTABLE SINCE THE DS1'S ARE ALSO INSTALLED AND THE EXPENSE FOR THOSE SERVICES ARE BEING INCURRED WITHOUT THE OFFSET OF A REASONABLE SIZE CUSTOMER BASE.

NEAL, THE TIME FOR POSITIVE ACTION AND PROBLEM RESOLUTION IS NOW. PLEASE CALL ME AT YOUR EARLIEST CONVENIENCE WITH SOME ANSWERS SO WE CAN PROCEED ALONG THESE LINES. THANKS.



Telephone Company of Central Florida, Inc.

Sent via Fax
January 20, 1997

TO: Mr. Neal Holden

FROM: Ken Koller

RE: Move of IFB Accounts to ESSX Service Magnolia DMS100, Magnolia 1 AESS & Pinehills 5 ESS. - Orlando CO's

Our meeting with Mr. Baker, Mr. English and Lynn Smith was very productive and we want to take advantage of Mr. Baker's offer to have BellSouth's staff move our existing customers to ESSX service where the NXX's are applicable.

We would like to proceed with this on an immediate basis. It is crucial that all of these customers be moved in a timely and efficient manner. I will try to address the NAR requirements for each ESSX system as they grow.

It is my understanding that upon review of our customer base the BellSouth Interconnection Services support team will implement the move of these accounts. I will be available for questions regarding features, NARS and special services.

I believe that we can start this process this week beginning with the Magnolia DMS 100 CO and moving through to complete the other two CO's . Once this initial Database is moved, we will provide order input and customer specific feature applications via the ECAS/DECAS system.

Mr. Baker has assured us that until the system is functional for us and we have been properly trained the Interconnection Services Support Team will provide this assistance.

Lets put the wheels in motion as soon as possible. Thanks

3575 W. Lake Mary Boulevard, Suite 107 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

TO: NEIL HOLDEN - BELLSOUTH INTERCONNECTION SERVICES FEBRUARY 18, 1997

FROM: KEN KOLLER

SUBJECT: 5ESS CENTRAL OFFICE LONG DISTANCE PROBLEM.

The problem with the 5ESS central office as I understand it is as follows:

a. If the digit (I) used for directing calls to the T1 and a full condition is encountered, no other LD calls can be placed and the customer receives a busy tone.

b. When the ARS table is utilized for LD access the customer receives a second dial tone during the dialing sequence.

Neither of these two scenarios accomplish exactly what we need to provide for the customer during long distance dialing. I don't understand why calls cannot be redirected to another trunk group under scenario (a) or why the dial tone cannot be masked under scenario (b). We seem to be ~~in~~ another situation which is causing us to delay bringing the ESSX systems fully on line.

Eleven of the central offices are 5ESS offices, and one of the initial three is a 5ESS. It is imperative that we resolve this problem on an immediate basis. Everyday that goes by increases the number of customers in our database which will required double orders and handling by both of our companies. Each customer that is moved as a 1FB account is put in double jeopardy for a second move to ESSX.

I will be sending a package of 90 customers to move into the three Orlando ESSX systems. These accounts have already been moved to TCCF as 1FB customers and some experienced problems during that process. It is my understanding that these customers will be handled with special consideration.

The LOA's and original paperwork have already been sent for the 1FB change to TCCF. This information also included the features and hunting arrangements. It is my understanding that the LCSC will verify the customer's telephone numbers, hunt groups and features and notify us of any potential problems.

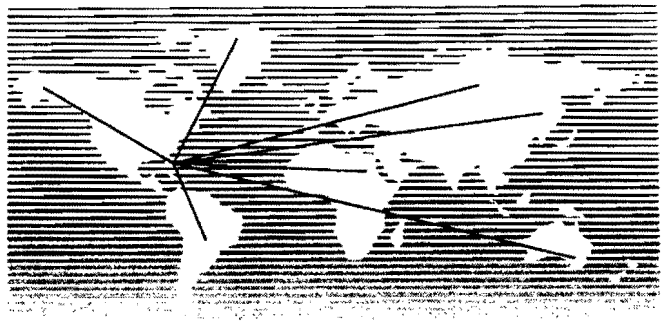
If this is not your understanding please notify me at your earliest convenience so that any problems can be addressed and resolved on the front end.

Thanks for your attention to this matter.

The Telephone Company of Central Florida, Inc.

Docket No. 981052-TP
Exhibit #____ (KEK-9)

3575 West Lake Mary Boulevard
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 328-7454



Fax

To: Neil Holden	From: Ken Koller
Fax: 205-977-0037	Pages: 43
Phone: 205-977-0887	Date: 02-21-97
Re: MOVE OF 1FB ACCOUNTS TO ESSX CC: Bill French	

X **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

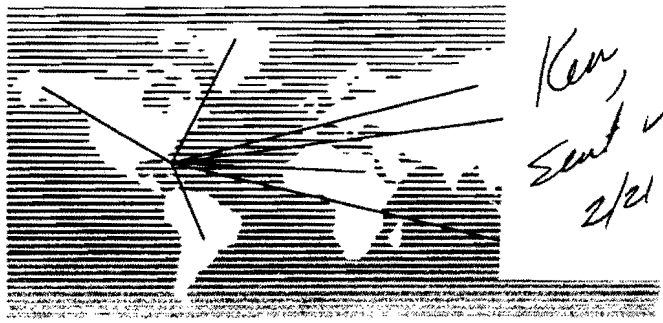
THESE ARE THE ACCOUNTS WHICH WE HAVE IDENTIFIED THAT CAN BE MOVED INTO THE 5ESS ESSX SYSTEM AT PINEHILLS IN ORLANDO, FLORIDA. PLEASE REVIEW THIS INFORMATION AND MAKE THE NECESSARY ARRANGEMENTS TO MOVE THESE ASAP.

42 Accounts

This information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in response to the contents of this tele-copied information is strictly prohibited, and that the documents should be returned to this company immediately. Therefore, if you have received this telecopy in error, please notify us by telephone at (407) 328-5002 so that we may arrange for the return of the documents to THE TELEPHONE COMPANY OF CENTRAL FLORIDA, at no cost to you.

The Telephone Company of Central Florida, Inc.

3575 West Lake Mary Boulevard
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 328-7454



Ken,
Sent ✓
2/21 @ 3:20

Fax

To: Neil Holden	From: Ken Koller
Fax: 205-977-0037	Pages: 17
Phone: 205-977-0887	Date: 02-21-97
Re: MOVE OF 1FB ACCOUNTS TO ESSX CC: Bill French	

X **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

THESE ARE THE ACCOUNTS WHICH WE HAVE IDENTIFIED THAT CAN BE MOVED INTO THE DMS 100 ESSX SYSTEM AT 45 NORTH MAGNOLIA IN ORLANDO, FLORIDA. PLEASE REVIEW THIS INFORMATION AND MAKE THE NECESSARY ARRANGEMENTS TO MOVE THESE ASAP.

16 Accounts.

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The Telephone Company of Central Florida, Inc.

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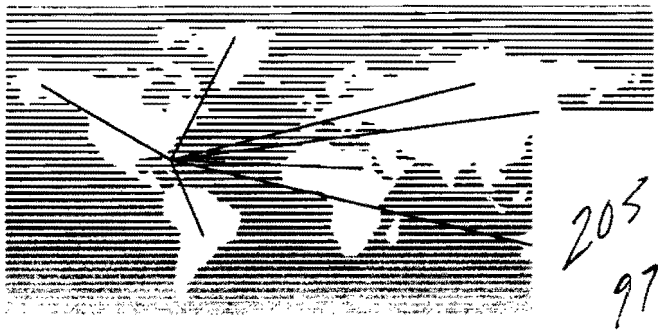
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 328-7454



Fax

205-
977-0037
Sent 2/21 5:50

To: Neil Holden	From: Ken Koller
Fax: 205-977-0037	Pages: 32
Phone: 205-977-0887	Date: 02-21-97
Re: MOVE OF 1FB ACCOUNTS TO ESSX CC: Bill French	

X **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

- **Comments:**

THESE ARE THE ACCOUNTS WHICH WE HAVE IDENTIFIED THAT CAN BE MOVED INTO THE 1AESS ESSX SYSTEM AT 45 NORTH MAGNOLIA IN ORLANDO, FLORIDA. PLEASE REVIEW THIS INFORMATION AND MAKE THE NECESSARY ARRANGEMENTS TO MOVE THESE ASAP.

31 Accounts

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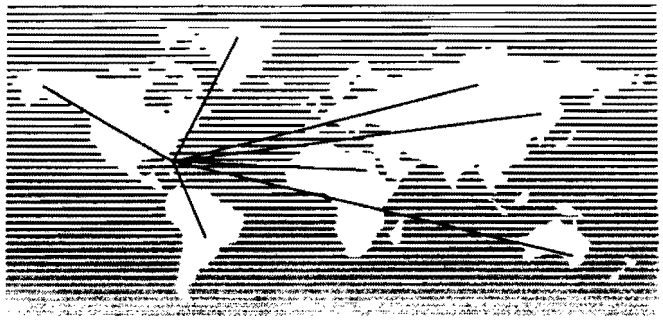
The Telephone Company of Central Florida, Inc.

3575 West Lake Mary Boulevard
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 328-7454



Fax

To: NEIL HOLDEN — From: KEN KOLLER

Fax: 205-977-0037 — Pages: 1

Phone: 205-977-0887 — Date: MARCH 13, 1997

Re: ESSX SERVICE ORDERS — CC:

X **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

IT WAS MY UNDERSTANDING THAT WE WOULD BE ABLE TO MOVE AT A MINIMUM 10 ACCOUNTS PER DAY INTO THE RESPECTIVE ESSX SYSTEMS THAT ARE ON LINE IN THE ORLANDO AREA. WE ARE ABOUT TO ENTER INTO A TELEMARKETING AND ON PREMISE VENTURE WHICH WILL RESULT IN A MINIMUM OF 1000 ORDERS PER MONTH INTO SELECTED ESSX SYSTEMS THROUGHOUT THE STATE OF FLORIDA, AS WELL AS, IFB CUSTOMERS. I HAD HOPED THAT THE INITIAL 90 ACCOUNTS WHICH I SENT IN FEBRUARY WOULD HAVE BEEN MOVED AS OF THE 15TH OF MARCH. PLEASE PROVIDE SOME KIND OF SCHEDULE FOR THE MOVE OF THESE ACCOUNTS ASAP. IT IS IMPERATIVE THAT WE GET THE MECHANISM IN PLACE PRIOR TO THE 1ST OF APRIL. THANKS.

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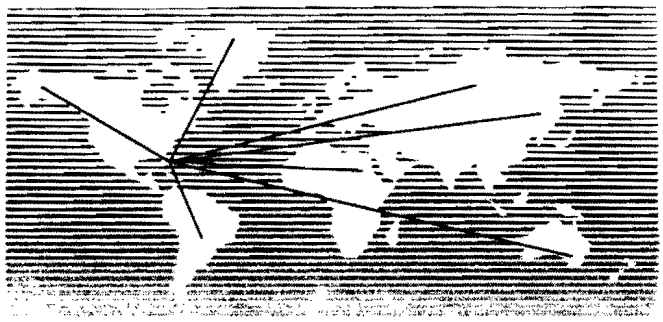
The Telephone Company of Central Florida, Inc.

3575 West Lake Mary Boulevard
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 328-7454



Fax

To: NEIL HOLDEN	**From:** KEN KOLLER
Fax: 1-205-977-0037	**Pages:** 1
Phone: 1-205-977-0887	**Date:** MARCH 13, 1997
Re: T1/ISDN FOR ANI INFORMATION	**CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** X **Please Reply**

• **Comments:**

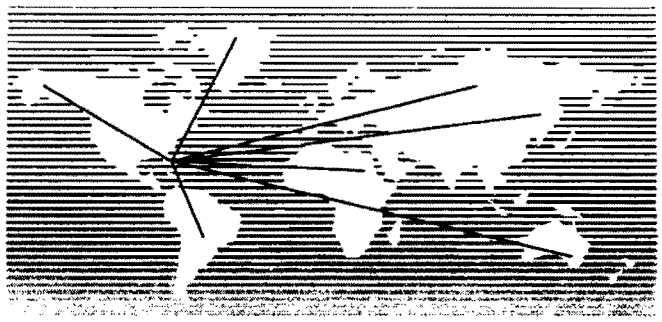
NEIL, PLEASE CONFIRM THAT THE ISDN MEGALINK ARRANGEMENT WILL PROVIDE THE ANI INFORMATON REQUIRED FOR BILLING TO THE SLA MAIN ESSX NUMBER. I HAVE MADE ARRANGEMENTS TO CHANGE ALL OF THE ESSX T1 CIRCUITS TO MEGALINK ISDN. ALSO PLEASE ADVISE ME OF THE RESOLUTION OF THE 5ESS SECOND DIAL TONE EXPERIENCED WHEN LD CALLING IS INITIATED. THANKS.

This information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking of any action in response to the contents of this tele-copied information is strictly prohibited, and that the documents should be returned to this company immediately. Therefore, if you have received this telecopy in error, please notify us by telephone at (407) 328-5002 so that we may arrange for the return of the documents to THE TELEPHONE COMPANY OF CENTRAL FLORIDA, at no cost to you.

The Telephone Company of Central Florida, Inc.

Docket No. 981052-TP
Exhibit #___ (KEK-10)

3575 West Lake Mary Boulevard
Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002 Fax (407) 328-7454



Fax

To: NEIL HOLDEN	From: KEN KOLLER
Fax: 1-205-977-0037	Pages: 1
Phone: 205-977-0887	Date: MARCH 26, 1997
Re: ESSX ORDERS	CC:

☑ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply**

• **Comments:**

REFERENCE MY FACSIMILE OF MARCH 13, 1997. I HAVE NOT RECEIVED A RESPONSE TO THIS INQUIRY. PLEASE ADVISE ME AT YOUR EARLIEST CONVENIENCE WHEN ESSX ORDERS ARE GOING TO BEGIN PROCESSING THROUGH THE SYSTEM. THE DELAY IN THIS PROCESS IS AGAIN CAUSING ORDERS THAT WOULD BE ESSX TO BE MOVED AS 1FB ACCOUNTS. WE ARE AGAIN BUILDING A BACKLOG OF CUSTOMERS THAT WILL HAVE TO BE MOVED TWICE. I ALSO NEED A FINAL AND DEFINITIVE RESPONSE ON THE #5ESS DIALTONE ISSUE. HAS THIS BEEN RESOLVED OR NOT?? I WANT YOU TO UNDERSTAND THAT WE ARE GOING TO BE SENDING 150-200 ORDERS NEXT WEEK AND THAT NUMBER WILL CONTINUE TO INCREASE WITH EACH SUCCESSIVE WEEK. PLEASE ADVISE ME IF THE ESSX SERVICE REQUEST FORM THAT I SENT TO YOU IS ACCEPTABLE TO IMPLEMENT ORDERS. KIP RIPPER AND BILL FRENCH DISCUSSED HAVING AN ORDER THIS WEEK.

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BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

March 26, 1997

Ken Koller
3551 West Lake Mary Boulevard
Suite 210
Lake Mary, FL 32746

Dear Ken:

We have been working on and looking up the 1FB accounts on the +/- 70 orders that you sent to BellSouth on 2-21-97. Some of the requests will be sent to the LCSC by 3-28-97.

Additionally, we cannot accept the LSR sheet that TCCF made up for BellSouth's ESSX service, and we have rejected similar forms from other CLEC customers. All CLEC customers must fill out completely and accurately the BellSouth LSR form and any additional documents for the service being ordered. The ESSX worksheets that you made for each switch type can only be used for these +/- 70 orders.

New 1FB to ESSX requests need to be sent directly to the LCSC with the LSR and the BellSouth ESSX Service Request sheets filled out. All CLEC's are to fill out the applicable BellSouth ESSX or MultiServ Service Request sheets that pertain to whatever or how many stations, NARs, features, and restrictions are being ordered. You will need to put in the remarks section of the LSR what the 1FB account number is and if you want us to disconnect the entire account. The LCSC will issue an order for exactly what the forms indicate.

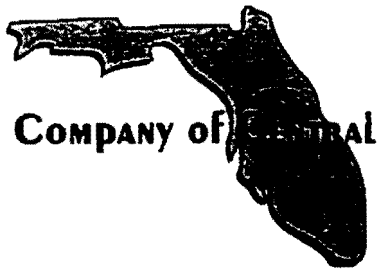
New OLEC-to-BELLSOUTH Ordering Guidelines (Resale) will be handed out at the OLEC Conference to be held in Atlanta on 4-1-97. The information and forms in the new guidelines will supersede all information and forms in the old guidelines.

If you have any questions, please call Bill French at 205-977-0535 or Neal Holden at 205-977-0887.

Sincerely,

Bill French
Sales Director

cc: Joe Baker
Bill Bolt
Fred Monacelli
Barbara Gene Warren
Neal Holden



Telephone Company of Central Florida, Inc.

TO: KIP RIPPER APRIL 28, 1997

FROM: KEN KOLLER

There were six accounts switched to ESSX service on April 23rd, 1997. , at 5:00 a.m. and then moved into DECAS at 6:00 p.m. The systems that were moved were typical of the systems that we have in our 1FB database. The following problems have occurred since that change. Four of the customers have had problems since the conversion to ESSX service. The customer specific database information for any customer with MemoryCall experiences the loss of passwords and must re-input the BellSouth provided passwords.

MemoryCall was a problem for two of the accounts. The feature access codes change when the account is moved from 1FB to ESSX. This causes problems with all 1FB feature access codes that the customer uses on a regular basis. The code for call forward variable, a commonly used feature changes from 72# to *72. This caused a severe problem for one of the switched accounts. The last situation which we experienced is the most significant, since it affects the long distance and calling capability of the customer. The T1 associated with the ESSX system in Orlando is backhauled through Wiltel Atlanta. The dialing access over the normal network is carried through Wiltel Ft. Lauderdale.

The customer specific information resident in the Ft. Lauderdale switch is not resident in the Atlanta switch, therefore, account codes and other dialing information is not available for the ARS table to act upon. Two customers experienced difficulties due to this situation. The customer database information must be moved to the Atlanta Wiltel switch for this to operate correctly.

We will also need to verify where each database is stored and what affect the change from 1FB to ESSX will have on each individual customer, based upon his features and dialing patterns. A program must be implemented to notify customers that they are being moved to Metro Service and that new feature codes will be applicable. A small feature guide from TCCF will be necessary to avoid the type of problems that we experienced with this last group of customers. The dialing pattern problem also affects 800/888 dialing access since this is part of the program entered into the Wiltel database.

The temporary fix for the dialing problem is to change the ARS table to direct calling out over the NARs and not the T1 access. This should allow the calls to be directed through the Wiltel Ft. Lauderdale switch where they can be handled properly. The only fix for the feature code problem is to call the customers and educate them on the use of the new codes.

All American Truck and Trailer is very upset and wants to direct his frustration at the organization responsible for his problems this weekend. His organization could not call forward lines until Friday evening, when that part of the problem was resolved. The dialing problems still existed as of Saturday evening when I talked to Donna Hartley with the BellSouth Interconnection Services Team. She was trying to get someone to finish the translations to move the long distance calling back to the NARs for normal network access.

We must construct and implement a plan to resolve these problems prior to moving forward with the change over to ESSX service from 1FB. All departments should be involved with the implementation of this plan since it impacts all departments. Please advise me of your evaluation of this situation and tell me how you would like me to proceed.

CC: Marisela Rivera – Customer Service

DMS 100

SLA NUMBERS		HUNT GROUP DESIGNATORS
1 = TCCF.		
1	ALL AMERICAN TRUCK & TRAILER	A
2	DANIEL VNADESSTRUCK	B
3	INSURANCE MANAGEMENT GROUP	C
4	JOHN DADDYSMAN	D
5	MCCLANE PROFESSIONAL ORGANIZATION	-
6	MYSTIC GRANITE & MARBLE INC.	E
7	ORLANDO SOCCER, INC.	F
8	PATRICIA MILLER	-
9	KEVIN PRIBALL	G
10	RACHAEL BAIL BONDS	H
11	RAY RAMU	-
12	STUART SMITH	I
13	RUSS RUSSELL - UPSTAIRS DOWN	J
14	USA TOURIST SERVICES	K
15	UNITED AMERICAN BANK OF CENTRAL FLORIDA	L
16		
17		
18		
19		
20		

SLA 5 - Mcclane Prof.
SLA 13 - Florida Mac
SLA 14 - Vanderstreek
SLA 15 - Ins. Mgmt Group
SLA 16 - All Amer. Truck
SLA 4 - AR Miller Engineering
SLA 3 - Charles Landry DCA Portland
SLA 2 - Whittaker Stump

- ①

② Ins Mgmt - Memory call did not work

③ McClane Professionals
- ① Memory call did not work - Now they have reset mail boxes but they are not working -
- ② Acct codes do not work
- ③ Unable to dial 800 #'s

④ Mystic Granite & Marble
- ① Unable to dial 800 #'s
- ② Able to dial l.d., however when they dial l.d and depress the #1, the dial tone does not go away.

⑤ Russ Russell
- Unable to dial 800 #'s

⑥ All Am Truck
- ① Unable to dial 800 #'s
- ② Acct codes are not working
- ③ Unable to transfer line to their answering service.

DAN Vanderstreek

SLA 2-56 W MURIEL ST

872-0263
246-1690

CY6FQ762
Due Date 4-23-97

Inc. Manager Grp.

SLA 2- 620 E COLONIAL DR.

Memorycall 839-0057-(HAS DECAS FEATURE - CALL FORWARD DON'T ANSWER)
426-9161
648-2190
648-2191
839-0125

CYINN229
Due Date 4-23-97

McLane Prof Assoc.

SLA 5- 712 BRYN MAWR ST.

Memorycall 872-0600 (HAS DECAS FEATURE CALL FORWARD DON'T ANSWER)
872-0688-(HAS DECAS FEATURE CALL FORWARD DON'T ANS)
872-1196
872-1227-(HAS DECAS FEATURES CALL FORWARD DON'T ANSWER & CALL FORWARD BUSY LINE)
872-2205
872-8617-(HAS DECAS FEATURE CALL FORWARD DON'T ANSWER)

CY5WNPL6
Due Date 4-23-97

Mystic Granite & Marble.

SLA 6-100 W. COLONIAL DR.

872-7717
872-7063
872-7905
872-7816
872-7750
872-7340
872-7712
872-7805

CY01HPL1
Due Date 4-23-97

SLA 13-35 W PINE ST Russ Russell (upstairs Down)

426-7541
426-1279
426-1280
426-1286
426-9588
648-8000
872-0476

CYDXMKK8
Due Date 4-23-97

All American Truck Trailer

SLA 16-2109 S DIVISION AV

872-7818-(HAS DECAS FEATURE - CALL FORWARD VARIABLE)
872-7817
872-7034

CYTQQ808
Due Date 4-23-97

F A X T R A N S M I S S I O N

ConQuest Telecommunication Services Corp.
5500 Frantz Road, Suite 125
Dublin, OH 43017
Phone: (614) 764-2933
Fax (614) 764-4801
World Wide Web: http://www.smartpages.com/conquest

ConQuest

Date: April 27, 1997 08:01

To: 4073211454

From: ConQuest Live800 Operator

Pages: 1 (including this page)

Message From: Jay Hopkins
Phone: 4078727818
Date: Apr 26, 1997 1:17:58 PM

All American Truck and Trailer Repair. He said that they can't dial out 800 numbers and can't block long distance calls. He said that there is a 4 digit code to access long distance calls and he said that the system is letting them call long distance without the code. He wants this fixed as soon as possible. He spoke with someone from Bell South and they are looking into it on their end also. He is with Bell South. He said that he has been having this problem for the past 2 days and no one has repaired it yet. He would like someone to get in contact with him as soon as possible.

Paged on call at 1:17

BELLSOUTH

BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

May 16, 1997

Ken Koller
The Telephone Company of Central Florida
3575 W. Lake Mary Blvd.
Suite 106
Lake Mary, FL 32746

Dear Ken:

I have researched the issue in a 5ESS switch of turning off the second dial tone when a T1 terminated in an ESSX common block is accessed through ARS (automatic route selection). This is not a tariffed offering and would require a Special Assembly. New Special Assembly's are not allowed to CLEC's.

Sincerely,

Tom Bolding

cc: Bill French
Neal Holden

TELEPHONE CO OF CENTRAL FLORIDA
3575 W. Lake Mary Boulevard. Suite 107
Lake Mary, Florida 32746
Phone: (407) 328-5002 X106 Fax: (407) 328-5895

For Your Information

To: Neil Holden	Fax Number: 1-205-977-0037
Company : BellSouth Interconnectiion Services	Date : 6/20/97

From : KENNETH E. KOLLER	Fax Number : 1-407-328-5895
Company : TCCF	Pages including cover page: 1

Subject : T1'S for ESSX

Comments:

Neil, the T1's from Wiltel for the ESSX systems are now scheduled for installation during July and August. This will include all circuits for all 23 central offices where we have ESSX systems scheduled. We want all ESSX systems turned up by the end of August. We are implementing a sales program to populate all of these systems. I have a schedule for the implementation of this project which I will provide to you. In addition, we need to implement the T1 arrangement in all three of the Orlando central offices. This requires operational testing of the ISDN T1 circuits from Wiltel to BellSouth.

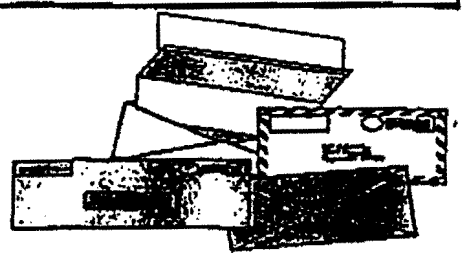
The #5ESS dialtone problem needs to be resolved. Please provide the tariff number and section that describes ARS and assumed dial 9 and the second dial tone associated with the implementation of these two features. I don't believe that assumed dial 9 and ARS are mutually exclusive of each other, nor have I read a tariff section that describes the second dial tone problem associated with the implementation of these two features together. It appears that this dial tone problem is a technical problem within the #5ESS office and not a special assembly problem for the end user.

Please provide an update on the remaining orders sent in February. We are anxious to implement the remainder of these orders and proceed with the move of new accounts.

I also need the documentation that describes the calling features, their access codes and their use and implementation for an end user customer. We will be providing a brochure for the end user of these services. I also want a formal and final clarification of the features you will not provide on ESSX service so that we can evaluate the impact this will have on the move of our customer base into these systems.

Time is now of the essence. Please address this fax at your earliest convenience. Thanks.

FAX COVER SHEET



BellSouth Interconnection Services
Your Interconnection Advantage

DATE 6-30-97

TO Norman Ripper FAX # (407 302-0406 407 328-5002 X113

FROM: BellSouth Interconnection Services Account Team

JUDY WOODS
ROOM SO. E4E1
3535 COLONNADE PKWY.
BIRMINGHAM, AL 35243

(TEL) 205-977-1724
(FAX) 205-977-0037

Total number of pages including cover 2

COMMENTS: I've attached a list of the customers with features going into ESSX 407 290-3485. Also access codes are provided for the features. If you have any questions please call.

Internet Address: BellSouth Interconnection product/services information is available via internet @: http://sli.iweb.net/interconnect/

407 290-3485

1. Michelle Dries - 407 292-6715
Call waiting

Jose's
2. East West Auto Body - 407 297-8544
Call return

3. J & B Electric - 407 293-5984
Call forward variable

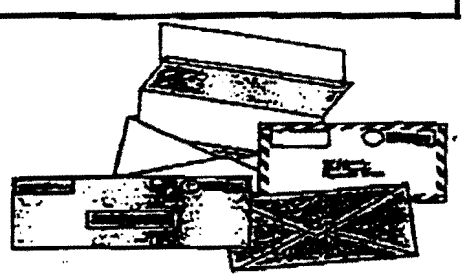
4. J. Ruane-Ihrig 407 296-2716
Call waiting Call Forward

5. Feature Wallcoverings Inc - 407 292-5757
Call forward variable
Call waiting

Access Codes

CALL HOLD - #76
CALL FWD VARIABLE - ACTIVATE #72 DEACTIVATE #73
CALL PICK UP - GRP 1 = #95 GRP 2 = #96
CALL WAITING - TO CANCEL - *70
CALL RETURN - *69

FAX COVER SHEET



BellSouth Interconnection Services
Your Interconnection Advantage

DATE 7-1-97

TO Ken Koller TN FAX # 407 328-5002 X106 (407 328 7454

FROM: BellSouth Interconnection Services Account Team

JUDY WOODS
ROOM SO. E4E1
3535 COLONNADE PKWY.
BIRMINGHAM, AL 35243

(TEL) 205-977-1724
(FAX) 205-977-0037

Total number of pages including cover 6

COMMENTS: Attached is a list of customers to be switched into Essx 407 425-4222, that either can't be switches or need clarifications. Please send information needed to proceed. Any questions please call me.

Internet Address: BellSouth Interconnection product/services information is available via internet @: http://ssl.iweb.net/interconnect/

EXHIBIT I
(Page 1 of 2)

CLARIFICATION FORM

DATE: 7-1-97 PAGE 1 OF 5

OLEC: TELEPHONE COMPANY OF CENTRAL FL PON: NOT AVAILABLE

ISSUED BY: KEN KOLLER TEL #: 407 328-5002 X 106

REASONS FOR CLARIFICATION REQUEST:

1. 407 636-0274 - Tilden Lobnitz
Mileage 40.48 too far for 2wk.

2. 407 841-4221 - Paul & Lynn Knepper
Mileage 5.86 too far for 2wk.

3. 407 425-2515 - Roderic Lacy
This is not a TCCF account & is not Roderic Lacy.

4. 407 783-0776 - Roderic Lacy
This is not a TCCF account & is not Roderic Lacy.

5. 407 422-6709 - Beth Green
Account hasn't been switched to TCCF, you will need to send a LSR.

6. 407 422-3811 - Milton Clement
Customer has remote access to call forward & they have a special PIN # for access. Its not available to me & in order to keep same PIN # customer will need to provide it.

SPOKE WITH: _____ CBR #: _____

DATE: _____ TIME: _____

Sent By: Judy Woods
305 977-1724

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION.
May Not Be Used or Disclosed Outside the BellSouth Companies Except Pursuant to a Written Agreement.

EXHIBIT 1
(Page 1 of 2)

CLARIFICATION FORM

DATE: 7-1-97 PAGE 2 OF 5

OLEC: TELEPHONE CO OF CENTRAL FL PON:

ISSUED BY: KEN KOLLER TEL #: 407 328-5002 x 106

REASONS FOR CLARIFICATION REQUEST:

7.) 407 322-8358 - Darlene Spezzi
Customer has wire maintenance plan, its not available with complex essx. Also they have remote access to call forward I will need to provide PIN # in order to help the same.

407 843-8558 - Thomas Goldman
Customers service disconnected on 1-15-97 order # DYK3R081.

9.) 407 423-1093 - Charles Kilitas Atty
Customer has foreign central office, meaning they have telephone #s from a central office other than their own servibg central office. Can't put it into the essx.

10 407 849-6590 - Value Tile
Customer has ringmaster service, its not available with essx.

SPOKE WITH: CBR #:

DATE: TIME:

Sent by: Darby Thrasher
205 977-1724

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION.
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EXHIBIT 1
(Page 1 of 2)

CLARIFICATION FORM

DATE: 7-1-97 PAGE 3 OF 5

OLEC: TELEPHONE CO OF CENTRAL FL PON:

ISSUED BY: KEN KOLLER TEL #: 407 328-5002 X 106

REASONS FOR CLARIFICATION REQUEST:

11. 407 843-1591 - Gary + Terry Ryan
Customer has caller ID Deluxe, not available with Essx. They can have Basic caller ID but will not provide calling parties names.

12. 407 422-8948 - Orange Ave Cutco
Customer back to Bellsouth on 6-2-97. Will need LSR to switch back to TCCF. wait in February

13. 407 841-3731 - Days Inn of Orl
Customer has PBX trunks so multi line hunt. If moved into essx it will bill an additional 35.22 per month for each main station line terminating as trunks. Do you want this? TARIFF 7/12.28

14. 407 841-8746 - Arnold Eagan Matheny
Customer has wire maintenance plan, this is not available with Complex essx.

15. 407 423-0003 - Commercial First Properties
Customer has 3 new lines 841-9761, 843-3511 + 843-6067. These arent on your request. OK to put in essx?

SPOKE WITH: CBR #:

DATE: TIME: Sent by: Judy Swords
205 977-1724

EXHIBIT 1
(Page 1 of 2)

CLARIFICATION FORM

DATE: 7-1-97 PAGE 4 OF 5

OLEC: TELEPHONE CO OF CENTRAL FL PON:

ISSUED BY: KEN KOLLER TEL #: 407 328-5002 X106

REASONS FOR CLARIFICATION REQUEST:

16 407 423-1200 - Commercial first Customer has new line 423-1041 not on records at time request sent. Will move into essx. Is this OK?

17 407 841-1080 - Hunter Agency Telephone: ~~422-7083~~ 841-9988 is not TCF account + it has been disconnected.

18 407 849-1144 - Matthew Darden Customer has wire maitenance plan, this is not available with Complex Services (ESSX).

19 407-843-7935 - Timothy Murray Customer has wire maitenance plan, This is not available with Complex Services (ESSX).

20 407 841-9050 - Tilden Lobnitz Customer has PBX DID trunks.

21 Please provide PON #'s for all accounts converting to Essx system 407 425-4222

SPOKE WITH: CBR #:

DATE: TIME: Sent By: Judy Woods 205 977-1724

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EXHIBIT 1
(Page 1 of 2)

CLARIFICATION FORM

DATE: 7-1-97 PAGE 5 OF 5

OLEC: TELEPHONE CO OF CENTRAL FL PON:

ISSUED BY: KEN KOLLER TEL #: 407 328-5002 X106

REASONS FOR CLARIFICATION REQUEST:

22 407 855-9917 - Advantage Fire Protection
This customer is @ 3510 Admiralty Ct.
Lk Ida FL Mileage 5.65 too far for loop.

23. 407 843-8241 - Advantage Fire Protection
This customer is @ 315 18th St, Orlando & associated #'s 843-8164, 843-8267, 843-8528 + 843-8701 can be moved into esas.

24. 407 855-9927 - Advantage Fire Protection
This is a residence customer & not TCCF account.

25. 407 849-1988 - WALKER INSURANCE
CUSTOMER HAS A BACK UP LINE OF 849-1972, this is not available on ESAS services.

SPOKE WITH: CBR #:

DATE: TIME:

PRIVATE/PROPRIETARY
CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION.
May Not Be Used or Disclosed Outside the BellSouth Companies Except Pursuant to a Written Agreement.

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.28 Digital ESSX® Service - Vintage II (Cont'd)

A112.28.7 Common Rates And Charges (Cont'd)

A. General (Cont'd)

1. Station Lines (Cont'd)

j. Main Station Line Terminated as a PBX Trunk

(1) Where a Digital ESSX® service Main Station Line is terminated as a PBX Trunk in customer provided equipment, the appropriate recurring charge specified in A112.28.7.C.6. of this Tariff will apply in addition to the appropriate main station line rate (intercom and milcage).

2. Subsequent Training

a. After the initial installation of the subscriber's system, subsequent training will be provided at the charges indicated in Section A12.20.8.D of this Tariff.

B. Nonrecurring

1. The following nonrecurring charges for service are in addition to any applicable service connection, move, change and installation charges provided for in other sections of this Tariff.

a. Service Establishment Charge

(1) Initial Service Establishment Charge

	Nonrecurring Charge	USOC
(a) Each Digital ESSX® service-VS system	$1,000.00	NA
(b) Each Digital ESSX® service-S system	1,000.00	NA
(c) Each Digital ESSX® service-M system	1,500.00	NA
(d) Each Digital ESSX® service-L system	2,000.00	NA

b. Installation Charges

(1) These charges apply as specified, when an optional feature is added or changed. These charges apply in addition to other applicable nonrecurring charges.

(2) One or more optional features may be provided at the same time and in such instances the specified installation charge will apply for each feature provided.

c. Service Connection Charges

(1) Service charges as specified for business service in Section A4 of this Tariff are applicable for each main station line, console access loop, extension station line, etc.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

®Registered Service Mark of BellSouth Corporation

To: Judy Woods

July 29, 1997

From: Ken Koller

Subject: ESSX Service

We have requested that all ESSX systems be turned up in the 23 central offices throughout the State of Florida. We have identified the following items that need to be either addressed or implemented to assure us of a smooth transition for our customers from 1FB to Metro Service.

- First, the second dial tone problem when dialing in the #5ESS central office still remains. BellSouth has notified us that they can fix the problem, but only with a "special assembly", which is not available to Reseller organizations. Please provide the tariff and section which addresses this specifically for ESSX Service.

- Second, Inside Wire Maintenance. What product or alternative is available to satisfy this requirement?

The following are responses to your facsimile dated 7-1-97, but not received until 7-28-97.

- Items 1 & 2 reference "to far for ESSX". Please explain what this means.

- Items 6, 7, 14, 18, & 19 reference inside wiring maintenance. What options are available to TCCF to replace this capability?

- Items 6 & 7. The initial 90 orders sent to BellSouth in February were to be put into the order system by your account team. The delay in writing and implementing these orders does not excuse your organization from meeting the original obligation and commitment by Joe Baker.

- Item 9 references separate central offices. Several customers are located in an area served by two central offices and have numbers from both. We have ESSX for both C.O.s. I don't see why our customer cannot have numbers in both ESSX systems. Please advise.

- Item 10 may be served in some cases by distinctive ringing. I need to know the ringmaster arrangement to make this determination.

- Item 11 should be dependant upon the serving central office. Please reference the tariff and section which precludes our providing this feature.

- Item 12. This customer went back to BellSouth in June, 1997. If you had provided the ESSX change prior to June we probably would have been able to keep this customer with TCCF.

- Item 13, Don't forget that we are grandfathered for ESSX service prior to May 30, 1996. Move this customer anyway.

- Item 15 & 16, these changes took place because of the lengthy delay by BellSouth in moving this customer from 1FB to ESSX.

- Item 20, use incoming only NARS to accommodate this requirement.

- Item 21 reference PON numbers. We will not be providing PON numbers for these initial 90 customers per our agreement with your organization. The delay in your implementation does not supercede your requirement to attain the required information to properly move these accounts into our ESSX database.

Please provide an accounting of all items submitted in the original order transmittal from my offices to BellSouth. I want to know the status of all remaining ESSX orders.

To: Kip Ripper

August 3, 1997

From: Ken Koller

Subject: T1 special assemblies for ISDN and CAMA Trunk ANI information processing.

Special Assembly Number SE974897-01 has been issued to provide for the provisioning and installation of ISDN T1's for the DMS systems and the #5ESS systems.

Special Assembly Number SE974900-00 has been issued to provide for CAMA Trunk Format to provide the required ANI information out of the #1AESS offices. This has never been used in this capacity prior to this special assembly arrangement.

This also should allow us to have BellSouth issue and implement the special assembly which we know they have to correct the #5ESS central office problem with the double dial tone situation.

If you have any questions or input regarding these items please let me know.

[Urgent]

BellSouth Interconnection
Complex Service Center
3535 Colonnade Parkway
Birmingham, AL 35243
Office 205-977-1724
Fax 205-977-1171

BELLSOUTH

Fax

To:	Norman Ripper	**From:**	Judy Woods
Fax:	407 321-1454	**Pages:**	
Phone:	407 328-5002 x113	**Date:**	August 25, 1997
PON:	198, 1255,1256 & 1242	**CC:**	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

• **Comments:** These #'s are in Dms ofc & I will need Essx worksheet for that switch. 246-1641 Pon 198, 872-1014 Pon 1255, 648-0840 & 648-8496 Pon 1242. 894-7186 Pon 1256 is in 5e ofc & will need Essx worksheet for that switch. Pon 1242 American Phoenix & Pon 198 Commercial First had a mixture of lines in 1a ofc & Dms ofc. When I get Essx worksheets for the lines in Dms ofc I will move 1a lines also. This will keep Everything together for customer. Any quests please call.

Judy,

Per our previous conversations with Joe Baker it is up to the Interconnection Department to generate this paper work. It is no longer TCCF's responsibility. If you have any questions call Ken Koller. 407-328-5302 Ext. 10

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

August 29, 1997

Norman Ripper
Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

Dear Norman:

This letter is to acknowledge receipt of your Bona Fide Request for passing of calling line number information related to ESSX or MultiServ service to a dedicated T1 in the 1A, 5E, and DMS switches, dated 8/18/97. The request has been assigned the following reference number: BFR97-017TCCF.

Your request is currently being evaluated and BellSouth will respond with a Preliminary Analysis of findings by September 17, 1997.

Should you have questions regarding your request, please feel free to call Tom Bolding at 205-977-9802.

Sincerely,

Michelle Culver

Michelle Culver
Manager, Interconnection Services

cc: Jerry Hendrix
Lawayne Thrasher
Tom Bolding

(R)

Telephone Company of Central Florida

3575 West Lake Mary Boulevard
Lake Mary, FL 32746
(407) 302-1160

September 9, 1997

To: K. Ripper

From : D. Casement

Re: Lines disconnected by BellSouth

Kip,

During the evening of 9/3/97 a number of our accounts were to be moved by BellSouth into the ESSX system. Every line involved in this move was disconnected. There were seven business customers affected with a total of 72 lines. For more than half the business day of 9/4/97, all calls to these numbers received a disconnect recording.

I have attached the following:

1) a complete listing of the businesses / lines effected,

2) a copy of the letter we mail to our customers a week before an ESSX move,

3) a copy of a letter I received from one of the businesses effected by the disconnect.

In addition, Arnold, Matheny, & Eagan has left us as a result of this; and Walker Insurance is demanding a full page advertisement in the Orlando Sentinel explaining to their customers what transpired.

Should you need any additional information, I have a complete set of records, including all relevant dates, times and parties involved.

Don

cc: file

Telephone Company of Central Florida

3575 West Lake Mary Boulevard
Lake Mary, FL 32746
(407) 302-1160

Telephone Number	Customer Name
(407) 841-1550	**Arnold, Matheny & Eagan**
407 423-7754	
407 423-7824	
407 423-7830	Contact - Lisa Booth
407 425-7068	
407 841-8746	
(407) 422-7487	**ZHA Inc.**
407 422-0071	
407 422-0178	
407 422-2843	
407 422-3246	
407 422-7413	Contact - Sandra Foerster
407 422-7488	
407 422-7498	
407 422-7499	
407 422-7509	
407 423-8240	
407 841-1529	
407 841-5898	
(407) 849-1988	**Walker Insurance**
407 423-0018	
407 423-0637	
407 423-8170	
407 849-0238	
407 849-1972	Contact - Susan Roy
407 849-5164	
407 849-5165	
407 849-5167	
407 849-5171	
407 849-9843	
407 849-9844	
800 881-1988	

9/4/97 DISCONNECT RECORDING UNTIL AT LEAST 1:30PM

9/4/97 MAIN # OKAY ALL OTHER LINES DEAD

9/4/97 DISCONNECT RECORDING AT 9:55 AM

10:30AM √ID FOR TRBLE"

12:35PM "√D FOR TRBLE"

ALL OKAY AT 1:40PM

9/4/97 4:25PM MAIN # RECORDING "LN BEING √ID FOR TRBLE"

9/16/97 MAIN # "# DISCONNECTED" RECORDING ON UNTIL 11:30AM

Telephone Company of Central Florida

3575 West Lake Mary Boulevard
Lake Mary, FL 32746
(407) 302-1160

Vestal & Wiler

407 841-6694
407 841-8512
407 841-9019
407 841-9112
407 841-9205
407 841-9512
407 841-9519
407 841-9533
407 843-1383

Contact - Holly Grinnell

9/4/97 9:50 Am ⊠ " # DISCONNECTED"
10:20Am -> " # DISCONNECTED"
9/4/97 1:45. ALL LNS OKAY

(407) 841-6168 **Harmon Glass**

407 423-0249
407 423-7606
407 423-8004
407 423-8013
407 423-8020
407 423-8023
407 423-8036
407 841-0309
407 841-0558
407 841-2605
407 841-5428
407 841-7575
800 457-2627

Contact - Spencer Schnacky

9/4/97 10Am - " # DISCONNECTED
9/4/97 11^{30}_{AM} - ALL LNS OKAY
9/4/97 2^{35}_{PM} 407 423-7606 - DEAD

(407) 841-0795 **Women's Center for Radiology**

407 841-4451
407 841-2298
407 841-2297
407 M291193

Contact - Ms. Vickie Crews
(407) 841-0446

9/4/97 9:15Am - " DISC"
9/4/97 9:50Am - ALL OK

(407) 425-1334 **Sunniland Travel**

407 425-0782
407 425-1335
407 425-1336
407 425-1337
407 644-1330
407 841-3549
407 841-3791
407 843-4191
407 849-6321
800 347-1334

Contact - Gwen Magyar

9/4/97
DISCONNECT RECORDING
UNTIL 1:15PM
9/4 1^{35}_{PM} - ALL LNS OK

TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.

Dear TCCF Customer,

We are now moving customer accounts to our Metro Service Plan. This is the plan that makes it possible for your company to receive the 9.9 cents a minute that has been in effect since you became a TCCF customer. Once your account is in our Metro Service System your feature codes will automatically change. This change has been scheduled to have a minimal affect on your business operation. We will move each Metro Service account after 4:00 P.M. on September 3rd & 4th. If you experience any difficulty please call our Special Services department at 407-328-5002 ext. 113 or 106.

Your new feature codes are as follows:

Call Hold:
The call hold feature can be utilized by following these instructions: When a call needs to placed on hold enter (#76). Dial tone will then follow and another call can be made. Once the second call is finished enter (#76) again to speak with the original caller.

Call Forward Variable:
Call forward variable can be activated by following these instructions: Pick up the handset and listen for dial tone. Enter (#72) and listen for a second dial tone. Enter the designated number that calls are to be forwarded too. When the called number answers the call forwarding has been established. Call forwarding can be deactivated by lifting the handset to receive dial tone. Enter (#73) and listen for a second dial tone. Call forwarding has be deactivated.

Call Waiting:
Call waiting can be disabled for a particular phone call, preventing any interruption to that call. Lift the handset and receive dial tone. Enter (*70), wait for dial tone, and enter the number that is to be called. Once the call is completed call waiting will be automatically reactivated.

Call Return:
The call return feature can be used by following these instructions: Lift the handset and receive dial tone. Enter (*69) and the last number that called will automatically be dialed.

Thank you for your business.

Sunniland TRAVEL BUREAU, INC.
13 SOUTH MAGNOLIA AVENUE • ORLANDO, FLORIDA 32801
(407) 425-1334 • FAX (407)843-4191 • (800) 347-1334

THIS ACCOUNT WAS GIVEN A ONE-TIME $1800.00 CREDIT.

SEPTEMBER 8, 1997

CUSTOMER SERVICE
ATTN: DON CASEMENT
TELEPHONE COMPANY OF CENTRAL FLORIDA
3575 WEST LAKE MARY BLVD SUITE 107
LAKE MARY FL 32746

RE: ACCOUNT 4074251334

DEAR DON,

WE OBVIOUSLY HAVE A NUMBER OF SUBJECTS TO DISCUSS.

ON SEPTEMBER 4, 1997 I WAS ALERTED AT 715AM BY A MEMBER OF MY STAFF THAT OUR OFFICE PHONES HAD BEEN DISCONNECTED. I HAVE A NUMBER OF CONCERNS TO EXPRESS TO YOU.

THE FIRST CONCERN I HAVE IS THAT YOUR RECORDING INDICATES YOUR SERVICE DEPARTMENT OPENS AT 730AM. I PLACED CALLS LEAVING MESSAGES AT 735AM. . . .745AM. . . AND 755AM. NO ONE RETURNED MY CALL. FINALLY AT 800AM I SPOKE WITH FAYE WHO ADVISED ME TCCF WAS AWARE OF THE SITUATION, BUT OF COURSE, NO ONE BOTHERED TO CALL TO ADVISE ME.

MY SECOND CONCERN IS THE RECORDING CLIENTS WERE RECEIVING INDICATED THE PHONES HAD BEEN DISCONNECTED. THIS WAS RATHER OMINOUS SOUNDING SINCE TRAVEL AGENCIES HAVE A HISTORY OF GOING OUT OF BUSINESS "OVERNIGHT". SUNNILAND TRAVEL HAS BEEN IN BUSINESS SINCE 1930. I HAVE BEEN A PRINCIPAL IN THE BUSINESS FOR 21 YEARS AND FORTUNATELY, MOST CLIENTS KNOW THIS WAS NOT THE CASE. BUT WHAT ABOUT THE FIRST TIME REFERRAL CUSTOMER? I AM DEMANDING A LETTER OF APOLOGIZE BE PROVIDED TO ME GIVING A COMPLETE EXPLANATION OF THE PROBLEM. I AM HOLDING YOU RESPONSIBLE FOR PROVIDING THIS LETTER. MY CHECKS ARE WRITTEN TO TCCF AND AS FAR AS I AM CONCERNED MY SERVICE IS PROVIDED BY TCCF.

THE THIRD CONCERN IS MONETARY. SUNNILAND TRAVEL GENERATES BUSINESS IN THE AMOUNT OF APPROXIMATELY $21,000.00 DAILY. IF YOU DISBELIEVE ME, I CAN CERTAINLY PROVIDE YOU WITH DATA PROVING THIS AMOUNT. FROM THAT MY NET EARNINGS DAILY ARE APPROXIMATELY $2500.00. AGAIN, I NUMBER THAT CAN BE PROVEN TO YOU SHOULD YOU REQUIRE IT. APPROXIMATELY 85% OF MY BUSINESS IS CONDUCTED BY PHONE. I WAS "OUT OF BUSINESS" FROM 830AM UNTIL 130PM ON SEPTEMBER 4TH OR FIVE HOURS. WE ALSO EXPERIENCED A ROTARY LINE PROBLEM WHICH CAUSED US TO MISS A NUMBER OF INCOMING CALLS ONCE LINES BECAME ACTIVE. I DO NOT THINK IT UNREASONABLE TO ASK FOR A CREDIT OR CHECK IN THE AMOUNT OF $1800.00. THIS AMOUNT IS NOT NEGOTIABLE. QUITE FRANKLY, THIS IS A SMALL AMOUNT TO PAY TO KEEP GOODWILL BETWEEN TCCF AND SUNNILAND TRAVEL.

I SHALL EXPECT YOUR RESPONSE NO LATER THAN SEPTEMBER 15, 1997. MAKE NO MISTAKE, DON, THIS IS NOT A DEAD ISSUE FOR ME. WE MUST COME TO AN AMIABLE SOLUTION.

THANK YOU FOR YOUR COURTESY AND PROMPT ATTENTION, DON.

WITH REGARDS,

GWEN S. ROWE MAGYAR

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

September 17, 1997

Norman Ripper
Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

RE: BFR97-017TCCF

Dear Norman:

Your Bona Fide Request for passing of calling line number information related to ESSX or MultiServ service to a dedicated T1 in the 1A, 5E, and DMS switches, dated 8/18/97 has been developed. The estimated service interval following acceptance is:sixteen weeks. Following are the rates and charges to provide a primary rate ISDN special access tie line termination that will support up to sixty-four Kbps voice and data transmission and signaling (D Channel). This service is associated with Digital ESSX service in a DMS100 and 5ESS central offices.

REGULATIONS:

Customer must provide an interface that is compatible with the IDS interface in he Central Office.

Voice calls may be completed to both IDS and non-IDS lines.

Data transmission on the B Channel will be circuit switched at 64 Kbps within the switch and between IDS compatible central offices.

Primary rate service will be a central office interface to a special access carrier consisting of twenty-three Kbps (B) channels and 64 KBPS (D) channel. This service is for the transmission of digital signals only and uses only digital transmission facilities.

Rates and charges contained herein are valid only for termination of primary rate ISDN special access tie lines from the customer's premises and from other DMS100 and 5ESS type central offices.

RATES AND CHARGES

Rate Element	Non-Recurring	Monthly Recurring
Design/Project Plan Preparation	$ 545.00	$ 0.00
Primary Rate Access, Primary Rate ISDN Interface Utilized As A Tie Line (a) Per 5ESS central office	21,200.00	0.00
Integrated Digital Service, Primary Rate Access, Primary Rate ISDN Interface (23B+D) Utilized As A Tie Line Termination, Each	585.00	635.00
Integrated Digital Service, Primary Rate Access, Primary Rate ISDN Channel Tie Line Termination, Per B Channel	7.00	0.00
Digital ESSX Service DS1 Termination, Per DS1 Circuit Terminated	0.00	0.00
Digital ESSX Service DS1 Termination, Per DS0 Channel Activated	0.00	0.00

NOTES

All usual and applicable service connection charges and non-recurring charges as specified in the General Subscriber Service Tariff (GSST), Private Line Service Tariff (PLST), and/or Access Service tariffs apply to the activation, move or change of channel equivalents within ISDN primary rate access service packages as well as for installation of the basic service.

Tariff rates and charges for DS1 service and clear channel capability required to provision this service are in addition to the rates and charges listed herein.

Please respond with your acceptance of the Bona Fide Request proposed rates by returning the enclosed form along with a check for the design/project plan preparation charge of $545.00 by October 1, 1997. This charge represents the work involved with Marketing, Engineering, and Cost Analyst groups to develop costs and rates for the project, and is required in advance of implementation. Once received, an amendment to the interconnection agreement between BellSouth and Telephone Company of Central Florida (TCCF) will be provided to TCCF for execution of the requested provisioning .

Should you have questions regarding your request, please feel free to call Tom Bolding at 205-977-9802.

Sincerely,

Michelle Culver

Michelle Culver
Manager, Interconnection Services

cc: Jerry Hendrix
Lawayne Thrasher
Tom Bolding

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.
Please make check payable to BellSouth in U.S. funds.

CURRENT CHARGE DUE BEFORE	PAST DUE AMOUNT	TOTAL AMOUNT DUE	AMOUNT PAID
OCT 1, 1997	$0.00	$545.00	

REMIT PAYMENT TO:

BELLSOUTH
ATTN: ICS FINANCE - CRAIG WILLIARD
RM 34E38
675 WEST PEACHTREE STREET
ATLANTA, GEORGIA 30375

I ACCEPT THE PROPOSED RATES AND CHARGES FOR PROVISIONING OF BFR97-017TCCF

NAME AND TITLE

DATE

BELLSOUTH

BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

September 22, 1997

Mr. Kip Ripper, President
The Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

Dear Kip,

This letter is in regard to the Business Opportunity Request (BOR) recently submitted to you. We are pleased to inform you that upon receipt of a signed agreement, we can proceed immediately with implementation of your request in all DMS offices. We should be able to provide service to these locations in four weeks or less, depending on availability of facilities in each office.

I have also attached a spreadsheet showing availability of secure features 105 and 60 in our 5ESS Central Offices as well as mini T/PRI capacity. This is intended to show where we can implement your BOR request for miniT/PRI's into Wiltel's POP using the Centrex enhancement features for which we have submitted to you via the BOR. I have also included a technical description of the secure features 105 & 60. As you can see, we will not have PRI in the Pine Hills C.O. until January 1998 and in the Ft. Lauderdale-Oakland C.O until November 1997. However, we will escalate this request in an effort to provide capacity at an earlier date.

We have reviewed all costs with our pricing and rates experts and reaffirm that the prices quoted are based on actual costs incurred by BellSouth to implement your BOR. Upon your acceptance of the terms of the BOR agreement, we can provide service out of the 5ESS offices within four weeks if not sooner. We have begun issuing service inquiries to reserve PRI's in those offices that have low capacity and we will place firm orders upon acceptance of this agreement. In order to start the process, we will need the signed BOR returned to the account team with a check for the total non-recurring charges. This is necessary in order to load all the central offices at once and avoid additional non-recurring charges for individual installations.

If you would like to discuss this, please feel free to call me at (205) 977-9802 or Bill French at (205) 977-0535.

Sincerely,

Tom Bolding
Regional Account Manager

cc: Bill French
cc: Marc Cathey
cc: Barbara Gaterman
cc: Wanda Fee
cc: Rick LaGrange

CENTRAL OFFICE	Mini T's/ PRI's Available	Feature 105 Centrex Enhancement	Feature 60 (NI2)
Miami Grande	3	no	yes
Key West Main	2	no	yes
Gainesville Main	1	no	yes
Miami Hialeah	33	no	yes
Miami Beach	22	no	yes
Cocoa Main	11	no	yes
Orlando Pine Hills *	0	no	yes
Melbourne	37	no	yes
Vero Beach ***	6	yes	yes
Ft. Lauderdale Oakland **	0	no	yes
West Hollywood	7	no	no

* Facilities due 1/25/98

** Facilities due 11/97

*** In service - avialable without special assembly

NOTE: All numbers are curent in-service quantities which may vary with business demands

TRANSLATION GUIDE `5ESS(R)' SWITCH (TG-5) - 235-080-100 (AUGUST 1997)

4.4.1.28 SECTION 4a60 -- METRO HUB

4.4.1.28.1 FEATURE DESCRIPTION

Available with 5E6 and later, the Metro Hub is an enhancement to the LIGI feature and also extends Terminal Group functionality to PRI (Primary Rate Interface) trunks. The Metro Hub capability will allow the calling number to be sent to and from PRI users as long as the call originates and terminates within the same terminal group.

4.4.1.28.2 BACKGROUND

The ICLID (Individual Calling Line Identification Number Display feature, a 5E4 feature, is activated when the called party subscribes to ICLID CND (Calling Number Display) and the calling DN is available, the calling DN is displayed to the terminating station set. However, certain tariffs state that the Calling DN be displayed for calls within the Terminal Group only. The LIGI (Limited IntraGroup) ICLID feature was designed to enable the office to restrict calling DN display to calls that originate and terminate within the same Terminal Group.

4.4.1.28.3 TRANSLATION REQUIREMENTS

New Or Modified ODA Forms				
Form Name	Record Number	Division	Section	RC View
TGSRFD	5607	4	8A	12.21
TGSRTPA	5607	4	8D	5.29
SFSYS	5713-1	3	5AR	8.22

TGSRFD form (5607 Record) - These records are used to define the Terminal Group and Station Restriction Feature Definition. A new Data Rule was added.

TGSRTPA form (5607 Record) - This form is used to define each Terminal Group and Station Restriction Trunk Parameter. A new Data Rule was added.

SFSYS form (5713-1 Record) - This form is used by the SEE (AT&T System Equipment Engineer) to enable the feature for the operating company. Secured Feature ID must be set to "S" on the SFSYS form to make METRO HUB functional for the office.

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4.4.1.55 SECTION 4a105 – CENTREX PRIMARY RATE INTERFACE ENHANCEMENTS

4.4.1.55.1 FEATURE DESCRIPTION

4.4.1.55.1.1 General

The CENTREX PRI (Primary Rate Interface) Enhancements feature is a secured feature with secured feature ID 105 and having AT&T feature number 99-5E-1154. Available with 5E8 and later Software Releases, this feature provides the ability to assign tie trunk features to a trunk group with PRI D-channel (Q.931) signaling. In previous software releases, trunk groups with MF (Multi-Frequency), DP (Dial Pulse), and touch tone signaling can be assigned the following tie trunk features:

- o PFA (Private Facility Access)
- o ARS (Automatic Route Selection)
- o IDPs (Individual Dialing Plans)
- o SC (Speed Calling)

With the CENTREX PRI Interface Enhancement feature, these same capabilities can be assigned to a PRI trunk or PRI trunk group when the SFID 105 feature as been purchased (i.e., the ACT field for SFID 105 is set to "Y") and the Trunk Group (TGN) is defined on the TKGRP form with a Trunk Service Class (TRKCLASS) of "EDSL" or "EDSLHM".

4.4.1.55.1.2 Private Facility Access

The expanded PFA feature provides a private PRI communication link between customer locations served by different central offices or PBXs. The feature can be divided into two categories:

-- Outgoing to a PRI tie trunk

-- Incoming on a PRI tie trunk.

The capabilities necessary for outgoing PFA calls over a PRI have been available since 5E6. With these capabilities an outgoing PRI call originating from an attendant, a station in the terminal group, or incoming tie trunks is activated via dialed access codes ranging from one to five digits. Dial access by stations, PRI trunks, or the attendant is provided by the Dial Access to Private Facilities feature.

The CENTREX PRI Enhancement feature allows similar features for incoming calls coming to the 5ESS Switch over a PRI. When a business has several CENTREX terminal groups located in multiple switches that are interconnected by PRI tie trunks, the

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subscriber may request the tandem tie trunk dialing feature (part of PFA) to create a Tandem Tie Trunk Network. The tandem tie trunk dialing feature is activated via dialed access codes. All digits collected by the originating line are manipulated and sent as part of the setup message over the PRI by the originating office to the tandem switch. The tandem switch receives and manipulates the digits and routes the call to a remote switch. The call may terminate at the remote switch or the tandeming process may be repeated again, based on the digits dialed by the originating party and the capabilities assigned to the PRI tie trunks in each office.

The following PFA capabilities are not provided by this feature when the call is incoming via a PRI trunk:

- o Overlapped outpulsing
- o Cut-through dialing capabilities
- o ANI (Automatic Number Identification) over Private Facilities
- o Radio Paging Access
- o Recorded Telephone Dictation

4.4.1.55.1.3 Automatic Route Selection

The ARS feature allows flexible routing of calls over the first available (non-busy) PRI trunk. Routing is transparent to the end user because routing preference is provisioned via recent change. The ARS feature has been available since 5E6, but only as automatic entry ARS. With CENTREX PRI, ARS can be activated with an access code or with automatic entry, depending upon the ARS capabilities assigned to the lines and PRI trunks in the office.

4.4.1.55.1.4 Individual Dialing Plan

The IDP feature provides a common group numbering plan for all lines, trunks, and PRI trunks within the same CENTREX terminal group. An incoming call over a PRI trunk may contain one to fifteen digits, ten of which are then manipulated by the group numbering plan. Either the call is routed to the terminating line or the digits are sent as part of the setup message over an outgoing trunk. This feature allows intercom dialing, access to an attendant, attendant control of facilities, and dial access to private facilities between multiple switches linked by a PRI trunk.

4.4.1.55.1.5 Speed Calling

The SC feature allows a customer to specify a speed calling list containing dialing sequences, each of which is associated with a unique speed calling code. When the switch with this feature

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receives an incoming call with a valid speed calling code which was sent over a PRI, the system attempts to complete the call to the dialing sequences in the speed calling list. The Speed Calling feature provides the ability to store dialing sequences of up to 32 characters in length.

4.4.1.55.2 FEATURE ASSIGNMENT

4.4.1.55.2.1 General

The following are general restrictions applicable to the CENTREX PRI Enhancements feature:

- o The MetroHub feature (secured feature ID 60) is required. Therefore, SFID 60 ACT field on SFSYS Form (5713-1 Record) must be set to "S" (5E8) or "Y" (5E9(1) and later).

- o No provision is made for the collection of account codes or authorization codes for a CENTREX PRI.

- o The VFY:OFC (Verify Office) input command supports PRI trunks which have been assigned IDP and/or ARS. Craft personnel are able to check translations to determine where incoming and outgoing calls will be routed; VRY:OFC does not work with PFA.

- o If access codes, "*" and/or "#" digits are defined in a dialing plan used by an EDSL trunk from a 5ESS Switch to a 4ESS Switch, VRY:OFC output will not find this normally valid condition in error even though the AT&T Custom PRI protocol on a 4ESS Switch does not support access codes, "*" and/or "#" digits.

4.4.1.55.2.2 PFA

- o The trunk class for the PRI with the CENTREX PRI Enhancements feature is assumed to be "EDSL" or "EDSLHM". Because "EDSL" or "EDSLHM" trunk classes utilize 23B+D channel signaling, the following private facility classes are not supported:

  "PF"
  "PFITT"
  "PFLABH"
  "PFCPE"

- o If all private facilities within the group are busy (busy physical facilities), the ability to return reorder tone after dialing a PFA access code is not supported.

4.4.1.55.2.3 ARS

- o The following ARS actions are not supported:

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"ARSCP"
"ARSDCT"
"GPACT"
"GPDCT"
"FRLMAIN"
"FRLALT"
"FRLDMAIN"
"DFRLALT"
"DARSCP"

- o Similarly, the activate and deactivate use codes for ARS are not supported over the PRI. However, ARS actions "ARSUSE" (ARS use code dialed), "ARS1USE" (ARS use code dialed for dialing plan 1), and "ARS2USE" (ARS use code dialed for dialing plan 2) are supported.

4.4.1.55.2.4 Speed Calling

- o SC preconstructed or constructed features must be assignable to a PRI trunk member or a PRI trunk group via Recent Change. However, the following SC Customer Changeable List features are not assignable to a trunk:

"/SC1C"
"/SC1CP"
"/SC1CQ"
"/SC1CPQ"
"/SC2C"
"/SC2CP"
"/SC2CQ"
"/SC2CPQ"

- o If the PRI is assigned a SC feature, the administration of the SC entries can be done either by the service provider or via CORC (Customer Oriented Recent Changes) from a user directly connected to the 5E6S Switch. CORCs are not supported from the PRI.

- o Customer changeable attributes for SP lists are not supported for PRI trunks by this feature. Likewise, the following IDP codes, which are customer changeable for lines assigned with the IDP feature, are not customer changeable for PRI trunks assigned the IDP feature:

-- the ability to change the IDP group carrier,

-- the ability to activate/deactivate the IDP, or

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-- the ability to activate/deactivate the Alternate Code Treatment.

4.4.1.55.3 TRANSLATION REQUIREMENTS

New and Modified ODA Forms				
Form Name	Record Number	Division	Section	RC View
SFSYS	5713-1	3	SAR	8.22

SFSYS form (5713-1 Record) - This form is used to activate secured features. The SFID 105 ACT field on this form must be set to "S" (5E8) or to "Y" (5E9(1) and later) to activate the feature.

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BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

September 26, 1997

Ken Koller
Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

Dear Ken:

This letter is to acknowledge receipt of your Bona Fide Request for assumed dial 9 capability for all switch types for ESSX and/or future MultiServ platforms, dated 9/17/97. The request has been assigned the following reference number: BFR97-023TCCF.

Your request is currently being evaluated and BellSouth will respond with a Preliminary Analysis of findings by October 17, 1997.

Should you have questions regarding your request, please feel free to call Tom Bolding at 205-977-9802.

Sincerely,

Michelle Culver

Michelle Culver
Manager, Interconnection Services

cc: Jerry Hendrix
Lawayne Thrasher
Tom Bolding

CENTRAL OFFICE	Mini T's/ PRI's Available	Feature 105 Centrex Enhancement	Feature 60 (NI2)
Miami Grande	3	no	yes
Key West Main	2	no	yes
Gainesville Main	1	no	yes
Miami Hialeah	33	no	yes
Miami Beach	22	no	yes
Cocoa Main	11	no	yes
Orlando Pine Hills *	0	no	yes
Melbourne	37	no	yes
Vero Beach ***	5	yes	yes
Ft. Lauderdale Oakland **	0	no	yes
West Hollywood	7	no	no

* Facilities due 1/25/98

** Facilities due 11/97

*** In service - avialable without special assembly

NOTE: All numbers are curent in-service quantities which may vary with business demands

4.4.1.28 SECTION 4a60 -- METRO HUB

4.4.1.28.1 FEATURE DESCRIPTION

Available with 5E6 and later, the Metro Hub is an enhancement to the LIGI feature and also extends Terminal Group functionality to PRI (Primary Rate Interface) trunks. The Metro Hub capability will allow the calling number to be sent to and from PRI users as long as the call originates and terminates within the same terminal group.

4.4.1.28.2 BACKGROUND

The ICLID (Individual Calling Line Identification Number Display feature, a 5E4 feature, is activated when the called party subscribes to ICLID CND (Calling Number Display) and the calling DN is available, the calling DN is displayed to the terminating station set. However, certain tariffs state that the Calling DN be displayed for calls within the Terminal Group only. The LIGI (Limited IntraGroup) ICLID feature was designed to enable the office to restrict calling DN display to calls that originate and terminate within the same Terminal Group.

4.4.1.28.3 TRANSLATION REQUIREMENTS

New Or Modified ODA Forms				
Form Name	Record Number	Division	Section	RC View
TGSRFD	5607	4	8A	12.21
TGSRTPA	5607	4	8D	5.29
SFSYS	5713-1	3	5AR	8.22

TGSRFD form (5607 Record) - These records are used to define the Terminal Group and Station Restriction Feature Definition. A new Data Rule was added.

TGSRTPA form (5607 Record) - This form is used to define each Terminal Group and Station Restriction Trunk Parameter. A new Data Rule was added.

SFSYS form (5713-1 Record) - This form is used by the SEE (AT&T System Equipment Engineer) to enable the feature for the operating company. Secured Feature ID must be set to "S" on the SFSYS form to make METRO HUB functional for the office.

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BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

October 3, 1997

Ken Koller
Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

Dear Ken:

This letter is to acknowledge receipt of your Bona Fide Request for the ability to use customer control (ECAS/DECAS) to any inward and/or outward calling, dated September 23, 1997. The request has been assigned the following reference number: BFR97-025TCCF.

Your request is currently being evaluated and BellSouth will respond with a Preliminary Analysis of findings by October 23, 1997.

Should you have questions regarding your request, please feel free to call Tom Bolding at 205-977-9802.

Sincerely,

Michelle Culver
Manager, Interconnection Services

cc: Jerry Hendrix
Lawayne Thrasher
Tom Bolding

FAX TO Rick Hetnle 16 OK 10/8

BELLSOUTH

Docket No. 981052-TP
Exhibit #____ (KEK-23)

BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

October 7, 1997

Norman Ripper
Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

RE: BFR97-017TCCF

Dear Norman:

Based on our conversation of today, Monday, October 6, and pursuant to our agreement to resolve outstanding operational issues regarding the implementation of service by Bellsouth as requested by TCCF, Bellsouth will agree to revise its response to your Bona Fide Request for passing of calling line number information related to ESSX or MultiServ service to a dedicated T1 in the 1A, 5E, and DMS switches. Although the estimated service interval following acceptance is sixteen weeks, we have agreed to present to you on 10/15/97 a more detailed schedule by central office type. Following are the rates and charges to provide a primary rate ISDN special access tie line termination that will support up to sixty-four Kbps voice and data transmission and signaling (D Channel). This service is associated with Digital ESSX service in a DMS100 and 5ESS central offices.

REGULATIONS:

TCCF must provide an interface that is compatible with the IDS interface in the Central Office.

Voice calls may be completed to both IDS and non-IDS lines.

Data transmission on the B Channel will be circuit switched by BellSouth at 64 Kbps within the switch and between IDS compatible central offices.

Primary rate service will be a central office interface to a special access carrier consisting of twenty-three Kbps (B) channels and 64 KBPS (D) channel. This service is for the transmission of digital signals only and uses only digital transmission facilities. Rates and charges contained herein are valid only for termination of primary rate ISDN special access tie lines from the TCCF's premises and from other DMS100 and 5ESS type central offices.

RATES AND CHARGES

Rate Element	Non-Recurring	Monthly Recurring
Design/Project Plan Preparation	$ 545.00	$ 0.00
Primary Rate Access, Primary Rate ISDN Interface Utilized As A Tie Line (a) Per 5ESS central office	0.00	0.00
Integrated Digital Service, Primary Rate Access, Primary Rate ISDN Interface (23B+D) Utilized As A Tie Line Termination, Each	585.00	635.00
Integrated Digital Service, Primary Rate Access, Primary Rate ISDN Channel Tie Line Termination, Per B Channel	7.00	0.00
Digital ESSX Service DS1 Termination, Per DS1 Circuit Terminated	0.00	0.00
Digital ESSX Service DS1 Termination, Per DS0 Channel Activated	0.00	0.00

NOTES

All usual and applicable service connection charges and non-recurring charges as specified in the General Subscriber Service Tariff (GSST), Private Line Service Tariff (PLST), and/or Access Service tariffs apply to the activation, move or change of channel equivalents within ISDN primary rate access service packages as well as for installation of the basic service.

Tariff rates and charges to TCCF for DS1 service and clear channel capability required to provision this service are in addition to the rates and charges listed herein.

Please respond with your acceptance of the Bona Fide Request proposed rates by returning the enclosed form along with a check for the design/project plan preparation charge of $545.00 by October 15, 1997. This charge represents the work involved with Marketing, Engineering, and Cost Analyst groups to develop costs and rates for the project, and is required in advance of implementation. Once your acceptance is received, an amendment to the interconnection agreement between BellSouth and Telephone Company of Central Florida (TCCF) will be provided to TCCF for execution of the requested provisioning. Also, TCCF and BellSouth will execute a full release and settlement agreement for any damages claimed by TCCF for the delay in implementation of services ordered by TCCF.

Should you have questions regarding your request, please feel free to call me at 205-977-3311.

Sincerely,

Marcus B. Cathey
Sales AVP, Interconnection Services

cc: Steve Vinsavich
Jerry Hendrix
Michele Culver
Tom Bolding
Lawayne Thrasher

Enclosure

BELLSOUTH (W)

Docket No. 981052-TP
Exhibit #___ (KEK-24)

BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

October 7, 1997

Mr. Ken Koller, Director of Engineering
TCCF
3575 W. Lake Mary Blvd.
Suite 107
Lake Mary, FL. 32746

Dear Ken:

Per my voicemail message, I'd like to discuss the meetings next week at your earliest convenience. Also, please forward this letter to the appropriate personnel at TCCF who need to be involved. Since we will be conducting two meetings at once, I'd like your help in coordinating both the workshop for ESSX orders and the Project Implementation meeting. Tentative agendas are attached.

Specifically, I'd like to establish the goals and objectives of our **ESSX Workshop** with the following in mind:

- Attendees need to have a good working knowledge of ESSX features and functionality.
- We can train your trainers as well as service reps, but we'd like to keep the group at a manageable size.
- We will need an overhead projector and screen, as well as a PC with Web access in the training room.
- Please plan on your folks spending the entire day with us.

The **Project Implementation meeting** will involve the Account Team, including Bill French, myself, Marc Cathey, Rick LaGrange, and Debbie Nelson. In order to help us put together a solid implementation schedule, I'd also like to request from you some sort of flow chart showing your end-to-end process from the time your salespeople hit the streets to the time you submit orders. We need to know step-by-step how you market and sell ESSX service to your end-users, how your salespeople communicate orders to your ordering & provisioning people and how that translates to a formal service request sent to us. What we hope to do is gain a better understanding of how your business operates in order for us to put together a true end-to-end plan in conjunction with ours.

As for logistics, I'd like your suggestion on what we should do for lunch, given the full day we are planning. I also trust that your offices will be adequate for conducting both meetings at once.

Again, please call me at your earliest convenience to discuss this further. We look forward to a productive meeting on the 15th.

Best Regards,

Tom Bolding
Regional Account Manager

cc: Kip Ripper
cc: Marc Cathey
cc: Bill French

DRAFT

TCCF/BellSouth Project Implementation Meeting
October 15, 1997
10:00 AM Eastern
TCCF Offices

- Review BOR

- Review of Marketing Plan/Strategy
  - NAR/Station Ratios
  - End-User Perceptions and Expectations
  - ESSX Applications
  - Existing vs. Future Applications of Service
  - Future Plans in Other Markets/States

- Traffic Studies
  - Monitoring the System

- Workflow Overview

- Review Implementation Matrix
  - New vs Embedded Base

- Recommended Steps to Success

DRAFT

TCCF/BellSouth ESSX Workshop
October 15, 1997
9:00 AM Eastern
TCCF Offices

- Welcome, Introductions, Purpose of meeting - Tom Bolding

- CSR Review - Judy Woods
  - How to read a CSR
  - 1FB vs. ESSX USOC's and features
  - How to define features on the CSR

- LSR Review - Judy Woods
  - Features and USOC's
  - Order documentation

- Feature Availability - Sarah Henderson
  - ESSX vs. non-ESSX features
  - Where to find features in the tariff

- Station Worksheets - Sarah Henderson
  - 5ESS
  - DMS 100
  - 1AESS

- Tariffs & CSR's via the Web

- Q & A - Judy Woods & Sarah Henderson

*TCCF attendance criteria should be predicated on those with existing knowledge of ESSX features and functionality, those who will be issuing orders and those who will train others on order issuance.

1:00 Implementation meeting

Recommended Steps To Success

- TCCF
  - Acceptance of BOR
  - Adherence to implementation parameters
  - Commitment to schedule
  - Invest resources to keep customer contact personnel trained and updated.
  - Correct and accurate service request documentation
  - Communicate conversion plan and features and functionality to end-users
  - Integration of Wiltel service
  - Monitor systems capacity and determine schedule for increasing common block with realistic commitment timeframes

Recommended Steps To Success

- BST
  - Commitment to implementation schedule
  - Dedicated Resources
  - Enhanced Project Manager involvement
  - Communicate FOCs and clarifications in a timely manner
  - Deliver service on due date

TCCF ESSX IMPLEMENTATION SCHEDULE

CENTRAL OFFICE	SWITCH	COMMON BLOCK READY	DECAS READY	# PRI's AVLBL-1 *1	CENTREX FEATURE AVLBL	WORLDCOM T-1 READY	ACCEPTANCE TESTING	TCCF WORKSHEET ACCEPTANCE	TURN UP END USERS
Fort Lauderdale - Main Relief	DMS100	X	5-Nov	50	NOW	X		*3	
West Palm - GARDEN	DMS100	X	5-Nov	17	NOW	X		*3	
Gainesville Main - DS0	DMS 100	17-Oct	*5	5	NOW	X		*3	
Golden Glades - North Dade	DMS 100	22-Dec	5-Nov	7	NOW	X		*3	
Jacksonville - Clay Street	DMS 100	X	5-Nov	21	NOW	X		*3	
Jacksonville - San Marco	DMS 100	X	5-Nov	25	NOW	X		*3	
Miami - Airport	DMS 100	X	5-Nov	9	NOW	X		*3	
Miami - Canal	DMS 100	X	5-Nov	35	NOW	X		*3	
Miami - Grande	DMS 100	X	5-Nov	7	NOW	X		*3	
Orlando - Magnolia	DMS 100	X	NOW	53	NOW	X		*3	
Cocoa - Main	5ESS	X	5-Nov	11	22-Nov	X		*3	
Fort Lauderdale - Oakland	5ESS	X	5-Nov	0	22-Nov	X		*3	
Gainesville Main - DS1	5ESS	17-Oct	*5	1	22-Nov			*3	
Key West - Main	5ESS	X	5-Nov	2	22-Nov	X		*3	
Melbourne	5ESS	X	5-Nov	37	22-Nov	X		*3	
Miami - Beach	5ESS	X	5-Jan	22	22-Nov	X		*3	
Miami - Grande	5ESS	X	5-Nov	0	22-Nov			*3	
Miami - Hialeah	5ESS	X	5-Nov	33	22-Nov	X		*3	
Orlando - Pine Hills	5ESS	X	NOW	0	22-Nov	X		*3	
Vero Beach	5ESS	X	5-Nov	6	22-Nov			*3	
West Hollywood	5ESS	X	5-Nov	7	22-Nov			*3	
Orlando - Magnolia	1AESS-*2	X	NOW	NA	22-Nov	X		*3	
West Palm - Main Annex	1AESS-*2	X	5-Nov	NA	22-Nov	X		*3	
*1 - As of 10/10/97 - any orders issued subsequently will affect availability									
*2 - 10 lines per day or 1 customer									
*3 - Two days after testing complete									

Private/Proprietary - Not for use or disclosure outside BellSouth without written permission

10/14/97

BELLSOUTH

BellSouth Telecommunications, Inc.
Room 34S91 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

October 23, 1997

Ken Koller
Telephone Company of Central Florida
3575 West Lake Mary Blvd.
Suite 107
Lake Mary, FL 32746

BFR97-025TCCF

Dear Ken:

Your Bona Fide Request for the ability to use customer control (ECAS/DECAS) to any inward and/or outward calling, dated September 23, 1997, has been completed. Following are the rates and charges to provide DECAS/ECAS controllable Deny Originating and Termination associated with ESSX® and Digital ESSX® Service.

RATES AND CHARGES

Rate Element	Non-Recurring	Monthly Recurring
Design/Project Plan	$ 291.00	$ 0.00
DECAS/ECAS Controllable Deny Originating/Terminating (a) Per ESSX/Digital ESSX System	85.00	0.00
Deny Originating/Terminating (a) Per Group of 5	0.00	.75

NOTES

The rates and charges for ECAS/DECAS service as specified in Section A112 of the General Subscriber Service Tariff (GSST) are in addition to the rates and charges listed herein. The terms and conditions for ESSX® service/Digital ESSX® service as specified in section A112 of the GSST apply for service listed herein.

Please respond with your acceptance of the Bona Fide Request proposed rates by returning the enclosed form along with a check for the design/project plan preparation charge of $291.00 by November 6, 1997. This charge represents the work involved with Marketing, Engineering, and Cost Analyst groups to develop costs and rates for the project, and is required in advance of implementation. Once acceptance is received, and amendment to the interconnection agreement between BellSouth and Telephone Company of Central Florida (TCCF) will be provided to TCCF for execution of the requested provisioning.

Should you have questions regarding your request, please feel free to call Tom Bolding at 205-977-9802.

Sincerely,

Michelle Culver
Manager, Interconnection Services

cc: Jerry Hendrix
Lawayne Thrasher
Tom Bolding

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.
Please make check payable to BellSouth in U.S. funds.

CURRENT CHARGE DUE BEFORE	PAST DUE AMOUNT	TOTAL AMOUNT DUE	AMOUNT PAID
NOV 6, 1997	$0.00	$291.00	291.00

REMIT PAYMENT TO:

BELLSOUTH
ATTN: ICS FINANCE - CRAIG WILLIARD
RM 34E38
675 WEST PEACHTREE STREET
ATLANTA, GEORGIA 30375

I ACCEPT THE PROPOSED RATES AND CHARGES FOR PROVISIONING OF BFR97-025TCCF

[signature] Director
NAME AND TITLE

10-29-97
DATE

0996

The Telephone Company of Central Florida, Inc.
3575 West Lake Mary Boulevard Suite 107
Lake Mary, Florida 32746
Phone (407) 328-5002

LAKE MARY, FLORIDA 32746

63-1269/631

10/24/97

PAY TO THE ORDER OF Bell South/ICS Finance $ **291.00

Two Hundred Ninety-One and 00/100********** DOLLARS

Bell South/ICS Finance
Room 34E38
675 West Peachtree Street
Atlanta, GA 30375

MEMO

Andrea L. Welch

THE REVERSE SIDE OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈000996⑈

THE TELEPHONE COMPANY OF CENTRAL FLORIDA, INC.

Bell South/ICS Finance		10/24/97	0996
10/24/97	Bill #10/24/97		291.00

Huntington Bank 291.00

Post-it® Fax Note 7671 | Date 7-8-98 | # of pages ▶ 2
To Accounts Payable | From Vicki
Co./Dept. BellSouth | Co. TCCF
Phone # | Phone #
Fax # | Fax #

** 2nd copy

AN IMPORTANT MESSAGE FROM.....

BELLSOUTH

Allen LaBlanc
Wade Johnson, Systems Designer
Access Customer Sales
South E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243
Fax: 205-977-0037 or 205-977-0730
Office: 205-977-8955

DATE: 11-24-97

TO: Ken Keller

Page 1 of 2

FAX #: 407-328-5895

Contact #: 407-328-5002-206

NOTES:

Ken,
IF this is what you want, Please initial it and FAX to me at 205-977-0037
Thanks
Allen

FROM: KENNETH E. KOLLER
PHONE: 407-328-5002 ext. 206
FAX: 407-328-5895

To: Allan LeBlanc – BellSouth Interconnection Services - 205-977-0037 205-977-8955

Date: November 24, 1997

Pages: 2

Mr. LeBlanc, Attached is a signed copy of your facsimile, with the appropriate changes, per your request. If you need additional information please call.

Thanks. KK

Telephone Company of Central Florida

TCCF has installed a PRI facility from their ESSX location to the WilTel POP.

TCCF wants all Billable Toll Traffic to be first choice traffic to the WilTel trunk group. Over-flow of billable toll traffic should be routed via the NARS.

Traffic types for the WilTel trunks group includes dial codes

0+1+1, International

~~1+NPA+NXX~~ Domestic billable toll (exclude1+800,1+888,1+9XX)

1+NPA+NXX

End user off and dials destination number, No "9"trunk selection. (assume 9)

Traffic type for NARS routing

Overflow from WilTel trunk Group

1+800+(to PICd IC)
1+888+(to PICd IC)
1+9XX+(to PICd IC)
NXX-XXXX
0+
0-
10XXX (to XXX IC)
00+(to PICd IC)
00-(to PICd IC)

11.24-97

Ken Koller. TCCF

Telephone Company of Central Florida, Inc.

3575 W. Lake Mary Boulevard, Suite 107
Lake Mary, Florida 32746 407-328-5002

Mr. Wayne Carnes
BellSouth Interconnection Services Team
Birmingham, Alabama

April 29, 1998

The Telephone Company of Central Florida appreciates the efforts put forth by BellSouth to provide the system capabilities, features and services that were sold by your organization. It is refreshing to see that after two years of maneuvering, team changes and program development that these services are now available. We are ready to utilize the ESSX systems and bring them up to the minimum contract capacity of 201 lines each.

There are however, several items that need to be addressed by BellSouth in order for TCCF to move forward with this project. Please respond with the appropriate information at your earliest convenience so that we can accommodate your request and utilize the resources you now have in place.

- ESSX Common Blocks: TCCF has not been notified of the common block activation for each of the 23 central offices covered by our contractual agreement, nor has a schedule of availability for each ESSX system been provided. We need to know if it is now possible to sell and move customers into all 23 ESSX systems or only specific central offices. Please provide the primary ESSX common block number for SLA #1 for each system.
- T1 Access From Numbers Within the Common Block: What is the status of the T1 circuits for each common block within the 23 systems and are all T1's now available to carry 1+ traffic with an overflow to the normal network when all T1 circuits are in use?
- ESSX Common Block Features: Have the features been programmed for each of the common blocks for all 23 offices?
- ESSX Feature Changes: We requested that dial call pickup be removed from the features requested and that call waiting be provided as a selected feature. Has this change been accomplished?
- DIN/DOR (Deny Originate and Deny Incoming): A BOR was completed and paid for in October of 1997, at which time this feature was requested for each of the ESSX systems. Our attempts to use this feature in March and April had to be accommodated by the Interconnection Services Team because this feature still had not been programmed into DECAS .
- ESSX System Summaries: Please provide an ESSX system summary for each of our 23 common blocks including, primary SLA number, features provided, feature access , ARS mapping, existing SLA detail, and any other information pertinent to the effective implementation of these systems.

- DECAS: We have not received the appropriate CUSTID for each of the ESSX common blocks. This information is required for our feature activation for new customers and must be in our possession prior to the movement of new accounts into any of these ESSX systems.

If you will provide the above information on an immediate basis, we will begin to populate these systems and utilize the resources outlined in your letter and which are now available. It is my understanding that you will have the capability to process a maximum of 10 ESSX lines per day for all 23 ESSX systems. I understand this to be a maximum of ten lines for all systems, not 10 per system. If this limited capability has changed please advise us so we can provide increased order input.

Finally, and most importantly, I suggest that we move a group of six accounts from the 1FB environment to ESSX to verify that the procedures that BellSouth now has in place will effectively process this change into the ESSX common block without detriment to our customer's level of service. This process has not been utilized in the past without disastrous results.

If you have any questions regarding the ESSX arrangement or our ability to meet and exceed your order processing capacity please call me at 1-407-320-8001 extension : 102.

Sincerely,

Kenneth E. Koller
Director of Engineering

Cc: Andrea Welch, Vice President of Administration

FROM: KENNETH E. KOLLER
PHONE: 407-320-8001 ext. 102
FAX: 407-328-5895

To: Joe Baker-BellSouth

Date: May 13, 1998

Subject: ESSX letter of April 29, 1998, 3 pages.

Mr. Baker, on April 29th, 1998., I sent this letter to your Interconnection Services Team. I have not received a response of any kind as of this date, May 13, 1998. Please advise me of BellSouth's position on these items at your earliest convenience. Time is of the essence.

facsimile transmittal

To: Ken Koller Fax: 407-328-5895

From: Wayne Carnes Date: May 15, 1998

Re: Pages: 25

CC:

☐ Urgent x For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes: This information is up to date and we should have more by Wed

Please call me if you have any questions.

BellSouth Interconnection Services Fax 205 977-0037
Room E9E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

Kenneth E. Koller
Telephone Company of Central Florida
3005 West Lake Mary Blvd.
Suite 111
Lake Mary, Fl. 32746

Dear Mr. Koller:

This letter is in response to your letter to me dated April 29th, 1998. We were in the process of collecting information and scheduling a premise visit to status you on the 23 Central Offices when I received word from Joe Baker's office that you had not heard back from the Account Team regarding these issues. This is the current information we have available, and we will provide you with updated status during our scheduled meeting on 5-20, as we are in the process of additional implementation work as we speak.

Please call me if you have any questions, and I look forward to our meeting on Wednesday.

Sincerely,

Wayne Carnes
Regional Account Manager

cc: Joe Baker
Marc Cathey
Amanda Grant
Mike Wilburn

C.O. TYPE & NAME	**DMS 100 Orland-Magnolia Orlando-Magnolia-DMS**
ADDRESS OF C.O.	45 N MAGNOLIA AV, ORLAND
NXXS IN CO.	
NXX AVAILABLE IN C.O.	245,246,316,317,318,426,428,481, 642,648,649,650,836,839,872,999
Q BILLING NUMBER	904 Q95-0007-219
ESSX ACCOUNT #	**407 318-8000**
#NARS/STATIONS/CHGS	36 / 36 / $2,241.91
PRI ACCT #	407 M70-1988
PRI DD	1/9/98
PON NUMBER	FLTCCF100297-M
HI CAP CIRCUIT ID	58.HCGS.705304

last updated 5/15/98 2:32 PM

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed	N/A			<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered	N/A			<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed	N/A			<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, CRtrn, Rst900/976, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1,2,3,4,6,13,14,15,16				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**5ESS - MELBOURNE**
ADDRESS OF C.O.	728 PALMETTO AV, MELBRN
NXXS IN CO.	
NXX AVAILABLE IN C.O.	434,674,676,722,723,724,725,726 ,727,728,729,733,768,951,952,95 3,956,984

Melbourne-5ESS

last updated 5/15/98 2:32 PM

Q BILLING NUMBER	904 Q95-0007-219

ESSX ACCOUNT #	**407 676-3922**
#NARS/STATIONS/CHGS	20 / 1 / $ 809.00

PRI ACCT #	407 M03-7888
PRI DD	1/21/98
PON NUMBER	FLTCCF100297-T
HI CAP CIRCUIT ID	58.HCGS.705408

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	Jwoods	10/1/97	Jwoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**5ESS - COCOA MAIN**
ADDRESS OF C.O.	712 FLORIDA AV, COCOA
NXXS IN CO.	
NXX AVAILABLE IN C.O.	504,609,617,631,632,633,634,635,636,637,638,639,690

Cocoa Main-5ESS

last updated 5/15/98 2:32 PM

Q BILLING NUMBER	904 Q95-0007-219

ESSX ACCOUNT #	**407 636-4614**
#NARS/STATIONS/CHGS	20 / 1 / $ 823.19

PRI ACCT #	407 M07-4106
PRI DD	1/21/98
PON NUMBER	FLTCCF100297-S
HI CAP CIRCUIT ID	58.HCGS.705304

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	Jwoods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	JWoods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**DMS 100 MIAMI GRN**
ADDRESS OF C.O.	45 NW 5TH ST, MIAMI
NXXS IN CO.	
NXX AVAILABLE IN C.O.	530,536,539,810
Q BILLING NUMBER	305 Q95-0007-221
ESSX ACCOUNT #	**305 536-0018**
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00
PRI ACCT #	305 W71-6195
PRI DD	1/21/98
PON NUMBER	FLTCCF100297-D
HI CAP CIRCUIT ID	60.HCGS.765252

Miami Grande-DMS

last updated 5/15/98 2:32 PM

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	Jwoods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	DMS 100 - Goldn Glades North Dade
ADDRESS OF C.O.	18400 NE 5TH AV MIAMI
NXXS IN CO.	
NXX AVAILABLE IN C.O.	650,651,652,653,654,655,690,770 ,999

Golden Glades-DMS

last updated 5/15/98 2:32 PM

Q BILLING NUMBER	305 Q95-0007-221

ESSX ACCOUNT #	305 650-0534
#NARS/STATIONS/CHGS	20 / 1 / $ 860.67

PRI ACCT #	305 W96-1276
PRI DD	1/21/98
PON NUMBER	FLTCCF100297-G
HI CAP CIRCUIT ID	60.HCGS.764903

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Oct-97	J Woods	10/1/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								
1								
2								
3								

C.O. TYPE & NAME	**5ESS MIAMI - HIALEA**
ADDRESS OF C.O.	1245 W 69TH ST, HIALEAH
NXXS IN CO.	
NXX AVAILABLE IN C.O.	231,362,364,512,556,557,558,817,818,819,820,821,822,823,824,825-828
Q BILLING NUMBER	305 Q95-0007-221
ESSX ACCOUNT #	**305 556-8782**
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00
PRI ACCT #	305 W93-3788
PRI DD	1/22/98
PON NUMBER	FLTCCF100297-H
HI CAP CIRCUIT ID	60.HCGS.764904

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	CHold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Oct-97	J Woods	10/1/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**DMS 100 FT LAUD MAIN**
ADDRESS OF C.O.	211 NE 2ND ST, FT LAUDERD
NXXS IN CO.	
NXX AVAILABLE IN C.O.	225,348,355-357, 459,462, 463, 467,468,519,522-525, 527,595,627,712,713,728,759

Q BILLING NUMBER	561 Q95-0007-220

ESSX ACCOUNT #	**954 462-0105**
#NARS/STATIONS/CHGS	20 / 1 / $ 632.00

PRI ACCT #	954 V94-6472
PRI DD	1/22/98
PON NUMBER	FLTCCF100297-I
HI CAP CIRCUIT ID	60.HCGS.764670

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	DMS 100 GAINESVL	Gainsville-Main-DMS	*last updated* 5/15/98 2:32 PM
ADDRESS OF C.O.	400 SW 2ND AV, GAINESVLL		
NXXS IN CO.			
NXX AVAILABLE IN C.O.	294,334,370,392,393,846		
Q BILLING NUMBER	904 Q95-0007-219		
ESSX ACCOUNT #	**352 334-0087**		
#NARS/STATIONS/CHGS	20 / 1 / $ 796.00		
PRI ACCT #	352 M31-7854		
PRI DD	1/23/98		
PON NUMBER	FLTCCF100297-L		
HI CAP CIRCUIT ID	54.HCGS.700571		

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J.Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J.Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	WilTel T1 / PRI terminated							
3	BellSouth miniT ordered	CANC						
4	BellSouth miniT terminated	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	JOINT WilTel/BellSouth testing completed							
7								
Other								

C.O. TYPE & NAME	**DMS 100 MIAMI-CANAL**
ADDRESS OF C.O.	2301 SW 100TH AV, MIAMI
NXXS IN CO.	
NXX AVAILABLE IN C.O.	207,220-223, 225-229, 348, 485,487,551-554,559
Q BILLING NUMBER	305 Q95-0007-221
ESSX ACCOUNT #	**305 220-2728**
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00
PRI ACCT #	305 W80-5277
PRI DD	1/23/98
PON NUMBER	FLTCCF100297-A
HI CAP CIRCUIT ID	60.HCGS.764921

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J'Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J'Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**5ESS KEY WEST**
ADDRESS OF C.O.	530 SOUTHARD ST, KEY WST
NXXS IN CO.	
NXX AVAILABLE IN C.O.	292,293,294,295,296
Q BILLING NUMBER	305 Q95-0007-221
ESSX ACCOUNT #	**305 292-1797**
#NARS/STATIONS/CHGS	20 / 1 / $ 765.40
PRI ACCT #	305 W28-3656
PRI DD	1/23/98
PON NUMBER	FLTCCF100297-E
HI CAP CIRCUIT ID	60.HCGS.769315

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**DMS 100 JKSVL-San Marcos** Jksnvl-San Marco-DMS
ADDRESS OF C.O.	2048 HENDRICKS AV, JKSVL
NXXS IN CO.	
NXX AVAILABLE IN C.O.	202,306,313,346,348,390,391,393,396,398,399,858

last updated 5/15/98 2:32 PM

Q BILLING NUMBER	904 Q95-0007-219

ESSX ACCOUNT #	**904 396-0118**
#NARS/STATIONS/CHGS	20 / 1 / $ 848.65

PRI ACCT #	904 M36-0650
PRI DD	1/23/98
PON NUMBER	FLTCCF100297-Q
HI CAP CIRCUIT ID	54.HCGS.703816

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	DMS 100 JKSVL-CLAY
ADDRESS OF C.O.	424 N PEARL ST, JACKSONV
NXXS IN CO.	
NXX AVAILABLE IN C.O.	232,308,340,350,351,353-360,366,489,549,630,632,633,634,665,790

Jksnvl-Clay St-DMS

last updated 5/15/98 2:32 PM

Q BILLING NUMBER	904 Q95-0007-219

ESSX ACCOUNT #	904 350-0326
#NARS/STATIONS/CHGS	20 / 1 / $ 843.83

PRI ACCT #	904 M36-7098
PRI DD	1/23/98
PON NUMBER	FLTCCF100297-R
HI CAP CIRCUIT ID	52.HCGS.703847

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	DMS 100 W PLM B-Gard	W Palm Bch-Garden	*last updated* 5/15/98 2:34 PM
ADDRESS OF C.O.	3700 RCA BLVD, WEST PALM		
NXXS IN CO.			
NXX AVAILABLE IN C.O.	622,624,625,626,627,630,691,694, 775,776,796		

Q BILLING NUMBER	561 Q95-0007-220

ESSX ACCOUNT #	561 622-0126
#NARS/STATIONS/CHGS	20 / 1 / $ 834.00

PRI ACCT #	561 V49-6612
PRI DD	1/28/98
PON NUMBER	FLTCCF100297-V
HI CAP CIRCUIT ID	60.HCGS.764780

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	5ESS Ft Laudl-OAKLAND
ADDRESS OF C.O.	4200 W OAKLAND PK BLVD
NXXS IN CO.	
NXX AVAILABLE IN C.O.	484,485,486,497,676,677,714,717, 730,731,733,735,739,777

Ft Laudl-Oakland-5ESS

last updated 5/15/98 2:32 PM

Q BILLING NUMBER	561 Q95-0007-220

ESSX ACCOUNT #	954 484-1123
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00

PRI ACCT #	954 V75-4909
PRI DD	1/28/98
PON NUMBER	FLTCCF100297-J
HI CAP CIRCUIT ID	60.HCGS.764715

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								
1								
2								
3								

C.O. TYPE & NAME	**5ESS ORLANDO-Pine His**
ADDRESS OF C.O.	5120 SILVER STAR RD, ORLN
NXXS IN CO.	
NXX AVAILABLE IN C.O.	290,291-299,521,522,523, 532,578
Q BILLING NUMBER	904 Q95-0007-219
ESSX ACCOUNT #	**407 290-3485**
#NARS/STATIONS/CHGS	54 / 43 / $3,334.45
PRI ACCT #	407 M03-0482
PRI DD	1/27/98
PON NUMBER	FLTCCF100297-O
HI CAP CIRCUIT ID	58.HCGS.705351

Orlando-Pine His-5ESS

last updated 5/15/98 2:32 PM

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, Crstn 900/976, DECAS, Rstn Inc/Out				Oct-97	J Woods	10/1/97	J Woods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1,2,4,13,15,16,17,21,22,25,28,29, 34,38,39				Oct-97	J Woods	10/1/97	J Woods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	WilTel T1 / PRI terminated							
3	BellSouth miniT ordered	CANC						
4	BellSouth miniT terminated	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	JOINT WilTel/BellSouth testing completed							
7								
Other								

C.O. TYPE & NAME	**DMS 100 MIAMI-AIRP**
ADDRESS OF C.O.	5275 NW 36TH ST, M*SPGS
NXXS IN CO.	
NXX AVAILABLE IN C.O.	526,869,870,871,874,876

Miami-Airport-DMS

last updated 5/15/98 3:15 PM

Q BILLING NUMBER	305 Q95-0007-221

ESSX ACCOUNT #	**305 526-0002**
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00

PRI ACCT #	305 W96-1202
PRI DD	1/27/98
PON NUMBER	FLTCCF100297-C
HI CAP CIRCUIT ID	60.HCGS.764922

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed	N/A			<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered	N/A			<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed	N/A			<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	WilTel T1 / PRI terminated							
3	BellSouth miniT ordered	CANC						
4	BellSouth miniT terminated	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	JOINT WilTel/BellSouth testing completed							
7								
Other								

C.O. TYPE & NAME	**5ESS MIAMI BEACH**
ADDRESS OF C.O.	1550 LENOX AV, MIAMI BEAC
NXXS IN CO.	
NXX AVAILABLE IN C.O.	531,532,534,535,538,604,672,673,674

Miami Beach-5ESS

last updated 5/15/98 3:15 PM

Q BILLING NUMBER	305 Q95-0007-221

ESSX ACCOUNT #	**305 531-2819**
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00

PRI ACCT #	305 W96-1878
PRI DD	1/27/98
PON NUMBER	FLTCCF100297-B
HI CAP CIRCUIT ID	60.HCGS.764928

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**1AESS MAGNOLIA ORLN**
ADDRESS OF C.O.	45 N MAGNOLIA AV, ORLAND
NXXS IN CO.	
NXX AVAILABLE IN C.O.	236,237,244,418,419,420,422,-425,841,843,849

Orlando-Magnolia-1AESS

last updated 5/15/98 3:15 PM

Q BILLING NUMBER	904 Q95-0007-219

ESSX ACCOUNT #	**407 425-4222**
#NARS/STATIONS/CHGS	62 / 70 / $3,470.01

PRI ACCT #	
PRI DD	
PON NUMBER	
HI CAP CIRCUIT ID	

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, CRtrn, Rst900/976, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	4,9, 16,19,21,27,30,32,35,37,39				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	**5ESS**	**W HOLLYWD**	Miami-Hollywood-5ESS	*last updated* 5/15/98 3:15 PM
ADDRESS OF C.O.	250 S 62ND AV, HLWD			
NXXS IN CO.				
NXX AVAILABLE IN C.O.	893,894,961,962,963,964,966,96 7,981,983,985,986,987,989			
Q BILLING NUMBER	561 Q95-0007-220			
ESSX ACCOUNT #				
#NARS/STATIONS/CHGS	20 / 1 / $ 860.00			
PRI ACCT #				
PRI DD				
PON NUMBER	FLTCCF100297-K			
HI CAP CIRCUIT ID	??????????????			

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	WilTel T1 / PRI terminated							
3	BellSouth miniT ordered	CANC						
4	BellSouth miniT terminated	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	JOINT WilTel/BellSouth testing completed							
7								
Other								
1								
2								
3								

C.O. TYPE & NAME	**5ESS MIAMI-GRANDE**
ADDRESS OF C.O.	45 NW 5TH ST, MIAMI
NXXS IN CO.	
NXX AVAILABLE IN C.O.	237,329,347,349,350,358,371-377,379,381,400,416

Miami-Grande-5ESS

last updated 5/15/98 3:15 PM

Q BILLING NUMBER	305 Q95-0007-221

ESSX ACCOUNT #	**305 350-2113**
#NARS/STATIONS/CHGS	20 / 1 / $ 853.97

PRI ACCT #	
PRI DD	
PON NUMBER	FLTCCF100297-F
HI CAP CIRCUIT ID	??????????????

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	1AESS W PALM B-MAIN	W Palm Bch-Main-1AESS	*last updated* 5/15/98 3:15 PM
ADDRESS OF C.O.	325 GARDENIA ST, WPB		
NXXS IN CO.			
NXX AVAILABLE IN C.O.	366,650,653,655,659,802,-804,820,822,832,833,835,837,838		

Q BILLING NUMBER	561 Q95-0007-220

ESSX ACCOUNT #	561-650-8154
#NARS/STATIONS/CHGS	20 / 1 / $1,341.84

PRI ACCT #
PRI DD
PON NUMBER
HI CAP CIRCUIT ID

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	WilTel T1 / PRI terminated							
3	BellSouth miniT ordered	CANC						
4	BellSouth miniT terminated	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	JOINT WilTel/BellSouth testing completed							
7								
Other								

C.O. TYPE & NAME	5ESS GAINESVILLE
ADDRESS OF C.O.	400 SW 2ND AV, GAINESVLL
NXXS IN CO.	
NXX AVAILABLE IN C.O.	335-338,371–381,395,491

Gainsville-5ESS

last updated 5/15/98 3:15 PM

Q BILLING NUMBER	904 Q95-0007-219

ESSX ACCOUNT #	352-335-0418
#NARS/STATIONS/CHGS	20 / 1 / $ 796.00

PRI ACCT #	
PRI DD	
PON NUMBER	FLTCCF100297-P
HI CAP CIRCUIT ID	??????????????

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWalt-Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	**WilTel T1 / PRI terminated**							
3	BellSouth miniT ordered	CANC						
4	**BellSouth miniT terminated**	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	**JOINT WilTel/BellSouth testing completed**							
7								
Other								

C.O. TYPE & NAME	5ESS VERO BEACH
ADDRESS OF C.O.	1976 16TH AV, VERO BEACH
NXXS IN CO.	
NXX AVAILABLE IN C.O.	562-564, 567, 569, 770, 778, 794, 978

Vero Beach-5ESS

last updated 5/15/98 3:15 PM

Q BILLING NUMBER	561 Q95-0007-220

ESSX ACCOUNT #	561 562-0179
#NARS/STATIONS/CHGS	20 / 1 / $ 779.60

PRI ACCT #	352 M31-7854
PRI DD	1/23/98
PON NUMBER	FLTCCF100297-U
HI CAP CIRCUIT ID	??????????????

		Target Date	Extended to Date	Extended by Name	CPX Date	Completed by Name	Customer advised date	Customer advised by - name
ESSX								
1	Common Block built/completed				<10/27	T Bolding	10/27/97	TB-prsented
2	LD overflow from WilTel to NARs							
3	ARS mapping developed for customer delivery							
4	DECAS - ordered				<10/27	T Bolding	10/27/97	TB-prsented
5	DECAS - completed				<10/27	T Bolding	10/27/97	TB-prsented
6	DECAS - DIN + DOR				5/15/98	K Davies	5/20/98	WC-present
7	DECAS - call pick up out of common block	CANC- NR 8/14/97						
8	DECAS - call waiting added to common block				11/4/97	J Woods	11/4/97	J Woods - to N Ripper
9	Features verified				Oct-97	J Woods	Oct-97	J Woods
Features	Chold, CFV, Cwtg, CPkUp, CFB, 3WC, CFDA, DECAS				Oct-97	J Woods	10/1/97	JWoods
Feature access codes	CH #76, CFV-A #72, CFV-D #73, CPU-G1 #95, CPU-G2 #96, CWait Can *70, CRtrn *69				Jun-97	J Woods	6/30/97	J Woods - to N Ripper
SLAs	1				Oct-97	Jwoods	10/1/97	JWoods
T1/PRI termination								
1	WilTel T1 / PRI ordered							
2	WilTel T1 / PRI terminated							
3	BellSouth miniT ordered	CANC						
4	BellSouth miniT terminated	CANC						
5	JOINT WilTel/BellSouth testing coordinated							
6	JOINT WilTel/BellSouth testing completed							
7								
Other								

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 981052-TP
Filed: January 5, 1999

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

DEPOSITION OF:

KENNETH E. KOLLER

DATE: January 14, 1999

TIME: 2:10 p.m.

LOCATION: 3599 West Lake Mary Boulevard
Lake Mary, Florida 32745

REPORTER: SUSAN GALE SALENGER, RPR
Stenographic Court Reporter
and Notary Public, in and for the
State of Florida at Large

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 7
COMPANY/ WITNESS: Koller
DATE: 1-22-99

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APPEARANCES:

VICKI GORDON KAUFMAN, Esquire
McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301

Appearing on behalf of The Telephone Company of Central Florida

MARY K. KEYER, Esquire
(Via Telephone)
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Suite 4300
Atlanta, Georgia 30375

Appearing on behalf of BellSouth Telecommunications, Inc.

JUNE McKINNEY
(Via Telephone)
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870

Appearing on behalf of the Florida Public Service Commission

ALSO PRESENT:

Susan Arrington
Jonathan Audu
Jerry Hendrix
Ronald M. Pate
Elder "Kip" Ripper, III
Andrea Welch

INDEX

TESTIMONY OF KENNETH E. KOLLER

Direct Examination by Ms. Keyer.....4

Certificate of Oath.....65

Reporter's Certificate.....66

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Thereupon,

KENNETH E. KOLLER,

being by the undersigned Notary Public first duly sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. KEYER:

Q. Mr. Koller, my name is Mary Keyer. Can you hear me okay?

A. Yes, I can.

Q. Okay. I don't want to be too loud, so I'm gonna try to just talk normally, and if you cannot hear me or the court reporter can't, y'all let me know. I don't want to be yelling at you.

A. Okay.

Q. Would you state your name for the record, please.

A. Kenneth E. Koller.

Q. And what is your title, Mr. Koller?

A. I'm the director of engineering.

Q. For TCCF?

A. For The Telephone Company of Central Florida.

Q. Did you bring any -- oh, just for the record, are we doing the usual stipulations?

MS. KAUFMAN: That's fine.

MS. KEYER: Okay.

BY MS. KEYER:

Q. Did you bring any documents with you today?

A. I have the documents that are associated with my direct testimony.

Q. And what documents are those?

A. You want me to list them for you?

Q. Are they documents other than what were --

A. No. They're the attached documents.

Q. Are they the exhibits to your direct testimony?

A. That's correct.

Q. And you don't have any other documents?

A. I do not.

Q. And you relied on no other documents for your testimony?

A. No, I did not.

Q. Do you have any changes to your testimony?

A. I do not.

Q. How long have you worked for TCCF?

A. Since February of 1997.

Q. And do you know how many customers TCCF had when you began working for TCCF?

A. No, I do not.

Q. You were not involved in negotiating the

resale agreement with BellSouth, were you?

A. No, I was not.

Q. And did you start with TCCF as the director of engineering? Was that your title?

A. Yes.

Q. What are your duties as director of engineering?

A. My duties have been initially the implementation and administration of the ESSX services for the 23 central offices.

Q. Which 23 central offices are those?

A. They're the 23 central offices that are listed in the initial exhibit. I can tell you which one it is. It should be KK-1.

Q. And those are BellSouth central offices?

A. That's correct.

Q. Did you still work with any other companies when you were hired with TCCF or just BellSouth?

A. No. I worked directly with WilTel to assist in the provisioning of the carrier side of the T1s that are associated with the ESSX systems.

Q. So did you work mainly with WilTel then rather than BellSouth?

A. No. I worked directly with both companies.

Q. Okay. And explain to me, if you would, what

your -- what you did with WilTel, what was involved in the carrier side. And I apologize. I'm not technically --

A. No. That's okay.

Q. You said something about T1s, I think.

A. Yes. For each one of the ESSX central offices, we ordered a T1 connection through WilTel. WilTel ordered that T1 from BellSouth, because they're the carrier. That T1 was to carry long distance traffic from the stations in the ESSX system out over the long distance network.

Q. Okay. So you worked with WilTel to get that done and you worked with BellSouth?

A. That's correct.

Q. For how long did you work with WilTel? Was WilTel the long distance carrier in February of '97?

A. That's correct.

Q. How long were they the long distance carrier?

A. Well, they were actually the long distance carrier that the service was initially ordered through. The service was initially ordered right after the May 30th contract arrangement. I picked it up in February. I worked with them on those long distance services, on those T1s, until the end of May

of 1998.

Q. So are you saying that WilTel was the long distance carrier who was providing the T1s for this -- I'm gonna call it a non-standard ESSX arrangement?

MS. KAUFMAN: We're gonna object to that characterization, Mary.

MS. KEYER: Okay. Well, you can object to the form.

BY MS. KEYER:

Q. And for our purposes, Mr. Koller, when I talk about the non-standard ESSX arrangement -- and we'll talk about that a little bit further, but for this arrangement, are you saying that WilTel was the long distance carrier from May 30th, '96, until sometime in '98?

A. We were trying to make arrangements for them to be the long distance carrier. Those T1s had to be installed in the ESSX systems and operational in order for them to be the long distance carrier. But they were the company that placed the orders directly with BellSouth for the T1 interface that was required out of the ESSX systems.

Q. Okay. And when you say they were the long distance carrier for that purpose, was that from May 30th of 1996 up until -- I think you said May of '98?

A. That's correct.

Q. And was there another long distance carrier after May of '98?

A. I was not associated with one. I wasn't handling it then.

Q. Who was handling it then?

A. Mr. Ripper.

Q. So when you say you weren't handling it then, what do you mean by that? Do you mean just the long distance piece or the whole arrangement?

A. The whole arrangement.

Q. Okay. At what point did you stop handling it?

A. I stopped handling it directly in January of '98, but I was involved in it on an intermittent basis all the way up until the end of May.

Q. And then after that point in time, Kip Ripper took over?

A. He was involved in it from January 1. We had some other people that were in my department that were also involved in the ESSX.

Q. Who were they?

A. Don Casement, and about a year earlier, Norman Ripper, Jr. -- or Norman Ripper, IV.

Q. Is that Kip Ripper's son?

A. It is.

Q. How long was Don Casement involved in it?

A. I would say probably from December or January -- December of '97 or January of '98 until May.

Q. And then you said Kip Ripper became involved in it from January '98?

A. No, no. Norman Ripper, IV, was involved in it, I believe, probably from about April or May of '97 -- no, earlier than that -- say February of '97 until probably around June or July of '97.

Q. Okay. And when was Kip Ripper -- I guess is he III?

A. He is.

Q. Okay. When was he involved in it?

A. Well, he was involved in it initially because he did the initial contract for the ESSX and he also provided the initial orders for the T1 service.

Q. When were those orders placed?

A. I wasn't there at the time, you know.

Q. You don't know?

A. Yeah. They were placed directly after the contract was signed in May.

Q. You don't have a date?

A. Well, it was sometime the first of June, and I don't know if it's in my documentation here or not.

Q. Okay. You said that you stopped handling ESSX. Did you just stop handling the ESSX service with BellSouth or all of ESSX for TCCF?

A. I stopped handling all of it on a direct basis in January of '97. I was available for consultative purposes throughout the rest of the time.

Q. Was it January '97 or January '98?

A. I'm sorry. January '98.

Q. Okay. And then you said from that point forward, Kip Ripper was handling it?

A. And Don Casement.

Q. Okay. And when you say Kip Ripper, is that Kip Ripper, III or IV?

A. III.

Q. Okay. Who is handling it today, or how long did they handle it?

A. I got back involved in it around October -- September, October time -- end of September, first part of October time frame. Actually, that's not true. It was later than that because I was on leave for ten weeks starting the end of August.

Q. Okay. Why did you stop handling it in January of '98?

A. I was handling installation of a DMS 300/250 in Miami.

Q. And who was that for?

A. That was for The Telephone Company of Central Florida.

Q. Was that BellSouth DMS?

A. No, it was not. It was our DMS.

Q. Okay. With what company? Oh, it was your own DMS?

A. That's correct.

Q. So you weren't working with any other telephone company?

A. No, I was not.

Q. Can you just generally explain the organizational structure of TCCF? Do you report directly to Kip Ripper, III?

A. I do.

Q. And then do you have others who report to you?

A. I did. I do not now.

Q. Who do those folks report to that used to report to you?

A. They don't. They are not --

Q. Are they no longer employed?

A. That's correct.

Q. Pardon?
A. That is correct.
Q. Who did you have reporting to you?
A. Norman Ripper, IV, and Don Casement.
Q. Do you know why they're no longer employed at TCCF?
A. Well, Norman Ripper, IV, is in the Navy and Don Casement is no longer employed here. He works for another company.
Q. Was that voluntarily?
MS. KAUFMAN: Was what voluntarily?
MS. KEYER: His leaving TCCF.
MS. KAUFMAN: Mr. Casement?
MS. KEYER: Yes.
THE WITNESS: He was laid off.
BY MS. KEYER:
Q. So were there any other individuals at TCCF who were involved in implementing ESSX with BellSouth other than you, Kip Ripper, III, Kip Ripper, IV, and Don Casement?
A. There were a couple of customer service people that were involved in the actual order writing for the move from 1-FP to ESSX.
Q. Is that two people?
A. I don't know how many of that group were

involved. It was not responsible to me.

Q. Were they service representatives?

A. That's correct.

Q. What training did Don Casement have? Do you know anything about his training?

A. Well, I know he was trained at Ninex. I'm not sure what all he was trained in, but he had quite a few years of telecommunications experience. We provided some T1 training for him and, obviously, we provided on-site ESSX training, but he was familiar with Centrex services out of the Ninex environment.

Q. And do you know how many customers TCCF has on ESSX?

MS. KAUFMAN: Today?

MS. KEYER: Yes.

THE WITNESS: It would just be an estimate. I really don't know.

BY MS. KEYER:

Q. What would your estimate be?

A. Maybe 300.

Q. Now, are those 300 customers on -- what type of ESSX service are they on?

A. Well, first of all, it's just a guess.

Q. I understand.

A. I mean, I haven't been able -- I haven't

been in a position to follow the move of the customer base over the last six months.

First of all, remember that I have -- I was on leave for ten weeks right in the middle of this. Starting the end of August, I was on leave for ten weeks. I was not active in the business at all during that time.

Q. Was that a personal leave?

A. I had open-heart surgery.

Q. Ooh, hope you're doing all right.

A. Doing just fine.

Q. Great.

Okay. So can you tell me what those -- what type of ESSX service those customers are on?

A. Well, when you say what type, are you talking about digital ESSX service, are you talking about the type of central office they're in, or what are you asking me?

Q. Well, I'll come back to that. Maybe when I ask some other questions, you'll understand what I'm asking.

A. Okay.

Q. Have you worked with any other companies within BellSouth since you've been working for TCCF?

A. Yeah. I worked with a company before my

employment with TCCF off of the east coast over in Cocoa that was an ARS for BellSouth.

Q. Well, I guess my question was: Did you -- you were working for TCCF and the implementation of ESSX through BellSouth?

A. Yes.

Q. Did you handle any other projects or services with any other telephone companies, Sprint, GTE, or any others, while working for TCCF?

A. I handled other services but not with Sprint, GTE, that type of -- what I handled other than the ESSX was the provisioning of the network services for DS1s, DS3s, ISDN, BRIs, PRIs, and any other type of private line services that were required for our new customers, but I handled that primarily with WilTel. And then anything that was BellSouth related that we needed the order, like Megalinks or channelized Megalinks, those Syncronet services or those type things, I was involved in just getting that initial information to our customers' service people for placing the order.

Q. Okay. Did you run into any problems with WilTel, any technical problems or personnel problems?

A. I'm not sure I understand what you're asking me.

Q. Well, did you experience -- in working primarily with WilTel to get these services provisioned, did you run into any problems with WilTel?

A. I did not have any technical problems with WilTel at all.

Q. Did you have personnel problems with WilTel?

A. Not really. It was strictly a business relationship.

Q. When you say not really, it sounds like you must have had something.

A. I'm a very demanding customer, and when things don't get done when I want them to get done, I get them done. So, consequently, there were maybe some times when there was a little bit of conflict, but no different than with any other business that I do business with.

Q. Why is WilTel no longer involved as a long distance carrier?

A. I don't think it's my position to try to explain the WilTel, WorldCom, TCCF relationship. It's out of my realm of responsibility.

Q. So are you saying that WilTel is no longer involved because of the -- something with WorldCom?

A. No. I'm saying it's not my area of

responsibility and it would be remiss on my part to try to expound on something that I do not have the responsibility or the knowledge to do so.

Q. Who has that responsibility or knowledge?

A. Mr. Ripper.

Q. What is your understanding of why they're no longer involved?

A. The services are no longer offered by WorldCom to TCCF.

Q. Okay. And what's your understanding as to why that is?

A. Because of a breakdown in financial negotiations between the two companies because of business situations that existed as of May of 1998.

Q. Who is the long distance carrier that TCCF used after WilTel? Have you already told me that?

A. I have not. I did not negotiate those contracts.

Q. Do you know who the long distance carrier is or was after WilTel?

A. I know who the long distance carrier is as of this -- right this moment.

Q. Who is that?

A. IDS.

Q. How long has IDS been the long distance

carrier?

A. I don't know. I did not negotiate that contract.

Q. When did you come back to work?

A. Mid October.

Q. Was IDS the long distance carrier at the time?

A. I was not involved in that. My responsibility was --

Q. Were you reinvolved?

A. No. My responsibilities when I came back were specifically associated with the DMS switch in Miami.

Q. Okay. But I thought you had said earlier that you've become reinvolved with this issue?

A. I became reinvolved with it in May.

Q. May of '90 --

A. May of '98, only on an interim basis, to answer some correspondence that came from Wayne Carnes.

Q. And who was the long distance carrier at that time?

A. In May, it was WilTel.

Q. Okay. You don't know who was the long distance carrier after that? I mean --

A. I do not. I was not involved in that.
Q. Okay. Are you involved in it now?
A. I'm involved only in assisting with any evaluation or implementation for ESSX, but as of right now, there's not a whole lot happening in that arena. I was involved in some of the cost evaluation and that type thing.
Q. Cost evaluation of what?
A. ESSX, ESSX and MultiServ.
Q. Mr. Koller, you don't have an engineering degree; right?
A. I do not.
Q. You have a general studies degree?
A. That's correct. It's from the University College of the University of Maryland, which is their night school.
Q. And what's general studies?
A. It's the degree that they offer in that college. It's the only one you can get.
Q. What does it involve?
A. Mine involves 152 hours of all kinds of college work.
Q. Is that just general classes, history, math, science, English?
A. Well, it's a general curriculum that's

required in order to get a four-year degree from the University of Maryland. And the only thing is, at that particular time in the early 1970s, late 1960s, they offered a Bachelor of Arts in general studies. That's what you could get at night, period.

Q. Okay. And then you said you have an EMBA. Is that an Executive --

A. No. I said I participated in the EMBA program at Xavier University in Cincinnati, Ohio. I did not complete that degree.

Q. Okay. Now, in your direct testimony, you indicated that you have been trained to design and implement Centrex complex services including ESSX, VS, S, M, and L systems?

A. Uh-huh.

Q. MultiServ and MultiServ Plus?

A. Yes.

Q. Now, when you refer to ESSX as a Centrex complex service, can you tell me what you mean by that? What do you mean when you're referring to ESSX?

MS. KAUFMAN: I'm sorry, Mary. Are you asking about ESSX or are you asking him about Centrex complex service? I thought you had two different questions there.

MS. KEYER: No. Those questions were: What

is ESSX?

MS. KAUFMAN: Okay.

THE WITNESS: ESSX is a BellSouth name for Centrex complex services, basically.

BY MS. KEYER:

Q. Okay. And what is it?

A. It's a service offering that provides station capability out of a common block that's associated in the central office, and along with that, you have network access registers that provide the in-and-out capability to those common blocks. That common block provides a block of stations and the features associated with it and what other -- whatever other services are detailed within the A-12 turf.

Q. Okay. Now, when you say station capability on a common block --

A. Uh-huh.

Q. -- what does that mean?

A. It means there's a seven digit number that's associated with each one of those stations in that common block and those can be provided on a off-premise basis from the central office to wherever your business location is provided via network access capability, and you can have your -- it's basically like having your telephone system, instead of on your

premise, in the central office.

Q. And what is ESSX when you say VS, S, M, and L?

A. It's the size of the system.

Q. Pardon?

A. It's the system size. At each size break point, there's a price break point.

Q. Okay. Is VS very small?

A. Yes.

Q. So when you say with each size there's a break point, is that based on the number of lines or the number of stations?

A. It's the number of station lines.

Q. Now, what type of customers usually use ESSX service?

A. Well, since you have a VS, it's any customer that has the requirement for four stations and four network access registers up to whatever size you want. The S goes up to 200 lines, the M starts at 201 and goes to 600 lines, and the L starts at 601 and goes up from there. So it's whatever size business fits within those categories.

Q. And for what purpose do the customers typically use ESSX? Is it kind of a service there, I think you said earlier, I mean, almost like a central

office? They have the capabilities of having a number of lines associated with one company or --

A. Well, you can have an ESSX customer as small as four station lines.

Q. And why would a customer want ESSX?

A. Because -- it depends on the individual customer, to be honest with you. There are different reasons for different applications, but the concept is the equipment required on premise in the capital investment for that equipment is forgone because you have the equipment in the central office, so consequently, you pay a monthly amount for those services and capabilities in lieu of putting your own telephone system on premise.

Other reasons why you would have ESSX would be multiple locations within the same wire center to allow you to have interconnectability between those locations for intercom purposes.

Q. Okay. And so you might -- that may allow -- is that something that would allow a company to provide like four or five-digit dialing?

A. They could, yes.

Q. Now, can you describe what training you've had in designing ESSX service?

A. Well, I was originally trained in Centrex

with C&P Telephone Company of Maryland starting in 1968. Believe it or not, these services just keep going round and round.

I've had the software course on ESSX and the software course on MultiServ, MultiServ Plus that's provided by BellSouth through the ARS organizations that are associated with them.

Q. Anything else?

A. Yes. I've had -- well, with C&P Telephone, I had their initial two weeks of PBX training. I've had USOC training so I can understand and read tariffs. And over the years, over the 30 years plus of my telecommunications experience, I've worked in different Centrex environments in different Bell -- companies prior to the breakup and after the breakup of the Bell system, including Cincinnati Bell, C&P Telephone Company of Maryland, C&P Telephone Company of Washington, D.C., C&P Telephone Company of Virginia, and --

Q. Can you just briefly describe the positions with each of those companies, when you did it and for how long?

MS. KAUFMAN: Mary, if you could let him complete his answer first.

MS. KEYER: Sorry. I thought he was done.

MS. KAUFMAN: No, I don't think so.

MS. KEYER: Okay. I'm sorry. I apologize. Go ahead.

MS. KAUFMAN: I don't know where you were.

THE WITNESS: I don't know where I was either, but in addition to that, I've been trained by United Technologies, ITT, General Dynamics Communications, and several other companies in the telecommunications business.

I don't know that you want to take the time and go back through my entire career and try to put it back together.

BY MS. KEYER:

Q. Well, what I would like to do is if you could just give us a brief history of your background and just say, you know, from whatever year to whatever year, you worked at whatever company and what your position was.

A. Right now, I can only give you approximates.

Q. That's fine.

A. C&P Telephone Company of Maryland, 1964, I worked in frame maintenance on a 701, two-story central office.

Q. What was your position?

A. Frame maintenance. It was called a frame

hop. It's an initial --

Q. Is that like a frame attendant?

A. You might call it that now. It's called a frame hop back then. I was a CWA worker and the whole nine yards.

Q. That was when?

A. Just the year of '64. That was the first job in telecommunications.

Q. Okay.

A. 1968 to 1971, C&P Telephone Company of Maryland, Wheaton, Maryland. I was in marketing. I was trained in their PBX systems two weeks and then in field training and the USOC school for reading USOC codes.

Q. You can keep going.

A. Oh, okay. Just wanted to give you time.

ITT, CESD, and CS from '71 to '79, basically. It was in Silver Hill, Maryland, Leesburg -- no, not Leesburg. I'm trying to think. It was in Merriweather Virginia, and Atlanta, Georgia, multiple positions, initially sales, system engineering. And from '76 to '79, I was a field general manager in Atlanta.

From '79 to '84, FS Communications, which was purchased by General Dynamics Communications,

which was purchased by United Technologies Communications. Those positions were all field general managers, Cincinnati, Ohio, and Indianapolis, Indiana.

All these positions in the private company were competing with directly whatever LECs were local to those areas, Maryland, D.C., Virginia, Atlanta, Cincinnati, and Indianapolis. So it was Cincinnati Bell, C&P Telephone Company of Maryland, BellSouth. I don't remember what Indianapolis was.

Q. That was while you were at General Dynamics?

A. That's while I was at three companies.

Q. Right, United Technologies and --

A. One bought the other bought the other.

Q. Okay.

A. And then from that point until I -- well, let's see. From '84 -- actually, from the end of '84 -- actually, starting in '85, I had my own business in Orlando until probably '93 or '94.

Q. And what did you do in that business?

A. I did interactive voice response systems, 150 of them, in the state of Florida -- throughout the state of Florida, all PBX associated, nothing smaller, all central office oriented, because it was on the front side of the switching system on the CO side of

the office, so we had to interface with all the central offices.

From that point until I came to The Telephone Company of Central Florida, I acted in a consulting capacity and I handled network services and ESSX services. I worked with about 15 ESSX customers before I worked with Kip.

Q. And those 15 ESSX customers, how did they use their ESSX service? Is it in the way we described earlier?

A. They used it as a business service, yeah. There were some of them that had their own telephone systems and actually interfaced ESSX to those, but primarily, they were used as a central office service.

Q. Can we agree for our purposes today that we'll refer to that as the standard ESSX arrangement?

MS. KAUFMAN: No, I don't think we can agree to that, Mary.

MS. KEYER: I'm asking the witness for our purposes of our discussion so that when I say standard ESSX, he knows what I'm talking about.

MS. KAUFMAN: Well, I'm gonna object to that, to the form of the question.

MS. KEYER: Okay.

///

BY MS. KEYER:

Q. Mr. Koller, so you'll understand, when I refer to standard ESSX service, do you understand that that's what I'll be referring to?

A. You're gonna have to tell me what you're calling a standard ESSX arrangement. I don't know. You haven't -- you explain to me what you're saying a standard ESSX service is.

Q. Well, when you explained what ESSX was and you said that companies have -- you're putting me on the spot there, aren't you?

A. I'm not trying to. I just want to make sure I understand.

Q. I think, you know, if you look at the tariff -- are you familiar with BellSouth's tariff?

A. I am.

Q. Can we agree that that's what a standard ESSX arrangement would be?

A. You mean that the BellSouth tariff is a standard ESSX arrangement?

Q. That the ESSX service referred to in the BellSouth tariff is what I am calling a standard ESSX arrangement.

A. That would include everything in the tariff?

Q. Well, that would be the -- what do you mean by everything in the tariff?

A. Well, everything in the tariff. That includes the digital access terminations in a common block, that includes the assume dial 9 capability, and all of the other features that are detailed and outlined in the tariff. Does it include everything that's in that tariff? Because if it doesn't, then it's not a standard application, because anything in the tariff that's not a special assembly is a standard application.

Q. Okay. Well, let's use that.

So you would agree that that's a standard application of ESSX?

A. That's correct.

Q. Okay. Now, when you went to work for TCCF -- and I think you said initially, your duties were the implementation of ESSX services in 23 central offices --

A. That's correct.

Q. -- can you explain to me what ESSX service was being implemented?

A. Yes, I can. An ESSX M-201 line system with 20 NARS per the contract arrangement that was done in May.

Q. And for what purpose was TCCF going to use the ESSX?

A. To provide business services to its customers.

Q. And when you say provide -- so there was no residential services involved; is that right?

A. No. Business services.

Q. Okay. And when you say provide business services, was that a way -- was TCCF going to use the ESSX station lines and disguise them as business lines to its end users?

MS. KAUFMAN: I'm gonna object to the form of the question, the use of the word "disguise".

MS. KEYER: Okay.

You can go ahead and answer the question.

MS. KAUFMAN: If you understand it.

THE WITNESS: Okay. Would you repeat it again for me?

MS. KEYER: Do you know you know what the -- can the court reporter repeat it?

COURT REPORTER: Sure.

MS. KEYER: Thank you, 'cause I can't.

(Thereupon, a portion of the record was read by the court reporter.)

THE WITNESS: My answer to that, Mary, is

gonna be no. The intent was to provide ESSX service utilizing the assume dial 9 capabilities and the other tariffed features of ESSX service to provide a business arrangement on an SLA basis, which is how additional locations for ESSX systems are designated within the tariff,

BY MS. KEYER:

Q. What do you mean when you say SLA?

A. SLA is a secondary location in an ESSX arrangement.

Q. Now, the customers that were going to be on an ESSX were not all customers with the same company; right?

A. Wasn't of any concern to me. I was not involved in the marketing of that service, but I'm sure there were multiple companies involved.

Q. Mr. Koller, would you agree that it was TCCF's intention to make the ESSX lines look like a business line to the customer?

A. It was to make the ESSX line have functionality of a business line, which is why you have in your tariff assume dial 9.

Q. And TCCF was using that in order to provide business service to various customers?

A. Yes.

Q. Now, explain assume dial 9.

A. Well, the concept is fairly similar. You pick up the telephone and you have an outside dial tone.

Q. By pressing 9?

A. No. It assumes the dial 9, so it precludes you from having to dial 9 when you pick up the phone. You automatically have outside dial tone capability.

Q. Now, the way in which TCCF was going to use ESSX service, did the assume dial 9 feature present a problem?

A. No. It was absolutely necessary that we have it.

Q. What about for billing purposes?

A. Assume dial 9 has nothing to do with billing.

Q. So it's your testimony that the assume dial 9 did not present any billing problems or billing issues?

A. Absolutely.

Q. Did TCCF encounter any problems with BellSouth from the standpoint of the assume dial 9 feature and implementing ESSX?

A. I don't recall any problems with the assume dial 9.

Q. Now, the customers that you referred to earlier -- and you said it was a guess, but you thought maybe TCCF had about 300 ESSX customers -- are those customers -- when you say 300 ESSX customers, are those customers to whom TCCF is reselling ESSX service or are those customers to whom TCCF is providing a 1-FB line through the ESSX?

A. You can't provide a 1-FB line through the ESSX.

Q. You cannot?

A. No, you cannot.

Q. Okay. I thought you had said that TCCF was using the ESSX stations to provide 1-FC lines.

A. No. I said they were using the ESSX service to provide business services to those customers.

Q. Okay. Well, when you say business services, what is TCCF providing to its customers?

A. They're providing a line that provides incoming and outgoing calling and dial tone capability.

Q. And is that not a business line to those customers?

A. Not if they're in ESSX, they're not.

Q. Well, to the customer, it looks like a business line, doesn't it?

A. It operates similarly, but what's the difference?

Q. Well, that's what I'm asking you. To the customer, there is no difference.

A. Well, there is if you're providing additional feature capabilities and other things, other benefits to that customer.

Q. So your answer would be that at -- when I asked you -- I'm gonna go back to my question.

A. Okay.

Q. The 300 ESSX customers that you said you thought TCCF had, are those customers who to whom TCCF is reselling ESSX service or are those customers to whom TCCF is providing a business line through ESSX?

A. I don't -- I can't fathom the difference. I don't understand where your difference is. If I provide an ESSX line to you as a business customer, it's the same thing whether it's an ESSX line. Whether you want to call it a business line or an ESSX line, it doesn't matter. It's the same service.

Q. Mr. Koller --

A. Yes.

Q. -- is TCCF selling ESSX service to any customers?

A. When you say ESSX service, what is your

definition of ESSX service?

Q. The standard ESSX arrangement that you and I agreed to was provided for under BellSouth.

A. Are they selling ESSX services per the A-12 tariff?

Q. Yes.

A. Yes.

Q. Okay. And how many customers is TCCF selling the standard ESSX arrangement under the BellSouth tariff to?

A. Any customer that we're providing ESSX service to.

Q. Do you have any customers who are receiving ESSX VS from TCCF?

A. I'm sorry. ESSX what?

Q. VS.

MS. KAUFMAN: T like Tom, S like Sam?

MS. KEYER: V as very big.

MS. KAUFMAN: Oh, V. Okay. I'm sorry.

THE WITNESS: You mean as an individual stand-alone VS?

BY MS. KEYER:

Q. Yes.

A. I don't know.

Q. Did you work on any individual stand-alone

ESSX service system?

A. Did I?

Q. Yes.

A. No. I wouldn't do that. That's not part of my responsibility, never was.

Q. Okay. So your responsibility was not to resell ESSX service or not to provision ESSX service to TCCF customers?

A. No. My responsibility was the implementation of the 23 ESSX systems in the 23 central offices in conjunction with Bell and our long distance carrier.

Q. And that was solely for the purposes of providing to TCCF customers business lines through the use of ESSX; is that correct?

MS. KAUFMAN: Object to the form of the question.

You can go ahead and answer. You've answered already.

THE WITNESS: No, that's not correct. It was for the purposes of providing ESSX business services to our customers.

BY MS. KEYER:

Q. Do any of those customers have more than one line, Mr. Koller?

A. Yes, they do.

Q. Any of those customers purchase from TCCF an ESSX VS, S, M, or L system for service?

A. I know at different times through this whole scenario, we have had different size ESSX system customers. I don't know what the breakup or the breakdown of the customer base is.

Q. Can you find that out?

MS. KAUFMAN: Is that -- let me just ask if that's confidential information, the customer breakdown. And people are saying yes, that it is, Mary.

MS. KEYER: We'll be happy to enter into a confidentiality agreement.

MS. KAUFMAN: We're gonna have to discuss that. I don't know if that's gonna be sufficient. So could you repeat your request again, and maybe when an appropriate break time comes, I can discuss it with the client.

MS. KEYER: I would like to know if you'd provide me with a breakdown of your ESSX customers, the ones who have ESSX systems or the VS, S, M, or L, or the ones who are receiving business services, a business line.

MS. KAUFMAN: I don't even understand that

request. I'm sorry. Breakdown of ESSX customers by VS, S, M, L, and what was the end of that?

MS. KEYER: The end of that are the customers who are being just provided a single line, business line, through ESSX.

MS. KAUFMAN: Okay. We'll talk about it when there's a break and I have a chance to discuss it with the client.

MS. KEYER: Is the concern the confidentiality of the information?

MS. KAUFMAN: That's one.

MS. KEYER: As to the names, I just am interested in the numbers.

MS. KAUFMAN: Okay. Well, I'm interested in -- I really don't understand your request, and so that's another thing I need to discuss with them. And, yes, it also has to do with the confidentiality.

MS. KEYER: So you're saying that the numbers of the customers on ESSX service is confidential?

MS. KAUFMAN: I don't know till we discuss it, Mary.

MS. KEYER: Well, that seems to be a pretty straightforward question. I don't know what

there is to discuss on just the number of customers. We will gladly enter into an agreement, if we need to, if it's confidential.

MS. KAUFMAN: Well, I guess the best I can do for you right now is let you know after we take a break.

Everybody is looking at their watch like should we take a break now?

MS. KEYER: You all want to take a break?

MS. KAUFMAN: Mr. Koller?

THE WITNESS: I don't care. It doesn't matter to me.

MS. KAUFMAN: No. We can go on if you want.

THE WITNESS: I'm fine.

MS. KEYER: Okay.

BY MS. KEYER:

Q. Did you say that on page 1 -- page 1 of your testimony -- well, I'm sorry. I'm not sure where you say it, but you indicate that TCCF provides local dial tone and long distance services pursuant to resale agreements with BellSouth.

A. Okay.

MS. KAUFMAN: Are you sure that's you?

///

BY MS. KEYER:

Q. Can you explain how TCCF provided that -- provides that?

MS. KAUFMAN: We're just searching for the reference.

THE WITNESS: It's right here. It's in A.

MS. KAUFMAN: Okay.

THE WITNESS: It's in line 6 and 7.

MS. KAUFMAN: Okay.

THE WITNESS: That's just -- that's a statement of product services is all that is. We provide local dial tone and long distance services pursuant to our resale agreements with these companies, including BellSouth.

BY MS. KEYER:

Q. And how do you provide the local dial tone and long distance service through your resale agreement with BellSouth?

A. Like any resaler does.

Q. Well, explain to me how TCCF does. How can you provide long distance service under BellSouth's resale agreement?

A. BellSouth can't provide long distance service. Any customer that becomes a resale customer of The Telephone Company of Central Florida, we can

provide long distance services to that company through our carrier agreements, so that when they pick up their telephone and dial a long distance number, they go out over a service that's billed through us.

Q. And how does, -- how are you providing that service under BellSouth's resale agreement?

A. The same way we provide it under any of them.

Q. And how is that?

A. By a carrier, by having a pick that picks it to the carrier.

Q. I meant, though, how is long distance service provided under BellSouth's agreement? I understand you obtain a carrier, but tell me how that's done through the BellSouth agreement, resale agreement.

A. Well, first of all, Mary, I'm not familiar with the resale agreement. That's not in my area of responsibility or concern. The only thing I can tell you is from a technical standpoint, you pick up your telephone and make a long distance call.

Q. And you don't know how that's done?

A. Of course I know how it's done.

Q. You don't know how that long distance service is being provided?

A. I know exactly how it is being provided.

Q. Okay. Can you explain that to me?

A. It's being provided by a pick code through the central office. When that caller makes a call, BellSouth bills that call back through our long distance carrier and that's how we get the billing.

Q. Is the --

A. It's no different than any other reseller.

Q. So why is it necessary to have ESSX service for that?

A. It's not. The long distance portion of it, you don't have to have ESSX service in order to provide long distance services and you don't have to have long distance services in order to provide the ESSX.

Q. Okay. So it is not -- so TCCF does not need BellSouth's ESSX service to provide the long distance services it provides to its customers?

A. We have customers that are not part of any ESSX system that we provide long distance services to.

Q. And my question is: Under BellSouth's resale agreement, you do not need BellSouth's ESSX service to provide long distance services to your customers?

A. Mary, I don't understand what you're asking

me.

Q. Well, I'll just keep -- I don't know how I can make it any clearer, Mr. Koller.

A. Well, because what you're asking is --

Q. Pardon?

A. What you're asking is contradictory. You're asking about two different things in a single question.

Q. Well, you can't answer it?

MS. KAUFMAN: I think he doesn't understand it, Mary, is the problem.

BY MS. KEYER:

Q. Well, tell me what you don't under -- what part don't you understand?

A. I don't understand why you're tying long distance and ESSX together in your question.

Q. Okay. So then what you're saying is you do not need ESSX service -- or ESSX service under BellSouth's resale agreement to provide long distance services that TCCF provides to your customers. That's pretty clear.

A. No, not really, it isn't, and I'll tell you why. You do not need ESSX service to provide long distance services through BellSouth as a reseller -- for any reseller, but in order to provide long

distance services in an ESSX environment, which is a major cornerstone of our business plan, you do need that.

Q. Because you're using ESSX station lines as business lines to your customers; is that right?

A. No, that's not why. It's because if I want to carry One Plus Services over a carrier of my designation for those customers, I need that capability, and if you have an ESSX customer out there, which I know you do, that has dedicated T1s for long distance services, they're doing exactly the same thing out of their ESSX.

Q. But you're using the ESSX service more or less as a switch, if you will, for your customers?

A. All customers use the ESSX service as a switch. That's why you have a common block in the central office. It does all the switching for you.

Q. Have you ever worked on any other ESSX service with any other company to provide a long distance service as TCCF is doing?

A. Ameritech.

Q. Okay. Is Ameritech the only one you know of?

A. That's the only one I work with. That was your question.

Q. When did you work with Ameritech on something like that?

A. Before I took employment with TCCF.

Q. Oh, is that your answer?

A. That was.

Q. I'm sorry. I thought you were gonna give an explanation.

A. That was what you asked me.

Q. I know, but I thought you were gonna say, before you were employed with TCCF, you did such and such and explain what you did at Ameritech or with Ameritech.

Was that through your consulting business?

A. That's correct.

Q. Okay. And what -- did you work with a customer or how did -- tell me about that.

A. I just assisted with provisioning for some Centrex services -- they don't call it ESSX -- and some T1s associated with it.

Q. And was that a similar arrangement to how TCCF is using ESSX service or wants to use ESSX?

A. Yes, it is.

Q. Pardon?

A. Yes, it was.

Q. And can you tell me what your role was in

that, what you did?

A. Alls I -- I had a very fringe role in that. I just provided some provisioning, some assistance in analyzing some customers for that, and providing some provisioning for some network interface that was required, some T1s.

Q. And when you say the provisioning of network interfaces --

A. Uh-huh.

Q. -- for T1s?

A. Yeah.

Q. What was involved in doing that?

A. Ordering a T1 from a carrier -- from the carrier pop to the customer location.

Q. So when you say a fringe role, it was really a matter of coordinating and getting the T1s ordered?

A. Primarily.

Q. So you weren't involved in the technical provisioning of the ESSX service to be used for that purpose?

A. I didn't roll my hands up -- my sleeves up in the central office, if that's what you're talking about, although I did interface with the central office on several occasions.

Q. Well, I'm not talking about working in the

central office. I think you said you had a fringe role that involved basically provisioning the T1s?

A. That's correct.

Q. Okay. And you would -- would you or would you not agree that the use to which TCCF is intending to put ESSX service is a non-standard arrangement? Would you agree with that?

A. No, I would not. I think everything that TCCF is doing in their ESSX arrangement is included in the 112 or the 12-A tariff and I think it falls under a standard arrangement.

Q. Other than TCCF, are you aware of any other company who is using ESSX for that purpose?

A. I am not aware of any.

Q. And in your previous answer about your fringe role, I think with the Ameritech situation --

A. Yes.

Q. -- was that one customer?

A. No, it was not.

Q. Who was that?

MS. KAUFMAN: You mean who was the customer?

BY MS. KEYER:

Q. Well, how many customers were there?

A. It was a multiple base of customers --

multiple customer base, rather. Excuse me.

Q. Did you work for Ameritech on that?

A. I worked with Ameritech.

Q. And were you employed by Ameritech for that purpose?

A. I was not.

Q. Okay. You were employed by someone else?

A. That's correct.

Q. Okay. And who was that?

A. I'm sorry. It's private records.

Q. Pardon?

A. It's confidential.

MS. KAUFMAN: It's confidential, Mary.

THE WITNESS: It's confidential.

BY MS. KEYER:

Q. Okay. So you had a client that used ESSX for this purpose; is that what you are saying?

A. No. I said I had a client that used Centrex services, not ESSX.

Q. How many customers used the Centrex service in that way that you're aware of at Ameritech?

A. I don't know what the size of the database was, but it was more than one.

Q. Who did you work with mainly at BellSouth?

MS. KAUFMAN: In regard to what, Mary?

MS. KEYER: In regard to the whole time he's been at TCCF.

MS. KAUFMAN: Okay.

BY MS. KEYER:

Q. I mean, were there different things that you worked on?

A. You're asking me who I worked with with the account team; is that what you're asking me?

Q. Well, let's start back when you started with TCCF, and I think you said February of '97?

A. Uh-huh.

Q. And your role was to implement ESSX?

A. That's correct.

Q. Who did you work with at BellSouth to implement ESSX from February '97 going forward?

A. Neal Holden.

Q. Neal Holden?

A. Uh-huh.

Q. Anyone else?

A. Oh, yeah. Judy Woods, Tom Bolding. Can't remember everybody. I interfaced with Joe Baker, I interfaced with Bill French, Rick LeGrange. There's at least a half a dozen others. The account team changed four times while I was dealing with them.

Q. Okay. You said you had interactions with

Joe Baker?

A. That's correct.

Q. What interaction did you have with him?

A. I was involved with Joe Baker when he was providing the capability for us to send existing accounts to the interconnection services team for the purposes of moving them into ESSX. He authorized them to do all of the paperwork required to move those accounts. And then I had interaction with him on different occasions when dates weren't met for different technical things that were supposed to be accomplished that weren't.

Q. Okay. When you say interactions with him, did you actually talk to him?

A. I talked to him a couple of times. Mostly, I corresponded with him.

Q. And in your conversations with him -- how many conversations did you have with him?

A. Maybe two.

Q. Pardon?

A. Maybe two.

Q. And what was the extent of those conversations?

A. Well, one of them was about what I just told you, about the provisioning of the accounts and the

assistance that BellSouth would provide us in getting those accounts provisioned.

Q. Did Joe Baker indicate to you what BellSouth would do --

A. Yes.

Q. -- or did he tell you he would check into it or --

A. No. He said that he would have his resources provide that capability, that we did not have to provide the resources to move those accounts.

Q. And provide the capability, you mean to complete the paperwork?

A. That's correct.

Q. Okay. That was one conversation. You said you had another conversation with him?

A. I'm not sure if we talked about it or if we just corresponded about the letter from Wayne Carnes regarding BellSouth's readiness for implementation of ESSX in April of 1998. We got a letter from that department and I responded to it and I did not get a response, so I went to Joe Baker and he got me a response.

Q. Okay. So the ESSX customers that TCCF has today, how long have they been on ESSX?

A. I don't know how the database has changed,

Mary. I haven't been involved in it since before my operation.

Q. To your knowledge, do you know when -- how far back they go?

A. They could go all the way -- they could go all the way back to June of '96, June, July of '96, when the first accounts were cut over to ESSX service, but I don't know that they do.

Q. Do you recall when you came on board, that there were some existing ESSX customers at that time?

A. Yes.

MS. KEYER: Give me a minute.

You all want to take a quick break?

MS. KAUFMAN: If you want, whatever.

MS. KEYER: Why don't we do that? Why don't we take like a five-minute break?

MS. KAUFMAN: Okay.

MS. KEYER: Okay.

(Thereupon, a recess was taken.)

BY MS. KEYER:

Q. Okay. Mr. Koller, you said that you would not agree that this is a non-standard use of ESSX. Can you explain why you say that? And be very basic, like third grade level.

A. Because the ESSX services that we are

providing are all part of the ESSX tariff. They're all features and capabilities that are included within that tariff.

Q. Okay. Would you identify those for me?

A. I don't know where the tariff starts, but it starts from page 1 of the A-12, wherever it's at, to the end. It's what you and I agreed upon was the standard ESSX, and that's everything that's included in that A-12 tariff. Every feature and every capability that is in there is part of the standard offering of ESSX. They may be optional features and capabilities, but they're all part of the standard tariff.

Q. Is the dedicated line for long distance part of that?

A. The digital termination into the common block for a T1 is part of it.

Q. But is a dedicated line for long distance services part of that?

A. You're talking about the WilTel circuit? --

Q. Yes.

A. -- is that correct?

Q. Yes.

A. That became a special assembly by BellSouth, not by TCCF, and it became a special assembly because

BellSouth identified with WilTel that in order to provide the billing information on the BTN for the SLA, that the line it was being used for required a PRI interface, and that interface is within the central office. It's actually a digital cross-connect. It's really not a T1. It's just a tie line from one location in the central office to the outgoing location for the carrier in another part of it.

Q. And that's not included in the tariff; correct?

A. That's correct.

Q. And, in fact, that required a change in TCCF's original design, right, because it had to be changed to PRI circuit?

A. Actually, it didn't require a change in the initial design. It required an addition to the initial design in order to provide the digital cross connect, but the T1 arrangement that carries the long distance service is still the same T1 arrangement that's detailed in the A-12 tariff.

Q. And was there a problem with dual tone? I think you referred to a dual dial tone problem, and the digit 1 was used to access the T1 for long distance dialing?

A. That's correct.

Q. And can you explain what that problem was?

A. It's a problem in the five ESS central offices that was identified by Neal Holden and was supposed to be tested in the lab in Birmingham and resolved. That started about February of '97 was when that was identified, and sometime in April of '97, a special assembly was cut to provide engineering assistance for -- let's see. Was it for that service? I'm sorry, Mary. I'm getting confused.

Q. That's all right. You can take a minute.

A. Well, the special assemblies were for the T1s, so I've got to think back through that.

Q. No. I think you said in your testimony, page 9, lines 1 and 2, that a special assembly was required for the dual dial tone.

A. Was it? Okay. Let me go to that, okay?

Q. It's page 9, lines 1 and 2.

A. Okay. Let's see.

Oh, okay. Yeah. The information on that came from Tom Bolding basically saying this is a non-standard offering for this dual dial tone problem and we're gonna have to do a special assembly to accommodate it.

Q. Because that wasn't in the tariff; right?

A. Well, actually, if you look at the tariff, the tariff provides assume dial 9, which is one feature capability, and it provides automatic route selection, ARS, which is another capability. Unfortunately, when you combine those two together in a tariff required offering, they don't work together. They're both in the tariff, they're both a standard offering, but if you use them both in the same system, they don't work together. That's a problem within the central office, the five ESS central offices. It's not a problem in the tariff. And the special assembly that's required to accommodate that is because you have conflicting features within the tariff itself. We just happened to want to use both of those features at one time.

Q. And that was in the five ESS switches?

A. That's correct.

Q. Did you have any contacts with Mike Wilburn?

A. Very minimal.

MS. McKINNEY: Excuse me, everybody. This is June.

MS. KEYER: Yeah.

MS. McKINNEY: Can we go off the record for a minute?

MS. KEYER: Sure.

MS. McKINNEY: Thank you.

(Discussion held off the record.)

MS. KEYER: Okay. We're back on the record.

BY MS. KEYER:

Q. You indicated, Mr. Koller, on page 3 of your direct testimony that Joe Baker was a member of the second account team. Is that just because he was the vice president over that organization, is that why you listed him as part of the account team?

A. No. I listed him as part of the account team because at that particular point in our relationship, he headed the entourage that came here from BellSouth as an account team. So whether he was head of that account team or not, at that time, he was presented that way.

Q. And do you know when that was? Do you remember?

A. You mean when the meeting was?

Q. Right.

A. It looks like it was probably somewhere in the fall of '96. That can't be right. It had to be at the very beginning of '97, I guess. It had to be when I first started to handle the whole thing. That's -- that had to be when it was. I just -- I

don't have a record of the date of the meeting --

Q. Oh, that's all right.

A. -- with me, but it was a meeting on our premises.

Q. Okay. Did Mr. Baker make any statements in that meeting that you feel were relevant to any issues in this case?

A. I can only recall that he was as supportive as he possibly could be in every aspect of the implementation of the ESSX and gave us his word of support for whatever provisioning and assistance we needed to get the ESSX systems installed and implemented.

Q. Would you agree that BellSouth worked diligently with TCCF to do that?

A. Intermittently. I would say yes, I agree with it, intermittently.

Q. Well, you're gonna have to explain that.

A. Okay.

Q. What do you mean intermittently?

A. There were periods of time between the changes of the account teams and the technical problems that arose when BellSouth appeared to be making a diligent effort to accomplish the implementation of the ESSX, but before we could

complete any single aspect of that implementation, either the account members were changed that directly interfaced with us or other technical problems were brought to the forefront and caused changes in the ordering dates and implementation of the different services that were required to provide this implementation.

Q. Would you agree, Mr. Koller, that TCCF also had some problems on its side in implementing ESSX?

A. Mary, I believe that the only problems that TCCF had on our side in implementing ESSX was getting the account team to accommodate the provisioning that was required in order for us to put those customers into that service.

Q. So you think TCCF did everything perfect?

A. Well, I know we did everything that was requested of us and we were always available to accommodate whatever BellSouth needed to do that implementation.

Q. Are there any other problems that BellSouth had that you have not told me about in your deposition today?

A. The problems that are included in the direct testimony that you haven't covered.

Q. I think there was a reference to a D pass or

a DIN/DOR. Was that one you were thinking about?

A. Well, that's one problem. Anything that had to do with the BFR was a problem.

Q. Okay. Can you tell me what the difference is between MultiServ and ESSX?

A. Sure. The difference between MultiServ and ESSX is primarily an administrative capability. That's where the 400 USOC codes and the 1800 USOC codes come from and it was one of the primary considerations for the tariffing of MultiServ in place of ESSX, to reduce that administrative requirement. It bundled the services in the feature packages and other capabilities as opposed to being an individual USOC for every single piece in the system.

In addition to that, there were digital features and other features that were made available to MultiServ and MultiServ Plus customers that were not made available as a standard offering in ESSX but were available to any customer on a special assembly basis.

Q. So under MultiServ, they were available -- Well, just strike that question.

What were those features that were available on MultiServ on a standard basis that were not available under ESSX?

A. Mary, I can't tell you without going back and comparing the tariffs.

Q. Okay. Do you have any just that come off the top of your head that you were thinking about? I think you said digital services?

A. Well, they would be newer services that were newly offered when MultiServ came out, like something like Caller ID Deluxe maybe.

Q. Okay.

A. Some forms of Memory Call.

Q. Like vertical services --

Well, never mind.

A. I don't know what they are, Mary.

Q. Okay. That's like a Caller ID Deluxe or --?

A. Oh, okay.

MS. KEYER: Okay. Hang on one second.

(Discussion held off the record.)

MS. KEYER: Okay. I think that's all I have.

MS. KAUFMAN: Okay. And I guess June said she didn't have any, and I don't have any redirect.

MS. KEYER: Okay.

(Discussion held off the record.)

MS. KEYER: I just wanted to clarify, 'cause

I don't think we found out who was present from your end, Vicki.

MS. KAUFMAN: Same folks.

MS. KEYER: Pardon?

MS. KAUFMAN: The same people that have been here.

MS. KEYER: Kip and Ken and you?

MS. KAUFMAN: Right, yes.

MS. KEYER: Okay. That's it.

(Witness excused.)

(Thereupon, at 3:43 p.m., the deposition was concluded.)

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF MARION)

I, the undersigned authority, certify that KENNETH E. KOLLER personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 18th day of January, 1999.

Susan Gale Salenger, RPR
Notary Public-State of Florida

Susan Gale Salenger
MY COMMISSION # CC558111 EXPIRES
June 6, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 981052-TP EXHIBIT NO. 8
COMPANY/
WITNESS: Welch
DATE: 1-22-99

Agreement Between BellSouth Telecommunications, Inc. and The Telephone Company of Central Florida Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between **BellSouth Telecommunications, Inc.**, ("BellSouth or Company"), a Georgia corporation and The Telephone Company of Central Florida,("Reseller") Florida corporation and shall be deemed effective as of ~~June 1~~, 1996. MAY 28 ENK

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and ENK

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows: ENK

I. Term of the Agreement

MAY 28

A. The term of this Agreement shall be two years, beginning ~~June 1,~~ 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

ENK

II. Definition of Terms

A. CUSTOMER CODE means the three digit number following a customer's telephone number as shown on the customer's bill.

B. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.

C. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company .

D. END USER means the ultimate user of the telecommunications services.

E. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

F. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

G. OTHER LOCAL EXCHANGE COMPANY (OLEC)means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

H. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

I. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

A. Reseller may resell the tariffed local exchange, including Centrex type services available under Section A12 of the Florida tariff, and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; and contract service arrangements.

B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller

G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection. Reseller is entitled to the same conditions contained in this paragraph.

I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as

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of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

2. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

3. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.38.

4. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

G. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. When an existing customer of the Company switches to Reseller, Reseller must provide the Company with the Customer Code or Codes, when multiple codes apply, for that end user.

E. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

F. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

G. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service

with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	$19.41
(b) each Public or Semi-Public line	$34.19

H. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

K. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

M. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing

disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

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

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or

2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential	
	(a) Each Individual Line or Trunk	$3.50
2.	Single Line Business	
	(b) Each Individual Line or Trunk	$3.50
3.	Multi-line Business	
	(c) Each Individual Line or Trunk	$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. In payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user

or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible forma and clearly marked with a confidential, private or proprietary legend or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as other wise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Florida Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Florida Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

Sa K 5-28

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigne parties and reflects the conclusion of the undersigned that this Agreement is in the bes interests of all parties.

XVI. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in pers or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

Reseller ELDER RIPPER
THE TELEPHONE CO. OF CENTRAL
SUITE 210, 3551 N. LAKE MARY BL
LAKE MARY, FL. 32746

or at such other address as the intended recipient previously shall have designate by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mai Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, a in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby

BellSouth Telecommunications, Inc.

BY: _____
Signature

NAME: R C SCHEYE
Printed Name

TITLE: SR DIR - STRAT MGMT

Reseller

BY: _____
Signature

NAME: ELDER N. RIPPER III
Printed Name

TITLE: PRESIDENT

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purpose of resale to Reseller end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	11.6%	9.6%
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

If a state commission orders a discount different from those specified above, and if Company has provided those discounts to another reseller, those same discounts will be offered to Reseller.

ENC
5-29-96

Agreement Between BellSouth Telecommunications, Inc. and Reseller Company, Inc. Regarding The Sale of BellSouth Telecommunications Services to Reseller Company, Inc. For The Purposes of Resale

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth" or "Company"), a Georgia corporation, and Reseller Company, Inc. ("Reseller"), a _____ corporation, and shall be deemed effective as of _____, 1998.

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is or seeks to become an alternative local exchange telecommunications company authorized to provide telecommunications services in the state(s) of _____, _____, _____, _____, _____, _____, _____, _____, and _____; and

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

I. Term of the Agreement

A. The term of this Agreement shall be two years beginning _____, 1998 and shall apply to all of BellSouth's serving territory as of January 1, 1998 in the state(s) of _____, _____, _____, _____, _____, _____, _____, _____, and _____; and

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

II. Definition of Terms

A. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

B. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company.

C. END USER means the ultimate user of the telecommunications services.

D. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

E. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

F. OTHER LOCAL EXCHANGE COMPANY (OLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

G. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

H. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

A. Reseller may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

B. Reseller may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

1. Reseller must resell services to other end users.

2. Reseller must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams.

3. Reseller cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

C. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

D. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

E. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

F. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

G. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller.

H. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

I. Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M. The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller. The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Reseller.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

T. BellSouth will provide customer record information to Reseller provided Reseller has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.

1. Reseller agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Reseller. Reseller will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

2. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Reseller who utilize the services.

U. BellSouth will provide certain selected messaging services to Reseller for resale of messaging service without the wholesale discount.

V. BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

W. All costs incurred by BellSouth for providing services to Reseller that are not covered in the BellSouth tariffs shall be recovered from the Reseller(s) who utilize those services.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

4. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

6. The Company reserves the right to periodically audit services purchased by Reseller to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Reseller shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

E. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Reseller is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

V. Maintenance of Services

A. Reseller will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

B. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller. These charges can be adjusted if Reseller provides satisfactory proof of authorization.

G. In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

1. Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

2. If a security deposit is required, such security deposit shall be made prior to the inauguration of service.

3. Such security deposit may not exceed two months' estimated billing.

4. The fact that a security deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

5. The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6. In the event that Reseller defaults on its account, service to Reseller will be terminated and any security deposits held will be applied to its account.

7. In the case of a cash deposit, interest at a rate as set forth in the appropriate BellSouth tariff shall be paid to Reseller during the continuance of the security deposit. Interest on a security deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

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

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

1. If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. Requests by the Reseller for assistance with billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill Reseller end user common line charges identical to the end user common line charges the Company bills its end users.

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Reseller that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter.

3. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.

4. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Reseller 's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user or Reseller's upon payment of the appropriate connection fee and subject to the Company's normal application procedures. Reseller's is solely responsible for notifying the end user of the proposed disconnection of the service.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from

voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller.

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller.

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller.

X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible format and clearly marked with a confidential, private or proprietary legend, or, when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVI. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.	Reseller Company, Inc.
CLEC Account Team	_____
3535 Colonnade Parkway	_____
Room E4E1	_____
Birmingham, AL 35243	_____

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVIII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.	Reseller Company, Inc.
BY: _____ Signature	BY: _____ Signature
NAME: Jerry Hendrix Printed Name	NAME: _____ Printed Name
TITLE: Director	TITLE: _____
DATE: _____	DATE: _____

EXHIBIT A
APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

DISCOUNT*		
STATE	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the enduser's central office.

** In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order (unlimited end user accounts)	Surcharge for manually placed orders, per end user account
ALABAMA	$100.00	$50.00	$10.80	$22.00
FLORIDA	$100.00	$50.00	$10.80	$22.00
GEORGIA	$100.00	$50.00	$10.80	$22.00
KENTUCKY	$100.00	$50.00	$10.80	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$18.14
MISSISSIPPI	$100.00	$50.00	$10.80	$22.00
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00
TENNESSEE	$100.00	$50.00	$10.80	$22.00

EXHIBIT B
Page 1 of 2

	Type of Service	AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 9	Note 9	Yes	Yes	Yes	No	Yes	No	Note 5	Note 5
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	911/E911 Services (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7	N11 Services (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch℠ Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

	Type of Service	MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	Note 5	Note 5	Note 6	Note 6	Yes	No	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	No	No	Yes	No	No	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note 10)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 10)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch℠ Svc (See Note 8)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12	Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Applicable Notes:

1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
(a) the stated tariff rate, less the wholesale discount;
(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

4 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Tennessee, Reseller shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Reseller must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Reseller is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Reseller may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.

5 In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order (1/28/97 for LA and 3/10/97 for MS) will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order (1/28/97 for LA and 3/10/97 for MS) will not be eligible for resale.

6 In North Carolina, **Contract Service Arrangements** entered into by BellSouth before April 15, 1997, shall be subject to resale at no discount, while BellSouth CSAs entered into after that date shall be subject to resale with the discount.

7 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

8 AdWatch[SM] Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service

9 In Alabama, **Contract Service Arrangements** entered into prior to Feb. 6, 1997 are not available for resale. CSAs entered into between Feb. 6, 1997 and May 13, 1997 are available for resale without a discount to the same client to whom the CSA is applicable. CSAs entered into May 14, 1997 and later are available for resale with a discount to the same client to whom the CSA is applicable.

10 Exclusions for **N11/911/E911** are also applicable to equipment associated with the service

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SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* In the case of a cross boundary situation, the discount which applies is the discount applicable to the location of the endluser's central office.

** In Tennessee, if ALEC provides its own operator services and directory services, the discount shall be 21.56%. ALEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order (unlimited end user accounts)	Surcharge for manually placed orders, per end user account
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TENNESSEE	$100.00	$50.00	$10.80	$22.00

May 5, 1998

Ms. Susan M. Arrington,
Manager, Interconnection Services - Pricing
BellSouth Telecommunications, Inc.
Room 34531 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, GA 30375

Dear Susan:

Attached find a listing of items which require discussion during the conference call scheduled for Monday, May 11th at 9:30 AM. As discussed, you will initiate the call.

Kip Ripper and myself will be in attendance for TCCF. Please advise if any items other than those listed require discussion.

Sincerely,

Andrea K. Welch

Andrea K. Welch,
Chief Operating Officer

cc: Kip Ripper

800•314•8428 Toll Free 407•328•5002 Phone 407•321•1454 Fax
3575 W. Lake Mary Blvd., Suite 107 Lake Mary, Florida 32746

TCCF & BellSouth

Resale Agreement Renewal

Items for Discussion

(Effective May 11, 1998)

- **Section III, Item A** - Need to discuss the omission of Centrex from our product offering. To date, **BellSouth** has been unable to provide this service to **TCCF**. How can you eliminate a service which has never been made available?
- **Section III, Item T** - Using the U.S. Mail to deliver customer record information is not acceptable.
- **Section III, Items T 1 & 2** - What, When & How Much?
- **Section III, Items U & V** - When will you & when won't you?
- **Section III, Item W** - Examples?
- **Section IV, Item A5** - Need copy of General Subscriber Service Tariff and Private Line Service Tariff for entire **BellSouth** region.
- **Section IV, Item E** - Need to discuss.
- **Section V, Item A** - Need copy of Work Center Interface Agreement.
- **Section VI, Item C** - Not happening. Need copy of most current Service Order Intervals.
- **Section VI, Item F** - Need copy of General Subscriber Service Tariff (requested above also)
- **Section VI, Item G5** - There needs to be a cap.
- **Section VII, Item I** - Need copy of General Subscriber Service Tariff and Private Line Service Tariff (requested above)
- **Exhibit A, Applicable Discounts** - Our documentation shows a discount of 17% (residence & business) for Alabama. Why is the agreement different?
- **Exhibit A, Operation Support Systems** - Need to discuss. Surely, this is a joke?
- **Exhibit B** - Need to discuss. Please point at differences as compared with current.

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TENNESSEE	$100.00	$50.00	$10.80	$22.00

BELL SOUTH OTHER CHARGES

Docket No. 981052-TP
Exhibit #___ (AKW-5)

Description	Charge	Svc Order
Charge For Deregulated Wiring Installation/Rearrangement Of Exposed Wiring And Jack	$ 70.00	
Charge For No Presubscribed Interexchange Carrier	$ 0.53	
Charge For No Presubscribed Interexchange Carrier	$ 2.75	
Charge For Processing Change In Service (Bus)	$ 15.81	X
Charge For Processing Change In Service (Res)	$ 7.82	X
Charge For Service Changed - Add'l Line(s)	$ 9.15	X
Charge For Service Changed - First Line (Bus)	$ 31.61	X
Charge For Service Connected - Add'l Line(s)	$ 9.98	X
Charge For Service Connected - First Line (Bus)	$ 46.59	X
Charge For Service Connected - First Line (Res)	$ 31.27	X
Charge For Unauthorized Local Service Change And Reconnection (Bus)	$ 38.41	
Charge For Unauthorized Local Service Change And Reconnection (Res)	$ 29.41	
One Time Charge For Changing Your Interlata Long Distance Company	$ 1.49	
One Time Charge For Changing Your Local Toll Company	$ 0.45	
One-Time Charge For 4 DS1FG Add'l Call Appearance Of The Primary Directory Number	$ 3.13	
One-Time Charge For A9D Essx/Digital Essx, Assume Dial "9", Per Line	$ 10.19	
One-Time Charge For Call Screening/Restriction	$ 8.32	
One-Time Charge For NSR Call Return - Per Line	$ 0.92	
One-Time Charge For Restoral Of Service (1st Line Bus)	$ 38.00	X
One-Time Charge For Restoral Of Service (1st Line Res)	$ 23.00	X
One-Time Charge For Restoral Of Service (Add'l Line(s) Bus)	$ 11.00	X
One-Time Charge For SMBBX Memorycall Answering Service	$ 15.00	X
One-Time Charge For Trouble Determination Complex	$ 45.00	
One-Time Charge For Trouble Determination Simple	$ 45.00	
Two-Line Modular Jack	$ 6.50	

Page 1 of 1

EXHIBIT A
APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purposes of resale to Reseller end users shall be available at the following discount off of the retail rate.

	DISCOUNT*	
STATE	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

* When a CLEC provides Resale service in a cross boundary area (areas that are part of the local service area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
			Electronic	Manual
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	$100.00	$50.00	$10.80	$22.00
FLORIDA	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
KENTUCKY	$100.00	$50.00	$10.89	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI	$100.00	$50.00	$10.80	$22.00
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00
TENNESSEE	$100.00	$50.00	$10.80	$22.00

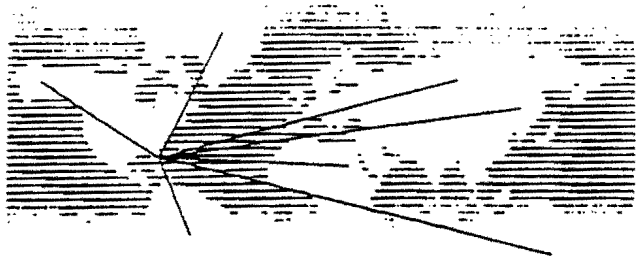
Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-appealable order by each state's Public Service Commission.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

[1] The Charge per 1,000 LSRs applies on a per CLEC basis.

[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

Docket No. 981052-TP
Exhibit #____ (AKW-7)



Fax

To: Mary Keyer | From: Andrea Ikner

Fax: (404) 658-9022 | Pages: 2

Phone: | Date: 9/24/98

Re: | CC:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Comments:

Per our conversation.

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800 [illegible] 8428 Toll Free 407 328 5002 Phone 407-321-1451 Fax
[illegible] Lake Mary Florida 32746

Resale Agreement - OSS Issue

BellSouth has developed electronic interfaces for placing most resale orders. **BellSouth** has also developed electronic systems for accessing data needed to place orders including valid address, available service and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. There shall be no charge for use of **BellSouth** developed electronic interfaces available upon the effective date of this Agreement when ordering Resale telecommunication services. When rates for use of the said **BellSouth** electronic interfaces are established via Commission rulings within the various states, they shall be applied to Reseller in accordance with the applicable rulings.

The above language with the exclusion of the OSS Chart would be acceptable to TCCF and would eliminate the necessity for arbitration within all states except Florida.

Mary K. Keyer
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0729
Facsimile: 404-658-9022

September 29, 1998

VIA FACSIMILE AND U.S. MAIL

Andrea Welch
Vice President-Administration
Telephone Company of Central
Florida, Inc.
3575 West Lake Mary Boulevard
Suite 210
Lake Mary, Florida 32746

Dear Ms. Welch:

This responds to your facsimile dated September 24, 1998, regarding TCCF's proposed OSS language for the Resale Agreement between BellSouth and TCCF in all states except Florida. As you indicated, if BellSouth and TCCF can agree on OSS language that would eliminate the necessity for arbitration in those states. BellSouth is interested in working with TCCF to resolve this issue and eliminate any unnecessary arbitration proceedings if possible.

I believe BellSouth and TCCF are not that far apart regarding the OSS language. I am enclosing for your review proposed OSS language which would cover all states in BellSouth's territory except Florida. These states are, of course, Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. The difference in this language and that proposed by TCCF seems to be that BellSouth proposes to include interim OSS rates in those states in which the Commission or Regulatory Authority has not yet ordered final OSS rates. As you know, rates have already been established by the Public Service Commissions in Georgia, Kentucky and Louisiana. The rates set forth in Exhibit A under BellSouth's proposed language for those states are in fact the rates that have been set by the Commissions in those states. The rates for the remaining five states listed in Exhibit A are very much in line with those established rates.

BellSouth's proposed language also includes a true-up provision for the interim rates once the Commissions or Regulatory Authority in the remaining five states set final rates. BellSouth believes this language is fair and reasonable to both parties as the rates listed therein are in line with the rates already established in three of BellSouth's states and are subject to true-up upon the Commissions issuing rates other than those listed in Exhibit A.

I believe the language proposed by BellSouth is fair and reasonable to both parties and hope it will be acceptable to TCCF so we can resolve eight of the nine pending arbitration proceedings. I look forward to hearing from you soon regarding resolution of these matters.

Sincerely,

Mary K. Keyer

Enclosure

135495

BellSouth's Proposed Language

U. BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. Such rates are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
			Electronic	Manual
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA*	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
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LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI*	$100.00	$50.00	$10.80	$22.00
NORTHCAROLINA*	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA*	$100.00	$50.00	$10.80	$22.00
TENNESSEE*	$100.00	$50.00	$10.80	$22.00

*Rates for Operational Support Systems stated above are interim and are subject to true-up based receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

[1] The Charge per 1,000 LSRs applies on a per CLEC basis.

[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

October 2, 1998

Ms. Mary Keyer, General Attorney
BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, GA 30375-00001

Dear Ms. Keyer:

This letter is being sent in response to your correspondence dated September 29, 1998.

The attached language has been amended and is being submitted for your review. I have mirrored **BellSouth**'s proposed language with one exception. I have added one sentence which reads, "OSS Order Charge Rates (electronic and/or manual) will not be applicable until such time as **BellSouth** has made available to the Reseller an automated means of processing the applicable order type (i.e. adds, moves, changes, trouble tickets) via an electronic interface." The inclusion of this or similar language is required to insure that **TCCF** is not charged a fee (electronic or manual) until such time as an electronic interface is available for use.

Currently, **BellSouth** has not made available to the Reseller an automated means of processing adds, moves, changes and trouble tickets. TAG (Telecommunications Access Gateway) is scheduled for release on November 1, 1998. If this date is met and TAG works as communicated, this will be **BellSouth**'s first attempt to provide automation within the "after-the-sale" side of the business. LENS and EDI are the automation tools currently provided by **BellSouth** for the provisioning of new orders. Each of these systems have limitations. For example, complex orders and orders with more than six lines can not be processed using LENS and/or EDI.

TCCF wishes to move forward with the adoption of OSS language which will eliminate the need for arbitration in all but the state of Florida. However, the language needs to include an appropriate level of protection from being invoiced for automation which does not exist.

Sincerely,

Andrea K. Welch,
Chief Operating Officer

Enclosure

888•772•TCCF Toll Free 904•855•8004 Phone 904•726•0409 Fax
2121-A Corporate Square Blvd., Suite 164 • Jacksonville, Florida 32216

Resale Agreement - OSS Issue

BellSouth has developed electronic interfaces for placing most resale orders. **BellSouth** has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of **BellSouth** developed electronic interfaces when ordering Resale telecommunication services. OSS Order Charge Rates (electronic and/or manual) will not be applicable until such time as **BellSouth** has made available to the Resller an automated means of processing the applicable order type (i.e. adds, moves, changes, trouble tickets) via an electronic interface. The rates outlined within Exhibit A are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

10/07/98 16:40

FAX

Date 10/07/98

Number of pages including cover sheet 4

TO:	PHONE	FAX
Andrea Welch	**407-321-5002**	**407-321-1454**

FROM: **MARY KEYER**
BellSouth Telecommunications, Inc.
4300 BellSouth Center
675 West Peachtree St., NE
Atlanta, GA 30375-0001

Phone 404-335-0729
Fax Phone 404-658-9022

REMARKS: ☒ Urgent ☐ For your review ☐ Reply ASAP ☐ Please Comment

Please see attached.

This facsimile contains privileged information intended only for the use of the Addressee(s) named above. If you are not the intended recipient of this facsimile, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original facsimile to us at the above address via the U.S. Postal Service. Thank you.

Mary K. Keyer
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0729
Facsimile: 404-658-9022

October 7, 1998

VIA FACSIMILE AND U.S. MAIL

Andrea Welch
Vice President-Administration
Telephone Company of Central
Florida, Inc.
3575 West Lake Mary Boulevard
Suite 210
Lake Mary, Florida 32746

Dear Ms. Welch:

This responds to your letter dated October 2, 1998, regarding TCCF's further proposed OSS language for the Resale Agreement between BellSouth and TCCF in all states except Florida. As I indicated to you in my voice mail yesterday, unfortunately, BellSouth cannot agree to the language as proposed by TCCF. As we discussed today, BellSouth must charge processing fees, either manual or electronic, for processing orders since BellSouth does incur the costs in doing so. Because manual processing takes BellSouth longer, it is obviously more costly for BellSouth.

As you know, three states, Georgia, Kentucky and Louisiana, have already established OSS rates, both electronic and manual. I do not believe the other five states, Alabama, Mississippi, North Carolina, South Carolina and Tennessee, will do anything differently or that arbitration will change that and accomplish what you are trying to accomplish.

The language proposed by BellSouth, a copy of which is attached for your information, provides for reasonable rates in the eight states we are discussing, three of which are based on Orders from the Public Service Commissions in those states. BellSouth included "true-up" language in its proposed language in order to allow for a true-up should the Commissions in the remaining five states issue rates other than those listed in Exhibit A in BellSouth's proposed language.

I hope TCCF will reconsider its position in this matter and will accept BellSouth's proposed language as shown in the attachment. I believe this language represents a fair compromise and a reasonable and economic resolution to eight potential arbitrations for both parties.

Sincerely,

Mary K. Keyer

Enclosure

136684

BellSouth's Proposed Language

U. BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. Such rates are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
			Electronic	Manual
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA*	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
KENTUCKY	$100.00	$50.00	$10.89	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI*	$100.00	$50.00	$10.80	$22.00
NORTHCAROLINA*	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA*	$100.00	$50.00	$10.80	$22.00
TENNESSEE*	$100.00	$50.00	$10.80	$22.00

*Rates for Operational Support Systems stated above are interim and are subject to true-up based receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

[1] The Charge per 1,000 LSRs applies on a per CLEC basis.

[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

EDI COSTS

ONE TIME COSTS

			PER PC.	# PC	COST
HARBINGER SOFTWARE			$ 999.00	10	$ 9,990.00
SET-UP & TESTING			$ 400.00	10	$ 4,000.00
MAIL BOX			$ 25.00	10	$ 250.00
ONE TIME IMPLEMENTATION COSTS - (10 USERS):					**$ 14,240.00**

ANNUAL COST

	PER PC	# PC	COST
MAINTENANCE - TO INCLUDE SOFTWARE UPDATES - (10 USERS - COST WILL VARY WITH NUMBER OF USERS):	$ 495.00	10	$ 4,950.00

RECURRING TRANSACTION COSTS

	PER PAGE SENT*
PROCESSING FEE	$ 0.20

* PAGES REQUIRED TO PROCESS ORDER:

NEW ORDERS: 3 PAGES PER ORDER (FOR 1 LINE) PLUS
1 PAGE FOR EACH ADDITIONAL LINE TO BE PROVISIONED

ADD FEATURE: 3 PAGES PER ORDER (FOR 1 LINE) PLUS
1 PAGE FOR EACH ADDITIONAL LINE

DISCONNECT LINE: 2 PAGES PER ORDER (FOR 1 LINE) PLUS
1 PAGE FOR EACH ADDITIONAL LINE

MOVE LINE: 3 PAGES PER ORDER (FOR 1 LINE) PLUS
1 PAGE FOR EACH ADDITIONAL LINE PLUS
1 PAGE FOR DIRECTORY LISTING

DIRECTORY CHANGE: 1 PAGE PER ORDER

BELLSOUTH ORDER CHARGES

Description	Charge	Svc Order	May Qty	Oct Qty	May Cost	Oct Cost
Charge For Deregulated Wiring Installation/Rearrangement Of Exposed Wiring And Jack	$ 70.00					
Charge For No Presubscribed Interexchange Carrier	$ 0.53		3	1	$ 1.59	$ 0.53
Charge For No Presubscribed Interexchange Carrier	$ 2.75		561	571	$ 1,542.75	$ 1,570.25
Charge For Processing Change In Service (Bus)	$ 15.81	X	691	6	$ 10,924.71	$ 94.86
Charge For Processing Change In Service (Res)	$ 7.82	X	47	15	$ 367.54	$ 117.30
Charge For Service Changed - Add'l Line(s)	$ 9.15	X				
Charge For Service Changed - First Line (Bus)	$ 31.61	X	2		$ 63.22	
Charge For Service Changed - First Line (Res)	$ 17.98	X		8		$ 143.84
Charge For Service Connected - Add'l Line(s)	$ 9.98	X	30	5	$ 299.40	$ 49.90
Charge For Service Connected - First Line (Bus)	$ 46.59	X	28	7	$ 1,304.52	$ 326.13
Charge For Service Connected - First Line (Res)	$ 31.27	X	16	4	$ 500.32	$ 125.08
Charge For Unauthorized Local Service Change And Reconnection (Bus)	$ 38.41		3	1	$ 115.23	$ 38.41
Charge For Unauthorized Local Service Change And Reconnection (Res)	$ 29.41		1	1	$ 29.41	$ 29.41
One Time Charge For Changing Your Interlata Long Distance Company	$ 1.49		260	43	$ 387.40	$ 64.07
One Time Charge For Changing Your Local Toll Company	$ 0.45		4	27	$ 1.80	$ 12.15
One-Time Charge For 4 DS1FG Add'l Call Appearance Of The Primary Directory Number	$ 3.13					
One-Time Charge For A9D Essx/Digital Essx, Assume Dial "9", Per Line	$ 10.19					
One-Time Charge For Call Screening/Restriction	$ 8.32					
One-Time Charge For Digital Facilities	$ 5.82		46		$ 267.72	
One-Time Charge For NSR Call Return - Per Line	$ 0.92					
One-Time Charge For Restoral Of Service (1st Line Bus)	$ 38.00	X		2		$ 76.00
One-Time Charge For Restoral Of Service (1st Line Res)	$ 23.00	X	4	3	$ 92.00	$ 69.00
One-Time Charge For Restoral Of Service (Add'l Line(s) Bus)	$ 11.00	X				
One-Time Charge For SMBBX Memorycall Answering Service	$ 15.00	X	7		$ 105.00	
One-Time Charge For Trouble Determination Complex	$ 45.00		1	5	$ 45.00	$ 225.00
One-Time Charge For Trouble Determination Simple	$ 45.00					
Premises Visit Charge or Inside Move Visit	$ 11.65		5		$ 58.25	
Two-Line Modular Jack	$ 6.50					
Totals			**1,709**	**699**	**$ 16,105.86**	**$ 2,941.93**

Total Bill Amount					**$ 384,489.23**	**$ 140,097.80**
Other Charges Percentage Of Total Bill Amount					**4.2%**	**2.1%**

Additional "Proposed" Processing Fees					**$ 17,683.00**	**$ 3,498.00**
Total Bill Amount (With Additional Fees)					**$ 402,172.23**	**$ 143,595.80**
Other Charges Percentage Of Total Bill Amount					**8.4%**	**4.5%**

Docket No. 981052-T
Exhibit # ___ (AKW-12

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

ORIGINAL

Docket No.: 981052-TP

Filed: January 5, 1999

DEPOSITION OF:	ANDREA WELCH
TAKEN:	Pursuant to Notice Instance of BellSouth
DATE:	January 15, 1999
TIME:	1:35 p.m. to 3:55 p.m.
PLACE:	TCCF 3599 West Lake Mary Blvd. Suite E Lake Mary, Florida
BEFORE:	TRINA SEMINO, RPR Stenographic Court Reporter and Notary Public State of Florida at Large

RECEIVED
JAN 20 1999
From Atlanta
VIA FAX - REG. RELATIONS
TALLAHASSEE, FL

HQ REGULATORY-ATLA
MIAMI LEGAL
FAX____FED X V

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-P EXHIBIT NO. 9
COMPANY/ WITNESS: Welch
DATE: 1-22-99
01-20-99 04:44PM P002 #17

APPEARANCES

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Decker, Kaufman, Arnold & Steen, P.A.
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850-413-6236
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Attorney for Florida PSC

ALSO PRESENT: Elder Ripper, III
Kenneth Koller

PAGE

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Witness' Signature Page 82
Court Reporter's Certification Page 83

WHEREUPON,

ANDREA WELCH,

having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

DIRECT EXAMINATION

BY MS. KEYER:

Q. Good afternoon, Ms. Welch.

A. Hi.

Q. This is Ms. Mary Keyer. We have met before. I'm going to be asking you some questions today about your testimony and about some of the issues in this case. If you don't understand something I ask, just let me know that, okay?

A. Yes, ma'am.

Q. All right. Would you give me your name, title, and address for the record?

A. Yes, my name is Andrea Welch. My title is chief operating officer. My address is 792 Keeneland Pike, Lake Mary, Florida.

Q. Okay. You're the chief operating officer for the Telephone Company of Central Florida, which we refer to as TCCF?

A. Yes, ma'am.

Q. Do you have any changes to your direct or rebuttal testimony filed in this case?

A. Yes, I do.

Q. What are those changes?

A. Okay, bear with me.

There is a typo in my direct. It's on -- hang on -- page 2, line 13, where it says I have been employed with TCCF since the company's inception. It's December of '95.

Q. Okay. Are there any other changes?

A. Yes, there are. On page 12 of my direct testimony, after filing this testimony I pulled LENS back out or I had my employees pull LENS back out and we played around with what is now available in the ordering area. So the change would be on lines 13 and 14. It would need to say LENS, which serves as a pre-ordering and limited ordering tool.

Q. And you said that you had your employees pull LENS. When did you have that done?

A. I actually have a -- let me lean over here. I have a log that shows beginning December the 15th, we used LENS for some pre-ordering that ran from December the 15th through December the 23rd. And actually in my rebuttal, you will see where I make mention of an example of using LENS to try and change -- I think it's White Page, a White Page listing. So it was during that same time frame. It was in between my direct and my rebuttal.

Q. And that was December of 1998?
A. Correct.
Q. Now, you said you used it for pre-ordering, did you mean ordering?
A. I said ordering, I believe. We have been using LENS for pre-ordering for some time.
Q. Any other changes?
A. Yes. If you go to the next page, page 13, on lines 4 and 5, again with regard to LENS, the sentence would need to say LENS is a pre-ordering interface with very limited ordering capabilities.
Q. Did you determine when LENS became available for ordering --
A. No.
Q. -- when you went -- okay.
So you just learned of that in December of 1998, that it was available for ordering?
A. No, that's not true. We have been told a lot of different things by Bell about the OSS as far as the availability and what could be used for what when. We had played with LENS before and found that it did not work in the ordering area and had set it aside using only the pre-ordering capabilities.
Q. Okay. So you knew all along that LENS was available for ordering?

A. We knew that there were ordering capabilities. We had tried them; they did not work.

Q. Okay.

MS. KAUFMAN: Mary, this is Vicki. Just before we go on, can you tell us for the record if there is anybody else with you?

MS. KEYER: Yes, Mark Cathey and Ron Pate are here. And Susan Arrington will probably be in and out. She is not here now.

MS. KAUFMAN: Thanks. Sorry to interrupt.

MS. KEYER: And I'm assuming it's the same with you there?

MS. KAUFMAN: No, the only -- no one else is here with me. It's just Ms. Welch and the court reporter.

MS. KEYER: Okay.

THE WITNESS: Okay. I will make one additional change. It's on page 12. It has to do with EDI.

MS. KAUFMAN: Is this on your direct or rebuttal?

THE WITNESS: It's on my direct.

After filing my direct, I did get on the telephone and make some phone calls to some other resellers regarding EDI, and I would say that EDI does provide for limited flow-through, based on

those conversations, not based on my firsthand knowledge.

BY MS. KEYER:

Q. Well, what is the change to your testimony?

A. Page 12, line 12, I would say EDI does provide for limited flow-through. And again that's based on conversations that I have had with other resellers that are using EDI.

Q. So that would read EDI does provide for limited order flow-through?

A. Correct.

Q. And now are you adding based on conversations with other resellers?

A. No.

Q. Okay. Any other changes?

A. That's it.

Q. Okay.

A. Hang on, Mary. Vicki's asking me if I had any in my rebuttal. She and I talked about these yesterday.

I don't believe so.

Q. Okay. The change that you made on page 12, line 12 --

A. Yes.

Q. -- who were the resellers that you talked with?

A. MCI Metro, spoke with Mark Turner, and I spoke

with two gentlemen at Quest, Al Winthrop. I'm not certain if I'm spelling his name correctly. And Khalid Macni.

Q. I assume you're giving the spellings to the court reporter?

A. I can give the spellings as I think they are.

Q. Okay. And you said those conversations were held after the, your direct was filed?

A. That is correct.

Q. And do you know what these resellers were basing -- I mean, what did they tell you?

A. What they told me was that they do use the OSS's. Specifically EDI is what I was looking for information on since it's not an OSS that anyone here has worked with. And basically what I heard from both of these, well, actually all three of these gentlemen, is yes, they do use EDI, order flow-through is extremely low.

I think it was the MCI Metro gentleman, Mark Turner that I talked with. I would say that about a week before my conversation with him, he communicated to me that he had sent a significant amount of orders to be processed. And if I remember the number, it was somewhere around 700, and that he had not heard anything back on any of those orders. He had not gotten FOC's

back, he had no information back, no notice of clarifications, nothing.

Q. Okay. And you don't know what the specifics of those orders were?

A. I don't, Mary.

Q. Okay.

A. Other than he directed me to call Quest. Because as we talked, I was trying to get to somebody whose organization was as close to ours, and he suggested that I call Quest because they were submitting orders similar to the type of orders that we submit. I believe MCI Metro was more facilities-based; it was not an apples-to-apples comparison for our organization.

Q. Now, how long did you -- well, let me ask you this: Did you bring documents with you?

A. I did.

Q. And what are those documents that you brought?

A. Of course all of the documents that were attached to my direct and my rebuttal I have. In addition to that, I have the Telecommunications Act of 1996. I have two logs with me. One is the log that I referred to just a couple of minutes ago that shows the work that we did in the ordering area of LENS; another log is a log that outlines adds, moves, changes for the period of November and December for our company. And

then I have copies of some of the orders or acts that were quoted in my testimony.

Q. Okay. Is that all you have with you?

A. Yes, ma'am.

Q. I'm going to ask that you produce the log outlines as Late-filed Exhibit 1.

A. That's fine.

MS. KEYER: And, Vicki, can we agree the 19th for these?

MS. KAUFMAN: Yes.

Do you want both logs?

MS. KEYER: Yes.

BY MS. KEYER:

Q. Ms. Welch, how long have you been the chief operating officer for TCCF?

A. Pretty close to one year.

Q. And what did you do prior to that?

A. My position here was vice president of administration.

Q. And did you have any other position prior to that?

A. No, I did not.

Q. What were your duties as vice president of administration?

A. I handled all of the general administrative

functions for the company, the human resource functions, the order provisioning and billing functions for the company, and was very much involved in IS.

Q. Is that information systems?

A. Yes, ma'am.

When I first started with the company, I mean, remembering that we were a very small startup organization; I think when I came here, there were like two or three of us. I was very much involved in customer service at the beginning, but as we hired folks, the customer service area for a period of about a year was not within my area of responsibility.

Q. Okay. And what are your duties as the chief operating officer?

A. Currently I have reporting to me a director of operations. That individual has provisioning, billing, and customer service under her. The collections folks currently report to me, human resources reports to me, as does information services.

Q. Okay. Now, when you said when you first -- as the vice president of administration, you were in charge or handled order provisioning and billing.

What did that entail?

A. It entailed taking new orders from the sales organization and provisioning them through the various

CLEC's and with the long distance carrier and then taking the information that we got as a result of that and billing a customer, building a customer record into our billing database, and overseeing the relationship with the third-party billing organization to make certain that the customers were invoiced monthly.

Q. Okay. And you did that from December of '95 until January of '98?

A. Yes, I did. I had folks working for me that did it; I didn't personally perform that work.

Q. Okay. Did you at one time personally perform that work?

A. No, I did not.

Q. So you were in the same position from December of '95 until January of '98?

A. For the most part. It was just that as the company grew, I picked up more and more staff, but the responsibilities stayed very close to the same.

Q. You said when you first came on board, there were two or three of you working for the company?

A. Yes.

Q. And who were those individuals?

A. Kip Ripper, a gentleman by the name of -- give me a minute, I can't think of his name -- it was a gentleman in sales and marketing, Walter Jones, and then

myself. Shortly after joining, we hired a person to answer the phone part-time.

Q. Okay. And how long did you all operate with that group?

A. I'm going to guess maybe about five months, maybe six.

Q. And during those five to six months, did you have any orders that you would process for the customers?

A. If we did, it was very limited, Mary.

Q. And who would actually handle those, physically, during that time period?

A. Handle those as far as getting them turned up?

Q. Right.

A. It was Walter Jones during that period of time.

Q. And after five or six months, I assume you added some people?

A. Yes, we did.

Q. And who did you add?

A. As I remember, we hired two part-time people to do order provisioning.

Q. What was involved in order provisioning?

A. Initially it was taking the orders from either the customer, the agent, or directly from Mr. Jones, and completing the paperwork necessary to fax those orders to either BellSouth or Sprint United. Initially it would

have just been BellSouth and also completing the paperwork necessary to fax off to the long distance carrier.

Q. When you say the paperwork, would that be like an LSR?

A. Yes, similar to that. The forms certainly have been modified over the past three years, but yes, you're thinking of the right type of a document.

Q. So you had two part-time people who did that. How long did you operate with that staff?

A. Oh, maybe another, I don't know, four months.

Q. And these part-time folks, were they -- what type of backgrounds did they have?

A. Well, the one lady had worked at Sprint United Telephone, which is where Walter Jones came from. She had been an administrative assistant that had very strong computer and database skills. The other lady just had very, very strong data entry skills, no telecommunications experience.

Q. So then after the next four months when you operated on that staff, you added more people?

A. Yes, ma'am.

Q. Okay. And who did you add then?

A. The person that I remember adding next was a lady by the name of Maricela Rivera.

Q. Did this take place, I'm going to say, in the September of '96 time frame?

A. Fall, early winter of that time frame, yes, of '96, yes.

Q. Maybe September, October?

A. Yes, that's close enough.

Q. Okay. And what did Ms. Rivera do?

A. She was hired as the customer service manager.

Q. What did she do?

A. She was the person who interfaced on the telephone with the customers, she assumed pretty much the lead role with BellSouth with the long distance carrier, and attempted to get the customer's turned up and then service the needs of the customers.

Q. Did you continue to hire part-time people or did Ms. Rivera basically replace --

A. No, we continued the two part-time people.

Q. And Ms. Rivera?

A. Yes.

Q. So did she actually process orders or complete paperwork or was that still left up to the part-time people?

A. The two part-time people continued to do that. I mean, Maricela may have, on occasion, gotten involved. Again, you have to remember with a small startup company,

everybody does whatever they need to do to get the job done.

Q. Okay. How long did you all operate with, I guess that's about five people, six people?

A. Right.

Q. Two of them part-time?

A. Correct.

Q. How long did you operate that staff?

A. I would say not long after Maricela joined us we started to grow the organization fairly quickly.

Q. Can you kind of give me, just take me through up to today; how your force has changed, what you have added and when?

A. Lord, let me try. I would say at the end of '96, we had, let's just say, somewhere around six employees. By the time we got to the end of '97, and I realize there was a lot of time in between, we probably had 30; and I'm guessing, Mary.

Q. Okay. And how many do you have at the end of '98?

A. At the end of '98, we probably had about 25.

Q. Is it fair to say from December '95, up until the present, that the most employees you had at any one time were 30?

A. I would say that's incorrect.

Q. Okay. Correct me, if you will.

A. For TCCF only, I would think that our headcount at one point was as high, and again I'm guesstimating, perhaps more like 35, 36.

Q. Okay. Now, is Ms. Rivera still there?

A. No, she is not.

Q. Okay. Do you have a customer service manager?

A. We have a lady by the name of Tammy Aziz, who is the director of operations. Reporting to her we have a supervisor of provisioning, Sue Anderson, and a supervisor of billing, Angela Lee. Tammy supervises both of those individuals and she acts as the customer service manager.

Q. And so she basically is performing the functions that Ms. Rivera was originally hired?

A. Not really, because the company -- there's no comparison between the organization today and when Ms. Rivera was hired.

Q. Okay. Did anyone replace Ms. Rivera?

A. Yes.

Q. And who replaced her?

A. At one point Ms. Rivera was moved into a position where she was supporting hospitality accounts. She was performing everything for the hospitality accounts, from provisioning through customer service.

Her replacement at that point was a gentleman by the name of Don Casement. He became the customer service manager.

Q. Okay. When you say hospitality accounts, was there someone then who took part of other accounts that you had and performed the same provisioning/billing functions that Ms. Rivera did for the hospitality accounts?

A. Well, basically what happened is we had a very large agent that did most of their business in the hospitality arena. And we took all of the accounts associated with that one agent and pulled them out of the mainstream of the organization and had Maricela handle everything from A to Z on those accounts.

Q. And who handled your other accounts?

A. (No response.)

Q. Did you have other accounts?

A. Yes.

The other accounts just stayed, you know, in the mainstream of the organization, where we had folks that were doing provisioning, folks that were doing billing, and folks that were doing customer service.

Q. Okay. Who was in charge of that, those other accounts? Did you have one person who was like the customer service manager over those?

A. At the time that Maricela moved into the

hospitality area, Don Casement became the customer service manager and Tammy Aziz had been hired in to manage and handle the billing functions.

Q. And when was that? What time period was that?

A. Let me think.

I would say Tammy has been with us about a year and a half, so if we back up, that puts it, what, the middle of '97?

Q. So June of '97?

A. That's probably close enough, maybe fall of '97.

Q. Now, when you say that she was -- was it Tammy Aziz?

A. Yes, ma'am.

Q. -- was in charge of provisioning and billing?

A. Yes.

Q. Did that include the processing of what I'll refer to as an LSR or an order?

A. Yes.

Q. And did either Ms. Rivera or then Don Casement handle that function for the hospitality account?

A. Maricela Rivera did, not Don Casement.

Q. Okay. So when Don Casement took over those accounts, someone else handled the processing of their orders?

A. No, I think I've confused you. We had an organization that was broken down into three areas, and those three areas were provisioning, billing, and customer service.

Q. Which area processed service orders?

A. Billing.

Q. Okay.

A. I mean, provisioning, I'm sorry. Now I'm getting myself confused -- provisioning.

Q. I thought that was odd.

A. Sorry.

Q. Okay. And Ms. Aziz is in charge of provisioning?

A. She was at that time. She was in charge of provisioning and billing.

Q. Okay. Who is in charge of that now?

A. We have two supervisors that report in to Ms. Aziz, so Ms. Aziz still has overall responsibility for those two areas.

Q. Okay. Who are the two?

A. The provisioning supervisor is Sue Anderson.

Q. Oh, okay. That's who you told me earlier?

A. Correct.

Q. And Tammy Lee?

A. Angela Lee.

Q. Angela Lee, okay.

Now, did the service representative -- do you have service representatives?

A. Yes, ma'am.

Q. And is that what they are called?

A. Customer service representatives, yes.

Q. Do they report to the supervisors?

A. We really don't have supervisors in customer service.

Q. Okay.

A. We have provisioning reps that report to a supervisor over provisioning and we have billing reps that report to a supervisor over billing; but in the customer service area, everyone is a customer service rep and they all report in to Tammy.

Q. Okay. So your provisioning reps are the ones who would process orders and send in complete paperwork like on LSR's?

A. Yes, with the exception that we have a customer service rep that is responsible for adds, moves, and changes. We have a line that separates provisioning, which is new orders, from after the sales support, which would be adds, moves, changes, and trouble tickets.

Q. Okay.

A. The adds, moves, changes, and trouble tickets

are in the customer service group.

Q. And the customer service reps handle those?

A. Yes, ma'am.

Q. And the provisioning reps handle new orders?

A. Yes, ma'am.

Q. Are your reps divided into whether the order is for a complex service or not?

A. No, they are not.

Q. How many provisioning reps do you have?

A. Today, two.

Q. How long have they been with TCCF?

A. Sue Anderson, who is the supervisor who does perform provisioning responsibilities, has been with us probably three years. The other lady has been with us maybe one year.

Q. So you were saying that Sue Anderson is a rep, a provisioning rep?

A. She is the supervisor over that group, but she does provision orders.

Q. What is her background? What expertise does Ms. Anderson have?

A. She came to us from Amnex, here in the Orlando area, where she was a customer service rep working with COCOT accounts, pay phone accounts. And I think she had been with them somewhere around four or five years.

Q. And how about the other lady?

A. Denise came to us from Time Warner where she had been a customer service rep for, I believe, four years.

Q. How many -- let's see, your provisioning reps handle your new orders. How many customer service reps do you have who handle your adds, moves, changes, and trouble tickets?

A. At this point, one.

Q. And how long has that rep been with you?

A. Approximately one year.

Q. Prior to the one seat customer service rep that you have now, did you have any customer service reps before her?

A. I don't understand the question.

Q. Okay. You said you have one customer service rep that's been with you for one year and this representative handles adds, moves, changes, and trouble tickets?

A. Yes, we have one rep that handles that one area. We have other reps.

Q. Okay. What is that person's name?

A. Oh, Jeez, Cathy -- and I'm at a loss.

Q. So prior to --

A. Cathy Leo.

Q. -- one year ago, who handled the adds, moves, changes for TCCF?

A. I don't know if I can answer that by name. The customer service group has always been responsible for adds, moves, and changes. Prior to June of '98, we probably had six or seven folks in the customer service group. And at one point we did not have specialization. We had telephone calls coming in and whichever rep was available took the call and attempted to resolve the customer's needs regardless of what they were.

Q. So prior to June of 1998, you had six or seven, is it fair to say, customer service representatives?

A. Yes, ma'am.

Q. And those customer service representatives handled the billing, provisioning, and adds, moves, changes, and trouble tickets?

A. No. They handled incoming calls from customers which could result in them processing an adds, move, change, could result in them opening a trouble ticket, could result in them just responding to general questions, maybe regarding an invoice.

Q. Okay. How long were those six or seven people with you?

A. It varied. I would say that out of the six or seven, probably two or three of them had been with us

maybe three years, maybe two and a half years. I mean, it would be a mixture of folks that had been with us somewhere between three and two and a half years, and folks that had been with us maybe as little as eight or nine months.

Q. Do you know what your turnover rate is for your customer service representatives?

A. Early on, when we were having a lot of provisioning problems, we had a fair amount of turnover, but I would say for the last, oh, probably two years, we really have had no turnover with the exception of a layoff that we had in June.

Q. So you have one customer service rep now and two provisioning representatives including a supervisor?

A. No, that is not accurate. We have two folks in provisioning; one is a supervisor. In the customer service area we have three reps: One handles adds, moves, and changes; one handles trouble tickets; the other gentleman also works in the trouble ticket area. He works on the support of ESSX customers and he handles general inquiries from customers on an as-needed basis. All of those reps, during billing week, when the call volume is high, take calls from customers as they come in.

Q. Okay. And just -- you said that Cathy had been

with you for one year?

A. Yes.

Q. What does Cathy handle?

A. Adds, moves, and changes.

Q. Okay. Who handles trouble tickets?

A. Olga-Southard.

Q. How long has Olga been with you?

A. Probably two and a half years.

Q. And what about the gentleman you said handles trouble tickets as well as supports ESSX customers?

A. Ricky's been with us maybe a year and a half.

Q. Do you have any other employees who work with LSR's or provisioning of orders?

A. With the exception of Ms. Asis, I would say no.

Q. Of these individuals that we have been talking about, do any of them utilize the, any of the electronic interfaces?

A. I would say that they all utilize the pre-ordering functions of LENS, and on a daily basis that would be the only OSS that we are currently using.

Q. And how long has TCCF been using LENS for pre-ordering?

A. Probably somewhere between -- I'd say around eight months, maybe a little longer.

Q. How often do your folks utilize LENS?

A. (No response.)
Q. Do they do it on a daily basis, do they do it on a weekly basis, on a monthly basis?
A. Daily.
Q. Daily?
A. Yes.
Q. Okay. That's solely for pre-ordering functions?
A. Correct.
Q. So if you don't have any pre-ordering to be done, then they would not utilize it?
A. I would say that that's accurate.
Q. Do you know in actuality --
A. Well, let me back up, Mary, and qualify. I think there are many times when we look at customer service records, just as a diagnostic tool, and that is in the pre-ordering function of LENS; so if we want to see what a customer's record looks like, I think quite often folks pull up that record using LENS.
Q. But other than that, for that general purpose, do you know how often your folks actually access LENS and use it?
A. Daily, for pre-ordering.
Q. Only for pre-ordering?
A. Or for viewing customer information. I would

say that everyday LENS is used by our employees.

Q. Do you know how much it is used, how often?

A. That is a difficult question for me to answer. And I'm trying to give you an accurate answer. That one would be hard for me to guesstimate. I mean, 20, 30 times everyday, 40 times everyday. I don't know, Mary.

Q. When you say that your representatives are looking at accessing customer records; is that what you said?

A. Yes.

Q. Is that -- whose customer records are they looking at?

A. It would be our customer. We cannot view the record unless the customer belongs to us.

Q. How are you looking at those records for diagnostic purposes in LENS?

A. Just looking to see what the customer service record looks like, what features the customer has. I mean, that's my understanding.

Q. And you're doing that on a daily basis?

A. I believe so.

Q. But --

A. Why would that surprise you?

Q. Pardon?

A. Why would that surprise you?

Q. Well, I'm not -- do you think that -- do you look at every customer's records everyday?

A. Oh, of course not.

Q. Okay. It just sounded like you were accessing customer records everyday just to look at customer records. And I didn't understand the purpose of doing that unless there was a reason of going in to access a record.

A. Well, we certainly wouldn't go to the trouble of pulling up a customer's record unless we had a reason to want to look at it. I mean, and that's why I hesitated to answer the question when you said how many times everyday. I mean, I'm not in those functions.

Q. How many customers does TCCF have?

THE COURT REPORTER: I'm sorry, how many what do they have?

MS. KEYER: Customers.

THE WITNESS: Just one second.

MS. KAUFMAN: We are going to have to object. That's proprietary information, Mary.

MS. KEYER: Okay. I think Kip may have provided some information on that. I'm not sure why that's proprietary.

MS. KAUFMAN: (No response.)

MS. KEYER: What's proprietary about the number

of customers?

MS. KAUFMAN: Because that's marketing and sensitive information that belongs to TCCF and I don't see the relevance of it anyway.

MS. KEYER: Well, I think it's relevant to know how many customers' records you're talking about accessing.

MS. KAUFMAN: (No response.)

BY MS. KEYER:

Q. Do you have ten customers?

MS. KAUFMAN: Mary, we are going to object to providing you with the number of customers that TCCF has.

MS. KEYER: Okay. We will let the record reflect that. I don't think that's an appropriate objection. I think Ms. Welch ought to answer the question.

BY MS. KEYER:

Q. Ms. Welch, what did you do prior to joining TCCF?

A. I worked for a company -- directly prior to working for TCCF, I worked for an organization by the name of ENR Limited and also did consulting work for an organization by the name of Interchange.

Q. What type of organization was ENR Limited?

A. It was an organization that performed services or sold services very similar to what TCCF does, in the Ohio market.

Q. And what type of services are those?

A. Just resale of local and long distance services to business and residential accounts.

Q. What function did you have while you were there?

A. Again, it was a very small startup type operation. You'll notice that I mentioned that I was also doing consulting for another company. My involvement at that point was coming in and setting up an office in the Orlando market.

Q. So were your functions mainly around personnel and setting up an office in terms of administration?

A. Well, it was finding an actual office location, negotiating that lease, establishing the organizations, establishing a financial software system, paying the bills, doing payroll, doing hiring, those kinds of things.

Q. Okay. Was your consulting work similar to that type of work?

A. No, the consulting that I was doing was working with individuals that were seeking new employment or had been perhaps involved in a company reduction. In many

cases it was executive-level employees that I would work with.

Q. Okay. How about prior to that?

A. I worked for Amnex.

Q. Can you give me a general history of your work history?

A. Do you want me to go backwards or start --

Q. Did you get a degree? I don't remember hearing whether you did.

A. Yes. I have a management degree from the University of South Carolina. I obtained that degree in, I think it was 1985. At that time I was working for an organization in Columbia, South Carolina, that designed, manufactured, and marketed desktop computers. I started with them as the customer service manager, was promoted to marketing support manager. Then I was promoted to director of corporate services, then I was promoted to vice president of operations. I was with them approximately six or seven years.

I left that organization to finish my degree at the University of South Carolina, then moved to the Orlando area with my husband. I was employed with a company by the name of Systems. They designed and marketed software for the banking industry. My position was director of administration. That organization was

ultimately sold after about two and a half years of my being with them. I then went to work for Alpha Romeo Distributors of North America.

Q. The car producer?

A. Excuse me?

Q. Is that the car?

A. Yes, it is.

Q. Okay.

A. When I was there it was a joint venture between Chrysler Corporation and Fiat Auto, USA. I was the director of administration there.

I left there to work again for the gentleman that I worked for at Systems. That company was Amnex, here in the Orlando market. A pay phone, a company that provided long distance service to pay phone vendors. I was the vice president of administration there.

And then I did the consulting for Interchange that I mentioned, and came to work for ENR Limited, and am now with TCCF.

Q. Okay, thanks.

Now, when you -- I want to go back and talk about the interfaces that TCCF uses. I think you said the only interface that you use is LENS and you've been using LENS for approximately eight months?

A. Correct.

Q. Has TCCF used any other electronic interface?
A. We have tried.
Q. And which ones have you tried?
A. Well, you'll notice in my testimony that we have been trained on TAFI, EDI, LENS. And we have attended the training course on TAG. I don't know that you could say we have been trained on it because that was really a high level class for a programmer to go to find out how to program the interface.
Q. Okay.
A. We, I believe, attended training classes very soon after each of those OSS's were introduced. We are very excited for them to be introduced. You know, we were one of the first resellers for BellSouth and it has not been easy to do business, so we welcomed the introduction of OSS. We went to the training classes and then attempted to implement TAFI. Had very little luck with it, to be honest.

Now, you need to remember that I mentioned that customer service has not always reported directly to me. Back in the days when TAFI was tried, customer service did not report directly to me, so I can only tell you what I've heard.

Q. And what did you hear? What problems did your folks experience with it?

A. The system was very difficult to get on. It just, I mean, to be quite honest, it just didn't work.

Q. Do you know what the difficulty was with getting on it?

A. Well, there were constant problems with passwords, there were constant problems with it not being available, it being down. It was just, I guess, being serviced. There were problems where you would enter or try to -- excuse me, open a trouble ticket and it was very difficult to find out what the status of that trouble ticket was, if it had ever been closed, what the details were. I mean, based on what I heard, Don Casement, who was the customer service manager, the gentleman that was trained on TAFI, he tried for a month.

Q. Do you know when that was?

A. I would say it's got to be two years ago, maybe a year and a half ago; and I'm guessing.

Q. So no one at TCCF has tried to utilize TAFI or has utilized TAFI since that time?

A. I don't think that's true. I think Tammy Aziz, after taking over customer service, did sit down with TAFI and play around with it, if we want to call it that. But I have to honestly tell you, by that time we had gone to the expense and trouble to develop our own in-house systems. And our employees had been trained on those

systems, everyone was comfortable with the way they worked. And if you have something that works and you sit down and you try to use something that doesn't work, you have a tendency to set it aside.

Q. This with Tammy, was this a year and a half to two years ago when she tried it?

A. It was probably more like a year ago. And I'm guessing.

Q. Okay.

A. But I think that's close.

Q. And you said that -- who actually went to the TAFI training?

A. I believe that Don Casement as well as Maricela Rivera went to TAFI training.

Q. But you have not attended TAFI training nor has Ms. Aziz?

A. I went to one of the very first introductory classes on TAFI when it was very new, when the product manager was going over what TAFI looked like. I mean, I actually sat down and ran through the screens as did Mr. Ripper.

Q. When you were having -- when Mr. Casement was having the difficulties with TAFI, do you know if he reported the difficulties to anybody?

A. Oh, absolutely.

Q. Do you know to whom he reported them?
A. I do not.
Q. Do you know if any of the problems were associated with anything on TCCF's side?
A. I really do not.
Q. So you don't really know what those problems were associated with?
A. Not specifically. I can tell you that we have, over the last couple of weeks, pulled TAFI back out. And I think in my rebuttal testimony I make mention of that.
Q. And when you say we, who are you talking about?
A. Specifically our customer service rep, Ricky Aviles.
Q. And has Ricky attended TAFI training?
A. He has not. He has the manual and he has talked with the help desk on numerous occasions.
Q. Are there any plans of TCCF to train its employees on TAFI?
A. If we find that it's usable and it's of value to us, we would welcome that. But I have to tell you that since we went to the trouble to develop our own in-house system that cost us well in excess of $200,000 and a lot of the functionality that was described in Mr. Pate's rebuttal testimony, since we don't find it to work, I don't know that TAFI is a solution for us.

Q. And your statement that you don't find it to work is based on what you heard from Don Casement and then from the two attempts that Ms. Aziz and Ricky have tried?

A. Well, actually it was based on my sitting with Ricky over the last couple of weeks while he was placing trouble tickets and what I saw.

Q. Ms. Welch, have you requested any assistance from BellSouth recently --

A. Me personally?

Q. -- in the last month or two in helping with TAFI?

A. Ricky has.

Q. Has he received that help?

A. He's received answers. He has talked with Jason Weaver at the help desk numerous times.

Q. Has he talked with the account team?

A. I don't know that Ricky has or not.

Q. Has the account team been responsive to those kinds of inquiries to assist TCCF with any problems it is having?

A. The account team that we have had, Wayne Carnes and Bob McRae, have been a wonderful account team. They are always very responsive. Now, Mr. McRae is not assigned to us any longer, and quite honestly I had been

told that Mr. Carnes was not assigned to us any longer until yesterday when I spoke with him and he told us he was still on our account.

Q. Okay.

A. But they both have been very supportive.

Q. Is there any reason why the TAFI troubles were never mentioned before in all the, I guess, extensive records that TCCF has had that it has sent to BellSouth regarding issues?

MS. KAUFMAN: Objection to form of the question.

BY MS. KEYER:

Q. You can answer that.

A. I don't know if I even understood the question.

Q. Okay. Has TCCF ever -- I have that TCCF raised this issue prior to now in terms of TAFI.

MS. KAUFMAN: Objection to the form of the question. I don't think it's been established that they have not raised that issue.

MS. KEYER: All right. You've objected to the form. I'd like the witness to answer.

THE WITNESS: I was very clear in my direct testimony that we do not use TAFI. And I think it is untrue to say that we never complained about

and developed our own system. We have an internal customer database that we developed that gives us a complete history on our accounts. Our customer service reps, when they have a customer on the phone, can pull up that customer's account and not only see a history of opening trouble tickets, what the trouble was, and how long it took to close it, but on any other issues.

BY MS. KEYER:

Q. Okay. So TCCF has basically made the decision to use its own system?

A. Well, for right now. If TAFI worked better than it does, then we might consider using TAFI.

Q. Okay. How do you submit trouble tickets to BellSouth with your current system?

A. I believe our customer service reps simply call someone in your organization -- I don't know who that is -- and I'm sure that rep is working on a system similar to TAFI, and the trouble ticket is opened.

Q. Okay. I'm just going to ask one last question on this issue. You said that when it's shown that TAFI works, then you all would consider using it; is that correct?

A. We would consider it.

Q. How will it be shown if TAFI works for TCCF if

you don't get your folks trained on it to try it?

A. (No response.)

Q. I mean, it sounds like a catch 22 to me.

A. Well, Mary, you are assuming that we have never had any conversations with our account team about the OSS. That is an incorrect assumption.

Q. No, I thought you had said that you didn't know if they had been talked to about TAFI?

A. I don't remember saying that.

Q. Well, have you had any discussions with the account team about TAFI?

A. Not recently that I'm aware of.

Q. Okay.

A. Because remember, we have not been using it.

Q. Let's move on.

Now, you said when TAFI was and when you tried it and you've explained that.

How about EDI?

A. We have not tried EDI.

Q. Now, so we are really talking about LENS in terms of electronic interfaces when we are talking about TCCF; is that a fair statement?

A. With regard to what we are currently using, yes.

Q. Now, the folks who are using LENS, have they

received any training on LENS?

A. Yes, they have.

Q. And can you tell me what training that was?

A. We had two individuals come to the company sometime early last year: A lady by the name of Judy Glass, and I don't remember the gentleman's name. They came upon the recommendation of the account team and spent probably a day and a half with us.

Q. Do you remember when that was?

A. I know it was before February of '98 because I --

Q. Excuse me?

A. I was getting ready to make another comment, but it wasn't relevant.

Q. So when Judy Glass and this other gentleman came before February of '98, what did they do? And you said they were there for a day and a half?

A. Yes.

Q. And who did they meet with?

A. The provisioning reps as well as the customer service reps.

Q. Can you give me those names?

A. Well, I know that Sue Anderson was involved, I know that Tammy Aziz was involved, I know that Olga Southard was involved, and Ricky Aviles was

involved.

Q. Cathy and Denise were not; is that right?

A. Excuse me?

Q. Cathy and Denise?

A. Denise definitely was not, and I'm not certain on Cathy; she may have been.

Q. Did you receive feedback on that day and a half that these folks met with your folks?

A. From whom?

Q. From your folks?

A. Yes.

Q. Pardon?

A. Yes, I did.

Q. What was that feedback?

A. It was very positive. It was clear that Judy knows her stuff.

Q. So you feel like your individuals got well trained on LENS?

A. On the pre-ordering, yes.

There was no recommendation made to us at that point to use the ordering, and I honestly don't know if the ordering piece of LENS was available when Judy was here.

Q. Have your individuals received any training since that time?

A. I would say the answer to that is no. We had talked about having the account team come in early December of last year, and at the last minute we were told that it was not going to be permitted.

Q. You were told it was not going to be permitted by whom and what was not going to be permitted?

A. For the account team to come for training purposes. Something to do with budgetary constraints or getting towards the end of the year, and there was no money left in the budget, and other accounts that were producing more volume at that point having priority.

Q. Who told you that?

A. Wayne Carnes.

Q. And how about sending your people to LENS training classes at BellSouth facilities?

A. It has not been considered.

Q. Is there a reason why?

A. One reason would be because of the bankruptcy proceeding, to be quite honest.

Q. When was that filed, by the way?

A. The very end of May. I want to say maybe May the 26th or the 27th.

Q. Of '98?

A. Yes, ma'am.

Q. Can you tell me how most of your orders or

LSR's -- and do you understand orders and LSR's to be the same?

A. I would say yes. And again, I mean, I'm the chief operating officer. I'm not sitting in front of these terminals sending orders in, but I would say that that is accurate.

Q. And how are most of the orders or local service requests sent to BellSouth?

A. How are they what?

Q. How are they sent to BellSouth?

A. They are faxed at this point.

Q. Are all of your orders faxed?

A. I would say that they are.

Q. Okay. And has that always been the case since the inception of TCCF?

A. Yes. With respect to BellSouth, yes.

Q. Do you know -- I know that we have had some discussion and this was a request, but in terms of orders for complex services, would you agree -- and I think the figure that BellSouth had was .016?

A. Yes.

Q. Does that sound accurate to you?

A. It certainly sounds possible.

MS. KAUFMAN: I'm sorry, Mary, excuse me, what is that number supposed to represent? I didn't

understand your question.

MS. KEYER: I think it was the percentage of TCCF orders that were orders for complex services.

MS. KAUFMAN: Okay, thank you.

BY MS. KEYER:

Q. Did you understand that, Ms. Welch?

A. Yes, I did.

Q. Okay. When did TCCF send its first order to BellSouth for ESSX?

A. I can't answer that question because ESSX was handled outside of the normal operating areas initially.

Q. Who could answer that question?

A. That would have to be Mr. Koller.

Q. Do you know when ESSX was provisioned?

MS. KAUFMAN: Mary, I'm just going to object. Really ESSX is outside of the scope of Ms. Welch's testimony. She can answer, but --

MS. KEYER: Again, I would respond the same way to my objection during Mr. Hendrix' testimony. She's the chief operating officer of TCCF. And if she's got -- I mean, she's obviously got personal knowledge of many of the operations of the company. And if she has knowledge, then answer it, because this is a discovery deposition.

MS. KAUFMAN: That's fine. I was just trying

to save you some time.

MS. KEYER: Thank you.

THE WITNESS: Could you ask your question again?

BY MS. KEYER:

Q. When was ESSX provisioned?

A. I mean, I'm not trying not to answer your question, but if I answer it, I will be absolutely guessing.

Q. Well, what is your best estimate of it?

MS. KAUFMAN: I'm going to instruct the witness not to guess if she doesn't know the answer.

THE WITNESS: I do not know the answer, Mary. Again, it was outside of the normal course of operations. It was all handled through Ken Koller's department.

BY MS. KEYER:

Q. Who would have handled those actual orders for ESSX?

A. Ken Koller.

Q. So Ken Koller would have done the actual processing of the order?

A. Yes, ma'am.

Q. None of the service representatives or the customer service representatives would have done that?

A. They would not have.

Q. Does Ricky now handle your orders for ESSX?

A. Ricky handles the after-the-sale support of those orders, yes.

Q. Well, does that mean that he actually processes or sends in the orders?

A. It means that if an ESSX customer needs to make a change to their account, that he handles it, yes.

Q. Well, when you say handles it, I need to understand what you mean.

A. He works with the -- and I don't know if I'm going to use the correct term -- the complex services group, Darryl Ducote. He does work with that group to keep the ESSX customers operational or to make changes to the accounts, yes.

Q. Okay. If he has a new ESSX customer, who handles getting that order processed through BellSouth?

A. I don't know that we have had any new ESSX orders since Ricky's been involved.

Q. That wasn't my question. Before Ricky was involved --

A. Ken Koller.

Q. When did Ricky become involved?

A. Within the last, maybe, four months.

Q. What was he doing prior to that?

A. He was a customer service rep.

Q. So prior to four months ago, who would have handled an ESSX order?

A. Ken Koller and his organization.

Q. So it's your testimony that Ken Koller would have been the individual who actually completed the local service request and actually completed the paperwork necessary to get that order provisioned through BellSouth?

A. I don't know if your terminology is correct because I didn't work in that area, but he is the person that would have completed all of the paperwork for ESSX customers -- new or old.

Q. And would have faxed that order to BellSouth LCSC for processing?

A. Excuse me?

Q. He would have faxed that order to BellSouth for processing?

A. I can't answer that; I don't know.

Q. But you don't know who handled the orders for ESSX?

MS. KAUFMAN: Mary, that's been asked and answered four times -- Mr. Koller.

THE WITNESS: The reason I answered your last question with I don't know is because you said send

the LSR to the LCSC, and I don't think that that's accurate in the ESSX world.

BY MS. KEYER:

Q. Okay. Well, tell me what's accurate.

A. I already told you I can't because I didn't work in the ESSX area. All I can tell you beyond a shadow of a doubt is that Ken Koller and his organization handled all of the paperwork, everything associated with ESSX.

Q. Okay. What about other complex services?

A. They would have been handled mainstream.

Q. They were handled mainstream?

A. Yes.

Q. ESSX was the only one that was handled by Ken Koller's group?

A. Correct.

Q. On page 8, lines 21 and 22 of your testimony, your direct testimony --

A. Yes.

Q. -- you proposed language to the arbitration agreement regarding the OSS rate?

A. Yes.

Q. And as I recall, your language reflected your opinion that OSS's are not made available for use by BellSouth; is that an accurate interpretation?

MS. KAUFMAN: Object to the form. I didn't understand that question.

BY MS. KEYER:

Q. Well, I'm asking you, did your proposed language for the arbitration agreement regarding the OSS rate reflect your opinion that OSS's are not made available for use?

A. (No response.)

Q. Is that an accurate interpretation?

A. Let me answer with an explanation. In February of '98, I was told by the account team not to implement EDI, even though I had already purchased the software and sent my folks to training. I have and still have a lot of faith in those folks, so I did not implement EDI. I was ready to do that. That was in February.

In May, you present language to me that you want me to accept in a resale agreement that tells me that you're going to start charging me fees for OSS. Did I have a problem with that? Yes. I was sitting there not using the OSS based upon the recommendations of the account team.

Q. Does TCCF plan to use TAG?

A. If it works.

Q. How are you going to determine if it works?

A. Well, I guess we will have to do what all the

other resellers will have to do, and that is program the interface and then test it.

Q. Is TCCF planning to do that?

A. Yes, ma'am.

Q. I'm not sure I know what you said on this. I may have asked you this, but have you personally attended any of the CLEC training classes?

A. Yes, early on. I attended TAFI -- Lord, it was so long ago. I attended courses on club billing, submitting LSR's to the processing centers. I mean, they were all, I would guess, fairly preliminary classes.

Q. And were these classes offered by BellSouth at BellSouth facilities or were these classes that you refer to as the account team coming in and giving you some information on it and training?

A. They were classes at the Atlanta facility.

Q. And have any of the personnel reporting to you or reporting to Ms. Azis -- I think you said they haven't -- but have any of them attended any of those classes?

A. I believe Ms. Azis has.

Q. Which classes did she attend?

A. Mary, I'm going to give you my best answer. I believe she attended a class similar to the one I attended on TAFI and one of the other OSS's -- and I do

not know if it would have been EDI or LENS, I'm not certain -- and I know she attended some classes on billing.

Q. Do you know when that was?

A. I do not. It's been at least more than a year ago.

Q. For all of those?

A. I would say yes.

Q. Do you have any internal processes by which you have trained your employees on pre-ordering, ordering, repair, and maintenance?

A. Our supervisors or most senior employees train the less senior employees on how to use those processes, or Ms. Aziz does the training.

Q. Let's go to page 11, lines 1 and 2 of your direct testimony.

A. (Witness complies.)

Q. You say part and parcel of this requirement is access, how accessed OSS systems had parity with those BellSouth itself uses.

A. Yes.

Q. What do you mean by access?

A. In my mind, it means that the resellers or CLEC's be granted usage, if we don't like the word of access, to OSS that provide parity with those used by

BellSouth.

Q. Well, you're saying usage to OSS?

A. Well, I mean, I like the word access. I don't know what's wrong with that.

Q. And does LENS give you access to OSS systems?

A. Yes. I'm not saying yes to --

Q. Okay. What do you mean by as parity?

MS. KAUFMAN: I don't think Ms. Welch had completed her answer, Mary.

MS. KEYER: Oh, I'm sorry.

THE WITNESS: I'm not, by saying yes, not agreeing that it's at parity with the BellSouth systems.

BY MS. KEYER:

Q. Well, that's my next question. What do you mean at parity?

A. Well, the systems that the BellSouth reps use when processing retail orders, and I have described them in my testimony as I understand them to be.

You have one system that works for residential orders, that's RNS. RNS provides ordering and pre-ordering capabilities to the BellSouth reps. In the State of Florida, if it's a business account, they use the D-O-E system, giving us access to LENS for pre-ordering and EDI for ordering.

I mean, you've given us bits and pieces of software that, it's my position, don't work to the specifications that you say they work. And setting that aside, they are various systems that you have to move throughout. Your reps don't do that.

Q. Do you know what all systems that BellSouth reps use?

A. I just know what I've put in my testimony. I mean, I know having been here since December of '95, I cannot tell you how many times we have had customers who are totally frustrated by not being able to get a feature added or an order provisioned after being with BellSouth for ten years, knowing that it should only take a day and it's ten days and it's still not down with us.

I mean, something is not working. You know, those customers will call the BellSouth local office and say how long will it take for me to get a feature added and they are told, submit it by a certain time and it'll be done today. Mary, there's something wrong with the process.

Q. Have you looked at TCCF orders to determine whether or not the orders have been completed properly and correctly?

A. I don't understand the question.

Q. Well, the orders that are sent by TCCF for

those changes that you're talking about, are those features?

A. Yes.

Q. I'm assuming that those are orders sent to BellSouth from TCCF for TCCF customers?

A. Yes.

Q. And do you know -- do you have any kind of tracking to determine if any of those orders have been returned for clarification purposes or why the orders didn't go through?

A. Well, I personally don't, but our organization does.

Q. What percentage of your orders that are sent to BellSouth are sent back for clarification?

A. I know at one point in time the number was somewhere around maybe 13, 14 percent. It was very low and that number was given to us by the LCSC.

Q. Okay. But you don't have any recent numbers on that?

A. No, Mary, I do not.

THE COURT REPORTER: Would it be possible to take a little break here?

MS. KEYER: Sure.

(Whereupon, a break was taken, after which the proceedings continued.)

BY MS. KEYER:

Q. Ms. Welch, on page 12, line 11 --

A. Yes.

Q. -- you state that EDI didn't process any complex orders, any orders with more than six lines, any adds, moves, or changes?

A. Correct.

Q. Pardon?

A. Yes, I did make that statement.

Q. Okay. And your counsel this morning in questioning a witness pointed out that it was -- it said when introduced?

A. Yes.

Q. You would agree that today EDI does, in fact, process some complex orders, orders with more than six lines, and adds, moves, or changes?

A. I would agree that that's what I've been told.

Q. And the basis for your statement that it did not process any complex orders with more than six lines or adds, moves, or changes when it was introduced, what's the basis for that statement?

A. It's based on what I was told on more than one occasion.

Q. And by whom were you told that?

A. Members of the account team, I feel certain.

Q. Do you know who?

A. I feel very certain that that was part of the conversation that was had in February of '98, with Wayne Carnes, Mike Wilburn, and Jimmy Patrick.

Q. And is that a conversation you're talking about when the recommendations were made about waiting and using TAG or was that another conversation?

A. Waiting and using API, which I understand is the same as TAG, yes.

Q. Have you ever personally tried to process those types of orders?

A. No, I have not.

Q. And none of your personnel have either?

A. No, we have not.

Q. You may have said this earlier, but why has TCCF chosen not to do orders, process orders via LENS?

A. We had tried -- well, let me back up. When LENS was originally introduced, I believe that our folks tried all of the capabilities that existed at that point, and had difficulties. Now again, that was, I believe, before customer service reported to me.

Q. And after customer service reported to you, has anyone else tried?

A. Not until recently.

Well, I shouldn't say that. I think Tammy Asis

has off and on and has not been satisfied with the operation.

Q. Do you know what type of orders she tried to process or how many or over what time period?

A. I do not. I would have to check.

Q. And you believe Ms. Azis was the only one who tried that on an occasion?

A. I honestly don't know. Perhaps Don Casement who was the customer service manager before Tammy Azis.

Q. How long has Don Casement been gone?

A. He was involved in our layoff in June of '98.

Q. June of '98, okay.

How many -- I think you testified earlier that there were approximately 30 employees who worked for you, and maybe even 35, in '97. At the end of '97, I think you said you thought you all had 30.

How many of those 30 employees are still employees with you today?

A. The 23 that we have.

Q. So all of the 23 employees that you have on your payroll now were employed at the end of '97 --

A. (No response.)

Q. -- by TCCF?

A. Give me a minute.

I would say that that's true.

Q. On page 13 of your direct testimony, lines 5 and 6, you state that according to your, our BellSouth account team, order flow-through cannot be achieved with EDI.

A. Correct.

Q. Can you tell me who on the account team, or where you're getting that from?

A. The majority of my comments with regard to EDI date back to the meeting in February of '98.

Q. And will you tell me what the purpose of that meeting was?

A. We visited the LCSC. When I say we, I believe it was myself, Tammy Azis, and Jill Whist (ph), our controller at that point. We visited the LCSC because of a laundry list of problems that we were having.

Q. And the meeting with the BellSouth folks was, I think you said Wayne Carnes, Mike Wilburn, and a third individual?

A. There was, at that meeting there were many individuals. When the meeting was concluded, a few of us stayed to have conversation about OSS.

Q. And is that when these statements that you say were made about the electronic interfaces was made at the end of the meeting with these three people that you referred to earlier: Wayne Carnes, Jimmy Patrick, and

Mike Wilburn?

A. Correct.

Q. And can you tell me who said, who of those three individuals said that order flow-through cannot be achieved with EDI?

A. I do not recall, Mary.

Q. I think Mr. Cathey referred to a double-keying issue that seems to be an issue with TCCF and other CLEC's.

Did you hear him refer to that?

A. Yes, I did.

Q. And are you familiar with what he's talking about?

A. Yes, I understand what he's saying.

Q. Can you tell me what that is and --

A. Well, it's the same thing that I mentioned to you right before we concluded to go on break, when you were asking me to look at a part of my testimony and asking me about parity. The resellers have been given access to bits and pieces of OSS, as opposed to the BellSouth reps that have, if they are in the State of Florida, only two systems to use. So that's what he's referring to. If you use LENS for pre-ordering and, say, EDI for ordering, you have to move back and forth between the two systems.

Q. And TCCF would rather have one system that you can do both in; is that correct?

A. Well, I think anybody would.

Q. And both TAG and EDI -- I mean, and LENS provide that?

A. We don't know that.

Q. Pardon?

A. We do not know that.

Q. But from what you understand, both of those systems would provide, both of those interfaces would provide or eliminate double-keying?

A. LENS's ordering capabilities are very limited. TAG, as far as I'm concerned, does not exist. I mean, it's product specifications on a piece of paper that nobody has tested, none of the resellers have tested.

Q. Well, none of the resellers are using it. Some are in the process of testing it; isn't that right?

A. I understand there are two resellers that are beta test sites. Beyond that, I have no knowledge.

Q. But TAG would provide or will, actually it would eliminate the double-keying issue that you refer to; isn't that right?

A. If it works.

Q. And do you know, isn't it true that you can integrate LENS with EDI to eliminate that double-keying?

A. (No response.)

Q. Pre-order LENS and order EDI?

A. You're going to have to restate your question.

Q. Do you know or isn't it true that you can use the pre-order LENS with EDI and integrate those two systems or those two interfaces with your systems in order to eliminate double-keying?

A. No one has ever told me that or recommended it to me.

Q. So you are not aware that you can integrate those?

MS. KAUFMAN: Object to the form of the question.

MS. KEYER: Well, I'm asking her if she's aware of that.

THE WITNESS: No, I'm not.

BY MS. KEYER:

Q. Okay. Did you hear Mr. Cathey's testimony, or Mr. Pate's testimony I believe it was, where he talked about ALEC's developing software on their side to integrate the interfaces with their own systems?

A. Yes.

Q. Was that a surprise to you?

A. A lot of what has been said during direct testimony and rebuttal has been a surprise to me.

Q. Okay. Aside from that comment, did that, was that information new information to you?

A. Yes.

Q. Can you tell me who at BellSouth refused to provide you access to BellSouth's systems? It's page 15, line 16 of your direct testimony.

A. What lines?

Q. Line 16.

A. I think it's a corporate position that BellSouth has taken.

Q. What systems are you referring to?

A. The systems that the BellSouth reps use when processing retail orders.

Q. RNS and DOE?

A. Yes.

Q. SONG?

A. Yes.

THE COURT REPORTER: I'm sorry, what was the last one?

THE WITNESS: SONG.

BY MS. KEYER:

Q. Is TCCF willing to pay for whatever modifications or development would have to be done in order to make those available to TCCF?

A. Absolutely not.

Q. You said that was a BellSouth position. How did you become aware of that position? Who told you that?

A. Well, it's pretty obvious.

Q. So you're making that assumption?

A. No, I don't agree with that. I mean, I have a lot of correspondence, including complaints that were filed with the Commission, stating that the resellers needed to be given access to the systems used by BellSouth.

Q. Has TCCF ever asked BellSouth to give it access to RNS, DOE, or SONG's?

A. By name?

Q. Yes.

A. Not that I'm aware of. I feel very certain that Mr. Ripper has had conversations specific to access to systems that he knows exist.

Q. Does TCCF have plans to operate outside of the BellSouth region?

A. Outside?

MS. KAUFMAN: I'm going to object to the relevance of that question.

MS. KEYER: Well, it is relevant. This is discovery. I think I can ask it, if you know, Ms. Welch.

MS. KAUFMAN: You can answer.

THE WITNESS: I would say yes.

BY MS. KEYER:

Q. Are you currently operating outside of the region?

A. No, not for local services; for long distance, yes.

Q. On page 19, lines 11 to 13 of your direct testimony --

A. Yes.

Q. -- when you say the acts required BellSouth to provide resellers with OSS which are at least equal to those used by BellSouth personnel when processing end-user orders --

A. Yes?

Q. -- is that your interpretation of the act or is that part of the act?

A. We didn't hear that last part.

Q. Well, is that your interpretation of the act?

A. I would say it is.

Q. What do you understand, from what you put in there, at least equal to mean?

A. OSS's that perform equally to those used by BellSouth's reps when processing retail orders that would give us parity of service.

Q. Now, what do you mean when you say perform equally?

A. Well, one example would be to give us the same service intervals.

Q. Anything else other than service intervals?

A. Yes, to give us fully integrated systems instead of bits and pieces of systems.

Q. And that's what TAG would do or you could integrate the pre-order LENS with EDI and get that; is that correct?

A. I don't know that.

Q. Is that what you mean by fully integrated, though?

A. (No response.)

Q. What do you mean by fully integrated?

A. To me, fully integrated means that all of the pieces are pulled together and flow. You don't have to leave one system to get into another system. You don't have to double key. I mean, everything flows together; the processes are connected.

Q. Okay. Anything else?

A. I would reiterate again the importance of parity and delivery of service intervals that are equal to those that you enjoy.

Q. Okay. That's the same as service intervals,

right?

A. Yes.

Q. On page 20, lines 18 to 20, you state that the EDI change control process is dominated by requests from large resellers?

A. Yes.

Q. What do you base that on?

A. Being conferenced into a number of those meetings and listening to the topics being discussed and the conversations being held.

Q. And TCCF ever submitted any requests to the EDI change control process?

A. No, we have not.

Q. Isn't it true that all participating resellers do have equal voting rights?

A. I don't know that.

Q. Are you a participating reseller of the EDI change control process?

A. Again, I have conferenced in on a few occasions.

Q. On page 20, beginning on line 18 -- I'm sorry, hang on one second. Let me find my reference.

Okay. It's right there in front of me. You say that smaller resellers like TCCF do not have the financial wherewithal to pay for the type of automation

being requested by large carriers?

A. Yes.

Q. Specifically what type of automation are you referring to there?

A. Well, again, I can tell you that after conferencing in to some of those meetings, that for the most part, none of the automation being requested or being discussed was relevant to TCCF. These were all facilities-based resellers or carriers, whatever we want to call them.

And, I mean, quite honestly, we have 25 employees. Since summer of last year we have been staffed very leanly. And I don't have the time to sit in on conference calls that are three and four hours long when subjects that are being discussed have no relevance to me. And my concern is if the requests being submitted by the larger resellers are being honored and BellSouth moves forward to implement those, all of those costs are going to be dumped into the cost module used to determine what we will be charged for OSS development and usage.

Q. Okay. Have you expressed your concerns to the EDI change control process?

A. No, I have not.

Q. Do you have any specific examples of the type of automation that you're referring to?

A. I'd have to go back to my notes.

Q. Are you saying that it's more economical for TCCF to have personnel and to process orders manually rather than electronically or through automated processes?

A. No.

Q. Does the bankruptcy that TCCF has filed impact TCCF's ability to invest in automation?

A. Yes.

Q. Did that bankruptcy, the filing of the bankruptcy, also cause TCCF some customer service problems?

A. Yes.

Q. Can you explain to me what those were?

A. Well, I don't know that it's necessarily the filing of the bankruptcy, but the events that led up to the filing of the bankruptcy.

Q. Is that your dispute with the long distance carrier?

A. Yes.

Q. And what were those service problems that occurred as a result of what, the events leading up to the bankruptcy?

A. The disputes with the long distance carrier, first of all, were all disputes surrounding the operation

of a sister company, so I want to make that clear. But part of the outcome of that dispute was that the long distance carrier did turn off all the long distance service to the TCCF sample base.

Q. For how long were your customers without long distance service?

A. It varied: some short periods of time, some longer.

Q. What's the longest period of time a customer was without long distance service?

A. I don't know that I can answer that.

Q. Isn't it true that some of your customers were without long distance service for two weeks or more?

A. It's possible, yes.

Q. And what percentage of your customer base did you lose during that time period?

MS. KAUFMAN: Excuse me, what time period are you talking being?

MS. KEYER: Well, the events leading up to the bankruptcy and the bankruptcy filing, when you had those problems with your long distance carrier.

THE WITNESS: Can you give me dates?

BY MS. KEYER:

Q. Well, was there more than one time period when your customers were without long distance service?

A. No.
Q. What date was that?
A. Early to mid-June, '98.
Q. Okay. What percentage of your customer base did you lose during that time period?
A. I'm not trying to be evasive, but what time period?
Q. Early to mid-June of '98.
A. Early to mid-June of '98, we probably lost 20 percent. I'm guessing.
Q. Okay. Hang on one minute, please.
MS. KEYER: Can we take five? I may just be about done.
MS. KAUFMAN: Sure.
(Whereupon, a break was taken, after which the proceedings continued.)
BY MS. KEYER:
Q. Okay. What is your definition of nondiscriminatory?
A. Equal.
Q. And when you told me earlier what you meant by equal, that's what you mean when you say equal?
MS. KAUFMAN: Object to the form of the question.
BY MS. KEYER:

Q. You can answer it, Ms. Welch.
A. I'll not real sure I understand it.
Q. Okay. Earlier we had some conversations about what your meaning of equal to meant.
When you say nondiscriminatory means equal, is that your same definition or do you have another definition?
MS. KAUFMAN: Object to the form of the question. Mary, I'm not trying to be difficult, but we don't understand what you're talking about.
BY MS. KEYER:
Q. All right. Ms. Welch, do you remember when I asked you on page 19, lines 11 to 13, what you understood to mean by the phrase at least equal to?
A. I believe I do.
Q. When you say that nondiscriminatory to you means equal, is that the same as what you understand at least equal to mean?
A. I have a hard time answering that question, and I'm not trying to give you a hard time.
Q. Well, just answer it as best you can answer it.
A. Well, I think nondiscriminatory means that you set the two systems side by side and you process the same order through both of the two systems and you get the same results: The same processing time, the two don't

require one anymore effort than the other; I mean, equal.

Q. Okay. Are you aware that BellSouth -- have you reviewed Ron Pate's testimony?

A. Yes, I have.

Q. And are you aware that BellSouth's processing of orders for complex services, would you consider -- strike that. Let me start all over.

In Ron Pate's testimony, he attached two exhibits. Would you agree that the process used by BellSouth for the handling of orders for complex services is equal to that for resellers --

A. No.

Q. -- handling the same type of services?

A. No.

Q. Okay. Why would you not agree with that?

A. Because I've not seen the two systems side by side processing orders.

Q. Well, if we are talking about the manual processing of orders, would you not agree that that is the same?

A. I cannot agree to that.

Q. Why not?

A. Mary, this comes down to the resellers on one side and BellSouth on the other side. You have a lot of documentation and a lot of folks that have not

necessarily been in the field, used the systems, talked to the resellers that say this is the way it works.

Q. Okay. I'm talking about a manual processing of an order.

A. (No response.)

Q. What system are you referring to?

A. I'm just saying that you have two groups here and I don't know that you are ever going to get the resellers to agree that everything that BellSouth puts down on a piece of paper and says this is the way it is, is necessarily the way it is.

Q. Well, do you know of anything that is different between the way BellSouth processes an order for a complex service to the way that a reseller processes an order for a complex service?

A. I know if I look in your service interval guides I don't get turnaround times anywhere close to what you get. There's got to be a difference somewhere.

Q. And can -- do you know what those differences are, if you think there is a difference on BellSouth's side --

A. No, I do not. I just know there's got to be a difference.

Q. -- that has been returned to you for clarification?

MS. KAUFMAN: We didn't get the first part of the question, Mary.

BY MS. KEYER:

Q. Isn't it true that an order returned for clarification to a reseller would be a difference that would cause a longer interval period?

A. No different than an error that's by one of your reps.

Q. So are you saying, then, that it would, in fact, cause a longer period?

A. Any error made by any rep would cause a longer period.

Q. Based upon the charts that are proposed by Ron Pate, wouldn't you agree that these processes are the same for complex services, just assuming that what BellSouth has presented is correct?

A. Why would I assume that?

Q. Well, because for purposes of this question I want you to assume that.

A. I will not do that, Mary. I know nothing about the staffing levels, I know nothing about the competency of the reps that sit in those two groups. No, you cannot get me to agree to that.

Q. So you cannot agree that, simply, that the process itself is the same in terms of -- let's look at

Ron Pate's --

A. Let me give you an example. On one of the breaks today I went over on the other side. Ricky flagged me down. Today we had an ESSX customer. Ricky requested a change to this account on December the 21st. He submitted the paperwork. Shortly after submitting it, he found that he had made an error. He called and talked to someone in the center -- and I don't have names, I can get them if I need to -- and they intercepted the paperwork. He said, I made an error. And they said, fine, resubmit it with this language on it, it's not a problem.

That paperwork was processed in December. We know it was because the customer's issue was resolved. We never got an FOC back. Sometime this week, I believe yesterday or the day before, Ricky called looking for the FOC. He got the FOC, but guess what else happened? Somebody in that center put that order back through, but they put the wrong order through. The Center for Radiology was disconnected this morning. They had no service. It was your error, not mine. You will not get me to agree that the systems are equal.

Q. Okay. I'm not going to beat this dead horse. I'm not talking about the system; I'm talking about the process, human error aside.

A. You can't separate the two.

Q. Okay, that's fine. Are you saying TCCF never makes any errors?

A. Absolutely not.

Q. Okay. Are you speaking on behalf of all resellers?

A. I can't do that. I think they can speak for themselves, though, if you guys want to hear them.

Q. Okay. Have you reviewed, have you reviewed Daonne Caldwell's testimony?

A. Yes.

Q. And you heard BellSouth's plans in terms of the cost study to recover its costs of the OSS over a three-year period?

A. Yes.

Q. Now, I believe in your testimony on page, the bottom of page 15 and the top of 16 --

A. Yes.

Q. -- you made a statement that it appears that the fees will be perpetual?

A. When I made my direct testimony, that's true.

Q. Having now heard the testimony of Ms. Caldwell and seeing BellSouth's cost study and seeing the process over which they plan to recover this cost, does that alleviate that concern?

A. Specifically as it relates to time frames I guess.

Q. And in terms of the OSS language that BellSouth proposed on the OSS charges and offered the true-up language once final rates were available, why is TCCF opposed to that language allowed for true-up?

A. Can you direct me to the language that you want me to look at?

Q. Well, it's just the language that the parties -- you don't recall there being a true-up?

A. Mary, we looked at so many different versions of that language. You would have to --

Q. Just generally, does TCCF have a problem generally with agreeing to interim rates subject to truing up those rates once final rates are established?

A. Final rates are established by whom?

Q. The Public Service Commission.

A. I think at one point I agreed to language similar to that, but I did not think that we should have to pay for OSS's that were already in place.

Q. What do you mean by that?

A. I am uncomfortable having dialog without looking at language in front of me. I mean, that whole scenario of the OSS language changing over and over again, I found very confusing and, quite honestly, very

perplexing.

Q. Okay. I'm not talking about specific language right now, I'm just talking about just generally. You said you had a problem in paying for OSS systems that were in place?

A. Okay. Let me back up. I have a problem paying at all, okay? I do not think that the reseller should have to pay your development costs or costs associated with using the OSS. I think that's discriminatory. Now, if I'm forced to pay charges, will I if a state commission orders me so? I don't know that I have any choice.

Q. Are you aware of any problems that BellSouth has with its own systems and its own personnel in terms of pre-ordering, ordering, and maintenance and repair?

MS. KAUFMAN: I object to the form of the question. Are you talking about the retail side or the CLEC side?

MS. KEYER: Retail side.

THE WITNESS: No, I'm not.

MS. KEYER: I don't have any further questions.

MS. KAUFMAN: June, do you have any questions?

MS. McKINNEY: No, I don't have any questions for Ms. Welch.

MS. KAUFMAN: All right. I guess our work here

is done.

(Whereupon, the deposition concluded at 3:40 p.m.)

STIPULATIONS

It is hereby stipulated and agreed, by and between counsel present at this deposition, that the reading and signing of this deposition would be not waived, that no off the record discussions would be held without the consent of the deponent, that all objections except as to the form of the question would by reserved, and that this deposition was properly noticed.

ERRATA SHEET

In Re: PETITION BY TCCF FOR RESOLUTION OF ITEMS

DOCKET NO.: 981052-TP

REPORTED BY: TRINA SEMINO, RPR

COPY

DATE OF DEPOSITION: JANUARY 15, 1999

DO NOT WRITE ON TRANSCRIPT -- ENTER CHANGES HERE:

Page No.	Line No.	Change
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_____/	_____/	_____

Under the penalties of perjury, I declare that I have read the foregoing deposition and that the facts stated in it are true.

Dated this ____ day of _____, 1999.

_____

ANDREA WELCH

REPORTER'S CERTIFICATION PAGE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I, TRINA SEMINO, RPR, of Prestige Reporting, and Notary Public in and for the State of Florida at Large

DO HEREBY CERTIFY that the foregoing deposition of ANDREA WELCH was taken before me at the time and place therein; that said deponent was there and then orally examined and testified as herein set forth; that I reported said examination and testimony stenographically, and that this transcript of deposition, pages 3 through 81 inclusive, constitutes a true and correct transcription of the shorthand report of said deposition.

I FURTHER CERTIFY that I am neither related to, nor employed by any counsel or party to the cause pending, nor interested in the event thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 19th day of January, 1999.

Trina Semino
Notary Public, State of Florida
Commission No. CC 686055
My Commission Exp. 02/18/2001
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

TRINA SEMINO, RPR
Notary Public-State of Florida

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Robert Wilhelm
Title: DIRECTOR
Date: 5-30-96
Address: 1075 W. PEACHTREE ST.
ATLANTA GA 30375
SUITE 11A15

THE LOCAL EXCHANGE COMPANY

By: Lee N. [illegible] AS
Title: PRESIDENT
Date: 5-29-96
Address: THE TELEPHONE COMPANY OF CENTRAL FLA
3551 W. LAKE MARY BLVD., SUITE 210
LAKE MARY, FL 32746

RW 5-30-96
EWK
5-29-96

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.2 Centrex-CO Service (Cont'd)

A112.2.6 Rates and Charges (Cont'd)

D. Auxiliary Services for Systems served from No. 1 ESS Type Central Office Equipent (Group "A" and "B" Services) (Cont'd)

3. Centrex-CO Arrangement for Centralized Attendant Service from No. 1 Electronic Switching Service. (Cont'd)

b. Rates and Charges (Cont'd)

(2) Release Link Trunk Terminal Equipment - BRANCH Locations[2,3] (Cont'd)

	Feature Establishment Charge	Monthly Rate	USOC
(d) Release Link Trunk, additional terminations after the first two, each	$20.00	$19.00	EC5
(3) CAS Attendant Console Equipment			
(a) Each[4]	-	-	NA
(4) Uniform Numbering			
(a) Per CENTREX-CO Location	16.00	-	NA
(b) Each 100 numbers or fraction thereof	11.00	-	NA

A112.3 ESSX-1 Service

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section arenot available for new installations, moves, transfers of service or replacements of existing service.

Obsolescence Rules

1. ESSX-1 service subscribers under a month-to-month payment option will be allowed to maintain their existing service at month-to-month rates until 12/31/98.

   On or prior to 12/31/98 ESSX-1 service month-to-month subscribers must; 1) convert their entire ESSX-1 service account to MultiServ* service or MultiServ PLUS* service as described in A12.20 and A12.21 respectively of this Tariff; or 2) subscribe to an alternate service.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

Note 2: Each rate element shown provides only the basic release link trunk termination equipment facilities located at the central office where the basic Centrex-CO service is provided and is in addition to other rates and charges applicable for the associated Centrex-CO service and Private Line Services and Channels.

Note 3: Each Release Link Trunk termination requires 2 channels between the MAIN and BRANCH locations. Release Link Trunk Termination Equipment charges are in lieu of Tie-Line and Miscellaneous Line Termination charges.

Note 4: Apply rates and charges as specified in Section A112.1.8.A.2. of this Tariff for Data Link

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OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

EXHIBIT JDH-2 Page 2 of 4

FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

EFFECTIVE: July 15, 1996

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.3 ESSX-1 Service (Cont'd)

2. ESSX-1 service subscribers under contract will be allowed to maintain their ESSX-1 service until the expiration date of their contract or until 12/31/98 if their contract expires prior to that date. Upon expiration of their contract or by 12/31/98, ESS-1 service subscribers must disconnect ehrir ESSX-1 and either; 1) convert their entire ESS-1 service account to MultiServ* service or MultiServ PLUS* service as described in A12.20 and A12.21 respectively of this Tariff; or 2) subscribe to an alternate service.

A112.3.1 Auxiliary Services

A. Attendant Service

1. 50A Consoles

(Obsoleted October 5, 1981, Type 3)

a. General

(1) The 50A Console will be furnished under Plan 1 or Plan 2 in accordance with regulations as stated in Section A22. of this Tariff.

(2) The 50A Consoles are provided only where the central office serving the ESSX-1 System has been arranged for use with such consoles.

(3) One-way call splitting is provided and allows the attendant to exclude only the incoming calling party while announcing the incoming call to the called party.

(4) The 50A Consoles are available only equipped with a Touch-Tone® dial and therefore, rates and charges for Touch-Tone® Calling Service as specified in Section A13. of this Tariff will apply.

(5) The Direct Station Selection (DSS) capability is only available with the 131 and 151 type console and is included in the console rate. The ESSX-1 station lines equipped for DSS must be in consecutive one hundred station number group(s). Station lines equipped for DSS may, as an option, be equipped for station line visual busy indication on a "per key" basis. Where more than one console is equipped for the DSS and station busy lamp indication feature, the DSS and station busy indication on the second console are a multiple appearance of the first console. Only two consoles may be equipped with the DSS-Busy Lamp Field (BLF). The ESS-BLF feature can be provided only to the main stations at the same location as the consoles.

(6) The ESSX-1 Primary Feature Package at rates as specified in Section A112.1.8.C.1. of this Tariff is required with each ESSX-1 circuit designated as a Console Access Loop.

(7) Each ESSX-1 circuit (Console Access Loop), terminating on a console loop key requires a Loop Terminating Equipment.

(8) Console Access Loops are required between the No. 1 ESS serving the ESSX-1 System and the console location. These facilities are used to complete incoming calls for the listed directory number and may be arranged for completing dial "0" traffic. In addition, Console Access Loops have the same capabilities as ESSX-1 station lines. Console Access Loops terminate directly on apparatus of a specific console. Multiple appearances of a Console Access Loop are not provided.

(9) Night Service is provided by use of the Night Trunk Answer Any Station or the Directed Call Pickup optional feature of the ESSX-1 System on the listed directory number.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

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*Service Mark of BellSouth Corporation

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.3 ESSX-1 Service (Cont'd)

A112.3.1 Auxiliary Services (Cont'd)

A. Attendant Service (Cont'd)

1. 50A Consoles (Cont'd)

a. General (Cont'd)

(10) Control channels are required for various console optional features as indicated and are provided at the appropriate rates and charges as specified.

(11) Time and Material Charges apply to all customer requested installations, moves, changes, removals, rearrangements, and maintenance of premises wiring performed by the Company on the customer's premises, except as excluded or otherwise provided for in Section A4 of this Tariff.

b. Rates

(1) Common Equipment for 50A Consoles

	Monthly Rate	USOC
(a) Attendant access circuit (one required per loop termination equipment), each	$5.40	EAS
(2) Console Access Loop[2]		
(a) Each (maximum of 14 per console[2])	16.65	EAR
(3) Common Equipment for Optional Features		
(a) Circuit group busy (one required per circuit group busy indication), each	3.05	EAX
(b) Position busy[3] (position busy may not be provided for a one position arrangement), per console	5.10	CXJ
(c) Multiple Position Hunt for ESSX-1 systems provided with more than one 50A Console, per system[4]	34.20	CXH
(d) Fixed night service[5]	5.40	CXX

(4) Customer Premises Equipment... Consoles etc.

See Section A114. of this Tariff for rates and charges for 50A Consoles and associated customer premises equipment.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

Note 2: See Section A112. for charges applicable for associated ESSX-1 Primary Feature Package and optional features.

Note 3: For charges applicable for associated Supervisory Control Channels, see A13.1, Type 1105 Channel.

Note 4: Charges for the appropriate line hunting arrangements associated with multiple position hunt are specified in Section A112.1.8.C.2.b.(16).

Note 5: See Section A112.1.8.C.1. for charges applicable for associated ESSX-1 Primary Feature Package and optional features.

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: July 1, 1996
BY: Joseph P. Lacher, President - FL
Miami, Florida

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.3 ESSX-1 Service (Cont'd)

A112.3.1 Auxiliary Services (Cont'd)

B. Auxiliary Attendant Features

(Obsoleted 9-24-79, Type 3, Tariff Reference Section A12.1.8.B.1)

1. Attendant Control of Facilities

   (See A12.1.8 for Rates and Charges)

A112.3.2 Reserved for Future Use

A112.4 Reserved for Future Use

A112.5 Electronic Tandem Switching Features

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified in the obsolescence rules stated in A112.26. Not available for new service or entire moves of service to new locations.

A112.5.1 Regulations

A. Explanation of Terms

(Obsoleted 6-28-89, Type 2. Not offered for new installations on or after the specified obsoleted date.)

1. Station Message Detail Recording to Premises (SMDR-P)

   SMDR-P provides a record, on magnetic tape equipment located at the customer's premises, of calls originating from ESSX® service/ Centrex-CO main station lines to locations outside the same ESSX® service/ Centrex-CO System. Facility groups may also be designated as requiring originating and/or terminating records.

   Account Codes - Account codes are an SMDR-P option which permit a main station line user to dial a series of digits (code) which will appear in the SMDR-P record for that particular call. The Account Code can be used by the customer for account or project identification. Adding an Account Code to a call, where arrangements have been made to provide this capability, is at the discretion of the main station line user. Each customer's Account Code must contain the same number of digits, not to exceed eight, and must not conflict with on-network code assignments.

B. Station Message Detail Recording To Premises (SMDR-P)

1. SMDR-P is not represented to be a provision of billing detail.
2. Station message detail records will be provided on terminal equipment located at the customer's premises at the rates and charges specified in A112.5.2 following.
3. The customer must provide compatible equipment located at his premises to record the SMDR-P Data.
4. Processing of message detail information (SMDR-Basic) by the Company's accounting center is not provided with this arrangement.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 10
COMPANY/ WITNESS: Welch
DATE: 1-22-99

Log sheet on LENS ordering function

10

Pon	Req Rep	Service Req.	Date	Desired DD	Caculated DD	Order Time	F.O.C	Completed Date	Flow Through	Oder #	Comments	# of days to completion
Ra8348	Pierre	Suspend Service	12/15/98	12/16/98	12/16/98		Y	12/17/98	NO	CYXWD777	Had to call and have FOC sent to me never flow through	3
Ra4456	Cathy		12/15/98	12/18/98	12/21/98		Y	12/18/98	NO	RYNHP925	Had to call to have order processed	4
Sa9204	Sue	Disc. Payphone	12/11/98	12/11/98	12/17/98		N	12/17/98	NO	DR61D3x2	Oder was dropped out of Lens had to call and find out Due date.	5
Raa0409	Pierre	Disconnect	12/16/98	12/17/98	12/21/98	10:13a.m.	Y	12/18/98	YES	DYXY1842	Went Through no problems.	3
DO62109	Dennise	Conversion as Specified	12/16/98	12/16/98	12/16/98		Y	12/17/98	NO	CYCP5M42	All went thorugh fine waiting for CSR to confirm that the cust was Switched with PIC changes	2
TLA8219	Tammy	Change White pages	12/14/98	12/14/98	12/14/98		Y	12/14/98	YES	RYP4F707	Sent directory Change no prob	1
Ra8194	Sue	Disc. Payphone	12/17/98	12/17/98	12/19/98		Y	12/18/98	YES	DQ8P8BC2	Perfect	2
Ra8970	Sue	Disc. Payphone	12/17/98	12/17/98	12/18/98		Y	12/18/98	YES	DQ68Q811	Perfect	2
RA2007	Cathy	Disconnect	12/18/98	12/18/98	12/23/98		Y	12/23/98	YES	DY1NGF06	Disc. DD to long	4
RA0665	Dennise	Conversion as Specified	12/18/98	12/18/98	12/18/98		Y	12/21/98	YES	CQ026MC4	Conversion Good DD same da	2
16809689A	Sue	Disc. Payphone	12/21/98	12/21/98	12/21/98	09:45a.m.	Y	12/22/98	YES	DYC7NH63	Perfect	2
16809492A	Sue	Disc. Payphone	12/21/98	12/21/98	12/21/98		Y	12/22/98	Yes	DYWJ9579	Disconnected	2
16809439A	Sue	Disc. Payphone	12/21/98	12/21/98	12/21/98		N	12/22/98	NO		Disconnected but NO FOC or Completion Notice	2
1680973A	Sue	Disc. Payphone	12/18/98	12/18/98	12/22/98	04:25p.m.	N	12/22/98	NO		Disconnected but NO FOC or Completion Notice	3
16809674A	Sue	Disc. Payphone	12/22/98	12/22/98	12/22/98	09:14a.m.	Y	12/22/98	Y	DRBN74R7	Disconnected	1
1680951A	Sue	Disc. Payphone	12/22/98	12/22/96	12/22/98	09:22a.m.	Y	12/22/98	Y	DY342TI5	Disconnected	1
16809227A	Sue	Disc. Payphone	12/22/98	12/22/98	12/22/98	09:32a.m.	Y	12/22/98	Y	DY7BR5t5	Disconnected	1
RA63621	Sue	Conversion as Specified	12/22/98	12/22/98	12/22/98	10:11a.m.	Y	12/30/98	NO	CQHD7507	Pending order 12-23-98:Finally oder has been confirmed on 12-30-98	6
RA91644	Tammy	Disconnect	12/22/98	12/22/98	12/22/98	11:01a.m.	Y	12/22/98	Y	DY17YYV3	Disconnected	1
15969433A	Sue	Disc. Payphone	12/22/98	12/22/98	12/22/98	11:41a.m.	Y	12/22/98	Y	DY1XL4F9	Tested line disconnected	1
16809546A	Sue	Disc. Payphone	12/23/98	12/23/98	12/23/98	10:53a.m.	Y	12/29/98	Y	DYDGQRD3	Tested line disconnected	5

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 11
COMPANY/ WITNESS: Hendrix
DATE: 1-22-99

Agreement Between BellSouth Telecommunications, Inc. and The Telephone Company of Central Florida Regarding The Sale of BST's Telecommunications Services to Reseller For The Purposes of Resale

THIS AGREEMENT is by and between BellSouth Telecommunications, Inc., ("BellSouth or Company"), a Georgia corporation and The Telephone Company of Central Florida, ("Reseller") FLORIDA corporation and shall be deemed effective as of ~~June 1~~ MAY 28, 1996. end

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Reseller is an alternative local exchange telecommunications company authorized to provide telecommunications services in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and ENR

WHEREAS, Reseller desires to resell BellSouth's telecommunications services; and

WHEREAS, BellSouth has agreed to provide such services to Reseller for resale purposes and pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual premises and promises contained herein, BellSouth and Reseller do hereby agree as follows:

ENR

I. Term of the Agreement

A. The term of this Agreement shall be two years, beginning ~~June 1~~ MAY 28, 1996 and shall apply to all of BellSouth's serving territory as of January 1, 1996 in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

B. This Agreement shall be automatically renewed for two additional one year periods unless either party indicates its intent not to renew the Agreement. Notice of such intent must be provided, in writing, to the other party no later than 60 days prior to the end of the then-existing contract period. The terms of this Agreement shall remain in effect after the term of the existing agreement has expired and while a new agreement is being negotiated.

C. The rates pursuant by which Reseller is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

DOCUMENT NUMBER-DATE ENR 5-28-96
13668 DEC-3 98
FPSC-RECORDS/REPORTING

II. Definition of Terms

A. CUSTOMER CODE means the three digit number following a customer's telephone number as shown on the customer's bill.

B. CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as toll, directory assistance, etc.

C. DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by the Company .

D. END USER means the ultimate user of the telecommunications services.

E. END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

F. NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

G. OTHER LOCAL EXCHANGE COMPANY (OLEC)means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

H. RESALE means an activity wherein a certificated OLEC, such as Reseller subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

I. RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an OLEC, such as Reseller, may offer resold local exchange telecommunications service.

III. General Provisions

A. Reseller may resell the tariffed local exchange, including Centrex type services available under Section A12 of the Florida tariff, and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; and contract service arrangements.

B. The provision of services by the Company to Reseller does not constitute a joint undertaking for the furnishing of any service.

C. Reseller will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Reseller for all services.

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D. Reseller will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

E. The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

F. The Company maintains the right to serve directly any end user within the service area of Reseller. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Reseller

G. Reseller shall not interfere with the right of any person or entity to obtain service directly from the Company.

H. The current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. The Company will not, however, make the end user's previous telephone number available to Reseller until the end user's outstanding balance has been paid. If Reseller requests service for an end user that has been denied service or disconnected for non-payment by BellSouth, and the end user still has an outstanding balance with the Company, the Company will establish service for that end user through Reseller. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection. Reseller is entitled to the same conditions contained in this paragraph.

I. Telephone numbers are the property of the Company and are assigned to the service furnished. Reseller has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

J. The Company may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Reseller.

K. Service is furnished subject to the condition that it will not be used for any unlawful purpose.

L. Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

M. The Company can refuse service when it has grounds to believe that service will be in violation of the law.

N. The Company accepts no responsibility to any person for any unlawful act committed by Reseller or its end users as part of providing service to Reseller for purposes of resale or otherwise.

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O. The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding end users of Reseller will be directed to Reseller The Company will bill Reseller for implementing any requests by law enforcement agencies regarding Reseller end users.

P. The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company shall not:

1. Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

Q. Reseller assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by it.

R. Facilities and/or equipment utilized by BellSouth to provide service to Reseller remain the property of BellSouth.

S. White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

IV. BellSouth's Provision of Services to Reseller

A. Reseller agrees that its resale of BellSouth services shall be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

2. To the extent Reseller is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Reseller shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For the purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Reseller are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as

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of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

2. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff.

3. Reseller is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.38.

4. If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Reseller will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at the rate of 0.000590 per day, compounded daily for the number of days from the back billing date to and including the date that Reseller actually makes the payment to the Company may be assessed.

B. Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of the Company's Tariff referring to Shared Tenant Service.

C. Reseller may resell services only within the specific resale service area as defined in its certificate.

D. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

V. Maintenance of Services

A. Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

B. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

C. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.

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D. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users.

E. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.

F. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

G. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

H. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("CCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

B. Service orders will be in a standard format designated by the Company.

C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.

D. When an existing customer of the Company switches to Reseller, Reseller must provide the Company with the Customer Code or Codes, when multiple codes apply, for that end user.

E. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.

F. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

G. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service

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with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	$19.41
(b) each Public or Semi-Public line	$34.19

H. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

I. Such deposit may not exceed two months' estimated billing.

J. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

K. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

L. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

M. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing

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disputes that may arise between Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

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

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company, or

2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that Reseller actually makes the payment to the Company.

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J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Until such time as the Company receives permission from the FCC to bill the End User Common Line (EUCL) charge to Reseller, the Company will, on an interim basis, bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential	
	(a) Each Individual Line or Trunk	$3.50
2.	Single Line Business	
	(b) Each Individual Line or Trunk	$3.50
3.	Multi-line Business	
	(c) Each Individual Line or Trunk	$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

N. Reseller is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon Reseller

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller

2. At the request of Reseller, the Company will disconnect a Reseller end user customer.

3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.

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4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.

5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.

3. In payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If Reseller fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty days written notice to the person designated by Reseller to receive notices of noncompliance, discontinue the provision of existing services to Reseller at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty days notice, and Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to Reseller without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, Reseller's services will be discontinued. Upon discontinuance of service on a Reseller's account, service to Reseller's end users will be denied. The Company will also reestablish service at the request of the end user

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or Reseller upon payment of the appropriate connection fee and subject to the Company's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

IX. Liability

A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, preemptions, delays errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of Reseller, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Reseller for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. The Company shall not be liable for damage arising out of mistakes, omission, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

B. The Company shall be indemnified and saved harmless by Reseller against any and all claims, actions, causes of action, damages, liabilities, or demands (including the costs, expenses and reasonable attorneys' fees, on account thereof) of whatever kind or nature that may be made by any third party as a result of the Company's furnishing of service to Reseller

C. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from the use of services offered for resale involving:

1. Claims for libel, slander, invasion of privacy or infringement of copyright arising from Reseller's or end user's own communications.

2. Claims for patent infringement arising from acts combining or using Company services in connection with facilities or equipment furnished by the end user or Reseller

3. All other claims arising out of an act or omission of Reseller or its end user in the course of using services.

D. Reseller accepts responsibility for providing access for maintenance purposes of any service resold under the provisions of this Tariff. The Company shall not be responsible for any failure on the part of Reseller with respect to any end user of Reseller

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X. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall either be in writing or other tangible forma and clearly marked with a confidential, private or proprietary legend or when the Information is communicated orally, it shall also be communicated that the Information is confidential, private or proprietary. The Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

XI. Resolution of Disputes

Except as other wise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Florida Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Florida Public Service Commission concerning this Agreement.

XII. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XIII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XIV. Governing Law

EWL 5-28-96

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XVI. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
_____
_____
_____

Reseller ERICK RIPPECK
THE TELEPHONE CO. OF CENTRAL FLORIDA
SUITE 210 3551 W. LAKE MARY BLVD.
LAKE MARY, FL. 32746

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

XVIII. Amendments

This Agreement may be amended at any time upon written agreement of both parties.

XVII. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.	Reseller
BY: _____ Signature	BY: _____ Signature
NAME: RC SCHEYE Printed Name	NAME: ERICK N. RIPPECK III Printed Name
TITLE: SRDP - START NGMT	TITLE: PRESIDENT

EXHIBIT "A"

APPLICABLE DISCOUNTS

The telecommunications services available for purchase by Reseller for the purpose of resale to Reseller end users shall be available at the following discount off of the retail rate.

	DISCOUNT	
STATE	RESIDENCE	BUSINESS
ALABAMA	10%	10%
FLORIDA	18%	12%
GEORGIA	11.6%	9.6%
KENTUCKY	10%	8%
LOUISIANA	11%	10%
MISSISSIPPI	9%	8%
NORTH CAROLINA	12%	9%
SOUTH CAROLINA	10%	9%
TENNESSEE	11%	9%

If a state commission orders a discount different from those specified above, and if Company has provided those discounts to another reseller, those same discounts will be offered to Reseller.

EWK
5-29-96

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT FOR RESOLD LOCAL EXCHANGE LINES OR SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

This agreement, effective as of MAY 29, 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and THE TELEPHONE COMPANY OF CENTRAL FLORIDA, ("Local Exchange Company").

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line Information Data Base (LIDB) of billing number information associated with BST exchange lines used for Local Exchange Company's resale of local exchange service or Service Provider Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of Local Exchange Company's end user. BST will store in its data base the relevant billing number information, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified below.

LIDB is accessed for:

* Billed Number Screening
* Calling Card Validation for Calling Cards issued by BellSouth
* Fraud Control

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EWR
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II. DEFINITIONS

2.01. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

2.02. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

2.03 Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

2.04. Calling Card number - a billing number plus PIN number assigned by BST.

2.05 PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.

2.06. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

2.07. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

2.08. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

2.09. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

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III. RESPONSIBILITIES OF PARTIES

3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

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(a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.

(b) Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to

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differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

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be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of May 29, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

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negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

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IX. MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

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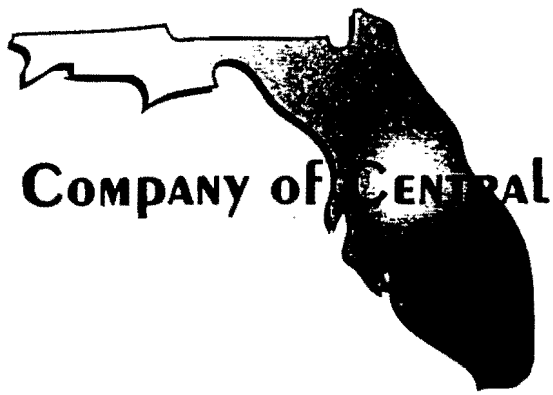
EWL
5-29-96



Telephone Company of Central Florida, Inc.

October 10, 1997

Mr. Marcus B. Cathey
BellSouth Interconnection
Room South E4E1
3535 Colonnade Parkway
Birmingham, AL 35243

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 13
COMPANY/ WITNESS: Rendell
DATE: 1-22-99

Re: BFR97-017TCCF

Dear Marc:

This letter is in response to your letter dated October 7, 1997. I want you to know that *TCCF* never made a Bona Fide Request as you imply in your letter. This activity or process must be one that was recently put in place by BellSouth to support your own business purposes.

That having been said, *TCCF* will accept the rates and charges for digital access to our contract for ESSX services as set forth in your letter. As you know, we have been waiting nearly a year and a half to get these services turned on and if this process will get us there, then we won't dispute the outcome.

Attached you will find a check for $545.00. It is my understanding that this fee covers your costs for Marketing, Engineering and Cost Analysis of our need for these digital services. You also mention in your letter these rates and services will become part of our interconnection agreement. I appreciate the need for this and look forward to a proposed addendum, adding these rates and charges to our agreement.

Additionally, it is my understanding from your letter that we will be receiving shortly a proposed settlement agreement and accompanying release for the damages *TCCF* has suffered by the delay in the implementation of ESSX services ordered by *TCCF* in May of 1996.

I look forward to receiving these documents and working with you to come to a final resolution of *TCCF*'s needs for these services and BellSouth's delivery of them in a timely fashion. Finally, I want to be clear that our acceptance of the quote for rates and charges does not in any way change or alter our current status with regards to our ESSX Agreements.

3575 W. Lake Mary Boulevard, Suite 107 • Lake Mary, Florida 32746
Phone (407) 328-5002 • Fax (407) 321-1454

Mr. Marcus. B. Cathey
BellSouth Interconnection
October 9, 1997
Page Two

Also, we condition our comments contained herein on the acceptability to TCCF of the final installation dates we receive for our ESSX systems. Remember, we have been waiting nearly one and a half years for these services. Time is of the essence.

If you have any questions, please call me at 407/328-5002 ext. 201.

Sincerely,

Elder "Kip" Ripper
President & CEO
/bg

BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301-1556

850 224-7798
Fax 850 224-5073

A. M. Lombardo
Regulatory Vice President

T-981737

December 15, 1998

Mr. Walter D'Haeseleer
Director, Division of Communications
Florida Public Service Commission
2540 Shumard Oak Boulevard
Gerald L. Gunter Building, Room 270
Tallahassee, Florida 32399-0850

Dear Mr. D'Haeseleer:

Pursuant to Florida Statute 364.051 we are filing herewith revisions to our General Subscriber Service Tariff. Following are the affected pages:

See Attachment 1

This filing is being made to allow existing month-to-month ESSX® service subscribers and Term Payment Plan subscribers whose contracts expire to keep their service indefinitely. Additional verbiage will be added to allow BellSouth to convert subscribers with expired contracts to the ESSX® service month-to-month rates at some future time. Similar verbiage has existed within the body of the ESSX® service tariff since its initial introduction.

Acknowledgment, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

Your consideration and approval will be appreciated.

Yours very truly,

Regulatory Vice President

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 13
COMPANY/ WITNESS: Hendrix
DATE: 1-22-99

*Registered Service Mark of BellSouth Intellectual Property Corporation

PRESUMPTIVELY VALID PRICE CAP LEC COMMUNICATIONS TARIFF APPLICATION

AUTHORITY NUMBER: *T981737*

PROCESSED BY: OPR _____ OCR _____

A. SYNOPSIS: (Tariff Clerk) ANALYST

DATE PSC RECEIVED: *12/15/1998*

COMPANY CODE: *TL720*

LEC: *BellSouth Telecommunications, Inc.*

1. ANTICIPATED EFF DATE: *12/31/1998* DATE DUE TO CLERK: *12/31/1998*

2. COMPANY REQ EFF DATE: _____ DATE DUE TO CLERK: _____

BRIEF DESCRIPTION: *Filing allows existing ESSX subscribers to keep their service indefinitely.*

B. ACTION TO BE TAKEN WITH THIS FILING: (Supervisor)

1. TYPE OF SERVICE: BASIC: _____ NON-BASIC: _____ NETWORK ACCESS: _____
   INTERCONNECTION: _____ UNBUNDLING/RESALE: _____
2. TYPE OF FILING: PRICE INCREASE: _____ PRICE DECREASE: _____ NEW SERVICE: _____
   CHANGE IN TERMS AND CONDITIONS: _____ CHANGE IN TEXT: _____ RESTRUCTURE: _____
3. TO BECOME EFFECTIVE (7/15/30 DAYS) ___ (A1 or A2 ABOVE) SUBJECT: _____
4. OTHER INSTRUCTIONS: _____

C. FINAL ACTION: (Analyst)

1. IN COMPLIANCE WITH FLORIDA STATUTES AND COMMISSION RULES? YES _____ NO _____

A. IF NO, APPLICABLE STATUES AND RULES IN DISPUTE: _____

B. DISCRIMINATION/COMPETITIVE/RESALE INTERCONNECTION/IMPUTATION/OTHER ISSUES:	C: CONCLUSIONS/COMMENTS/FOLLOW-UP ACTION:

2. EFFECTIVE DATE: _____ 3. INVESTIGATION DOCKET? **(CIRCLE ONE)** YES NO

FINAL SIGN OFF ANALYST _____ SUPERVISOR _____

DATE/TIME/INITALS DATE/TIME/INITIALS

ATTACHMENT
AUTHORITY NUMBER: T981737

SECTION A112

Obsolete Central Office Non-Transport Service Offe

1st 2, 22, 23, 32, 113, 123, 208, 275, 277, 323, 433,
1st 543, 544

218

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.2 Centrex-CO Service

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are not available for new installations, moves, transfers of service, or replacements of existing service.

Obsolescence Rules

1. Centrex service subscribers under a month-to-month payment option will be allowed to maintain their Centrex service at month-to-month rates. (C)

   (DELETED) (D)

2. Centrex service subscribers under contract will be allowed to maintain their Centrex service until the expiration date ***associated with the Common Equipment of their contract. Upon expiration of the contract associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

(Obsoleted September 29, 1976, Type 4)

The provision of Centrex-CO service will be continued for existing customers only under the following tariffs. The service allows for normal station activity including moves, changes, deletions and station additions at existing locations subject to the availability of existing outside plant facilities and Centrex-CO serving capacity of the central office from which the service is furnished.

A112.2.1 General

A. Centrex-CO service provides an arrangement of switching equipment and station lines for intercommunicating among the station lines and for connection through the local and long distance telephone network to other subscribers on a dial basis without intermediate handling by an attendant.

B. There are two types of Centrex-CO services providing the various service features as follows:

   1. CENTREX I

      a. Intercommunication between station lines associated with the same system.

      b. Dialing of outgoing calls within the local calling area and to other exchanges reached through direct distance dialing.

      c. Identification of outgoing long distance messages and billing of such messages by station line number.

      d. Inward dialing of local and long distance calls directly to a station line or attendant.

      e. Transfer of incoming calls from one station line to another with the aid of an attendant.

      f. Intercept by either machine or attendant of calls dialed to vacant numbers.

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.2 Centrex-CO Service (Cont'd)

A112.2.6 Rates and Charges (Cont'd)

D. Auxiliary Services for Systems served from No. 1 ESS Type Central Office Equipent (Group "A" and "B" Services) (Cont'd)

3. Centrex-CO Arrangement for Centralized Attendant Service from No. 1 Electronic Switching Service. (Cont'd)

b. Rates and Charges (Cont'd)

(2) Release Link Trunk Terminal Equipment - BRANCH Locations[1,2] (Cont'd) (T)

	Feature Establishment Charge	Monthly Rate	USOC
(d) Release Link Trunk, additional terminations after the first two, each	$20.00	$19.00	EC5
(3) CAS Attendant Console Equipment			
(a) Each[3]	-	-	NA (T)
(4) Uniform Numbering			
(a) Per CENTREX-CO Location	16.00	-	NA
(b) Each 100 numbers or fraction thereof	11.00	-	NA

A112.3 ESSX-1 Service

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section arenot available for new installations, moves, transfers of service or replacements of existing service.

Obsolescence Rules

1. ESSX-1 service subscribers under a month-to-month payment option will be allowed to maintain their existing service at month-to-month rates. (C)

(DELETED) (D)

Note 1: Each rate element shown provides only the basic release link trunk termination equipment facilities located at the central office where the basic Centrex-CO service is provided and is in addition to other rates and charges applicable for the associated Centrex-CO service and Private Line Services and Channels.

Note 2: Each Release Link Trunk termination requires 2 channels between the MAIN and BRANCH locations. Release Link Trunk Termination Equipment charges are in lieu of Tie-Line and Miscellaneous Line Termination charges.

Note 3: Apply rates and charges as specified in Section A112.1.8.A.2. of this Tariff for Data Link

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.3 ESSX-1 Service (Cont'd)

2. ESSX-1 service subscribers under contract will be allowed to maintain their ESSX-1 service until the expiration date associated with the Common Equipment of their contract. *Upon expiration of the contract associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.* (C)

A112.3.1 Auxiliary Services

A. Attendant Service

1. 50A Consoles

(Obsoleted October 5, 1981, Type 3)

a. General

(1) The 50A Console will be furnished under Plan 1 or Plan 2 in accordance with regulations as stated in Section A22. of this Tariff.

(2) The 50A Consoles are provided only where the central office serving the ESSX-1 System has been arranged for use with such consoles.

(3) One-way call splitting is provided and allows the attendant to exclude only the incoming calling party while announcing the incoming call to the called party.

(4) The 50A Consoles are available only equipped with a Touch-Tone® dial and therefore, rates and charges for Touch-Tone® Calling Service as specified in Section A13. of this Tariff will apply.

(5) The Direct Station Selection (DSS) capability is only available with the 131 and 151 type console and is included in the console rate. The ESSX-1 station lines equipped for DSS must be in consecutive one hundred station number group(s). Station lines equipped for DSS may, as an option, be equipped for station line visual busy indication on a "per key" basis. Where more than one console is equipped for the DSS and station busy lamp indication feature, the DSS and station busy indication on the second console are a multiple appearance of the first console. Only two consoles may be equipped with the DSS-Busy Lamp Field (BLF). The ESS-BLF feature can be provided only to the main stations at the same location as the consoles.

(6) The ESSX-1 Primary Feature Package at rates as specified in Section A112.1.8.C.1. of this Tariff is required with each ESSX-1 circuit designated as a Console Access Loop.

(7) Each ESSX-1 circuit (Console Access Loop), terminating on a console loop key requires a Loop Terminating Equipment.

(8) Console Access Loops are required between the No. 1 ESS serving the ESSX-1 System and the console location. These facilities are used to complete incoming calls for the listed directory number and may be arranged for completing dial "0" traffic. In addition, Console Access Loops have the same capabilities as ESSX-1 station lines. Console Access Loops terminate directly on apparatus of a specific console. Multiple appearances of a Console Access Loop are not provided.

(9) Night Service is provided by use of the Night Trunk Answer Any Station or the Directed Call Pickup optional feature of the ESSX-1 System on the listed directory number.

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.8 ESSX-1 Service

Obsolescence Rules

1. ESSX-1 service subscribers under a month-to-month payment option will be allowed to maintain their ESSX-1 service at month-to-month rates. (C)

   (DELETED) (D)

2. ESSX-1 subscribers under contract will be allowed to maintain their ESSX-1 service until the expiration date ***associated with the Common Equipment of their contract. Upon expiration of the contract associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

(Obsolete 7-01-85, Type 4) Provided only to those systems already in service or to those systems for which firm orders were received by the Company prior to this date. Additions, deletions and/or rearrangements to an existing system can be made subject to the capacity of the central office from which it is provided.

A112.8.1 General

A. ESSX-1 service provides an electronic switching service for intercommunicating purposes between stations of a subscriber and for connection through the local and long distance telephone network to other subscribers on a dial basis without intermediate handling by an attendant. The scope of basic ESSX-1 service comprises:

   1. Direct Inward Dialing
   2. Direct Outward Dialing
   3. Intercept
   4. Station Identification
   5. Basic Station Line Hunting

B. ESSX-1 service is furnished, subject to the availability of facilities and features from a No. 1 or 1A Electronic Switching System located in a central office building owned or leased by the Company from which the service is provided. The service allows for normal station activity including incidental additions and deletions. Major additions to and/or major relocations of ESSX-1 systems are subject to the same rules and regulations as initial installations.

C. The ESSX-1 Primary Service Feature Package is provided on an optional basis for individual main station lines except for station lines terminating in attendant consoles or telephone sets used as consoles which require the Primary Service Feature Package on a nonoptional basis.

D. Certain ESSX-1 Auxiliary Services and secondary service features are available on an individual main station line basis, and are subject to the capabilities of the serving ESS central office.

E. Auxiliary Services, as specified herein, may be offered for use with Compatible Customer provided Consoles.

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.9 Electronic Tandem Switching Features (Cont'd)

A112.9.3 Rates (Cont'd)

F. Customer Administration And Control (Cont'd)

1. Central Office Equipment (Cont'd)

		Service Establishment Charge	Installation Charge	Monthly Rate	USOC
(c)	Traffic Data to Customer (Pollabe), common equipment	$7,300.00	$170.00	$295.00	PTA
(d)	Traffic Data to Customer (Pollable), per queue equipped	-	43.00	2.90	PTU
(e)	Traffic Data to Customer (Pollable), per facility group equipped	-	43.00	6.50	PTY

2. Premises Equipment[1] (T)

A112.10 Reserved for Future Use

A112.11 ESSX Small, Medium and Large Service, Centrex and ESSX-1

A112.11.1 Customer Management Features

A. Customer Station Rearrangement

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are not available for new installations, moves, transfers of service, or replacements or additions to existing service.

Obsolescence Rules

- ESSX Small, Medium and Large Service, Centrex and ESSX-1 Customer Management Features subscribers under a month-to-month payment option will be allowed to maintain their service at month-to-month rates. (C)

  (DELETED) (D)

- ESSX Small, Medium and Large Service, Centrex and ESSX-1 Customer Management Features subscribers under contract will be allowed to maintain their service until the expiration date ***associated with the Common Equipment of their contract. Upon expiration of the contract associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

Note 1: Compatible customer provided premises equipment is required. (T)

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.11 ESSX Small, Medium and Large Service, Centrex and ESSX-1 (Cont'd)

A112.11.1 Customer Management Features (Cont'd)

B. Advanced Communications Package (Cont'd)

3. Regulations (Cont'd)

   d. All ACP features require the use of customer provided compatible terminal equipment.

   e. Rates and charges for ACP will be developed on an individual case basis and will be based on the estimated costs to provide this service.

A112.12 ESSX Small, Medium and Large Service - 85

(Obsoleted 05-30-96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified following. Not available for new service or entire moves of existing service to new locations.

Obsolescence Rules

1. Inward activity for ESSX® service - 85 will only be allowed under a Term Payment Plan.
2. ESSX® service - 85 subscribers who have their entire account under a month-to-month payment option will be allowed to maintain their ESSX® service - 85 at month-to-month rates. (C)

   (DELETED) (D)
3. ESSX® service - 85 subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan ***may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   (DELETED) (D)
4. ESSX® service - 85 subscribers under a Term Payment Plan will be allowed to maintain their ESSX® service - 85 until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)
5. ESSX® service - 85 subscribers under a Term Payment Plan will have until 11/30/96 to exercise the recast option and subscribe to ESSX® service - Vintage II, as described in A112.26, for a Term Payment Plan of not greater than 84 months in length. ESSX® service - 85 subscribers under a month-to-month payment option will have until 11/30/96 to convert to an ESSX® service - Vintage II Term Payment Plan of not greater than 84 months in length.
6. ESSX® service - 85 subscribers may no longer exercise the recast option as described in A112.32.1.6.

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.13 Digital ESSX Service - 85

(Obsoleted 05-30-96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified following. Not available for new service or entire moves of existing service to new locations.

Obsolescence Rules

1. Inward activity for Digital ESSX® service - 85 will only be allowed under a Term Payment Plan.
2. Digital ESSX® service - 85 subscribers who have their entire account under a month-to-month payment option will be allowed to maintain their Digital ESSX® service - 85 at month-to-month rates. (C)

   (DELETED) (D)
3. Digital ESSX® service - 85 subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan ***may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   (DELETED) (D)
4. Digital ESSX® service - 85 subscribers under a Term Payment Plan will be allowed to maintain their Digital ESSX® service - 85 until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)
5. Digital ESSX® service - 85 subscribers under a Term Payment Plan will have until 11/30/96 to exercise the recast option and subscribe to Digital ESSX® service - Vintage II, as described in A112.28, for a Term Payment Plan of not greater than 84 months in length. Digital ESSX® service - 85 subscribers under a month-to-month payment option will have until 11/30/96 to convert to a Digital ESSX® service - Vintage II Term Payment Plan of not greater than 84 months in length.
6. Conversions from ESSX-1 service to Digital ESSX® service - 85 will not be allowed under this Tariff.
7. Existing Digital ESSX® service - 85 subscribers who are under a Term Payment Plan may add a new secondary location (SLA) or move an existing SLA of their existing service.

Vintaged November 22, 1988, Type 4. This service is not offered for new installations after November 22, 1988, except where a letter of intent was signed prior to November 22, 1988 and the service is to be installed on or before May 22, 1989. Subsequent additions to an existing system, under contract, are permitted. Additionally, a system under contract may be moved to another Southern Bell location within the State of Florida. Customers paying vintaged rates and charges will continue to pay vintaged rates and charges until their payment period expires.

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.14 Electronic Tandem Switching Features (Cont'd)

A112.14.3 Rates (Cont'd)

F. Customer Administration and Control (Cont'd)

3. Premises Equipment[1] (T)

A112.15 ESSX® Service Small, Medium and Large - 88

(Obsoleted 05-30-96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified following. Not available for new service or entire moves or existing service to new locations.

Obsolescence Rules

1. Inward activity for ESSX® service - 88 will be allowed.
2. ESSX® service - 88 subscribers who have their entire account under a month-to-month payment option will be allowed to maintain their ESSX® service - 88 at month-to-month rates. (C)

   (DELETED) (D)
3. ESSX® service - 88 subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan ***may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   (DELETED) (D)
4. ESSX® service - 88 subscribers under a Term Payment Plan will be allowed to maintain their ESSX® service - 88 until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)
5. ESSX® service - 88 subscribers under a Term Payment Plan will have until 11/30/96 to exercise the recast option and subscribe to ESSX® service - Vintage II, as described in A112.26, for a Term Payment Plan of not greater than 84 months in length. ESSX® service - 88 subscribers under a month-to-month payment option will have until 11/30/96 to convert to a ESSX® service - Vintage II Term Payment Plan or not greater than 84 months in length.
6. Conversions from ESSX-1 service to ESSX® service - Vintage I will not be allowed under this Tariff.

Note 1: Compatible customer-provided premises equipment is required. (T)

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.15 ESSX® Service Small, Medium and Large - 88 (Cont'd)

A112.15.4 ESSX® Service-L

A. Main Station

1. Rates and Charges

a. The ESSX® service-L Main Station Line Rate will be composed of the following intercom charge and the appropriate wire center line charge in A112.26.10.A.1.b. or equivalent.

(1) Intercom Charge

			Term Payment Plan Monthly Rate			
		Installation Charge	1 Month	36 Months	60 Months	84 Months	USOC
(a)	Per Flat Rate Main Station	$-	$9.70	$7.75	$7.75	$7.75	NRXSX
(b)	Per Message Rate Main Station	-	9.70	7.75	7.75	7.75	NUM

A112.16 Digital ESSX® Service - 88

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified following. Not available for new service or entire moves of existing service to new locations.

Obsolescence Rules

1. Inward activity for Digital ESSX® service - 88 will be allowed.
2. Digital ESSX® service - 88 subscribers who have their entire account under a month-to-month payment option will be allowed to maintain their Digital ESSX® service - 88 at month-to-month rates. (C)

   (DELETED) (D)
3. Digital ESSX® service - 88 subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan ***may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   (DELETED) (D)

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.16 Digital ESSX® Service - 88 (Cont'd)

4. Digital ESSX® service - 88 subscribers under a Term Payment Plan will be allowed to maintain their Digital ESSX® service - 88 until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)
5. Digital ESSX® service - 88 subscribers under a Term Payment Plan will have until 11/30/96 to exercise the recast option and subscribe to Digital ESSX® service - Vintage II as described in A112.28, for a Term Payment Plan of not greater than 84 months in length. Digital ESSX® service - 88 subscribers under a month-to-month payment option will have until 11/30/96 to convert to a Digital ESSX® service - Vintage II Term Payment Plan of not greater than 84 months in length.
6. Digital ESSX® service - 88 subscribers may no longer exercise the recast option as described in A112.32.2.6.
7. Conversions from ESSX-1 service to Digital ESSX® service - 88 will not be allowed under this Tariff.
8. Existing Digital ESSX® service - 88 subscribers who are under a Tern Payment Plan may add a new secondary location (SLA) or move an existing SLA of their existing service.

Vintaged April 1, 1989, Type 4. This service is offered only for installations ordered from November 22, 1988 through March 31, 1989 and the service is to be installed on or before September 31, 1989. Subsequent additions to an existing system, under contract, are permitted. Additionally, a system under contract may be moved to another Southern Bell location within the State of Florida. Customers paying vintaged rates and charges will continue to pay vintaged rates and charges until their payment period expires.

A112.16.1 General

Service descriptions and regulations in A112.28 pertaining to Digital ESSX® service apply to the following.

A112.16.2 Digital ESSX® Service-S

A. Main Station Lines

1. Rates and Charges

a. The Digital ESSX® service-S main station line rate will be composed of the following intercom charge and the appropriate wire center line charge in A112.28.8.A.1.b. or equivalent.

(1) Intercom Charge

			Term Payment Plan Monthly Rate				
		Installation Charge	1 Month	36 Months	60 Months	84 Months	USOC
(a)	Per Flat Rate Main Station	$-	$11.50	$10.00	$9.70	$9.60	NRXSX
(b)	Per Message Rate Main Station	-	11.50	10.00	9.70	9.60	NUM

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.26 ESSX® Service - Vintage II (Cont'd)

2. ESSX® service - Vintage II subscribers under the month-to-month payment option will be allowed to maintain their service at month-to-month rates. (C)

   (DELETED) (D)

3. ESSX® service - Vintage II subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   The subscriber can place their month-to-month rates under rates and charges equivalent to their Common Equipment Term Payment Plan.

   Should the subscriber elect not to convert their month-to-month rates and charges to the Term Payment Plan, they may remain on the month-to-month rates and charges. (C)

   (DELETED) (D)

4. ESSX® service - Vintage II subscribers under a Term Payment Plan will be allowed to maintain their ESSX® service - Vintage II until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

5. ESSX® service - vintage II subscribers under a Term Payment Plan will have until 11/30/96 to exercise the recast option, as described in A112.28.6, for a Term Payment Plan of not greater than 84 months in length. ESSX® service - Vintage II subscribers under a month-to-month payment option will have until 11/30/96 to convert to a Term Payment Plan of not greater than 84 months in length.

6. Existing ESSX® service - Vintage II subscribers who are under a Term Payment Plan may add a new secondary location (SLA) or move an existing SLA of their existing service.

7. Conversion from ESSX-1 service to ESSX® service - Vintage II will not be allowed under this tariff.

8. Subscribers to the 1996 Olympic Network Service located in A96.1 of this Tariff may retain their ESSX® service - Vintage II or purchase new ESSX® service - Vintage II (at the month-to-month rates) from this Tariff through December 31, 1996. Upon expiration of the 1996 Olympic Network Service Tariff (December 31, 1996), month-to-month subscribers must disconnect their ESSX® service - Vintage II and either: 1) convert to MultiServ® service or MultiServ PLUS® service as outlined in Section A12. of this Tariff; or 2) subscribe to an alternate service.

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.28 Digital ESSX® Service - Vintage II

(Obsoleted 05-30-96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified following. Not available for new service or entire moves of existing service to new locations.

Obsolescence Rules

1. Inward activity for Digital ESSX® service - Vintage II will be allowed.
2. Digital ESSX ® service - Vintage II subscribers under the month-to-month payment option will be allowed to maintain their service at month-to-month rates. (C)

   (DELETED) (D)
3. Digital ESSX® service - Vintage II subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   The subscriber can place their month-to-month rates under rates and charges equivalent to their Common Equipment Term Payment Plan.

   Should the subscriber elect not to convert their month-to-month rates and charges to the Term Payment Plan, they may remain on the month-to-month rates and charges. (C)

   (DELETED) (D)
4. Digital ESSX® service - Vintage II subscribers under a Term Payment Plan will be allowed to maintain their Digital ESSX® service - Vintage II until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)
5. Digital ESSX® service - Vintage II subscribers under a Term Payment Plan will have until 11-30-96 to exercise the recast as described in A112.28.6, for a Term Payment Plan of not greater than 84 months in length. Digital ESSX® - Vintage II service subscribers under a month-to-month payment option will have until 11-30-96 to convert to a Term Payment Plan of not greater than 84 months in length.
6. Existing Digital ESSX® service - Vintage II subscribers who are under a Term Payment Plan may add a new secondary location (SLA) or move an existing SLA of their existing service.
7. Conversions from ESSX-1 service to Digital ESSX® service - Vintage II will not be allowed under this Tariff.

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.28 Digital ESSX® Service - Vintage II (Cont'd)

A112.28.14 Switched Data Service I (Cont'd)

C. Rates And Charges (Cont'd)

2. Exchange Circuit (Cont'd)

c. Digital ESSX® service-M

(1) Each Main Station Line

Distance in miles

	Installation Charge	Term Payment Plan Monthly Rate 1 Month	36 Months	60 Months	84 Months	USOC
(a) Up to 2 1/2 miles	$-	$8.10	$7.10	$5.70	$4.90	EFGNX

d. Digital ESSX® service-L

(1) Each Main Station Line

Distance in miles

(a) Up to 2 1/2 miles	-	7.60	6.00	4.45	4.35	EFGNX

A112.29 ESSX® Multi-Account Service - Vintage II

(Obsoleted 05-30-96 Type 4) Service rates and charges in this section are available for inward activity of existing ESSX® Multi-Acount Service (EMAS) Primary and Secondary Account subscribers only as specified following. Not available for new service or entire moves of existing service to new locations.

Obsolescence Rules

1. Inward activity for EMAS will be allowed.
2. EMAS subscribers under the month-to-month payment option will be allowed to maintain their service at month-to-month rates. (C)

   (DELETED) (D)
3. EMAS subscribers who have a portion of their existing service under a month-to-month payment option and a portion of their existing service under a Term Payment Plan may remain under the rates and charges outlined in this Section of this Tariff until such a time that the Term Payment Plan associated with the Common equipment expires. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

   The subscriber may place their month-to-month rates under rates and charges equivalent to their ESSX® service - Vintage II or Digital ESSX® service - Vintage II Common Equipment Term Payment Plan.

   Should the subscriber elect not to convert their month-to-month rates and charges to the Term Payment Plan, they may remain on the month-to-month rates and charges. (C)

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS (T)

A112.29 ESSX® Multi-Account Service - Vintage II (Cont'd)

3. (Cont'd)

   (DELETED) (D)

4. EMAS subscribers under a Term Payment Plan will be allowed to maintain their service until the expiration date associated with the Common Equipment of their contract. ***Upon expiration of the Term Payment Plan associated with the Common Equipment, the Company reserves the right to convert all or part of the subscriber's account to the month-to-month rates and charges as outlined in this Tariff.*** (C)

5. Subscribers under a Term Payment Plan will have until 11-30-96 to exercise the recast as described in A112.26, for a Term Payment Plan of not greater than 84 months in length. Subscribers under a month-to-month payment option will have until 11-30-96 to convert to a Term Payment Plan of not greater than 84 months in length.

6. Existing EMAS subscribers who are under a Term Payment Plan may add a new secondary location (SLA) of their existing service.

7. Conversions from or ESSX-1 service will not be allowed under this Tariff.

8. Subscribers to the 1996 Olympic Network Service located in A96.1 of this Tariff may retain their EMAS or purchase new EMAS (at the month-to-month rates) from this tariff through December 31, 1996. Upon expiration of the 1996 Olympic Network Service Tariff (December 31, 1996), EMAS subscribers may retain their service as outlined preceding. The 1996 Olympic Network Service may not be used in conjunction with MultiServ® service, MultiServ PLUS® service, or MultiServ® Multi-Account service. However, a subscriber to MultiServ® service, MultiServ PLUS® service, or MultiServ® Multi-Account service may also purchase a separate system for use with the 1996 Olympic Network Service.

A112.29.1 General

A. ESSX® Multi-Account service is a fully partitioned ESSX® service for use in an environment serving multiple tenants located in a building or buildings on the same continuous property. The continuous property area for each ESSX® Multi-Account service must be specifically identified and under the control of a single owner or management unit. Areas so designated may be intersected or transversed by public thoroughfares provided that the adjacent property segments created by intersecting or transversing thoroughfares would be continuous in the absence of the thoroughfare. The designated service area must be wholly within the confines of the serving wire center boundary.

B. Rates and conditions for ESSX® Multi-Account service as specified following and where applicable are in addition to the rates and conditions specified for ESSX® service of this Tariff.

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: JERRY HENDRIX

PARTY: BELLSOUTH

DESCRIPTION:

1/14/99 DEPOSITION TRANSCRIPT

PROFFERING PARTY: STAFF

I.D. # JDH-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 14
COMPANY/ WITNESS: Hendrix
DATE: 1-22-99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 981052-TP
Filed: January 5, 1999

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

TELEPHONE DEPOSITION OF:

JERRY HENDRIX

DATE: January 14, 1999

TIME: 8:43 a.m.

LOCATION: 3599 West Lake Mary Boulevard
Lake Mary, Florida 32745

REPORTER: SUSAN GALE SALENGER, RPR
Stenographic Court Reporter
and Notary Public, in and for the
State of Florida at Large

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APPEARANCES:

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Appearing on behalf of the Florida Public Service Commission

ALSO PRESENT:

Susan Arrington
Jonathan Audu
Kenneth E. Koller
Ronald M. Pate
Elder "Kip" Ripper, III
Andrea Welch

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Thereupon,

JERRY HENDRIX,

being by Mary R. Banick, Notary Public, in and for the State of Georgia at Large, first duly sworn, was examined and testified as follows:

(Discussion held off the record.)

MS. KAUFMAN: My name is Vicki Gordon Kaufman and I represent The Telephone Company of Central Florida and we're here for the deposition of Mr. Jerry Hendrix.

Mary, would you agree to the usual stipulations?

MS. KEYER: Yes.

MS. KAUFMAN: Okay.

MS. KEYER: Those were the same stips?

MS. KAUFMAN: Right, the same ones we had at Ms. Caldwell's deposition.

DIRECT EXAMINATION

BY MS. KAUFMAN:

Q. Good morning, Mr. Hendrix.

A. Good morning.

Q. Mr. Hendrix, first of all, you filed direct testimony in this case; right?

A. That is correct.

Q. You filed ten pages with some exhibits;

correct?

A. Yes, that is correct.

Q. Okay. Do you have any changes or corrections to that testimony that you know about today?

A. No, not that I know about today.

Q. Okay. How about to the exhibits, any changes or corrections?

A. No.

Q. Mr. Hendrix, did your counsel instruct you to bring any documents with you today to your deposition?

A. No.

Q. Okay. Let me read into the record what the deposition notice says. It says, deponent shall bring with him all documents, memoranda, analysis, and/or correspondence relied upon in preparing and or supporting his pre-file testimony.

So you did not bring any documents with you, Mr. Hendrix?

A. Yes, I brought some. I thought the question was if my counsel had requested that I bring any.

Q. Okay. So you saw the notice, and did you bring the documents that would fit in those categories?

A. Yes, I did.

Q. Okay. Tell me what documents you brought, Mr. Hendrix.

A. Testimonies filed by all of the parties in this docket, a copy of the agreement that is in question that we entered into on February -- I'm sorry -- on May 28th.

Q. You mean the current agreement?

A. The May 28th, 1996 agreement.

Q. Okay.

A. I brought with me sections of the Florida order, Order No. PSC 96-1579 --

Q. What order is that, Mr. Hendrix? What proceeding is that from?

A. That is the AT&T, MCI arbitration case.

Q. Okay.

A. Let me finish the order number. It's 96-1579-FOF-TP. The docket numbers -- there are three docket numbers -- do you need them?

Q. No. I know what you're referring to. Thank you.

A. Okay. I also have correspondence that have gone back and forth with BellSouth and The Telephone Company of Central Florida various times and dates.

Q. Okay. Well, let's go through those and tell

me -- it's kind of difficult since we're not in the same place. You're gonna have to tell me exactly what correspondence you have.

A. Okay. I have a March 14th, 1997 letter that is addressed to Mr. Ripper, Mr. Kip Ripper.

Q. Uh-huh.

A. This letter details the breakdown of the settlement we've entered into between BellSouth and Telephone Company of Central Florida.

Q. Who signed that letter?

A. This letter was signed by Mr. Joe Baker, J.M. Baker.

Q. Okay.

A. Okay. I have a letter dated April 18th, 1997. This letter is to Mr. Kip Ripper, signed by Jerry Hendrix. This letter is a follow-up on the conversation that took place between Mr. Ripper and myself with regard to the purchase of additional ESSX lines, the terms of the agreement, consistent with the terms of the agreement.

I also have a September 8th, 1997 letter that is addressed to Mr. Ripper. This letter is provided to Mr. Ripper from Mr. Steve Vensovich of BellSouth and is a follow-up there to a meeting that took place with Mr. Ripper.

I also have a letter dated April 17th, 1998, went to Mr. Ripper from the regional account manager of BellSouth, Mr. Wayne Carne.

Q. What is the content of that letter?

A. It is just to give Mr. Ripper a status of the relationship between BellSouth and Telephone Company of Central Florida, highlighting the improvements that have been made as well as the investments made by BellSouth to turn up the service that has been requested by Telephone Company of Central Florida.

I have an April 9th, 1998 letter, went to Andrea Welch. This letter is from Mr. Vensovich and this letter addresses the various issues dating back to various conversations that have taken place with -- between Telephone Company of Central Florida and BellSouth as well as highlighting some of the adjustments and activities that have taken place over this period.

I have an April 29th, 1998 letter. The letter is addressed to Mr. Carnes, Wayne Carnes, of BellSouth. The letter is from Telephone Company of Central Florida, from a Mr. Koller. The purpose of -- the content of this letter is to request that certain resources be put in place to address various issues.

Q. I didn't understand that last part, Mr. Hendrix. Could you repeat that? Requested what?

A. This letter requested that additional resources be put in place to address various issues associated with the turn up of ESSX and to put in place the special arrangement requested by Telephone Company of Central Florida.

I have a May 4, 1998 letter to Mr. Vensovich from Telephone Company of Central Florida. This letter is signed by Andrea Welch and the content of this letter is to respond to issues that were talked about in a May 25th, 1998 meeting with BellSouth.

Q. The letter was dated May 4th?

A. Yes.

Q. Responding to issues in a May 28th meeting?

A. March 25th.

Q. Oh, okay. Sorry. I misunderstood.

A. No. I probably said May.

Q. Okay.

A. That was an error.

Q. Okay.

A. I have a May 29th, 1998 letter. This letter is addressed to Mr. Richard Heinle.

Q. Who? I'm sorry.

A. Let me spell his last name.

Q. Okay.

A. H-e-i-n-l-e.

It is to Andrea Welch as well. This letter is from Mr. Vensovich and it's really to provide a status on various issues and to respond to Andrea's May 4, 1998 letter.

I also have a chronology of major events that have taken place to implement ESSX.

Q. Is that something that you prepared?

A. No, it is not. It is prepared by Mr. Tom Bolding.

Q. And did he prepare that for your purposes in this proceeding?

A. He prepared it to give us a history and it's being used in this proceeding. We knew that various questions would come up, and since he is the -- I forget exactly what his function is now. I suppose he's the regional account manager or serves in some similar job function here to just give us some background and history.

I have also the full release and settlement agreement that was reached between BellSouth and Telephone Company of Century -- Telephone Company of Central Florida dated April 25th, 1997. I believe that is the date that Mr. Ripper signed it. It was

signed by BellSouth on May 1st, 1997.

I also have a letter that went to Mr. Bill French, with a copy to Mr. Baker, from Mr. Ken Koller. This letter is dated August 25th, 1997. It is concerning ESSX mini P-1 interface special assemblies.

I have a letter that's dated September 12th, 1997 that went to Mr. Ripper and this is referencing BFR, the bona fide request, No. 97-017 TCCF.

Q. Who signed that letter, Mr. Hendrix?

A. I have -- obviously, I do not have the total package. There is no signature on this copy. So it's from the pages that I have. Perhaps there's a third or an additional page. I only have those two pages.

Q. So you don't think that you have the entire letter?

A. I may not.

Q. All right.

A. I have another letter that is dated October 7th, 1997, that went to Mr. Ripper. This letter is signed by Mr. Cathey, Marcus D. Cathey. This letter is to discuss and put in writing the conversation between Mr. Cathey and Mr. Ripper on October 6th, 1997, and to resolve outstanding operational issues and to also spell out what the terms of the BFR, which

is a special assembly type arrangement, what the terms are, and to accept charges.

I have a letter dated January 12th, 1998. This letter is addressed to Mr. Ripper, signed by Gloria Becton, who is a manager with BellSouth, and this is to transmit the terms and conditions of the bona fide request, Bona Fide Request Reference No. BFR 97-017 TCCF.

I also have select pages from the FCC First Report and Order, 96-325.

Q. Can you tell me what pages you have or paragraph numbers?

A. I don't know that we have enough time on this call.

Q. Okay. That's fair. I'm gonna ask you to send me all these documents anyway.

A. Okay.

Q. So let's go on.

A. I also have -- let's see what this is here -- a memo that is an internal memo to the company, which is really just a cover memo as to what the Eighth Circuit said relative to shared tenant -- or shared transport, which may not be relevant.

Q. I was gonna ask you: Does that have anything to do with this case?

A. I don't think so.

Q. I don't either. Okay.

A. All right. Let me untie the binder here. I've mentioned the various testimonies of the parties in this docket and I believe that's it.

Did I mention -- I think I missed something here. I mentioned the agreement. Okay. I also have just as a copy that's not relevant to anything that I filed the current status of where we are with the new agreement in an effort to renegotiate.

Q. Is that some sort of a memoranda?

A. Well, it's really a copy of the agreement, just some marked up copy.

Q. Okay. Is that all the material that you relied upon in preparing your testimony?

A. And having it -- either providing comments or having it prepared, yes.

Q. Okay. And who prepared your testimony, Mr. Hendrix?

A. I worked jointly with Mrs. Arrington. I provided most of the input and prepared parts of it.

Q. Well, let's look at your testimony, Mr. Hendrix. Can you tell me which parts Ms. Arrington prepared?

A. Well, most of the drafting was done by Susan

Arrington, and it's from me, since we're in the same group. We work jointly.

Q. Well, did I understand you to say that Ms. Arrington drafted most of your testimony?

A. The actual drafting, yes, but we worked jointly to prepare it.

Q. I see.

A. In other words, she's a much better typist than I am.

Q. Well, did she draft it or did she type it?

A. I suppose typing is probably more appropriate.

Q. Okay.

A. We both provided input since we were both very close and were very knowledgeable of the issues.

Q. So did you write your testimony out longhand and then Ms. Arrington typed it for you?

A. No, I did not prepare any longhand format for her to draft.

Q. Well, I guess I'm confused then.

So how exactly was your testimony drafted?

A. Okay. It was drafted by us talking through the issues.

Q. When you say us, you mean you and Ms. Arrington?

A. Yes, and then Mrs. Arrington going back and putting down in print what was actually talked about between the two of us, understanding what the issues were.

Q. I want to go back for a second, Mr. Hendrix, and I would like for you to provide me with a copy of the various -- the correspondence that you ran through for me. I don't need the agreement or the order or the settlement, but you went through a laundry list of correspondence that you have used, and since we're not together in the same place, I guess I'll ask that you provide that as Late Filed Deposition Exhibit 1. So that would be correspondence used in preparation of Hendrix's testimony.

(The documents were marked Late Filed Deposition Exhibit No. 1 for identification.)

BY MS. KAUFMAN:

Q. Okay. Now, Mr. Hendrix; you are the direction -- the direction -- the director of Interconnection Services-Pricing; is that right?

A. That is correct.

Q. And you assumed that job on January 1, 1996; is that right?

A. No.

Q. Okay. When did you take that position?

A. I actually assumed the director function in September 1996. I moved to Interconnection Services-Pricing on January 1, 1996.

Q. And so you had a title different than director?

A. Yes.

Q. And what was your title then?

A. Manager.

Q. And then I guess director would be a promotion?

A. Yes.

Q. Okay. Now, is your job title the same as Mr. Pate's?

A. I do not know.

Q. Let's see.

A. I do not know. I don't know exactly, you know, what his functions are, except I was a -- we may have the same title. I just hadn't looked to check.

Q. Well, his title, pursuant to his testimony, is director of Interconnection Services. Does he do something different than you do?

A. Oh, yes.

Q. Okay. Do you know what his job duties are?

A. No. I'm sure he could tell you.

Q. But you know it's different than what you

do?

A. Yes, I do know that.

Q. Okay. Describe for us what your duties are.

A. In total or relative to the agreement that --

Q. In total.

A. I'm responsible for putting prices for various services, which would include coin access services. I work with various equal access issues. I'm responsible for all negotiations with our CLEC customers as well as providing witnesses for the various dockets.

Q. When you said that you're responsible for pricing services, you mean in regard to these CLEC negotiations?

A. No. Also tariff services.

Q. Retail tariff services?

A. Certain retail tariff services, but mainly, if you look at the pricing services, many of those services, I would say largely they are wholesale services.

Q. Okay. So --

A. A large part would be wholesale services.

Q. So your pricing responsibilities are in the

main in regard to wholesale services?

A. Mainly, yes, but also certain retail services.

Q. What retail services do you have responsibility for?

A. Coin would be one. Also equal access or certain charges that are assessed to user customers. Using and user type customers, I would have oversight of that service since it is in the access tariff.

Q. Uh-huh.

A. But I am -- by and large, my functions are along the line of wholesale services.

Q. I think you also said that you're involved in all ALEC negotiations; is that right?

A. No, I didn't say that. I said I was responsible for them.

Q. Okay. So what does that mean? You are the supervisor for all ALEC negotiations?

A. I have to sign all agreements as a -- for the part of assuming current jobs that I am in would determine that a single person should review, sign all interconnection resale and co-location agreements. I can't tell you exactly when that started, but it was probably in the late '96-early '97 time frame. I am to oversee and to sign all agreements. I am held

responsible for what's in those agreements.

Q. Okay. And when you say all agreements, is this across the nine states or is it only in Florida?

A. Across the nine states.

Q. Okay. And so since sometime in -- did you say early '97, you have --

A. I said either late 1996 or early '97.

Q. -- you have reviewed all ALEC agreements?

A. No, that wasn't what I said.

Q. Okay. I'm confused about what your responsibilities are. Straighten me out.

A. Okay. What I said was that I am responsible for the oversight of all agreements. I am responsible for signing all agreements. I am held responsible for the contents of those.

Q. Okay. Well, is that different than reviewing all the agreements?

A. Yes, it is.

Q. And how is that different?

A. It is different in the sense that we have a standard agreement, and since we have some 500 plus agreements that we're in the middle of negotiating with various customers, we have a standard that we weigh any signed agreements against, and any deviations from those standards are actually

highlighted, so it actually cuts down on the number of terms and number of agreements that I must look at. So I do not have to review every word, but I look at the standard, review the standard, and compare what is signed and what is agreed to with the various customers of that standard.

Q. Okay. I understand now.

So you have a standard agreement, and if an ALEC says, that's fine by me, and they sign it, then that's something that you don't have to approve -- or you don't have to review again?

A. To review on a word-for-word basis.

Q. But if there's a deviation or something different from what you're calling the standard agreement, then that's something that you have to look at?

A. Right.

Q. Now, this standard agreement is standard across the nine states?

A. It is a standard for nine states. The terms are not the same in every case on a state-by-state basis. Well, I don't know if I said that correctly. The terms are not identical in every state. The standard agreement that we use is to -- is meant to incorporate arbitrated divisions from the various

states.

Q. So you would have a standard Florida agreement?

A. No. I would have a BellSouth standard that would incorporate the appropriate arbitrated divisions rendered in that state as part of that standard. It's mainly the deviation -- I'm sorry. It's mainly the prices, the terms around those prices that would be different from state to state.

Q. I'm sorry. Is it the terms that are different or the prices that are different --

A. Both.

Q. -- from state to state?

A. Both.

Q. Both. Okay.

So in Florida, for your Florida negotiations, you know, you have some sort of a standard that you measure any deviations from; is that right?

A. I have that for all nine states.

Q. Okay. But isn't it different for each state?

A. The rates would be different along with the certain terms around those rates will be different for a given state.

Q. Okay. I'm gonna ask you to provide as Late Filed Exhibit 2 what we called your standard Florida agreement.

A. Okay. I did not indicate a standard Florida agreement. I indicated a BellSouth standard agreement that's the terms that were the result of arbitration.

Q. Okay. That's fine.

A. Okay. So do you want the total interconnect agreement or do you want the resale portion of the agreement?

Q. I want the whole thing.

MS. KEYER: Vicki, what relevance does that have to this case?

MS. KAUFMAN: I want to see what BellSouth's quote, unquote standard negotiating position is.

MS. KEYER: Well, I think that the standard resale agreement may be relevant, but I don't see where --

MS. KAUFMAN: Are you objecting, Mary?

MS. KEYER: Pardon?

MS. KAUFMAN: Are you making an objection?

MS. KEYER: Yes, I am. I guess, you know, late filed exhibits are really a courtesy. We don't have to provide them and I don't mind providing late filed exhibits. I do not -- the

interconnection agreement is not relevant to this case. This is a resale agreement and I don't have a problem with providing a copy of the standard resale agreement.

MS. KAUFMAN: Okay.

MS. KEYER: Now, we'll cooperate. We'll do that. But the interconnection agreement is not at issue in this case. That's just more paper.

MS. KAUFMAN: Okay. Then let's do Late Filed Exhibit No. 2. We can call it the Florida Standard Resale Agreement, so we know what we're talking about.

MS. KEYER: As I understood the testimony, it's not a Florida standard agreement. You can call it BellSouth Standard Resale Agreement.

MS. KAUFMAN: Okay. But I just want to be sure, Mr. Hendrix, that when you provide this, it's gonna have whatever information you use that's specific to Florida, whatever we call it, however you've incorporated arbitration or pricing decisions that are specific to Florida.

THE WITNESS: It will.

MS. KAUFMAN: Okay. So that would be Late Filed Exhibit 2, and how about if we just call it Florida Resale Agreement, so everyone's

comfortable.

THE WITNESS: No. I think it's BellSouth Standard Resale Agreement.

MS. KAUFMAN: Okay. I just want to be sure it's got the Florida specific items in it. BellSouth Standard Resale Agreement.

THE WITNESS: That's correct.

MS. KAUFMAN: Okay. So that's Late Filed Exhibit No. 2.

(The document was marked Late Filed Deposition Exhibit No. 2 for identification.)

BY MS. KAUFMAN:

Q. Mr. Hendrix, do you ever participate in the actual negotiations as to these agreements?

A. Yes, I do.

Q. You don't participate in all negotiations, do you?

A. Not in all, but I do from time to time, depending on the nature of the issue, where we are with negotiations with a given customer, so it is from time to time that I am a party to various negotiation sessions.

Q. So is that a judgment that you make? In other words, if there's an issue that might be non-standard or difficult, you become involved in the

actual negotiation?

A. It's based on various issues. It could be a difficulty issue. It could be timing relative to time to meet the various needs and requests of various customers. So there would be a myriad of reasons I may be involved.

Q. Mr. Hendrix, are you the person that has the final say-so in regard to whether or not a particular term or price is going to be accepted in the BellSouth -- by BellSouth in one of these agreements?

A. Well, I am the one that would actually be held responsible for anything that is agreed to and included in the agreement. I will counsel with various people, product managers, market managers, network subject matter experts, that there's just a ton of people that we will interface with and even from time to time that I will interface with to insure, one, that we're able to deliver what the customer is asking for and, number two, that it makes sense, that it's something that's trying to meet whatever the customer's asking.

Q. Mr. Hendrix, who is it at BellSouth that has the final up or down on one of these agreements? Is it you or is it somebody else at BellSouth?

A. Okay. Let me answer it -- perhaps you

didn't understand my answer, so I'll just --

Q. No. I think you didn't understand my question. I didn't ask who you interfaced with and who you talked to. What I want to know is, you know, where does the buck stop? Who says, yes, BellSouth will sign this agreement or, no, BellSouth won't sign this agreement?

A. Okay. And as I mentioned, there's a myriad of folks that would provide input. I am responsible for anything that ends up in the agreement. I am the one that is held responsible if an agreement is actually signed. So if you want to conclude that it stops with me, then you can, but I am the one that's held responsible for what's in every single agreement.

Q. Do you have to run these agreements by anyone that you report to before you can sign them?

A. I do not run an agreement before anyone else. I may talk about various issues depending on the nature of the issue requests from the customer, but I have full authority to sign the agreements without passing them by someone else.

Q. Who do you report to, Mr. Hendrix?

A. I report to the vice president of Marketing.

Q. And who is that?

A. Mr. Eric Small.

Q. So you don't have to talk to Mr. Small before you sign any of these agreements?

A. No, I do not.

Q. Okay. Mr. Hendrix, what BellSouth employees report to you?

A. Do you want a number or names?

Q. Well, if it's a lot, tell me a number first. It sounds like there's a lot of them from the way you said that.

A. There is. And I think with the current number, including contractors, it's in -- and this is a guess --

Q. Uh-huh.

A. -- because we bring on different people that do different functions, but with contractors, it's probably in excess of 40.

Q. When you say contractors, what are you talking about?

A. Various people that come in that are able to give us the skills that we need to do certain functions for a limited period.

Q. Okay. Let's try and narrow it down.

In the area of ALEC negotiations, do you have staff that reports to you?

A. Yes, I do.

Q. And who is -- is that a small enough number of people to name?

A. No, it isn't.

Q. How many people are there that report to you in that area?

A. Let me see. It's approximately -- it is probably approximately half of the number. It is probably close to 40. I mean -- I'm sorry -- probably close to 20 plus.

Q. And these are the people, I'm assuming, that are involved in these negotiations in the various nine states?

A. Yes, along with the management of contracts.

Q. Okay. I thought we wanted to confine it to just -- oh, you mean management of the ALEC contracts?

A. That's correct.

Q. Okay. Does Ms. Arrington report --

A. But now that I think about it, it's more than 20. It's probably close to the 40 number, because the contractors that we bring on board is really to assist us and work in various ALEC issues and management of the contracts that's been agreed to, since we have so many agreements, and as I mentioned earlier, that's in excess of 500 agreements.

Q. Are these outside contractors that you're

referring to, I mean, not employees of BellSouth?

A. That's correct, but their functions are mainly to do database type work, setting up a database arrangement that we think would be very efficient in helping us manage the contract effort.

Q. Okay. But talking just about the CLEC negotiation process, is the 20 number about right?

A. No. I would say that would probably approach 30, maybe the high 20s.

Q. Okay.

A. I just did not anticipate that type of question.

Q. I like to keep you guessing, Jerry.

A. I figured you did.

Q. Does Ms. Arrington report to you?

A. Yes.

Q. What are her duties?

A. Negotiations mainly. She has a group of customers that she is responsible for negotiating with as well as another manager reporting to her would have customers that they are -- that she is responsible for handling all of the negotiation activities.

Q. So her primary job responsibilities involve the negotiation of these agreements?

A. For a certain group of customers.

Q. How many customers is she responsible for?

A. She could probably tell you that, but I believe it's -- as far as agreements, I believe it's in excess of 50 or maybe even more. But she would probably be better able to answer that for you.

Q. Now, are these agreements that are in the process of being negotiated?

A. Both.

Q. And some that have already been signed?

A. Yes. And the thing you need to keep in mind is these agreements, as is the case with Telephone Company of Central Florida, it's for a limited period of time. Their return is stated in the agreement. So as we approach the end of those terms, we notify customers and, in some cases, customers will call us just to start the efforts over. But we have some that are new, we have some that are restarting this effort.

Q. You mentioned when we started out that you had a copy of the current TCCF agreement that was signed in 1996; correct? You had brought that with you to your deposition?

A. Yes.

Q. Okay. Did you have any involvement with the negotiation of that agreement?

A. I was only involved from the idea of knowing

what was taking place with that agreement. As you can indicate -- as is indicated in that agreement, I did not sign that agreement, but I was involved from the standpoint that I was kept abreast as to what was happening since I was handling some of the -- some other customers and negotiating with some of the other customers.

Q. Okay. So is it fair to say that some other employee or more than one employee told you what was going on with that agreement?

A. Yes, that is fair.

Q. And you were not involved in any of the face-to-face negotiations as to that agreement?

A. No, I was not.

Q. Okay.

THE WITNESS: May I request a five-minute break to run down the hall and come back?

MS. KAUFMAN: Well, I guess so.

So we'll go off the record. Tell us when you're back.

THE WITNESS: All right.

(Discussion held off the record.)

(Thereupon, Mr. Ronald Pate entered the room.)

///

BY MS. KAUFMAN:

Q. Before the break, Mr. Hendrix, I think we had established that you weren't involved in any of the face-to-face negotiations of the -- what I'll just call the 1996 agreement; right?

A. That is correct.

Q. Okay. So when you say on -- I'm gonna be looking at your testimony now. When you say on page 2 at line 18 -- are you there?

A. Yes, I am.

Q. Okay. You say -- I'll just paraphrase what you said, but you said, at the last minute, Mr. Ripper wanted to change the execution date of the agreement to May 28th, 1996. Do you see that?

A. Yes, I do.

Q. That statement, I guess, is based on what you were told by people that were in the negotiations?

A. That is correct.

Q. And who told you that?

A. That was told to me by Mr. Scheye, Robert Scheye, who if you would look at the signee page -- signee may not be the appropriate word, but if you look at the page where the parties signed -- that's at page 13 of the agreement -- his name is at the bottom there.

Q. So Mr. Scheye was the one that signed the agreement is what you're saying?

A. That is correct.

Q. Okay. What is the significance, if there is any, of your statement there that at the, quote, last minute, Mr. Ripper wanted to sign the agreement on May 28th?

A. I think the importance of that statement is that the agreement was originally due to be signed on June 1, and if you will look in the typed portion of the agreement, it indicates such, and then later, it was modified and written in by longhand that May 28th was the day.

Q. Okay. And that is the day that BellSouth signed; right? May 28th, I mean.

A. I'm not actually sure since it's not dated.

Q. Well, the agreement is dated May 28th; right, Mr. Hendrix?

A. That's correct, the agreement is, and I'm assuming that it was signed on that date, but to state for certain that that was the date that BellSouth signed --

Q. Okay. There's no dispute between us, is there, that May 28th, 1996, is the effective date of this agreement?

A. Oh, that wasn't what you asked me.
Q. No. I know. I just want to be clear.
We don't have a disagreement on that point, do we?
A. No, I do not disagree that that is the effective date.
Q. Okay.
A. You asked me when was it signed and I cannot honestly say since it isn't dated.
Q. So BellSouth agreed to make that change? They agreed to cross out the June 1 and start May 28th?
A. That is correct.
Q. Okay. Now, when the change was made to May 28th, to your knowledge, did anyone at BellSouth tell Mr. Ripper or anybody else, for that matter, at TCCF that making that change would entitle them to resell ESSX for only two days?
A. Well, I am not aware --
Q. I'm sorry?
A. Well, I am not aware of ever having been told that --
Q. I'm sorry. Could you repeat that answer? Or maybe I need to repeat the question.
A. All right.

Q. I just didn't hear what you said clearly.

A. All right. And what I stated is I'm not aware of ever having been told that at the signing or shortly thereafter the signing that he would be able to resell ESSX only for --

Q. I think we're kind of breaking up, so let me state the question one more time and let me see if I can get your answer.

Are you aware of anybody at BellSouth telling Mr. Ripper or anybody else when he executed that agreement that it would entitle him to resell ESSX only for two days?

A. My answer is no, I am not aware of anyone telling Mr. Ripper either at the signing or shortly after the signing that he would only be able to sell ESSX for a period of two days.

Q. Okay. Thanks. I think it's maybe our connection.

And to your knowledge, was Mr. Scheye or the other folks that were involved in the negotiations that reported to you or advised you about what was going on, were they aware of what TCCF's plans were in regard to the resale of ESSX?

A. I think Mr. Scheye was aware of the plan and the desire of Telephone Company of Central Florida to

resell ESSX.

Q. Did any of the people that kept you abreast of these negotiations make you aware of that?

A. Yes.

Q. So you knew what TCCF's plan was as well?

A. I knew they had an interest in reselling ESSX, yes.

Q. Okay. I'm gonna try and understand -- and I know you're gonna help me, Mr. Hendrix -- what exactly BellSouth's position is today on this issue, and what I understand it to be, having read your testimony, is that Section 3-A of the current contract, as you read it today, now means that TCCF should have only been permitted to resell ESSX from May 28th, 1996, to May 30th. Is that your position today?

A. Yes, it is, and I think it's laid out very clearly in the pre-files indicating that we actually erred. I'm not here to try to sugarcoat that, but we actually erred.

Q. You what? I'm sorry.

A. We made a mistake in allowing them to resell the ESSX --

Q. Oh.

A. -- for the period of time after the dates.

Q. Well, when did that become BellSouth's

position? When did you become aware of this alleged mistake?

A. Okay. Those are two different questions.

Q. Okay. Let's ask them one at a time.

A. Okay.

Q. When did that become BellSouth's position?

A. It was always BellSouth's position that that would be the case once we had the order and once we understood what the intent of Florida's order was, so that did not change from the 1996 order.

To answer the second question --

Q. Well, let's stop there and let's figure out what order it is that you're referring to so we can look at it.

A. Okay. The order I am referring to is the Florida Order PSC 96-1579 issued December 31st, 1996.

Q. And it was issued December 31st, 1996?

A. Yes.

Q. Okay. And we'll just speed this up.

You're looking at page 39, is that correct, bottom of 39?

A. Well, that's where it starts. And then it goes over to page 40 and it really stops and there's a partial paragraph on page 41 of that order.

Q. Right.

A. Before we get to the order, let me also mention that the other reference is the tariff.

Q. Okay. Well, let's stick with the order so that I can understand what your position is. We can talk about the tariff in a minute.

The question we started out with was, when did this notion that ESSX could only be resold for two days become BellSouth's position, and I think your answer was that that had always been BellSouth's position and it was -- I'm paraphrasing you -- confirmed when you received this order in at the end of 1996?

A. That is correct, but let me say that I don't think you can just go to the order first, given the timing of the order, but to make it very clear, I think you would have to look at the tariff that actually grandfathered the service.

Q. Okay. And I promise you we'll look at the tariff.

A. Okay.

Q. But I want to look at this order first and I want to understand where you find support for your position. And I guess we're looking at the paragraph that begins on the bottom of 40 and goes over to 41 and then there's an additional paragraph.

A. Correct. If you look at page 41, the last paragraph --

Q. Right.

A. -- the FCC rules and order require that ILEC offer wholesale rates for existing grandfathered services to resellers for the purpose of serving those grandfathered customers.

I think that is very limiting in that it only requires the IMAC be made and that pre-sold services be available to existing customers at the time the service is grandfathered. That is consistent with the way the service was grandfathered on May 30th, 1996. The service was grandfathered -- I'm looking at Section A-112.3, ESSX 1 Service.

And you know what I just realized? I erred. I didn't tell you about the tariffs.

Q. You didn't what?

A. Tariffs that should be included as part of the Late Filed --

Q. Okay.

A. -- Exhibit 1.

Q. You have your ESSX tariff?

A. I have certain pages from the ESSX tariff.

Q. Okay.

A. Okay?

Q. Yes.

A. So I need to insure that I mention that.

At the Type 4, which is the standard that was used, and up through the PSC for this, grandfathered required service rates and charges in this section are not available for new installs or for transfer of services or replacement of existing service. So that is the requirement under which the service was actually grandfathered on May 30th, 1996.

Q. Okay. Mr. Hendrix, let's look at the order still, 'cause I admit to you, I don't understand your position here.

And the sentence that you relied on is that last sentence before the new heading, Contract Service Arrangements, and it says -- it talks about existing grandfathered services; right?

A. That is correct.

Q. Now, when TCCF signed this agreement on May 28th, ESSX was not a grandfathered service, was it?

A. ESSX was not grandfathered, that's correct.

Q. Okay. So how do you get from that point to your point that then somehow, once it became grandfathered, they had no right to resell it based on this sentence you pointed me to?

A. Okay. I think it's very clear in that we

had to file the tariff to get it approved to grandfather the service.

Q. Right.

A. And the requirements of reselling is that the terms be constricted for grandfathered services. Those terms would be the terms that the reseller would actually abide by.

Q. Where does it say that on page 41 of this order?

A. No. You asked me another question. I don't think you asked me relative to the terms for the sentence on page 41 of the order.

Q. I think we've agreed that on May 28th, 1996, ESSX was not grandfathered. Okay.

Then, as I understand your testimony, and you have referred to this order as some sort of support for your position that on May 30th, when the service was grandfathered, that somehow abrogated TCCF's right to resell it, and all I'm trying to understand is, where do you find support for that position in this order and particularly that sentence on page 41 that you read into the record earlier?

A. Well, I think the sentence is very clear that it states, for services that are grandfathered, that the wholesale rate would apply to that service

for existing customers. I think that's very clear. I don't know that I can make it any clearer.

Q. Okay. I guess we can just sort of agree to disagree about that.

Then you also referred me to the tariff, and is that -- are the pages that are attached to your testimony -- can you refer me to what page in your Exhibit JDH-2 you were discussing?

A. One moment, please.

Q. Sure.

A. Yes. I have a copy, but I just had it in a different place. I'm looking at Section A-112.3, page 1 of 4.

Q. Uh-huh.

A. The exhibit number is page 1 of 4.

Q. Right.

A. If you'll look down about halfway the page, it says, A-112.3, ESSX 1 Service, paragraph to follow.

Q. The one after the number 1 where it starts, on or prior to?

A. No. You have to go up. It's right after the bold heading following A-112.3, ESSX 1 Service.

Q. Okay. I see where you are.

A. Obsoleted on May 30th, 1996, Type 4, and the sentence to follow.

Q. Okay. I see where you are.

I think we started this discussion -- I was asking you when this became BellSouth's position and I think I understand your answer on that.

Let me ask you when, if ever, TCCF was notified of BellSouth's position on this.

A. Okay. We did not and that was an error and I admit to such error in the pre-file.

Q. So the first time, am I right, that TCCF learned of BellSouth's position was, I guess, when they read your testimony in this case?

A. To my knowledge, that is the first time.

Q. And over the past, what, two-and-a-half years, BellSouth and TCCF have been working on provisioning ESSX; right?

A. Yes, that is the term of the agreement of -- I wouldn't say it's to provision ESSX for that total time. There were various things that took place over that two-and-a-half years.

Q. Well, that's one of the things that you and TCCF were working on, I guess, is a more accurate way to put it.

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

Q. I said that -- I was just trying to be more accurate -- that one of the things that BellSouth and

TCCF were working on during this time period was trying to provision ESSX; right?

A. I would agree that it was one, yes.

Q. Okay. Would you look at page 6 of your testimony, Mr. Hendrix?

A. Yes, I'm there. Which line?

Q. Line 9 and 10. Again, let me paraphrase, but what I understand you to be saying there is that TCCF wanted ESSX provisioned in some kind of a unique way. Do you see where I am?

A. Yes.

Q. Now, what does that mean? What do you mean they wanted it in a unique way?

A. I think Mr. Cathey expounds on that very well just to paraphrase some of what he's captured in what he's filed as part of his rebuttal.

Q. Mr. Hendrix, do you know or do you have any knowledge of whether or not TCCF wanted ESSX provisioned in, as you call it, a unique way?

A. I'd say yes, and if you allow me to finish, I think I can explain it.

Q. Well, I want to know what you know. I don't want you to paraphrase Mr. Cathey's testimony. If you have any knowledge about that, yeah, I would like know what it is.

A. Okay. That's what I was going to say.

Q. Okay. Fair enough.

A. Okay. The unique way that I had mentioned at the part where you cited refers to the ESSX dial tones disguised as 1-FB, using a dial 9 and a dedicated access to their carrier for the intralata calls. Also the termination of a primary rate ISDN circuit into the common block.

I understand there was also special software that was needed to insure that the ANI, which is the automatic number identifier, could be passed from the common block to the interface. I guess that's at all offices where The Telephone Company of Central Florida was on a order of service. So those are the unique features, unique requirements that Telephone Company of Central Florida was asking for.

Q. Let's assume for the moment for purposes of this next question that what TCCF asked you for was unique. Is it BellSouth's position that they did not have an obligation to provide that sort of provisioning?

A. I think BellSouth's position is that we would endeavor to provide that arrangement pursuant to the agreement that would have been reached between the two companies.

Q. So let me just stop you there.

There's not a dispute between us that you had an obligation to provide what TCCF was asking for?

A. Pursuant to the appropriate paperwork and agreements being reached between the companies, and to my understanding, there were three such modifications to the agreement, three bona fide requests from Telephone Company of Central Florida for special assembly, and all of those came at different times throughout this two-year process.

Q. So the three -- the three BFRs, you consider those to be modifications to the resale agreement? I heard you say something about modifications to the agreement and I may have misunderstood what you said.

A. What I was saying is that the request from Telephone Company of Central Florida was a deviation from the standard ESSX arrangement that is available for resale in Section A-112, the grandfathered section of the tariff.

Q. Mr. Hendrix, is it your position that BellSouth had no obligation to provide TCCF with the ESSX provisioning that they requested? Is that your position or not?

A. I don't think I stated that. Let me see if I can make it clearer.

Q. Well, let's see if we can do it this way, the way we like to do it at the Commission: You can answer yes or no and then you can explain as much as you want, so let me ask the question again.

A. All right. The answer is --

Q. Is it BellSouth's position --

A. -- yes, BellSouth had an obligation pursuant to the agreements that were reached between the companies to offer the unique arrangements that were being requested by Telephone Company of Central Florida.

Q. Okay. That's all I was trying to find out.

A. Okay.

MS. KAUFMAN: We want to take about a ten-minute break. Would that be okay?

THE WITNESS: No. I'm fresh. I'm ready to go.

MS. KAUFMAN: No. We want to.

THE WITNESS: Oh, okay.

MS. KAUFMAN: You had your break, but we all sat here, so now we'd like to take a break; okay?

THE WITNESS: Okay.

MS. KAUFMAN: We can just leave the line open.

What time is it? How about if we come back at 10:00?

THE WITNESS: That's fine. Thank you.

MS. KAUFMAN: Okay.

(Thereupon, a recess was taken.)

BY MS. KAUFMAN:

Q. Okay. Mr. Hendrix, we were just talking about your contention that TCCF had requested some sort of unique provisioning for ESSX.

A. Yes.

Q. Isn't it true that assume dial 9 is a standard ESSX feature?

A. Well, and the answer is it may well be. I'm simply not certain, but I believe the issue around the assume dial 9 was probably more akin to a billing issue, to be able to identify the station that is making that call or that would allow the end user to be billed appropriately.

Q. Well, what is that statement based on, Mr. Hendrix, that you understand the assume dial 9 to be a billing problem?

A. Well, I said I assumed the issue was a billing problem and that is based on conversations with various account team members, and also that Mr. Cathey had resolved, and I believe he's able to

better answer that question and more.

Q. But as far as you know, assume dial 9 is a standard ESSX feature; right?

A. I didn't say that it was.

Q. You don't know one way or the other?

A. I do not know.

Q. Mr. Hendrix, did you have any actual personal involvement with trying to provision ESSX to TCCF?

A. No. I am not in the provisioning side nor am I on the account team. I do, in fact, work with account teams as issues come up, but I did not have any personal involvement in the provisioning of ESSX.

Q. So is it fair to say that everything that you know about the actual provisioning was related to you by someone else at BellSouth?

A. I would say that is -- that is fair, but there was also Mr. Ripper as well as correspondence that was put forth concerning issues surrounding the provisioning and our obligation to provision the standard ESSX system with the tariff as opposed to the special arrangements associated with this ESSX offering.

Q. On page 7 of your testimony at line 7 and 8 there, you say, BellSouth encountered some problems in

provisioning ESSX service as it was requested by TCCF. Do you see that?

A. Yes, I do.

Q. Tell me what those problems were, please.

A. Okay. And I believe that those problems are highlighted by Mr. Cathey, also, and what those problems were mainly deal with the three items I just mentioned. One was the dial tone disguised as 1-F -- 1-FB, using dial 9 and dedicated access for the completion of the intralata calls to a carrier designated by Telephone Company of Central Florida.

The other issue dealt with the termination of a primary rate ISDN service and the common -- common block. That was something new to BellSouth. There was some question as to whether automatic route selection would be required as part of this offering under certain requirements requested by the Telephone Company of Central Florida.

I understand also there was special software needed that would allow ANI as from the common block carrier interface for certain offices.

Q. What kind of software is it that you're talking about?

A. My understanding is that this was not a standard software release for the size of the offices.

Q. Do you have any more information about what kind of software this is you're talking about?

A. No, I do not. And as I mentioned, Mr. Cathey is better able to respond and provide more details because I was not involved in the issuing of ESSX service.

Q. On the top of page 8, Mr. Hendrix -- the question actually is at the bottom of page 7, but at the top of page 8, you say that an adjustment was made in October of 1997 to compensate TCCF for delays in provisioning problems associated with ESSX.

A. Yes.

Q. Do you see that?

A. Yes, I do.

Q. Can you tell me exactly what sort of adjustment it is that you're referring to there?

A. What I'm referring to are credits that were issued, and I -- I'm just trying to draw upon the various correspondence that have gone back and forth, but it was the adjustment to various billing, I believe, that was requested by -- I cannot readily lay my hands on it, but it is included as part of the correspondence. But I believe one was there were 11 offices -- perhaps that's the wrong number, but it was for upgrades and COs to provision the service where

those charges were not assessed to Telephone Company of Central Florida.

Q. Didn't that October '97 adjustment have to do with the removal of late charges?

A. I believe that was part of it. I'm not sure that it had a total adjustment.

Q. Well, the removal of those late charges doesn't have anything to do with ESSX provisioning, does it?

A. Indirectly it could, because the removal of late charges has to do with the -- how current the customer is in payment of his bill, or if a customer is delinquent in payment, then it well could have something to do with BellSouth's willingness to continue to move forward.

Q. Do you know whether or not, Mr. Hendrix, that that adjustment in 1987 [sic] had anything to do with ESSX provisioning?

A. I think I just answered that.

Q. Well, I think what you said was -- well, let me back up. I think I asked you if it wasn't the case that that adjustment related to the removal of late charges, and then you said -- and then I think I asked you, well, does that have anything to do with ESSX, and you said that it might. Did I mischaracterize

your answer?

A. I believe you satisfied it.

Q. So you don't -- so if it might, you don't know if it did or did not, do you?

A. I just need to go and find the letter. I would -- I don't know that it's appropriate for me to speculate further without finding the correspondence.

Q. Do you have that in the stack we went through at the beginning?

A. I don't know. I was just looking through, trying to determine whether I did or not.

Q. Do we need to take a break for you to nail that down?

A. Just give me a moment.

Q. Okay.

A. I think I'll be able to do it before we have to take a break.

(Discussion held off the record.)

THE WITNESS: Okay. One adjustment. I believe it may be in the set of correspondence.

BY MS. KAUFMAN:

Q. Okay. Are we still talking about the October '97 adjustment that's on page 8 of your testimony?

A. Yes.

Q. Okay. I just want to be sure we're talking about the same thing here.

A. Yes. On September 12th, 1997, BellSouth sent a letter to Mr. Ripper, and as I mentioned in the outset, it had to do with the BFR request that came to BellSouth from Telephone Company of Central Florida. In that BFR, there were some charges, some upfront charges associated with the primary rate ISDN.

The letter that went back to Mr. Ripper on October 7th talked about the removal -- and there are charts attached -- the removal of the primary rate ISDN interface as a tie line, which was $21,000, and that then, as you mentioned, there were forgiveness on some of the late charges associated with Telephone Company of Central Florida that resulted mainly from the delays in provisioning the unique ESSX arrangement.

Q. Explain to me how -- what do late charges have to do with the delay in ESSX provisioning?

A. Okay. And I think, as I mentioned earlier about being current on payment, there is a process, a treatment process, that is usually put in place that would treat that account, so it could delay us offering additional services if a customer is not current. So that is the way that would impact

provisioning of various services.

Q. Forgive me, Mr. Hendrix. I don't understand.

There were some late -- I'm assuming there were some late charges that BellSouth assessed to TCCF that after TCCF complained about it, these charges were removed; is that right?

A. That is correct.

Q. Okay. And the relationship of the removal of those charges to ESSX is what?

A. The relationship, third time, has to do with if a customer is not current on their payment to BellSouth, there is a process that we go through, and I do not have the details of that process that we would put in place -- that is in place, rather --

Q. Uh-huh.

A. -- for customers that are not current. For customers that are not current, and if that customer is not current for a certain period of time, additional services requested by that customer may not be installed.

Q. Okay.

A. So that is the parallel that I had relayed relative to the impact late charges.

Q. I understand if the customer is not current,

there's late charges assessed. That makes sense to me. Okay. But are you saying that somehow the late charges had something to do with the fact that BellSouth didn't provision ESSX when they said they would and then TCCF didn't pay for it?

A. I have not tied those two.

Q. Okay. Well, I guess that's the link that I'm missing in your explanation.

A. Okay. I don't know that I can. I was answering the question hopefully and giving you a full answer in which it relates in whichever way.

Q. So tell me if it's fair to say that you don't know what those late charges and their removal are related to?

A. I cannot recall at this time. I'm sure it's in some correspondence and I just can't put my hands on it. I don't know that I have them with me at this time.

Q. So they may well have had nothing to do with ESSX; right?

A. I do not know.

Q. Okay. And I think the letters you referred to, the 9/12 letter and the 10/7 letter, were those included in the letters you referenced at the beginning of your deposition?

A. Yes, they were.

Q. Okay. Good.

Now, still on page 8 at lines 18 and 19, you say, BellSouth spent a great deal of money to provision a service that should never have been provisioned in the first place. Do you see that?

A. Yes, I do.

Q. Why in the world would BellSouth do something like that?

A. I think it's more of a goodwill effort on BellSouth's part. I think it was trying to understand and also help Telephone Company of Central Florida get into the market. We realize that there were problems that were new. The whole C-link industry was something new and we were trying to put forth every effort to provide the services that the customer was asking.

Q. How much money did BellSouth spend?

A. I don't really know, because when you look at total costs, you look at personnel costs, you look at, you know, settlements that were made, I don't know that I can quantify it. What I do know from being involved from the outside and understanding what was going on, it was a very large sum.

Q. Well, when you say that on those lines there

that they spent a great deal of money to provision a service, you're including in that great deal of money the settlement?

A. I am including in that large sum resources mainly. I don't believe that it would be appropriate to include resources, but the numbers, the hours, the number of folks working on this effort to try to provision a service as requested by Telephone Company of Central Florida, so it's more along the line of resources, man hours, manpower, and --

Q. Okay. So --

A. -- the involvement of various people at the various levels.

Q. So it doesn't include the settlement then; right?

A. No, it does not.

Q. Okay. Well, when you wrote or Ms. Arrington wrote that you spent a great deal of money, do you have a ball park as to what you had in mind when you wrote that phrase?

A. Well, I did --

Q. Okay.

A. -- personally. I believe that it was in excess of a half million dollars in resources, just looking at the number of hours that was put in place

and the number of conference calls that the negotiators and other folks spent assessing and talking about the various issues associated with putting up services for Telephone Company of Central Florida.

Q. Do you have any calculations that would support that number you just gave me, the half a million dollars?

A. No, I do not.

Q. Okay. On page 9 of your testimony at lines 11 through 12 there, you're referencing a Commission order. Is that the same order that we discussed earlier?

A. That is correct.

Q. Okay. Mr. Hendrix, on May 11th of 1998, did you participate in a conference call -- I guess it's the conference call that started the renegotiations in this case?

A. I don't remember what I had for breakfast. I probably -- I know I've been on various conference calls. That may have been one date that I was on a conference call.

Q. Well, do you recall being on the first call that started the renegotiations? My notes reflect that it was May 11th, but --

A. That may have been the day.

Q. So you recall -- you remember being on that call?

A. I remember being on some calls and that may well be the date. I honestly cannot recall the exact date.

Q. Okay. But you recall being on a conference call regarding the TCCF -- we'll call them renegotiations?

A. Yes. In fact, I remember being on more than one.

Q. Right.

Who else was on that call for BellSouth?

A. I believe Susan Arrington may have been present on that call since she was to negotiate this agreement with Telephone Company of Central Florida -- the agreement with Telephone Company of Central Florida.

Q. Was there anybody else besides Ms. Arrington and yourself on that call for BellSouth that you remember?

A. I honestly do not remember --

Q. Okay.

A. -- anyone else being on the -- more than one call. There was at least two that I've been on with

both Kip and Andrea.

Q. So, I guess, is it fair to say that you and Ms. Arrington have been the ones primarily involved in the new negotiations?

A. I believe that's fair, yes.

Q. Okay. On this first conference call that we just talked about, did you discuss with Ms. Welch the possibility of offering MultiServ to TCCF as a replacement for ESSX in the new agreement?

MS. KEYER: Andrea -- I mean, Vicki --

MS. KAUFMAN: Yes, ma'am.

MS. KEYER: -- I think you're getting into maybe the arbitration issues rather than the complaint issues and that's outside the scope of Jerry's testimony.

MS. KAUFMAN: Well --

MS. KEYER: It may be more appropriate for the arbitration witnesses.

MS. KAUFMAN: Well, since Jerry was on the call, I think it's appropriate for him to tell us what happened.

MS. KEYER: Well --

MS. KAUFMAN: I mean, this is discovery and I believe he has relevant information on this topic. He was a participant in the call.

MS. KEYER: I'm gonna let him go ahead and answer.

MS. KAUFMAN: Okay.

BY MS. KAUFMAN:

Q. Mr. Hendrix, let me repeat it so the record is clear.

On that call, did you discuss with Ms. Welch the possibility of offering MultiServ to TCCF in the place of ESSX?

A. As I mentioned, I think there was -- I'm sure it was on more than one call, and I know on at least one call or both or all calls, the resale of MultiServ was talked about as an option, but I don't recall whether it was on the May 11th call. I didn't bring any ledger or any records indicating when that call had taken place. I don't honestly know that I have any.

Q. Okay. Well, do you -- on any call, do you recall discussing with Ms. Welch the possibility that BellSouth would offer MultiServ instead of ESSX to TCCF in the new agreement?

A. I remember talking about MultiServ being an option that TCCF could use, and as I mentioned, I'm not exactly sure as to when that call may have taken place and we may have talked about it on all the

calls.

Q. Okay. Mr. Hendrix, putting aside when the call was, okay -- and we won't make that an issue -- do you recall discussing with Ms. Welch on any of these calls in the renegotiations the possibility that BellSouth would offer MultiServ rather than ESSX to TCCF in the new agreement?

A. Okay. Let me answer it --

Q. Try to do a yes or no first. That would really be helpful.

A. Okay. I'm sorry. Yes, I remember discussing MultiServ as an option for Telephone Company of Central Florida as part of the renegotiations of the contract.

Q. Okay. Did you ever tell Ms. Welch that you would agree to offer MultiServ in the new agreement instead of ESSX if TCCF would keep the details of that arrangement confidential?

A. No, I did not.

Q. You don't recall ever making that statement; that's your testimony?

A. Yes, that is correct, I do not recall.

Q. Did you ever discuss on any of these calls the establishment of price points for MultiServ or MultiServ Plus, which would make it sort of an apples

to apples replacement for ESSX?

A. I remember the subject coming up, but it was not an offer extended by BellSouth but rather a request from Mr. Ripper. It was not initiated by BellSouth that we would entertain such an offer, but it was to understand where Telephone Company of Central Florida was and what were the key issues that's on the table. BellSouth never offered a price point similar to ESSX or identical.

Q. Okay. I think we've established there was more than one conference call on the renegotiations, and my notes reflect in the second call -- and, again, maybe you don't recall which call it was, but in the second conference call, do you recall discussing the replacement of ESSX with MultiServ if TCCF would not disclose the arrangements to anyone?

A. No. In fact, I feel certain that that was not an issue because that is not something that I would offer to Telephone Company of Central Florida, and furthermore, having other customers, realizing any agreement that I enter into with Telephone Company of Central Florida will be available to other customers. So no, that was not even an option.

Q. Do you know whether the members of the TCCF account team ran cost comparisons between ESSX and

MultiServ and MultiServ Plus?

A. I am aware that those estimate runs comparing MultiServ and ESSX were done.

Q. Did you ask that those comparisons be made?

A. I'm not sure that I asked that they be made, but I believe it's something that we wanted to know as part of negotiating the new agreement. I do not request -- I do not recall requesting that they be made. I may have, but I do not recall requesting it.

Q. Well, if you didn't request them, Mr. Hendrix, who would have requested them?

A. I don't really know.

Q. So someone other than yourself might have requested the running of these comparisons?

A. I may have just to insure that I had some understanding as to what the cost difference would be for Telephone Company of Central Florida, but there are others that may have or may have had a need to require such.

Q. Who else would have needed to see those kind of comparisons?

A. I would think that it may well be a function of the account team, you know, just as part of serving the customer, understanding what the customer's wanting. It could be other folks that may be

associated with the account team that may have asked, but I'm not aware if anyone else would have asked. As I stated at the outset, I may have. I simply cannot recall.

Q. Do you know what the purpose of making the comparisons would be?

A. Yes. The comparison would be the act on a customer going to a MultiServ offering as opposed to an ESSX grandfathered offering.

Q. Well, wasn't it your position by this time that ESSX wasn't available to TCCF?

A. It was -- the ESSX, 'cause it was a grandfathered service, was not available for resale, but existing customers, pursuant to Type 4 of the tariff, existing customers would be able to retain the arrangements that they had.

Q. Well, then enlighten me. What would be the point of doing this comparison? I don't understand what purpose it would serve. You've got your current customers that remain on ESSX. As I understand it, BellSouth's position is ESSX is not available in the new agreement to TCCF. What's the point of doing a comparison between the two services?

A. I think the obvious reason that you would want to do it, to find out what the impact is on the

customer.

Q. On which customers?

A. On The Telephone Company of Central Florida reselling ESSX as opposed to going to the MultiServ arrangement. I mean, hey, that would -- the logical reason that you will want to know, to determine if, in fact -- if I stay with a MultiServ arrangement, what is the increase or the decrease that I may experience with this arrangement or are there some other alternatives, you know, such as whatever, things that may be in the industry? I think -- I mean, it makes sense to run it so you know exactly what's likely to happen for a business since this is no longer an option for new customers.

Q. Okay. Mr. Hendrix, TCCF does not have any customers on MultiServ, does it?

A. I do not know.

Q. And it's your position that ESSX isn't available in the new agreement; right?

A. It's not mine. That's what --

Q. It's your company's position; right?

A. Well, let me finish. They have approved a tariff to grandfather the ESSX offering, so pursuant to the order and pursuant to the tariff, it is available for resale pursuant to how the tariff was

actually approved, given the Type 4 arrangement.

Q. Mr. Hendrix, you and I are never gonna agree on that, so I guess I'm just trying to understand, given BellSouth's position that ESSX is not available to TCCF in the new agreement, what purpose would be served by comparing the provision of ESSX that's not available with MultiServ?

A. I think as smart business people, Telephone Company of Central Florida would want to know what the impacts are in going from the current ESSX arrangement to a MultiServ arrangement. So I think that is the key right there in running the numbers to evaluate that.

I don't know that I can state it further, but I think as smart business people, they would want that, and I think as part of the account team function, with what their customers are asking for, that they would probably want to -- for that, also. So I think those are the benefits.

Q. Am I right that sometime around June of 1998, you stopped participating in the renegotiation discussions with TCCF?

A. On a -- how do I want to say this? I was made aware and kept aware of what was happening, but I was not a party to any of the calls.

Q. And at that point, whenever that was, in June, it's Ms. Arrington that took over the participation in the conversations?

A. No, she didn't take over. She always had lead.

Q. She handled those conversations alone without your -- without you being there?

A. Let me see if I can make this clearer.

Q. No. Let me -- Mr. Hendrix, this will go --

A. Let me finish it, please.

Q. Mr. Hendrix --

A. Let me finish with it.

Q. -- this will go a lot faster if you let me ask the questions and you provide the answers. Your counsel can do redirect at the end if she wants to.

MS. KEYER: Vicki, I believe Mr. Hendrix --

MS. KAUFMAN: I'm sorry?

MS. KEYER: I said Mr. Hendrix was responding to your question and I think he has the right to continue.

MS. KAUFMAN: No. Mr. Hendrix was asking the question he had wished I asked, so let's start again.

MS. KEYER: Well, I would appreciate it if you would let him finish his answer and then you

can ask whatever else you have to ask.

MS. KAUFMAN: And, Ms. Keyer, I don't have a problem doing that as long as he responds to the question that I ask. That's all I ask.

MS. KEYER: This is a discovery deposition and Mr. Hendrix was finishing up his answer and I would like for him to finish his answer.

MS. KAUFMAN: Well, let's start over with the question so the record will be clear. I forgot what it was now.

THE WITNESS: Mrs. Arrington did not take over. She always had lead on the negotiations associated with the new agreement.

BY MS. KAUFMAN:

Q. Okay. That's --

A. It was not an effort on my part to turn it over to her. It was always hers.

Q. So why is it, Mr. Hendrix, that you stopped participating in the calls sometime in June of 1998?

A. I don't know that I ever made a conscious decision not to be a part of those calls. If I had been asked to be a party to those calls and if it was deemed to be appropriate, I would have been.

Q. Well, so was it not appropriate for you to participate after June 1998?

A. I didn't think it was needed. Susan Arrington is more than capable of negotiating the agreement, addressing the issues, and bringing on board the appropriate people, if needed.

Q. So is it fair to say you stopped participating in the calls 'cause you didn't think you were needed any further?

A. No. I stopped because I wasn't asked to be a party to the calls because she was more than capable of handling whatever the issues were.

Q. So you would only participate on those calls if Ms. Arrington asked you to?

A. Since this is her customer, the answer is yes.

Q. So did she ask you to participate in those early calls we discussed?

A. I believe she did, yes.

Q. Are you aware, Mr. Hendrix, that TCCF has filed for Chapter 11 bankruptcy?

A. I was aware that they had. I've not kept current as to the status. From my standpoint, it didn't really matter.

Q. When did you first hear that they had filed?

A. When did you file? Well, I'm sorry. It was probably the very day that it happened that I learned

through whatever various news sources that I have available to me.

Q. Do you know when that was, approximately?

A. No, I do not.

Q. Have you ever -- have you had any conversations with other BellSouth employees regarding the TCCF bankruptcy filing?

A. No. Only to the -- well, only to the stand -- only from the standpoint that it was actually filed, but nothing further than just general knowledge that it had actually happened. It didn't impact my job, so I didn't have a need to know anything further.

Q. Mr. Hendrix, do you have any interaction with the account team that's assigned to TCCF?

A. Yes, from time to time, I do, yes.

Q. And who on that team have you had interaction with regarding TCCF?

A. Well, it goes back to early times. I know Mr. French was at one time assigned to Telephone Company of Central Florida. I've dealt with him. I've talked with Mr. Cathey. I've had phone conversations with various other account team members, I believe, Mr. Wilburn. Mr. Carnes, I believe I had talked to him.

(Discussion held off the record.)

THE WITNESS: In my earlier answer, I mentioned Mr. Cathey. I've talked to Mr. Cathey, Mr. Carnes, Mr. French, who was an earlier member of that team.

BY MS. KAUFMAN:

Q. During any of the discussions that you had with these gentlemen or others that perhaps you haven't named, did they ever make any recommendations to you concerning whether they felt that BellSouth had some sort of an obligation, contractual or otherwise, to make ESSX available under the new agreement?

A. No. It was more along the line of asking exactly what our obligations were. They pretty much left it up to us to interpret agreements to insure that they did not mislead customers.

Q. Okay. Just so we're clear here, your answer is that neither Mr. Wilburn, Mr. Carnes, or Mr. McCray, I think, Robert McCray, ever made such a recommendation to you that ESSX be resold in the new agreement?

A. Well, what they actually asked was -- that's a difficult question to answer a yes or no to. Let me answer it yes with the caveat that they were asking for our obligation in the new agreement whether or not ESSX would be included and asking us to interpret and

provide guidance to them while at the same time voicing and serving as the customer advocate for those services that the customer wanted.

Q. And, Mr. Hendrix, these gentlemen never told you that they thought because -- due to all the various events that had occurred during the current agreement, they thought that BellSouth ought to make ESSX available in the new agreement? They never said that to you?

A. I don't recall them actually stating that they thought BellSouth should. They mentioned the work effort that had gone into provisioning the service. They were clear to relate to us what the customer wanted and wanted to get some guidance as to what our obligation was under the current agreement relative to the new agreement and how the terms that the customer agreed to would actually impact the new agreement.

Q. Mr. Hendrix, I'm not asking you about what it is that TCCF wanted. I'm just asking you if these gentlemen ever communicated to you that they felt due to previous events under the current agreement, that BellSouth had an obligation to make it right by allowing TCCF to resell ESSX in the new agreement. What did these gentlemen tell you, not what did TCCF

want?

MS. KEYER: Vicki, I think Mr. Hendrix has answered that about three times.

MS. KAUFMAN: No. He keeps telling me what TCCF wants and that's not the question. The question is, what did these folks tell him?

MS. KEYER: Would you please let me finish and then --

MS. KAUFMAN: Sure.

MS. KEYER: That way, I can hear what you're saying.

I am gonna let him go ahead and answer it one last time, but the question has been asked and he has responded, I believe the record will show, about three times now.

BY MS. KAUFMAN:

Q. Do you need me to repeat the question, Mr. Hendrix?

A. Yes. Thank you.

Q. The question is a pretty narrow one. It doesn't have anything to do with what TCCF wanted or didn't want in the new agreement. I'm simply asking you whether any of the members of the account team ever said to you that they thought due to the events that occurred under the current contract regarding

ESSX, that BellSouth had an obligation, whether it's contractual or moral or otherwise, to permit TCCF to resell ESSX under the new agreement, and you can just answer that yes or no.

A. No, I can't. I would answer yes or no with a caveat and the answer is they didn't have -- the answer is no, they did not ask why -- or they did not ask indicating that they thought it should be added into the new agreement. They were asking why ESSX could not be added into the new agreement, asking us to give them guidance and interpretations on what our obligations were, explaining that it was the customer's desire to have ESSX as part of a new agreement with the same price points.

Q. Okay. So your testimony is they didn't ask you to do it, they just asked you, why can't we do it?

A. That is correct.

Q. Mr. Hendrix, does BellSouth resell ESSX -- not resell -- I mean, does BellSouth provide ESSX service to its retail customers?

A. I am assuming the answer is yes based on the terms that are in the tariff, the same as it is for other grandfathered customers that may purchase ESSX. We would be obligated by and live by the tariff. So I'm assuming there may be some that have signed

long-term contracts that will be obligated to the Type 4 removal of public status for the service.

Q. So that was a yes? I'm sorry. I got lost in that long answer.

A. Let me --

Q. You do sell ESSX to your retail customers; right?

A. Right. And my answer is yes, pursuant to the tariff as it is grandfathered and approved by the PSC.

Q. Okay. Did BellSouth recently file some changes to their ESSX tariff?

A. I have not looked at the recent filing.

Q. So you don't know?

A. I do not know. I heard, but I do not know for certain. I heard that the filing was made to actually extend perhaps the grandfathered period, but I have not seen that, so I can't speak with any certainty.

Q. What witness in this case would know about that?

A. I don't know that there's any witness since this is a retail offering and the tariffing work is done in a different group. I don't know that there is a witness in this case that would actually know.

Q. But you have -- did I understand you to say that you have heard that there was a new -- or an amendment, I guess it is, to the current ESSX tariff made?

A. I had heard that there was an amendment to the tariff, and the details -- other than just sharing with you what I shared earlier, I don't know that I can expound on it further.

Q. So you don't know what the substance of the changes were?

A. No, but I believe, what I was told, it had something to do with extending for a limited period of time the grandfathered status to certain customers, and I believe it would be those customers that are under contract, but I've actually not seen the tariff filing.

Q. Well, let's assume that the filing is as you have heard. Would that mean that your current ESSX customers would be able to continue to receive that service?

A. I do not know. I would need to look at the filing --

Q. Okay.

A. -- to venture any further.

Q. Can you tell us, Mr. Hendrix, what is the

difference from, I guess, a technical perspective between ESSX and MultiServ?

A. I don't think I can address it from a technical standpoint, but I believe in what Mr. Ripper filed, he couches MultiServ in a -- more of a bundled service and I believe he used 1800 USOCs in ESSX versus 400 in the MultiServ. So it's my understanding the change to MultiServ is to make a simpler tariff to use and is perhaps more closely related to, as Mr. Kipper [sic] has couched it, as a bundling of service.

Q. So you don't disagree with Mr. Ripper's characterization of the service?

A. I would say, in general, I don't know that I would disagree.

Q. Can you tell us what the price differential is between those two services?

A. No, I cannot.

Q. Aren't you responsible for pricing?

A. Of ESSX service, no. I'm responsible for pricing on access services. There is a totally different group of people. Directors and SMEs, which are subject matter experts, are responsible for ESSX service, and those are in the -- I think it's, what, our large business group.

Q. Didn't you tell us earlier that you had reviewed the cost comparisons between ESSX and MultiServ?

A. No, I did not.

Q. You don't recall the line of questioning where I thought I had asked you if you had requested that those comparisons be prepared?

A. I said I may have, but I did not state that I had actually reviewed those --

Q. So you -- I'm sorry.

A. -- or I had talked with the account team, you know, asking what the impacts were. And I believe -- I do not know this for certain -- that in some cases, you know, it may be less, in some cases, it may be more, but I do not recall the details. But I never told you that I reviewed the outcomes of such studies.

Q. So your testimony is that you may have requested the comparisons, but you did not review them?

A. That's correct.

Q. And is your testimony also that there are instances where ESSX would be more expensive than MultiServ?

A. No. Well, what I stated is that I have

heard that that is the case. I do not know for certain and I think that would be determined mainly by the arrangement the customer would have in place, but I have not reviewed any of the analysis that would indicate whether that is actual or not.

Q. And where did you hear that that might be the case, that ESSX could be more expensive than MultiServ?

A. Depending on the customer's arrangement was what I mentioned, and I believe I may have gotten that from one of the account team members and I can't recall exactly who. I can't recall the name.

MS. KAUFMAN: I think I'm about done, Mr. Hendrix, but I want to take a little break here to confer with my client, so about five minutes. Would that be all right?

THE WITNESS: Fine.

MS. KAUFMAN: Okay. Thank you.

We'll just leave the line open.

(Thereupon, a recess was taken.)

MS. KAUFMAN: I think, Mr. Hendrix, that that is all I have for you. Thank you.

June, are you gonna ask any questions?

MS. McKINNEY: I couldn't hear.

MS. KAUFMAN: I'm sorry. I was just asking

if you had any questions.

MS. McKINNEY: Yes, I have several.

MS. KAUFMAN: Okay. I guess, Mary, is it okay for June to go next?

MS. KEYER: Yes.

CROSS-EXAMINATION

BY MS. McKINNEY:

Q. Hi, Mr. Hendrix. This is June McKinney from the Public Service Commission staff.

A. Good morning.

Q. Good morning.

And I have several questions for you.

A. Yes.

Q. Do you have your direct testimony with you?

A. Yes, I do.

Q. Could you turn to page 9, lines 5 through 7?

A. Yes.

Q. Do you have it?

A. I have it.

Q. Okay. In that, you testified that TCCF should never have the ability to resell BellSouth's grandfathered ESSX service to new customers; is that correct?

A. That's correct.

Q. How long has TCCF been allowed to resell

grandfathered ESSX to new customers?

A. Since May 30th, 1996.

Q. Could you look at lines 21 through 24?

A. Yes.

Q. You state that BellSouth's tariffs, the Commission Order No. PSC 96-1579-FOF-TP, and the parties' resale agreement all preclude TCCF from reselling grandfathered ESSX to new customers; is that correct?

A. That is correct.

Q. To the best of your recollection, has TCCF resold any grandfathered ESSX service to any new customer when Order No. PSC 96-1579-TP was issued on December 31st, 1996?

A. I believe they have. I cannot give any volumes or numbers of customers, but I believe that has taken place.

Q. To the best of your recollection, how many resold orders for the grandfathered ESSX service did BellSouth receive from TCCF by December 31st, 1996?

A. I do not know.

Q. Is that information that you could provide us in a late filed exhibit?

A. I don't know that I'm the appropriate person. It's probably more closely akin to something

that Mr. Cathey may be able to give you, and I'm not volunteering him, but it may be a question that would best be posed to him since he heads the account team.

Q. Thank you.

The number of orders in 2-A, what is -- oh, excuse me. I withdraw that.

To the best of your recollection, Mr. Hendrix, did BellSouth ever inform TCCF after the issuance of Order No. PSC 96-1579-FOF-TP on December 31st, 1996, that TCCF was precluded from reselling grandfathered services to new customers?

A. To the best of my knowledge, no.

Q. Is it your testimony that BellSouth knowingly allowed TCCF to resell grandfathered ESSX service to new customers?

A. Could you repeat the question for me, please? I'm sorry.

Q. Sure, Mr. Hendrix.

Is it your testimony that BellSouth knowingly allowed TCCF to resell grandfathered ESSX service to new customers?

A. We allowed -- the answer is yes, we allowed them to resell the service and it was an error on our part to allow that to happen.

Q. Do you have Mr. Ripper's direct testimony

with you, Mr. Hendrix?

A. Yes, I do.

Q. Could you pull that out, please, and turn to page 12?

A. I am there.

Q. Thank you.

Refer to line 5. In that, Mr. Ripper's statement, the cost is the primary drawback to this service.

A. Yes, I see that.

Q. Okay.

MS. KAUFMAN: I'm sorry. June, June --

BY MS. McKINNEY:

Q. Do you think in there where he says, this service, Mr. Ripper is referring to MultiServ?

MS. KAUFMAN: Excuse me, June. This is Vicki. I'm sorry. I don't see where you are. Can you just repeat your reference?

MS. McKINNEY: Page 12.

MS. KAUFMAN: Right.

MS. McKINNEY: Line 5.

MS. KAUFMAN: Okay. Thank you.

BY MS. McKINNEY:

Q. Mr. Hendrix, do you need me to repeat the question?

A. No. I see that, and I'm assuming on line 5, this service, I'm assuming he is referring to the MultiServ offering.

Q. Would you agree that if the cost of ESSX and MultiServ were the same, that TCCF may be amicable to replacing ESSX with MultiServ?

A. I would agree that if the rates were the same, that they would be willing to resell the MultiServ offering. And when I say rates, if the rate for his given arrangement that he is desirous of, if those rates were the same, then he would likely be willing to resell the MultiServ offering.

Q. Thank you.

Mr. Hendrix, on that same page, page 12, of Mr. Ripper's direct --

A. Yes, I'm there.

Q. -- could you look at lines 8 through 11?

A. Yes.

Q. Mr. Ripper states that BellSouth should offer TCCF a special contract based on term and volume commitment at the same price points as ESSX. Could you please comment as to what BellSouth's position is pertaining to this?

A. Yes, and my comment is a very brief one. I don't believe that we should. At least we do not have

an obligation to provide Telephone Company of Central Florida a contract service arrangement or a special price that would allow them to receive MultiServ at the same price as ESSX.

Q. Would BellSouth be amicable to offering TCCF a special contract based on term and volume commitment at the same price points as ESSX?

A. I do not know. I cannot say that we will or we would not be willing. That is something that would have to be evaluated, with the understanding that other customers could avail themselves of the same agreement and that the -- and I think we would have to be very, very cautious in what we agree to, keeping that in mind.

Q. Now, Mr. Hendrix, who would make that decision for such an agreement on BellSouth's behalf?

A. Well, I do not have names. It would be various people that would have to address this issue and I suppose the issue would have to be presented by the account team, knowing exactly what all of the facts are, but the arrangements are what the discounts would have to be and whether or not the service would still cover its cost if we were to enter into such a special arrangement. I do not have a name, but it would be a group of people involved in reviewing and

providing the analysis that would actually be needed.

Q. And, Mr. Hendrix, would you play a role in that group of people that made the decision?

A. Yes, I would.

Q. Thank you.

MS. McKINNEY: If you could hold on a minute, please.

THE WITNESS: Sure.

(Discussion held off the record.)

MS. McKINNEY: This is June. I'm back.

I have no further questions for Mr. Hendrix at this time. Thank you, Mr. Hendrix.

THE WITNESS: Thank you.

MS. KAUFMAN: I want to ask a follow-up question.

REDIRECT EXAMINATION

BY MS. KAUFMAN:

Q. Mr. Hendrix, Ms. McKinney just asked you if you thought BellSouth would be willing to offer TCCF a special contract at the same price as ESSX. Do you recall that question?

A. Yes, I do.

Q. Okay. And I think your answer was that you didn't know at this time; is that right?

A. That is correct.

Q. Haven't you discussed that very issue on numerous occasions with Mr. Ripper and rejected such an offer?

A. I don't recall rejecting the offer. I believe what I indicated was that at the time, I did not think that we would be willing to do so, but I do not recall flat out rejecting the offer.

Q. So at the time you discussed it, you told him that you would not be willing to do so? Are you willing to discuss that possibility today?

A. I'm always willing to look at a volume and term arrangement, but, you know, it is not to indicate that we would be willing to make the offer, because there are so many things that would have to go into such an analysis to decide whether it is appropriate. But I think, based on previous questions, some of the work may have already been done, but a group of people would have to determine whether that is appropriate, and for the same reasons that I stated earlier, there are many factors and many people involved.

Q. I'm sorry, Mr. Hendrix. So as we talk today, you are willing to discuss that option with TCCF as a way to deal with this ESSX issue; is that right?

A. I'm willing to talk to them about it, but

whether or not we can offer it, I don't know that we can. But I've always been willing to talk about it because of the obligation to renegotiate with customers.

Q. Okay. And your testimony is that you have not rejected such an offer in the past?

A. I do not recall flat out rejecting their offer. I recall stating at that time, I was not willing to agree to a volume and term agreement.

Q. Well, is there a difference between flat out rejecting an offer and not being willing to agree to it that I'm missing?

A. I think there is a difference and it has to do with timing. At the time, when we were negotiating the various price points, the question was whether or not we would enter into an arrangement that would give him the same price or the same effective price. I believe the question today is whether BellSouth would be willing to entertain a volume and term arrangement, which is quite different from agreeing to a given price point.

MS. KAUFMAN: That's all I have. Thank you, June.

MS. KEYER: I don't have any questions.

MS. KAUFMAN: Let's go off the record for a

second and talk about the late fileds.

(Discussion held off the record.)

MS. KAUFMAN: Let's go back on the record.

So we've had an off-the-record discussion and we've agreed that Mr. Hendrix's two late filed exhibits will be provided by Tuesday -- what is that -- January 19th.

(Witness excused.)

(Thereupon, at 11:06 a.m., the deposition was concluded.)

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF MARION)

I, the undersigned authority, certify that JERRY HENDRIX personally appeared before Mary R. Banick, Notary Public, in and for the State of Georgia at Large, and was duly sworn by Ms. Banick.

WITNESS my hand and official seal this 18th day of January, 1999.

Susan Gale Salenger, RPR
Notary Public-State of Florida

Susan Gale Salenger
MY COMMISSION # CC653111 EXPIRES
June 6, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF MARION)

I, SUSAN GALE SALENGER, Registered Professional Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition in stenotype; and that the foregoing pages, numbered from 1 to 92, inclusive, are a true and correct transcription of my shorthand notes of said deposition.

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.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

Dated this 18th day of January, 1999.

Susan Gale Salenger

Susan Gale Salenger, RPR

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OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
			Electronic	Manual
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	$100.00	$50.00	$10.80	$22.00
FLORIDA	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
KENTUCKY			$10.89	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI			$10.80	$22.00
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00
TENNESSEE	$100.00	$50.00	$10.80	$22.00

Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-appealable order by each state's Public Service Commission.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO 15
COMPANY/ WITNESS: Arrington
DATE: 1-25-99

[1] The Charge per 1,000 LSRs applies on a per CLEC basis.
[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

DOCUMENT NUMBER-DATE
13666 DEC-3 98
FPSC-RECORDS/REPORTING

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.2 Centrex-CO Service (Cont'd)

A112.2.6 Rates and Charges (Cont'd)

D. Auxiliary Services for Systems served from No. 1 ESS Type Central Office Equipent (Group "A" and "B" Services) (Cont'd)

3. Centrex-CO Arrangement for Centralized Attendant Service from No. 1 Electronic Switching Service. (Cont'd)

b. Rates and Charges (Cont'd)

(2) Release Link Trunk Terminal Equipment - BRANCH Locations[2,3] (Cont'd)

	Feature Establishment Charge	Monthly Rate	USOC
(d) Release Link Trunk, additional terminations after the first two, each	$20.00	$19.00	EC5
(3) CAS Attendant Console Equipment			
(a) Each[4]	-	-	NA
(4) Uniform Numbering			
(a) Per CENTREX-CO Location	16.00	-	NA
(b) Each 100 numbers or fraction thereof	11.00	-	NA

A112.3 ESSX-1 Service

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section arenot available for new installations, moves, transfers of service or replacements of existing service.

Obsolescence Rules

1. ESSX-1 service subscribers under a month-to-month payment option will be allowed to maintain their existing service at month-to-month rates until 12/31/98.

   On or prior to 12/31/98 ESSX-1 service month-to-month subscribers must; 1) convert their entire ESSX-1 service account to MultiServ* service or MultiServ PLUS* service as described in A12.20 and A12.21 respectively of this Tariff; or 2) subscribe to an alternate service.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

Note 2: Each rate element shown provides only the basic release link trunk termination equipment facilities located at the central office where the basic Centrex-CO service is provided and is in addition to other rates and charges applicable for the associated Centrex-CO service and Private Line Services and Channels.

Note 3: Each Release Link Trunk termination requires 2 channels between the MAIN and BRANCH locations. Release Link Trunk Termination Equipment charges are in lieu of Tie-Line and Miscellaneous Line Termination charges.

Note 4: Apply rates and charges as specified in Section A112.1.8.A.2. of this Tariff for Data Link

* Service Mark of BellSouth Corporation

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.3 ESSX-1 Service (Cont'd)

2. ESSX-1 service subscribers under contract will be allowed to maintain their ESSX-1 service until the expiration date of their contract or until 12/31/98 if their contract expires prior to that date. Upon expiration of their contract or by 12/31/98, ESS-1 service subscribers must disconnect ehrir ESSX-1 and either; 1) convert their entire ESS-1 service account to MultiServ* service or MultiServ PLUS* service as described in A12.20 and A12.21 respectively of this Tariff; or 2) subscribe to an alternate service.

A112.3.1 Auxiliary Services

A. Attendant Service

1. 50A Consoles

(Obsoleted October 5, 1981, Type 3)

a. General

(1) The 50A Console will be furnished under Plan 1 or Plan 2 in accordance with regulations as stated in Section A22. of this Tariff.

(2) The 50A Consoles are provided only where the central office serving the ESSX-1 System has been arranged for use with such consoles.

(3) One-way call splitting is provided and allows the attendant to exclude only the incoming calling party while announcing the incoming call to the called party.

(4) The 50A Consoles are available only equipped with a Touch-Tone® dial and therefore, rates and charges for Touch-Tone® Calling Service as specified in Section A13. of this Tariff will apply.

(5) The Direct Station Selection (DSS) capability is only available with the 131 and 151 type console and is included in the console rate. The ESSX-1 station lines equipped for DSS must be in consecutive one hundred station number group(s). Station lines equipped for DSS may, as an option, be equipped for station line visual busy indication on a "per key" basis. Where more than one console is equipped for the DSS and station busy lamp indication feature, the DSS and station busy indication on the second console are a multiple appearance of the first console. Only two consoles may be equipped with the DSS-Busy Lamp Field (BLF). The ESS-BLF feature can be provided only to the main stations at the same location as the consoles.

(6) The ESSX-1 Primary Feature Package at rates as specified in Section A112.1.8.C.1. of this Tariff is required with each ESSX-1 circuit designated as a Console Access Loop.

(7) Each ESSX-1 circuit (Console Access Loop), terminating on a console loop key requires a Loop Terminating Equipment.

(8) Console Access Loops are required between the No. 1 ESS serving the ESSX-1 System and the console location. These facilities are used to complete incoming calls for the listed directory number and may be arranged for completing dial "0" traffic. In addition, Console Access Loops have the same capabilities as ESSX-1 station lines. Console Access Loops terminate directly on apparatus of a specific console. Multiple appearances of a Console Access Loop are not provided.

(9) Night Service is provided by use of the Night Trunk Answer Any Station or the Directed Call Pickup optional feature of the ESSX-1 System on the listed directory number.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

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*Service Mark of BellSouth Corporation

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A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.3 ESSX-1 Service (Cont'd)

A112.3.1 Auxiliary Services (Cont'd)

A. Attendant Service (Cont'd)

1. 50A Consoles (Cont'd)

a. General (Cont'd)

(10) Control channels are required for various console optional features as indicated and are provided at the appropriate rates and charges as specified.

(11) Time and Material Charges apply to all customer requested installations, moves, changes, removals, rearrangements, and maintenance of premises wiring performed by the Company on the customer's premises, except as excluded or otherwise provided for in Section A4 of this Tariff.

b. Rates

(1) Common Equipment for 50A Consoles

	Monthly Rate	USOC
(a) Attendant access circuit (one required per loop termination equipment), each	$5.40	EAS
(2) Console Access Loop[2]		
(a) Each (maximum of 14 per console[2])	16.65	EAR
(3) Common Equipment for Optional Features		
(a) Circuit group busy (one required per circuit group busy indication), each	3.05	EAX
(b) Position busy[3] (position busy may not be provided for a one position arrangement), per console	5.10	CXJ
(c) Multiple Position Hunt for ESSX-1 systems provided with more than one 50A Console, per system[4]	34.20	CXH
(d) Fixed night service[5]	5.40	CXX

(4) Customer Premises Equipment... Consoles etc.

See Section A114. of this Tariff for rates and charges for 50A Consoles and associated customer premises equipment.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

Note 2: See Section A112. for charges applicable for associated ESSX-1 Primary Feature Package and optional features.

Note 3: For charges applicable for associated Supervisory Control Channels, see A13.1, Type 1105 Channel.

Note 4: Charges for the appropriate line hunting arrangements associated with multiple position hunt are specified in Section A112.1.8.C.2.b.(16).

Note 5: See Section A112.1.8.C.1. for charges applicable for associated ESSX-1 Primary Feature Package and optional features.

OFFICIAL APPROVED VERSION, RELEASED BY BSTHQ

A112. OBSOLETE CENTRAL OFFICE NON-TRANSPORT SERVICE OFFERINGS[1] (N)

A112.3 ESSX-1 Service (Cont'd)

A112.3.1 Auxiliary Services (Cont'd)

B. Auxiliary Attendant Features

(Obsoleted 9-24-79, Type 3, Tariff Reference Section A12.1.8.B.1)

1. Attendant Control of Facilities

(See A12.1.8 for Rates and Charges)

A112.3.2 Reserved for Future Use

A112.4 Reserved for Future Use

A112.5 Electronic Tandem Switching Features

(Obsoleted 05/30/96, Type 4) Service rates and charges in this section are available for inward activity of existing subscribers only as specified in the obsolescence rules stated in A112.26. Not available for new service or entire moves of service to new locations.

A112.5.1 Regulations

A. Explanation of Terms

(Obsoleted 6-28-89, Type 2. Not offered for new installations on or after the specified obsoleted date.)

1. Station Message Detail Recording to Premises (SMDR-P)

SMDR-P provides a record, on magnetic tape equipment located at the customer's premises, of calls originating from ESSX® service/ Centrex-CO main station lines to locations outside the same ESSX® service/ Centrex-CO System. Facility groups may also be designated as requiring originating and/or terminating records.

Account Codes - Account codes are an SMDR-P option which permit a main station line user to dial a series of digits (code) which will appear in the SMDR-P record for that particular call. The Account Code can be used by the customer for account or project identification. Adding an Account Code to a call, where arrangements have been made to provide this capability, is at the discretion of the main station line user. Each customer's Account Code must contain the same number of digits, not to exceed eight, and must not conflict with on-network code assignments.

B. Station Message Detail Recording To Premises (SMDR-P)

1. SMDR-P is not represented to be a provision of billing detail.
2. Station message detail records will be provided on terminal equipment located at the customer's premises at the rates and charges specified in A112.5.2 following.
3. The customer must provide compatible equipment located at his premises to record the SMDR-P Data.
4. Processing of message detail information (SMDR-Basic) by the Company's accounting center is not provided with this arrangement.

Note 1: Text is shown as new due to reissue of all Tariff Sections. No Changes in rates or regulations were made with this filing.

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REPRO DATE 07/27/ REPRO TIME 01:03 PM

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: SUSAN ARRINGTON

PARTY: BELLSOUTH

DESCRIPTION:

1/14/99 DEPOSITION TRANSCRIPT

PROFFERING PARTY: STAFF

I.D. # SMA-5

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 16
COMPANY/ WITNESS: Arrington
DATE: 1-22-99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Docket No. 981052-TP
Filed: January 5, 1999

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

TELEPHONE DEPOSITION OF:

SUSAN ARRINGTON

DATE: January 14, 1999

TIME: 11:20 a.m.

LOCATION: 3599 West Lake Mary Boulevard
Lake Mary, Florida 32745

REPORTER: SUSAN GALE SALENGER, RPR
Stenographic Court Reporter
and Notary Public, in and for the
State of Florida at Large

PRESTIGE COURT REPORTING, INC.
POST OFFICE BOX 5061
INVERNESS, FLORIDA 34450
(352) 860-1266

BUREAU OF REPORTING CERTIFIED
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APPEARANCES:

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Appearing on behalf of BellSouth Telecommunications, Inc.

JUNE McKINNEY
(Via Telephone)
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Division of Legal Services
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Appearing on behalf of the Florida Public Service Commission

ALSO PRESENT:

Jonathan Audu
Jerry Hendrix
Kenneth E. Koller
Ronald M. Pate
Elder "Kip" Ripper, III
Andrea Welch

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Thereupon,

SUSAN ARRINGTON,

being by Mary R. Banick, Notary Public, in and for the State of Georgia at Large, previously sworn, was examined and testified as follows:

DIRECT EXAMINATION

BY MS. KAUFMAN:

Q. Good morning, Ms. Arrington. I'm Vicki Gordon Kaufman and I represent The Telephone Company of Central Florida.

Do you have your direct and rebuttal testimony there?

A. Yes, I do.

Q. Okay. Do you have any changes or corrections to either sets of testimony?

A. I have one change to my direct testimony.

Q. Okay.

A. It's on page 1, line 16. The date should be 1988.

Q. Okay.

(Discussion held off the record.)

BY MS. KAUFMAN:

Q. Is that the only change that you have?

A. Yes, it is.

Q. Okay. Did you bring any materials with you

to your deposition?

A. Yes, I did, but I'm gonna make this easy on you. Jerry and I have the same backup material, with the exception of I also have additional orders that were stated in my direct testimony from Kentucky.

Q. Okay. Can you tell me where in your direct testimony do you refer to that order? It's on page 3, line 13?

A. Yes. I have brought copies of those orders with us.

Q. All of the orders that are referenced in that paragraph?

A. That's correct.

Q. Okay. I think we asked you for those orders in discovery.

A. Yes, you did.

Q. So they've already been provided; is that right?

A. Right.

Q. So we won't ask for them again. Enough paper.

Okay. I want to start by going through your educational background, Ms. Arrington. You have a BA from the University of Georgia; is that right?

A. That's correct.

Q. What is your degree in?
A. Speech communications.
Q. I'm sorry?
A. Speech communications.
Q. Speech?
A. Speech.
Q. Okay. And what kind of a career path does a degree in speech communications qualify you for? I mean, what would you expect to do with that sort of a degree?
A. Actually, I chose that as my major because I knew I was gonna go to paralegal school and I wanted to work in the legal field.
Q. Uh-huh. So did you go -- did you go to paralegal school --
A. Yes, I did.
Q. -- after the completion of your BA?
A. Yes, I did.
Q. Okay. And do you have -- do you have a certificate, or did you graduate from that program?
A. Yes, I graduated from the National Center for Paralegal Training.
Q. And when did you graduate from there?
A. September of 1986.
Q. Did you say December?

A. September.

Q. September. Okay.

Other than your paralegal training and your Bachelor of Arts degree, do you have any other educational training, postgraduate work?

A. No, I do not.

Q. Have you ever -- did you take any courses in economics for your Bachelor's degree?

A. Yes, I did.

Q. What kind of courses did you take?

A. I don't recall. I believe they were basic economics courses.

Q. How many did you take?

A. I really don't remember.

Q. Okay. Have you taken either any undergraduate or graduate work in the telecommunications field?

A. No, I have not.

Q. Would you say that the economics courses you had were survey-type courses, you know, general overview of economics?

A. Yes.

Q. Now, you began working with BellSouth -- I guess now it's in 1988; correct?

A. That is correct.

Q. In the legal department?

A. Yes.

Q. Let's try and work from 1998 forward. If you can describe for me each position you've held and the time frame and what your duties were.

A. What time period?

Q. Starting from your employment in 1988.

A. 1998?

Q. No. 1988.

A. 1988?

Q. Yes, ma'am.

A. I'm sorry.

I began working with the Southern Bell Legal Department. I was hired as a regulatory paralegal. I held that position for approximately eight years.

Q. So that would be till 1994?

A. No. It was until 1996.

Q. Oh, I thought you said six years. I'm sorry.

A. No. Eight years.

Q. Okay. And what were your duties in that position?

A. I assisted all of the regulatory attorneys with regulatory proceedings and, basically, it was -- initially, I worked with the attorneys on regulatory

proceedings within the Southern Bell states. Then when we became BellSouth Telecommunications, my responsibilities were with all nine states.

Q. When you say you assisted the attorneys, can you be more specific about what your duties were?

A. Certainly. I worked on discovery requests and responses for the depositions, prepared pleadings. I did paralegal duties.

Q. Who did you report to during that time?

A. Doug Blackie and Bob Sterichs.

Q. I'm sorry. Who was the first person?

A. Doug Blackie.

Q. I still didn't get the first name.

A. Doug.

Q. And the second person?

A. Bob Sterichs.

Q. Okay. And then your position changed in 1996?

A. 1996, I went to work for the Interconnection Services-Pricing group.

Q. Uh-huh. And what was your -- what position did you have there?

A. I was working as a manager handling resale negotiations with ALEC.

Q. When you say you handled resale with ALECs,

can you tell me exactly what your duties were?

A. Certainly. I was responsible for negotiating resale agreements with ALEC.

Q. For all nine states?

A. Yes.

Q. And then I guess you were promoted to manager; is that right? No. That's your current position, manager, Interconnection Services-Pricing?

A. Yes.

Q. And you've held that position since August 1996?

A. That's correct.

Q. Okay. How many ALECs in your current position are you responsible for the renegotiations for?

A. The renegotiations?

Q. Yes, ma'am.

A. Right now, I believe I have five or six contracts that have come up for renegotiations.

Q. Are you also responsible for administering current contracts?

A. Yes.

Q. And how many of those do you administer?

A. I have approximately 50 plus contracts for which I'm responsible for.

Q. You report to Mr. Hendrix, Ms. Arrington?
A. Yes, I do.
Q. Okay. Do you have any employees that report to you?
A. Yes, I have one person who reports to me.
Q. And who is that?
A. Paige Miller.
Q. And what is her job?
A. She handles ALEC negotiations, both resale and interconnection service agreements.
Q. So is -- her job is similar to yours?
A. Yes.
Q. But she reports to you?
A. Yes.
Q. Now, when you were involved in these renegotiations and there is an issue that is in dispute, do you have the authority to resolve that issue or do you have to take it to Mr. Hendrix or to someone else?
A. Depending on what the issue is, I might get Mr. Hendrix involved for clarification purposes.
Q. If there is an issue that the parties cannot agree on, do you have the final authority to make the call on that issue?
A. No.

Q. And so is it Mr. Hendrix that has that authority?

A. Yes, I would take that to Mr. Hendrix.

Q. Have you had any involvement administering the current TCCF contract? Is that one of your contracts?

A. I had the responsibility for the TCCF agreement in February of 1998, and at that time, most of my involvement related to the renegotiation.

Q. Okay. So talking about the current agreement that is in effect now that was signed in 1996, do you have any responsibility for administering that agreement or has your responsibility only been for the renegotiation?

A. No. My responsibility would include the current agreement as well to the extent something needed to be done on that agreement.

Q. Okay. Whose responsibility was it prior to February 1998?

A. Mr. Hendrix handled that one.

Q. Now, when we talk about your responsibilities in regard to administering the contract, can you tell me more specifically what your duties are in that regard?

A. A lot of times after a contract is signed

and it's forwarded to the account team, the account team will have questions on interpreting clauses in the agreements or the customer may need additional provisions added to their agreement and the account team would look to us as negotiator to handle those types of issues.

Q. But is it correct that your responsibilities do not include, for example, in TCCF's case, working on the provisioning of ESSX, the technical provisioning?

A. That's correct, I'm not involved with the provisioning.

Q. That would be their account team?

A. I believe the account team does work with them to implement the contract.

Q. So your -- just so I understand, your role is more in dealing with the questions that come up in regard to the interpretation of what's required under the contract?

A. That's correct.

Q. Okay. Now, I think you did say that you have been involved in the negotiations or the renegotiations of the new contract with TCCF; is that right?

A. Yes.

Q. When were you first assigned to that task?
A. In February of 1998.
Q. When did BellSouth request that TCCF renegotiate their agreement?
A. The initial letter that was sent to TCCF, I think, was dated March 3rd.
Q. Can you tell me what your involvement has been in the new negotiations?
A. I've been the lead negotiator for the renegotiation of this agreement.
Q. Has there been anybody else besides Mr. Hendrix involved in the negotiations?
A. No.
Q. Okay. Do you know how many meetings -- well, let me ask you this: Have you had any face-to-face meetings with TCCF regarding the negotiations?
A. No. There have been no face-to-face meetings.
Q. So all the meetings, I guess, have been through conference calls?
A. Yes.
Q. Do you know how many times you've spoken to TCCF regarding the negotiations?
A. I know we've talked a lot, but no, I don't

have a number of how many actual conversations we had.

Q. Now, we're gonna talk about your direct testimony first, Ms. Arrington. I was trying to find the reference for you and it's on page 2. You talk at the top there about BellSouth's OSS systems.

A. Yes.

Q. And you say that BellSouth has developed the required non-discriminatory interfaces; is that correct?

A. That's correct.

Q. Okay. Can you tell us, what is your experience, personal experience dealing with OSS interfaces? Do you have any?

A. Well, I've negotiated provisions in contracts, but to get into the details of the actual OSS systems, that would be more appropriate for our OSS witness.

Q. So you don't have any job involvement in actually either developing or working with the OSS systems?

A. No. I've not been involved in the development of the OSS systems.

Q. Okay. I'm trying to find the exact reference in your testimony where you comment that BellSouth has developed the required

non-discriminatory interfaces. You might be able to find it faster than I can.

Okay. It's on the top of page 3, lines 1 through 2.

A. Yes.

Q. Do you see that?

A. Yes.

Q. Since you don't have any experience either working with or developing these systems, what do you base that statement on that the required non-discriminatory electronic interfaces have been developed by BellSouth?

A. We currently offer to ALECs three types of interfaces for them to utilize.

Q. Have you ever used any of those interfaces?

A. Personally, no --

Q. Okay.

A. -- in ALEC.

Q. Then how do you know that they provide they are non-discriminatory?

A. I've relied on testimony of other witnesses in this case.

Q. And who would that be?

A. Ron Pate.

Q. So any comments that you make in here are

not of your own personal knowledge, but they're relying on other folks?

A. But I don't think it's made on behalf of BellSouth witnesses.

Q. When you talk at the top of page 3 there about the required non-discriminatory electronic interfaces, what particular interfaces are you referring to?

A. I'm referring to EDI, LENS, TAG, and TAFI.

Q. Okay. And those are the only systems that you're referring to in that passage there?

A. Yes.

Q. Okay. On page 3 of your testimony at lines 3 to 4, right past where we were just looking, you say that BellSouth ought to be -- should be allowed to recover the costs for developing, implementing, and maintaining such a system as well as to recover ongoing processing costs. Do you see that -- do you see that statement?

A. Yes.

Q. Okay. Tell me what the basis for your statement is?

A. BellSouth has incurred costs to develop these systems, there were costs associated to implement, and there are ongoing costs to maintain the

system and actually process the orders through the system.

Q. So the basis for your statement there is that BellSouth has incurred costs and, therefore, they should be able to recover them?

A. Correct.

Q. Okay. Would you agree that BellSouth has an obligation under the Telecommunications Act to provide non-discriminatory electronic interfaces?

A. Yes.

Q. At the bottom of that same page, on page 3, you quote an order of the Commission -- well, actually, you don't quote the order, but you refer to those dockets there and you have a brief quote.

A. Yes.

Q. What order is that quote taken from?

A. Give me just a minute. I'll give you the order number.

Q. Okay.

A. That order number is PSC 98-0604-FOF-PP.

Q. Okay. I'm just gonna pull that out, so give me a second.

Does that order -- in that order, did the Commission permit the recovery of these costs?

A. What that order says was that we recognize

that OSS costs, manual and electronic, may be recoverable costs incurred by BellSouth.

Q. Right.

Did that order permit the recovery of these kind of costs?

A. Yes.

Q. Do you have the order in front of you?

A. Yes, I do, I have excerpts from it.

Q. Yeah, me, too, 'cause it's long.

A. Yes.

Q. Tell me what page or what reference you have for your position that that order allowed the recovery of these costs.

A. On page 165, down at the bottom of the last paragraph, it says, thus, we strongly encourage the parties to negotiate in good faith to establish rates for OSS functions.

Q. Okay. But it doesn't say in this order that those costs will be recovered, does it?

A. It's implied by the fact that they encouraged the parties to negotiate those rates.

Q. So you take from that that the fact that parties negotiate means that BellSouth will recover these costs?

A. Yes.

Q. Okay. Now, on page 4 of your testimony, you talk about TCCF and BellSouth have discussed the inclusion of OSS rates in the new agreement; right?

A. That's correct.

Q. And I guess we've established this, but you were the primary person that was responsible for negotiating what -- maybe we can just call it the OSS charge or charges, for shorthand?

A. Yes.

Q. Did you discuss these charges or this issue with anybody else at BellSouth?

A. At what time?

Q. During any point in the negotiations.

A. Yes.

Q. Who did you discuss the charges with?

A. Other negotiators and Mr. Hendrix, my attorney, Ms. Keyer.

Q. Okay. Ms. Keyer, Mr. Hendrix, and other negotiators; is that what you said?

A. Yes.

Q. Okay.

A. Plus product managers.

Q. Okay. If we could --

A. OSS product manager.

Q. How about if we can -- do you know the names

of these people?

A. The product -- the OSS product manager is Bob Flood.

Q. I'm sorry?

A. Bob Flood.

Q. Okay.

A. The other negotiators, I don't remember specifically who I talked to, but a lot of times, we will run issues back and forth between each other. But they all report to Jerry Hendrix, so it's within our own group.

Q. Okay. Was some of the purpose of these discussions to be sure that these sort of charges were included in all new agreements that BellSouth negotiates?

A. Yes.

Q. Now, are you familiar with just in a general way the current resale agreements that are in place or at least the ones that you're responsible for, I guess?

A. Yes.

Q. Okay. And am I right that those agreements do not contain any of these sort of charges, do they?

A. There are some agreements that do not include charges. For the past year, all of our resale

agreements, or I would say most, if not all, do include OSS language and rights.

Q. Okay. In Florida, do you have any agreements that include these sort of OSS charges?

A. Yes, we do.

Q. Can you tell me which ones those are?

A. There are a number of them.

Q. Okay. Can you tell me which ones those are?

A. I don't have a list of those agreements.

Q. Have they been approved by the Commission?

A. Yes.

Q. Did any of them go to arbitration?

A. No.

Q. Okay. I want to ask for a late filed exhibit, please, Ms. Arrington. I'd like a list of the Florida agreements that include, as we said, OSS charges. That would be Late Filed Exhibit 1. We can just call it Resale Agreement with OSS Charges.

(The document was marked Late Filed Deposition Exhibit No. 1 for identification.)

BY MS. KAUFMAN:

Q. Is BellSouth charging and collecting any of the rates that are in these agreements at this time?

A. Not today.

Q. I'm sorry?

A. No, not today.

Q. And why not?

A. 'Cause we were trying to get our billing up to see to be able to bill these rates.

Q. So today, your billing systems are not capable of billing these rates?

A. No.

Q. When will they be capable?

A. March 1st, we will be able to begin billing for some LSRs and we expect to be able to bill for all LSRs as of July 1st, '99.

Q. Okay. When you say some LSRs, what do you mean? Are there certain categories that you will be able to bill for?

A. There are certain LSRs that we will not be able to bill for in March.

Q. And which ones would those be?

A. Give me just a minute.

Q. Sure.

A. I think it's the LSRs that have to do with the restore.

Q. These are the ones that you cannot bill for?

A. These are the ones that we won't be able to bill for in March. That capability will not be available until July.

Q. So it's LSRs with restore?

A. Yes, for restore.

Q. Okay. When you -- when we discussed a little bit ago the OSS charges and the current Florida agreements, are these -- what I'll call new agreements -- agreements that have been renegotiated?

A. No, not all of them are renegotiated agreements. They could be new agreements with new ALECs that are just now getting into the business.

Q. Have you had an opportunity, Ms. Arrington, to look at Ms. Welch's testimony in this case?

A. Yes, I have.

Q. Okay. If you've got it in front of you, in her direct testimony, beginning at page 3, if you could turn to that.

A. Yes.

Q. And really going on for -- through page 10, she gives a pretty detailed summary of the negotiations that have occurred between BellSouth and TCCF on this OSS charge issue. Are there any portions of her discussion there that you disagree with? And if you need to take a minute, I understand.

A. Yes, please. Let me read it.

Q. Sure.

(Discussion held off the record.)

MS. KEYER: Excuse me.

Vicki, do you have a particular portion you want to ask her about?

MS. KAUFMAN: No.

THE WITNESS: How far did you want me to read?

BY MS. KAUFMAN:

Q. Through the very top of page 10, lines 1 through 3.

A. Okay. I've read that.

Q. Okay. Are there any portions of Ms. Welch's description of the negotiation process that you disagree with?

A. I would take issue with some of the way it's stated.

Q. Well, let's go page by page then, and if you could point out to me what you disagree with in her description.

A. On page 5.

Q. Uh-huh.

A. Line 7.

Q. Right.

A. Ms. Welch implies that our manual -- the additional charges are penalties for manual processing of orders. I will disagree. They are not penalties.

Q. Okay.

A. On page 6, line 17 in Ms. Welch's response to that question --

Q. Uh-huh.

A. -- BellSouth did not change its position.

Q. All right.

A. On page 9, line 3, which was the response to the question about, does Ms. Keyer's response surprise you?

Q. Uh-huh. Is there something in there that you disagree with?

A. Yes. I disagree that Ms. Keyer's statement contradicted anything that was said during negotiations -- the position of BellSouth during negotiations.

Q. All right. Is there anything else?

A. Yes. On page 10, the statement that charges for OSS development are --

Q. What line, Ms. Arrington?

A. I'm sorry. I misspoke.

Q. So is that it?

A. On page 9, lines 20 through 22, where it says it's BellSouth's intent, including these OSS charges, their way to increase processing costs, I disagree.

Q. Is that it?

A. That's all I see right now.

Q. So with the exception of those four sentences or sections you pointed out, you agree that the remainder is a pretty accurate reflection of the negotiation process?

A. Yes.

Q. Okay.

A. Right now.

Q. Right now? Is your opinion gonna be different at a later point in time?

A. Just like I said before, this is -- that's what I've identified at this time.

Q. Okay. That's fair.

If you turn to page 5 of your testimony, please, and at the very bottom there, I guess lines 20 and 21, you have listed the rates that you have -- you want to include in the TCCF agreement for manual and electronic processing; right?

A. Yes.

Q. Are those the same rates that you discussed with Ms. Welch during the negotiations?

A. No, they are not.

Q. Okay. The rates that you have proposed here are different and they're lower, aren't they, than

what you discussed in the negotiations?

A. Yes, they are.

Q. Okay. During the negotiations, did you ever advise Ms. Welch or anybody else at TCCF that the rates that you were discussing in the negotiations were subject to change?

A. I'm sorry. What I stated to Ms. Welch during the negotiations was that the OSS rates I was proposing were interim rates that would be subject to true-up once we had final rates available.

Q. In any of the language that was passed back and forth between TCCF and BellSouth on this issue, does any of that language refer to any sort of true-up?

A. Just a minute. I'm reviewing.

Q. Okay.

A. Yes, there was some language that included true-up language.

Q. And what language was that? When was that submitted?

A. This was language that was proposed on August 11th.

Q. I want to go back for a minute to the discussion we were having earlier about non-discriminatory access to the electronic

interfaces. Can you define for us what you think non-discriminatory access is?

A. No, I don't have a definition.

Q. So then how do you know that that's what's being provided to the resellers?

A. That's not my area, and as I stated before, I made that statement based on testimony from other BellSouth witnesses who deal with the OSS issue.

Q. Do you know whether the OSS that's out in the field that the resellers are trying to use actually works?

A. BellSouth states that it does work in testimony.

Q. Do you know, Ms. Arrington, if it actually works?

A. I have no reason to doubt that it does.

Q. Do you know if it actually works or not, of your own personal knowledge?

A. I have not actually used it, no.

Q. Have you talked to any resellers regarding their experiences with BellSouth's OSS systems in the field?

A. I don't recall any specific conversations that I may have had. I do talk with a number of my customers about OSS, what systems we have available.

Q. So is your answer that you have or you have not spoken specifically with resellers about their experiences with the OSS in the field?

A. I don't recall any specific conversations.

Q. So I guess you really don't know what kind of experiences the resellers are having out there; right?

A. I don't have any direct knowledge.

Q. Do you know the type of OSS systems that BellSouth's employees use when they process retail orders?

A. I'm familiar with the names of those systems, but I don't have any knowledge how they work.

Q. Okay. Tell me what systems you think BellSouth personnel use when they process retail orders.

A. I'm referring to -- I believe it's RNS, DOES, SONGS, those types of systems.

Q. Okay. RNS, DOES, SONGS.

Any other systems?

A. Those are the only ones I recall right off the top of my head.

Q. Can you tell me what the RNS system does?

A. It has to do with ordering for residential services, I know that, but that's about all I know

about it.

Q. That's the system that retail reps use to place residential service orders?

A. Yes.

Q. What about DOES, what does that do?

A. I'm not exactly sure what DOES and SONGS do.

Q. Do you know the order flow-through rate for any of those systems?

A. I do not.

Q. Okay. What OSS systems have been provided to the resellers?

A. BellSouth makes EDI, TAGS, and LENS available and TAFI.

Q. What does EDI do?

A. It's a pre-order -- pre-order and ordering.

Q. Pre-order and ordering?

A. Yes.

Q. Okay. What about TAG?

A. Same. They're all ordering interface.

Q. TAG is the same as EDI?

A. They do an ordering interface.

Q. I'm sorry. I thought you said EDI was for pre-order and ordering; right?

A. Yes.

Q. And is TAG for pre-order and ordering as

well?

A. Yes, it is.

Q. What about LENS?

A. I'm not -- I don't know if it's an ordering interface.

Q. What about TAFI?

A. TAFI is for maintenance and repair.

Q. Do you know the order flow-through rate for any of those systems?

A. No, I do not.

Q. Have you ever visited one of BellSouth's processing centers, either -- I guess you're in Atlanta or the Birmingham center?

A. No, I have not.

Q. Have you ever reviewed any processing statistics that compare flow-through rates for retail orders versus ALEC orders?

A. No, I have not.

Q. Why is it that the rates changed between your negotiation discussions and your Commission filing for the OSS charges?

A. During negotiations, we did not have cost studies that were available. Cost studies came out prior to my direct testimony being filed.

Q. Do you have any knowledge as to how the

charges that you have in your testimony were developed?

A. Just based on what's been filed by Ms. Caldwell in this proceeding.

Q. Okay. So in that regard, you are relying on Ms. Caldwell to support those charges?

A. Yes. She is the cost witness.

Q. Is BellSouth planning to try to impose these charges on all ALECs in its nine state region?

A. We are negotiating these types of rates with all ALECs in all nine states.

Q. We took Ms. Caldwell's deposition -- I guess it was last week -- and she referred several questions to you, so I want to ask you those before I forget.

A. Okay.

Q. As I understand her testimony, part of what she did in figuring out these per order charges involved a projection of the volume of orders across the nine state region. And I believe that she testified that to the extent BellSouth processes more orders than are projected, the actual charge would be less than what she's computed.

Does that sound right to you?

A. Yes.

Q. Is there any provision that you're aware of

in any of the language you've proffered to TCCF for making some sort of adjustment if the charges turn out to be less than what you've projected?

A. No. There's no provision in the language that is provided to TCCF.

Q. So if they were to agree to your charges, they could actually end up paying more than what it's costing BellSouth; right?

A. Ms. Caldwell's cost studies were based on a three-year assumption. The proposed agreement that we have for TCCF is a three-year agreement.

Q. But if your order number or Ms. Caldwell's order number projections are incorrect and the number of orders increase, you are going to be applying a charge that's too high; isn't that right?

A. We would adjust the prices to ensure that we didn't over-recover our costs.

Q. But there's no language in the agreements for any adjustment; right?

A. Not today.

Q. Ms. Caldwell also talked a little bit about the fallout rates, and for purposes of our discussion, by that, I want to confine it to orders that fall out of the electronic processing system for whatever reason. Do orders fall out of that system due to

BellSouth errors?

A. That's an OSS-type question that would be directed to our OSS witness, Mr. Pate.

Q. So you don't know if orders fall out due to BellSouth errors?

A. I don't know what the reasons for the fallout are.

Q. Okay. Doesn't the cost study assume that all orders fall out due to ALEC errors?

A. I don't know.

Q. Who would know the answer to that question? Ms. Caldwell referred it to you.

A. Our OSS witness would be able to tell.

Q. That would be Mr. Pate?

A. Yes.

Q. I think you said that you do have some current agreements now that have these OSS charges in them; right?

A. That's correct. I'm sorry. When I say current OSS rates, I mean we have OSS rates, not necessarily the rates that we have proposed here to TCCF.

Q. There would probably be some sort of interim rate?

A. Yes, it would be the interim rate, such as

the true-up.

Q. Okay. And that interim rate is higher than what your cost studies have shown?

A. Yes.

Q. Are you going to adjust the rates of those other ALECs now that you know those rates are too high?

A. Yes.

Q. And how are you going to do that?

A. We will notify the CLECs -- or the ALECs that we have a lower rate and do amendments to their agreements.

Q. When will you be doing that?

A. It's been an ongoing process.

Q. Are you gonna make a refund for the rates that were too high?

A. We haven't been billing any of these rates.

Q. That's right. I'm sorry. That's what you said.

Okay. I want to switch gears and talk a little bit about ESSX for a minute. And, essentially, if I understand your testimony, Ms. Arrington, you make the same argument that I discussed at some length with Mr. Hendrix and that is that TCCF was not entitled to resell ESSX after May 30th, 1996, because

the service was grandfathered; is that right?

A. That's correct.

Q. On page 8 of your testimony, you say that BellSouth incorrectly permitted TCCF to resell ESSX. Can you tell me who at BellSouth first came up with that view or that position?

A. I'm sorry. Could you --

Q. On page 8 of your testimony, I'm just paraphrasing, but you say that actually, at line 3, BellSouth incorrectly permitted TCCF to resell ESSX after the service had been grandfathered. Do you see that? It's lines 3 to 5.

A. There were discussions with a number of people. I think the ultimate decision was made by Jerry Hendrix.

Q. Who else was involved in making that decision?

A. I really don't know who. Our attorneys were involved.

Q. Uh-huh. So was that essentially a position that was communicated to you and now you've put it in your testimony?

A. I was involved in some of the discussions. I took it to Jerry and he discussed it with the attorneys.

Q. So Mr. Hendrix, yourself, your attorneys, and some other people that you cannot identify were involved in making this -- coming to this position?

A. Yes.

Q. Let's see.

Do you agree with Mr. Hendrix that this position was never communicated to TCCF until the filing of your testimony in this case?

A. Yes.

Q. Now, you say on page 8 that if the Commission requires you to allow TCCF to resell ESSX, you're gonna have to make that service available to all ALECs.

A. Yes.

Q. It's on page 8, lines 15 to 16.

A. Right.

Q. What's the basis for that statement?

A. The provisions that we agree to within ALEC becomes available to any other ALEC case.

Q. Would the same be true if you entered into some sort of a contract service arrangement?

A. Contract services arrangements are available for resale.

Q. I know you were present when Ms. McKinney was asking Mr. Hendrix earlier if he would consider

entering into some kind of a special contract arrangement to resolve this ESSX issue.

A. Yes.

Q. If that were to happen, would you have to make that same arrangement available to all ALECs?

A. Yes, we would.

Q. And on page 9 of your testimony starting at line 6, you talk about the fact that the Commission has held an arbitration proceeding and dealt with this grandfather issue. Is that the same proceeding that Mr. Hendrix referred to?

A. Yes, it is.

Q. I want to understand a little bit what BellSouth's position is on these OSS charges, and back on page 3 of your testimony, am I understanding that you are willing at this time to agree to the language in item U, which appears on page 6 of Ms. Welch's direct testimony? We all have to flip to that.

A. You lost me.

Q. Okay. If you have Ms. Welch's testimony, turn to page 6.

A. I'm sorry. I thought you were on my --

Q. Well, I am, but you're gonna have to look at both documents.

A. Okay.

Q. Okay. So do you have her testimony at page 6 starting at the top?

A. Yes.

Q. And you see item U there?

A. Yes.

Q. At this point in time, is BellSouth willing to agree to the language in item U?

A. For the state of Florida.

Q. For the state of Florida.

And the inclusion of item U would not require the inclusion of any chart for OSS charges; right?

A. Not at this time. However, the language states that the rates for the electronic interfaces are established parties in these dockets. Those rates will be applied to Telephone Company of Central Florida.

Q. I understand. But right now, no such rates have been established in those dockets; right?

A. We have not negotiated rates for those parties at this time.

Q. Okay. Now, on September 24th, if you flip the page of Ms. Welch's testimony there, TCCF submitted some language that's very similar to item U that we just looked at on the prior page.

A. Yes.

Q. Okay. Now, this is when I have to flip back to your testimony, and as I understand it, you said that BellSouth rejected that language because it wouldn't allow you to recover your OSS costs; is that right?

A. One minute, please.

Q. I'm sorry?

A. Just a minute, please.

Q. Okay.

A. So I can read.

Q. Yeah. I know you have to look at several documents.

MS. KEYER: Vicki, are you referring to page 3 of her testimony?

MS. KAUFMAN: I'm referring to page 7 of Ms. Welch's direct testimony.

THE WITNESS: What page are you referring me to in my testimony?

BY MS. KAUFMAN:

Q. Okay. I knew you were gonna ask me that, so I'm gonna have to look. Maybe it's in your rebuttal. Okay. I'm sorry. Ms. Arrington, it's actually in your rebuttal testimony.

A. Okay.

Q. I should have said that. And it's on page 4.

A. Okay.

Q. And, actually, on page -- beginning on the bottom of page 3, you say that the September 24th language, which we just looked at in Ms. Welch's testimony, was rejected because it prohibited BellSouth from recovering OSS until such time as the state commission established rates.

A. Yes.

Q. Okay. But doesn't that language that we just looked at in Ms. Welch's testimony say that you will be able to recover those costs when they are established by the various commissions?

A. Yeah, but it goes back to the order in which the Commission stated that there may be both electronic and manual charges that may be recoverable costs to BellSouth. BellSouth's language includes both an electronic and a manual charge.

Q. Your item U, is that what you are referring to when you say BellSouth's language?

A. Yes. I'm sorry.

Q. Okay. Let's take a look at that. This is on page 6 of Ms. Welch's direct testimony, and in that paragraph, can you point to me where that language

includes a manual processing reference?

A. It's by reference to those docket numbers.

Q. I'm sorry. By -- say that again.

I mean, when I read that, the very first sentence says, BellSouth has developed electronic interfaces. Later, the third sentence says, there will be no charge for use of electronic interfaces when rates are established for electronic interfaces in dockets number such and such.

Where does that paragraph say anything about manual rates?

A. It's not mentioned specifically in this paragraph, but if you go back to the Commission's order that encouraged the parties to go and negotiate these rates, the Commission did mention that it may be both manual and electronic charges that may be recoverable to BellSouth. BellSouth would propose both a manual and an electronic.

Q. Okay. Still on that same page, page 6 of Ms. Welch's testimony, beginning at line 10, the language that, I guess, BellSouth proffered says, when rates for the use of the said BellSouth electronic interfaces are established in dockets number, et cetera, they'll be applied.

And is it your testimony that that is

supposed to include manual charges as well?

A. We would negotiate both an electronic rate and a manual rate with those parties.

Q. And where -- I'm sorry if I'm being dense -- where in this language does it make any reference to negotiating a manual rate?

A. It's not explicit in this language. It goes back to the Commission's order.

Q. It's not implicit either, is it? I mean, there's no implicit or explicit reference here to manual processing, is there?

A. (No oral response.)

Q. Are you thinking about that? I'm sorry.

A. No. I said, yes, it is.

Q. And just tell me once more where that -- you think it's because there's a reference to those docket numbers, even though that whole sentence only talks about electronic interfaces?

A. It does incorporate the reference to those dockets, which would take you back to the Commission's order in which it stated both a manual and electronic charge which encouraged the parties to negotiate those rates.

Q. How come you didn't include that in the sentence that says -- why didn't you say, when rates

for the use of the said BellSouth electronic interfaces and manual processing are established?

A. You could certainly add that to make it very clear.

Q. It would make it a lot clearer, wouldn't it?

A. We can include that.

Q. Well, I think we have a fundamental disagreement on that, but I just wanted to know if you thought that would make it clearer as to what you were trying to say.

I'm gonna look at still, I guess, in your rebuttal testimony, page 5, starting with the question that's on line 7, you are taking issue with Ms. Welch's statement that BellSouth hasn't -- that BellSouth has chosen consciously to not provide resellers access to its existing systems.

A. Yes.

Q. Do you disagree with her statement? Do you think that resellers do have access to existing BellSouth systems?

A. It's my understanding that we made the offer to make those systems available to some ALECs and they were not interested.

Q. Who did you make that offer to?

A. It was my understanding. I don't know

exactly who -- what parties that was made to.

Q. Have you ever offered to TCCF to allow them to use BellSouth's existing systems?

A. I don't know that that's ever been an offer.

Q. Well, wouldn't you know since you're the lead negotiator in this matter?

A. I don't know that TCCF ever requested access to our systems.

Q. If they did, would that be something BellSouth would be agreeable to?

A. We'd certainly look into it if TCCF wanted to pay for it.

Q. And I guess I'm confused.

What is it they would have to pay for if the systems are already existing and in use by BellSouth?

A. I don't know exactly what they'd have to pay for. I understand that there would have to be some work done to provide TCCF access to those systems and TCCF would be responsible for the costs. Mr. Pate could probably better explain what that would entail.

Q. Okay. So you don't know what they'd have to pay for, but they'd have to pay for something, huh?

A. I would think that there would --

MS. KEYER: I'm gonna object to the form of that question.

BY MS. KAUFMAN:

Q. Okay. You can answer, Ms. Arrington. You don't know what they would have to pay for, but you know they would have to pay for something; is that correct?

A. There would be costs associated with opening our systems up to an ALEC.

Q. Ms. Arrington, have you been involved in any way in dealing with TCCF's attempt to resell ESSX service under its current agreement?

A. I'm not involved with the operations or the provisioning of that type of service.

Q. Okay. So you don't know whether the problems that have been discussed are in BellSouth's corner?

MS. KEYER: I don't understand that question.

BY MS. KAUFMAN:

Q. Okay. So, Ms. Arrington, you don't know if the problems that TCCF has had with ESSX are the fault of BellSouth?

A. I'm aware that there have been some problems in provisioning the ESSX. It's my understanding that there were problems on both sides, but I was not involved in any of the provisioning of ESSX.

Q. What kind of problems have there been on the BellSouth side that you're aware of?

A. It's my understanding that TCCF requested ESSX service and requested -- or ESSX to be provisioned in a non-standard format, I think is the way Mr. Cathey couched it in his testimony, or there were some problems associated with obtaining that piece of the ESSX, and TCCF was compensated for those problems.

Q. And your understanding of that is based on Mr. Cathey's testimony?

A. Yes.

Q. I talked with Mr. Hendrix about the May 11th, 1998 conference call which began the renegotiation with TCCF. Were you on that call?

A. Yes, I was.

Q. Was anybody else on that call for BellSouth besides you and Mr. Hendrix?

A. No, there was not.

Q. On that call, did BellSouth discuss with Ms. Welch the possibility of offering MultiServ to TCCF as a replacement for ESSX?

A. MultiServ is the replacement for ESSX now that it's grandfathered.

Q. Was there a discussion on that call about

allowing TCCF to resell MultiServ rather than ESSX under the new agreement?

A. Yes.

Q. And was there discussion about the fact that that would be a possibility if TCCF would keep the arrangements confidential?

A. No.

Q. You don't recall that discussion?

A. No, I don't.

Q. Okay. Did you participate in a second conference call between TCCF and BellSouth regarding the renegotiations?

A. There were numerous conference calls. I'm sure I did.

Q. Okay. Do you recall a discussion on any conference call about TCCF being permitted to resell MultiServ at the ESSX price if they would agree to keep it confidential?

A. No, I do not remember that.

Q. Just give me a minute here. I've kind of been jumping around. I want to make sure I haven't missed anything.

We discussed with Mr. Hendrix the fact that he no longer participated in the conference calls sometime in -- beginning in June of 1998; is that

right?

A. I believe that's the time frame.

Q. And do you know why that was?

A. I believe they pretty much narrowed down the list of issues. Ms. Welch and I had some further discussion on the OSS rates.

Q. So was it the fact that Mr. Hendrix's expertise wasn't needed any longer, or why did he stop participating?

A. I just didn't think that it was necessary that he be involved and didn't ask him to participate in the calls.

MS. KAUFMAN: Okay. Let's take maybe about five minutes, and we'll be back and see if we have anything else. Is that all right?

THE WITNESS: That's fine.

MS. KAUFMAN: Thanks.

(Thereupon, a recess was taken.)

BY MS. KAUFMAN:

Q. Okay. Ms. Arrington, let me ask you if TCCF assumes a commercial contract for a customer that's on MultiServ with BellSouth that has gotten a discount from BellSouth, you know, a special contract arrangement?

A. You mean referring to like a CSA?

Q. Uh-huh.
A. Yes.
Q. Doesn't TCCF get to assume that contract with that discount?
A. Yes, they do.
Q. So that any -- you know, if a CLEC wins over that customer, any CLEC could sell at that -- whatever that discount is in the special contract; right?
A. The contract service arrangement is available for resale, so TCCF could continue to offer that CSA to that customer.
Q. Right, at the discount from the contract; right?
A. Yes.
Q. Okay.
A. They would assume the terms and conditions of that CSA.
Q. Do you have any CSAs out in the marketplace for ESSX?
A. I don't know.
Q. Who would know that?
A. I don't know exactly who handles that.
Q. We had some discussion with Mr. Hendrix about cost comparisons that were run comparing MultiServ and ESSX. Were you aware that such cost

comparisons were made by the TCCF account team?

A. I was aware of the fact after they had been prepared.

Q. Did you review them?

A. They sent me a copy of them.

Q. Did you look at them?

A. I've looked at them. It's hard for me to tell exactly what they know.

Q. What was the purpose, in your mind, of doing those cost comparisons?

A. I don't know what reason they were done for. They were done by the account team and, as I said, I was made aware of them after the fact.

Q. Did they show you a substantial difference between the price of ESSX and MultiServ?

A. I didn't understand the price-out, so I couldn't make a determination of what they indicated.

Q. You didn't understand the cost comparison between ESSX and MultiServ that the account team provided you?

A. No, I did not.

MS. KAUFMAN: I think we're done.

Thank you, Ms. Arrington.

MS. McKINNEY: Mary, I was waiting on you.

MS. KAUFMAN: June, do you have any?

MS. McKINNEY: Yes, I have several questions.

MS. KAUFMAN: Wait, wait, wait. June, we're hearing some music. Or, somebody, we're hearing music. Sorry.

MS. McKINNEY: We hear music, too.

MS. KAUFMAN: Okay. It's not us. We're very serious here.

CROSS-EXAMINATION

BY MS. McKINNEY:

Q. Ms. Arrington, can you hear me?

A. Yes, I can.

Q. Okay. How are you doing?

A. Fine. Thank you.

Q. Do you have your direct with you?

A. Yes, I do.

Q. Could you turn to page 6?

A. Yes, I can.

Okay. I'm there.

Q. And look at lines 12 and 13.

A. Yes.

Q. You state that new services replaced existing services that are grandfathered; isn't that correct?

A. New service -- yes.

Q. In your opinion, is MultiServ a perfect substitute for ESSX?

A. I guess it's my understanding that MultiServ was developed to replace ESSX when it became grandfathered.

Q. Are you saying that is a replicate, so it is a perfect substitute of ESSX?

A. It's not an exact replicate, but it is a replacement for ESSX.

Q. What are some of the differences between ESSX and MultiServ?

A. I don't know the specifics of the differences. I know there is a difference in the way the service is packaged and that the MultiServ is more customer focused, it's easier to order, but that's about the extent of the differences that I know about between the two services.

Q. What do you mean that it's more customer focused and easier to order?

A. I think, as Mr. Hendrix pointed out in his testimony, ESSX has --

Q. Ms. Arrington, I couldn't hear you. You faded out.

A. I'm sorry.

Q. Could you answer that again, please?

A. Certainly.

Mr. Ripper pointed out in his testimony there are fewer USOCs associated with ordering MultiServ. ESSX has something like 800 -- or 1800 USOCs and I think MultiServ has about 400 USOCs.

Q. Could you also look on page 6, lines 20 through 24?

A. Okay.

Q. You testified that subscribers like TCCF are able to maintain their ESSX service for the duration of pricing arrangements until their contract expires; isn't that correct?

A. Yes.

Q. What are the different kinds of subscribers that BellSouth has?

A. We have some ESSX subscribers who are on a month-to-month basis for the service and we have other agreement -- other customers, such as Telephone Company of Central Florida, who do a term arrangement for ESSX.

Q. On line number 20, there's a phrase, quote -- it's in the middle of a sentence -- it says, under a tariff pricing arrangement. Could you please explain what you meant by that?

A. Yes. There are some rates listed in the

tariff. There's a rate schedule for the ESSX tariff. We have a month-to-month rate. We also have rates for a 36- to 59-month plan as well as a 60- to 120-month plan. That's just an example.

Q. Could you explain to me, is a tariff pricing arrangement the same with the wholesale discount pricing for resale agreements?

A. I don't understand your question.

Q. Are you familiar with what wholesale discount pricing is?

A. A resale discount that's applied to a retail service.

Q. And would it be the same for the tariff pricing arrangements?

A. The discount would be applied on top of the tariffed rates.

Q. Thank you.

Could we turn to page 8 now of your testimony?

A. Yes.

Q. Could you please look at lines 1 through 3?

A. Yes.

Q. You testified that BellSouth agreed with TCCF to purchase ESSX for resale for 73 months; isn't that correct?

A. Yes.

Q. In your opinion -- or is it your opinion -- excuse me -- that TCCF knew that it would resell ESSX service for only two days, that being May 29th and 30th?

A. I wasn't involved in negotiations at that time. I wasn't even in this group. But at the time they signed the 73-month pricing arrangement, they got a pricing benefit based on that arrangement.

Q. I hear music again.

Okay. Ms. Arrington, are you there?

A. Yes, I'm here.

Q. Okay. Just checking.

Could you refer to lines 3 to 5 on page 8?

A. Yes.

Q. You testified that BellSouth incorrectly permitted TCCF to resell its ESSX service that was grandfathered for two years; isn't that correct?

A. We incorrectly permitted TCCF to resell the service after it had been grandfathered.

Q. And how did that come about and for how long a period of time?

A. Since the service was grandfathered on May 30th, 1996.

Q. On page 8, could you refer to lines 5

through 7 --

A. Yes.

Q. -- where you stated that TCCF should not have been allowed to resell new customers after May 30th, 1996?

A. Yes.

Q. To the best of your recollection, how many ESSX contracts had TCCF resold to new customers since May 30th, 1996?

A. I don't know.

Q. Do you know who the person would be who we would need to speak to to get that information?

A. Mr. Cathey could probably give you that information.

Q. Was the BellSouth TCCF resale agreement amended to allow such resale after May 30th, 1996?

A. No, it was never amended to include that.

Q. Did BellSouth ever inform TCCF at any time between May 30th, 1996, and the new agreement negotiation that TCCF was not allowed to resell grandfathered services to new customers?

A. No.

Q. Could you refer to lines 10 and 11 where you state that, however, TCCF may not resell this grandfathered service to new customers?

In your opinion, what is the -- let me withdraw that. Hold on a minute. I need to rephrase that. I'm gonna withdraw that question, but I would like you to turn to page 9 of your testimony, please.

A. Yes.

Q. And refer to lines 4 through 9 where you testified that the BellSouth tariff, Commission Order No. PSC 96-1579-FOF-TP, in its agreement with TCCF, all preclude TCCF from reselling grandfathered service to new customers. I have several questions pertaining to that.

A. Okay.

Q. To the best of your recollection, has TCCF resold any grandfathered ESSX service to any new customer when Order No. PSC 96-1579-TP was issued on December 31st, 1996?

A. One minute, please. I'm trying to catch up with where you are.

Q. No problem.

MS. KEYER: What page were you --

MS. McKINNEY: Page 9.

MS. KEYER: I don't see that on page 9.

MS. McKINNEY: Okay. Let me double-check and make sure I'm referring to the right one.

MS. KEYER: Okay. We have it. It looks

like it's page 11 of the rebuttal.

MS. McKINNEY: I'm sorry.

MS. KEYER: That's all right.

MS. McKINNEY: Let me correct it for the record that we're referring to page 11 of the rebuttal.

BY MS. McKINNEY:

Q. Do you see it, Ms. Arrington?

A. Yes.

Could you repeat the question?

Q. Yes, ma'am.

To the best of your recollection, had TCCF resold any grandfathered ESSX service to any new customer when Order No. PSC 96-1579-TP was issued on December 31st, 1996?

A. I don't know. Mr. Cathey would be able to answer that.

Q. Hold on a minute, please.

Ms. Arrington?

A. Yes.

Q. Is it your testimony that BellSouth normally allowed TCCF to resell grandfathered ESSX service to new customers?

A. Could you repeat the question?

Q. Sure, ma'am.

Is it your testimony that BellSouth knowingly allowed TCCF to resell grandfathered ESSX services to new customers?

A. We didn't knowingly allow it. It was an error.

Q. And when was the error discovered, ma'am, approximately?

A. In preparation for this hearing.

Q. Could we look at your rebuttal, please?

A. Yes.

Q. Page 9, line 25 and page 10, lines 1 through 3, in that, you state that the current contract precludes this resale of grandfathered services and, therefore, once BellSouth ESSX service was grandfathered, BellSouth was no longer obligated to make this service available to TCCF for resale to new customers.

A. Yes.

Q. In your opinion, why did BellSouth allow TCCF to resell the grandfathered ESSX to new customers?

A. As I said before, it was an error. I don't know how --

Q. Also on page 10, could you refer to lines 14 and 16 -- 14 through 16 -- excuse me -- where you

state that the FCC order determined that grandfathered services are available for resale for the purpose of serving grandfathered customers?

A. Yes.

Q. Pertaining to that, is it your opinion, Ms. Arrington, that if BellSouth had completed installation on more of the resell orders requested by TCCF, that these accounts will still be grandfathered in the new agreement?

A. If I understand your question, you're asking for those ESSX customers that have been provisioned with ESSX service under TCCF's agreement, would they be considered grandfathered customers under their current agreement; is that what -- the question you're asking?

Q. Yes, with the new agreement after BellSouth has completed the installation of the resale orders.

A. Yes, on a going forward basis, the tariff that grandfathered the service, existing ESSX arrangements -- for customers who are on existing ESSX arrangements are allowed to remain on those arrangements for the duration of their term, a 73-month period.

Q. On page 11, Ms. Arrington, lines 11 through 12, you testified that BellSouth should not be

required to provide MultiServ at anything less than the tariff rates less the wholesale discount; is that correct?

A. That is correct.

Q. What is the resale rate differential between ESSX and MultiServ?

A. The discount rate is the same. It's applied on top of the rates for MultiServ or for ESSX.

Q. Are you the individual that determines the rate differential amount?

A. That rate was set by the Florida Commission.

Q. Could you refer to lines 14 and 15 --

A. Yes.

Q. -- where you state that it is inappropriate to require BellSouth to offer MultiServ at the same price points as ESSX?

A. Yes.

Q. Is it your opinion that ESSX and MultiServ are perfect substitutes?

A. I would not say they're perfect substitutes. MultiServ replaced ESSX.

Q. Do you have Mr. Ripper's direct testimony with you?

A. Yes, I do.

Q. If you could get that, please.

A. Sure.

Q. I need you to turn to page 12.

A. Yes.

Q. Line 5, on that line, Mr. Ripper states that the cost is the primary drawback to this service. Is it your opinion that by this service, Mr. Ripper is referring to MultiServ?

A. I would assume that.

Q. Will you agree that if the cost of ESSX and MultiServ were the same, that TCCF may be amicable to replacing ESSX with MultiServ?

A. Yes, I would agree.

Q. And could you also look at Mr. Ripper's testimony on that same page, page 12, lines 8 through 11, that state that BellSouth should offer TCCF a special contract based on term and volume commitment at the same price points as ESSX?

Do you have opinions pertaining to that comment?

A. I don't think it's appropriate for BellSouth to offer its MultiServ service at the same rates as ESSX.

Q. Is it your opinion that BellSouth would be amicable to offering TCCF a special contract based on term and volume commitment at the same price points as

ESSX?

A. We would certainly entertain your contract service arrangement with TCCF. I don't know that it would be based on the ESSX price points.

MS. McKINNEY: If you could hold on a minute, please, Ms. Arrington for me to confer with staff.

THE WITNESS: Sure.

MS. McKINNEY: Thank you.

Ms. Arrington? Ms. Arrington? I can't hear you, Ms. Arrington. Are you there?

Anybody there?

MS. KAUFMAN: I'm here, June.

MS. McKINNEY: Okay.

That was Vicki?

MS. KAUFMAN: Yep.

MS. McKINNEY: Okay.

Ms. Arrington?

MS. KAUFMAN: She left. No. I don't know.

MS. McKINNEY: Okay. Were they disconnected?

MS. KAUFMAN: Maybe they have it on mute.

MS. McKINNEY: Oh.

MS. KAUFMAN: I don't know.

MS. McKINNEY: Ms. Arrington? I can't hear

you, Ms. Arrington. Are you there?

THE WITNESS: I'm sorry. I accidentally hit the wrong button.

MS. McKINNEY: No problem. I just wanted to make sure you were still with us.

THE WITNESS: We're back.

BY MS. McKINNEY:

Q. We had a deposition earlier of Daonne Caldwell and she referred several issues to you, so I'm gonna ask you pertaining to what she said you would have knowledge of.

Ms. Arrington, which state is BellSouth currently processing the most LSRs?

A. I don't have that information. I understand that that is being handled as a late filed.

MS. KEYER: I'm not sure that's right, June.

THE WITNESS: I don't have that information.

MS. KEYER: I don't think that was a late filed. I can't remember.

MS. McKINNEY: It was not a late filed.

THE WITNESS: I'm sorry. There's another one that Mary told me was a late filed.

BY MS. McKINNEY:

Q. Do you have access to that information, Ms. Arrington?

A. No. That's not one of my issues. That would be more appropriate for Ron Pate.

Q. Okay. What about, how many local service requests does BellSouth receive per month from Florida ALEC?

A. That would be another one for Mr. Pate.

Q. And if an order is sent from ALEC to BellSouth electronically, the BellSouth system requires BellSouth to process the order manually, what rate would BellSouth charge the ALEC?

A. I understand that they're charged the electronic rate.

MS. McKINNEY: I have no further questions for you, Ms. Arrington.

Thank you.

MS. KAUFMAN: Can I ask a couple of follow-ups, please?

REDIRECT EXAMINATION

BY MS. KAUFMAN:

Q. In response to that last question Ms. McKinney asked you, Ms. Arrington, you said that if an order drops out -- to paraphrase, I guess -- due to some error on BellSouth's part, the ALEC will be charged the electronic rate; is that right?

A. I believe the question was if it's submitted

electronically and it falls out and has to be processed manually, then the electronic rate would apply.

Q. Okay. Well, I didn't understand you to say that.

So are you gonna apply the electronic rate any time an order falls out of your electronic system and has to be processed manually or are you only gonna do that if it is an error on BellSouth's part?

A. Mr. Pate can better explain what is meant by fallout, what that entails, but it's my understanding, though, that if the order can be submitted electronically but falls out to be processed manually, the electronic charge would apply.

Q. And it would apply no matter why the order falls out of the electronic system?

A. That's my understanding, but as I stated, Mr. Pate could probably address that.

Q. And one more question.

Do you know what the range of discounts is that BellSouth offers to its retail customers in the various CSAs that it has in the marketplace?

A. No, I do not.

Q. Who would know that?

A. I don't know.

MS. KAUFMAN: Okay. Thank you. That's all I had.

MS. KEYER: I have one follow-up.

This is Mary Keyer.

RECROSS-EXAMINATION

BY MS. KEYER:

Q. Ms. Arrington, you were asked questions about -- I believe both you and Mr. Hendrix were asked a question about a statement made in keeping -- to TCCF about keeping some information confidential or about offering some rates to TCCF if they'd be confidential. Did BellSouth have any conversations with TCCF about confidentiality?

A. During negotiations, there was -- there was an occasion during negotiations when Jerry and I did ask Telephone Company of Central Florida if they would keep the negotiation conversation confidential, and that was done -- something that was done from time to time during negotiations.

It was done specifically on this instance because Telephone Company of Central Florida had shared with us a copy of a complaint that they intended to file with the Florida Commission. The issues in the complaint were outside of the issues that we were negotiating at that time. And just to

keep the negotiations separate from the complaint, we asked that all the discussion during the negotiation be kept confidential. That was the extent of those discussions.

MS. KEYER: That's all I have.

MS. KAUFMAN: Want to go off the record for a minute?

(Discussion held off the record.)

MS. KAUFMAN: We've agreed that Ms. Arrington will provide her one late filed exhibit on Tuesday, the 19th.

And I think that that concludes her deposition.

(Witness excused.)

(Thereupon, at 12:56 p.m., the deposition was concluded.)

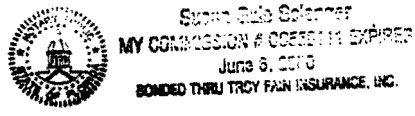
CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF MARION)

I, the undersigned authority, certify that SUSAN ARRINGTON personally appeared before Mary R. Banick, Notary Public, in and for the State of Georgia at Large, and was duly sworn by Ms. Banick.

WITNESS my hand and official seal this 18th day of January, 1998.

Susan Gale Salenger, RPR
Notary Public-State of Florida



C E R T I F I C A T E

STATE OF FLORIDA)
COUNTY OF MARION)

I, SUSAN GALE SALENGER, Registered Professional Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing deposition in stenotype; and that the foregoing pages, numbered from 1 to 71, inclusive, are a true and correct transcription of my shorthand notes of said deposition.

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.

The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or direction of the certifying reporter.

Dated this 18th day of January, 1998.

Susan Gale Salenger

Susan Gale Salenger, RPR

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FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 17
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DATE: 1-22-99

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

F.1.61 OSS Electronic Interface, Per Local Service Request – Development and Implementation
F.1.62 OSS Electronic Interface, Per Local Service Request – Ongoing Processing
F.1.7 Manual Processing, Per Local Service Request

Service Description

I. OSS Electronic Interface (F.1.61 and F.1.62):

A. Interactive Ordering (Pre-ordering and Ordering):
BellSouth will provide Alternative Local Exchange Carriers (ALECs) access via mechanized interfaces to certain operational support systems (OSSs). The interactive Pre-Order activities revolve around telephone number reservation, address validation, switch feature and service verification, and due date calculation. ALEC access to Customer Service Records (CSRs) will allow ALECs to increase the accuracy of orders by using existing name, address, directory, and line features and service options information.

The Order processes facilitate interactive order entry, order status inquiry, and supplemental order entry. The ALECs will be allowed to access the BellSouth Internal Network with a single log-on. The ALEC is then authorized to access the Electronic Interfaces to perform Interactive Pre-Ordering and Ordering functions. The Electronic Interfaces manage the sending and receiving of data to and from the BellSouth Operational Support Systems (OSSs).

To complete either Interactive Pre-Ordering or Ordering, several systems are typically accessed. The output from one system is often the input to the next. By building an interface in front of the Legacy Systems (BellSouth existing systems), the ALEC is not required to use manual processes to move the input from one system to another. Two primary interfaces, Telecommunications Access Gateway (TAG) and Local Exchange Navigation System (LENS), process Pre-Ordering Transactions and Local Service Requests (LSRs) and both pass the transactions to the Legacy Systems and the LSRs to Local Exchange Ordering (LEO), the database system for ALEC service

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Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

orders. Electronic Data Interchange (EDI) is another key interface available to ALECs to submit LSRs directly into LEO. The Legacy Systems process the transactions and provide the results back to LENS so it can be presented to the ALECs. LEO passes LSRs to the Local Exchange Service Order Generator (LESOG) and the BellSouth Service Order Generator (BSOG) so a mechanized service order can be generated and sent to Service Order Communications System (SOCS) for processing.

B. Trouble Maintenance and Repair:
Trouble Entry encompasses two newly developed interfaces, Trouble Analysis Facilitation Interface (TAFI) and Electronic Communications Trouble Administration (ECTA) systems. These interfaces allow ALECs access to BellSouth's online trouble maintenance and reporting systems. ALECs can mechanically process their customers' local access plain old telephone service (POTS) trouble reports with the same capabilities as the Call Receipt function performed in BellSouth's Residence Repair Center (RRC) and Business Repair Center (BRC). Trouble reports that cannot be resolved via the ALEC TAFI or ECTA processes will be forwarded to the appropriate Maintenance Administrator (MA) screening pool for manual analysis and processing. This is identical to the procedures employed by the BellSouth RRC and BRC organizations.

II. Manual LSR Processing (F.1.7):
BellSouth will provide the ALECs the option of submitting LSRs manually. LSRs not submitted through a BellSouth Electronic Interface, as described earlier, will be considered a manual LSR. The ALEC will complete an Industry Standard Open Billing Forum (OBF) Version 2 Form or an approved BellSouth form. LSRs received manually by the Local Carrier Service Center (LCSC) are entered into the Local Order Number (LON) system. A Service Representative in the LCSC will manually enter the LSR information into BellSouth's Legacy (existing) service order systems. Once the Firm Order Confirmation (FOC) status is returned from the systems, this notification is faxed to the ALEC.

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

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Cost Element Descriptions:

F.1.61 OSS Electronic Interface, Per Local Service Request – Development and Implementation:
This cost element includes the nonrecurring costs for development of project requirements, program development and enhancements, and communications implementation. The computer software right-to-use fees are also included. Additionally, nonrecurring expenses to support the Electronic Interfaces are included. Support is required for the EDI, LENS, TAG, LEO, LESOG and BSOG systems to insure the proper development and implementation of ALEC functional services of Interactive Preordering, Ordering, and the TAFI and ECTA systems for Trouble Maintenance and Repair.

F.1.62 OSS Electronic Interface, Per Local Service Request – Ongoing Processing:
This cost element includes the total BellSouth labor, contracting services' labor, capital related, and computer software and hardware maintenance expenses for processing the LSRs and maintaining the Electronic Interfaces. These costs are composed of programming maintenance; communications and hardware support in addition to the capital related expenses. They also include the labor expense incurred by BellSouth's Local Carrier Service Center (LCSC) to manually process Local Service Requests (LSRs) that were submitted through the OSS Electronic Interface but dropped out of the mechanized service order flow. Additionally, the ongoing expenses to support the Electronic Interfaces are included. The support is required for the EDI, LENS, TAG, LEO, LESOG and BSOG systems to insure the ongoing ALEC functional services of Interactive Preordering, Ordering, and the TAFI and ECTA systems for Trouble Maintenance and Repair.

F1.1.7 Manual Processing, per Local Service Request
This cost element consists of the nonrecurring labor expense incurred by BellSouth's Local Carrier Service Center (LCSC) to process Local Service Requests (LSR) that are not submitted via a BellSouth Electronic Interface.

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

Models

Microsoft Excel spreadsheets were used to perform these cost analyses.
The TELRIC Calculator© was used to calculate the costs.

Study Technique

Electronic Interfaces:
The recurring costs are based on the labor requirements for BellSouth personnel and contractors responsible for the ongoing support of the computer applications, data exchange, computer hardware, internal communications network and the mechanized service order process. The vendor-installed prices for the incremental investment are identified along with their associated hardware and software maintenance expenses.

The nonrecurring costs are based on the labor requirements for BellSouth personnel and contractors responsible for developing, enhancing and implementing the computer applications, the exchange of data, internal communications network and the mechanized service order process. The software right-to-use fees are also included.

The cost study sums all the various labor hours by functional category and paybands. Vendor installed prices for investments are summed by Field Reporting Codes (FRCs). Other expenses or additives, such as hardware and software maintenance, are summed by each expense category. The resulting total labor hours, investments and other expenses are divided by the projected cumulative number of local service requests and processed through the TELRIC Calculator©.

Manual LSR Processing:
For manually submitted ALEC LSRs, the nonrecurring costs are based on the portion of a labor hour consumed on average by a Service Representative in the LCSC to manually handle a LSR. The labor hours are processed through the TELRIC Calculator©.

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

Specific Study Assumptions

OSS Electronic Interface:

- Cost is valid from 1999 through 2001for the Electronic Interface elements.
- Nonrecurring developmental and maintenance costs are included in the Electronic Interface studies.
- The OSS Electronic Interface, Per LSR-Development and Implementation element includes nonrecurring costs associated with interface development. The OSS Electronic Interface, Per LSR-Ongoing Processing includes the recurring capital and non-capital related expenses and maintenance. Additionally, the nonrecurring costs associated with fall-out orders are included in this element.
- ALECs can access LENS via Dial-up, LAN-to-LAN or the Internet. TAG access is via LAN-to-LAN or the Internet. They can access EDI via a Dial-up, a dedicated facility using LAN-to-LAN CONNECT:DIRECT data transmission software or via the Harbinger Value-Added Network (VAN). LAN-to-LAN and Dial-up are also available for Trouble Maintenance and Repair.
- The ALEC will be responsible for all charges associated with the ordering, installation of private line or dial-up circuits, related equipment and associated toll charges relative to data transmission. Therefore, these costs are not included in these studies.
- This study does not include any expenses associated with the Toll charges associated with the ALEC accessing BellSouth's internal network.
- The 1996, 1997 and 1998 capital added and other expenses relative to this project were identified and included in the Electronic Interface study. In this study, equipment that was added in 1996 will be recovered in 4.4 years ending in 2000, equipment that was installed in 1997 will also be recovered in 4.4 years ending in 2001. Four years of capital-related costs for equipment added in 1998 will be recovered through 2001. Only three years of the capital related cost for equipment placed in 1999 will be recovered, only two years of the capital related cost for equipment placed in 2000 will be recovered and only one year of the capital related cost for equipment installed in 2001 will be recovered.
- The fall-out probability utilized is 6.67%. September 1998 data demonstrates that the current fall-out rate is 15%. Improvement to a rate of 10% in 1999 and of 5% in 2000 is anticipated. Since this rate element represents recovery from 1999

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

through 2001, the average of the three years was assumed in the study ((10%+5%+5%)/3 = 6.67%).

- The labor expense for LSRs that have been processed through the mechanized systems and fall-out is calculated by multiplying the fall-out probability of 6.67% by the average time of 25 minutes or .42 hours to work a LSR manually in the LCSC.

Manual LSR Processing:

- Cost is valid from 1998 through 2000 for the manual processing element.
- The 25 minutes or .42 hours reflects the average time to handle a LSR manually. This figure is based upon year-to-date September, 1998 statistics from the LCSC for handling manual ALEC LSRs. This time requirement is projected to continue.

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

Operational Support Systems(OSS) List of Acronyms

ALPHA	Process of Assembly and Edit of Messages in CRIS
AMA	Automatic Message Accounting
ARSB	Automated Repair Service Bureau
ATLAS	Application for TN Load, Administration and Selection
BFTS	BellSouth File Transfer System
BOSIP	BellSouth Open Systems Interconnect Platform
BRC	Business Repair Center
BSDN	BellSouth Data Network
BSOG	BellSouth Service Order Generator
CABS	Carrier Access Billing System
COFFI	Central Office Feature File Interface
COMTEN	Front-end Communications Equipment which hosts CONNECT:DIRECT
CONNECT:DIRECT	Data Transmission Software Facility leased from Sterling, Inc.
COTS	Commercial Off-The-Shelf Software (i.e. PC Microsoft Office)
CRIS	Customer Records Information System
CRIS-MP	Customer Records Information System-Message Processing
CSA	Central System Administration
CSR	Customer Service Record
CSX	Dial-up Equipment to integrate analog modem & ISDN remote access to BOSIP
DBA	Database Administrator
DMZ	Interconnect Platform part between the Front-End Equipment and BOSIP
DOE/DSAP	Direct Order Entry/DOE Support Analysis
EC	Electronic Communications
EC-CPM/TA	Electronic Communications-Common Presentation Manager/Trouble Administration
ECTA	Electronic Communications Trouble Administration
EDI	Electronic Data Interchange

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

EDIC	EDI Center
EGA	External Gateway Access(for CLEC Internet, LAN-to-LAN & Dial-up)
EMR	Exchange Message Record
ETCS	Electronic Toll Collection System
EXACT	Exchange Access Control Tracking
FACS	Facility Assignment and Control System
FDDI	Fiber Distributed Distribution Interface
FTE	Full-time Equivalent
HMG	Hardware Maintenance Group(ITO)
ICM	Internal Communications Manager
ICS	Interconnection Services (BST Customer Operations Unit)
Informix	Database Manager Software
ITO	Information Technology Organization
ITOC	Information Technology Operations Center
ITOP	Information Technology Operations
JMOS	Job Management Operation System
LAN	Local Area Network
LCSC	Local Carrier Service Center
LDP	LAN Documentation Package
LEGACY	Baseline BellSouth Operational Support Systems
LENS	Local Exchange Navigational System
LEO	Local Exchange Ordering
LESOG	Local Exchange Service Order Generator
LIST	LIST Information System
LMOS	Loop Maintenance Operations System
LNP	Local Number Portability
LSA	Local System Administrator
LSR	Local Service Request
MAPS	Mechanized Accounts Payable System
MARCH	System that translates S.O. data to switch provisioning messages.
MLT	Mechanized Loop Testing

Operational Support Systems Electronic Interface and Manual Processing Cost Studies

Overview

MMA	Multi Media Access
NSWG	Network Security Work Group
OACC	Operations Analysis and Control Center
OC&C	Other Charges and Credits(bill entry)
ODUF	OLEC Daily Usage File(Billing)
OPEC	On-line Pending Edit to CRIS
OSG/PM	Operations Support Group/Project Manager
OSPCM	Outside Plant Construction Management System
P/SIMS	Products/Services Inventory Management System
PDN	Protected Datakit Network
PREDICTOR	Computer based monitoring system of messages & cable alarms.
QA	Quality Assurance
RRC	Residence Repair Center
RSAG	Regional Street Address Guide
RTOC	Real-time Operations Center
SI/IT	Systems Integration Interface Team
SME	Subject Matter Expert
SMF	System Maintenance Facility (IBM Software)
SNECS	Secure Network Element Contract Server
SOCS	Service Order Communication System
SONGS	Service Order Negotiation Generation System
TAFI	Trouble Analysis Facilitation Interface
TAG	Telecommunications Access Gateway
UNIX	Operating System Software
VAN	Value Added Network
WFA	Work Force Administration/Control

BellSouth TELRIC Calculator
Unbundled Network Cost Elements Summary Report
Florida
TSLRIC Plus Shared and Common

12/1/98

	Cost Element	Recurring	Non Recurring	Per LSR Total
F.0	Operations Support Systems (OSS)			
F.1	Operational Support Systems (OSS)			
F.1.61	OSS Electronic Interface, per local service request - Development & Implementation		$2.46	**$2.46**
F.1.62	OSS Electronic Interface, per local service request - Ongoing Processing	$2.98	$1.34	**$4.32**
F.1.7	OSS Manual Processing, per local service request		$20.08	**$20.08**

Florida

F.1.61 - OSS Electronic Interface, per local service request - Development & Implementation

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Nonrecurring Cost

	Direct Cost	Shared Cost		TELRIC
Nonrecurring Cost Development Sheet Col H	$0.4939323	$0.0000000		$0.4939323
Other Expenses				
Sys Dev/Enhance/Implem	$1.3054805	$0.0000000		$1.3054805
Other Dev	$0.2942844	$0.0000000		$0.2942844
Software RTU Fees	$0.0779566	$0.0000000		$0.0779566
Testing, Requirements Dev	$0.0684311	$0.0000000		$0.0684311
Billing Proj Mgmnt	$0.0006334	$0.0000000		$0.0006334
Billing Dev	$0.0026785	$0.0000000		$0.0026785
Trbl M&R Sys Dev	$0.0421274	$0.0000000		$0.0421274
Trbl M&R Sys Oth Dev	$0.0020673	$0.0000000		$0.0020673
Trbl M&R Sys SW RTU Fee	$0.0156247	$0.0000000		$0.0156247
Trbl M&R Sys Requirements	$0.0041654	$0.0000000		$0.0041654
Total Cost	$2.3073815	$0.0000000		$2.3073815
Gross Receipts Tax Factor			X	1.0137
Cost (including Gross Receipts Tax)				$2.3389857
Common Cost Factor			X	1.0512
Nonrecurring Economic Cost				**$2.4587418**

Florida

F.1.61 - OSS Electronic Interface, per local service request - Development & Implementation

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			A	B	C	D=AxC	E=BxC	F	G=ExF	H=D+G
Function	JFC/ Payband	JFC/Payband Description	Installation Worktime	Disconnect Worktime	Direct Labor Rate	Install Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost	Direct Cost
Sys Dev/Enhance/Implem	ITPB59	IT Pay Band 59	0.001473	0.000000	$57.92	$0.0852981	$0.0000000	1.0000	$0.0000000	$0.0852981
Sys Dev/Enhance/Implem	ITPB58	IT Pay Band 58	0.004052	0.000000	$52.44	$0.2125119	$0.0000000	1.0000	$0.0000000	$0.2125119
Sys Dev/Enhance/Implem	ITPB56	IT Pay Band 56	0.000100	0.000000	$46.03	$0.0045907	$0.0000000	1.0000	$0.0000000	$0.0045907
Billing Proj Mgmnt	ITPB59	IT Pay Band 59	0.000017	0.000000	$57.92	$0.0009928	$0.0000000	1.0000	$0.0000000	$0.0009928
Billing Proj Mgmnt	ITPB58	IT Pay Band 58	0.000035	0.000000	$52.44	$0.0018523	$0.0000000	1.0000	$0.0000000	$0.0018523
Billing Team Rep	FRPB58	Finance/Regulatory Pay Band 58	0.000005	0.000000	$48.12	$0.0002450	$0.0000000	1.0000	$0.0000000	$0.0002450
Proj Mgmnt	MKPB61	Marketing Pay Band 61	0.000405	0.000000	$67.85	$0.0274790	$0.0000000	1.0000	$0.0000000	$0.0274790
Proj Mgmnt	MKPB59	Marketing Pay Band 59	0.001030	0.000000	$55.17	$0.0568175	$0.0000000	1.0000	$0.0000000	$0.0568175
Proj Mgmnt	MKPB58	Marketing Pay Band 58	0.000439	0.000000	$49.39	$0.0216776	$0.0000000	1.0000	$0.0000000	$0.0216776
Proj Mgmnt	MKPB56	Marketing Pay Band 56	0.000401	0.000000	$43.28	$0.0173718	$0.0000000	1.0000	$0.0000000	$0.0173718
Trbl M&R Sys Dev/Implem	ITPB59	IT Pay Band 59	0.000182	0.000000	$57.92	$0.0105667	$0.0000000	1.0000	$0.0000000	$0.0105667
Trbl M&R Sys Dev/Implem	ITPB58	IT Pay Band 58	0.000125	0.000000	$52.44	$0.0065375	$0.0000000	1.0000	$0.0000000	$0.0065375
Trbl M&R Sys Dev/Implem	ITPB57	IT Pay Band 57	0.000008	0.000000	$47.82	$0.0003974	$0.0000000	1.0000	$0.0000000	$0.0003974
Trbl M&R Sys Dev/Implem	NWPB58	Network Pay Band 58	0.000037	0.000000	$50.31	$0.0018607	$0.0000000	1.0000	$0.0000000	$0.0018607
Trbl M&R Sys Dev/Implem	MKPB58	Marketing Pay Band 58	0.000017	0.000000	$49.39	$0.0008210	$0.0000000	1.0000	$0.0000000	$0.0008210
El Req/Dev Criteria	MKPB58	Marketing Pay Band 58	0.000391	0.000000	$49.39	$0.0193183	$0.0000000	1.0000	$0.0000000	$0.0193183
El Test Plans Dev	MKPB57	Marketing Pay Band 57	0.000568	0.000000	$45.08	$0.0255941	$0.0000000	1.0000	$0.0000000	$0.0255941
									Total	**0.493932286**

Function	JFC/ Payband	JFC/Payband Description	Installation Worktime	Disconnect Worktime	TELRIC Labor Rate	Install Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost	TELRIC
Sys Dev/Enhance/Implem	ITPB59	IT Pay Band 59	0.001473	0.000000	$57.92	$0.0852981	$0.0000000	1.0000	$0.0000000	$0.0852981
Sys Dev/Enhance/Implem	ITPB58	IT Pay Band 58	0.004052	0.000000	$52.44	$0.2125119	$0.0000000	1.0000	$0.0000000	$0.2125119
Sys Dev/Enhance/Implem	ITPB56	IT Pay Band 56	0.000100	0.000000	$46.03	$0.0045907	$0.0000000	1.0000	$0.0000000	$0.0045907
Billing Proj Mgmnt	ITPB59	IT Pay Band 59	0.000017	0.000000	$57.92	$0.0009928	$0.0000000	1.0000	$0.0000000	$0.0009928
Billing Proj Mgmnt	ITPB58	IT Pay Band 58	0.000035	0.000000	$52.44	$0.0018523	$0.0000000	1.0000	$0.0000000	$0.0018523
Billing Team Rep	FRPB58	Finance/Regulatory Pay Band 58	0.000005	0.000000	$48.12	$0.0002450	$0.0000000	1.0000	$0.0000000	$0.0002450
Proj Mgmnt	MKPB61	Marketing Pay Band 61	0.000405	0.000000	$67.85	$0.0274790	$0.0000000	1.0000	$0.0000000	$0.0274790
Proj Mgmnt	MKPB59	Marketing Pay Band 59	0.001030	0.000000	$55.17	$0.0568175	$0.0000000	1.0000	$0.0000000	$0.0568175
Proj Mgmnt	MKPB58	Marketing Pay Band 58	0.000439	0.000000	$49.39	$0.0216776	$0.0000000	1.0000	$0.0000000	$0.0216776
Proj Mgmnt	MKPB56	Marketing Pay Band 56	0.000401	0.000000	$43.28	$0.0173718	$0.0000000	1.0000	$0.0000000	$0.0173718
Trbl M&R Sys Dev/Implem	ITPB59	IT Pay Band 59	0.000182	0.000000	$57.92	$0.0105667	$0.0000000	1.0000	$0.0000000	$0.0105667
Trbl M&R Sys Dev/Implem	ITPB58	IT Pay Band 58	0.000125	0.000000	$52.44	$0.0065375	$0.0000000	1.0000	$0.0000000	$0.0065375
Trbl M&R Sys Dev/Implem	ITPB57	IT Pay Band 57	0.000008	0.000000	$47.82	$0.0003974	$0.0000000	1.0000	$0.0000000	$0.0003974
Trbl M&R Sys Dev/Implem	NWPB58	Network Pay Band 58	0.000037	0.000000	$50.31	$0.0018607	$0.0000000	1.0000	$0.0000000	$0.0018607
Trbl M&R Sys Dev/Implem	MKPB58	Marketing Pay Band 58	0.000017	0.000000	$49.39	$0.0008210	$0.0000000	1.0000	$0.0000000	$0.0008210
El Req/Dev Criteria	MKPB58	Marketing Pay Band 58	0.000391	0.000000	$49.39	$0.0193183	$0.0000000	1.0000	$0.0000000	$0.0193183
El Test Plans Dev	MKPB57	Marketing Pay Band 57	0.000568	0.000000	$45.08	$0.0255941	$0.0000000	1.0000	$0.0000000	$0.0255941
									Total	**0.493932286**

Florida

F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

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	Volume Sensitive				Volume Insensitive			
	Direct Cost	Shared Cost		TELRIC	Direct Cost	Shared Cost		TELRIC
Recurring Cost Devel. Sheets Cols L, N, & O	$1.3761815	$0.0000000		$1.3761815				$0.0000000
Labor Expenses								
LENS Sys Support	$0.0000000	$0.0000000		$0.0000000	$0.0013457	$0.0000000		$0.0013457
LEO Sys Support	$0.0000000	$0.0000000		$0.0000000	$0.0032884	$0.0000000		$0.0032884
TAG Sys Support	$0.0000000	$0.0000000		$0.0000000	$0.0027433	$0.0000000		$0.0027433
Trbl M&R Sys Support	$0.0000000	$0.0000000		$0.0000000	$0.0007183	$0.0000000		$0.0007183
Trbl Resolut Units Supp	$0.0000000	$0.0000000		$0.0000000	$0.0014906	$0.0000000		$0.0014906
Supp/Update Rate Database	$0.0000000	$0.0000000		$0.0000000	$0.0006035	$0.0000000		$0.0006035
Test/Bill Verify/Guides	$0.0000000	$0.0000000		$0.0000000	$0.0056240	$0.0000000		$0.0056240
Billing Prgm Mtce	$0.0000000	$0.0000000		$0.0000000	$0.0021060	$0.0000000		$0.0021060
Commission Coordination	$0.0000000	$0.0000000		$0.0000000	$0.0221007	$0.0000000		$0.0221007
ICS Operations Support	$0.0000000	$0.0000000		$0.0000000	$0.1273675	$0.0000000		$0.1273675
Other Expenses								
Application Mtce	$0.0000000	$0.0000000		$0.0000000	$0.9059652	$0.0000000		$0.9059652
Other Support Costs	$0.0000000	$0.0000000		$0.0000000	$0.1200191	$0.0000000		$0.1200191
Software Mtce	$0.0000000	$0.0000000		$0.0000000	$0.0089337	$0.0000000		$0.0089337
Hardware Op Supp	$0.0000000	$0.0000000		$0.0000000	$0.1440487	$0.0000000		$0.1440487
Hardware Mtce	$0.0000000	$0.0000000		$0.0000000	$0.0314157	$0.0000000		$0.0314157
Trbl M&R Appl Mtce	$0.0000000	$0.0000000		$0.0000000	$0.0249672	$0.0000000		$0.0249672
Trbl M&R Oth Support	$0.0000000	$0.0000000		$0.0000000	$0.0049078	$0.0000000		$0.0049078
Trbl M&R Software Mtce	$0.0000000	$0.0000000		$0.0000000	$0.0004382	$0.0000000		$0.0004382
Trbl M&R Hardware Op Supp	$0.0000000	$0.0000000		$0.0000000	$0.0127138	$0.0000000		$0.0127138
Trbl M&R Hardware Mtce	$0.0000000	$0.0000000		$0.0000000	$0.0029920	$0.0000000		$0.0029920
Total Cost	$1.3761815	$0.0000000		$1.3761815	$1.4237894	$0.0000000		$1.4237894
Gross Receipts Tax Factor			X	1.0137			X	1.0137
Cost (including Gross Receipts Tax)				$1.3950311				$1.4432911
Common Cost Factor			X	1.0512			X	1.0512
Economic Cost				$1.4664567				$1.5171876

Total Economic Cost : $2.9836442

Florida
F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

12/1/98

			A	B	C=AxB	D1	D2	D3	D4	D5	E=Cx(D1xD2 x...xD5)	F	G=ExF
						In-Plant Factors (Default = 1)							
	FRC	Sub FRC	Material	Inflation Factor	Adjusted Material	Plug-in Inventory Factor	Mat'l Factor	Telco Factor	Plug-in Factor	Hardwire Factor	In-Plant Investment	Supporting Equipment &/or Power Loading	Total Investment
General Purpose Computers/Data Cntr Env	530C	00	$3.2901364	1.0000	$3.2901364	1.0000	1.0000	1.0000	1.0000	1.0000	$3.2901364	1.0000	$3.2901364
General Purpose Computers/Data Controller & Work Sta Equip	630C	00	$0.0417237	1.0000	$0.0417237	1.0000	1.0000	1.0000	1.0000	1.0000	$0.0417237	1.0000	$0.0417237

Florida

F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

	FRC	Investment	
Land - COE	20C	$0.0764635	= Sum of Col C
Buildings - COE	10C	$1.3569544	= Sum of Col E

12/1/98			A=Prev Page Col G	B	C=(AxB)	D	E=(AxD)	F	G=(AxF)	H	I=(AxH)
	FRC	Sub FRC	Investment	Land Factor	Land Investment	Building Factor	Building Investment	Pole Factor	Pole Investment	Conduit Factor	Conduit Investment
General Purpose Computers/Data Cntr Env	530C	00	$3.2901364	0.0229	$0.0755059	0.4073	$1.3399617	0.0000	$0.0000000	0.0000	$0.0000000
General Purpose Computers/Data Controller & Work Sta Equip	630C	00	$0.0417237	0.0229	$0.0009575	0.4073	$0.0169927	0.0000	$0.0000000	0.0000	$0.0000000
					$0.0764635		$1.3569544		$0.0000000		$0.0000000

Florida
F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

12/1/98		A=Prev Page Col A	B	C=(AxB)	D	E=(AxD)	F	G=(AxF)	H	I=(AxH)	J	K=(AxJ)	L=(C+E+G+I+K)	M	N=(AxM)	O=(L+N)
	FRC	Investment	Depreciation Factor	Depreciation	Cost of Money Factor	Cost of Money	Income Tax Factor	Income Tax	Plant Specific Factor	Plant Specific Expense	Ad Valorem Factor	Ad Valorem Expense	Direct Cost	Shared Cost Factor	Shared Cost	TELRIC
Land - COE	20C	$0.0764635	0.0000	$0.0000000	0.0990	$0.0075699	0.0453	$0.0034663	0.0000	$0.0000000	0.0085	$0.0006499	$0.0116861	0.0000	$0.0000000	$0.0116861
Buildings - COE	10C	$1.3569544	0.0213	$0.0289484	0.0790	$0.1072601	0.0362	$0.0491144	0.0525	$0.0712442	0.0085	$0.0115341	$0.2681012	0.0000	$0.0000000	$0.2681012
General Purpose Computers/Data Cntr Env	530C	$3.2901364	0.2273	$0.7477583	0.0640	$0.2105357	0.0293	$0.0964044	0.0000	$0.0000000	0.0085	$0.0279662	$1.0826645	0.0000	$0.0000000	$1.0826645
General Purpose Computers/Data Controller & Work Sta Equip	630C	$0.0417237	0.2273	$0.0094827	0.0640	$0.0026699	0.0293	$0.0012225	0.0000	$0.0000000	0.0085	$0.0003547	$0.0137298	0.0000	$0.0000000	$0.0137298
Total		$4.7652780											$1.3761815		$0.0000000	$1.3761815

Florida

F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

12/1/98

	A	B	C=AxB	D	E=AxD

Volume Sensitive

Function	JFC/ Payband	JFC/Payband Description	Work Time	Direct Labor Rate	Direct Expense	TELRIC Labor Rate	TELRIC Expense
LENS Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
LEO Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
LESOG Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
BSOG Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
TAG Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
EDI Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
Trbl M&R Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
Trbl Resolut Units Supp	NWPB58	Network Pay Band 58	0.000000	$50.31	$0.0000000	$50.31	$0.0000000
Supp/Update Rate Database	FRPB56	Finance/Regulatory Pay Band 56	0.000000	$41.72	$0.0000000	$41.72	$0.0000000
Test/Bill Verify/Guides	FRPB58	Finance/Regulatory Pay Band 58	0.000000	$48.12	$0.0000000	$48.12	$0.0000000
Billing Prgm Mtce	ITPB59	IT Pay Band 59	0.000000	$57.92	$0.0000000	$57.92	$0.0000000
Commission Coordination	MKPB59	Marketing Pay Band 59	0.000000	$55.17	$0.0000000	$55.17	$0.0000000
ICS Operations Support	MKPB58	Marketing Pay Band 58	0.000000	$49.39	$0.0000000	$49.39	$0.0000000

Volume Insensitive

Function	JFC/ Payband	JFC/Payband Description	Work Time	Direct Labor Rate	Direct Expense	TELRIC Labor Rate	TELRIC Expense
LENS Sys Support	ITPB58	IT Pay Band 58	0.000026	$52.44	$0.0013457	$52.44	$0.0013457
LEO Sys Support	ITPB58	IT Pay Band 58	0.000063	$52.44	$0.0032884	$52.44	$0.0032884
LESOG Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
BSOG Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
TAG Sys Support	ITPB58	IT Pay Band 58	0.000052	$52.44	$0.0027433	$52.44	$0.0027433
EDI Sys Support	ITPB58	IT Pay Band 58	0.000000	$52.44	$0.0000000	$52.44	$0.0000000
Trbl M&R Sys Support	ITPB58	IT Pay Band 58	0.000014	$52.44	$0.0007183	$52.44	$0.0007183
Trbl Resolut Units Supp	NWPB58	Network Pay Band 58	0.000030	$50.31	$0.0014906	$50.31	$0.0014906
Supp/Update Rate Database	FRPB56	Finance/Regulatory Pay Band 56	0.000014	$41.72	$0.0006035	$41.72	$0.0006035

Florida

F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

12/1/98

			A	B	C=AxB	D	E=AxD
			Volume Sensitive				
Function	**JFC/ Payband**	**JFC/Payband Description**	**Work Time**	**Direct Labor Rate**	**Direct Expense**	**TELRIC Labor Rate**	**TELRIC Expense**
Test/Bill Verify/Guides	FRPB58	Finance/Regulatory Pay Band 58	0.000117	$48.12	$0.0056240	$48.12	$0.0056240
Billing Prgm Mtce	ITPB59	IT Pay Band 59	0.000036	$57.92	$0.0021060	$57.92	$0.0021060
Commission Coordination	MKPB59	Marketing Pay Band 59	0.000401	$55.17	$0.0221007	$55.17	$0.0221007
ICS Operations Support	MKPB58	Marketing Pay Band 58	0.002579	$49.39	$0.1273675	$49.39	$0.1273675

Florida

F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

12/1/98

Nonrecurring Cost

	Direct Cost	Shared Cost		TELRIC
Nonrecurring Cost Development Sheet Col H	$1.2560800	$0.0000000		$1.2560800
Total Cost	$1.2560800	$0.0000000		$1.2560800
Gross Receipts Tax Factor			X	1.0137
Cost (including Gross Receipts Tax)				$1.2732845
Common Cost Factor			X	1.0512
Nonrecurring Economic Cost				**$1.3384767**

Florida
F.1.62 - OSS Electronic Interface, per local service request - Ongoing Processing

12/1/98

			A	B	C	D=AxC	E=BxC	F	G=ExF	H=D+G
Function	JFC/ Payband	JFC/Payband Description	Installation Worktime	Disconnect Worktime	Direct Labor Rate	Install Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost	Direct Cost
Manually Proc LSR Fallout	2300	Customer Point Of Contact - ICSC	0.028000	0.000000	$44.86	$1.2560800	$0.0000000	1.0000	$0.0000000	$1.2560800
									Total	**1.25608**

Function	JFC/ Payband	JFC/Payband Description	Installation Worktime	Disconnect Worktime	TELRIC Labor Rate	Install Cost	Disconnect Cost	Disconnect Discount Factor	Discounted Disconnect Cost	TELRIC
Manually Proc LSR Fallout	2300	Customer Point Of Contact - ICSC	0.028000	0.000000	$44.86	$1.2560800	$0.0000000	1.0000	$0.0000000	$1.2560800
									Total	**1.25608**

Florida

F.1.7 - OSS Manual Processing, per local service request

12/1/98

Nonrecurring Cost

	Direct Cost	Shared Cost		TELRIC
Nonrecurring Cost Development Sheet Col H	$18.8412000	$0.0000000		$18.8412000
Total Cost	$18.8412000	$0.0000000		$18.8412000
Gross Receipts Tax Factor			X	1.0137
Cost (including Gross Receipts Tax)				$19.0992679
Common Cost Factor			X	1.0512
Nonrecurring Economic Cost				**$20.0771504**

Florida
F.1.7 - OSS Manual Processing, per local service request

12/1/98

			A	B	C	D=AxC	E=BxC	F	G=ExF	H=D+G
Function	**JFC/ Payband**	**JFC/Payband Description**	**Installation Worktime**	**Disconnect Worktime**	**Direct Labor Rate**	**Install Cost**	**Disconnect Cost**	**Disconnect Discount Factor**	**Discounted Disconnect Cost**	**Direct Cost**
Service Order Processing	2300	Customer Point Of Contact - ICSC	0.420000	0.000000	$44.86	$18.8412000	$0.0000000	1.0000	$0.0000000	$18.8412000
									Total	**18.8412**

Function	**JFC/ Payband**	**JFC/Payband Description**	**Installation Worktime**	**Disconnect Worktime**	**TELRIC Labor Rate**	**Install Cost**	**Disconnect Cost**	**Disconnect Discount Factor**	**Discounted Disconnect Cost**	**TELRIC**
Service Order Processing	2300	Customer Point Of Contact - ICSC	0.420000	0.000000	$44.86	$18.8412000	$0.0000000	1.0000	$0.0000000	$18.8412000
									Total	**18.8412**

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: DAONNE CALDWELL

PARTY: BELLSOUTH

DESCRIPTION:

1/11/99 DEPOSITION TRANSCRIPT - PAGE 1 WHICH INCLUDES THE FOLLOWING DEPOSITION EXHIBIT:

1. LATE-FILED DEPOSITION EXHIBIT NO.1 - PAGE 83

PROFFERING PARTY: STAFF

I.D. # DDC-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 18
COMPANY/ WITNESS: Caldwell
DATE: 1-23-99

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of:	DOCKET NO. 981052-TP
Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.	

DEPOSITION OF:	DAONNE CALDWELL
TAKEN AT THE INSTANCE OF:	The Staff of the Florida Public Service Commission
PLACE:	Gerald L. Gunter Building 2540 Shumard Oak Boulevard Room 390 Tallahassee, Florida
TIME:	Commenced at 8:15 a.m. Concluded at 10:08 a.m.
DATE:	Monday, January 11, 1999
REPORTED BY:	MARY ALLEN NEEL, RPR Notary Public, State of Florida at Large

ACCURATE STENOTYPE REPORTERS, INC.
100 SALEM COURT
TALLAHASSEE, FLORIDA 32301
(850) 878-2221

BUREAU OF REPORTING
RECEIVED 1-15-99

APPEARANCES:

VICKI GORDON KAUFMAN, McWhirter, Reeves, McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen, P.A., 117 South Gadsden Street, Tallahassee, Florida 32301, appearing on behalf of Telephone Company of Central Florida.

MARY K. KEYER, BellSouth Telecommunications, Inc., 675 West Peachtree Street, N.E., Suite 4300, Atlanta, Georgia 30375, appearing on behalf of BellSouth Telecommunications, Inc.

JUNE C. McKINNEY, Florida Public Service Commission, Gerald L. Gunter Building, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, appearing on behalf of the Commission Staff.

ALSO PRESENT:

MARTHA BROWN, PSC Division of Legal Services
STAN GREER, BellSouth Telecommunications, Inc.
BRIAN MUSSELWHITE, PSC Division of Communications
WAYNE STAVANJA, PSC Division of Communications

I N D E X

WITNESSES

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S T I P U L A T I O N S

IT IS STIPULATED that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that reading and signing was not waived.

IT IS ALSO STIPULATED that any off-the-record conversations are with the consent of the deponent.

MS. McKINNEY: I'm June McKinney, and I'm here with Legal Staff of the PSC. With me I have Brian Musselwhite and Wayne Stavanja.

Could we take appearances, please?

MS. KEYER: Mary Keyer on behalf of BellSouth Telecommunications, Inc.

MS. KAUFMAN: Vicki Gordon Kaufman with McWhirter Reeves on behalf of TCCF.

MS. McKINNEY: And do the parties stipulate to the normal stipulations here?

MS. KAUFMAN: What are those?

MS. McKINNEY: The stipulation is: It is stipulated that this deposition was taken pursuant to notice in accordance with the applicable Florida Rules of Civil Procedure; that objections, except as to the form of the question, are reserved until hearing in this cause; and that the reading and signing was not waived. It is also stipulated that any off-the-record conversations are with the consent of the deponent.

BellSouth, do you stipulate to that?

MS. KEYER: Yes.

MS. McKINNEY: And TCCF, do you stipulate to that?

MS. KAUFMAN: Yes.

MS. McKINNEY: Thank you.

Thereupon,

DAONNE CALDWELL

appeared as a witness and, after being duly sworn by the court reporter, testified as follows:

EXAMINATION

BY MS. McKINNEY:

Q Ms. Caldwell, I'm going to ask you some questions at this time. Could you please state your full name for the record?

A Doris Daonne Caldwell.

Q And where are you employed?

A I'm employed in Atlanta, Georgia, by BellSouth Telecommunications, Inc.

Q And in what capacity do you work?

A I'm a Director in the Finance Department.

Q What do your job duties entail generally?

A I review the cost methodology of the studies that BellSouth performs for various services and unbundled network elements, et cetera, and then I'm also the cost witness for BellSouth.

Q There was prefiled testimony, both direct and rebuttal, pertaining to this case. Are you the same Ms. Caldwell that filed that?

A Yes, I am.

Q And what was the purpose of your testimony

in this case?

A The purpose of the testimony is to introduce the cost studies for the operational support system interfaces that we filed, and the rebuttal was associated with a few questions concerning some testimony filed about those studies.

Q I'm going to ask you several questions now pertaining to those cost studies. If you would, if you could try to relate all the questions to the State of Florida unless I ask you about other regions.

A Okay.

Q Thank you. If you could, turn to page 5 of your direct testimony, lines 24 and 25, and also the next page, page 6, lines 1 and 2. Please review those lines.

A Yes.

Q You state that the cost studies filed in this proceeding are specific to BellSouth's development of OSS electronic interfaces and ongoing electronic and manual order processing in Florida. Please explain how BellSouth allocated costs from the regionwide system to Florida.

A The cost studies -- well, let me approach that from two areas. First of all, in terms of the manual ordering process, that is the cost that it

would incur on a per order basis for us to process the order, and that is basically calculated by looking at the time to process the order by the LCSC. And we take the time to process the order and multiply it times a regional labor rate, but that regional labor rate is appropriate for all nine states, so that makes it Florida-specific. So that is a Florida-specific number.

In terms of the costs associated with the interfaces themselves, the costs in that category, we calculated all the development costs across the region, because the systems are for the regions, and then we divided by the number of orders. So if an order was processed in Florida, it would be specific to Florida.

One of the other things we've done, though, that makes it really more Florida-specific than anything else is that when we calculated all of the numbers for costs such as depreciation, income tax, those type items, we used the Florida-specific information. We had just had several elements in the unbundled network element hearing in one of the original arbitrations in which the Commission ruled on such things as cost of money, depreciation that they deemed appropriate, things of that type, and we

included those findings from the Florida Commission in our study.

Q In which state is BellSouth currently processing the most LSRs?

A I'm not going to know that. Probably Susan Arrington could answer that.

Q Are the rates proposed in your testimony specific to Florida?

A I'm sorry. I can't answer about the rates. I know about the costs associated with that. Susan would need to -- excuse me. Ms. Arrington would need to answer that one.

Q Is BellSouth proposing to charge the same rates in other states as in this region? Are you aware of that?

A Not at this point in time, because there's no hearings in any other region.

Q To date, how much capital, a dollar figure amount if you can, has BellSouth invested in the development of operational support systems made available to ALECs in Florida?

A I will need to reference some of the backup data. Let me see if I can find that number.

Q No problem.

A I don't have it totaled, but the numbers

in the study that are associated with the ongoing processing of the system, the investment summary -- let me check one thing so I can reference it back for you.

Q No problem. Take your time.

A If you look in my cost study -- excuse me, my testimony, there's an Exhibit DDC-2 that was filed, and there's a page 1 of 13, and on that particular page you will see that we have two specific cost elements. We have -- really there's three, but I'm only talking about the interfaces now. The third one is for the manual ordering. We have an F.1.61 that is development and implementation, and an F.1.62 that is ongoing processing.

Now, can I clarify your question? Was your question in terms of ongoing processing or development in terms of the question about the capital, or does it matter?

Q Can I confer with Staff, please?

Both, please.

A Okay. And let me reference this for -- when you receive the answers to the production of documents, you will receive some backup data, and this is taken from Work Paper 12A as in apple, lines 35 and 36 on that particular page, in which you will see the

capital investment summary, and this is for the ongoing processing. The number for 1996 -- and I'll just round these, since we have the specific numbers in the backup -- is 2.4 million in Account 530C, and about .2 million in the 630C. Those are just computer accounts. And then for 1997 you have 4.4 million, and for 1998 you have 3.4 million. And you asked that had already been spent; correct?

Q Yes. I just asked you about Florida. Could you give us that same information regionwide?

A I'm not going to -- I answered that regionwide, because that's the way the study is done. The information is then divided by the total number of orders throughout the region. So I do not have a number that would be just specific for Florida. These interfaces were developed for all nine states, so that was across the board that we developed that.

Q What percentage does this capital expenditure represent with regard to the total investment BellSouth currently plans to make in the development of ALEC specific operational support systems regionwide?

Do you want me to repeat the question?

MS. KEYER: I do.

BY MS. McKINNEY:

Q What percentage does the capital expenditure represent with regard to the total investment BellSouth currently plans to make in the development of ALEC specific operational support systems regionwide? And if you could differentiate between Florida, we would appreciate that too.

A All right. The '96, '97, and '98 numbers are the investment amounts BellSouth has made. These are actuals. And those are all the investments associated with the electronic interfaces. And again, I can't give a Florida-specific number because it's not divided that way, but that is the total amount.

Q Based on the operational support system ordering charges BellSouth has proposed in Florida, the $10.80 electronic order and $22 manual order, over what time period, months or years, does BellSouth plan to charge such rates in order to fully recoup its investment for the development of ALEC specific operational support systems?

A Let me explain how the costs are developed, and I think we'll get to that particular question. And again, I will use for reference this 12A worksheet that you'll be receiving.

You will see on this particular worksheet that the investment is defined beginning in 1996, '97

through 2001. The plan was that the rate should be what would be appropriate for 1999, 2000, and 2001, because they would not be in effect prior to that. So what we did in the cost study was look at all the investments previously made in '96, '97, and '98, and then any future expected investments and enhancements, which would be expenses going forward into '99, 2000, and 2001.

Then what we decided to do was, we would look at that three-year time period and only recover costs appropriate for that three-year time period.

And to help you when you look at this worksheet, there is a line 39. The 36 where you see -- excuse me. Thirty-five and 36 is where you see the particular investment dollar amounts, and then line 39 is where you see the years over which it would be recovered.

Now, a 530C, which is a computer account, has a depreciation life of 4.4 years. So that would mean that we would place that investment and then recover it over a 4.4-year period. So for any investment placed prior to 1999, we recovered all the investment. We recovered 4.4 years worth of it. For the investment placed in the year 2001, since this is only one year in the study, we only recovered one year

of the investment. So basically associated with anything farther out, for 1999 we recovered only three years, for 2000 we recovered two years, and then for 2001 we recovered one year. So there would still be investments on our books for depreciation purposes, et cetera, that we did not recover in this cost study, because we stopped it in the year 2001.

Q How many local service requests does BellSouth receive per month from Florida ALECs?

A I'm not going to know that. Ms. Arrington might. And in the production of documents, you will see some information on the number of orders processed. I do not remember if they were Florida-specific numbers, though.

Q All right. Is it possible that you could get me a late-filed exhibit that could specify Florida-specific?

A I could look into that. I don't know if they have the information, but we can --

MS. McKINNEY: Could you check that please? We would like that to be Late-Filed Exhibit Number 1, and we'll just call it Number of Local Service Requests or LSRs. Thank you.

(Late-Filed Exhibit 1 identified.)

MS. KEYER: And that was Florida-specific?

MS. McKINNEY: Yes, please.

MS. KEYER: Any particular year?

MS. McKINNEY: Just a moment.

That would be from the time the cost study began to currently.

With that late-filed exhibit, could you combine the remainder of the time BellSouth has projected that it will take to recover the costs as part of Late-Filed Exhibit Number 1?

THE WITNESS: May I clarify?

MS. McKINNEY: Yes. Could we go off the record a moment, please?

(Discussion off the record.)

BY MS. McKINNEY:

Q Going back on the record at this time, from the time the cost studies were developed, how did the number of LSRs which BellSouth has received in Florida on a monthly basis compare to the number of LSRs BellSouth has received in each of the other states on a monthly basis?

A I don't know.

Q Is it possible that you could give us that information in a late-filed exhibit?

A I could look into it. I don't know if it's available.

MS. McKINNEY: If so, could you please give that to us as Late-Filed Exhibit Number 2? And we could call it State Comparison of LSRs.

THE WITNESS: And could you repeat it again?

MS. McKINNEY: Yes. From the time the cost studies were developed, how did the number of LSRs which BellSouth has received from Florida on a monthly basis compare to the number of LSRs BellSouth has received in each of the other states on a monthly basis. And that will be Late-Filed Exhibit Number 2.

And Ms. Caldwell, the time period, could you make that the same as the first late-filed exhibit, '96 to current, and the forecasted time period '99 to 2001?

THE WITNESS: Yes.

MS. McKINNEY: Thank you.

(Late-Filed Exhibit 2 identified.)

BY MS. McKINNEY:

Q How do the projected number of monthly LSRs which BellSouth has forecasted for Florida -- I'll withdraw that question.

Could we turn to page 2 of your rebuttal testimony, lines 12 and 14? In that testimony, you refer to Exhibit DDC-1, which states that the total

costs are divided by the projected cumulative number of local service requests. Based on this statement, please identify in Exhibit DDC-2 where the figure is located that represents the number of LSRs used in the cost study.

A Okay. Give me one moment, please.

Q No problem.

A All right. In the testimony, DDC-1 and DDC-2, that number is not included, because this is the input directly into TELRIC Calculator, input and output. The number is found on the CD and the files that back it up, and so the file on the CD is OSSEIFL.XLS, and that number is found on that same work paper, Work Paper 12A, line 45. That's the total number of LSRs that were divided into the investment, et cetera. And that will also -- I believe that's included also in the production of documents that will follow.

Q If an order is sent by an ALEC to BellSouth electronically, but BellSouth's systems require BellSouth to process the order manually, what rate will BellSouth charge the ALEC?

A Susan Arrington needs to answer that question.

Q What percentage of the total orders

received by BellSouth in Florida are sent manually?

A I imagine Ron Pate can answer that one.

Q Is that some information that you could provide us in a late-filed exhibit?

A Yes.

MS. McKINNEY: If we could make that Late-Filed Exhibit Number 3, please. And that again is the percentage of total orders received by BellSouth in Florida that are sent manually, and we'll call it Manual Total Orders.

THE WITNESS: And I assume that is currently.

MS. McKINNEY: Yes. Do you have the percentage sent electronically?

THE WITNESS: No, I do not.

MS. McKINNEY: Could we make that Late-Filed Exhibit Number 4? We'll make it a combination, a consolidated Late-Filed Exhibit 3, and we can put the manual percentage and the electronic percentage of the total orders received by BellSouth in Florida.

(Late-Filed Exhibit 3 identified.)

MS. KEYER: If some of this information will be provided in response to the PODs, we can just reference that? We don't need to do a late-filed?

MS. McKINNEY: No. Thanks.

BY MS. McKINNEY:

Q Ms. Caldwell, for each electronic interface available to ALECs, what percentage of the total LSRs sent to BellSouth were received via each interface?

A I'm not going to know that either.

Q Is that information which you could provide us in a late-filed?

A We can look at that.

MS. McKINNEY: If you could provide that to us, please, as Late-Filed Exhibit Number 4, Electronic Interface for ALECs. And again, we would like the information pertaining to the electronic interfaces available to ALECs and the percentage of total LSRs sent to BellSouth that were received via each interface.

MS. KAUFMAN: June, when you're making these requests, you're always talking about specifically in Florida?

MS. McKINNEY: Yes.

MS. KEYER: So that one was what electronic interfaces are available and what the percentage --

MS. McKINNEY: Of the total LSRs sent to BellSouth were received via each interface.

(Late-Filed Exhibit 4 identified.)

BY MS. McKINNEY:

Q Ms. Caldwell, are you aware of the total number of manual orders received by BellSouth in Florida and what percentage the orders are?

A No, I'm not.

MS. McKINNEY: Could you provide us a Late-Filed Exhibit Number 5 for that, the total number of manual orders received by BellSouth in Florida and what percentage of the orders are for new orders and move, add, and change orders?

THE WITNESS: Now, this is for ALEC orders?

MS. McKINNEY: Yes. We'll call that Manual Orders Received by BellSouth.

(Late-Filed Exhibit 5 identified.)

BY MS. McKINNEY:

Q Based on the total number of electronic orders received by BellSouth in Florida, what percentage of orders are for new orders, move, add, and change orders? Do you have that information, Ms. Caldwell, for the electronic orders received by BellSouth?

A No, I'm not going to have that either.

MS. McKINNEY: Could you provide that to us, please, in a Late-Filed Exhibit Number 6? Again, that's the total number of electronic orders received

by BellSouth in Florida, and the percentage of the orders that are for new orders, move, add, and change orders. And we'll just call that Electronic Orders Received by BellSouth.

(Late-Filed Exhibit 6 identified.)

MS. McKINNEY: Staff has no additional questions. That was our last.

Ms. Kaufman, do you have any questions?

MS. KAUFMAN: Yes, I do. Let me just write this one down.

EXAMINATION

BY MS. KAUFMAN:

Q Ms. Caldwell, I'm Vicki Kaufman. As I said earlier, I represent TCCF in this proceeding.

First I want to go back to some questions that Ms. McKinney asked you. She asked you to describe what your duties were, and I think you said that you review the cost methodologies, and you appear as a cost witness for BellSouth; is that correct?

A Yes. And I'm also in charge of the production of the cost studies.

Q I'm sorry?

A Production of the cost studies and the actual filings. That's a recent change to my job description.

Q Okay. Well, you might be anticipating my question. When you say production, did you conduct these cost studies?

A No, I did not personally conduct the study. However, I do overview the procedures and the individuals performing the studies.

Q So what do you mean when you say you're in charge of the production of the cost studies?

A Once the numbers are generated, my group -- I supervise the group that actually makes the calculator run and puts together the package for the Commission.

Q So who actually conducted the cost studies that you are to sponsor in this proceeding?

A The individual cost analyst responsible is Sam Gagliano.

Q Could you spell his last name, please?

A G-a-g-l-i-a-n-o.

Q Okay. And did you review Mr. Gagliano's computation?

A Yes.

Q Why is it that Mr. Gagliano is not going to be a witness here?

A In particular, I am the cost witness with general knowledge of the overall procedures and how

the study is put together, so I represent BellSouth.

Q You filed direct and rebuttal testimony in this case; is that correct?

A Yes.

Q As we sit here today, do you have any changes or corrections to that testimony?

A No, I do not.

Q When Staff noticed your deposition, they asked you to bring a variety of documents with you. Did you bring any documents with you today?

A With me I have the -- let's see. The reference file that I have been talking about is with me.

Q Let me just stop you for a minute. Let me read into the record what you were asked to bring. Staff asked you to bring copies of all work papers or other materials used by you in the preparation of any testimony filed in this case or used by you in the preparation of any discovery responses.

Did you bring those materials with you today?

A Yes.

Q Okay. I'm sorry. I didn't mean to interrupt you. Go ahead and describe what you brought with you.

A I have the files that are the backups to DDC-2, the ones I have been referencing. And I also have a copy of the -- just the requests off the interrogatories. I have the testimony of Andrea Welch with me. And then I do have some backup data on the production of documents that has not been finalized. They are with me in my briefcase.

Q The first thing you mentioned, did you say output files, whatever it is you were referring to when you were trying to answer Staff's questions?

A These are the actual work files that produce the numbers that are input into the TELRIC Calculator.

MS. KAUFMAN: We would like to request a copy of that. I don't know if you want to do it as a late-filed exhibit or you just want to --

MS. KEYER: Well, that's going to be produced in response to some PODs, so you'll get a copy of that.

MS. KAUFMAN: We can go off the record for a second.

(Discussion off the record.)

MS. KAUFMAN: We just had a discussion off the record, and I was asking Ms. Caldwell about providing the work papers that back up the summaries.

And Mary, if I'm incorrectly stating this for the record, jump in, but BellSouth is claiming those are confidential, and so for purposes of this deposition, we do not have access to them.

BY MS. KAUFMAN:

Q Ms. McKinney also referred you in your direct testimony to the bottom of page 5 and the top of page 6 in the beginning of her questions. And she was asking you, I believe, about the comment there that the shared and common costs are specific to Florida, and you gave her an explanation I want to ask you about.

I understood you to say that in figuring out the manual cost, you figured out the time to process each request times the regional labor rate; is that correct?

A That's correct.

Q And then I wrote down that you said that regional labor rate was Florida-specific?

A It is appropriate for all nine states, because you can have a work center that handles orders from Florida that may actually sit in the State of Georgia or the State of Alabama. So therefore, when we calculate our labor rates for service representatives, just what we're talking about here,

we use a regional labor rate, and they all fall under the same contract with the union.

Q So the rate that you were using that you described to Ms. McKinney, you use the same rate in all nine states?

A For the labor rate, that is correct.

Q And did you do any analysis to see what a comparable labor rate would be in Florida?

A For this particular study we did not. However, we have done that in the past as we processed the information in the unbundled network elements study.

Q But you didn't do that in this study?

A No. We didn't feel it was necessary again.

Q And she was also asking you in regard to how many orders were processed in Florida for input into your study, and I thought that you had answered that you used a regionwide number. Did I understand that correctly?

A That is correct. We calculated the total investment for all of the interfaces and then divided by the total number of orders. And since the investment was for the entire nine states, we divided by the entire nine states worth of orders.

Q You'll have to forgive me. You're the cost

expert and I'm not, but how do you get to a Florida-specific number from that kind of calculation?

A Well, I think what you have to look at is, the interfaces are databases, and those databases in most cases do not sit in the State of Florida. They sit normally in either Alabama or Georgia where our data centers are located. And that investment is for a computer system that processes orders for all nine states, and it doesn't matter if it's a Florida order or a Mississippi order. So what we've done is look at the total investment for that particular system, for instance, one of them, a particular system, and then we divide it by the total number of orders that would be processed through that system.

Q I think Ms. McKinney asked you, do you know how many orders would be processed in Florida?

A No. I divided by the total number of regional orders, and that was, I believe, one of the late-filed.

Q So does that assume that there's an equal number of orders processed in each state?

A There is no assumption on equal orders or non-equal orders. It's just the orders forecasted for that particular state within the region.

Q Okay. Let's say that -- we're going to

make this very simple for me. Let's say there's 10 orders processed in Florida and there's 100 orders processed in Georgia, just for simplicity. Do the ALECs in Florida and the ALECs in Georgia get charged the same rate?

A The rate would be the same. Just the number of orders would be different.

Q Would it be fair to say that you wouldn't think that the Georgia ALECs would have any greater responsibility for paying the development costs if they utilize the system more?

A Not in terms of an ALEC. It costs the same to process an order regardless of where that order is located.

Q Okay. You also gave Ms. McKinney a list of regionwide numbers. I guess you said this represented the investment BellSouth made for '96, '97, and '98. And again, those are on a regionwide basis; right?

A Correct.

Q I just want to go back now to the beginning of your testimony. You say that you're the director, you are a director in the Finance Department. Does that mean there's more than one?

A Yes.

Q How many people are there that have that

job title?

A In the Finance Department, I cannot answer that, because it is composed of several departments within finance. The particular group that I am involved with, or department, is called Cost Matters, and in that particular group, there are six directors.

Q Do you testify in all nine states?

A Yes, I do.

Q How long have you been a director in the Finance Department?

A I've been a director for probably two years. I've worked in the department for -- in that particular department for ten, or about nine.

Q You testified in -- or did you testify in the MCI/AT&T arbitration?

A Yes, I did.

Q What other Florida proceedings have you testified in?

A The MFS arbitration, universal service.

Q Also when you described your duties I think in your testimony, you said you interface with regulatory organizations. Is that a reference to your testimony, or do you do anything other than that?

A Mainly testimony. And then in the production or the filing of the studies, I would

interface to be sure that the interrogatories are provided and that type thing.

Q Okay. As I said earlier, you know, I'm not a cost study expert, so I'm going to try and get a more global idea of what's going on here. The two rates that came out of your cost study, the rate for the electronic processing and the rate for the manual processing, those are the rates that BellSouth wants TCCF to agree to in their new contract with BellSouth, right, in terms of processing?

A My understanding from the rate standpoint, that would be correct. However, I need to emphasize that I do the cost study that supports those rates. In terms of how those rates are applied and they're negotiated, I'm not involved with that. But that is my understanding, yes.

Q Okay. Just so we're on the same page here.

A Yes.

Q Does BellSouth want to charge those same rates to ALECs that renegotiate new agreements after TCCF?

MS. KEYER: I'm going to just state that I think she has already answered that she's not the rate witness. So if you want to ask her cost study, she's

here to --

MS. KAUFMAN: Are you instructing her not to answer?

MS. KEYER: Well, I'm just saying she has already -- that question has been asked and answered. Any questions about rates, she has already said that she's not the appropriate witness.

MS. KAUFMAN: Okay. Well, you might want to confine her testimony, but if you're not going to instruct her not to answer, she can just let me know what she knows. Okay?

MS. KEYER: Well, we'll be here all day if you ask her those questions.

BY MS. KAUFMAN:

Q Ms. Caldwell, let me see if I can say that again. Is it your understanding from working in the BellSouth organization that BellSouth wants to charge the same rates to all ALECs in Florida whose agreements come up for renewal?

A Susan Arrington will need to answer that question.

Q Do you know the answer?

A No, I do not.

Q Okay. The $6.78 and the $20.08, those two rates, can I back into those rates from the

information that you've provided on your DDC-1 and 2?

A Yes. Would you mind repeating those numbers, because I don't have --

Q I thought it was $6.78 for electronic and $20.08 for manual. Is that wrong?

A Okay. I didn't have the rate sheets with me. I just wanted to be sure that I had the same numbers.

Q Okay. So you can back into those numbers from your --

A (Nodding head affirmatively.)

Q Okay. I want you to walk me through that.

A Okay. Give me just one moment, please.

Q Sure.

A All right. DDC-2, page 1 of 12. Oh, it's 1 of 13.

Q Yes. Okay. Page 1 of 13. I'm there.

A All right. If you look at rate elements F -- excuse me. These are all cost elements. F.1.61 and F.1.62, the total per LSR for 1.61 is $2.46. For 1.62, it's $4.32. If you add those together, you get $6.78. That is --

Q I'm sorry. Excuse me. You'll have to be patient with me.

A Sure.

Q Say that again. The 2.46 and the 4.32?

A Uh-huh. Add those together, and that is $4.78. So that is the --

Q Six?

A $6. I'm sorry. I don't know why I'm saying numbers incorrectly.

Q That's okay.

A It's 2.46 plus 4.32, 6.78.

Q Got you.

A Now, that is the electronic interface.

Then F.1.7 is the manual, and that's your $20.08.

Q Now, how do I derive those numbers from the materials that you provided in your exhibits?

A Okay. Let's take them one at a time. The $2.46, go to page 2. This particular page is a printout from the TELRIC Calculator that develops the cost. And what it basically does is, it takes an investment number or a work time. For instance -- and I'll go through this in just a minute with you, but to give everybody an idea of what I'm talking about, if I have an investment per order, that investment is fed into the TELRIC Calculator, and then such things as depreciation factors, cost of money, et cetera, are applied to it to convert it to an annual cost. And

those depreciation factors and cost of money are the ones I mentioned earlier that were approved by the Commission previously in the last UNE document.

Q Let me just stop you. On this page that we're on, DDC-2, page 2 of 13, the very first expense that's shown is -- I assume this is system development/enhancement/implementation.

A That's correct.

Q And you have assigned a direct cost to that. Where did that number come from?

A The $1.30?

Q Uh-huh.

A That is going to be -- let me see how much of that is here.

All right. That information is in the -- is not in DDC-2. That information is on the CD, and it's also in the production of documents.

Q This is the second time you've referred to a CD. Can you tell me what it is you're referring to?

A Yes. With the particular filing, there is an electronic version that has the TELRIC Calculator as well as the input files on it that has been provided to the Staff.

Q When you say --

A At their request.

Q Is that in discovery? You said with the filing that was provided.

A With the filing, what I meant by that is -- I didn't refer to a filing like in a proceeding. In my mind that was the TELRIC Calculator, and then the input files associated with the TELRIC Calculator.

Q Were provided on a CD to the Staff?

A That's correct.

Q And when was that done?

A I believe it was about December the 22nd.

Q Was that provided to TCCF, to your knowledge?

A To my knowledge, I do not know. I know we filed a confidentiality agreement, and I believe TCCF was noticed of that. But other than that, I'm not sure.

Q So that first $1.3054805, we can't back into -- I can't find that number in what you filed in the exhibit?

A Not in the exhibit. It will be in the production of documents too.

Q Now, that number appears under something called -- a column headed "Direct Cost."

A Correct.

Q What does that mean?

A Those are the costs that are -- costs that would be avoided if we did not have to build these electronic interfaces, the direct result of building those interfaces.

Q Okay. The next column is "Shared Cost." What does that mean?

A Shared costs are costs that are not directly assigned to any product, but are shared by multiple products. And notice, this is a nonrecurring cost study, so we do not have any shared costs associated with this particular nonrecurring element.

Q The column labeled "Shared Cost," does that connote shared between the ALECs and BellSouth?

A No. That denotes costs that are shared by everything that is being produced in the unbundled network element and resale world.

Q Okay. And I imagine to short-circuit this, my question about whether we could back into any of the costs under direct costs with the information provided here, your answer to that would be no?

A Right.

Q Okay. I'm sorry. Go ahead. I just wanted to get those columns clarified. Do you want to finish your explanation of how we got to the $2.46? Or maybe you were finished.

A All I was pointing out is that this is the result of the factors that were applied in the TELRIC Calculator. And if it was a work time, it was multiplied times a labor rate, and that would be included in here also.

Q And that's the same labor rate we had discussed earlier?

A Yes, it would be.

Q Okay. Now, do you want to -- let's go back to the $20. Well, no, I guess we need to do the $4.32. Show me how you got that number that's on DDC-2, 1 of 13.

A As a processing into that, just to give you a little bit more information, because the next page, page 3, notice that page 3 in the exhibit is still F.1.61, and notice this would be the -- it has a 49 cents on it. That 49 cents is under the direct cost column on DDC-2. You asked me about the --

Q I see it.

A Okay. So that number does have some information for you in particular. You have your columns A, B, C, et cetera. Each one of these are headed with exactly what they are. What you have here is individuals performing work or some type of activity. Column A is their work time that they're

involved in the activity, and then Column C is the direct labor rate we talked about. So those numbers are basically multiplied times each other to obtain the number in the last column.

Now, moving on to the next page, which would be page 4, that corresponds to F.1.62 of $2.98, very similar to what we just discussed on F.1.61.

Q I'm sorry. Where does the 2.98 appear? On 1 of 13? Oh, I see.

A Okay. What this basically does is, to help you read it, you have a column -- you see the bold line that separates the first three columns from the last three columns?

Q Yes.

A The numbers to the left are volume sensitive. The numbers to the right are volume insensitive. Those two numbers are calculated in the third column and in the sixth column and then added together to get the 2.98. Okay?

Q Yes. Let's just stop on this page for a second. For example -- let's pick one that's not all zeros. The very first entry under labor expenses, I guess that's LENS system support?

A Right.

Q And you're showing a direct cost under the

volume insensitive category of costs; right?

A Uh-huh.

Q Can we find the calculations for that number anywhere in your exhibit?

A No. They will be in the production of documents.

Q And your answer would be the same for all the numbers that appear on page 4 of 13?

A As far as all the numbers in the direct cost column. The gross receipts tax factor, the 1.0137, and the common cost factor of 1.0512, those are just factors that are applied, and those are the Florida Commission approved.

Q Okay. I'm sorry. Go ahead.

A So that's the 2.98.

I'm sorry. It takes me just a moment to make sure I get these pages referenced correctly for you.

Q That's okay.

A On page -- I can't find it to add it together. We talked about the 2.98. Now, the $1.34, which is the cost studies associated with the fallout orders, that's only the labor time to handle the fallout.

Q The $1.34 is?

A Yes. And that is on page 10. And if you -- okay. If you look at page 11 --

Q Can I ask you a question before we go to page 11? The labor time for fallout, by that do you mean orders that are sent electronically and then drop out and have to be processed manually?

A That is correct. And that is explained in a little more detail on the next page, page 11.

You will see that Column A is the work time to handle the order, and that work time is calculated by taking the amount of time to process the order times the fallout rate, and that's where you get the .028 of an hour. And that's calculated by 25 minutes times the fallout rate of 6.67%.

Now, multiply that times your labor rate of 44.86, which gives you Column D, which is $1.26. That follows over because you have no disconnect associated with it to Column H, the $1.26, 1.25608.

Q Right.

A That number is brought forward to page 10, and you see the same number, 1.256. Then that number is multiplied simply by the gross receipts tax factor and then by the common cost factor to obtain the $1.34.

Q Let's just look back at page 11 for a

minute. For example, under Column A there, you discuss the installation work time and the labor rate. Is the calculation of those numbers shown in your exhibits?

A Not in these exhibits. It would be in the backup. But it is 25 minutes times 6.67% divided by 60.

Q When you say in the backup, you're talking about the discovery responses you're going to provide?

A Yes.

Q Okay.

A And then the last number is the 20.08. It's on page 12. And if you look at page 13, you will see the exact same type calculation I just discussed, the difference being the amount of time to handle the order, because there is no fallout rate associated with this.

MS. McKINNEY: Excuse me. Could we go off the record for a second?

MS. KAUFMAN: Sure.

(Discussion off the record.)

BY MS. KAUFMAN:

Q Ms. Caldwell, back on page 11 of 13, under customer point of contact there, the initials ICSC appear. Is that correct, or should that be something

different?

A The ICSC stands for the interexchange carrier service center, and then what we're talking about here is the local competitive service -- or local exchange carrier service center. They are the same labor rate. It's just that in our mechanized systems, we had labeled it as ICSC, and to make it pool correctly, we used that same labeling. But it is appropriate for the local center as well.

Q So the same labor rate that you use in your interexchange centers --

A For the service rep, correct. They're the same individuals, same pay amount, et cetera. "Scale" I guess is the correct term.

Q Ms. McKinney might have already asked you this, but I guess I'm confused. In order to come up with these rates that you want to charge, you would need to know, wouldn't you, how many requests you're going to get in Florida? Wouldn't that be an assumption that you have to put into your cost model?

A Not in particular for just the State of Florida, because as I've stated, these systems are for all nine states. They are for the nine regions. So what we've done is to calculate the cost to process an order, regardless of where the order originates. And

it is the same to process the order whether it be in Mississippi, Alabama, Florida, wherever.

Q It was the total number of orders that you used, whether --

A Yes.

Q And do you know what that number is?

A I can't state it off the top of my head, but I did mention it earlier, that it's in the production of documents on Work Paper 12A.

Q Is that a confidential number?

A It is labeled here as confidential. So --

MS. KAUFMAN: So in order for me to know what that number is, Mary, I have to sign a confidentiality agreement?

MS. KEYER: Right.

BY MS. KAUFMAN:

Q You might not know this, Ms. Caldwell, but I'm assuming that's just the total of all the service requests you receive from ALECs; right?

A In this particular analysis, we're looking at 1999 on, because that's the recovery period. So it is the requests that are projected to be obtained from all ALECs; correct.

Q And do you know why that's confidential?

A I believe it's confidential because of the

way it's used in my cost study. See, one of the things in terms of confidential numbers is, if I'm filing a cost study and I produce the bottom line number, I can produce no other number in the study that would allow someone who knows the bottom line to back into a confidential number. Say, for instance, if I took total investment and assumed that was confidential, and then you know my result, because I've given that, but if you knew the number of orders, then you could back into the original investment. So we have to protect the starting numbers.

And a lot of this information in this study is proprietary from a vendor standpoint. It is information provided to BellSouth from vendors, so we protect that.

Q I think on some of these pages we looked at, you said that some of the costs were volume sensitive and some of them were not, particularly on page 4 of 13 of DDC-2. You have two different columns there.

A Uh-huh.

Q So some costs are sensitive to volume and some are not; correct?

A Correct.

Q Did you have to make any assumptions in

this study about what the volume of orders would be?

A In determining the underlying investments we did not. It was only at the bottom decision in which we divided by the number of orders.

Q Okay. I'm not sure that I understood your answer. At the bottom line you had to make some judgment about how many orders would be processed?

A Yes. In the study there is a forecast of orders that will be processed for 1999, 2000, and 2001. That is in the study.

Q If the orders that are processed are less -- well, if you process more orders than what you have projected, would that cause the cost to be less?

A Due to the way it's calculated, that would be a correct statement.

Q Do you know if BellSouth will make some adjustment if that happens?

A I understand that -- well, Susan Arrington can give you the exact answer, but I understand there is a process in place to evaluate these numbers as we go forward.

Q Do you know what that process is?

A I don't know it in detail, but she would.

Q On page 5 of 9 of DDC-1 -- and you discussed this with Ms. McKinney, and to tell you the

truth, I did not understand your explanation, and it's probably my fault. I want to talk to you about the 4.4 years that's referenced in the second bullet from the bottom. And what you say is equipment that you added in '96 will be recovered in 4.4 years ending in 2000, and equipment in '97, 4.4 years ending in 2001, et cetera. How did you come up with that 4.4 years for recovery?

A 4.4 is the depreciation life of the computer account to which these dollars are booked.

Q Is that something that the Commission has told you to use, or is that something that BellSouth developed, that 4.4?

A In this particular case, it is the Commission approved depreciation life.

Q Do you know -- was that approved in a docket that you're aware of?

A I don't remember how it originally was approved, but it was -- I don't know how to state this. In the unbundled network element filing that we did with the Commission -- and I do have the docket listed in my testimony -- the Commission told us the depreciation lives to use going forward in our unbundled network element studies, and that is the one. That docket is listed in my testimony on page 4

of the direct.

Q The MCI/AT&T docket; correct?

A Yes.

Q And in that docket, you're saying the Commission told you to use 4.4 for computer --

A For computers.

Q If you'll look on page 3 of your testimony, after the question, you say that the OSS electronic interfaces are the systems Bell developed to provide ALECs with the ability to transmit LSRs electronically. Can you tell me the specific systems that you're referring to there?

A I believe those systems are listed in my testimony on DDC-1. Let me check.

In DDC-1, on page 1 of 9, you will find listed throughout here the systems that are involved, whether it be for preordering or ordering, and then going on to page 2 for trouble maintenance. So they are --

Q I want a list from you of each system that you have included in your cost study that you want to recover for.

A Okay. We have the TAG, which is the Telecommunications Access Gateway, and the LENS, which is the Local Exchange Navigation System. We have --

let's see. We have the LESOG, which is the Local Exchange Service Order Generator, the BSOG, which is the BellSouth Service Order Generator.

Q Could you repeat that last one? I'm sorry.

A BSOG, which is your BellSouth Service Order Generator.

In the maintenance area, we have the TAFI, which is your Trouble Analysis Facilitation Interface, and we have the Electronic Communications Trouble Administration, which is your ECTA system.

Did I list the EDI system?

Q No.

A Okay. I was trying to list it so I could give what the acronym was. It's the Electronic Data Interchange. And I believe that looks to be it.

Q I counted seven when you went through that list.

A Okay. I have eight. EDI, LENS, TAG -- oh, did I list LEO? I might have skipped it. I'm sorry.

Q No.

A LEO, and that's stands for Local Exchange Ordering.

Q Okay. So that are eight electronic interface systems, if you will, that BellSouth seeks to recover the development and ongoing processing

costs for; is that right?

A I believe that is all of them. There are so many, I have a little trouble remembering.

Q Yes, plus the acronyms.

A Yes.

Q Do you know, does TCCF use all of these systems when they send an order to BellSouth?

A No, I'm not going to know that, but I believe Ron Pate could probably answer that. He's the OSS witness.

Q Would it make a difference to the cost study if they didn't use all these systems?

A It takes me just a minute to remember how the costs are calculated.

The costs are calculated on a total development and implementation cost for all the systems, so it would not matter. The total investment is added together and then divided by the number of orders.

Q So even if they don't use some of these, you think they should pay for them?

A In terms of all the electronic interfaces and how they interrelate, my understanding is that they all are developed together. There are efficiencies from developing them together, so that

would be the reason for studying them that way.

Q But my question is, even if they don't use all these systems, you think they should be paying for them?

A I think they should pay for development of the systems, yes.

Q Even if they don't use them?

A Yes.

Q All right. I'm trying to find the reference. In your testimony -- we're going to talk about the electronic systems first. You have included in the cost study capital and noncapital for each capital investment in each system; is that right?

A For each -- yes.

Q Okay. We've got our eight systems identified, and then for each system, you've figured out what the capital and the noncapital investment is?

A Right.

Q Does your exhibit show us what those numbers are?

A It includes the overall costs that we just discussed, and there is some of the capital included in DDC-2. The details again will be in the production of documents, I believe in 12A. Let me see.

On page 5, there is one piece of

information.

Q Of your testimony?

A On DDC-2. I'm sorry.

Q Okay.

A All right. Under Column A, there is something called material. That is really the dollars that are paid to vendors associated with the capital purchase of these computers. Those are the investment driven items. So this is on a per order basis that we have just the material price alone. That includes not getting it into plant or anything of that type. But the 3.29 is what's associated with the 530C, which is one of our accounts, and then the 630C is an additional four cents. And this is on a per order basis.

Q Ms. Caldwell, I want to know -- let's just take LENS. What's your total dollar capital investment that you claim that you have in that system?

A In terms of the LENS, that would be in the backup in the POD, in that work paper I've been talking about. That number is identified there.

Q And that's the confidential information?

A Right.

Q So in order for me to find that out, I'm

going to have to sign a confidentiality agreement?

A Correct.

Q And would your answer be the same for all the other seven systems?

A That is correct.

Q And is your answer the same if I were to ask you about the noncapital costs? You refer to some noncapital costs you want to recover.

A Some of the cost is identified on page 4 by systems. For instance, the LENS system is included in that, but the details for all the systems are not.

Q You also talk about other recurring expenses. This is page 4, line 6. What kind of expenses are included in that category?

A Page 4, line 6?

Q Yes. It says the electronic interface studies include other recurring expenses.

A Okay. I used the word "other" because in the previous sentence I had mentioned such things as maintenance, ad valorem and gross receipts tax. The items that are listed here would be your software maintenance, which is a specific item that is paid to vendors for maintaining software, not associated with the investment, which is the hardware. And then there is any labor that would be paid to individuals to

provide ongoing support for those systems.

Q Is there any -- the reason I ask you is because you say "include other recurring expenses such as." Are there other expenses that come in that category? I thought the ones you listed were supposed to be illustrative.

A The labor is fairly inclusive, because it includes the labor associated with the maintenance and ongoing upkeep of the systems and any individual programming and enhancements that would have to go along that would be expensed. So I believe these are fairly inclusive, even though I used the words "such as."

Q On DDC-1, page 6 of 9, you talk about the 4.2 hours or 25 minutes for the handling of an LSR manually. How was that number developed?

A The 4.2 hours was actually taken from the report -- excuse me. We have a report from --

MS. KEYER: Excuse me. I don't mean to interrupt, but she said 4.2 hours.

MS. KAUFMAN: I'm sorry, .42.

THE WITNESS: I said it.

MS. KEYER: I just wanted to clarify it for the record so it didn't come out four hours.

BY MS. KAUFMAN:

Q So we're talking about .42. The numbers kind of get jumbled up sometimes. Go ahead.

A All right. We have a report from the LCSC that specifies the amount of time it takes on an order, and we used that as the foundation. And I believe that is included in the POD, that report. And it provides the average amount of time to handle an order. And with that, we have had our experts look at it to see if they looked at any perceived change in the amount of time to handle a manual order. So that's where that number originated.

Q Is this a regionwide number?

A Yes, it is, because the center handles all nine states.

Q Is there any analysis done as to whether it takes a longer or shorter time to handle a manual order?

A I do not know of any analysis. Ron Pate might have some additional information.

Q Is the .42 reflective of all orders that are handled manually?

A Yes, it is.

Q Do you or whoever you got the information from make any distinction between an order that had to be handled manually because of a CLEC error as opposed

to a BellSouth error?

A Excuse me. This is not talking about errors. This is not fallout, or I'm missing something here. Hold on. I may have looked at the wrong number. Excuse me.

All right. Let me back up and discuss this, because I answered that question in response to the manual LSR processing, which is where there are no electronic interfaces, and that would be the last bullet on that page.

Q Just so we're clear, the .42 number reflects only orders that cannot be processed electronically?

A It happens to be the same number, but let me explain why. My explanation of the information was obtained from all orders that were processed through, and then we looked at going forward handling manual orders, how much that would take. Now, that's how we obtained in the last bullet on that page the .42 hours.

Okay. Using that as a starting point, we went back to the experts and said, "How does this lay down when it is a fallout order or it is the result of an error?" Now, that will be the first bullet on that page.

Q All right. The first bullet is supposed to represent fallouts?

A Yes.

Q Meaning errors?

A An error from coming into the interfaces.

Q Okay.

A In discussion with the individuals responsible for the systems, what we're finding right now -- and in fact, it relates to the bullet just above that when it talks about how the 6.67% fallout rate is obtained. Right now we're operating, today, going into 1999, at 15%. That's where our fallout rate is. We anticipate that fallout rate in 1999 to go down to 10 percent and then proceed down going forward. So we used the forward-looking fallout, and we just averaged it over our recovery period to get the 6.67%.

So in discussions with the individuals, the question was, "Do you feel that 25 minutes, even though it may take them 25 minutes today to handle a fallout, will continue?" The answer was yes, because as that fallout rate is going to improve, the number of orders that fall out significantly goes down, but the amount of time to handle them becomes even more. In other words, it's going to, at a minimum, stay the

same, because the orders are more difficult. Right now they're building into the systems if you have like typo errors and things of that type for the system to correct, and the ALECs are learning as well as we're learning.

So going forward, we feel that the type of error that would fall out would be the ones that take a while to resolve, and that's why we remained with the 25 minutes. So there is some underlying analysis of that 25 minutes for the fallout.

Q Just so I'm clear on what you said, you're using the 25 minutes for an order that cannot be handled electronically because there's no system to do it, and you're using it for an order that falls out of the electronic processing and has to be handled manually; is that right?

A We use it for the manual. I'm not sure how the fact that we don't have a system -- I mean, maybe someone else needs to address that a little bit better. If an order is processed manually, we use 25 minutes; right. If it comes to us not through the electronic interfaces, but direct, manual, then that is 25 minutes.

Q And if an order is submitted electronically and it drops out of the electronic system, you use 25

minutes also?

A Twenty-five minutes, except we do apply the fallout percentage of 6.67% to it.

Q What do you mean, you apply the -- what do you apply the 6.67% to?

A To the .42 hours. Remember earlier we were discussing the fact that in the study we used -- if I can find it real quick.

Okay. On page 11 of 13, this is where we calculate the fallout rate.

Q Just a second.

A All right?

Q Uh-huh.

A And notice that that work time is .028.

Q I see that.

A If you take the .42 times .0667, that's how you obtain .028. I think when I discussed it earlier I said take the 25 minutes times the .0667 and divide by 60, which is the same calculation, but that's what I was talking about.

So in the cost, you only have .028 of an hour included for the fallout of the order.

Q As opposed to .42?

A Right.

Q Okay. For the orders that fall out, is

there any distinction made between orders that fall out due to the CLEC's error versus BellSouth's error, or do all orders that fall out, are they all calculated in this way?

A They're all calculated in this way, but one of the assumptions under the small fallout rate is that there would be very few orders as a result of the interfaces themselves. It would be the more detailed problems with the orders from the CLECs.

Q Let me ask the question again. Either I didn't understand your answer or vice versa. When you're calculating the orders that fall out of the electronic system and wanting to apply a charge for that, is there any distinction made between orders that fall out due to a CLEC error versus orders that fall out due to a BellSouth error, or do you want to apply the same charge if it falls out for whatever reason?

A In terms of the application of the rate, Susan would have to give you -- excuse me. Susan Arrington would have to give you detailed answers. My understanding in obtaining the numbers for input into the cost study is that when we looked at these 25 minutes to handle the order with the fallout rate, that it is assumed that over this time there will be

very few errors. In fact, there will be no errors from the interfaces themselves. It would be CLEC input information deep into the order that actually caused the order to fall out.

Q What I think you're saying is that you're assuming that anytime an error falls out, it's the CLEC's fault?

A Uh-huh, underlying these numbers. Now, in terms of the application, if those are weighted or whatever, Susan Arrington could give you more information.

Q On that same page we're looking at, 6 of 9, you say in the very last sentence, "This figure," I guess referring to the .42, "is based upon year-to-date September 1998 statistics from the LCSC for handling manual ALEC LSRs." Do you mean for the first nine months of 1998, your statistics from the LCSC were used?

A That is correct.

Q Take a look at DDC-2, page 9 of 13. Do you see the third entry there? It says "Commission Coordination," the third line down under "Function."

A Yes.

Q What is that? I mean, to back up, this is some task that someone is going to perform; is that

right?

A Yes, it's a task that's performed by a Job Grade 59 in the Marketing Department, and I don't know in detail.

Q You don't know what that task is?

A Not in detail.

Q Do you know generally?

A No.

Q Then you show that as Marketing Pay Band 59. What is that? Is that a pay range?

A These are management individuals, and their salaries are -- individuals within an individual pay band, like first level, second level, et cetera. So this is a second level manager in the Marketing Department, and they fall into that job band.

Q And this person -- under the next column it says work time, .000401. How is that translated? How does that relate to an eight-hour workday, if it does?

A That would be the amount of time that would be involved on a per LSR for an individual in this particular job band. So that represents .0004 of an hour. And we express it in terms of an hour. When you talk about your eight-hour day, we express that in terms of an hour so it can be multiplied times a direct labor rate.

Q When you say direct labor rate, is that an hourly rate?

A Yes, it is.

Q So the $55 is what this person is getting per hour?

A That is not their salary. That is the direct cost to BellSouth of having the individual on the payroll. It includes their salary as well as their benefits.

Q Okay. And you said you don't know what this is, but the CLECs are going to be picking up, or I should say you want TCCF to pick up this line called Commission Coordination. I assume you think it has something to do with processing orders.

A Oh, I know it has something to do with processing orders. I just can't remember exactly what this individual does.

Q Okay. When you were putting the cost study together, or reviewing it, I guess, were there any cost reductions made for functions that BellSouth will not have to perform if a CLEC takes over a customer?

A The costs that are incurred here are the costs associated with processing the CLEC order. So any cost reductions would have been assumed over in the resale cost study, not in this particular study.

These are costs that are incremental to anything that has been determined in that environment.

Q So are you saying that any cost savings to BellSouth are accounted for in their resale discount?

A Yes.

Q And I guess the answer would be that none of those reductions are included in your study?

A Right. These are all incremental, whether it be resale or unit.

Q Have you considered or taken into account any of the reseller's costs on their side of the interface?

A No, we have not.

Q Did you also -- I think you said this, but did you assume that the same processing costs are going to apply to UNEs as apply to resale orders?

A Yes.

Q And what's that assumption based on?

A It's based on the fact that the order will be processed through the interface basically the same way. It will come into the system and process on down the line. These are interfaces.

Q Right. I understand. So does that apply -- processing a UNE order is of the same complexity as processing a resale order?

A In terms of the interfaces, yes.

Q I'm going to try and frame this question, and you're probably going to have to help me. And I'm going to try and give a high level summary of what I think you all are doing here. You've taken the cost of these systems, both the development and the ongoing processing costs of the eight systems we've talked about, and all the other costs that you've put in there, and then you've kind of broken it down to a per order basis for the ALECs' use of the system; right?

A On a very broad level, yes.

Q Okay, good. And my client, TCCF, is in arbitration now, and other companies I imagine will come along in the future. How do you account -- what assumptions did you make in terms of timing? In other words, say TCCF has to pay these rates beginning July 1, and then another reseller or someone that's using UNEs renegotiates September 1, et cetera, et cetera. Is that timing factored into this in any way or not?

A The only timing included in my study is that we will look at 1999 through 2001, so all ALECs that will be ordering, and all LSRs, during that time period are included in the study.

Now, the application of those rates and how they are negotiated is beyond my knowledge. That

would be Susan Arrington.

Q Well, does it have any impact on the validity of your costs if TCCF is the only ALEC that has to pay these costs?

A The costs are the costs. They are what they are. So the costs are going to be the same.

In terms of application of the rates, as I said, that's a Susan Arrington question. I do not know how that works.

Q I guess I don't understand that. And let's just take this hypothetical. Your costs are $100. Let's say your development, nonrecurring, one-time costs, just to keep it simple, they're $100. TCCF processes 10 orders, assuming you're charging $10 an order, understanding those are not your numbers, but just for a scenario. So it's 10 bucks an order for them. Then comes along MCI, and MCI has got 100 orders, so now you've got 110 orders to divide into your $100.

I already messed up the math, but you get the point that I'm making. It's going to be something less than, a whole lot less than $10 an order.

So am I understanding that your study did not take that into account, the effect of the number of orders, whether they would be more or less? Since

TCCF is the first one, you want them to pick up the whole charge?

A No. The number of orders includes AT&T, MCI, every ALEC that BellSouth anticipates doing business with or forecasts doing business with going forward. And that is predominantly driven, of course, the number of orders, by your larger CLECs.

Q Right.

A So if I look at this in your scenario, I would have done my study at 110 orders. I never would have done the 10 orders. So TCCF is a subset. In the total number of orders that I used in my study, TCCF orders is only a small portion of that number. So AT&T, MCI, and all the others, ACSI, they are included.

Q Well, MCI doesn't pay this charge now, do they?

A Like I said, I can't answer how the application and what they're planning -- excuse me, what the negotiators are planning on doing with this going forward.

Q Do you know if MCI pays this charge today?

MS. KEYER: I think she said she couldn't answer that.

MS. KAUFMAN: No, she said she didn't know

what they're planning on doing.

MS. KEYER: I thought she said she couldn't answer it.

THE WITNESS: I do not know really what's in their contract.

BY MS. KAUFMAN:

Q So as we sit here today, you don't know whether any other ALEC today pays this charge, or these charges?

A Well, I can say that I know that these are new cost numbers. So the exact numbers of the $6.78 and the $20.08 we talked about, I don't believe those numbers have been negotiated before. But there are other numbers out there from cost studies I've done in the past that I know are in some contracts, but to what level and how many I do not know.

Q We're going to confine our discussion to charges for OSS. To your knowledge, does any company in Florida pay any charges, whether they're these or others, for processing orders to recover the development costs of these systems?

MS. KEYER: Vicki, I'm going to let her answer this question, but she has said numerous times, and I have too, that she's not the rate person. She is a cost witness. If you have questions about

charges or rates, we have another witness who can answer those questions. So I think it would be better if we can confine them to cost questions.

I'm going to let her answer this question, but if you continue to ask her rate questions, I am going to object and instruct her not to answer.

BY MS. KAUFMAN:

Q Do you need me to repeat the question?

A Yes, please.

Q I'll try. As we sit here today, are you aware whether any ALEC in Florida pays a charge that is supposed to allow BellSouth to recover the development costs of these systems, whether it be the numbers you're sponsoring or any other charge?

A I do not know the details of the contracts and what the individual companies are paying.

Q Okay. I didn't ask you for the details. If you don't know, that's fine. If you do, you need to tell me. Do you know if any company pays these kind of charges today?

A No, I do not know what's in the contracts. That's right.

Q Those sort of questions should be directed to Ms. Arrington?

A Yes. She would know that.

MS. KAUFMAN: I think that's all I've got. Thanks.

MS. McKINNEY: I have some additional questions.

FURTHER EXAMINATION

BY MS. McKINNEY:

Q Ms. Caldwell, earlier you said that BellSouth was recovering costs for eight systems; is that correct?

A (Nodding head affirmatively.)

Q Does BellSouth use the -- I'm not good with acronyms. TAFI, or any other system for which BellSouth seeks to recover costs?

A No. Those systems that I listed are the electronic interfaces. They are not required for BellSouth to do business.

Q So BellSouth doesn't use TAFI?

A BellSouth itself does not use TAFI for its own services. It is an interface that was built to allow the ALECs to interface with our systems.

Q Did BellSouth develop EDI, or was it developed by the OBF or another national forum?

A Ron Pate can give you more detailed information. I do know that the interfaces do meet the national standard, if that answers that question.

But Ron Pate can give you the detailed information.

Q Earlier you stated on DDC-1, page 6 of 9, that orders that cannot be placed electronically are handled in 25 minutes. And I'll give you a chance to turn to that, DDC-1, page 6 of 9.

A Uh-huh.

Q Do these orders include orders for complex services?

A This would be -- the answer to that is yes. This would be any ALEC order that is handled manually. And remember that this is only the service order processing portion of it, so you still have network provisioning, which is down the road, that has a lot of the costs associated with very complex services. But this would be for any service order portion of that.

Q Ms. Caldwell, how long does it take BellSouth's retail organization to process complex orders that cannot be processed electronically?

A Can you repeat that?

Q How long does it take BellSouth's retail organization to process complex orders that cannot be processed electronically?

A I'm just trying to remember if that was in any of the last cost studies that I've done.

I'm not going to know that. I don't know that.

Q Could you get us that information?

A I'll see if we have it.

MS. McKINNEY: Could you check, please? And that will be Late-Filed Exhibit Number 7. And we're looking for the length of time that it takes BellSouth's retail organization to process complex orders that cannot be processed electronically. That will be Late-Filed Exhibit Number 7.

(Late-Filed Exhibit 7 identified.)

THE WITNESS: I need some clarification. I probably should have asked for this clarification before I answered.

MS. McKINNEY: Let's go off the record for a minute.

(Discussion off the record.)

BY MS. McKINNEY:

Q Going back on the record, Ms. Caldwell, when you mentioned earlier the forecasted ALECs, could you specify whether you were talking about current ALECs doing business or you were forecasting businesses that are not yet certificated that might come into the business?

A I'm not certain of exactly what was

included in the forecast, but we can find out for you.

MS. McKINNEY: Okay. If we can make that information Late-Filed Exhibit Number 8, please, and that will be specific definition of forecasted ALECs as you've been referencing. We'll just call it Forecasted ALECs.

(Late-Filed Exhibit 8 identified.)

MS. McKINNEY: Nothing additional from Staff at this time. Ms. Kaufman, did you have any follow-up?

MS. KAUFMAN: Maybe we could just go off the record and see when we'll get the late-filed.

MS. McKINNEY: I was going to discuss that at the end. If you have no additional questions --

MS. KAUFMAN: No, I have no further questions.

MS. McKINNEY: Mary, do you have any questions for the witness?

EXAMINATION

BY MS. KEYER:

Q I just have one follow-up on the TAFI system, Ms. Caldwell. The costs that are associated with TAFI, I just want to make sure we're clear, those are the costs of the interface, not of the TAFI system?

A That's right. That is the TAFI interface; correct.

Q Okay. And even if BellSouth uses the TAFI system, it wouldn't be using the interface, so you're not trying to recover costs for the TAFI system.

A That is correct. It is only the TAFI interface portion.

FURTHER EXAMINATION

BY MS. McKINNEY:

Q And a follow-up question from Staff. What is the difference between the two?

A Between the system and the interface?

Q Yes.

A All right. You can have a system that actually processes the order and has access to other systems downstream. All the interface does is allow the ALEC through a standard format that has been approved through the forum to set up their orders, input it into that system, and then that interface system simply connects it to our systems downstream.

For instance, if they want to input an order, rather than putting it directly into the BellSouth system, which is Legacy systems that have been around for a long time that are not standard -- there's no standards for the country or the region for

our systems, because they've been around for many, many years. What we've done is built an interface in between the ALEC and our Legacy system that allows them to format and transmit their orders so they will feed into our system. And those are all the standards. They get the format and the standard format to feed into our system. It's simply an interface.

MS. McKINNEY: Anything additional, Vicki?

MS. KAUFMAN: I just want to follow up on your question, Ms. McKinney.

FURTHER EXAMINATION

BY MS. KAUFMAN:

Q Can an ALEC input their repair tickets directly into the Legacy system?

A At this point in time, I do not believe that is possible. You use the standard interfaces.

Q So the ALEC is required to use the interface; correct? We're talking about TAFI now.

A Input directly into the system?

Q Well, didn't you just say to Ms. McKinney that BellSouth doesn't use the interface, that they input directly into the Legacy system?

A BellSouth does not need the interface; correct.

Q Because they input directly into Legacy; correct?

A That's right.

Q Okay. Now, does an ALEC have the ability to do that?

A My understanding is that the ALECs have access to the interfaces. That's the purpose of the interfaces.

Q Okay. But just so we're clear, an ALEC cannot input directly into the Legacy system; right?

A That's my understanding at this point the time.

MS. KAUFMAN: Okay. I just wanted the record to be clear.

FURTHER EXAMINATION

BY MS. McKINNEY:

Q Ms. Caldwell, what interface does BellSouth use to access the TAFI system?

A I'm not going to know about TAFI, but I do know a little how the service order systems work, and maybe that will help.

Q Could you explain to us what you know, to the best of your knowledge?

A The way the direct order entry, which is the DOE system, and the old SOPS, which is Service

Order Processing System, the ways those systems work is that you have terminals on the desk of the individuals that have screens that pop up on their screens, so those terminals are directly connected into the system. And so when an individual is inputting into the system, they have access to everything that's in the system, all the proprietary data, et cetera, right there on their screen, and so they're more or less a part of the system. It's not a truly separate interface. When they log on, they basically get access to everything that's in the processor.

I believe that's really the difference, whereas what's happening here is, these individuals will have access, but they will not have access to proprietary data unless information has been negotiated, et cetera. But it's just a separate front end ability to allow you to get to that system downstream.

In my simple mind, it works something like trying to get to the Internet. I'm not a computer person. But you basically have a little doorway to get to your Internet down the road, and that's how these interfaces works.

MS. McKINNEY: Thank you. Anything

additional, Ms. Kaufman?

MS. KAUFMAN: No.

MS. McKINNEY: Mary, anything else?

MS. KEYER: No.

MS. McKINNEY: Thank you very much, Ms. Caldwell. We appreciate it. We're going off the record. This deposition is over.

(Deposition concluded at 10:08 a.m.)

ERRATA SHEET

DOCKET NO.: 981052-TP
NAME: DAONNE CALDWELL
DATE: January 11, 1999

Page	Line	

CERTIFICATE OF DEPONENT

This is to certify that I, DAONNE CALDWELL, have read the foregoing transcript of my testimony, page 1 through 78, given on January 11, 1999, in Docket No. 981052-TP, and find the same to be true and correct, with the exceptions, and/or corrections, if any, as shown on the errata sheet attached hereto.

_____
DAONNE CALDWELL

Sworn to and subscribed before me this

_____ day of _____, 1999.

_____
Notary Public
State of _____

My Commission Expires:

CERTIFICATE OF OATH

STATE OF FLORIDA)
COUNTY OF LEON)

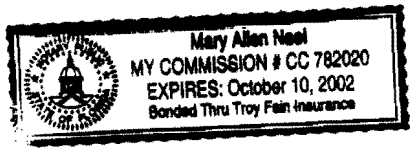
I, MARY ALLEN NEEL, Notary Public in and for the State of Florida at Large:

DO HEREBY CERTIFY that on January 11, 1999, DAONNE CALDWELL personally appeared before me and was duly sworn.

WITNESS my hand and official seal this 14th day of January, 1999.

Mary Allen Neel

MARY ALLEN NEEL
Notary Public - State of Florida



CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF LEON)

I, MARY ALLEN NEEL, do hereby certify that I was authorized to and did stenographically report the foregoing deposition of DAONNE CALDWELL.

I FURTHER CERTIFY that this transcript, consisting of 78 pages, constitutes 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 14th day of January, 1999.

MARY ALLEN NEEL, RPR
100 Salem Court
Tallahassee, Florida 32301
(850) 878-2221

Legal

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-1_____
January 15, 1999
Page 1 of 1

REQUEST: Number of LSRs in Florida

(a) Provide number of Florida specific LSRs by month from 1996 to January, 1999.
(b) Provide number of Florida projected LSRs by month from 1999 to 2001.

RESPONSE:

a) BellSouth does not track Local Service Requests (LSRs) by state. The LSRs are issued by regional CLEC ordering centers to the BellSouth LCSC which is also regional. An LSR may result in several service orders which may require work in more than one location. Therefore, the following response contains regional data. BellSouth is furnishing the data available on such short notice (10/97 – present). The total number of LSRs for the region by month are as follows:

1997 Total LSRs - Region

10/97	11/97	12/97
64,710	62,413	66,801

1998 Total LSRs - Region

01/98	02/98	03/98	04/98	05/98	06/98	07/98	08/98	09/98	10/98	11/98	12/98
61,398	74,639	96,213	106,869	93,338	118,576	127,481	159,799	164,782	161,154	164,182	189,089

b) Below are the projected LSRs by month from the year 1999 to 2001

Projected LSRs for the year 2000 - Region

01/99	02/99	03/99	04/99	05/99	06/99	07/99	08/99	09/99	10/99	11/99	12/99
205,724	223,371	242,084	261,920	282,939	305,205	328,783	353,742	380,156	408,100	437,655	468,905

Projected LSRs for the year 2000– Region

01/00	02/00	03/00	04/00	05/00	06/00	07/00	08/00	09/00	10/00	11/00	12/00
497,039	526,862	558,473	591,982	627,501	665,151	698,408	733,329	769,995	808,495	848,920	891,366

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-2_____
January 15, 1999
Page 1 of 1

REQUEST: State Comparison of LSRs

(a) Compare the information requested in 1) above to the other eight states.

RESPONSE:

See BellSouth's response to Item 1.

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-3_____
January 15, 1999

REQUEST: Provide the percentage of total orders received in Florida sent electronically and manually for January, 1999. Express both as a percentage of total.

RESPONSE:

Please see response to Item 1. BellSouth does not track orders by state. However, in an attempt to be responsive, BellSouth is furnishing LSR data for the most recent month available. Data for the previous month becomes available after the 15th of the following month. BellSouth assumes that the request is for LSRs received electronically or manually. BellSouth receives LSRs from ALECs either electronically (EDI/LENS) or manually (fax) and these LSRs either flow-through or are manually input into BellSouth's Service Order Completion System (SOCS). When the information on the LSR is accepted by SOCS, it becomes an order and proceeds electronically from that point. Below are the total electronic and manual LSRs for the region for the month of November 1998.

Percentage of Total Electronic LSRs for November, 1998 – Region

Electronic LSRs	40.1%
Manual LSRs	59.9%
Total LSRs – Nov. 98	100.00%

REQUEST: Electronic Interfaces for ALECs (Refer to TCCF data requests for assistance)

a) What electronic interfaces are available?
b) Provide percentage LSRs sent to BellSouth via each interface (Florida only.)

RESPONSE:

a) Below are the electronic interfaces that are available for CLECs

Electronic Interfaces for CLECs and their Applications
Application: Pre-Ordering
LENS
EC-Lite
TAG
Application: Ordering & Provisioning
EDI
EXACT
EDI-PC
LENS
TAG
Application: Repair & Maintenance
TAFI
ECTA Gateway to T1/MI local and IXC
Application: Billing
ODUF
ADUF

RESPONSE: (Cont.)

b) BellSouth does not track LSRs on a state-specific basis. The figures below reflect regional data for the year 1998.

LSRs Sent Via EDI or LENS	
Electronic Interface Used	*Percentage of Entry Method*
LENS	76.7%
EDI	23.3%
Total % LSRs	100.0%

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-5_____
January 15, 1999

REQUEST: Total number of manual ALEC orders received in Florida by % new, % move, % add, and % change.

RESPONSE:

A single LSR may result in a "new" (N order), "move" (T order), and/or "add"/"change" (C order). Once an LSR has been processed, it is processed mechanically (electronically) from that point in SOCS, no matter how it was received from the CLEC. At this time, BellSouth is unable to determine whether the LSR that produced the N, T or C Order was generated by a manual or electronic LSR. BellSouth is investigating to see if it can be determined what type of LSR (manual or electronic) produced that particular order. A further response will be furnished if additional information becomes available.

Based on November and December data, below are the Total ALEC orders completed in Florida by % new, % move, % add, and % change.

MONTH	C-ORDERS	N-ORDERS	T-ORDERS	TOTAL
NOV.	65.5%	33.3	1.2%	100%
DEC.	69.9%	29%	1.1%	100%

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-6_____
January 15, 1999

REQUEST: Provide the same information requested in 5) above for electronic ALEC orders.

RESPONSE:

See BellSouth's response to Item 5.

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-7_____
January 15, 1999

REQUEST: Provide the time it takes BellSouth's retail organization to process orders for complex services.

RESPONSE:

It takes an average of 60 minutes to process an order for complex services. The average does not include administrative time to answer calls and questions or to perform post order issuance administrative functions.

The average processing time for the LCSC and retail issuance groups is the same because the process flows for both groups are identical and the orders have been issued by the same service representatives.

BellSouth Telecommunications, Inc.
FPSC Docket No. 981052-TP
Caldwell Deposition
Late Filed DDC-8_____
January 15, 1999

REQUEST: Specified definition of forecasted ALECs

a) How is ALEC defined in the forecast used in the cost study? That is, does the forecast only consider the number of ALECs in service today, or is a growth factor utilized to account for future ALECs that do not exist today?

RESPONSE:

The forecast used in the cost study does account for future ALECS that do not exist today.

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: DAONNE CALDWELL

PARTY: BELLSOUTH

DESCRIPTION:

1. BST'S RESPONSE TO STAFF'S FIRST SET OF INTERROGATORIES NOS. 1-9 - PAGE 1

2. BST'S RESPONSE TO STAFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS NOS. 1-9 - PAGE 16

PROFFERING PARTY: STAFF

I.D. # DDC-4

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052 EXHIBIT NO. 19
COMPANY/ WITNESS: Caldwell
DATE: 1-22-99

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 2.

(a) For each of the items under other expenses, please explain the nature of the expenses in each category, identify the dollar amount of each expense category that is attributable to the development and implementation of the OSS electronic interfaces, and describe the specific activities in each category that are related to the development of the OSS electronic interfaces.

(b) For each value shown in the column Direct Cost, please provide the derivation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c) To the extent not indicated in response to (a) or (b), please explain and indicate specifically how the costs were converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE:

(a) Please refer to the Operational Support Systems Electronic Interface Cost Study Input Sheet, Workpapers 1-12A and Attachment A provided in POD Item No. 1 for details. This documentation develops the dollar amounts and labor hours for each expense category that is attributable to the development and implementation of the OSS Electronic Interfaces. These worksheets also develop the expenses and labor hours per Local Service Request (LSR) that are presented to the TELRIC Calculator resulting in the reports as described in Exhibit DDC-2.

RESPONSE: (Cont.)

(a) The following explains the basic nature of the expenses by category for the Input Sheet and all Workpapers:

Electronic Interface:
A logical grouping of computing and communications equipment and software for the purpose of processing ALEC pre-ordering transactions, LSRs and working trouble reports.

System Development/Enhancements:
The design, systems analysis, computer programming, programming/systems testing, software debugging, implementation, documentation and training of computer based information systems.

System Development – BST Labor Hours:
Systems development and enhancements performed by BST personnel.

Application Development – BST Labor Hours:
Specific computer programming or coding performed by BST personnel in 1997. Computer planning and analysis functions from 1998 forward.

System Development – Contracted Labor Hours:
Systems development and enhancements performed by contract computer programmers.

Contracted Hourly Rates:
System development and enhancements contract hourly charges from contractors.

Application Development – Other Contracted Costs:
Computer programming contract charges from Andersen Consulting, Incorporated for development.

RESPONSE: (Continued)

Application Maintenance Contract Services:
Computer programming contract charges from Andersen Consulting, Incorporated for ongoing programming maintenance.

Other Development Costs:
Other material and expenses such as Consulting Fees and charges from Bellcore.

Software Right-to-Use Fees:
License fees associated with the use of vendor software.

Project Management Labor Hours:
BST labor expended for the purpose of managing the development, implementation and ongoing maintenance of the interfaces.

Product Commercialization Unit (PCU) Contracted Labor:
PCU contracted labor for testing and trouble shooting the interfaces, requirements writing and release management.

Hardware Support:
Expenses associated with computing operations performed by EDS, Incorporated.

Annual Hardware Maintenance:
Expense for vendors performing hardware maintenance.

Annual Software Maintenance:
Expenses for vendors performing Operating System software maintenance.

RESPONSE: (Continued)

(b) See (a) above.

(c) See (a) above.

RESONSE PROVIDED:

Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, Page 3.

(a) For each of the items under Function, please explain the nature of the expenses in the category, identify the dollar amount of each expense category that is attributable to the development and implementation of the OSS electronic interfaces, and describe the specific activities in the category that are related to the development of the OSS electronic interfaces.

(b) For each value shown in the column Installation Work time, please provide the deviation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 2. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c) To the extent not indicated in response to (a) or (b), please explain and indicate specifically how the installation work times were converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, Page 4.

(a) For each of the items under Volume Insensitive Direct Cost, please explain the nature of the expenses in the category, identify the dollar amount of each expense category that is attributable to the ongoing processing associated to the OSS electronic interfaces, and describe the specific activities in the category that are related to the ongoing processing related to the OSS electronic interfaces.

(b) For each value shown in the column Installation Work time, please provide the deviation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 3. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c) To the extent not indicated in response to (a) or (b), please explain and indicate specifically how the installation work times were converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, Page 5.

(a). For the two items shown here associated with FRCs 530C and 630C, please explain the nature of the investment in the category, and identify the dollar amount of each investment category that is attributable to the ongoing processing associated to the OSS electronic interfaces.

(b). For the two items shown here associated with FRCs 530C and 630C, please provide the derivation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 4. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c).To the extent not indicated in response to (a) or (b), please explain and indicate specifically how these investments were converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35243

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 6. Please provide work papers and supporting documents associated with the Land and Buildings factors as requested in Staff's First Expedited Request for Production of Documents No. 5.

RESPONSE: See the response to POD Item No. 5.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35242

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 8.

(a). For each of the items under Volume Insensitive Function, please explain the nature of the expenses in the category, identify the dollar amount of each expense category that is attributable to the ongoing processing of the OSS electronic interfaces, and describe the specific activities in the category that are related to the ongoing processing of the OSS electronic interfaces.

(b). For each value shown in the column Work Time, please provide the derivation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 6. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c). To the extend not indicated in response to (a) or (b), please explain and indicate specifically how the work times were converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35242

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 9.

(a). For each of the items under Volume Sensitive Function, please explain the nature of the expenses in the category, identify the dollar amount of each expense category, identify the dollar amount of each expense category that is attributable to the ongoing processing of the OSS electronic interfaces, and describe the specific activities in the category that are related to the ongoing processing of the OSS electronic interfaces.

(b). For each value shown in the column Work Time, please provide the derivation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 7. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c). To the extent not indicated in response to (a) or (b), please explain and indicate specifically how the work times were converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35242

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 11.

(a) Referring to the entries under function, JFC/Payband, and JFC/Payband Description, please explain the nature of the expenses in the category, identify the dollar amount of each expense category that is attributable to the ongoing processing of the OSS electronic interfaces, and describe the specific activities in the category that are related to the on going processing of the OSS electronic interfaces..

(b). For the value shown in the column Installation Work time, please provide the derivation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 8. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c). To the extent not indicated in response to (a) or (b), please explain and indicate specifically how the installation work time was converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35242

REQUEST: For purposes of the following request, please refer to Exhibit DDC-2, page 13.

(a) Referring to the entries under Function, JFC/Payband, and JFC/Payband Description, please explain the nature of the expenses in the category, identify the dollar amount of each expense category that is attributable to the OSS manual processing, and describe the specific activities in the category that are related to the OSS manual processing.

(b). For the value shown in the column Installation Work time, please provide the derivation of the amount shown and all associated work papers and source documents as requested in Staff's First Expedited Request for Production of Documents No. 9. The derivation and associated information requested should be sufficient for someone to comprehend the sequence of calculations leading up to the value shown on this exhibit, as well as all relevant assumptions employed.

(c). To the extent not indicated in response to (a) or (b), please explain and indicate specifically how the installation work time was converted to a per local service request basis, and provide the derivation of the denominator used.

RESPONSE: See response to Interrogatory Item No. 1 and POD Item No. 1.

RESPONSE PROVIDED: Charles Lee
Director
3535 Colonnade Parkway
Birmingham, AL 35242

STATE OF GEORGIA

COUNTY OF FULTON

BEFORE ME, the undersigned authority, personally appeared Evelyn P. Peters, who being first duly sworn deposes and says:

That she occupies the position of Manager, Headquarters Regulatory and is the person who has furnished answers to these interrogatories No. 1 through No. 9 and further says that said answers are true and correct to the best of her knowledge and belief.

WITNESS my hand and seal this 14th day of January, 1999.

Signature Evelyn P. Peters

Michaele F Holcomb

Notary Public

State of Georgia

My Commission Expires:

MICHEALE F. HOLCOMB
Notary Public, Douglas County, Georgia
My Commission Expires November 3, 2001

Legal Department

MARY K. KEYER
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0729

January 15, 1999

Via Hand Delivery

June C. McKinney
Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

1999

LEGAL DIVISION

Re: Docket No. 981052-TP

Dear Ms. McKinney:

Enclosed are BellSouth Telecommunications, Inc.'s Answers to Staff's First Expedited Set of Interrogatories, Nos. 1-9, dated December 23, 1998.

Sincerely,

Mary K. Keyer (ke)
Mary K. Keyer

Enclosures

cc: All parties of record
M. M. Criser, III
N. B. White
William J. Ellenberg II (w/o enclosures)

CERTIFICATE OF SERVICE
Docket No. 981052-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via U.S. Mail this 15th day of January, 1999, to the following:

Andrea K. Welch
Telephone Company of Central
Florida, Inc.
3599 W. Lake Mary Boulevard
Suite E
Lake Mary, Florida 32746
(407) 328-5002

Joseph A. McGlothlin
Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin,
Davidson, Decker, Kaufman,
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BELLSOUTH TELECOMMUNICATIONS, INC.

FPSC DKT NO 981052-TP

STAFF'S FIRST EXPEDITED REQUEST FOR PRODUCTION OF DOCUMENTS

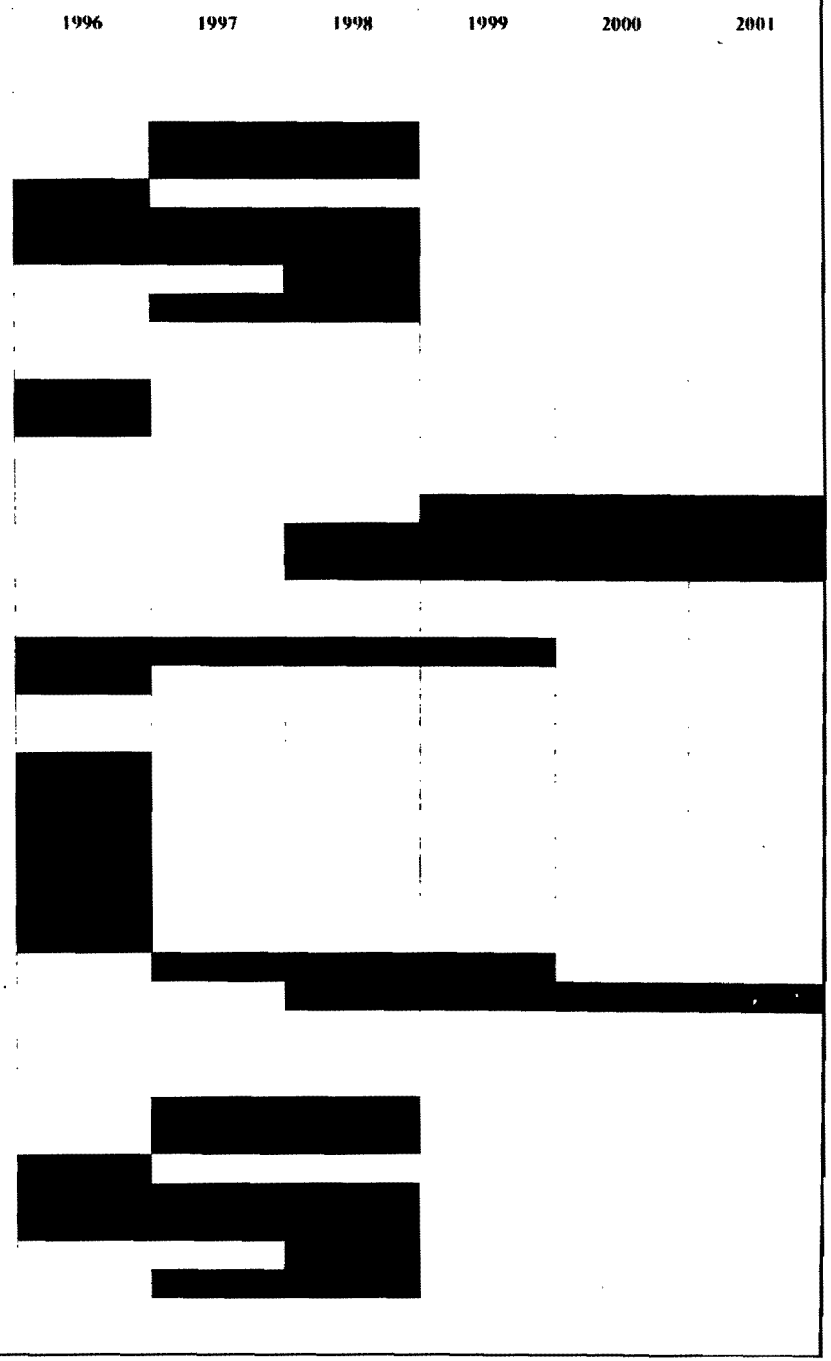
POD NO. 7

PROPRIETARY

POD Item No. 1
Operational Support Systems Electronic Interface Cost Study Input Sheet,
Workpapers 1-12A and Attachment A

INPUT SHEET

State-Line	Florida Description	FL Source	JFC/ PB/FRC
	F.L.61	F.L.62	
	LENS		
6	**LENS System Dev/Enhancements:**		
7	System Dev BST Labor Hours	Information Tech.	ITPB59
8	System Dev BST Labor Hours	Information Tech.	ITPB58
9	Appl Dev BST Labor Hours	Information Tech.	
10	System Dev Contracted Labor Hours	Information Tech.	
11	Contracted Hourly Rate	Information Tech.	
12	Appl Dev Other Contracted Costs	Attachment A, L.11	
13	Other Dev Costs	Information Tech.	
14			
15	**LENS: IT Program Dev Headcount**		
16	IT PB59	Information Tech.	ITPB59
17	IT PB56	Information Tech.	ITPB56
18			
19	**LENS: System Support**		
20	LENS Sys Support Labor Hours	Information Tech.	ITPB58
21	Application Maintenance Costs	Attachment A, L.14	
22	Other Support Costs	Information Tech.	
23			
24	**LENS Software(SW) Expenses:**		
25	LENS SW Right to Use Fees	Information Tech.	
26	LENS SW Maintenance	Information Tech.	
27			
28	**LENS Equipment:**		
29	Installed Price of Each Personal Computer	Information Tech.	630C
30	Number of Personal Computers Purchased	Information Tech.	
31	Installed Price of X Terminals	Information Tech.	530C
32	Number of X Terminal Purchased	Information Tech.	
33	Installed Price of 2 Dev Application Servers	Information Tech.	530C
34	Installed Price of 3 Test Servers	Information Tech.	530C
35	Installed Price of 3 Application Servers	Information Tech.	530C
36	Installed Price of Midranges	Information Tech.	530C
37	LENS Hardware Support	Attachment A, L.85	
38			
39	**LEO**		
40	**LEO System Dev Hrs**		
41	System Dev BST Labor Hours	Information Tech.	ITPB59
42	System Dev BST Labor Hours	Information Tech.	ITPB58
43	Appl Dev BST Labor Hours	Information Tech.	
44	Contractors Hours	Information Tech.	
45	Contractors Hourly Rate	Information Tech.	
46	Program Dev Other Contracted Costs	Attachment A, L.18	
47	Other Dev Costs	Information Tech.	
48			
49	**LEO: IT Program Dev Headcount**		



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FPSC-RECORDS/REPORTING

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INPUT SHEET

State-Line	Description	FL Source	JFC/ PB/FRC	1996	1997	1998	1999	2000	2001
50	IT PB59	Information Tech.	ITPB59						
51	IT PB58	Information Tech.	ITPB58						
52									
53	**LEO: System Support**								
54	BST System Support Labor Hours	Information Tech.	ITPB58			0	0.00		
55	Application Maintenance Contract Svcs	Attachment A, L21							
56	Other Support Costs	Information Tech.				$0	$0	$0	$0
57									
58	**LEO Software Expenses:**								
59	Software Right to Use Fees	Information Tech.			$0.00				
60									
61	**LEO Equipment:**								
62	Installed Price of Each Personal Computer	Information Tech.	630C						
63	Number of Personal Computers Purchased	Information Tech.							
64	Mid-range Equipment Costs	Information Tech.	530C						
65	LEO Hardware Support Exp.	Attachment A, L86							
66									
67	**LESOG**								
68	**LESOG System Dev Hrs**								
69	System Dev BST Labor Hours	Information Tech.	ITPB59						
70	System Dev BST Labor Hours	Information Tech.	ITPB58						
71	Appl Dev BST Labor Hours	Information Tech.							
72	Contractors Hours	Information Tech.							
73	Contractors Hourly Rate	Information Tech.							
74	Program Dev Other Contracted Costs	Attachment A, L25							
75	Other Dev Costs	Information Tech.							
76									
77	**LESOG: IT Program Dev Headcount**								
78	IT PB59	Information Tech.	ITPB59						
79	IT PB58	Information Tech.	ITPB58						
80	IT PB56	Information Tech.	ITPB56						
81									
82									
83	**LESOG: System Support**								
84	BST System Support Labor Hours	Information Tech.	ITPB58				0.00	0.00	0.00	0.00
85	Application Maintenance Contract Svcs	Attachment A, L28							
86									
87									
88	**LESOG Software Expenses:**								
89	Software Right to Use Fees	Information Tech.							
90									
91	**LESOG Equipment**								
92	Installed Price of Each Minicomputer	Information Tech.	530C						
93	Number of Minicomputers Purchased	Information Tech.							
94	Installed Price of Each Personal Computer	Information Tech.	630C						
95	Number of Personal Computers Purchased	Information Tech.							

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INPUT SHEET

State-	Florida	FL	JFC/						
Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
96	Installed Price of X Terminals	Information Tech.	530C						
97	Number of X Terminal Purchased	Information Tech.							
98	Mid-range Equipment Costs	Information Tech.	530C						
99	Hardware Support Exp.	Attachment A, L.87							
100									
101	**BSOG**								
102	**BSOG System Dev Hrs**								
103	System Dev BST Labor Hours	Information Tech.	ITPB59						
104	Contractors Hours	Information Tech.			0.00				
105	Contractors Hourly Rate	Information Tech.							
106	Program Dev Other Contracted Costs	Attachment A, L.32							
107	Other Dev Costs	Information Tech.			$0.00				
108									
109	**BSOG: System Support**								
110	BST System Support Labor Hours	Information Tech.	ITPB58			0.00	0.00	0.00	0.00
111	Application Maintenance Contract Svcs	Attachment A, L.35							
112	Other Support Costs	Information Tech.				$0	$0	$0	$0
113									
114	**BSOG Software Expenses:**								
115	Software Right to Use Fees	Information Tech.				$0.00	$0.00	$0.00	$0.00
116									
117	**BSOG Equipment**								
118	Installed Price of Mid-range Equipment	Information Tech.	530C						
119	Hardware Support Exp.	Attachment A, L.88							
120									
121	**TAG**								
122	**TAG System Dev Hrs**								
123	System Dev BST Labor Hours	Information Tech.	ITPB59						
124	Contractors Hours	Information Tech.							
125	Contractors Hourly Rate	Information Tech.							
126	Appl Dev Other Contracted Costs	Attachment A, L.39							
127	Other Dev Costs	Information Tech.							
128									
129	**TAG: System Support**								
130	BST System Support Labor Hours	Information Tech.	ITPB58						0.00
131	Application Maintenance Contract Svcs	Attachment A, L.42							
132	Other Support Costs	Information Tech.							
133									
134	**TAG Software Expenses:**								
135	Software Right to Use Fees	Information Tech.							
136									
137	**TAG Equipment**								
138	Installed Price of Mid-range Equipment	Information Tech.	530C						
139	Hardware Support Exp.	Attachment A, L.89							
140									

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INPUT SHEET

State-	Florida	FL	JFC/					
Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
141	**EDI**								
142	**EDI System Dev/Enhancements:**								
143	Proj Mgr Lbr Hrs For Appl Dev	Information Tech.	ITPB59						
144	Proj Mgr Lbr Hrs For Appl Dev		ITPB58						
145	Contractors Hours	Information Tech.							
146	Contractors Hourly Rate	Information Tech.							
147	Appl Dev Other Contracted Costs	Attachment A, L46							
148	Other Dev Costs	Information Tech.							
149									
150	**EDI: System Support**								
151	BST System Support Labor Hours	Information Tech.	ITPB58						
152	Application Maintenance Contract Svcs	Attachment A, L49							
153	Other Support Costs	Information Tech.				$0	$0	$0	$0
154									
155	**EDI Software Expenses:**								
156	Software Right to Use Fees	Information Tech.			$0.00	$0.00			
157									
158	**EDI Equipment**								
159	Installed Price of Mid-range Equipment	Information Tech.	530C						
160	Hardware Support Exp.	Attachment A, L90							
161									
162	**ECTA**								
163	**ECTA System Dev Hrs**								
164	Proj Mgr for Dev & Enhancements	Information Tech.	ITPB59						
165	Contractors Hours	Information Tech.							
166	Contractors Hourly Rate	Information Tech.							
167	Program Dev Other Contracted Costs	Attachment A, L60							
168	Other Dev Costs	Information Tech.							
169									
170	Other Dev Hours:								
171	Network SME Sys Dev Hrs	Network	NWPB58						
172									
173	**ECTA: System Support**								
174	BST System Support Labor Hours	Information Tech.	ITPB58				0.00	0.00	0.00
175	Application Maintenance Contract Svcs	Attachment A, L63					$0.00	$0.00	$0.00
176	Other Support Costs	Information Tech.							
177									
178	**ECTA Software Expenses:**								
179	Software Right to Use Fees	Information Tech.							
180									
181	**ECTA Equipment**								
182	Installed Price of Mid-range Equipment	Information Tech.	530C						
183	Hardware Support Exp.	Attachment A, L92				$0.00	$0.00	$0.00	$0.00
184									

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INPUT SHEET

State-	Florida	FL	JFC/						
Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
185	**CLEC TAFI**								
186	**CLEC TAFI System Dev Hrs**								
187	Proj Mgr for Dev & Enhancements	Information Tech.	ITPB59						
188	Contractors Hours	Information Tech.							
189	Contractors Hourly Rate	Information Tech.							
190	Program Dev Other Contracted Costs	Attachment A, I.53							
191	Other Dev Costs	Information Tech.							
192	**Expense-Materials**								
193	Other-Cost of Paper, Envelopes, Postage	Prod Comm'lzation							
194	TAFI Development Server	Prod Comm'lzation							
195	TAFI Test System Server	Prod Comm'lzation							
196	**Expense-Employee Other**								
197	Development Tools Training	Prod Comm'lzation							
198	**Expense-Provisioning**	Prod Comm'lzation							
199	**Expense-SecureID Cards**	Prod Comm'lzation							
200									
201	**CLEC TAFI: System Support**								
202	BST System Support Labor Hours	Information Tech.	ITPB58		0.00				
203	Application Maintenance Contract Svcs	Attachment A, I.56							
204	Other Support Costs	Information Tech.			0	$0			
205									
206	Network On-going Support:								
207	Annual Hours Supporting Trouble Resolution Units	Network	NWPB58						
208									
209	**CLEC TAFI Software License Fees:**								
210	Software Right to Use Fees	Information Tech.							
211	TAFI Development Server	Prod Comm'lzation							
212	TAFI Test System Server	Prod Comm'lzation							
213									
214	**CLEC TAFI Equipment**								
215	Installed Price of Mid-range Equipment	Information Tech.	530C						
216	Hardware Support Exp.	Attachment A, I.91							
217	TAFI Dev. System Networking	Prod Comm'lzation	630C						
218	TAFI Test System Networking	Prod Comm'lzation	630C						
219	TAFI Dev. System Datakit	Prod Comm'lzation	630C						
220	TAFI Test System Datakit	Prod Comm'lzation	630C						
221	TAFI Dev. Server	Prod Comm'lzation	530C						
222	TAFI Test System Server	Prod Comm'lzation	530C						
223									
224	**System Dev Labor Hours:**								
225	TAFI Project Support (RRC)	Prod Comm'lzation	NWPB58						
226	TAFI System Manager - IT	Prod Comm'lzation	ITPB58						
227	**Analysis**								
228	Busess SME - ICS	Prod Comm'lzation	MKPB58						
229	Other Legacy System SMEs - IT	Prod Comm'lzation	ITPB58						
230	TAFI SME - Flow Implementation	Prod Comm'lzation	NWPB58						

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State-	Florida	FL	JFC/						
Line	**Description**	**Source**	**PB/FRC**	**1996**	**1997**	**1998**	**1999**	**2000**	**2001**
231	**Design**								
232	Designers - IT	Prod Comm'lzation	ITPB58						
233	**Construction**								
234	Programmers	Prod Comm'lzation	ITPB57						
235	**Support**								
236	Development System Manager	Prod Comm'lzation	ITPB59						
237	Hardware Implementation Lead	Prod Comm'lzation	ITPB58						
238	Platform Support	Prod Comm'lzation	ITPB58						
239	**Operations**								
240	Corp Comm Planner	Prod Comm'lzation	ITPB59						
241	CSA	Prod Comm'lzation	ITPB58						
242	RTOC Support	Prod Comm'lzation	ITPB58						
243	Dials Admin	Prod Comm'lzation	ITPB58						
244	Data Centers	Prod Comm'lzation	ITPB58						
245	Informix DBA	Prod Comm'lzation	ITPB58						
246	OSG/PM	Prod Comm'lzation	ITPB58						
247									
248									
249	**Contractor Services**								
250	Proj Mgr Contract Svc Cost	Prod Comm'lzation							
251	Technical Writer Contract Svc Cost	Prod Comm'lzation							
252									
253	**Billing Dev/Enhancements:**								
254	OSS Team Development Meetings for CRIS(BBI)	BBI	FRPB58						
255	OSS Billing System Design and Specifications(BBI)	BBI							
256	Contracted Hourly Rate	BBI							
257	OSS Team Development Meetings for CABS(BBI)	BBI	FRPB58						
258	IT Billing Project Management(BST)	Information Tech.	ITPB59						
259	IT Billing Project Management(BST)	Information Tech.	ITPB58						
260	IT Billing Project Management(BST)	Information Tech.							
261	IT Billing Contracted Hourly Rate	Information Tech.							
262	IT Billing Project Management(BBI)	Information Tech.	ITPB59						
263	IT Billing Project Management(BBI)	Information Tech.	ITPB58						
264	IT Billing Project Management(BBI)	Information Tech.							
265	Billing Prgm Dev Contract Svcs Labor Hours	Information Tech.							
266	Billing Prgm Dev Other Contracted Costs	Attachment A, I.67							
267									
268	**Billing On-going Support:**								
269	Support and Update Rate Databases	BBI	FRPB56						
270	Testing, Billing Verification and Implem Guides	BBI	FRPB58						
271	Program Planning Support	BBI	ITPB59						
272	Billling Program Mtce Support	Attachment A, I.70			$0.00	$0.00	$0.00		
273	USOCs and Detailed Service Order Edits	BBI							
274	Contracted Hourly Rate	BBI							
275									
276									

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State-Line	Description	FL Source	JFC/ PB/FRC	1996	1997	1998	1999	2000	2001
277									
278	Mechanized Local Service Requests (LSR)	Interconnection							
279									
280	**LESOG-ICS Requirements Group**								
281	MKPB 58	Interconnection							
282	Contractor 1	Interconnection							
283	Contractor 2	Interconnection							
284	Contractor 3	Interconnection							
285	Contractor 4	Interconnection							
286	Contractor 5	Interconnection							
287	Contractor 6	Interconnection							
288	Contractor 7	Interconnection		0					
289	Contractor 8	Interconnection		0					
290	Contractor 9	Interconnection		0					
291	Contractor 10	Interconnection		0					
292	Contractor 11	Interconnection		0					
293	Contractor 12	Interconnection		0					
294	Contractor 13	Interconnection		0					
295	Contractor 14	Interconnection		0					
296	Contractor 15	Interconnection							
297	MKPB59	Interconnection	MKPB59						
298	Contractor 16	Interconnection							
299	Contractor 17	Interconnection		0					
300									
301									
302	Contractor 1 thru 8 Hourly Rate	Interconnection							
303	Contractor 9 thru 14 Hourly Rate	Interconnection							
304	Contractor 15 Hourly Rate	Interconnection							
305	Contractor 16 and 17 Hourly Rate	Interconnection							
306									
307									
308	**PROJECT MANAGEMENT:**								
309	**LENS:**								
310	Overall Proj Coordination	Prod Comm'lzation	MKPB59						
311	Requirements Coordination	Prod Comm'lzation	MKPB59						
312	Overall Coordinator	Prod Comm'lzation	MKPB59						
313	Overall Proj Coordination	Prod Comm'lzation	MKPB59						
314	Overall Proj Coordination	Prod Comm'lzation	MKPB58						
315	Overall Coordinator	Prod Comm'lzation	MKPB61						
316									
317	**LESOG:**								
318	Requirements Writer	Prod Comm'lzation	MKPB56						
319									
320	**LEO:**								
321	Overall Coordinator	Prod Comm'lzation	MKPB61						
322	Overall Proj Coordinator	Prod Comm'lzation	MKPB59						

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State-	Florida	FL	JFC/						
Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
323	Proj Mgmnt	Prod Comm'lzation	MKPB59						
324	Proj Support	Prod Comm'lzation	MKPB58						
325									
326	**BSOG:**								
327	Overall Proj Coordinator	Prod Comm'lzation	MKPB59						
328									
329	**TAG:**								
330	Overall Proj Coordinator	Prod Comm'lzation	MKPB58						
331	Proj Support	Prod Comm'lzation	MKPB56						
332									
333	**Other Functions:**								
334	Productive Weeks Per Year	Finance Cost Matters							
335	Productive Hours Per Week	Finance Cost Matters							
336									
337	Commission Priorities Coordination Headcount	Interconnection	MKPB59						
338									
339	ICS Operations Support Headcount	Interconnection	MKPB58						
340									
341	**PCU Contracted Labor:**								
342	LENS Requirements, Trouble Shoot Labor Hours:								
343	United Info Tech Corp	Prod Comm'lzation							
344	Advantage Funding Corp	Prod Comm'lzation							
345	Prosoft	Prod Comm'lzation							
346	COMSYS	Prod Comm'lzation							
347	Diversified Executive System, Inc.	Prod Comm'lzation							
348									
349	EDI Requirements, Trbl Shoot Labor Hours:								
350	TEL TEK	Prod Comm'lzation							
351	Advantage Funding	Prod Comm'lzation							
352	Brannon & Tully	Prod Comm'lzation							
353	United Infor Technologies	Prod Comm'lzation							
354	Prosoft	Prod Comm'lzation							
355	Diversified Executive Sys	Prod Comm'lzation							
356	DMR Consulting	Prod Comm'lzation							
357	COMSYS	Prod Comm'lzation							
358									
359	CLEC TAFI Requirements, Trbl Shoot Labor Hours:								
360	Prosoft	Prod Comm'lzation							
361	Diversified Executive	Prod Comm'lzation							
362	Advantage Funding	Prod Comm'lzation							
363									
364	LESOG Requirements, Trbl Shoot, Rel Mgmnt Labor Hours:								
365	Tel Tek	Prod Comm'lzation							
366	Advantage Funding	Prod Comm'lzation							
367	United Infor Technologies	Prod Comm'lzation							

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State-Line	Florida Description	FL Source	JFC/ PB/FRC	1996	1997	1998	1999	2000	2001
368	Diversified Executive	Prod Comm'lzation							
369	Prosoft	Prod Comm'lzation							
370	COMSYS	Prod Comm'lzation							
371									
372	LEO Requirements, Trbl Shoot Labor Hours:								
373	Brannon & Tully	Prod Comm'lzation							
374	United Infor Technologies	Prod Comm'lzation							
375	Diversified Executive Sys	Prod Comm'lzation							
376	Advantage Funding	Prod Comm'lzation							
377	DMR Consulting	Prod Comm'lzation							
378	COMSYS	Prod Comm'lzation							
379									
380	BSOG Requirements, Trbl Shoot, Release Mgmnt Labor Hours:								
381	Brannon & Tully	Prod Comm'lzation							
382	Prosoft	Prod Comm'lzation							
383	Diversified Executive Sys	Prod Comm'lzation							
384	Advantage Funding	Prod Comm'lzation							
385									
386	**Contracted Hourly Rates:**								
387	United Infor Technologies	Prod Comm'lzation							
388	Advantage Funding Corp	Prod Comm'lzation							
389	Prosoft	Prod Comm'lzation							
390	COMSYS	Prod Comm'lzation							
391	Diversified Executive Sys	Prod Comm'lzation							
392	TEL TEK Solutions	Prod Comm'lzation							
393	Brannon & Tully	Prod Comm'lzation							
394	DMR Consulting	Prod Comm'lzation							
395									
396	OSS Electronic Interface Group:								
397	Requirements Writer, Dev Acceptence Criteria	Prod Comm'lzation	MKPB58						
398	Develop Test Plans-UAT Testing	Prod Comm'lzation	MKPB57						
399									
400	**Mechanized Fallout Handling Time:**								
401	Percent of Mechanized Orders To Fallout	LCSC					10%	5%	5%
402	LCSC Hours Per LSR	LCSC	2300				0.42	0.42	0.42
403									
404	Annual Hardware Maintence:								
405	LENS	Attachment A, L107							
406	LESOG	Attachment A, L108							
407	BSOG	Attachment A, L109							
408	TAG	Attachment A, L110							
409	CLEC TAFI	Attachment A, L111							

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INPUT SHEET									
State-	Florida	FL	JFC/						
Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
410									
411	Annual Software Maintenance:								
412	LENS	Attachment A, L114							
413	LESOG	Attachment A, L115							
414	BSOG	Attachment A, L116							
415	TAG	Attachment A, L117							
416	CLEC TAFI	Attachment A, L118							
417									
418	Number of Years of Annual Cost of Investment								
419	To Recover During the Study Period (1999-2001):			4.4	4.4	4.0	3.0	2.0	1.0

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TELRIC INPUT FORM - MATERIAL/INVESTMENT DATA

Instructions:
1. Use this worksheet to record material and/or investments to be input into the TELRIC calculations.
2. All amounts shown are per unit (e.g., per call, per loop, per MOU).
3. Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.
4. All data on this form should be cell-referenced to study workpapers.
5. Do NOT change columns, headings, sheet name.

State	Cost Element #	FRC	Sub FRC	Volume Sensitive $ Amount	Volume Insensitive $ Amount
FL	F.1.62	530C	00	3.2901364	
FL	F.1.62	630C	00	0.0417237	
	END				

TELRIC INPUT FORM - RECURRING EXPENSES DATA

Instructions:

1. **Use this worksheet to record recurring non-labor expenses to be input into the TELRIC calculations.**
2. **All amounts shown are per unit (e.g., per call, per loop, per MOU).**
3. **Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.**
4. **All data on this form should be cell-referenced to study workpapers.**
5. **Do NOT change columns, headings, sheet name.**

State	Cost Element #	Recurring Expense Description (Limited to 25 characters)	Recurring Volume Sensitive $ Amount	Recurring Volume Insensitive $ Amount
FL	F.1.62	Application Mtce		0.9059652
FL	F.1.62	Other Support Costs		0.1200191
FL	F.1.62	Software Mtce		0.0089337
FL	F.1.62	Hardware Op Supp		0.1440487
FL	F.1.62	Hardware Mtce		0.0314157
FL	F.1.62	Trbl M&R Appl Mtce		0.0249672
FL	F.1.62	Trbl M&R Oth Support		0.0049078
FL	F.1.62	Trbl M&R Software Mtce		0.0004382
FL	F.1.62	Trbl M&R Hardware Op Supp		0.0127138
FL	F.1.62	Trbl M&R Hardware Mtce		0.0029920
	END			

Maximum 10 entries per Cost Element #

TELRIC INPUT FORM - NONRECURRING EXPENSES DATA

Instructions:

1. **Use this worksheet to record nonrecurring non-labor expenses to be input into the TELRIC calculations.**
2. **All amounts shown are per unit (e.g., per call, per loop, per MOU).**
3. **Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.**
4. **All data on this form should be cell-referenced to study workpapers.**
5. **Do NOT change columns, headings, sheet name.**
6. **Use column D when cost element has a single nonrecurring cost; use columns E & F for elements with a first and additional nonrecurring cost; use columns G & H for elements with an initial and subsequent nonrecurring cost.**

State	Cost Element #	Nonrecurring Expense Description (Limited to 25 characters)	Nonrecurring $ Amount	Nonrecurring First $ Amount	Nonrecurring Additional $ Amount	Nonrecurring Initial $ Amount	Nonrecurring Subsequent $ Amount
FL	F.1.61	Sys Dev/Enhance/Implem	1.3054805				
FL	F.1.61	Other Dev	0.2942844				
FL	F.1.61	Software RTU Fees	0.0779566				
FL	F.1.61	Testing, Requirements Dev	0.0684311				
FL	F.1.61	Billing Proj Mgmnt	0.0006334				
FL	F.1.61	Billing Dev	0.0026785				
FL	F.1.61	Trbl M&R Sys Dev	0.0421274				
FL	F.1.61	Trbl M&R Sys Oth Dev	0.0020673				
FL	F.1.61	Trbl M&R Sys SW RTU Fee	0.0156247				
FL	F.1.61	Trbl M&R Sys Requirements	0.0041654				
	END						

Maximum 10 entries per Cost Element #

TELRIC INPUT FORM - RECURRING LABOR EXPENSES DATA

Instructions:

1. **Use this worksheet to record recurring expensed labor times to be input into the TELRIC calculations.**
2. **All amounts shown are per unit (e.g., per call, per loop, per MOU).**
3. **Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.**
4. **All data on this form should be cell-referenced to study workpapers.**
5. **Do NOT change columns, headings, sheet name.**

State	Cost Element #	Labor Expense Description (Limited to 25 characters)	JFC/ Payband	Work Time (Hours) Volume Sensitive	Work Time (Hours) Volume Insensitive
FL	F.1.62	LENS Sys Support	ITPB58		0.000026
FL	F.1.62	LEO Sys Support	ITPB58		0.000063
FL	F.1.62	LESOG Sys Support	ITPB58		0.000000
FL	F.1.62	BSOG Sys Support	ITPB58		0.000000
FL	F.1.62	TAG Sys Support	ITPB58		0.000052
FL	F.1.62	EDI Sys Support	ITPB58		0.000000
FL	F.1.62	Trbl M&R Sys Support	ITPB58		0.000014
FL	F.1.62	Trbl Resolut Units Supp	NWPB58		0.000030
FL	F.1.62	Supp/Update Rate Database	FRPB56		0.000014
FL	F.1.62	Test/Bill Verify/Guides	FRPB58		0.000117
FL	F.1.62	Billing Prgm Mtce	ITPB59		0.000036
FL	F.1.62	Commission Coordination	MKPB59		0.000401
FL	F.1.62	ICS Operations Support	MKPB58		0.002579
	END				

Maximum 20 entries per Cost Element #

TELRIC INPUT FORM - NONRECURRING LABOR TIMES

Instructions:

1. Use this worksheet to record nonrecurring labor times to be input into the TELRIC calculations.
2. All amounts shown are per unit (e.g., per call, per loop, per MOU).
3. Input data, by Cost Element, leaving no blank lines. On next row after last line of data, type END in Cost Element Column.
4. All data on this form should be cell-referenced to study workpapers.
5. Do NOT change columns, headings, sheet name.
6. Use columns F & G when cost element has a single nonrecurring cost; use columns H, I, J, & K for elements with a first and additional nonrecurring cost; use columns L, M, N & O for elements with an initial and subsequent nonrecurring cost.
7. Study midpoint date is set at 6/00.
8. Input Cost Element Life (in months) on first row of data for each cost element. It is not necessary to repeat on each line.

Study Mid-Point Date (Mos.) Jun-00

State	Cost Element #	Cost Element Life (Mo)	Labor Expense Description (Limited to 25 characters)	JFC/ Payband	(For use w/ one NR) Installation Time (Hours)	(For use w/ one NR) Disconnect Time Hours	First Installation Time (Hours)	First Disconnect Time Hours	Additional Installation Time (Hours)	Additional Disconnect Time Hours	Initial Installation Time (Hours)	Initial Disconnect Time Hours	Subsequent Installation Time (Hours)	Subsequent Disconnect Time Hours
FL	F.1.61	0	Sys Dev/Enhance/Implem	ITPB59	0.001473									
FL	F.1.61	0	Sys Dev/Enhance/Implem	ITPB58	0.004052									
FL	F.1.61	0	Sys Dev/Enhance/Implem	ITPB56	0.000100									
FL	F.1.61	0	Billing Proj Mgmnt	ITPB59	0.000017									
FL	F.1.61	0	Billing Proj Mgmnt	ITPB58	0.000035									
FL	F.1.61	0	Billing Team Rep	FRPB58	0.000005									
FL	F.1.61	0	Proj Mgmnt	MKPB61	0.000405									
FL	F.1.61	0	Proj Mgmnt	MKPB59	0.001030									
FL	F.1.61	0	Proj Mgmnt	MKPB58	0.000439									
FL	F.1.61	0	Proj Mgmnt	MKPB56	0.000401									
FL	F.1.61	0	Trbl M&R Sys Dev/Implem	ITPB59	0.000182									
FL	F.1.61	0	Trbl M&R Sys Dev/Implem	ITPB58	0.000125									
FL	F.1.61	0	Trbl M&R Sys Dev/Implem	ITPB57	0.000008									
FL	F.1.61	0	Trbl M&R Sys Dev/Implem	NWPB58	0.000037									
FL	F.1.61	0	Trbl M&R Sys Dev/Implem	MKPB58	0.000017									
FL	F.1.61	0	El Req/Dev Criteria	MKPB58	0.000391									
FL	F.1.61	0	El Test Plans Dev	MKPB57	0.000568									
FL	F.1.62	0	Manually Proc LSR Fallout	2300	0.028000									
	END													

Maximum of 25 entries per Cost Element #

OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LENS

Workpaper: 1
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
5	LENS								
6	**NONRECURRING:**								
7									
8	**LENS Sys Dev/Enhancements/Implementation:**								
9	BST Labor Hours:								
10	LENS Develop/Enhance/Implem	Input Sheet, L7	ITPB59						
11	LENS Develop/Enhance/Implem	Input Sheet, L8	ITPB58						
12	LENS Develop/Enhance/Implem	Input Sheet, L9							
13									
14	IT PB59 Headcount	Input Sheet, L16	ITPB59						
15	IT PB56 Headcount	Input Sheet, L17	ITPB56						
16	Total Headcount	L14+L15							
17									
18	LENS Sys Dev/Enhnce/Implm	96=L14/L16*L12, Other Yrs=L10	ITPB59						
19	LENS Sys Dev/Enhnce/Implm	L11	ITPB58	0.00					
20	LENS Sys Dev/Enhnce/Implm	96=L12-L18, Other Yrs=0	ITPB56		0.00	0.00			
21									
22	Contracted Services:								
23	LENS Dev/Enhance Contracted Hours	Input Sheet, L10							
24	Contracted Hourly Rate	Input Sheet, L11							
25	Dev/Enhance LENS Sys Contracted Costs	L23*L24							
26	Program Dev Other Contracted Costs	Input Sheet, L12		$0.00	$0.00				
27	LENS Sys Dev/Enh/Impl Cost	L25+L26							
28									
29	Other System Costs:								
30	LENS Oth Dev Costs	Input Sheet, L13		$0.00	$196,000.00		$0.00	$0.00	$0.00
31	LENS SW RTU Fee	Input Sheet, L25						$0.00	$0.00
32	Tot Oth Sys Costs	L30+L31						$0.00	$0.00
33									
34	**LENS Project Management:**								
35	BST Labor Hours:								
36	Overall Proj Coordination	Input Sheet, (L310+L313)	MKPB59						
37	Overall Proj Coordination	Input Sheet, L314	MKPB58			0.00	0.00		
38	Requirements Coordination	Input Sheet, L311	MKPB59						
39	Overall Coordinator	Input Sheet, L312	MKPB59			0.00	0.00		
40	Overall Coordinator	Input Sheet, L315	MKPB61			0.00	0.00		
41									
42	**LENS Requirements Contracted Labor Hr:**								
43	United Info Tech Corp	Input Sheet, L343				0.00			
44	Advantage Funding Corp	Input Sheet, L344							
45	Prosoft	Input Sheet, L345				0.00			
46	COMSYS	Input Sheet, L346				0.00			

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Line	Description	Source	PB/ERC	1996	1997	1998	1999	2000	2001
47	Diversified Executive System, Inc.	Input Sheet, I.347							
48									
49	Contracted Hourly Rates:								
50	United Infor Technologies	Input Sheet, I.387							
51	Advantage Funding Corp	Input Sheet, I.388							
52	Prosoft	Input Sheet, I.389							
53	COMSYS	Input Sheet, I.390							
54	Diversified Executive Sys	Input Sheet, I.391							
55									
56	**LENS Requirements Contracted Costs:**								
57	United Info Tech Corp	I.43*I.50							
58	Advantage Funding Corp	I.44*I.51							
59	Prosoft	I.45*I.52				$0.00			
60	COMSYS	I.46*I.53				$0.00			
61	Diversified Executive System, Inc.	I.47*I.54							
62	Tot Requirements Contrct Costs	I.57+I.58+I.59+I.60+I.61							
63									
64									
65	**RECURRING:**								
66									
67	**Volume Insensitive**								
68									
69	**Recurring BST Labor Hours:**								
70	LENS Sys Support	Input Sheet, I.20	ITPB58	0.00	0.00	0.00			
71									
72	**Recurring Additive:**								
73	LENS Appl Mtce Cost	Input Sheet, I.21		$0.00	$0.00				
74	LENS Oth Supp Cost	Input Sheet, I.22		$0.00	$0.00				
75	LENS SW Mtce	96=Input Sheet, I.26, Oth Yrs=Input I.412			$0.00				
76	LENS HW Support	Input Sheet, I.37		$0.00	$0.00				
77	LENS HW Mtce	Input Sheet, I.405		$0.00	$0.00				
78									
79	**LENS Equipment:**								
80	Installed Price of Each Personal Computer	Input Sheet, I.29	630C						
81	Number of Personal Computers Purchased	Input Sheet, I.30							
82	Installed Price of X Terminals	Input Sheet, I.31	530C						
83	Number of X Terminal Purchased	Input Sheet, I.32							
84	Installed Price of 2 Dev Application Servers	Input Sheet, I.33	530C						
85	Installed Price of 3 Test Servers	Input Sheet, I.34	530C						
86	Installed Price of 3 Application Servers	Input Sheet, I.35	530C						
87	Installed Price of Midranges	Input Sheet, I.36	530C	$0.00				$0.00	$0.00

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Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
88									
89	**Investment Summarized:**								
90	Personal Computers	L80*L81	630C		$0.00	$0.00	$0.00	$0.00	$0.00
91	X Terminals	L82*L83	530C		$0.00	$0.00	$0.00	$0.00	$0.00
92	Servers	L84+L85+L86	530C		$0.00	$0.00	$0.00	$0.00	$0.00
93	Midranges	L87	530C	$0.00				$0.00	$0.00
94									
95	**Investment Summarized FRC:**								
96	Personal Computers	L90	630C		$0.00	$0.00	$0.00	$0.00	$0.00
97	Other Gen Purpose Computers	L91+L92+L93	530C					$0.00	$0.00
98	Tot Gen Purpose Computers	L96+L97						$0.00	$0.00
99									
100	**SUMMARY:**								
101	**NONRECURRING:**								
102	BST Labor Hours:								
103	LENS Sys Dev/Enhnce/Implm	L18	ITPB59				0.00		
104	LENS Sys Dev/Enhnce/Implm	L19	ITPB58	0.00			0.00		
105	LENS Sys Dev/Enhnce/Implm	L20	ITPB56		0.00	0.00	0.00		
106	LENS Proj Mgmnt	L40	MKPB61			0.00	0.00		
107	LENS Proj Mgmnt	L36+L38+L39	MKPB59						
108	LENS Proj Mgmnt	L37	MKPB58			0.00	0.00		
109									
110	Additive:								
111	LENS Sys Dev/Enh/Impl Cost	L27					$0.00	$0.00	$0.00
112	LENS Oth Dev Costs	L30		$0.00			$0.00	$0.00	$0.00
113	LENS SW RTU Fee	L31						$0.00	$0.00
114	LENS Requirement Group	L62		$0.00			$0.00	$0.00	$0.00
115									
116	**RECURRING:**								
117	BST Labor Hours:								
118	LENS Sys Support	L70	ITPB58	0.00	0.00	0.00			
119									
120	Additive:								
121	LENS Appl Mtce Cost	L73		$0.00	$0.00				
122	LENS Oth Supp Cost	L74		$0.00	$0.00				
123	LENS SW Mtce	L75			$0.00				
124	LENS HW Support	L76		$0.00	$0.00				
125	LENS HW Mtce	L77		$0.00	$0.00				
126									
127	Investment:								
128	Personal Computers	L96	630C		$0.00	$0.00	$0.00	$0.00	$0.00
129	Oth Gen Purp Computers	L97	530C					$0.00	$0.00

OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LEO

Workpaper: 2
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
5	LEO								
6	**NONRECURRING:**								
7									
8	**LEO Sys Dev/Enhancements/Implementation:**								
9	BST Labor Hours:								
10	LEO Develop/Enhance/Implem	Input Sheet, L41	ITPB59						
11	LEO Develop/Enhance/Implem	Input Sheet, L42	ITPB58						
12	LEO Develop/Enhance/Implem	Input Sheet, L43							
13									
14	IT PB59 Headcount	Input Sheet, L50	ITPB59						
15	IT PB58 Headcount	Input Sheet, L51	ITPB58						
16	Total Headcount	L14+L15							
17									
18	LEO Sys Dev/Enhnce/Implm	96=L14/L16*L12, Other Yrs=L10	ITPB59						
19	LEO Sys Dev/Enhnce/Implm	96=L12-L18, Other Yrs=L11	ITPB58						
20									
21									
22	Contracted Services:								
23	LEO Dev/Enhance Contracted Hours	Input Sheet, L44							
24	Contracted Hourly Rate	Input Sheet, L45							
25	Dev/Enhance LEO Sys Contracted Costs	L23*L24							
26	Program Dev Other Contracted Costs	Input Sheet, L46		$0.00	$0.00				
27	LEO Sys Dev/Enh/Impl Cost	L25+L26							
28									
29	Other System Costs:								
30	LEO Oth Dev Costs	Input Sheet, L47		$0.00	$6,000.00		$0.00	$0.00	$0.00
31	LEO SW RTU Fee	Input Sheet, L59		$0.00	$0.00				
32	Tot Oth Sys Costs	L30+L31		$0.00	$6,000.00				
33									
34	**LEO Project Management:**								
35	BST Labor Hours:								
36	Overall Coordination	Input Sheet, L321	MKPB61						
37	Overall Proj Coordination	Input Sheet, L322	MKPB59		0.00				
38	Proj Mgmnt	Input Sheet, L323	MKPB59		0.00				
39	Proj Support	Input Sheet, L324	MKPB58		0.00				
40									
41	**LEO Requirements Contracted Labor Hr:**								
42	Brannon & Tully	Input Sheet, L373							
43	United Infor Technologies	Input Sheet, L374							
44	Diversified Executive Sys	Input Sheet, L375							
45	Advantage Funding	Input Sheet, L376							
46	DMR Consulting	Input Sheet, L377							

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LEO

Workpaper: 2
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
47	COMSYS	Input Sheet, L378				[redacted]			
48									
49	Contracted Hourly Rates:								
50	Brannon & Tully	Input Sheet, L393				[redacted]			
51	United Infor Technologies	Input Sheet, L387							
52	Diversified Executive Sys	Input Sheet, L391							
53	Advantage Funding	Input Sheet, L388							
54	DMR Consulting	Input Sheet, L394							
55	COMSYS	Input Sheet, L390							
56									
57	**LEO Requirements Contracted Costs:**								
58	Brannon & Tully	L42*L50				[redacted]			
59	United Infor Technologies	L43*L51							
60	Diversified Executive Sys	L44*L52							
61	Advantage Funding	L45*L53							
62	DMR Consulting	L46*L54							
63	COMSYS	L47*L55							
64	Tot Requirements Contrct Costs	L58+L59+L60+L61+L62+L63							
65									
66									
67	**RECURRING:**								
68									
69	**Volume Insensitive**								
70									
71	**Recurring BST Labor Hours:**								
72	LEO Sys Support	Input Sheet, L54	ITPB58	0.00	0.00	0.00	[redacted]		
73									
74	**Recurring Additive:**								
75	LEO Appl Mtce Cost	Input Sheet, L55		$0.00	$0.00	[redacted]			
76	LEO Oth Supp Cost	Input Sheet, L56		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
77	LEO HW Support	Input Sheet, L65		$0.00	$0.00	[redacted]			
78	Tot Other On-going Costs	L75+L76+L77		$0.00	$0.00				
79									
80									
81	**LEO Equipment:**								
82	Installed Price of Each Personal Computer	Input Sheet, L62	630C	[redacted]					
83	Number of Personal Computers Purchased	Input Sheet, L63							
84	Installed Price of Midranges	Input Sheet, L64	530C	$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
85									
86	**Investment Summarized FRC:**								
87	Personal Computers	L82*L83	630C	[redacted]	$0.00	$0.00	$0.00	$0.00	$0.00

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LEO

Workpaper: 2
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
88	Other Gen Purpose Computers	L84	530C	$0.00	$0.00		$0.00	$0.00	$0.00
89	Tot Gen Purpose Computers	L87+L88			$0.00		$0.00	$0.00	$0.00
90									
91	**SUMMARY:**								
92	**NONRECURRING:**								
93	BST Labor Hours:								
94	LEO Sys Dev/Enhnce/Implm	L18	ITPB59				0.00		
95	LEO Sys Dev/Enhnce/Implm	L19	ITPB58				0.00		
96	LEO Proj Mgmnt	L36	MKPB61						
97	LEO Proj Mgmnt	L37+L38	MKPB59		0.00				
98	LEO Proj Mgmnt	L39	MKPB58		0.00				
99									
100	Additive:								
101	LEO Sys Dev/Enh/Impl Cost	L27					$0.00	$0.00	$0.00
102	LEO Oth Dev Costs	L30		$0.00			$0.00	$0.00	$0.00
103	LEO SW RTU Fee	L31		$0.00	$0.00				
104	LEO Requirement Group	L64		$0.00	$0.00		$0.00	$0.00	$0.00
105									
106	**RECURRING:**								
107	BST Labor Hours:								
108	LEO Sys Support	L72	ITPB58	0.00	0.00	0.00			
109									
110	Additive:								
111	LEO Appl Mtce Cost	L75		$0.00	$0.00				
112	LEO Oth Supp Cost	L76		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
113	LEO IIW Support	L77		$0.00	$0.00				
114									
115									
116	Investment:								
117	Personal Computers	L87	630C		$0.00	$0.00	$0.00	$0.00	$0.00
118	Oth Gen Purp Computers	L88	530C	$0.00	$0.00		$0.00	$0.00	$0.00

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LESOG

Workpaper: 3
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
5	**LESOG**								
6	**NONRECURRING:**								
7									
8	**LESOG Sys Dev/Enhancements/Implementation:**								
9	BST Labor Hours:								
10	LESOG Develop/Enhance/Implem	Input Sheet, L69	ITPB59						
11	LESOG Develop/Enhance/Implem	Input Sheet, L70	ITPB58						
12	LESOG Develop/Enhance/Implem	Input Sheet, L71							
13									
14	IT PB59 Headcount	Input Sheet, L78	ITPB59						
15	IT PB58 Headcount	Input Sheet, L79	ITPB58						
16	IT PB56 Headcount	Input Sheet, L80	ITPB56						
17	Total Headcount	L14+L15+L16							
18									
19	LESOG Sys Dev/Enhnce/Implm	1996=L14/L17*L12, Oth Yrs=L10	ITPB59						
20	LESOG Sys Dev/Enhnce/Implm	1996=L15/L17*L12, Other Yrs=L11	ITPB58						
21	LESOG Sys Dev/Enhnce/Implm	L12-L19-L20, Other Yrs=0	ITPB56		0.00	0.00			
22									
23	Contracted Services:								
24	LESOG Dev/Enhance Contracted Hours	Input Sheet, L72							
25	Contracted Hourly Rate	Input Sheet, L73							
26	Dev/Enhance LESOG Sys Contracted Costs	L24*L25							
27	Program Dev Other Contracted Costs	Input Sheet, L74		$0.00	$0.00				
28	LESOG Sys Dev/Enh/Impl Cost	L26+L27							
29									
30	Other System Costs:								
31	LESOG Oth Dev Costs	Input Sheet, L75		$0.00	$10,000.00		$0.00	$0.00	$0.00
32	LESOG SW RTU Fee	Input Sheet, L89		$0.00					
33	Tot Oth Sys Costs	L31+L32		$0.00					
34									
35	**LESOG Project Management:**								
36	BST Labor Hours:								
37	Requirements Dev	Input Sheet, L297	MKPB59						
38	Requirements Dev	Input Sheet, L281	MKPB58						
39	Requirements Writer	Input Sheet, L318	MKPB56		0.00				
40									
41	**LESOG Requirements Contracted Costs:**								
42	Requirements Dev Team Cost:								
43	Contractor 1-6 Labor Hours	Input Sheet, (L282:L287)							
44	Contractor 15 Labor Hours	Input Sheet, L296							
45	Contractor 16 Labor Hours	Input Sheet, L298							
46									
47	Contractor 1-6 Hourly Labor Rate	Input Sheet, L302							
48	Contractor 15 Hourly Labor Rate	Input Sheet, L304							
49	Contractor 16 Hourly Labor Rate	Input Sheet, L305							
50									
51	Contractor 1-8 Labor Cost	L43*L47							

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LESOG

Workpaper: 3
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
52	Contractor 15 Labor Cost	L44*L48							
53	Contractor 16 Labor Cost	L45*L49							
54	Requirements Dev Costs	L51+L52+L53							
55									
56	Requirements Group:								
57	Tel Tek	Input Sheet, L365				0.00			
58	Advantage Funding Corp	Input Sheet, L366			0.00				
59	United Infor Technologies	Input Sheet, L367							
60	Diversified Executive System, Inc.	Input Sheet, L368							
61	Prosoft	Input Sheet, L369				0.00			
62	COMSYS	Input Sheet, L370			0.00				
63									
64	Contracted Hourly Rates:								
65	Tel Tek	Input Sheet, L392				$0.00			
66	Advantage Funding Corp.	Input Sheet, L388							
67	United Infor Technologies	Input Sheet, L387							
68	Diversified Executive System, Inc.	Input Sheet, L391							
69	Prosoft	Input Sheet, L389							
70	COMSYS	Input Sheet, L390							
71									
72	Requirements Contracted Costs:								
73	Tel Tek	L57*L65				$0.00			
74	Advantage Funding Corp	L58*L66			$0.00				
75	United Infor Technologies	L59*L67							
76	Diversified Executive System, Inc.	L60*L68							
77	Prosoft	L61*L69				$0.00			
78	COMSYS	L62*L70			$0.00				
79	Tot Requirements Contrct Costs	L73+L74+L75+L76+L77+L78							
80									
81	**RECURRING:**								
82									
83	**Volume Insensitive**								
84									
85	**Recurring BST Labor Hours:**								
86	LESOG Sys Support	Input Sheet, L84	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
87									
88	**Recurring Additive:**								
89	LESOG Appl Mtce Cost	Input Sheet, L85		$0.00	$0.00				
90	LESOG SW Mtce	Input Sheet, L413		$0.00	$0.00				
91	LESOG HW Support	Input Sheet, L99		$0.00	$0.00				
92	LESOG HW Mtce	Input Sheet, L406		$0.00	$0.00				
93									
94	**LESOG Equipment:**								
95	Installed Price of Each Personal Computer	Input Sheet, L94	630C						
96	Number of Personal Computers Purchased	Input Sheet, L95							
97	Installed Price of X Terminals	Input Sheet, L96	530C						

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
LESOG

Workpaper: 3
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
98	Number of X Terminal Purchased	Input Sheet, I.97							
99	Installed Price of Each Minicomputer	Input Sheet, I.92	530C						
100	Number of Minicomputers Purchased	Input Sheet, I.93							
101	Mid-range Equipment	Input Sheet, I.98	530C	$0.00			$0.00	$0.00	$0.00
102									
103									
104	**Investment Summarized FRC:**								
105	Personal Computers	I.95*I.96	630C		$0.00	$0.00	$0.00	$0.00	$0.00
106	X Terminals	I.97*I.98	530C		$0.00	$0.00	$0.00	$0.00	$0.00
107	Other Gen Purpose Computers	1996=I.99*I.100, Other Yrs=I.101	530C				$0.00	$0.00	$0.00
108									
109	**SUMMARY:**								
110	**NONRECURRING:**								
111	BST Labor Hours:								
112	LESOG Sys Dev/Enhnce/Implm	L19	ITPB59				0.00		
113	LESOG Sys Dev/Enhnce/Implm	L20	ITPB58				0.00		
114	LESOG Sys Dev/Enhnce/Implm	L21	ITPB56		0.00	0.00	0.00		
115	LESOG Proj Mgmnt	L37	MKPB59		0.00	0.00	0.00		
116	LESOG Proj Mgmnt	L38	MKPB58		0.00	0.00	0.00		
117	LESOG Proj Mgmnt	L39	MKPB56	0.00	0.00				
118									
119	Additive:								
120	LESOG Sys Dev/Enh/Impl Cost	L28					$0.00	$0.00	$0.00
121	LESOG Oth Dev Costs	L31		$0.00			$0.00	$0.00	$0.00
122	LESOG SW RTU Fee	L32		$0.00					
123	LESOG Requirements Group	L79		$0.00			$0.00	$0.00	$0.00
124									
125	**RECURRING:**								
126	BST Labor Hours:								
127	LESOG Sys Support	L86	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
128									
129	Additive:								
130	LESOG Appl Mtce Cost	L89		$0.00	$0.00				
131	LESOG SW Mtce	L90		$0.00	$0.00				
132	LESOG HW Support	L91		$0.00	$0.00				
133	LESOG HW Mtce	L92		$0.00	$0.00				
134									
135	Investment:								
136	Personal Computers	L105	630C		$0.00	$0.00	$0.00	$0.00	$0.00
137	X Terminals	L106	530C		$0.00	$0.00	$0.00	$0.00	$0.00
138	Other Gen Purpose Computers	L107	530C				$0.00	$0.00	$0.00

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
BSOG

Workpaper: 4
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
5	**BSOG**								
6	**NONRECURRING:**								
7									
8	**BSOG Sys Dev/Implementation:**								
9	BST Labor Hours:								
10	BSOG Develop/Implem	Input Sheet, L103	ITPB59		[redacted]				
11									
12									
13	Contracted Services:								
14	BSOG Dev/Enhance Contracted Hours	Input Sheet, L104		0.00	0.00	[redacted]			
15	Contracted Hourly Rate	Input Sheet, L105		$0.00	$0.00				
16	Dev/Enhance BSOG Sys Contracted Costs	L14*L15		$0.00	$0.00				
17	Program Dev Other Contracted Costs	Input Sheet, L106		$0.00	$0.00				
18	BSOG Sys Dev/Enh/Impl Cost	L16+L17		$0.00	$0.00				
19									
20	Other System Costs:								
21	BSOG Oth Dev Costs	Input Sheet, L107		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
22	BSOG SW RTU Fee	Input Sheet, L115		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
23	Tot Oth Sys Costs	L21+L22		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
24									
25	**BSOG Project Management:**								
26	BST Labor Hours:								
27	Overall Proj Coordination	Input Sheet, L327	MKPB59		[redacted]				
28									
29	BSOG Requirements Contracted Labor Hrs:								
30	Brannon & Tully	Input Sheet, L381				[redacted]			
31	Prosoft	Input Sheet, L382							
32	Diversified Executive Sys	Input Sheet, L383							
33	Advantage Funding	Input Sheet, L384							
34									
35	Contracted Hourly Rates:								
36	Brannon & Tully	Input Sheet, L393				[redacted]			
37	Prosoft	Input Sheet, L389							
38	Diversified Executive Sys	Input Sheet, L391							
39	Advantage Funding	Input Sheet, L388							
40									
41	BSOG Requirements Contracted Costs:								
42	Brannon & Tully	L30*L36				[redacted]			
43	Prosoft	L31*L37							
44	Diversified Executive Sys	L32*L38							
45	Advantage Funding	L33*L39							
46	Tot Requirements Contrct Costs	L42+L43+L44+L45							
47									
48									
49	**RECURRING:**								

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
BSOG

Workpaper: 4
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
50									
51	**Volume Insensitive**								
52									
53	**Recurring BST Labor Hours:**								
54	BSOG Sys Support	Input Sheet, L110	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
55									
56	**Recurring Additive:**								
57	BSOG Appl Mtce Cost	Input Sheet, L111		$0.00	$0.00	[redacted]			
58	BSOG Oth Supp Cost	Input Sheet, L112		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
59	BSOG SW Mtce	Input Sheet, L414		$0.00	$0.00	[redacted]			
60	BSOG HW Support	Input Sheet, L119		$0.00	$0.00				
61	BSOG HW Mtce	Input Sheet, L407		$0.00	$0.00				
62									
63	**BSOG Equipment:**								
64	Installed Price of Midrange Computers	Input Sheet, L118	530C	$0.00	$0.00	[redacted]			
65									
66	**SUMMARY:**								
67	**NONRECURRING:**								
68	BST Labor Hours:								
69	BSOG Develop/Implem	L10	ITPB59	0.00	[redacted]		0.00		
70	BSOG Proj Mgmnt	L27	MKPB59						
71									
72	Additive:								
73	BSOG Sys Dev/Enh/Impl Cost	L18		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
74	BSOG Oth Dev Costs	L21		$0.00	$0.00		$0.00	$0.00	$0.00
75	BSOG SW RTU Fee	L22		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
76	BSOG Requirements Group	L46		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
77									
78	**RECURRING:**								
79	BST Labor Hours:								
80	BSOG Sys Support	L54	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
81									
82	Additive:								
83	BSOG Appl Mtce Cost	L57		$0.00	$0.00	[redacted]			
84	BSOG Oth Supp Cost	L58		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
85	BSOG SW Mtce	L59		$0.00	$0.00	[redacted]			
86	BSOG HW Support	L60		$0.00	$0.00				
87	BSOG HW Mtce	L61		$0.00	$0.00				
88									
89	Investment:								
90	Oth Gen Purp Computers	L64	530C	$0.00	$0.00	[redacted]			

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
TAG

Workpaper: 5
State: Florida

Line	Description	Source	PB/TRC	1996	1997	1998	1999	2000	2001
5	**TAG**								
6	**NONRECURRING:**								
7									
8	**TAG Sys Dev/Implementation:**								
9	BST Labor Hours:								
10	TAG Develop/Implem	Input Sheet, I.123	ITPB59		[redacted]				
11									
12									
13	Contracted Services:								
14	TAG Dev/Implem Contracted Hours	Input Sheet, I.124		0.00	0.00	[redacted]			
15	Contracted Hourly Rate	Input Sheet, I.125		$0.00	$0.00				
16	Dev/Implem TAG Sys Contracted Costs	L14*L15		$0.00	$0.00				
17	Program Dev Other Contracted Costs	Input Sheet, I.126		$0.00	$0.00				
18	TAG Sys Dev/Enh/Impl Cost	L16+L17		$0.00	$0.00				
19									
20	Other System Costs:								
21	TAG Oth Dev Costs	Input Sheet, I.127		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
22	TAG SW RTU Fee	Input Sheet, I.135		$0.00	$0.00		$0.00	$0.00	$0.00
23	Tot Oth Sys Costs	L21+L22		$0.00	$0.00		$0.00	$0.00	$0.00
24									
25	**TAG Project Management:**								
26	BST Labor Hours:								
27	Overall Proj Coordinator	Input Sheet, I.330	MKPB58		0.00	[redacted]			
28	Proj Support	Input Sheet, I.331	MKPB56		0.00				
29									
30									
31	**RECURRING:**								
32									
33	**Volume Insensitive**								
34									
35	**Recurring BST Labor Hours:**								
36	TAG Sys Support	Input Sheet, I.130	ITPB58	0.00	0.00	0.00	[redacted]		0.00
37									
38	**Recurring Additive:**								
39	TAG Appl Mtce Cost	Input Sheet, I.131		$0.00	$0.00	$0.00	[redacted]		
40	TAG Oth Supp Cost	Input Sheet, I.132		$0.00	$0.00	$0.00			
41	TAG SW Mtce	Input Sheet, I.415		$0.00	$0.00	[redacted]			
42	TAG HW Support	Input Sheet, I.139		$0.00	$0.00				
43	TAG HW Mtce	Input Sheet, I.408		$0.00	$0.00				
44									
45	**TAG Equipment:**								
46	Installed Price of Midrange Computers	Input Sheet, I.138	530C	$0.00	$0.00	[redacted]			

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
TAG

Workpaper: 5
State: Florida

Line	Description	Source	PB/ERC	1996	1997	1998	1999	2000	2001
47									
48	**SUMMARY:**								
49	**NONRECURRING:**								
50	BST Labor Hours:								
51	TAG Develop/Implem	L.10	ITPB59	0.00			0.00		
52	TAG Proj Mgmnt	L.27	MKPB58		0.00				
53	TAG Proj Mgmnt	L.28	MKPB56		0.00				
54									
55	Additive:								
56	TAG Sys Dev/Enh/Impl Cost	L.18		$0.00	$0.00		$0.00	$0.00	$0.00
57	TAG Oth Dev Costs	L.21		$0.00	$0.00		$0.00	$0.00	$0.00
58	TAG SW RTU Fee	L.22		$0.00	$0.00		$0.00	$0.00	$0.00
59									
60	**RECURRING:**								
61	BST Labor Hours:								
62	TAG Sys Support	L.36	ITPB58	0.00	0.00	0.00			0.00
63									
64	Additive:								
65	TAG Appl Mtce Cost	L.39		$0.00	$0.00	$0.00			
66	TAG Oth Supp Cost	L.40		$0.00	$0.00	$0.00			
67	TAG SW Mtce	L.41		$0.00	$0.00				
68	TAG HW Support	L.42		$0.00	$0.00				
69	TAG HW Mtce	L.43		$0.00	$0.00				
70									
71	Investment:								
72	Oth Gen Purp Computers	L.46	530C	$0.00	$0.00				

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
EDI

Workpaper: 6
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
5	EDI								
6	**NONRECURRING:**								
7									
8	**EDI Appl Development:**								
9	BST Labor Hours:								
10	Proj Mgr for EDI Appl Dev	Input Sheet, L143	ITPB59			0.00			
11	Proj Mgr for EDI Appl Dev	Input Sheet, L144	ITPB58			0.00			
12									
13	Contracted Services:								
14	EDI Dev/Enhance Contracted Hours	Input Sheet, L145		0.00					
15	Contracted Hourly Rate	Input Sheet, L146		$0.00					
16	Dev/Enhance EDI Sys Contracted Costs	L14*L15		$0.00					
17	Program Dev Other Contracted Costs	Input Sheet, L147		$0.00	$0.00				
18	EDI Sys Dev/Enh/Impl Cost	L16+L17		$0.00					
19									
20	Other System Costs:								
21	EDI Oth Dev Costs	Input Sheet, L148		$0.00		$0.00	$0.00	$0.00	$0.00
22	EDI SW RTU Fee	Input Sheet, L156		$0.00	$0.00	$0.00			
23	Tot Oth Sys Costs	L21+L22		$0.00		$0.00			
24									
25	**EDI Project Management:**								
26	EDI Requirements Contracted Labor Hrs:								
27	Tel Tek	Input Sheet, L350				0.00			
28	Advantage Funding	Input Sheet, L351			0.00				
29	Brannon & Tully	Input Sheet, L352			0.00				
30	United Infor Technologies	Input Sheet, L353			0.00				
31	Prosoft	Input Sheet, L354			0.00				
32	Diversified Executive Sys	Input Sheet, L355			0.00				
33	DMR Consulting	Input Sheet, L356			0.00				
34	COMSYS	Input Sheet, L357			0.00				
35									
36	Contracted Hourly Rates:								
37	Tel Tek	Input Sheet, L392				$0.00			
38	Advantage Funding	Input Sheet, L388							
39	Brannon & Tully	Input Sheet, L393							
40	United Infor Technologies	Input Sheet, L387							
41	Prosoft	Input Sheet, L389							
42	Diversified Executive Sys	Input Sheet, L391							
43	DMR Consulting	Input Sheet, L394							
44	COMSYS	Input Sheet, L390							
45									

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
EDI

Workpaper: 6
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
46	EDI Requirements Contracted Costs:								
47	Tel Tek	L27*L37			[redacted]	$0.00			
48	Advantage Funding	L28*L38			[redacted]	[redacted]			
49	Brannon & Tully	L29*L39			$0.00	[redacted]			
50	United Infor Technologies	L30*L40			$0.00	[redacted]			
51	Prosoft	L31*L41			$0.00	[redacted]			
52	Diversified Executive Sys	L32*L42			$0.00	[redacted]			
53	DMR Consulting	L33*L43			$0.00	[redacted]			
54	COMSYS	L34*L44			$0.00	[redacted]			
55	Tot Requirements Contrct Costs	L47 thru L54			[redacted]	[redacted]			
56									
57									
58	**RECURRING:**								
59									
60	**Volume Insensitive**								
61									
62	**Recurring BST Labor Hours:**								
63	EDI Sys Support	Input Sheet, L151	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
64									
65	**Recurring Additive:**								
66	EDI Appl Mtce Cost	Input Sheet, L152		$0.00	$0.00	[redacted]			
67	EDI Oth Supp Cost	Input Sheet, L153		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
68	EDI HW Support	Input Sheet, L160		$0.00	$0.00	[redacted]			
69	Tot Other On-going Costs	L66+L67+L68		$0.00	$0.00	[redacted]			
70									
71									
72	**EDI Equipment:**								
73	Installed Price of Midrange Computers	Input Sheet, L159	530C	$0.00	[redacted]	$0.00	$0.00	$0.00	$0.00
74									
75									

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
EDI

Workpaper: 6
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
76	**SUMMARY:**								
77	**NONRECURRING:**								
78	BST Labor Hours:								
79	Proj Mgr for EDI Appl Dev	L10	ITPB59	0.00		0.00	0.00		
80	Proj Mgr for EDI Appl Dev	L11	ITPB58	0.00		0.00	0.00		
81									
82	Additive:								
83	EDI Sys Dev/Enh/Impl Cost	L18		$0.00			$0.00	$0.00	$0.00
84	EDI Oth Dev Costs	L21		$0.00		$0.00	$0.00	$0.00	$0.00
85	EDI SW RTU Fee	L22		$0.00	$0.00	$0.00			
86	EDI Requirements Group	L55		$0.00			$0.00	$0.00	$0.00
87									
88	**RECURRING:**								
89	BST Labor Hours:								
90	EDI Sys Support	L63	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
91									
92	Additive:								
93	EDI Appl Mtce Cost	L66		$0.00	$0.00				
94	EDI Oth Supp Cost	L67		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
95	EDI HW Support	L68		$0.00	$0.00				
96									
97									
98	Investment:								
99	Oth Gen Purp Computers	L73	530C	$0.00		$0.00	$0.00	$0.00	$0.00

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Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
5	ECTA								
6	**NONRECURRING:**								
7									
8	**ECTA Sys Dev/Implementation:**								
9	BST Labor Hours:								
10	ECTA Sys Dev/Implem	Input Sheet, L164	ITPB59						
11	ECTA Sys Dev/Implem	Input Sheet, L171	NWPB58						
12									
13	Contracted Services:								
14	ECTA Dev/Enhance Contracted Hours	Input Sheet, L165		0.00	0.00				
15	Contracted Hourly Rate	Input Sheet, L166		$0.00	$0.00				
16	Dev/Enhance ECTA Sys Contracted Costs	L14*L15		$0.00	$0.00				
17	Program Dev Other Contracted Costs	Input Sheet, L167		$0.00	$0.00				
18	ECTA Sys Dev/Enh/Impl Cost	L16+L17		$0.00	$0.00				
19									
20	Other System Costs:								
21	ECTA Oth Dev Costs	Input Sheet, L168		$0.00			$0.00	$0.00	$0.00
22	ECTA SW RTU Fee	Input Sheet, L179		$0.00	$0.00		$0.00	$0.00	$0.00
23	Tot Oth Sys Costs	L21+L22		$0.00			$0.00	$0.00	$0.00
24									
25									
26									
27									
28									
29									
30									
31	**RECURRING:**								
32									
33	**Volume Insensitive**								
34									
35	**Recurring BST Labor Hours:**								
36	ECTA Sys Support	Input Sheet, L174	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
37									
38	**Recurring Additive:**								
39	ECTA Appl Mtce Cost	Input Sheet, L175		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
40	ECTA Oth Supp Cost	Input Sheet, L176		$0.00	$0.00	$0.00			
41	ECTA SW Mtce								
42	ECTA HW Support	Input Sheet, L183		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
43	Tot Other On-going Costs	L39+L40+L41+L42		$0.00	$0.00	$0.00			
44									
45	**ECTA Equipment:**								
46	Installed Price of Midrange Computers	Input Sheet, L182	5300	$0.00	$0.00		$0.00	$0.00	$0.00

State: Florida

Line	Description	Source	PID/ERC	1996	1997	1998	1999	2000	2001
47									
48	**SUMMARY:**								
49	**NONRECURRING:**								
50	BST Labor Hours:								
51	ECTA Sys Dev/Implem	L.10	ITPB59	0.00	[redacted]		0.00		
52	ECTA Sys Dev/Implem	L.11	NWPB58	0.00	0.00	[redacted]	0.00		
53									
54	Additive:								
55	ECTA Sys Dev/Enh/Impl Cost	L.18		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
56	ECTA Oth Dev Costs	L.21		$0.00	[redacted]		$0.00	$0.00	$0.00
57	ECTA SW RTU Fee	L.22		$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00
58									
59	**RECURRING:**								
60	BST Labor Hours:								
61	ECTA Sys Support	L.36	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00
62									
63	Additive:								
64	ECTA Appl Mtce Cost	L.39		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
65	ECTA Oth Supp Cost	L.40		$0.00	$0.00	$0.00	[redacted]		
66	ECTA SW Mtce	L.41		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
67	ECTA HW Support	L.42		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
68									
69	Investment:								
70	Oth Gen Purp Computers	L.46	530C	$0.00	$0.00	[redacted]	$0.00	$0.00	$0.00

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40 Note 1 - '1996=Input Sheet, (L226+L229+L232+L237+L238+(L241thruL246)

41 Note 2 - Input Sheet, (L191+(L193 thru L195)+(L197 thru L199))

42

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1/5/99, 3:32 PM

OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
CLEC TAFI

Workpaper: 8
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
43	**RECURRING:**								
44									
45	**Volume Insensitive**								
46									
47	**Recurring BST Labor Hours:**								
48	CLEC TAFI Sys Support	Input Sheet, L202	ITPB58	0.00	0.00			0.00	0.00
49	Supp of Trbl Resolution Units	Input Sheet, L207	NWPB58	0.00	0.00				
50									
51	**Recurring Additive:**								
52	CLEC TAFI Appl Mtce Cost	Input Sheet, L203		$0.00	$0.00				
53	CLEC TAFI Oth Supp Cost	Input Sheet, L204		$0.00	$0.00	$0.00			
54	CLEC TAFI SW Mtce	Input Sheet, L416		$0.00	$0.00				
55	CLEC TAFI HW Support	Input Sheet, L216		$0.00	$0.00				
56	CLEC TAFI HW Mtce	Input Sheet, L409		$0.00	$0.00				
57									
58	**CLEC TAFI Equipment:**								
59	Networking Equipment	Input Sheet, (L217+L218)	630C						
60	Datakit	Input Sheet, (L219+L220)	630C						
61	Servers	Input Sheet, (L221+L222)	530C						
62	Installed Price of Midranges	Input Sheet, L215	530C	$0.00					
63									
64									
65	**Investment Summarized FRC:**								
66	Data Controllers Equipmnt	L59+L60	630C		$0.00	$0.00	$0.00	$0.00	$0.00
67	Other Gen Purp Computers	L61+L62	530C			$0.00	$0.00	$0.00	$0.00
68	Gen Purpose Computers	L66+L67				$0.00	$0.00	$0.00	$0.00

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
CLEC TAFI

Workpaper: 8
State: Florida

Line	Description	Source	PB/FRC	1996	1997	1998	1999	2000	2001
69									
70	**SUMMARY:**								
71	**NONRECURRING:**								
72	BST Labor Hours:								
73	CLEC TAFI Sys Dev/Enhance	L10	ITPB59				0.00		
74	CLEC TAFI Sys Dev/Enhance	L11	ITPB58		0.00	0.00	0.00		
75	CLEC TAFI Sys Dev/Enhance	L12	ITPB57		0.00	0.00	0.00		
76	CLEC TAFI Sys Dev/Enhance	L13	NWPB58		0.00	0.00	0.00		
77	CLEC TAFI Sys Dev/Enhance	L14	MKPB58		0.00	0.00	0.00		
78									
79	Additive:								
80	CLEC TAFI Sys Dev Contrct	L20					$0.00	$0.00	$0.00
81	CLEC TAFI Oth Dev Costs	L21					$0.00	$0.00	$0.00
82	CLEC TAFI SW RTU Fee	L22							
83	Requirements Contrct Cost	L39		$0.00	$0.00		$0.00	$0.00	$0.00
84									
85	**RECURRING:**								
86	BST Labor Hours:								
87	CLEC TAFI Sys Support	L48	ITPB58	0.00	0.00			0.00	0.00
88	Supp of Trbl Resolution Units	L49	NWPB58	0.00	0.00				
89									
90	Additive:								
91	RECURRING:								
92	CLEC TAFI Appl Mtce Cost	L52		$0.00	$0.00				
93	CLEC TAFI Oth Supp Cost	L53		$0.00	$0.00	$0.00			
94	CLEC TAFI SW Mtce	L54		$0.00	$0.00				
95	CLEC TAFI HW Support	L55		$0.00	$0.00				
96	CLEC TAFI HW Mtce	L56		$0.00	$0.00				
97									
98	Investment:								
99	Data Controllers Equipmnt	L66	630C		$0.00	$0.00	$0.00	$0.00	$0.00
100	Other Gen Purp Computers	L67	530C			$0.00	$0.00	$0.00	$0.00

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
BILLING

Workpaper: 9
State: Florida

Line	Description	Source	PB/FRC	1997	1998	1999	2000	2001
5	**BILLING**							
6	**NONRECURRING:**							
7	**BILLING Program Development:**							
8	BST Labor Hours:							
9	IT Billing Project Management	Input Sheet, I.258	ITPB59					
10	IT Billing Proj Mgmnt	Input Sheet, I.262	ITPB59					
11	IT Billing Project Management	Input Sheet, I.259	ITPB58					
12	IT Billing Proj Mgmnt	Input Sheet, I.263	ITPB58					
13	Billing Team Dev Meeting CRIS Rep	Input Sheet, I.254	FRPB58					
14	Billing Team Dev Meeting CABS Rep	Input Sheet, I.257	FRPB58					
15								
16	**BILLING Contracted Costs:**							
17	BILLING Prj Mgmnt Contrcted	Input Sheet, I.265			0.00			
18	BILLING Prj Mgmnt Contrcted	Input Sheet, I.264			0.00			
19	IT Billing Contracted Hourly Rate	Input Sheet, I.261						
20	Billing Proj Mgmnt	(I.17+I.18)*I.19						
21								
22	OSS Billing Sys Design And Specifications	Input Sheet, I.255						
23	Contracted Hourly Rate	Input Sheet, I.256						
24	Billing Sys Design & Spec	I.22*I.23						
25	Billing Prgm Dev Other Contracted Costs	Input Sheet, I.266						
26	Tot Billing Dev Contracted Costs	I.20+I.24+I.25						
27								
28								
29	**RECURRING:**							
30								
31	**Volume Insensitive**							
32								
33	**BILLING: On-going Support**							
34	Labor Hours:							
35	Support and Update Rate Databases	Input Sheet, I.269	FRPB56				0.00	
36	Testing, Bill Veritication and Implem Guides	Input Sheet, I.270	FRPB58					
37	Prgm Mtce Support	Input Sheet, I.271	ITPB59				0.00	0.00
38								
39	Additive:							
40	USOCs and Detailed Svc Ord Edits	Input Sheet, I.273						
41	Contracted Hourly Rate	Input Sheet, I.274						
42	USOCs and Svc Ord Edits Costs	I.40*I.41						
43								
44	Billing Program Mtce Support	Input Sheet, I.272					$0.00	$0.00
45								

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
BILLING

Workpaper: 9
State: Florida

Line	Description	Source	PB/FRC	1997	1998	1999	2000	2001
46	**SUMMARY:**							
47	**NONRECURRING:**							
48	BST Labor Hours:							
49	Billing Proj Mgmnt	1.9+1.10	ITPB59			0.00	0.00	0.00
50	Billing Proj Mgmnt	1.11+1.12	ITPB58			0.00	0.00	0.00
51	Billing Team Rep	1.13+1.14	FRPB58	0.00		0.00	0.00	0.00
52								
53	Additive:							
54	Billing Proj Mgmnt	1.20				$0.00	$0.00	$0.00
55	Billing Dev	1.24+1.25		$0.00		$0.00	$0.00	$0.00
56								
57	**RECURRING:**							
58	BST Labor Hours:							
59	Supp/Update Rate Database	1.35	FRPB56	0.00	0.00			
60	Test/Bill Verify/Guides	1.36	FRPB58	0.00				
61	Prgm Mtce	1.37	ITPB59	0.00	0.00	0.00		
62								
63	Additive:							
64	USOCs and Svc Ord Edits	1.42						
65	Billing Prgm Mtce	1.44		$0.00	$0.00	$0.00		

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
OTHER FUNCTIONS

Workpaper: 10
State: Florida

Line	Description	Source	PB/JFC	1997	1998	1999	2000	2001	Total
5	**RECURRING:**								
6	Headcount:								
7	Commission Priorities Coordination	Input Sheet, L337	MKPB59						
8	ICS Operations Support	Input Sheet, L339	MKPB58						
9									
10	Annual Productive Hours:								
11	Productive Weeks Per Year	Input Sheet, L334							
12	Productive Hours Per Week	Input Sheet, L335							
13	Annual Productive Hours Per Headcount	L11*L12							
14									
15	Commission Coordination	L7*L13	MKPB59						
16	ICS Operations Support	L8*L13	MKPB58						
17									
18									
19	**NONRECURRING:**								
20	Labor Hours To Manually Handle LSR Fallout:								
21	Percent of Mechanized LSRs To Fallout	Input Sheet, L401				10%	5%	5%	
22	LCSC Hours Per LSR	Input Sheet, L402	2300			0.42	0.42	0.42	
23	LCSC Svc Ord Proc per Mechanized LSR	L21*L22	2300			0.042	0.021	0.021	
24									
25	Electronic Interface Group Labor Hours:								
26	Requirements Writer, Dev Acceptence Criteria	Input Sheet, L397	MKPB58						
27	Develop Test Plans	Input Sheet, L398	MKPB57						
28									
29									
30	**SUMMARY:**								
31	**RECURRING:**								
32	BST Labor Hours:								
33	Commission Coordination	L15	MKPB59						
34	ICS Operations Support	L16	MKPB58						
35									
36	**Nonrecurring Labor Hours:**								Average
37	Manually Proc LSR Fallout	L23	2300			0.042	0.021	0.021	0.028
38									
39	**Nonrecurring Labor Hours:**								
40	EI Req/Dev Criteria	L26	MKPB58						
41	EI Test Plans Dev	L27	MKPB57						

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
DEVELOPMENT AND IMPLEMENTATION

Workpaper: 11
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
5	**LENS NONRECURRING**									
6	BST Labor Hours:									
7	LENS Sys Dev/Enhnce/Implm	Workpaper 1, L103	ITPB59				0.00	0.00	0.00	
8	LENS Sys Dev/Enhnce/Implm	Workpaper 1, L104	ITPB58	0.00			0.00	0.00	0.00	
9	LENS Sys Dev/Enhnce/Implm	Workpaper 1, L105	ITPB56		0.00	0.00	0.00	0.00	0.00	
10	LENS Proj Mgmnt	Workpaper 1, L106	MKPB61	0.00		0.00	0.00	0.00	0.00	
11	LENS Proj Mgmnt	Workpaper 1, L107	MKPB59	0.00				0.00	0.00	
12	LENS Proj Mgmnt	Workpaper 1, L108	MKPB58	0.00		0.00	0.00	0.00	0.00	
13										
14	Additive:									
15	LENS Sys Dev/Enh/Impl Cost	Workpaper 1, L111					$0.00	$0.00	$0.00	
16	LENS Oth Dev Costs	Workpaper 1, L112		$0.00			$0.00	$0.00	$0.00	
17	LENS SW RTU Fee	Workpaper 1, L113						$0.00	$0.00	
18	LENS Requirement Group	Workpaper 1, L114		$0.00			$0.00	$0.00	$0.00	
19										
20	**LEO NONRECURRING**									
21	BST Labor Hours:									
22	LEO Sys Dev/Enhnce/Implm	Workpaper 2, L94	ITPB59				0.00	0.00	0.00	
23	LEO Sys Dev/Enhnce/Implm	Workpaper 2, L95	ITPB58				0.00	0.00	0.00	
24	LEO Proj Mgmnt	Workpaper 2, L96	MKPB61	0.00				0.00	0.00	
25	LEO Proj Mgmnt	Workpaper 2, L97	MKPB59	0.00	0.00			0.00	0.00	
26	LEO Proj Mgmnt	Workpaper 2, L98	MKPB58	0.00	0.00			0.00	0.00	
27										
28	Additive:									
29	LEO Sys Dev/Enh/Impl Cost	Workpaper 2, L101					$0.00	$0.00	$0.00	
30	LEO Oth Dev Costs	Workpaper 2, L102		$0.00			$0.00	$0.00	$0.00	
31	LEO SW RTU Fee	Workpaper 2, L103		$0.00	$0.00					
32	LEO Requirement Group	Workpaper 2, L104		$0.00	$0.00		$0.00	$0.00	$0.00	
33										
34	**LESOG NONRECURRING**									
35	BST Labor Hours:									
36	LESOG Sys Dev/Enhnce/Implm	Workpaper 3, L112	ITPB59				0.00	0.00	0.00	
37	LESOG Sys Dev/Enhnce/Implm	Workpaper 3, L113	ITPB58				0.00	0.00	0.00	
38	LESOG Sys Dev/Enhnce/Implm	Workpaper 3, L114	ITPB56		0.00	0.00	0.00	0.00	0.00	
39	LESOG Proj Mgmnt	Workpaper 3, L115	MKPB59		0.00	0.00	0.00	0.00	0.00	
40	LESOG Proj Mgmnt	Workpaper 3, L116	MKPB58		0.00	0.00	0.00	0.00	0.00	
41	LESOG Proj Mgmnt	Workpaper 3, L117	MKPB56	0.00	0.00			0.00	0.00	
42										
43	Additive:									
44	LESOG Sys Dev/Enh/Impl Cost	Workpaper 3, L120					$0.00	$0.00	$0.00	
45	LESOG Oth Dev Costs	Workpaper 3, L121		$0.00			$0.00	$0.00	$0.00	
46	LESOG SW RTU Fee	Workpaper 3, L122		$0.00						

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
DEVELOPMENT AND IMPLEMENTATION

Workpaper: 11
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
47	LESOG Requirements Group	Workpaper 3, I.123		$0.00			$0.00	$0.00	$0.00	
48										
49	**BSOG NONRECURRING**									
50	BST Labor Hours:									
51	BSOG Develop/Implem	Workpaper 4, I.69	ITPB59	0.00	683.00		0.00	0.00	0.00	
52	BSOG Proj Mgmnt	Workpaper 4, I.70	MKPB59	0.00	1,927.20			0.00	0.00	
53										
54	Additive:									
55	BSOG Sys Dev/Enh/Impl Cost	Workpaper 4, I.73		$0.00	$0.00		$0.00	$0.00	$0.00	
56	BSOG Oth Dev Costs	Workpaper 4, I.74		$0.00	$0.00		$0.00	$0.00	$0.00	
57	BSOG SW RTU Fee	Workpaper 4, I.75		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
58	BSOG Requirements Group	Workpaper 4, I.76		$0.00	$0.00		$0.00	$0.00	$0.00	
59										
60	**TAG NONRECURRING**									
61	BST Labor Hours:									
62	TAG Develop/Implem	Workpaper 5, I.51	ITPB59	0.00			0.00	0.00	0.00	
63	TAG Proj Mgmnt	Workpaper 5, I.52	MKPB58	0.00	0.00			0.00	0.00	
64	TAG Proj Mgmnt	Workpaper 5, I.53	MKPB56	0.00	0.00			0.00	0.00	
65										
66	Additive:									
67	TAG Sys Dev/Enh/Impl Cost	Workpaper 5, I.56		$0.00	$0.00		$0.00	$0.00	$0.00	
68	TAG Oth Dev Costs	Workpaper 5, I.57		$0.00	$0.00		$0.00	$0.00	$0.00	
69	TAG SW RTU Fee	Workpaper 5, I.58		$0.00	$0.00		$0.00	$0.00	$0.00	
70										
71	**EDI NONRECURRING**									
72	BST Labor Hours:									
73	Proj Mgr for EDI Appl Dev	Workpaper 6, I.79	ITPB59	0.00		0.00	0.00	0.00	0.00	
74	Proj Mgr for EDI Appl Dev	Workpaper 6, I.80	ITPB58	0.00		0.00	0.00	0.00	0.00	
75										
76	Additive:									
77	EDI Sys Dev/Enh/Impl Cost	Workpaper 6, I.83		$0.00			$0.00	$0.00	$0.00	
78	EDI Oth Dev Costs	Workpaper 6, I.84		$0.00		$0.00	$0.00	$0.00	$0.00	
79	EDI SW RTU Fee	Workpaper 6, I.85		$0.00	$0.00	$0.00				
80	EDI Requirements Group	Workpaper 6, I.86		$0.00			$0.00	$0.00	$0.00	
81										
82	**ECTA NONRECURRING**									
83	BST Labor Hours:									
84	ECTA Sys Dev/Implem	Workpaper 7, I.51	ITPB59	0.00			0.00	0.00	0.00	
85	ECTA Sys Dev/Implem	Workpaper 7, I.52	NWPB58	0.00	0.00		0.00	0.00	0.00	
86										
87	Additive:									
88	ECTA Sys Dev/Enh/Impl Cost	Workpaper 7, I.55		$0.00	$0.00		$0.00	$0.00	$0.00	
89	ECTA Oth Dev Costs	Workpaper 7, I.56		$0.00			$0.00	$0.00	$0.00	
90	ECTA SW RTU Fee	Workpaper 7, I.57		$0.00	$0.00		$0.00	$0.00	$0.00	
91										

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
DEVELOPMENT AND IMPLEMENTATION

Workpaper: 11
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
92	**CLEC TAFI NONRECURRING**									
93	BST Labor Hours:									
94	CLEC TAFI Sys Dev/Enhance	Workpaper 8, L73	ITPB59				0.00	0.00	0.00	
95	CLEC TAFI Sys Dev/Enhance	Workpaper 8, L74	ITPB58		0.00	0.00	0.00	0.00	0.00	
96	CLEC TAFI Sys Dev/Enhance	Workpaper 8, L75	ITPB57		0.00	0.00	0.00	0.00	0.00	
97	CLEC TAFI Sys Dev/Enhance	Workpaper 8, L76	NWPB58		0.00	0.00	0.00	0.00	0.00	
98	CLEC TAFI Sys Dev/Enhance	Workpaper 8, L77	MKPB58		0.00	0.00	0.00	0.00	0.00	
99										
100	Additive:									
101	CLEC TAFI Sys Dev Contrct	Workpaper 8, L80					$0.00	$0.00	$0.00	
102	CLEC TAFI Oth Dev Costs	Workpaper 8, L81					$0.00	$0.00	$0.00	
103	CLEC TAFI SW RTU Fee	Workpaper 8, L82								
104	Requirements Contrct Cost	Workpaper 8, L83		$0.00	$0.00		$0.00	$0.00	$0.00	
105										
106	**BILLING NONRECURRING**									
107	BST Labor Hours:									
108	Billing Proj Mgmnt	Workpaper 9, L49	ITPB59	0.00			0.00	0.00	0.00	
109	Billing Proj Mgmnt	Workpaper 9, L50	ITPB58	0.00			0.00	0.00	0.00	
110	Billing Team Rep	Workpaper 9, L51	FRPB58	0.00	0.00		0.00	0.00	0.00	
111										
112	Additive:									
113	Billing Proj Mgmnt	Workpaper 9, L54		$0.00			$0.00	$0.00	$0.00	
114	Billing Dev	Workpaper 9, L55		$0.00	$0.00		$0.00	$0.00	$0.00	
115										
116	**SUMMARY**									
117										
118	**BST Labor Hours:**									
119	Sys Dev/Enhance/Implem	L7+L22+L36+L51+L62+L73	ITPB59				0.00	0.00	0.00	
120	Sys Dev/Enhance/Implem	L8+L23+L37+L74	ITPB58				0.00	0.00	0.00	
121	Sys Dev/Enhance/Implem	L9+L38	ITPB56		0.00	0.00	0.00	0.00	0.00	
122	Billing Proj Mgmnt	L108	ITPB59	0.00			0.00	0.00	0.00	
123	Billing Proj Mgmnt	L109	ITPB58	0.00			0.00	0.00	0.00	
124	Billing Team Rep	L110	FRPB58	0.00	0.00		0.00	0.00	0.00	
125	Proj Mgmnt	L10+L24	MKPB61	0.00				0.00	0.00	
126	Proj Mgmnt	L11+L25+L39+L52	MKPB59					0.00	0.00	
127	Proj Mgmnt	L12+L26+L40+L63	MKPB58					0.00	0.00	
128	Proj Mgmnt	L41+L64	MKPB56	0.00	0.00			0.00	0.00	
129	Trbl M&R Sys Dev/Implem	L84+L94	ITPB59				0.00	0.00	0.00	
130	Trbl M&R Sys Dev/Implem	L95	ITPB58		0.00	0.00	0.00	0.00	0.00	
131	Trbl M&R Sys Dev/Implem	L96	ITPB57		0.00	0.00	0.00	0.00	0.00	
132	Trbl M&R Sys Dev/Implem	L85+L97	NWPB58		0.00		0.00	0.00	0.00	
133	Trbl M&R Sys Dev/Implem	L98	MKPB58		0.00	0.00	0.00	0.00	0.00	
134	EI Req/Dev Criteria	Workpaper 10, L40	MKPB58	0.00			0.00	0.00	0.00	
135	EI Test Plans Dev	Workpaper 10, L41	MKPB57	0.00			0.00	0.00	0.00	
136										
137	**NR Additive:**									
138	Sys Dev/Enhance/Implem	L15+L29+L44+L55+L67+L77					$0.00	$0.00	$0.00	

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Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
139	Other Dev	L16+L30+L45+L56+L68+L78								
140	Software RTU Fees	L17+L31+L46+L57+L69+L79								
141	Testing, Requirements Dev	L18+L32+L47+L58+L80								
142	Billing Proj Mgmnt	L113								
143	Billing Dev	L114								
144	Trbl M&R Sys Dev	L88+L101								
145	Trbl M&R Sys Oth Dev	L89+L102								
146	Trbl M&R Sys SW RTU Fee	L90+L103								
147	Trbl M&R Sys Requirements	L104								
148										
149	Mechanized Local Service Requests (LSR)	Input Sheet, L278								
150										
151	**PER LSR SUMMARY**									
152										
153	**BST Labor Hours Per LSR:**									
154	Sys Dev/Enhance/Implem	L119/L149	ITPB59							
155	Sys Dev/Enhance/Implem	L120/L149	ITPB58							
156	Sys Dev/Enhance/Implem	L121/L149	ITPB56							
157	Billing Proj Mgmnt	L122/L149	ITPB59							
158	Billing Proj Mgmnt	L123/L149	ITPB58							
159	Billing Team Rep	L124/L149	FRPB58							
160	Proj Mgmnt	L125/L149	MKPB61							
161	Proj Mgmnt	L126/L149	MKPB59							
162	Proj Mgmnt	L127/L149	MKPB58							
163	Proj Mgmnt	L128/L149	MKPB56							
164	Trbl M&R Sys Dev/Implem	L129/L149	ITPB59							
165	Trbl M&R Sys Dev/Implem	L130/L149	ITPB58							
166	Trbl M&R Sys Dev/Implem	L131/L149	ITPB57							
167	Trbl M&R Sys Dev/Implem	L132/L149	NWPB58							
168	Trbl M&R Sys Dev/Implem	L133/L149	MKPB58							
169	EI Req/Dev Criteria	L134/L149	MKPB58							
170	EI Test Plans Dev	L135/L149	MKPB57							
171										
172										
173	**NR Additive Per LSR:**									
174	Sys Dev/Enhance/Implem	L138/L149								
175	Other Dev	L139/L149								
176	Software RTU Fees	L140/L149								
177	Testing, Requirements Dev	L141/L149								
178	Billing Proj Mgmnt	L142/L149								
179	Billing Dev	L143/L149								
180	Trbl M&R Sys Dev	L144/L149								
181	Trbl M&R Sys Oth Dev	L145/L149								
182	Trbl M&R Sys SW RTU Fee	L146/L149								
183	Trbl M&R Sys Requirements	L147/L149								

OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
ONGOING PROCESSING

Workpaper: 12
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
5	**LENS RECURRING**									
6	BST Labor Hours:									
7	LENS Sys Support	Workpaper 1, L118	HPB58	0.00	0.00	0.00				
8										
9	Additive:									
10	LENS Appl Mtce Cost	Workpaper 1, L121		$0.00	$0.00					
11	LENS Oth Supp Cost	Workpaper 1, L122		$0.00	$0.00					
12	LENS SW Mtce	Workpaper 1, L123			$0.00					
13	LENS HW Support	Workpaper 1, L124		$0.00	$0.00					
14	LENS HW Mtce	Workpaper 1, L125		$0.00	$0.00					
15										
16	**LEO RECURRING**									
17	BST Labor Hours:									
18	LEO Sys Support	Workpaper 2, L108	HPB58	0.00	0.00	0.00				
19										
20	Additive:									
21	LEO Appl Mtce Cost	Workpaper 2, L111		$0.00	$0.00					
22	LEO Oth Supp Cost	Workpaper 2, L112		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
23	LEO HW Support	Workpaper 2, L113		$0.00	$0.00					
24										
25										
26	**LESOG RECURRING**									
27	BST Labor Hours:									
28	LESOG Sys Support	Workpaper 3, L127	HPB58	0.00	0.00	0.00	0.00	0.00	0.00	
29										
30	Additive:									
31	LESOG Appl Mtce Cost	Workpaper 3, L130		$0.00	$0.00					
32	LESOG SW Mtce	Workpaper 3, L131		$0.00	$0.00					
33	LESOG HW Support	Workpaper 3, L132		$0.00	$0.00					
34	LESOG HW Mtce	Workpaper 3, L133		$0.00	$0.00					
35										
36	**BSOG RECURRING**									
37	BST Labor Hours:									
38	BSOG Sys Support	Workpaper 4, L80	HPB58	0.00	0.00	0.00	0.00	0.00	0.00	
39										
40	Additive:									
41	BSOG Appl Mtce Cost	Workpaper 4, L83		$0.00	$0.00					
42	BSOG Oth Supp Cost	Workpaper 4, L84		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
43	BSOG SW Mtce	Workpaper 4, L85		$0.00	$0.00					
44	BSOG HW Support	Workpaper 4, L86		$0.00	$0.00					
45	BSOG HW Mtce	Workpaper 4, L87		$0.00	$0.00					
46										

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
ONGOING PROCESSING

Workpaper: 12
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
47	**TAG RECURRING**									
48	BST Labor Hours:									
49	TAG Sys Support	Workpaper 5, L62	HPB58	0.00	0.00	0.00	532.83	474.28	0.00	
50										
51	Additive:									
52	TAG Appl Mtce Cost	Workpaper 5, L65		$0.00	$0.00	$0.00				
53	TAG Oth Supp Cost	Workpaper 5, L66		$0.00	$0.00	$0.00				
54	TAG SW Mtce	Workpaper 5, L67		$0.00	$0.00					
55	TAG HW Support	Workpaper 5, L68		$0.00	$0.00					
56	TAG HW Mtce	Workpaper 5, L69		$0.00	$0.00					
57										
58	**EDI RECURRING**									
59	BST Labor Hours:									
60	EDI Sys Support	Workpaper 6, L90	HPB58	0.00	0.00	0.00	0.00	0.00	0.00	
61										
62	Additive:									
63	EDI Appl Mtce Cost	Workpaper 6, L93		$0.00	$0.00					
64	EDI Oth Supp Cost	Workpaper 6, L94		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
65	EDI HW Support	Workpaper 6, L95		$0.00	$0.00					
66										
67										
68	**ECTA RECURRING**									
69	BST Labor Hours:									
70	ECTA Sys Support	Workpaper 7, L61	HPB58	0.00	0.00	0.00	0.00	0.00	0.00	
71										
72	Additive:									
73	ECTA Appl Mtce Cost	Workpaper 7, L64		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
74	ECTA Oth Supp Cost	Workpaper 7, L65		$0.00	$0.00	$0.00				
75	ECTA SW Mtce	Workpaper 7, L66		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
76	ECTA HW Support	Workpaper 7, L67		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
77										
78	**CLEC TAFI RECURRING**									
79	BST Labor Hours:									
80	CLEC TAFI Sys Support	Workpaper 8, L87	HPB58	0.00	0.00			0.00	0.00	
81	Supp of Trbl Resolution Units	Workpaper 8, L88	NWPB58	0.00	0.00					
82										
83	Additive:									
84	CLEC TAFI Appl Mtce Cost	Workpaper 8, L92		$0.00	$0.00					
85	CLEC TAFI Oth Supp Cost	Workpaper 8, L93		$0.00	$0.00	$0.00				
86	CLEC TAFI SW Mtce	Workpaper 8, L94		$0.00	$0.00					
87	CLEC TAFI HW Support	Workpaper 8, L95		$0.00	$0.00					
88	CLEC TAFI HW Mtce	Workpaper 8, L96		$0.00	$0.00					
89										
90	**BILLING RECURRING**									
91	BST Labor Hours:									
92	Supp-Update Rate Database	Workpaper 9, L59	HRPB56	0.00	0.00	0.00				
93	Test Bill Verify Guides	Workpaper 9, L60	HRPB58	0.00	0.00					

1/9/1

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
ONGOING PROCESSING

Workpaper: 12
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
94	Prgm Mtce	Workpaper 9, L61	ITPB59	0.00	0.00	0.00	0.00			
95										
96	Additive:									
97	USOCs and Svc Ord Edits	Workpaper 9, L64		$0.00						
98	Billing Prgm Mtce	Workpaper 9, L65		$0.00	$0.00	$0.00	$0.00			
99										
100	**OTHER RECURRING**									
101	BST Labor Hours:									
102	Commission Coordination	Workpaper 10, L33	MKPB59	0.00	0.00					
103	ICS Operations Support	Workpaper 10, L34	MKPB58	0.00	0.00					
104										
105										
106	**SUMMARY**									
107										
108	**BST Labor Hours:**									
109	LENS Sys Support	L7	ITPB58	0.00	0.00	0.00				
110	LEO Sys Support	L18	ITPB58	0.00	0.00	0.00				
111	LESOG Sys Support	L28	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
112	BSOG Sys Support	L38	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
113	TAG Sys Support	L49	ITPB58	0.00	0.00	0.00			0.00	
114	EDI Sys Support	L60	ITPB58	0.00	0.00	0.00	0.00	0.00	0.00	0.00
115	Trbl M&R Sys Support	L70+L80	ITPB58	0.00	0.00			0.00	0.00	
116	Trbl Resolut Units Supp	L81	NWPB58	0.00	0.00					
117	Supp/Update Rate Database	L92	FRPB56	0.00	0.00	0.00				
118	Test/Bill Verify/Guides	L93	FRPB58	0.00	0.00					
119	Billing Prgm Mtce	L94	ITPB59	0.00	0.00	0.00	0.00			
120	Commission Coordination	L102	MKPB59	0.00	0.00					
121	ICS Operations Support	L103	MKPB58	0.00	0.00					
122										
123										
124	Recurring Additive:									
125	Application Mtce	L10+L21+L31+L41+L52+L63+L98		$0.00	$0.00					
126	Other Support Costs	L11+L22+L42+L53+L64+L97		$0.00						
127	Software Mtce	L12+L32+L43+L54			$0.00					
128	Hardware Op Supp	L13+L23+L33+L44+L55+L65		$0.00	$0.00					
129	Hardware Mtce	L14+L34+L45+L56		$0.00	$0.00					
130	Trbl M&R Appl Mtce	L73+L84		$0.00	$0.00					
131	Trbl M&R Oth Support	L74+L85		$0.00	$0.00	$0.00				
132	Trbl M&R Software Mtce	L75+L86		$0.00	$0.00					
133	Trbl M&R Hardware Op Supp	L76+L87		$0.00	$0.00					
134	Trbl M&R Hardware Mtce	L88		$0.00	$0.00					

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE
ONGOING PROCESSING

Workpaper: 12
State: Florida

Line	Description	Source	Payband	1996	1997	1998	1999	2000	2001	Total
135										
136	Mechanized Local Service Requests (LSR)	Input Sheet, L278					[redacted]			
137										
138	**PER LSR SUMMARY**									
139										
140	**BST Labor Hours Per LSR:**									
141	LENS Sys Support	L109/L136	ITPB58							0.0000257
142	LEO Sys Support	L110/L136	ITPB58							0.0000627
143	LESOG Sys Support	L111/L136	ITPB58							0.0000000
144	BSOG Sys Support	L112/L136	ITPB58							0.0000000
145	TAG Sys Support	L113/L136	ITPB58							0.0000523
146	EDI Sys Support	L114/L136	ITPB58							0.0000000
147	Trbl M&R Sys Support	L115/L136	ITPB58							0.0000137
148	Trbl Resolut Units Supp	L116/L136	NWPB58							0.0000296
149	Supp/Update Rate Database	L117/L136	FRPB56							0.0000145
150	Test/Bill Verify/Guides	L118/L136	FRPB58							0.0001169
151	Billing Prgm Mtce	L119/L136	ITPB59							0.0000364
152	Commission Coordination	L120/L136	MKPB59							0.0004006
153	ICS Operations Support	L121/L136	MKPB58							0.0025788
154										
155										
156	**Recurring Additive Per LSR:**									
157	Application Mtce	L125/L136								$0.9059652
158	Other Support Costs	L126/L136								$0.1200191
159	Software Mtce	L127/L136								$0.0089337
160	Hardware Op Supp	L128/L136								$0.1440487
161	Hardware Mtce	L129/L136								$0.0314157
162	Trbl M&R Appl Mtce	L130/L136								$0.0249672
163	Trbl M&R Oth Support	L131/L136								$0.0049078
164	Trbl M&R Software Mtce	L132/L136								$0.0004382
165	Trbl M&R Hardware Op Supp	L133/L136								$0.0127138
166	Trbl M&R Hardware Mtce	L134/L136								$0.0029920
167										
168	**Nonrecurring BST Labor Hrs Per LSR:**									
169	Manually Proc LSR Fallout	Workpaper 10, L37	2300							0.0280000

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OPERATIONAL SUPPORT SYSTEMS ELECTRONIC INTERFACE - ONGOING PROCESSING
INVESTMENT SUMMARY

Workpaper: 12A
State: Florida

Line	Description	Source	FRC	1996	1997	1998	1999	2000	2001	Total
5	**LENS INVESTMENT**									
6	Personal Computers	Workpaper 1, L128	630C		$0.00	$0.00	$0.00	$0.00	$0.00	
7	Oth Gen Purp Computers	Workpaper 1, L129	530C					$0.00	$0.00	
8										
9	**LEO INVESTMENT**									
10	Personal Computers	Workpaper 2, L117	630C		$0.00	$0.00	$0.00	$0.00	$0.00	
11	Oth Gen Purp Computers	Workpaper 2, L118	530C	$0.00	$0.00		$0.00	$0.00	$0.00	
12										
13	**LESOG INVESTMENT**									
14	Personal Computers	Workpaper 3, L136	630C		$0.00	$0.00	$0.00	$0.00	$0.00	
15	X Terminals	Workpaper 3, L137	530C		$0.00	$0.00	$0.00	$0.00	$0.00	
16	Other Gen Purpose Computers	Workpaper 3, L138	530C				$0.00	$0.00	$0.00	
17										
18	**BSOG INVESTMENT**									
19	Oth Gen Purp Computers	Workpaper 4, L90	530C	$0.00	$0.00					
20										
21	**TAG INVESTMENT**									
22	Oth Gen Purp Computers	Workpaper 5, L72	530C	$0.00	$0.00					
23										
24	**EDI INVESTMENT**									
25	Oth Gen Purp Computers	Workpaper 6, L99	530C	$0.00		$0.00	$0.00	$0.00	$0.00	
26										
27	**ECTA INVESTMENT**									
28	Oth Gen Purp Computers	Workpaper 7, L70	530C	$0.00	$0.00		$0.00	$0.00	$0.00	
29										
30	**CLEC TAFI INVESTMENT**									
31	Data Controllers Equipmnt	Workpaper 8, L99	630C		$0.00	$0.00	$0.00	$0.00	$0.00	
32	Other Gen Purp Computers	Workpaper 8, L100	530C			$0.00	$0.00	$0.00	$0.00	
33										
34	**INVESTMENT SUMMARY**									
35	530C Investment	L7+L11+L15+L16+L19+L22+L25+L28+L32	530C							
36	630C Investment	L6+L10+L14+L31	630C		$0.00	$0.00	$0.00	$0.00	$0.00	
37										
38	Number of Years of Annual Cost To Recover									
39	During the Study Period of '1999-'2001:	Input Sheet, L419		4.4	4.4	4.0	3.0	2.0	1.0	
40										
41	Calculated Investment To Recover Years of Annual Costs:									
42	530C Investment	L35*L39	530C							
43	630C Investment	L36*L39	630C		$0.00	$0.00	$0.00	$0.00	$0.00	
44										
45	Mechanized Local Service Requests (LSR)	Input Sheet, L278								
46										
47	Investment Per LSR									
48	530C Investment Per LSR	L42/L45	530C							$3.2901364
49	630C Investment Per LSR	L43/L45	630C							$0.0417237

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Andersen and EDS Charge Calculation

Attachment A

LN			(A) 02/98-07/98	(B) 08/98-12/98	(C) 1998	(D) 1999	(E) 2000	(F) 2001
5	Avg Monthly Charge Per FTP	Information Tech. (I.T.)						
6	Number of Months	Information Tech.						
7								
8	**Andersen Charges:**							
9	LENS:							
10	Program Dev Monthly FTPs	Information Tech.						
11	Program Dev	Col.A=I.T., Oth Col=L5*L6*L10						
12								
13	Application Mtce Monthly FTPs	Information Tech.						
14	Application Mtce Costs	Col.A=I.T., Oth Cols=L5*L6*L13						
15								
16	LEO:							
17	Program Dev Monthly FTPs	Information Tech.						
18	Program Dev	Col.A=I.T., Oth Col=L5*L6*L17						
19								
20	Application Mtce Monthly FTPs	Information Tech.						
21	Application Mtce Costs	Col.A=I.T., Oth Cols=L5*L6*L20						
22								
23	LESOG:							
24	Program Dev Monthly FTPs	Information Tech.						
25	Program Dev	Col.A=I.T., Oth Col=L5*L6*L24						
26								
27	Application Mtce Monthly FTPs	Information Tech.						
28	Application Mtce Costs	Col.A=I.T., Oth Cols=L5*L6*L27						
29								
30	BSOG:							
31	Program Dev Monthly FTPs	Information Tech.						
32	Program Dev	Col.A=I.T., Oth Col=L5*L6*L31						
33								
34	Application Mtce Monthly FTPs	Information Tech.						
35	Application Mtce Costs	Col.A=I.T., Oth Cols=L5*L6*L34						
36								

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LN			(A) 02/98-07/98	(B) 08/98-12/98	(C) 1998	(D) 1999	(E) 2000	(F) 2001
37	TAG:							
38	Program Dev Monthly FTPs	Information Tech.						
39	Program Dev	Col.A=I.T., Oth Col=L5*L6*L38						
40								
41	Application Mtce Monthly FTPs	Information Tech.		0.00				
42	Application Mtce Costs	L5*L6*L41	$0.00	$0.00	$0.00			
43								
44	EDI:							
45	Program Dev Monthly FTPs	Information Tech.						
46	Program Dev	Col.A=I.T., Oth Col=L5*L6*L45						
47								
48	Application Mtce Monthly FTPs	Information Tech.						
49	Application Mtce Costs	Col.A=I.T., Oth Cols=L5*L6*L48						
50								
51	CLEC TAFI:							
52	Program Dev Monthly FTPs	Information Tech.						
53	Program Dev	Col.A=I.T., Oth Col=L5*L6*L52						
54								
55	Application Mtce Monthly FTPs	Information Tech.						
56	Application Mtce Costs	Col.A=I.T., Oth Cols=L5*L6*L55						
57								
58	ECTA:							
59	Program Dev Monthly FTPs	Information Tech.						
60	Program Dev	Col.A=I.T., Oth Col=L5*L6*L59						
61								
62	Application Mtce Monthly FTPs	Information Tech.		0.00		0.00	0.00	0.00
63	Application Mtce Costs	L5*L6*L62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
64								
65	Billing:							
66	Billing Programming FTPs	Information Tech.						
67	Billing Program Dev Costs	L5*L6*L66						
68								
69	Billing Program Mtce FTPs	Information Tech.						
70	Billing Program Mtce Costs	L5*L6*L69	$0.00	$0.00	$0.00	$0.00		
71								

Andersen and EDS Charge Calculation

Attachment A

LN			(A) 02/98-07/98	(B) 08/98-12/98	(C) 1998	(D) 1999	(E) 2000	(F) 2001
72	**EDS Charge:**							
73	Hardware Operations Support							
74	Charge Per Service Unit	Information Tech.						
75								
76	LENS Annual Service Units	Information Tech.						
77	LEO Annual Service Units	Information Tech.						
78	LESOG Annual Service Units	Information Tech.						
79	BSOG Annual Service Units	Information Tech.						
80	TAG Annual Service Units	Information Tech.						
81	EDI Annual Service Units	Information Tech.						
82	CLEC TAFI Annual Svc Units	Information Tech.						
83	ECTA Annual Service Units	Information Tech.	0	0	0	0	0	0
84								
85	LENS Ann. HW Suppt Exp	L74*L76						
86	LEO Ann. HW Suppt Exp	L74*L77						
87	LESOG Ann. HW Suppt Exp	L74*L78						
88	BSOG Ann. HW Suppt Exp	L74*L79						
89	TAG Ann. HW Suppt Exp	L74*L80						
90	EDI Ann. HW Suppt Exp	L74*L81						
91	CLEC TAFI Ann. HW Suppt Exp	L74*L82						
92	ECTA Ann. HW Suppt Exp	L74*L83			$0.00	$0.00	$0.00	$0.00
93								
94	Hardware/Software Maintenance							
95	Number of Midrange Boxes:							
96	LENS	Information Tech.						
97	LESOG	Information Tech.						
98	BSOG	Information Tech.						
99	TAG	Information Tech.						
100	CLEC TAFI	Information Tech.						
101								
102	Number of Months							
103	Hardware Mtce Per Box	Information Tech.						
104	Software Mtce Per Box	Information Tech.						
105								

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Attachment A

LN			(A) 02/98-07/98	(B) 08/98-12/98	(C) 1998	(D) 1999	(E) 2000	(F) 2001
106	Annual Hardware Maintence:							
107	LENS	L96*L102*L103			[redacted]			
108	LESOG	L97*L102*L103						
109	BSOG	L98*L102*L103						
110	TAG	L99*L102*L103						
111	CLEC TAFI	L100*L102*L103						
112								
113	Annual Software Maintenance:							
114	LENS	L96*L102*L104			[redacted]			
115	LESOG	L97*L102*L104						
116	BSOG	L98*L102*L104						
117	TAG	L99*L102*L104						
118	CLEC TAFI	L100*L102*L104						

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BELLSOUTH TELECOMMUNICATIONS, INC.

FPSC DKT NO 981052-TP

STAFF'S FIRST EXPEDITED REQUEST FOR PRODUCTION OF DOCUMENTS

POD NO. 5

POD Item No. 5
Attachment No. 1
43 Pages

	SCALE=000			1998 - 2000 PROJECTED CALCULATION OF FORWARD LOOKING LAND AND BUILDING LOADING FACTORS						
DATA SOURCE:		ALABAMA	FLORIDA	GEORGIA	KENTUCKY	LOUISIANA	MISSISSIPPI	NORTH CAROLINA	TENNESSEE	BELLSOUTH
15. ACCOUNT 2111 - LAND	1998-2000 AVG	25,050	86,090	55,442	22,403	33,645	11,205	35,021	22,902	307,469
16. ACCOUNT 2121 - BUILDING	1998-2000 AVG	763,502	1,287,724	1,023,415	340,207	544,343	322,774	467,508	518,319	5,538,103
17. TOTAL LAND & BLDG.	LN 15 + LN 16	788,552	1,373,813	1,078,857	362,610	577,988	333,978	502,529	541,221	5,845,572
18. ACCT 2124 - GEN PUR COMP	1998-2000 AVG	288,603	199,107	246,526	22,581	35,619	95,734	165,798	141,962	1,223,222
19. ACCOUNT 2200 - COE	1998-2000 AVG	2,088,136	4,986,044	4,045,936	1,103,475	2,088,358	1,204,396	2,137,551	2,415,434	21,345,379
20. A/C2121, BUILDINGS ASSOC W/COE	LN 6A * LN 16	327,924	728,079	384,190	192,625	415,878	165,518	322,487	312,754	3,033,105
21. A/C2121, BUILDINGS ASSOC W/GPC	LN 7A * LN 16	78,717	131,219	120,763	6,328	3,048	62,683	17,765	74,275	498,177
CALCULATION OF FORWARD LOOKING L&B FACTORS:										
11. CENTRAL OFFICE - LAND	LN6A)*(LN15)/LN19	0.00515	0.00976	0.00514	0.01149	0.01231	0.00477	0.01130	0.00572	0.00784
12. CENTRAL OFFICE - BUILDING	LN 20 / LN 19	0.15704	0.14602	0.09496	0.17456	0.19914	0.13743	0.15087	0.12948	0.14210
13. GEN PUR COMPUTER - LAND	LN7A)*(LN15)/LN18	0.00895	0.04406	0.02654	0.01845	0.00529	0.02273	0.00803	0.02312	0.02295
14. GEN PUR COMPUTER - BUILDING	LN 21 / LN 18	0.27275	0.65904	0.48986	0.28023	0.08558	0.65476	0.10715	0.52320	0.40727

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REGULATED PLANT-IN-SERVICE MR INVESTMENT AS OF 12/31/97					
CSS EXTRACT FURNISHED 7/14/98 BY PAT MCCLELLAN (404/927-8116)					
					REGULATED
			CAP/	COST	INVESTMENT
STATE	ACCT	FRC	MTCE	POOL	BY FRC
AL	2111	20	C	1	11976400
AL	2112	40	C	1	36214463
AL	2112	40	C	3	144893
AL	2112	40	C	4	343306
AL	2112	40	C	5	9430
AL	2112	40	C	6	2782537
AL	2115	340	C	5	639322
AL	2116	540	C	1	36827064
AL	2116	540	C	2	2891695
AL	2121	10	C	1	14933747
AL	2121	10	C	2	151714849
AL	2121	10	C	3	17991221
AL	2121	10	C	4	33266690
AL	2121	10	C	5	65341491
AL	2121	10	C	6	26527379
AL	2121	10	C	7	7036625
AL	2121	10	C	8	36415177
AL	2121	110	C	1	277773
AL	2121	110	C	2	2821953
AL	2121	110	C	3	334643
AL	2121	110	C	4	618773
AL	2121	110	C	5	1215376
AL	2121	110	C	6	493419
AL	2121	110	C	7	130884
AL	2121	110	C	8	677336
AL	2122	30	C	1	215688
AL	2122	30	C	2	6042753
AL	2122	31	C	4	143636
AL	2122	130	C	2	149776
AL	2123	430	C	1	434978
AL	2123	430	C	2	10562652
AL	2123	658	C	3	11961111
AL	2123	668	C	3	329139
AL	2123	718	C	3	4139466
AL	2123	728	C	3	-42311
AL	2123	768	C	3	1964
AL	2124	530	C	2	216206499
AL	2124	530	C	3	1401
AL	2124	630	C	3	122157691
AL	2124	633	C	3	71668358
AL	2124	730	C	3	-196127
AL	2211	77	C	1	2333832

AL	2211	77	C	2	8440686
AL	2211	77	C	3	13430216
AL	2211	77	C	4	135318397
AL	2212	377	C	1	255623
AL	2212	377	C	2	25093350
AL	2212	377	C	3	543661
AL	2212	377	C	4	584286905
AL	2212	377	C	5	66569403
AL	2220	117	C	1	5369555
AL	2220	117	C	2	5156058
AL	2231	67	C	1	38648481
AL	2231	167	C	1	193443
AL	2232	57	C	1	51074721
AL	2232	157	C	1	12060265
AL	2232	257	C	1	266009101
AL	2232	257	C	3	123567895
AL	2232	357	C	1	91098218
AL	2232	357	C	4	268878195
AL	2232	457	C	1	208
AL	2311	318	C	1	130011
AL	2341	158	C	1	2714326
AL	2341	458	C	1	2088291
AL	2341	468	C	1	637109
AL	2362	378	C	1	1324345
AL	2362	558	C	1	9537823
AL	2362	828	C	1	183584
AL	2362	858	C	1	10592212
AL	2362	868	C	1	316
AL	2362	958	C	1	523826
AL	2411	1	C	1	121850849
AL	2421	12	C	1	30400487
AL	2421	22	C	1	436806379
AL	2421	248	C	1	270576
AL	2421	322	C	1	2769
AL	2421	812	C	3	519083
AL	2421	812	C	4	815529
AL	2421	822	C	3	8943157
AL	2421	822	C	4	14056226
AL	2422	5	C	1	190831671
AL	2422	85	C	3	18610150
AL	2422	85	C	4	29257577
AL	2423	45	C	1	733546388
AL	2423	445	C	1	278
AL	2423	548	C	1	190208
AL	2423	845	C	3	27165923
AL	2423	845	C	4	40130435
AL	2424	6	C	1	1428957
AL	2424	86	C	3	34435
AL	2424	86	C	4	53993

AL	2426	52	C	1	11874986
AL	2426	852	C	3	71217
AL	2441	4	C	1	138963460
AL	2681	450	C	4	1948
AL	2682	350	C	1	18807114
AL	2682	353	C	4	1475282
AL	2682	950	C	2	95701
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FL	2111	20	C	1	48070560
FL	2112	40	C	1	70988565
FL	2112	40	C	3	364384
FL	2112	40	C	4	606749
FL	2112	40	C	5	11038
FL	2112	40	C	6	2347598
FL	2114	240	C	1	2603
FL	2114	240	C	2	866
FL	2115	340	C	5	1578433
FL	2116	540	C	1	80094614
FL	2116	540	C	2	6206565
FL	2121	10	C	1	18114987
FL	2121	10	C	2	398254245
FL	2121	10	C	3	51153890
FL	2121	10	C	4	67226850
FL	2121	10	C	5	55133307
FL	2121	10	C	6	37046146
FL	2121	10	C	7	5667971
FL	2121	10	C	8	71812407
FL	2121	110	C	1	366734
FL	2121	110	C	2	8062561
FL	2121	110	C	3	1035598
FL	2121	110	C	4	1360991
FL	2121	110	C	5	1116160
FL	2121	110	C	6	749990
FL	2121	110	C	7	114747
FL	2121	110	C	8	1453825
FL	2122	30	C	1	288992
FL	2122	30	C	2	5275944
FL	2122	130	C	2	192429
FL	2123	430	C	1	318816
FL	2123	430	C	2	5111439
FL	2123	658	C	3	18050079
FL	2123	668	C	3	267271
FL	2123	718	C	3	6274043
FL	2123	728	C	3	336934
FL	2123	768	C	3	1474
FL	2123	778	C	3	#VALUE!
FL	2124	530	C	2	205441998
FL	2124	530	C	3	2836
FL	2124	630	C	3	123270469

FL	2124	633	C	3	56632105
FL	2124	730	C	3	-157403
FL	2211	77	C	1	5110106
FL	2211	77	C	2	5630733
FL	2211	77	C	3	32326050
FL	2211	77	C	4	331186364
FL	2212	377	C	1	468528
FL	2212	377	C	2	16016989
FL	2212	377	C	3	1085676
FL	2212	377	C	4	1300733968
FL	2212	377	C	5	140839684
FL	2212	377	C	6	-207132
FL	2220	117	C	1	17476565
FL	2220	117	C	2	22478910
FL	2231	67	C	1	599440
FL	2231	167	C	1	1517128
FL	2232	57	C	1	86865271
FL	2232	157	C	1	17200521
FL	2232	257	C	1	264532867
FL	2232	257	C	3	790995139
FL	2232	357	C	1	10961804
FL	2232	357	C	4	603875889
FL	2232	457	C	1	126
FL	2232	257	D257	1	1081534
FL	2232	257	D257	3	3232927
FL	2232	257	F257	1	106915217
FL	2232	257	F257	3	319843796
FL	2232	357	T357	1	4963360
FL	2232	357	T357	4	273861707
FL	2311	318	C	1	299434
FL	2311	418	C	1	3212
FL	2341	158	C	1	4939321
FL	2341	458	C	1	6058896
FL	2341	468	C	1	578247
FL	2362	378	C	1	5915637
FL	2362	558	C	1	32019192
FL	2362	828	C	1	375420
FL	2362	858	C	1	58429098
FL	2362	868	C	1	124312
FL	2362	928	C	1	32353
FL	2362	958	C	1	10877741
FL	2362	958	D958	1	108748
FL	2411	1	C	1	143544499
FL	2421	12	C	1	150726178
FL	2421	12	C	3	-4125
FL	2421	12	C	4	-1362
FL	2421	22	C	1	597481142
FL	2421	22	C	3	-719
FL	2421	22	C	4	-237

FL	2421	812	D12	3	111572
FL	2421	812	D12	4	337117
FL	2421	822	D22	3	48517
FL	2421	822	D22	4	146595
FL	2421	812	F12	3	1879871
FL	2421	812	F12	4	5680051
FL	2421	822	F22	3	6275145
FL	2421	822	F22	4	18960422
FL	2421	812	T12	3	179195
FL	2421	812	T12	4	541439
FL	2421	822	T22	3	837129
FL	2421	822	T22	4	2871336
FL	2421	248	C	1	328920
FL	2421	322	C	1	300
FL	2421	348	C	1	277
FL	2422	5	C	1	729438586
FL	2422	85	D5	3	149845
FL	2422	85	D5	4	508684
FL	2422	85	F5	3	45586876
FL	2422	85	F5	4	154955189
FL	2422	85	T5	3	7851763
FL	2422	85	T5	4	26654599
FL	2423	45	C	1	2435411765
FL	2423	45	C	3	-103
FL	2423	45	C	4	-32
FL	2423	845	D45	3	3777415
FL	2423	845	D45	4	12193869
FL	2423	845	F45	3	28957748
FL	2423	845	F45	4	93598051
FL	2423	845	T45	3	5137277
FL	2423	845	T45	4	16640848
FL	2423	445	C	1	8402
FL	2423	548	C	1	557030
FL	2424	6	C	1	6787987
FL	2424	86	F6	3	177942
FL	2424	86	F6	4	604066
FL	2424	86	T6	3	242869
FL	2424	86	T6	4	824474
FL	2426	52	C	1	43916904
FL	2426	852	D52	3	6186
FL	2426	852	F52	3	227219
FL	2426	852	T52	3	20254
FL	2441	4	C	1	723841116
FL	2681	50	C	1	1817904
FL	2681	250	C	3	73694
FL	2682	350	C	1	16020872
FL	2682	353	C	4	98595
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GA	2111	20	C	1	28872477

GA	2112	40	C	1	54192377
GA	2112	40	C	3	235048
GA	2112	40	C	4	481951
GA	2112	40	C	5	54928
GA	2112	40	C	6	2890794
GA	2115	340	C	5	886635
GA	2116	540	C	1	73667009
GA	2116	540	C	2	8918819
GA	2121	10	C	1	24851867
GA	2121	10	C	2	188883182
GA	2121	10	C	3	22942021
GA	2121	10	C	4	70195450
GA	2121	10	C	5	82180710
GA	2121	10	C	6	52574050
GA	2121	10	C	7	2191166
GA	2121	10	C	8	59383557
GA	2121	110	C	1	828235
GA	2121	110	C	2	6294888
GA	2121	110	C	3	764586
GA	2121	110	C	4	2339396
GA	2121	110	C	5	2738827
GA	2121	110	C	6	1752129
GA	2121	110	C	7	73025
GA	2121	110	C	8	1979069
GA	2122	30	C	1	527373
GA	2122	30	C	2	13419381
GA	2122	31	C	4	360759
GA	2122	130	C	2	268461
GA	2123	430	C	1	525380
GA	2123	430	C	2	13824640
GA	2123	658	C	3	17009756
GA	2123	668	C	3	501627
GA	2123	718	C	3	3780392
GA	2123	728	C	3	-43907
GA	2124	530	C	2	217466978
GA	2124	530	C	3	6169
GA	2124	630	C	3	169253568
GA	2124	633	C	3	79087229
GA	2124	730	C	3	-204179
GA	2211	77	C	1	5688911
GA	2211	77	C	2	15530074
GA	2211	77	C	3	25513251
GA	2211	77	C	4	287945916
GA	2212	377	C	1	432448
GA	2212	377	C	2	33555010
GA	2212	377	C	3	931422
GA	2212	377	C	4	1020833046
GA	2212	377	C	5	102773839
GA	2220	117	C	1	13094116

GA	2220	117	C	2	17618843
GA	2231	67	C	1	2546638
GA	2231	167	C	1	1932678
GA	2232	57	C	1	70678019
GA	2232	157	C	1	13899022
GA	2232	257	C	1	217203536
GA	2232	257	C	3	835918935
GA	2232	357	C	1	15894723
GA	2232	357	C	4	768423830
GA	2311	318	C	1	314638
GA	2311	418	C	1	9614
GA	2341	158	C	1	5946405
GA	2341	458	C	1	3374581
GA	2341	468	C	1	675080
GA	2362	378	C	1	4431561
GA	2362	558	C	1	20330817
GA	2362	828	C	1	325973
GA	2362	858	C	1	30476603
GA	2362	868	C	1	77065
GA	2362	928	C	1	1661
GA	2362	958	C	1	10398386
GA	2411	1	C	1	122867285
GA	2421	12	C	1	103107091
GA	2421	22	C	1	804932048
GA	2421	248	C	1	305221
GA	2421	312	C	1	73503
GA	2421	322	C	1	38285
GA	2421	812	C	3	982836
GA	2421	812	C	4	4654459
GA	2421	822	C	3	11205504
GA	2421	822	C	4	53142569
GA	2422	5	C	1	398786184
GA	2422	35	C	1	2440
GA	2422	85	C	3	25470090
GA	2422	85	C	4	120823300
GA	2423	45	C	1	1467730065
GA	2423	445	C	1	12230
GA	2423	548	C	1	450268
GA	2423	845	C	3	27121143
GA	2423	845	C	4	115993578
GA	2424	6	C	1	255085
GA	2424	86	C	3	22804
GA	2424	86	C	4	107341
GA	2426	52	C	1	35757968
GA	2426	352	C	1	5980
GA	2426	852	C	3	629016
GA	2441	4	C	1	412319969
GA	2681	50	C	1	834891
GA	2681	53	C	6	8023623

GA	2681	450	C	4	#VALUE!
GA	2681	850	C	4	582
GA	2682	350	C	1	16279854
GA	2682	353	C	4	918167
GA	2682	950	C	2	562463
GA	2690	960	C	1	1561814
KY	2111	20	C	1	10942963
KY	2112	40	C	1	24865559
KY	2112	40	C	3	127611
KY	2112	40	C	4	212710
KY	2112	40	C	5	7900
KY	2112	40	C	6	2014658
KY	2115	340	C	5	914851
KY	2116	540	C	1	19804133
KY	2116	540	C	2	196057
KY	2121	10	C	1	1092939
KY	2121	10	C	2	90693367
KY	2121	10	C	3	10191916
KY	2121	10	C	4	17273975
KY	2121	10	C	5	20361888
KY	2121	10	C	6	13003270
KY	2121	10	C	7	4570194
KY	2121	10	C	8	2980847
KY	2121	110	C	1	40563
KY	2121	110	C	2	3366006
KY	2121	110	C	3	378264
KY	2121	110	C	4	641109
KY	2121	110	C	5	755714
KY	2121	110	C	6	482605
KY	2121	110	C	7	169619
KY	2121	110	C	8	110632
KY	2122	30	C	1	82078
KY	2122	30	C	2	1028294
KY	2122	130	C	2	17937
KY	2123	430	C	1	177224
KY	2123	430	C	2	1135320
KY	2123	658	C	3	1933974
KY	2123	668	C	3	149464
KY	2123	718	C	3	1688388
KY	2123	728	C	3	224291
KY	2124	530	C	2	5186221
KY	2124	630	C	3	27920450
KY	2124	633	C	3	9002743
KY	2124	730	C	3	-47731
KY	2211	77	C	1	713261
KY	2211	77	C	2	2963204
KY	2211	77	C	3	5786127
KY	2211	77	C	4	48079343
KY	2212	377	C	1	164714

KY	2212	377	C	2	9322073
KY	2212	377	C	3	277095
KY	2212	377	C	4	327423213
KY	2212	377	C	5	44344944
KY	2220	117	C	1	1948153
KY	2220	117	C	2	1777640
KY	2231	67	C	1	25465721
KY	2231	167	C	1	30155
KY	2232	57	C	1	44151362
KY	2232	157	C	1	6044219
KY	2232	257	C	1	132423483
KY	2232	257	C	3	99215285
KY	2232	357	C	1	34638071
KY	2232	357	C	4	176591572
KY	2311	318	C	1	85483
KY	2311	418	C	1	-7354
KY	2341	158	C	1	2089127
KY	2341	458	C	1	1663532
KY	2341	468	C	1	649793
KY	2362	378	C	1	1600023
KY	2362	558	C	1	5421622
KY	2362	828	C	1	101051
KY	2362	858	C	1	6634597
KY	2362	958	C	1	346579
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KY	2421	12	C	1	17657036
KY	2421	22	C	1	362129527
KY	2421	248	C	1	119076
KY	2421	348	C	1	134
KY	2421	812	C	3	260933
KY	2421	812	C	4	691898
KY	2421	822	C	3	11580667
KY	2421	822	C	4	30707691
KY	2422	5	C	1	125443321
KY	2422	85	C	3	6885840
KY	2422	85	C	4	18258727
KY	2423	45	C	1	383101925
KY	2423	548	C	1	105068
KY	2423	845	C	3	5289034
KY	2423	845	C	4	13841555
KY	2424	6	C	1	160125
KY	2424	86	C	4	281
KY	2426	52	C	1	6576617
KY	2426	852	C	3	11603
KY	2441	4	C	1	111448692
KY	2681	450	C	4	212
KY	2681	850	C	4	328365
KY	2682	350	C	1	3070196
KY	2682	353	C	4	101318

LA	2111	20	C	1	15296343
LA	2112	40	C	1	41514474
LA	2112	40	C	3	237107
LA	2112	40	C	4	388059
LA	2112	40	C	6	5417918
LA	2115	340	C	5	1166219
LA	2116	540	C	1	36444551
LA	2116	540	C	2	3095233
LA	2121	10	C	1	3132192
LA	2121	10	C	2	182518294
LA	2121	10	C	3	21202147
LA	2121	10	C	4	8713747
LA	2121	10	C	5	8767653
LA	2121	10	C	6	5644349
LA	2121	10	C	7	7578457
LA	2121	10	C	8	1333544
LA	2121	110	C	1	81501
LA	2121	110	C	2	4749189
LA	2121	110	C	3	551687
LA	2121	110	C	4	226735
LA	2121	110	C	5	228137
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LA	2121	110	C	7	197194
LA	2121	110	C	8	34699
LA	2122	30	C	1	95457
LA	2122	30	C	2	1465189
LA	2122	130	C	2	4562
LA	2123	430	C	1	412274
LA	2123	430	C	2	3100787
LA	2123	658	C	3	2848955
LA	2123	668	C	3	84286
LA	2123	718	C	3	678221
LA	2123	728	C	3	300216
LA	2124	530	C	2	7747177
LA	2124	630	C	3	47282640
LA	2124	633	C	3	16052549
LA	2124	730	C	3	-117369
LA	2211	77	C	1	2753660
LA	2211	77	C	2	7234079
LA	2211	77	C	3	21224167
LA	2211	77	C	4	191791815
LA	2212	377	C	1	240997
LA	2212	377	C	2	18009963
LA	2212	377	C	3	327721
LA	2212	377	C	4	546998944
LA	2212	377	C	5	66544735
LA	2220	117	C	1	761173
LA	2220	117	C	2	7807819
LA	2231	67	C	1	16113617

LA	2231	167	C	1	227
LA	2232	57	C	1	59001620
LA	2232	157	C	1	10388662
LA	2232	257	C	1	266771243
LA	2232	257	C	3	96375025
LA	2232	357	C	1	53450404
LA	2232	357	C	4	399728474
LA	2311	318	C	1	22947
LA	2341	158	C	1	4256365
LA	2341	458	C	1	1642263
LA	2341	468	C	1	341521
LA	2362	378	C	1	2435297
LA	2362	558	C	1	11288444
LA	2362	828	C	1	215144
LA	2362	858	C	1	12381291
LA	2362	958	C	1	581342
LA	2411	1	C	1	94079246
LA	2421	12	C	1	41077833
LA	2421	22	C	1	411818532
LA	2421	248	C	1	158974
LA	2421	348	NC	3	2506
LA	2421	812	C	3	748400
LA	2421	812	C	4	1386897
LA	2421	822	C	3	16173889
LA	2421	822	C	4	29972617
LA	2422	5	C	1	298930860
LA	2422	85	C	3	16169919
LA	2422	85	C	4	29965260
LA	2423	45	C	1	1009056006
LA	2423	445	C	1	155
LA	2423	448	C	1	123
LA	2423	548	C	1	197048
LA	2423	845	C	3	13644267
LA	2423	845	C	4	23362153
LA	2424	6	C	1	6569791
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MS	2124	530	C	3	9218
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MS	2124	633	C	3	11344148
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MS	2341	158	C	1	4063626
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NC	2121	10	C	5	12319225
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NC	2121	110	C	8	158832
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NC	2122	30	C	2	2706667
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NC	2123	658	C	3	6378304
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NC	2124	633	C	3	18472300
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NC	2681	850	C	4	19548
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SC	2112	40	C	6	371139
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SC	2121	10	C	8	1451691
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SC	2121	110	C	2	889106
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SC	2423	845	C	4	71565654
SC	2424	6	C	1	142673
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SC	2426	52	C	1	9251852
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TN	2121	10	C	2	142535902
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TN	2212	377	C	1	176705
TN	2212	377	C	2	15780389
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TN	2220	117	C	1	6516689
TN	2220	117	C	2	12959739
TN	2231	67	C	1	2262647
TN	2231	167	C	1	41774
TN	2232	57	C	1	61093357
TN	2232	157	C	1	14917449
TN	2232	257	C	1	368862759
TN	2232	257	C	3	235094889
TN	2232	357	C	1	85652244
TN	2232	357	C	4	416814332
TN	2311	318	C	1	29808
TN	2341	158	C	1	5045200
TN	2341	458	C	1	2016524
TN	2341	468	C	1	426973
TN	2362	378	C	1	2452869
TN	2362	558	C	1	10430275
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TN	2362	858	C	1	11422900
TN	2362	868	C	1	15308

TN	2362	958	C	1	1717377
TN	2411	1	C	1	133364203
TN	2421	12	C	1	42906213
TN	2421	22	C	1	558194419
TN	2421	248	C	1	268754
TN	2421	812	C	3	863223
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TN	2421	822	C	3	21690638
TN	2421	822	C	4	44955002
TN	2422	5	C	1	226273966
TN	2422	85	C	3	19370606
TN	2422	85	C	4	40150199
TN	2423	45	C	1	793174985
TN	2423	548	C	1	208694
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TN	2423	845	C	4	28760987
TN	2424	6	C	1	1086933
TN	2424	86	C	3	39087
TN	2424	86	C	4	81036
TN	2426	52	C	1	19796067
TN	2426	852	C	3	130369
TN	2441	4	C	1	192554326
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TN	2681	53	C	6	5166352
TN	2681	450	C	4	2
TN	2682	350	C	1	6139019
TN	2682	353	C	4	19899
TN	2682	950	C	2	75488

REGULATED PLANT-IN-SERVICE MR INVESTMENT AS OF 12/31/96					
CSS EXTRACT FURNISHED 7/15/98 BY PAT MCCLELLAN (404/927-8116)					
					REGULATED
			CAP/	COST	INVESTMENT
STATE	ACCT	FRC	MTCE	POOL	BY FRC
AL	2111	20	C	1	13069906
AL	2112	40	C	1	36699608
AL	2112	40	C	3	287374
AL	2112	40	C	4	495308
AL	2112	40	C	5	219695
AL	2112	40	C	6	3151015
AL	2115	340	C	5	674050
AL	2115	341	C	6	4882
AL	2116	540	C	1	29887795
AL	2116	540	C	2	7515165
AL	2116	541	C	3	316235
AL	2121	10	C	1	6380941
AL	2121	10	C	2	141328352
AL	2121	10	C	3	18711050
AL	2121	10	C	4	59665092
AL	2121	10	C	5	77420082
AL	2121	10	C	6	57933342
AL	2121	10	C	7	5855584
AL	2121	10	C	8	37116784
AL	2121	110	C	1	103260
AL	2121	110	C	2	2287063
AL	2121	110	C	3	302794
AL	2121	110	C	4	965537
AL	2121	110	C	5	1252860
AL	2121	110	C	6	937513
AL	2121	110	C	7	94759
AL	2121	110	C	8	600647
AL	2122	30	C	1	226882
AL	2122	30	C	2	6232997
AL	2122	31	C	4	149394
AL	2122	130	C	2	178583
AL	2122	331	C	3	2062139
AL	2123	430	C	1	505227
AL	2123	430	C	2	12302190
AL	2123	658	C	3	8556170
AL	2123	718	C	3	3878024
AL	2123	731	C	4	1545359
AL	2123	768	C	3	1964
AL	2124	530	C	2	252381810
AL	2124	531	C	4	3163
AL	2124	630	C	3	117961919
AL	2124	633	C	3	67282052
AL	2211	77	C	1	2740193
AL	2211	77	C	2	9128447
AL	2211	77	C	3	14579019

AL	2211	77	C	4	146124138
AL	2211	577	C	3	23773
AL	2212	377	C	1	293161
AL	2212	377	C	2	27883560
AL	2212	377	C	3	604028
AL	2212	377	C	4	542658314
AL	2212	377	C	5	58872645
AL	2212	587	C	5	15662
AL	2215	537	C	1	1731
AL	2215	547	C	1	2703
AL	2220	117	C	1	6083886
AL	2220	117	C	2	5891103
AL	2231	67	C	1	41500126
AL	2231	167	C	1	189081
AL	2231	567	C	1	6408
AL	2232	57	C	1	51979936
AL	2232	157	C	1	11253961
AL	2232	257	C	1	240930785
AL	2232	257	C	3	112035405
AL	2232	357	C	1	82485055
AL	2232	357	C	4	243575740
AL	2232	557	C	1	44692
AL	2232	597	C	1	8869
AL	2311	318	C	1	139789
AL	2341	158	C	1	2714326
AL	2341	458	C	1	1748412
AL	2341	468	C	1	573091
AL	2351	198	C	1	18092075
AL	2351	298	C	1	213906
AL	2351	998	C	1	4995232
AL	2362	378	C	1	1312528
AL	2362	558	C	1	8799421
AL	2362	828	C	1	181002
AL	2362	858	C	1	10682807
AL	2362	868	C	1	316
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AL	2411	1	C	1	118423471
AL	2421	12	C	1	29054287
AL	2421	22	C	1	416696091
AL	2421	248	C	1	4156790
AL	2421	812	C	3	532025
AL	2421	812	C	4	598469
AL	2421	822	C	3	9823868
AL	2421	822	C	4	11053208
AL	2422	5	C	1	187644918
AL	2422	85	C	3	20667620
AL	2422	85	C	4	24402082
AL	2423	45	C	1	700015997
AL	2423	445	C	1	278
AL	2423	548	C	1	2195305
AL	2423	845	C	3	29779263

AL	2423	845	C	4	26162976
AL	2424	6	C	1	1480406
AL	2424	86	C	3	1903
AL	2424	86	C	4	85076
AL	2426	52	C	1	11845978
AL	2426	852	C	3	66990
AL	2441	4	C	1	135578538
AL	2681	250	C	3	592826
AL	2682	350	C	1	18758659
AL	2682	353	C	4	1466677
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FL	2112	40	C	4	673903
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FL	2114	240	C	1	2693
FL	2114	240	C	2	868
FL	2115	340	C	5	1610644
FL	2115	341	C	6	19284
FL	2116	540	C	1	81252942
FL	2116	540	C	2	12856950
FL	2116	541	C	3	441003
FL	2121	10	C	1	12498258
FL	2121	10	C	2	383475748
FL	2121	10	C	3	42997331
FL	2121	10	C	4	70568446
FL	2121	10	C	5	71534777
FL	2121	10	C	6	50432718
FL	2121	10	C	7	8373893
FL	2121	10	C	8	72635007
FL	2121	110	C	1	227618
FL	2121	110	C	2	6983853
FL	2121	110	C	3	783067
FL	2121	110	C	4	1285191
FL	2121	110	C	5	1302790
FL	2121	110	C	6	918480
FL	2121	110	C	7	152505
FL	2121	110	C	8	1322827
FL	2122	30	C	1	294710
FL	2122	30	C	2	5320418
FL	2122	130	C	2	192777
FL	2122	331	C	3	2143270
FL	2123	430	C	1	393405
FL	2123	430	C	2	6526353
FL	2123	658	C	3	9315991
FL	2123	718	C	3	7443870
FL	2123	731	C	4	3112395
FL	2123	768	C	3	1474

FL	2123	778	C	3	#VALUE!
FL	2124	530	C	2	194378025
FL	2124	531	C	4	34089
FL	2124	630	C	3	119427486
FL	2124	633	C	3	50140166
FL	2211	77	C	1	5855841
FL	2211	77	C	2	5578551
FL	2211	77	C	3	35022816
FL	2211	77	C	4	341355743
FL	2211	577	C	3	39475
FL	2212	377	C	1	525990
FL	2212	377	C	2	18489374
FL	2212	377	C	3	1874555
FL	2212	377	C	4	1201629070
FL	2212	377	C	5	137089524
FL	2212	377	C	6	-206834
FL	2212	587	C	5	19578
FL	2215	547	C	1	709
FL	2220	117	C	1	12093455
FL	2220	117	C	2	23326910
FL	2231	67	C	1	568844
FL	2231	167	C	1	1410949
FL	2231	527	C	1	1265
FL	2231	567	C	1	2577
FL	2232	57	C	1	89805281
FL	2232	157	C	1	17050829
FL	2232	257	C	1	240662936
FL	2232	257	C	3	723246753
FL	2232	357	C	1	9933198
FL	2232	357	C	4	549130152
FL	2232	557	C	1	124141
FL	2232	597	C	1	19830
FL	2232	257	D257	1	420479
FL	2232	257	D257	3	1263672
FL	2232	257	F257	1	96920493
FL	2232	257	F257	3	291272322
FL	2232	357	T357	1	4488029
FL	2232	357	T357	4	248108613
FL	2311	318	C	1	288766
FL	2341	158	C	1	4803107
FL	2341	458	C	1	4675594
FL	2341	468	C	1	446219
FL	2351	198	C	1	40363431
FL	2351	298	C	1	2103426
FL	2351	998	C	1	12602115
FL	2362	378	C	1	5912780
FL	2362	558	C	1	29582579
FL	2362	828	C	1	394714
FL	2362	858	C	1	58942305
FL	2362	868	C	1	9752
FL	2362	928	C	1	4966

FL	2362	958	C	1	10704209
FL	2362	958	D958	1	108748
FL	2411	1	C	1	141330481
FL	2421	12	C	1	144701533
FL	2421	22	C	1	573259151
FL	2421	812	D12	3	32441
FL	2421	812	D12	4	75661
FL	2421	822	D22	3	26366
FL	2421	822	D22	4	61493
FL	2421	812	F12	3	1926927
FL	2421	812	F12	4	4494367
FL	2421	822	F22	3	6968007
FL	2421	822	F22	4	16252304
FL	2421	812	T12	3	214914
FL	2421	812	T12	4	501280
FL	2421	822	T22	3	1037216
FL	2421	822	T22	4	2419151
FL	2421	248	C	1	6236886
FL	2421	348	C	1	277
FL	2422	5	C	1	723913384
FL	2422	85	D5	3	112680
FL	2422	85	D5	4	258618
FL	2422	85	F5	3	59008153
FL	2422	85	F5	4	135436274
FL	2422	85	T5	3	9281347
FL	2422	85	T5	4	21302779
FL	2423	45	C	1	2346256132
FL	2423	845	D45	3	1504553
FL	2423	845	D45	4	3649572
FL	2423	845	F45	3	33445221
FL	2423	845	F45	4	81133436
FL	2423	845	T45	3	6069985
FL	2423	845	T45	4	14724972
FL	2423	445	C	1	14690
FL	2423	448	C	1	2755
FL	2423	548	C	1	11105859
FL	2424	6	C	1	7157938
FL	2424	86	C	3	199615
FL	2424	86	C	4	572868
FL	2424	86	C	3	277176
FL	2424	86	C	4	795473
FL	2426	52	C	1	43102145
FL	2426	852	D52	3	1650
FL	2426	852	F52	3	173553
FL	2426	852	T52	3	20362
FL	2441	4	C	1	712585461
FL	2681	50	C	1	1836023
FL	2681	250	C	3	73828
FL	2682	350	C	1	15786680
FL	2682	353	C	4	99655
FL	2690	60	C	1	439

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GA	2112	40	C	3	159725
GA	2112	40	C	4	304404
GA	2112	40	C	5	505352
GA	2112	40	C	6	2976740
GA	2115	340	C	5	889839
GA	2115	341	C	6	12894
GA	2116	540	C	1	55166630
GA	2116	540	C	2	23525904
GA	2116	541	C	3	481313
GA	2121	10	C	1	10097974
GA	2121	10	C	2	185545704
GA	2121	10	C	3	23834339
GA	2121	10	C	4	71691564
GA	2121	10	C	5	90086480
GA	2121	10	C	6	66518158
GA	2121	10	C	7	2129232
GA	2121	10	C	8	35701151
GA	2121	110	C	1	330691
GA	2121	110	C	2	6076304
GA	2121	110	C	3	780534
GA	2121	110	C	4	2347776
GA	2121	110	C	5	2950178
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GA	2121	110	C	7	69729
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GA	2122	30	C	1	555804
GA	2122	30	C	2	13838334
GA	2122	31	C	4	364629
GA	2122	130	C	2	267703
GA	2122	331	C	3	2373626
GA	2123	430	C	1	575916
GA	2123	430	C	2	15406056
GA	2123	658	C	3	14025226
GA	2123	718	C	3	4458487
GA	2123	731	C	4	2395206
GA	2124	530	C	2	201690580
GA	2124	530	C	3	6150
GA	2124	531	C	4	40575
GA	2124	630	C	3	156230279
GA	2124	633	C	3	67559314
GA	2211	77	C	1	6135382
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GA	2211	77	C	3	29289883
GA	2211	77	C	4	313153470
GA	2211	577	C	3	34361
GA	2212	377	C	1	414080
GA	2212	377	C	2	32052434
GA	2212	377	C	3	1431792

GA	2212	377	C	4	930844565
GA	2212	377	C	5	94161991
GA	2212	587	C	5	22495
GA	2215	537	C	1	1571
GA	2215	547	C	1	2527
GA	2220	117	C	1	11491142
GA	2220	117	C	2	13693199
GA	2231	67	C	1	2676778
GA	2231	167	C	1	2068610
GA	2231	527	C	1	71
GA	2231	567	C	1	3747
GA	2232	57	C	1	72753722
GA	2232	157	C	1	12990574
GA	2232	257	C	1	194093851
GA	2232	257	C	3	746377029
GA	2232	357	C	1	14125177
GA	2232	357	C	4	682218553
GA	2232	557	C	1	117969
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GA	2311	318	C	1	309012
GA	2311	418	C	1	44
GA	2341	158	C	1	5272463
GA	2341	458	C	1	2855766
GA	2341	468	C	1	506917
GA	2351	198	C	1	32506765
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GA	2421	12	C	1	95928757
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GA	2421	348	C	1	7494
GA	2421	812	C	3	1516425
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GA	2422	5	C	1	397059573
GA	2422	35	C	1	1556
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GA	2423	45	C	1	1394404354
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GA	2424	6	C	1	262966
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GA	2426	52	C	1	35319563
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GA	2690	960	C	1	1561814
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KY	2112	40	C	3	198697
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KY	2116	541	C	3	102712
KY	2121	10	C	1	317441
KY	2121	10	C	2	87416845
KY	2121	10	C	3	9775241
KY	2121	10	C	4	17567451
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KY	2121	110	C	3	313094
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KY	2122	30	C	1	93560
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KY	2123	430	C	1	187005
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KY	2123	658	C	3	1531562
KY	2123	718	C	3	2041967
KY	2123	728	C	3	8181
KY	2123	731	C	4	695628
KY	2124	530	C	2	4704468
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KY	2232	57	C	1	43650704
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KY	2232	257	C	1	115626638
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KY	2232	457	C	1	-15327
KY	2232	557	C	1	52740
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KY	2311	318	C	1	79024
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KY	2351	988	C	1	186
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KY	2362	828	C	1	105485
KY	2362	858	C	1	6642185
KY	2362	958	C	1	346579
KY	2411	1	C	1	108048359

KY	2421	12	C	1	16835814
KY	2421	22	C	1	351306014
KY	2421	248	C	1	2089998
KY	2421	812	C	3	424435
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KY	2422	85	C	3	13671643
KY	2422	85	C	4	10364889
KY	2423	45	C	1	363284728
KY	2423	548	C	1	1365381
KY	2423	845	C	3	7642435
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KY	2424	6	C	1	160125
KY	2426	52	C	1	6598443
KY	2426	852	C	3	11603
KY	2441	4	C	1	109642875
KY	2681	850	C	4	331803
KY	2682	350	C	1	3074573
KY	2682	353	C	4	103142
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LA	2112	40	C	4	495486
LA	2112	40	C	5	277315
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LA	2122	30	C	1	109803
LA	2122	30	C	2	1516793
LA	2122	130	C	2	4603

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LA	2123	430	C	1	415832
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LA	2123	658	C	3	2834216
LA	2123	718	C	3	1104931
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LA	2123	731	C	4	1285441
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LA	2220	117	C	1	1332846
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LA	2231	67	C	1	17461926
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LA	2232	357	C	1	50406810
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LA	2341	458	C	1	932327
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LA	2351	198	C	1	19719648
LA	2351	298	C	1	150423
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LA	2362	828	C	1	218508
LA	2362	858	C	1	12497689
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LA	2424	6	C	1	6579415
LA	2424	86	C	3	373522
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LA	2426	52	C	1	25691275
LA	2426	852	C	3	256090
LA	2441	4	C	1	264913734
LA	2682	350	C	1	8158061
LA	2682	353	C	4	177204
MS	2111	20	C	1	5425894
MS	2112	40	C	1	26456034
MS	2112	40	C	3	175790
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MS	2112	40	C	5	128676
MS	2112	40	C	6	4044207
MS	2115	340	C	5	515470
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MS	2121	110	C	3	574139
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MS	2121	110	C	5	325033
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MS	2122	30	C	1	55567

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MS	2122	331	C	3	565578
MS	2123	430	C	1	347921
MS	2123	430	C	2	3164308
MS	2123	658	C	3	2360041
MS	2123	718	C	3	1268215
MS	2123	731	C	4	601897
MS	2123	768	C	3	2761
MS	2124	530	C	2	132342837
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MS	2124	630	C	3	41860172
MS	2124	633	C	3	10845822
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MS	2212	377	C	1	146542
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MS	2212	377	C	3	177546
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MS	2212	377	C	5	61666610
MS	2212	587	C	5	13778
MS	2215	537	C	1	3812
MS	2215	547	C	1	2716
MS	2220	117	C	1	6312371
MS	2220	117	C	2	3494100
MS	2231	67	C	1	28046
MS	2231	167	C	1	31443
MS	2231	527	C	1	140
MS	2231	567	C	1	7230
MS	2232	57	C	1	45764142
MS	2232	157	C	1	6294147
MS	2232	257	C	1	218843879
MS	2232	257	C	3	61981180
MS	2232	357	C	1	21993032
MS	2232	357	C	4	210317093
MS	2232	457	C	1	43596
MS	2232	557	C	1	73450
MS	2232	597	C	1	14163
MS	2311	318	C	1	299594
MS	2341	158	C	1	3989777
MS	2341	458	C	1	2247581
MS	2341	468	C	1	306487
MS	2351	198	C	1	13888328
MS	2351	298	C	1	446569
MS	2351	988	C	1	495
MS	2351	998	C	1	3033790
MS	2362	378	C	1	947751
MS	2362	558	C	1	3962572

MS	2362	828	C	1	112008
MS	2362	858	C	1	5569232
MS	2362	928	C	1	47
MS	2362	958	C	1	1014184
MS	2411	1	C	1	88690277
MS	2421	12	C	1	13339502
MS	2421	22	C	1	398852718
MS	2421	248	C	1	3426974
MS	2421	812	C	3	261033
MS	2421	812	C	4	206958
MS	2421	822	C	3	16149288
MS	2421	822	C	4	12803867
MS	2422	5	C	1	80640190
MS	2422	35	C	1	172
MS	2422	85	C	3	9173320
MS	2422	85	C	4	7242757
MS	2423	45	C	1	632435573
MS	2423	445	C	1	231
MS	2423	548	C	1	1907647
MS	2423	845	C	3	28781723
MS	2423	845	C	4	26825140
MS	2424	6	C	1	995297
MS	2424	86	C	3	343857
MS	2424	86	C	4	109773
MS	2426	52	C	1	7906344
MS	2426	852	C	3	49156
MS	2441	4	C	1	63939128
MS	2681	250	C	3	330492
MS	2682	350	C	1	3926888
MS	2682	353	C	4	350424
MS	2682	950	C	2	191476
MS	2690	960	C	1	11
NC	2111	20	C	1	15485623
NC	2112	40	C	1	21055259
NC	2112	40	C	3	67875
NC	2112	40	C	4	128647
NC	2112	40	C	5	132548
NC	2112	40	C	6	1953503
NC	2115	340	C	5	872291
NC	2115	341	C	6	9583
NC	2116	540	C	1	41934260
NC	2116	540	C	2	3808845
NC	2116	541	C	3	301998
NC	2121	10	C	1	3328128
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NC	2121	10	C	5	13677339
NC	2121	10	C	6	8639351
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NC	2121	110	C	7	59955
NC	2121	110	C	8	110364
NC	2122	30	C	1	381703
NC	2122	30	C	2	2745953
NC	2122	130	C	2	57871
NC	2122	331	C	3	650869
NC	2123	430	C	1	1182301
NC	2123	430	C	2	3575804
NC	2123	658	C	3	4018855
NC	2123	718	C	3	1743675
NC	2123	731	C	4	835857
NC	2124	530	C	2	190571674
NC	2124	531	C	4	34822
NC	2124	630	C	3	68845546
NC	2124	633	C	3	16746041
NC	2211	77	C	1	71
NC	2211	77	C	3	50962
NC	2211	77	C	4	297899
NC	2211	577	C	3	10784
NC	2212	377	C	1	615991
NC	2212	377	C	2	22921639
NC	2212	377	C	3	804469
NC	2212	377	C	4	716569349
NC	2212	377	C	5	71816087
NC	2212	587	C	5	14312
NC	2220	117	C	1	882750
NC	2220	117	C	2	19286063
NC	2231	67	C	1	1038263
NC	2231	167	C	1	1638914
NC	2231	527	C	1	152
NC	2231	567	C	1	680
NC	2232	57	C	1	43756586
NC	2232	157	C	1	8403102
NC	2232	257	C	1	183026843
NC	2232	257	C	3	303609485
NC	2232	357	C	1	19982683
NC	2232	357	C	4	375049113
NC	2232	557	C	1	57922
NC	2232	597	C	1	5007
NC	2311	318	C	1	283757
NC	2311	418	C	1	1188
NC	2341	158	C	1	2433290
NC	2341	458	C	1	2380347
NC	2341	468	C	1	202786
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NC	2351	988	C	1	389
NC	2351	998	C	1	2972164
NC	2362	378	C	1	2402001
NC	2362	558	C	1	7455176
NC	2362	828	C	1	194048
NC	2362	858	C	1	11340880
NC	2362	928	C	1	82
NC	2362	958	C	1	1316019
NC	2411	1	C	1	68064358
NC	2421	12	C	1	43361560
NC	2421	22	C	1	384551343
NC	2421	248	C	1	2766579
NC	2421	812	C	3	691907
NC	2421	812	C	4	1320610
NC	2421	822	C	3	9550225
NC	2421	822	C	4	18228046
NC	2422	5	C	1	199060219
NC	2422	35	C	1	821
NC	2422	85	C	3	24208594
NC	2422	85	C	4	45565452
NC	2423	45	C	1	1015474109
NC	2423	445	C	1	17529
NC	2423	548	C	1	4999858
NC	2423	845	C	3	34532842
NC	2423	845	C	4	69753136
NC	2424	6	C	1	350281
NC	2424	86	C	3	81816
NC	2424	86	C	4	183488
NC	2426	52	C	1	16045276
NC	2426	852	C	3	141527
NC	2441	4	C	1	179850150
NC	2681	450	C	4	51795
NC	2682	350	C	1	15399427
NC	2682	353	C	4	333601
NC	2682	950	C	2	256016
SC	2111	20	C	1	6830843
SC	2112	40	C	1	14353524
SC	2112	40	C	3	143772
SC	2112	40	C	4	307918
SC	2112	40	C	5	217147
SC	2112	40	C	6	593416
SC	2115	340	C	5	186245
SC	2115	341	C	6	1607
SC	2116	540	C	1	22208760
SC	2116	540	C	2	4019307
SC	2116	541	C	3	182995
SC	2121	10	C	1	120590
SC	2121	10	C	2	80980504
SC	2121	10	C	3	4588077
SC	2121	10	C	4	6242570

SC	2121	10	C	5	9860036
SC	2121	10	C	6	6091334
SC	2121	10	C	7	2929116
SC	2121	10	C	8	1194140
SC	2121	110	C	1	551
SC	2121	110	C	2	370020
SC	2121	110	C	3	20964
SC	2121	110	C	4	28524
SC	2121	110	C	5	45053
SC	2121	110	C	6	27833
SC	2121	110	C	7	13384
SC	2121	110	C	8	5456
SC	2122	30	C	1	114142
SC	2122	30	C	2	1270285
SC	2122	130	C	2	12968
SC	2122	331	C	3	542428
SC	2123	430	C	1	223166
SC	2123	430	C	2	2194793
SC	2123	658	C	3	1668890
SC	2123	718	C	3	1254984
SC	2123	731	C	4	633919
SC	2124	530	C	2	8841580
SC	2124	531	C	4	276
SC	2124	630	C	3	30730789
SC	2124	633	C	3	11012368
SC	2124	730	C	3	-1089281
SC	2211	77	C	1	225310
SC	2211	77	C	2	655103
SC	2211	77	C	3	1074802
SC	2211	77	C	4	9463014
SC	2211	577	C	3	7816
SC	2212	377	C	1	454354
SC	2212	377	C	2	14335914
SC	2212	377	C	3	677175
SC	2212	377	C	4	431275430
SC	2212	377	C	5	48196405
SC	2212	587	C	5	19837
SC	2215	547	C	1	195
SC	2220	117	C	1	866193
SC	2220	117	C	2	5732144
SC	2231	67	C	1	10341
SC	2231	167	C	1	310878
SC	2231	527	C	1	141
SC	2231	567	C	1	72
SC	2232	57	C	1	29718085
SC	2232	157	C	1	4048646
SC	2232	257	C	1	108737693
SC	2232	257	C	3	215489832
SC	2232	357	C	1	8426634
SC	2232	357	C	4	204175196
SC	2232	557	C	1	41927

SC	2232	597	C	1	4003
SC	2311	318	C	1	103314
SC	2341	158	C	1	2296123
SC	2341	458	C	1	1548358
SC	2341	468	C	1	153913
SC	2351	198	C	1	15202710
SC	2351	298	C	1	555563
SC	2351	988	C	1	2135
SC	2351	998	C	1	7455014
SC	2362	378	C	1	1916480
SC	2362	558	C	1	6945245
SC	2362	828	C	1	144774
SC	2362	858	C	1	9622708
SC	2362	928	C	1	48
SC	2362	958	C	1	3812027
SC	2411	1	C	1	28757010
SC	2421	12	C	1	25414583
SC	2421	22	C	1	133959549
SC	2421	248	C	1	798168
SC	2421	812	C	3	365664
SC	2421	812	C	4	656231
SC	2421	822	C	3	710320
SC	2421	822	C	4	1274629
SC	2422	5	C	1	130900969
SC	2422	85	C	3	12226942
SC	2422	85	C	4	31740949
SC	2423	45	C	1	851261991
SC	2423	445	C	1	501
SC	2423	548	C	1	3191816
SC	2423	845	C	3	22890590
SC	2423	845	C	4	61039162
SC	2424	6	C	1	142673
SC	2424	86	C	3	51031
SC	2424	86	C	4	459353
SC	2426	52	C	1	11353662
SC	2426	852	C	3	34475
SC	2441	4	C	1	121002231
SC	2681	50	C	1	175043
SC	2682	350	C	1	3756975
SC	2682	353	C	4	490913
TN	2111	20	C	1	10889454
TN	2112	40	C	1	48100497
TN	2112	40	C	3	317479
TN	2112	40	C	4	553094
TN	2112	40	C	5	239476
TN	2112	40	C	6	3690885
TN	2115	340	C	5	967790
TN	2115	341	C	6	9589
TN	2116	540	C	1	21555968
TN	2116	540	C	2	9365294
TN	2116	541	C	3	186028

TN	2121	10	C	1	128121
TN	2121	10	C	2	117767980
TN	2121	10	C	3	15725870
TN	2121	10	C	4	13913099
TN	2121	10	C	5	19324426
TN	2121	10	C	6	13580726
TN	2121	10	C	7	4490183
TN	2121	10	C	8	35786510
TN	2121	110	C	1	3644
TN	2121	110	C	2	3349941
TN	2121	110	C	3	447327
TN	2121	110	C	4	395762
TN	2121	110	C	5	549688
TN	2121	110	C	6	386307
TN	2121	110	C	7	127724
TN	2121	110	C	8	1017957
TN	2122	30	C	1	342964
TN	2122	30	C	2	2729160
TN	2122	130	C	2	47452
TN	2122	331	C	3	1185800
TN	2123	430	C	1	461877
TN	2123	430	C	2	4076228
TN	2123	658	C	3	4919244
TN	2123	718	C	3	1255130
TN	2123	731	C	4	1050776
TN	2123	768	C	3	1042
TN	2124	530	C	2	151401812
TN	2124	531	C	4	26212
TN	2124	630	C	3	72919028
TN	2124	633	C	3	17387624
TN	2211	77	C	1	941979
TN	2211	77	C	2	3410852
TN	2211	77	C	3	4369112
TN	2211	77	C	4	57269488
TN	2211	577	C	3	35806
TN	2212	377	C	1	138399
TN	2212	377	C	2	20305751
TN	2212	377	C	3	613185
TN	2212	377	C	4	672619325
TN	2212	377	C	5	80791817
TN	2212	587	C	5	13653
TN	2215	537	C	1	2421
TN	2215	547	C	1	1934
TN	2220	117	C	1	12581863
TN	2220	117	C	2	8398935
TN	2231	67	C	1	2264439
TN	2231	167	C	1	228579
TN	2231	527	C	1	786
TN	2231	567	C	1	2808
TN	2232	57	C	1	62730624
TN	2232	157	C	1	14173856

TN	2232	257	C	1	329223728
TN	2232	257	C	3	209805229
TN	2232	357	C	1	77442151
TN	2232	357	C	4	376908348
TN	2232	557	C	1	52370
TN	2232	597	C	1	14843
TN	2311	318	C	1	30691
TN	2341	158	C	1	4881060
TN	2341	458	C	1	1886828
TN	2341	468	C	1	306766
TN	2351	198	C	1	21132086
TN	2351	298	C	1	232223
TN	2351	988	C	1	3133
TN	2351	998	C	1	5144989
TN	2362	378	C	1	2325679
TN	2362	558	C	1	9238247
TN	2362	828	C	1	196890
TN	2362	858	C	1	11488370
TN	2362	868	C	1	15308
TN	2362	958	C	1	1717377
TN	2411	1	C	1	128451052
TN	2421	12	C	1	40908792
TN	2421	22	C	1	528474823
TN	2421	248	C	1	5571292
TN	2421	812	C	3	1086386
TN	2421	812	C	4	1223304
TN	2421	822	C	3	28807077
TN	2421	822	C	4	32440819
TN	2422	5	C	1	226568771
TN	2422	85	C	3	25415178
TN	2422	85	C	4	31684864
TN	2423	45	C	1	754701380
TN	2423	548	C	1	3917671
TN	2423	845	C	3	16827093
TN	2423	845	C	4	21126608
TN	2424	6	C	1	1086933
TN	2424	86	C	3	53515
TN	2424	86	C	4	66409
TN	2426	52	C	1	19908964
TN	2426	852	C	3	97084
TN	2441	4	C	1	188802787
TN	2681	50	C	1	1376715
TN	2681	53	C	6	5229138
TN	2681	450	C	4	51472
TN	2682	350	C	1	4926142
TN	2682	353	C	4	20141
TN	2682	950	C	2	75990

BELLSOUTH TELECOMMUNICATIONS INVESTMENT DATA - NET ADDITIONS
NET ADDTIONS (Gross Cap - Retirements)
1998

SCALE = 000	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
TOTAL GENERAL SUP	75,117	20,590	116,212	2,868	10,331	-11,931	32,621	6,319	16,047	268,174
LAND	150	450	500	30	50	30	200	30	50	1,490
BUILDINGS	3,650	16,350	25,350	1,850	5,500	-715	5,850	2,544	6,141	66,520
MOTOR VEHICLES	2,700	15,850	12,150	1,466	4,180	3,070	7,025	3,680	3,850	54,950
GARAGE WORK EQP	-80	40	-30	-75	-36	-30	-96	40	70	-195
OTHER WORK EQPT	2,350	3,036	3,650	-275	66	35	1,556	1,220	525	12,160
FURNITURE	-620	-730	-600	-205	-286	-106	-566	-245	-525	-4,070
OFFICE SUPPORT E	-136	-256	2,306	-115	-156	-200	-60	-160	-236	990
VOICE COMMUNICA	-460	-1,860	1,125	-625	-980	-466	-490	-606	-706	-5,045
GENERAL PURPOSE	57,636	-15,336	-3,510	1,267	-68	-12,341	16,475	1,294	5,934	51,371
DATA COMMUNICAT	9,917	2,036	75,472	-469	2,059	-1,210	2,716	-1,459	942	90,003
TOTAL CENTRAL OFC	109,934	74,564	160,680	1,422	33,923	23,303	66,182	22,132	50,091	542,251
ANALOG ELECTRO	300	-61,100	-6,400	-25,600	-1,150	-500	100	-3,500	-2,600	-100,850
DIGITAL ELECTRO	73,700	101,666	130,400	27,501	32,700	19,020	50,000	21,600	34,600	491,176
OPERATOR SERVI	664	276	-600	172	596	563	782	0	477	3,069
RADIO	-342	824	-463	-191	-762	0	338	-2	-19	-618
DIGITAL DATA SYS	-311	-1,460	800	-449	413	-430	-291	56	-320	-1,991
CIRCUIT OTHER	36,903	34,390	36,843	189	2,126	4,630	15,253	3,978	17,963	151,266
TOTAL INFO.ORIG./TE	525	4,300	1,825	840	940	2,170	720	1,030	1,545	13,896
PUBLIC TELEPHONE	0	0	0	0	0	0	0	0	0	0
STATION APPARAT	0	0	0	6	0	0	36	0	0	44
LARGE PBX	47	688	91	227	186	434	194	124	232	2,225
OTHER TERMINAL	478	3,612	1,734	606	752	1,736	490	906	1,313	11,626
TOTAL OUTSIDE NET	106,400	320,260	371,872	58,800	73,411	66,700	130,596	67,700	153,600	1,350,338
DIGITAL LOOP ELEC	37,300	122,700	66,200	20,300	27,700	12,000	37,600	17,200	63,400	406,400
CABLE & WIRE	68,100	197,560	303,672	38,500	45,711	56,700	92,996	50,500	90,200	943,938
METALLIC - AERIA	17,409	27,396	76,902	11,589	10,982	15,340	16,396	5,349	28,666	210,032
NON-METALLIC -	1,736	7,619	31,243	2,271	3,341	1,517	1,981	480	8,585	58,773
METALLIC - UNDE	3,616	7,149	4,564	1,362	351	906	4,542	1,014	2,602	26,305
NON-METALLIC -	1,434	16,279	34,341	1,414	1,206	646	4,976	1,197	4,017	65,509
METALLIC - BURIE	31,142	94,100	111,311	16,073	22,891	35,292	48,922	36,160	32,142	428,052
NON-METALLIC -	8,431	21,662	27,267	815	3,222	1,637	9,142	5,123	4,098	79,418
METALLIC - SUBM	0	-378	-16	0	-72	-1	-4	-20	0	-491
NON-METALLIC -	0	0	0	0	0	0	0	0	0	0
METALLIC - INTRA	634	-288	1,919	-24	156	-37	844	-1,722	-410	1,090
NON-METALLIC -	0	0	-28	0	-2	0	0	0	0	-31
POLES	3,204	3,664	3,730	2,344	1,796	898	-796	363	4,836	20,030
CONDUIT	2,296	20,346	12,420	2,668	1,841	502	6,989	2,537	5,665	55,252
TOTAL NET ADDITION	280,976	419,734	660,569	63,930	116,606	82,242	230,116	97,161	221,283	2,174,658

BELLSOUTH TELECOMMUNICATIONS
NET ADDTIONS (Gross Cap - Retirements)
1998

INVESTMENT DATA - NET ADDITIONS

SCALE = 000	AL	FL	GA	KY	LA	MS	NC	SC	TN	BST
TOTAL GENERAL SUPPORT ASSETS	102,803	45,631	153,397	5,307	13,718	-1,752	41,015	-1,255	28,477	387,141
LAND	150	950	500	30	50	30	200	30	50	1,989
BUILDINGS	7,050	22,480	27,962	2,911	7,470	720	8,758	-5,894	12,472	83,919
MOTOR VEHICLES	3,050	16,900	12,250	1,785	4,325	3,185	7,180	3,725	3,975	56,375
GARAGE WORK EQPT	-70	44	-25	-70	-20	-25	-90	45	75	-136
OTHER WORK EQPT	2,645	3,755	4,300	-50	540	150	2,070	1,420	750	15,580
FURNITURE	-610	-728	1,499	-200	-280	-100	-550	-245	-520	-1,735
OFFICE SUPPORT EQUIPMENT	0	-245	2,379	-110	-145	-195	-55	-160	-230	1,239
VOICE COMMUNICATIONS	-350	-1,700	1,300	-615	-850	-395	-385	-585	-675	-4,255
GENERAL PURPOSE COMPUTERS	78,976	677	12,933	1,462	39	-4,474	20,427	1,597	10,916	122,553
DATA COMMUNICATIONS	11,782	3,499	90,310	164	2,569	-648	3,460	-1,186	1,864	111,612
TOTAL CENTRAL OFC ASSETS MINUS DLE	120,888	94,200	156,966	16,029	48,146	30,405	76,304	50,561	73,586	667,085
ANALOG ELECTRONIC SWITCHING	900	-42,546	-13,210	-19,415	466	-90	100	-790	-325	-74,910
DIGITAL ELECTRONIC SWITCHING	80,300	103,766	125,475	33,040	40,725	22,709	57,520	43,730	50,340	557,604
OPERATOR SERVICES	788	1,381	-800	175	1,538	2,786	384	500	231	6,984
RADIO	-311	625	-304	-149	-3,109	0	368	-2	-18	-2,900
DIGITAL DATA SYSTEMS	-93	-3,897	-560	-1,995	216	-368	-231	120	-144	-6,953
CIRCUIT OTHER	39,304	34,872	46,364	4,373	8,311	5,368	18,183	7,003	23,502	187,260
TOTAL INFO.ORIG./TERMINATION	750	5,050	2,450	1,055	1,175	2,285	1,015	13,305	1,865	28,950
PUBLIC TELEPHONE	0	0	0	0	0	0	0	0	0	0
STATION APPARATUS	0	0	0	11	0	0	51	0	0	61
LARGE PBX	68	808	123	285	236	457	274	1,597	280	4,125
OTHER TERMINAL EQUIPMENT	683	4,242	2,328	760	940	1,828	690	11,708	1,585	24,763
TOTAL OUTSIDE NETWORK	109,700	329,300	377,050	60,100	75,600	68,400	133,500	65,100	155,800	1,374,550
DIGITAL LOOP ELECTRONICS (DLE)	39,100	128,700	70,000	22,700	32,500	13,100	38,200	16,800	63,000	424,700
CABLE & WIRE	70,600	200,600	307,050	37,400	43,100	55,300	95,300	48,300	92,800	950,450
METALLIC - AERIAL CABLE	17,558	27,686	76,661	11,473	10,363	14,420	15,889	5,348	28,886	208,306
NON-METALLIC - AERIAL CABLE	2,004	7,722	31,822	1,569	3,038	1,595	2,079	312	9,113	59,255
METALLIC - UNDERGROUND CABLE	3,880	7,272	4,741	1,274	-128	844	4,509	974	2,632	25,997
NON-METALLIC - UNDERGROUND CABLE	1,888	16,902	34,998	1,011	827	876	5,179	669	4,303	66,453
METALLIC - BURIED CABLE	31,711	94,620	111,686	18,079	22,114	34,582	48,461	36,587	32,392	428,233
NON-METALLIC - BURIED CABLE	7,207	21,932	27,779	620	2,963	1,729	9,541	3,419	4,384	79,574
METALLIC - SUBMARINE CABLE	0	-367	-16	0	-10	-1	-4	-22	0	-420
NON-METALLIC - SUBMARINE CABLE	0	-57	-67	0	0	0	0	0	0	-123
METALLIC - INTRABUILDING NETWORK CABLE	650	-213	1,928	-27	104	-45	846	-1,887	-410	947
NON-METALLIC - INTRABUILDING NETWORK C	0	0	-30	0	-3	0	0	0	0	-33
POLES	3,330	4,173	4,310	2,566	1,866	979	340	363	5,375	23,356
CONDUIT	2,370	20,927	13,240	2,812	1,914	521	8,460	2,537	6,125	58,906
TOTAL NET ADDITIONS	333,941	474,182	689,863	82,491	138,639	99,336	251,834	127,711	259,728	2,457,727

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: DAONNE CALDWELL

PARTY: BELLSOUTH

DESCRIPTION:

CONFIDENTIAL

1. BST'S OSS COST STUDY TELRIC CALCULATOR - DISKETTE

PROFFERING PARTY: STAFF

I.D. # DDC-5

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 20
COMPANY/ WITNESS: Caldwell
DATE: 1-22-99

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 21
COMPANY/ WITNESS: Arrington
DATE: 2-9-99

BellSouth's Proposed Language

U. BellSouth has developed electronic interfaces for placing most resale orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. The rates set forth in Exhibit A shall be applied to Reseller for the use of BellSouth developed electronic interfaces when ordering Resale telecommunication services. Such rates are interim and are subject to true-up based upon receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority. Final rates for Operational Support Services have been established in Georgia, Kentucky and Louisiana and are set forth in Exhibit A attached hereto.

Exhibit A

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
			Electronic	Manual
	Non-Recurring Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA*	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
KENTUCKY	$100.00	$50.00	$10.89	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI*	$100.00	$50.00	$10.80	$22.00
NORTHCAROLINA*	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA*	$100.00	$50.00	$10.80	$22.00
TENNESSEE*	$100.00	$50.00	$10.80	$22.00

*Rates for Operational Support Systems stated above are interim and are subject to true-up based receipt of a final, non-appealable order by each state's Public Service Commission or Regulatory Authority.

In addition to OSS charges, applicable service order and related charges apply per the tariff.

[1] The Charge per 1,000 LSRs applies on a per CLEC basis.

[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge for Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

Exhibit SMA-4

BELLSOUTH

BellSouth Interconnection Services
34P70 BellSouth Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

July 10, 1998

Andrea Welch
Vice President - Administration
Telephone Company of Central Florida, Inc.
3575 W. Lake Mary Blvd., Suite 210
Lake Mary, Florida 32746

Dear Andrea:

Attached is a current draft agreement reflecting the negotiations thus far on the TCCF/BellSouth resale agreement. Please note that there are currently two open issues that the parties have not been able to agree upon, the provision of CENTREX service and electronic interfaces. I have included some proposed language regarding the OSS rates and charges. After reviewing this language, if it is acceptable, we may be able to resolve the electronic interface issue.

I have researched the customer service record information issue. In TCCF's mark up of the standard resale agreement, TCCF proposed to include language stating that CSRs would be sent via fax or U.S. mail until such time as machine-to-machine interfaces were available. BellSouth currently offers a machine-to-machine interface via LENS for ordering and provisioning of CSR information. Therefore, BellSouth does not believe that this language is necessary. If TCCF would be interested in learning more about this interface, please let me know. Furthermore, the electronic transmission of the CSR information is BellSouth's preferred method of delivery.

During one of our conference calls, TCCF requested information as to the types of restrictions implied by Section IV.E of the standard resale agreement. This section basically prohibits TCCF from using the BellSouth name in any respect in the advertising, sales and marketing of its business. There is no set list of restrictions to which this provision applies, but will be reviewed by BellSouth on a case-by-case basis.

Please review the enclosed draft and give me a call to discuss the proposed language. I can be reached at (404) 927-7513.

Sincerely,

Susan M. Arrington
Manager - Interconnection Services

Enclosure

cc: Jerry Hendrix

MESSAGE CONFIRMATION

08/18/97 14:15
ID=BELLSOUTH COMPLEX SERVICE CTR 58

NO.	MODE	BOX	GROUP
291	TX		

DATE/TIME	TIME	DISTANT STATION ID	PAGES	RESULT	ERROR PAGES	S.CODE
08/18 14:13	01'41"	407 321 1454	005/005	OK		0000

MBC-1
1 of 8

BellSouth Interconnection
Complex Service Center
3535 Colonnade Parkway
Birmingham, AL 35243
Office 205-977-1724
Fax 205-977-1171

BELLSOUTH

Fax

To:	Norman Fipper & Ken Koller	From:	Judy Woods
Fax:	407 321-1484	Pages:	5
Phone:	407 [illegible] X113	Date:	August 18, 1997
POR:		Ref:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

• Comments: Please review & advise action to be taken. Any item that may not be clear please call me & I will explain.

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 22
COMPANY/ WITNESS: Kathey
DATE: 2-9-99

ND.964 P002/011

BellSouth Interconnection
Complex Service Center
3535 Colonnade Parkway
Birmingham, AL 35243
Office 205-977-1724
Fax 205-977-1171

BELLSOUTH

MBC-1
2 of 8

Fax

To:	Norman Ripper & Ken Koller	From:	Judy Woods
Fax:	407 321-1454	Pages:	5
Phone:	407 328-6602 X113	Date:	August 18, 1997
POs#:		CCs:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply

• Comments: Please review & advise action to be taken . Any item that may not be clear please call me & I will explain.

mbc-1
3 of 8

CLARIFICATION FORM

Date: August 15, 1997	**Page 1 of 5**
OLEC: TCCF	**PON:**
Issued by: Judy Hooks	**Tel #: 205-977-1124**

REASONS FOR CLARIFICATION REQUEST:

1. Walker Insurance - 407 849-1988 SLA 33 1A DF
849-1972 Back up line not Tariffed for ESSX
A3.38 ESST.

2. Darlene Speer 407 422-8358 - SLA 14 1A
Remote activation to Call forward not tariffed
for ESSX A13.9.3 + B

3. Milton Clement - 407 422-3811 - SLA 11
Remote activation to call forward not tariffed
in ESSX. 1A B

4. Forklift of Central FL - 407 294-1300 - SLA 8
remote activation to Call forward not tariffed
in Essx - 5E

5. Sunbelt Scaffolding - 407 299-2585 - SLA 37
Remote activation to Call forward not tariffed
in Essx 5E.

6. Gary + Jesse Ryan - 407 843-591 SLA 29
Caller ID Outside not tariffed in Essx.
A13.19.3 + A-12.28 Essx tariff. 1A
B

Spoke with: **CBR#:**

Date: **Time:**

CLARIFICATION FORM

mbc-1
488

Date: August 15, 1997 Page 1 of 5
OLEC: TCCF PON:
Issued by: Judy Thomas Tel #: 205-977-1724

REASONS FOR CLARIFICATION REQUEST:

7. Bethspaida Pagan 407 297-0022 SLA 24 - 5E4e
Caller ID Deluxe not tariffed in Essx
A112.28

8. Jeff Bolden - 407 298-2197 SLA 33 5E4e
Caller ID Deluxe not tariffed in Essx.
A112.28

9. Kimberly Moffat - 407 298-6848 SLA 35 5E4e
Caller ID Deluxe not Tariffed in Essx.
A112.28

10. Lori Lewis - 407 290-5159 SLA 42 5E4e
Caller ID Deluxe not tariffed in Essx.
A112.28

11. Expert Business Decisions - 407 297-0962 SLA 9 5E4
Cpe Line dest and ring Central Florida Call
Forward with audio Calling Name + Caller ID
Not tariffed. A112.28

12. Telecommunications Service Inc - 407 426-0274 IA
Mileage 40.48 Not tariffed for more than 5 miles

Spoke with: CBR#:
Date: Time:

MBC

563

CLARIFICATION FORM

Date: August 15, 1997	**Page 3 of 5**
OLEC: TCG	**PON:**
Issued by: Judy Hooks	**Tel #: 205-977-7724**

REASONS FOR CLARIFICATION REQUEST:

12. Lynn Conklin - 407 841-4221 SLA 21 IA to Mileage 5.8a Not Tariffed for more than 6 Miles.

13. John McCormick. 407 293-3852 SLA 20 5E of Mileage 5.19 Not Tariffed over 5 miles.

14. Sherrie Rich - 407 290-6962 SLA 3-5E of Mileage 5.42

15. Bruce Ballst - 407 578-4205 SLA 41-5E of Mileage 6.13

16. Classena Estates - 407 295-4050 SLA 27-5E of Disconnected 11-22-96.

17. Thomas Hallman - 407 843-8558 SLA 28-1A of Disconnected DYR 20081. 1-15-97.

18. Stine Industries - 407 290-8329 SLA 4 5E of Already on SLA 2 on 290-3486

20. Crystal Comm - 407 896-1600 SLA-5 5E to Work # for Crystal Comm. Belongs to another end user with Bellsouth

Spoke with:	**CBR#:**
Date:	**Time:**

1
6 of 6

CLARIFICATION FORM

Date: August 15, 1997 **Page** 4 of 5
OLEC: TCG **PON:**
Issued by: Judy Woods **Tel #:** 205-977-1724

REASONS FOR CLARIFICATION REQUEST:

20. Demetrice Bailey - 407 292-8527 SLA 19 5E
Need LSR Bell account

21 Factory Mutual - 407 292-7618 SLA 18 5E ofc
Money Cust.

23 All Prof. Services Sup - 407 295-4540 SLA 11 5E
Need LSR. Bell account

24 John Contagese - 407 345-8070 SLA 30 5E
Need LSR Bell account

25. Brad Imagna - 407 951-2273 SLA 6 5E
Need LSR. Bell account

26 Dr Thomas Smith - 407 295-6983 SLA 26 5E
Need LSR Bell account

28 Teresa Pitt - 407 293-6330 SLA 23 5E
Need LSR Bell account

29 Sovereign Inn - 407 292-3301 SLA 10 5E
Need LSR Bell account

Spoke with: CBR#:
Date: Time:

mbc-1
7 of 8

CLARIFICATION FORM

Date: August 15, 1997	**Page 5 of 5**
OLEC: TCG F	**PON:**
Issued by: Judy Thomas	**Tel #: 205-977-1734**

REASONS FOR CLARIFICATION REQUEST:

~~31.~~ Orange Avenue Autos - 407 422-8848 SLA 24 - 1A ofc Need LSR. Bell account.

~~32.~~ Betty Greene - 422-6531 SLA 8 - 1A ofc Need LSR, Bell account

~~33.~~ Daytona Beach Islands - 4ESS Trunks - 1 flat + 11 Message rate. All trunk lines will be flat rate. Trunk termination charge 35.22 will apply monthly. A112.26.7

1A

~~34.~~ Tillery Infinity - 407 841-9650 SLA 27 - 1A Combo Trunks + DID's. 100 #'s 237 6100-6199 Need Exact Line for each station did #. Trunk Termination Charge 35.22 Monthly A112.26.7

1A

~~35.~~ Rodericy Lacy - 423-1402, 422-1648 + 422-1592 have optional calling plans which apply to entire account + each telephone # specific. Can have an Exac without being for entire account. 425-2515 + 783-0726 not Roderic Lacy.

1A

~~36.~~ Willits + Deeply - 423-1093, 1094 + 2162 are FCO lines + will have an additional mileage charge of 27.98 monthly + be set up in Exac 1A ofc. 894-7691 is on same account but isn't FCO + will be set up in Exac 5E. FCO mileage A112.26.7

5E

35 Tracy Dreyfus - 407 292-2100 Ringmaster I Not tariffed for exac. Ringmaster # is 523-4805. Ring Pattern is short, short.

1A

36 Value File Inc - 407 849-6590 Ringmaster - 1A Ringmaster # is 281-0985. Ring pattern is short, short.

TELEPHONE CO. OF CENTRAL FLORIDA
3975 W. Lake Mary Boulevard. Suite 107
Lake Mary, Florida 32746
Phone: (407) 328-5002 X106 Fax: (407) 328-5896

AUG 19 1997

For Your Information

To: Judy Woods	Fax Number: 1-205-977-1171
Company : Wiltel	Date : 8/19/97
From : Norman Ripper	Fax Number : 1-000-302-0406
Company : TCCF	Pages including cover page: 1
Subject :	

Comments:

Judy,

After carefully looking over the clarifications that you sent me I have decided that the only account that you should move onto our ESSX system is:

Walker Insurance (407) 849-1988

Just make their backup line a second ESSX line.
Leave all the other accounts how they are right now.

Thanks!

Norman Ripper

BELLSOUTH

EXECUTIVE SUMMARY

MBC-2
1 of 2

May 19, 1998

Ken E Koller - Director c gineering
3575 W Lake Mary Blvd
Suite 106
Lake Mary, Florida 32746

Dear Ken:

As follow-up to Wayne Cames' May 15th ESSX Update memo, We are presenting the enclosed information for your review Hi-lites of this ESSX documentation include all order info, IXC info, coordination info, plus target and completion dates

A summary sheet precedes documentation for each office. This information will be monitored, and updated from Darryl Ducote, Project Manager, to myself with great frequency. Until handoff of all offices for order input, I will share these updates with you biweekly.

Items of note at the time of this initial presentation (5/20/98) include:

23 BellSouth Central Offices...23 ESSX Systems

- 1 Office: Orlando-Magnolia-DMS has been ready for customer order activity since 1/28/98.
- 14 Offices will be tested, and will be ready for ordering by 6/1/98 (target date).
- 2 Offices will be tested, and will be ready for ordering by 5/26/98 (target date).
- 2 analog (1AESS) Offices (Orlando-Magnolia-1AESS, and W Palm Beach-Main-1AESS) will not support a PRI link from WilTel, thus preventing the passing of ANI information to the WilTel switch.
- 4 Offices (Miami-W Hollywood-5ESS, Miami-Grande-5ESS, Gainesville-Main-5ESS, Vero Beach-5ESS), have outstanding WilTel ordering problems. WilTel can not identify the BellSouth circuit ID associated with their PRI order. The absence of this information (ID + CLF/CFA) prevents BellSouth from being able to order the "mini-T" to the ESSX Common Block.

If I can provide any further assistance, please contact me at 205 977-1462, or by pager at 800 329-3067

Sincerely,

Bob McRae
Systems Designer

BELLSOUTH

MBC-2
2 of 2

BellSouth Interconnection Services
Room E9E1
3535 Colonnade Parkway
Birmingham, Alabama 35243
Fax 205 977-0037

April 17, 1998

Kip Ripper
President
TCCF
3575 Lake Mary Blvd.
Suite 107
Lake Mary, Florida 32746

Dear Kip:

As your TCCF Account Manager, I feel the BellSouth Account Team has made significant improvement with issues regarding TCCF. Although we do not talk on a regular basis someone from my Account Team communicates with TCCF daily. BellSouth has made a tremendous investment in upgrading our Central Offices to provide TCCF with the facilities needed to provide ESSX Service for TCCF end users. We have also staffed the complex ordering group to accommodate TCCF service orders for ESSX. In addition my Account Team has added Cynthia Hodges to help coordinate your service orders that are issued through Peggy McKay's complex ordering group. At this time the Magnolia Central Office in Orlando is ready for ESSX service to be provisioned. However, we do not see any volume of ESSX service orders being received. Please let me know if your plans have changed in regards to TCCF utilizing ESSX Service so we can make the necessary changes to properly staff our service centers. BellSouth has also coordinated testing with WorldCom in other BellSouth central offices anticipating ESSX Service being provisioned in them as well.

We appreciate your patience in this major project and I look forward to hearing from you regarding this issue soon. Please let me know if there is anything I can do to help with any issue. We greatly appreciate your business.

Sincerely,

Wayne Carnes
Regional Account Manager

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: MARCUS B. CATHEY

PARTY: BELLSOUTH

DESCRIPTION:

1/15/99 DEPOSITION TRANSCRIPT

PROFFERING PARTY: STAFF

I.D. # MBC-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO 23
COMPANY/ WITNESS: Cathey
DATE: 2-9-99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

COPY

Docket No.: 981052-TP

Filed: January 5, 1999

TELEPHONIC DEPOSITION OF:	MARCUS B. CATHEY
TAKEN:	Pursuant to Notice Instance of TCCF
DATE:	January 15, 1999
TIME:	11:10 a.m. to 12:55 p.m.
PLACE:	TCCF 3599 West Lake Mary Blvd. Suite E Lake Mary, Florida
BEFORE:	TRINA SEMINO, RPR Stenographic Court Reporter and Notary Public State of Florida at Large

BUREAU OF REPORTING

RECEIVED 1-20-99

APPEARANCES

VICKI GORDON KAUFMAN, Esquire
McWhirter, Reeves, McGlothlin, Davidson,
Decker, Kaufman, Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
850-222-2525

Attorney for TCCF

MARY K. KEYER, Esquire
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Suite 4300
Atlanta, Georgia 30375
404-335-0711
Via Telephone

Attorney for BellSouth

JUNE McKINNEY, Esquire
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0870
850-413-6236
Via Telephone

Attorney for Florida PSC

ALSO PRESENT: Elder Ripper, III
Kenneth Koller
Andrea Welch

PAGE

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Direct Examination by Ms. Kaufman 3
Stipulations 82
Witness' Signature Page 83
Court Reporter's Certification Page 84

WHEREUPON,

MARCUS B. CATHEY,

having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

DIRECT EXAMINATION

MS. KAUFMAN: We are going to have our usual stipulations, Mary?

MS. KEYER: Yes.

And for the court reporter's benefit, I have some forms for the certificate of oaths for the witnesses today and the two from yesterday. And I will go ahead and send those.

BY MS. KAUFMAN:

Q. Mr. Cathey, is that how you say your name?

A. Yes, ma'am.

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

A. My name is Marcus B. Cathey and I currently work at 600 North 19th Street, Birmingham, Alabama, 35203.

Q. Mr. Cathey, is anybody else there with you in addition to Ms. Keyer?

A. Yes, Susan Arrington is in attendance.

Q. Mr. Cathey, you filed rebuttal testimony in this case?

A. That's correct.

Q. Do you have any changes or corrections to your testimony?

A. No, I don't.

Q. How about to your exhibits?

A. No, I don't.

Q. Did you bring any documents with you to the deposition?

A. The deposition was -- I mean, excuse me, the rebuttal testimony was prepared using exhibits and the testimony filed by Mr. Ripper, Mr. Koller, and Ms. Welch, and in conversations with my team and the folks that they had identified in the course of their testimony.

Q. So are you saying that you did not rely on any documents other than the testimony of Mr. Ripper, Ms. Welch, and Mr. Koller in preparing your testimony?

A. Just the ones that I've produced as exhibits to my rebuttal.

Q. Okay. And you said that you had some discussions with folks before preparing your testimony?

A. Yes, I did. I talked with the people that at different points were on the TCCF account team.

Q. Okay. Who exactly did you speak with?

A. Bill French, Wade Johnson -- I don't speak directly to her, but I got some information from

Judy Woods -- Wayne Carnes, Bob McRae, Bill Holden.

Q. Okay. If you didn't speak to Ms. Woods, how did you get the information from her?

A. She sent it to me. And again, that's all part of the rebuttal testimony attachment.

Q. What exactly did Ms. Woods send you?

A. She was rebutting --

MS. KEYER: What did she send you?

THE WITNESS: Oh, she sent me information about clarifications that had come between BellSouth and TCCF.

BY MS. KAUFMAN:

Q. What kind of information did she send you?

A. The information where she had clarified, I think, just about all of the times that TCCF was trying to convert to ESSX.

Q. Is that what's attached to your testimony, that multipage handwritten document?

A. That's correct.

Q. Okay. You got that from her?

A. Right.

Q. And the other gentlemen, you spoke to them; is that right?

A. That's correct.

Q. Mr. Cathey, your testimony says that you're the

sales assistant vice president; is that right?

A. Correct.

Q. And can you tell me what your duties are?

A. We manage the business relationships between BellSouth and CLEC's. Our particular group works with both the resellers and facility-based CLEC's, and we are responsible for the overall servicing of the account and sales to the customers.

Q. Okay. I heard you say we a couple of times. I want to know what your particular duties are in your job, if they are any different from what you have just described.

A. Okay. I'm responsible for managing what is now a team of about 55 people and they interface with some 200 different customers. And I have, very much part of my job is handling escalations, doing proactive relationship building with some of my key customer accounts, helping clear up roadblocks.

Q. Helping what?

A. Clear up roadblocks.

Q. Clear up roadblocks, okay.

And you say in your testimony that you have responsibility for over 150 ALEC's?

A. That's correct.

Q. And I guess the 55 people that report to you

have various duties in that regard?

A. That's correct.

Q. How long have you been in your current position as sales assistant vice president?

A. Since August the 15th of 1997.

Q. What was your position prior to that time?

A. I was a director in product management responsible for access, transport products, and unique transport products.

Q. And how long did you hold that position?

A. Probably around two years.

Q. What was your position prior to being a director of product management?

A. I was a senior product manager for Switched Access, their access product.

Q. Okay. And in that position, you didn't have any responsibility for dealing with CLEC's, did you?

A. That's really before CLEC's became a word.

Q. Yeah. What about in your position as a director of product management, did you have any responsibilities relating to CLEC's in that position?

A. Not directly, they were really just emerging.

Q. Okay.

A. They didn't exist. Our group actually developed products that have now become the uniloop and

things like that.

Q. How long were you the senior product manager for Switched Access?

A. Probably about a year and a half.

Q. What did you do prior to that position?

A. I was on the carrier account team and was responsible for managing the AT & T billing collections contract or agreement.

Q. How long did you do that?

A. In a couple of different capacities, really about two and a half years.

Q. Two and a half?

A. Uh-huh.

Q. I'm sorry?

A. Around two and a half years.

Q. Okay. Sometimes our phone cuts out, so that's how come it seems like I might be repeating what you're saying.

And what about prior to the carrier account team?

A. I was in product management and I handled public telephones.

Q. How long did you do that?

A. Probably around two years.

Q. And that's about ten years' worth of your

employment history, right?

A. Right.

Q. In any of the positions that you described or if there are others that are applicable, did you ever work in customer service, did any of those positions encompass customer service?

A. I mean, that's kind of a broad term.

Q. Did you ever have responsibility for dealing with retail customers and any service problems they might have?

A. Yes, I did.

Q. Which position would have been in that area?

A. I started, when I started with the company nearly 21 years ago now, I started off in our, what is now our residential or consumer business office, helping customers. I also, from there, I went to Huntsville, Alabama. I was actually the skills coordinator and I was really responsible in trying to handle the customer complaints and trying to keep them out of the Public Service Commission.

Q. About what time frame was that?

A. That was very early in my career, 1980, around there, '79, '80.

Q. Okay. Is that your main experience with customer service?

A. From there I went into public telephones. I was actually in the sales group.

Q. The what, I'm sorry?

A. The sales group with public telephones. And helped pretty extensively with customer care associated with my responsibilities there.

Q. That was when you were the product manager for the pay phones?

A. This is well before even that. I'm starting at the other end of my career.

Q. Okay. Anything else?

A. Also I worked in the public telephone business office and I was directly responsible for customer service.

Q. Mr. Cathey, have you had any direct contact or interaction with anybody from TCCF regarding this ESSX issue?

A. Absolutely.

Q. Okay. Tell me who you have had contact with.

A. I've talked to Ripper, I've talked to Mr. Koller on occasion; not about ESSX in particular, but I've certainly been in meetings with Ms. Welch. I've talked to Don Casement about it, I spoke with Mike Funaro.

Q. How many times have you discussed the ESSX

situation with Mr. Ripper?

A. Oh, I'd say at least six or seven.

Q. And are these telephone conversations?

A. Telephone and face-to-face.

Q. Okay. How many -- let's talk about face-to-face first. How many times have you discussed it with him face-to-face?

A. At least three, maybe four.

Q. Okay. And when did those meetings take place?

A. (No response.)

Q. Approximately, if you know, if you can remember.

A. I can't.

Q. Were they in 1998?

A. No.

Q. Okay, 1997?

A. Excuse me, one of them was in '98. Let me kind of take it back.

Q. Okay.

A. Matt came on August 15, 1997, that was the first opportunity I had to talk with Mr. Ripper about it in a face-to-face meeting in Atlanta sometime around September of '97. There was a disagreement about the settlement that had been negotiated previously to me. We also talked ESSX during that discussion.

Also I went to Orlando in late September and met with Ripper and met there at the airport in Orlando.

Q. You had a meeting at the Orlando airport?

A. Yes, at the Hyatt there.

Q. Okay. And that was at the end of September, 1997?

A. Like sometime around in there. And then we had another follow-up meeting down in Orlando in October.

Q. Of 1997?

A. Right.

Q. Okay.

A. Then as late as six weeks ago, we had dinner with Ms. Welch and we talked about different issues.

Q. Did you talk about ESSX issues?

A. Yes.

Q. And that was, you said, six weeks ago about?

A. It seemed like around six weeks ago, prior to the TRA convention.

Q. Okay. Now, how many telephone conversations have you had with Mr. Ripper about the ESSX issues?

A. Probably about five I would think.

Q. Were they in the same time frame as your meetings?

A. Well, I mean, they were before or after those meetings. We are talking about different specific

issues. We had a discussion dealing with the decision that we had made to absorb some of the costs associated with the generic upgrade of our five east central offices. Herbert and I came to an understanding about that. That was around the September time frame.

I also had several other discussions scheduled with implementing ESSX. I'd say, just off the top of my head, probably a half a dozen phone conversations.

Q. Okay. Now, you also said -- have you ever had any face-to-face meetings with Mr. Koller?

A. Yes.

Q. Okay. How many?

A. Not just with Mr. Koller, but he was part of a couple of meetings I was in.

Q. Was he part of the previous meetings that you already discussed?

A. That's correct.

Q. Was he in each of those meetings?

A. The two in Orlando I described to you in September and October of '97.

Q. Have you had any telephone conversations with him?

A. It seems like I had one, not with the nonstandard ESSX arrangement, but some problems with converting some, what I call, standard ESSX arrangement.

Q. You think you had one phone call with him?

A. Yeah, I probably had at least one with him, and may have had one conversation with him regarding some issues there for their administrative lines at their office.

Q. Now, what about Ms. Welch; have you ever talked about the ESSX problems with her?

A. I don't know that I talked specifically about the ESSX problems. Certainly I talked about some of the conversion for the standard ESSX. I also had a conversation with her last year, inviting her and several other resellers to come and be a part of a customer event that we had at the Braves game. I had a conversation with her about really their whole bankruptcy issue and also tied in some discussion around ESSX and what they wanted in terms of future contract. That was kind of indirectly tied to ESSX.

Q. When did that conversation take place, do you think?

A. I don't know the specific month. It was during baseball season.

Q. Of 1998?

A. Yes.

Q. And did you say you talked to her about their future plans for ESSX?

A. Well, at that time there were negotiations going on between our direct negotiators and Welch; she was doing the primary negotiation on their part. They had reached an impasse in terms of BellSouth not agreeing to continue the ESSX arrangement. Welch had given me a proposal that continued the ESSX arrangement for another period of time. She communicated to our negotiators a compromise proposal.

Q. During that conversation with Ms. Welch, did you ever tell her that it was Bell's position that TCCF was not entitled to even resale ESSX under their current agreement?

A. (No response.)

Q. Did you hear me?

A. I said no, I did not.

Q. Oh, okay, I'm sorry. We didn't hear your answer.

Have you reviewed Mr. Koller's testimony, Mr. Cathey?

A. Yes, I did.

Q. And you reviewed Mr. Ripper's as well?

A. Yes, I did.

Q. Are you on the current TCCF account team?

A. No.

Q. Excuse me?

A. I think I need to probably explain my structure and let you draw your own conclusion to that.

Q. Well, I just want to know if you're on the account team or not.

A. Well, I am responsible for all account teams for the customers that we provide service to.

Q. Okay.

A. Draw your conclusion from that.

Q. Well, does that mean that you are on the TCCF account team?

A. I am a manager over any account teams.

Q. Okay. But so you are not actually a member of the various account teams, right?

A. To the extent that they need my involvement I am, to answer it that way.

Q. So I think you've got responsibility, you said, for 150 ALEC's?

A. That's correct.

Q. So you float around the 150 different account teams?

A. No, I spend my business with where the issues are and where the volume of business is.

Q. Okay. So let me ask you this: Do you consider yourself a current member of the TCCF account team?

A. Yes, I would.

Q. Okay. Are you the head of that team?

A. Again, I could explain the structure to you and draw your own conclusion.

Q. Well, I mean, it's a pretty simple question: Are you the head of the team or is somebody else the head of the team?

A. I would be manager over the account manager who would be the head of the team.

Q. Okay. Who is the account manager for the TCCF team?

A. Wayne Carnes.

Q. And I guess you're saying he reports to you?

A. No, he actually reports to a sales director who reports to me.

Q. What kind of director?

A. A sales director.

Q. Sales, okay.

In your testimony, Mr. Cathey, on page 2, I guess you take issue with some of Mr. Koller's comments about the changes on the account team. This is beginning, I guess, at line 11, that whole paragraph.

Do you see that?

A. Yes.

Q. Do you disagree with Mr. Koller's testimony in terms of who sort of came and went from the various

teams?

A. I disagree with the implication that he tried to portray with that statement.

Q. Well, let's just talk about what he said. Do you disagree that the individuals that he has listed in his direct testimony were added to or left the TCCF account team at various times?

MS. KEYER: Do you have a reference?

MS. KAUFMAN: I knew you were going to ask me that, Mary, so let me take a minute.

Okay. This is Mr. Koller's direct testimony. Beginning page 3, line 6, he talks from line 8 to line 13 about the first team; line 14 and 19 about the second team; line 20 and 22 and over to the next page, lines 1 and 2, about the third team; and now on page 4, lines 3 through 7, about the fourth team.

BY MS. KAUFMAN:

Q. Do you have Mr. Koller's testimony, Mr. Cathey?

A. Yeah, I'm looking at it.

Q. Okay, good.

And all I want to know is, he has accurately represented, hasn't he, who was added to the team and who was left, et cetera, in those two pages?

A. No, I don't think so.

Q. Okay. Well, tell me the, first paragraph -- or

let's say lines 8 through 13 on page 3 he describes the first team as consisting of Ms. Webb, Mr. Johnson, and Mr. Dender (ph); is that correct?

A. I'd say that was correct.

Q. Okay. And then beginning on line 14, he says the second team was Mr. Morrison, Mr. Holden, Mr. Monticelli (ph), Mr. Baker, and Mr. Bolding (ph), and Mr. French was the manager; is that incorrect?

A. I don't know who Joe Morrison is.

Q. Okay. What about the other gentlemen?

A. Again, because of the organizational structure, it really depends on how you define the account team. These people are in the management line associated with that account team, but, you know, whether or not your definition of how high up in the hierarchy the people would be actually a part of the account team, no, I don't know that he's describing that accurately.

Q. Who was on the account team, let's see, in September, late September, early October, 1996?

A. I'd say it was Tom Bolding as account manager, Neil Holden was the system designer.

Q. Okay. So in your definition of account team, it would only be Mr. Bolding and Mr. Holden?

A. They would be the ones closest to having a direct responsibility for the account.

Q. Okay. The third team he discusses beginning at line 20. Are there people listed there that you don't think were on the account team at that time?

A. Well, again, what you're talking about here is people that are in other work groups that as TCCF expanded their services that they ordered from us, we naturally had different groups affected, so we added people from those organizations. And he's got them characterized as being on the account team, but they are actually in completely different work groups in some cases.

Q. Okay. Well, tell me which of the people listed on lines 20 through 22, in your view, are not, were not on the account team at that time.

A. I would say the only people that were truly on the account team were Tom Bolding and Lawayne Thrasher. You can put me in that lineup if you want, although I didn't come along -- no, you couldn't put me in that lineup because I didn't come on the job until August.

Q. Did the other folks that are listed on those three lines have some responsibility for dealing with TCCF?

A. Yes. Again, they were more in the ordering or provisioning part of the business.

Q. And that's something different than being on

the account team, in your mind?

A. Yep.

Q. On page 4, lines 4 through 5, what people there don't you think were on the account team beginning in November of 1997?

A. Darryl Ducote is a completely different work group.

Q. The remainder of those people -- well, one of them is you, but the other gentleman and Ms. Hodges, you consider them to be on the account team?

A. That's correct.

Q. So how many people as we sit here today are on the TCCF account team?

A. The same ones that you've got listed there except for Darryl Ducote.

Q. Okay. I'm just going to have to flip back because I just closed my notebook on that page.

Okay. So Mr. McRae, Mr. Carnes, Ms. Hodges, and yourself are the people on the team today?

A. And Mike Wilburn.

Q. And Mike Wilburn, okay.

And Mr. Ducote, in your view, is not on the team any longer?

A. No, he never was. That's what I portrayed to you.

Q. I beg your pardon?

A. I said he never was. I had his name omitted.

Q. Now, are you aware or is it correct that the TCCF account was recently moved from the Birmingham processing center to Atlanta?

A. Yes, I was aware of that.

Q. And do you know why that was done?

A. Primarily to load balance between the two centers. We have parallel operation centers in Atlanta and Birmingham. And quite frequently they look at the load between both of them and try to have the accounts organized in order to most efficiently handle the work volume on a day-to-day basis.

Q. Okay. So you mean to even out the workload between the two centers?

A. Well, as much as to line it up with the available resource, too. I mean, I'm not saying they split it half to half, but what they try to do is maximize to the number of people they handle specific types of services, to be able to efficiently split the work between the two centers.

Q. How was it decided that TCCF's account should be moved?

A. Probably based on a mixture of what was in each center and the amount of work TCCF currently was sending

in, I would presume. I didn't make that decision. But they had, during the context of that move, we probably moved at least a dozen customers back and forth from one direction or the other.

Q. So are you really saying that you don't know why it was actually moved?

A. I don't have the specifics for what drove them. I can give you what my impression is, but I don't have the specifics. That's not my responsibility.

Q. So you don't have any personal knowledge of why their account was suddenly moved?

A. No.

Q. Okay.

MS. KEYER: I'm going to object to the form of that question, Vicki.

THE WITNESS: I mean, to the extent that I told you that they are trying to balance the load between those centers, yeah, I do have personal knowledge about that.

BY MS. KAUFMAN:

Q. I was asking specifically about TCCF's account. You don't have any personal knowledge about that, right, the move of it, I mean?

A. Right.

Q. Okay.

A. I knew it was, that it was going to occur, and we had communicated that to TCCF.

Q. Okay. Mr. Cathey, on page 3, the question starts at line 13, we have had a lot of discussion about this over the last day or so, you refer to the service that TCCF wanted, the ESSX services, being nonstandard.

A. That's correct.

Q. Okay. It's not your position, though, is it, that BellSouth did not have an obligation to provide this service to TCCF, is it?

A. What service are you describing?

Q. The service that you're talking about beginning on line 13.

A. The nonstandard service arrangement was not something that we currently had available through our resale tariff, so therefore we had to turn the request in and called it a couple of different names. But I'll call it a bona fide request process, because it was different than our standard resale offering of the general ESSX service.

Q. Okay. My question is: It is not your position, though, is it, that BellSouth did not have an obligation to provide the service, is it?

A. (No response.)

Q. You had an obligation to provide the service

TCCF requested, didn't you?

A. We had an obligation to provide what was available in the tariff to be resold.

Q. So you don't think that you had an obligation to provide what TCCF was requesting?

A. I'm sorry, could you ask that again?

Q. Sure.

It's your testimony that you don't think that BellSouth had an obligation to provide the service that TCCF was requesting?

MS. KEYER: I think he just answered that, Vicki.

MS. KAUFMAN: No, I don't think he did.

BY MS. KAUFMAN:

Q. You either think you had an obligation or you think you didn't?

A. Our request when they provided their payment to that, they had an obligation to provide their nonstandard ESSX arrangement.

Q. Okay. So you agree that you had an obligation to provide the service they were requesting?

A. That's correct.

Q. On page 3 you talk about that there were numerous internal meetings. By that do you mean internal BellSouth meetings?

A. That's correct.

Q. Okay, and you say with subject matter experts.

How many meetings, internal meetings did BellSouth have?

A. I'd have to only guess, probably at least a half a dozen.

Q. Okay. And what was the time frame of those meetings?

A. Really before the bona fide request was paid for and certainly shortly thereafter. We have been working on this awhile trying to figure it out exactly how it would work.

Q. Now, you say when you report a subject matter expert, those are BellSouth employees?

A. That's correct.

Q. Okay. Can you tell me who those people were that BellSouth had in these internal meetings?

A. I don't know their names in particular because that was really up to the account managers at the time to facilitate those meetings. But I know it involved our translations people. We call them the NISK (ph) organization. The people involved in the D-CAS (ph), which is the software associated with the ESSX system, product management for the ESSX product. And probably other network people were involved too.

Q. Were you at any of the meetings?

A. Not with the subject matter experts I was not.

Q. Okay. So on line 19, when you say there were numerous meetings with subject matter experts, you were not at any of those meetings?

A. No, I was not.

Q. Okay. Now, on that same page, beginning really at the end of line 19, you say that there were two major questions as to the ESSX service that TCCF wanted?

A. Right.

Q. Okay. As to the first one, did TCCF order those T-1's in June of 1996, or do you know when they were ordered?

A. I remember seeing correspondence showing that they wanted to order them. I don't know exactly when the ASR's were issued. I believe probably the people that would have ordered it probably would have been Wiltel, not TCCF.

Q. Okay. So Wiltel, to your knowledge, contacted BellSouth to order the T-1's, right?

A. Yeah, I believe they did; but recognize that this mini T is different than the T-1's that were ordered by Wiltel.

Q. Right. We are going to get to that, Mr. Cathey.

So do you know when after the T-1's were ordered, BellSouth informed TCCF, or maybe Wiltel, that this mini T arrangement was required?

A. We asked the question. Neil Holden asked the question to Mr. Koller how he was going to get his billing information in order to bill his customers long distance, and he didn't know.

Q. Mr. Cathey, do you know when this issue of the mini T, when did BellSouth raise that issue and talk to TCCF about it; do you know?

A. I believe it was around the first part of '97. I don't know exactly know the date.

Q. So would it be ballpark to say it was about six months after the T-1'S were ordered?

A. I don't know when exactly all the T-1's were ordered, because that predated me.

Q. Okay. The second problem you talk about is the ARS --

A. Right.

Q. -- the automatic route selection?

Didn't BellSouth do the original design for the automatic route selection?

A. I believe a design was done by someone that's no longer with the account team.

Q. Who would that be?

A. Ms. Charlotte Webb.

Q. Okay. But she is -- she was a BellSouth employee and she was the one that did the design, correct?

A. Based on what she felt like that Mr. Ripper had communicated to her, they worked through what they thought would work.

Q. It didn't work, did it?

A. Well, it didn't provide TCCF with the proper billing information that they needed.

Q. Okay.

A. But largely the design was approved by Mr. Ripper at the time.

Q. But Ms. Webb designed it, right?

A. She did it with input from Mr. Ripper, which appeared to be quite technically proficient.

Q. Say that last part again.

A. I said Mr. Ripper appeared to be quite technically proficient. They did it jointly, based on my impression.

Q. And since you weren't involved, what do you base your impression on?

A. From conversations with Mr. Ripper about his knowledge about the Centrex-based products.

Q. Mr. Cathey, are you familiar with the letter

that's been much discussed that Ms. Webb sent to Mr. Ripper? And let me go ahead and find it so we can know what we are referring to.

Do you have Mr. Ripper's direct testimony there?

A. I'm looking for it right now.

Q. Okay. I'm looking too, so.

Do you have that, Mr. Cathey?

A. I've got -- no, I don't have the letter yet. Hold on.

Q. Okay. I can tell you, it's -- I was going to tell you what exhibit it was. It's ENR-6.

A. All right.

Q. Okay, got it?

A. Yeah.

Q. Okay. And this is a letter from Ms. Webb to Mr. Ripper, correct?

A. Correct.

Q. And it's -- actually there's a fax sheet on the first page, but then there's several more pages in which there's a diagram of the system.

A. Correct.

Q. And Ms. Webb confirms that this is what Mr. Ripper has ordered and this is what BellSouth can provide?

A. Correct.

Q. Okay. BellSouth didn't provide that, though, did they?

A. BellSouth asked the question about how they were going to be able to get their billing information and TCCF elected to change the design of the request.

Q. And when did they do that, Mr. Cathey?

A. That was a conversation between Mr. Holden and Mr. Koller.

Q. Were you present there, Mr. Cathey?

A. No, that was before I came on the account.

Q. Okay. But Mr. Koller was there, correct?

A. Yes.

Q. So it's your testimony that that oral conversation changed what was set out in Ms. Webb's letter to Mr. Ripper?

A. That's correct.

Q. Let's go back to your testimony. On page 4, beginning at line 10, you say that Mr. Koller essentially, to paraphrase, did not understand what he was asking for; is that fair?

A. Again, as it relates to how they were trying to use the service, it would not, the arrangement would not accomplish what they were trying to do.

Q. You also talk about the 3 -- do you call them

BOR's or BFR's?

A. Same.

Q. Is it the same thing?

A. Same thing.

Q. Okay. I've heard it called BFR's.

You didn't attach those to your testimony, did you?

A. No, I didn't. I thought they were already as attachments, though, to Mr. Koller's or Mr. Ripper's testimony. I think Mr. Koller's.

Q. You might be right.

Now, those BOR's were submitted at BellSouth's request, weren't they?

A. That's correct.

Q. Now, on page 5, you said BellSouth had to make significant upgrades; is that to the central office?

A. One central office type, the 5-E.

Q. Now, is it your position that BellSouth didn't have an obligation to make those upgrades in order to provide the service TCCF was requesting?

A. Are you talking about the nonstandard arrangement or the standard arrangement?

Q. I'm talking about your testimony on page 5, beginning, I guess, at line 3 there, about the significant modifications.

A. Again, in the context of the BOR being accepted, yes, we did have an obligation to provide that customer arrangement.

Q. Okay. Well, do you see on line, starting at the end of line 5 there, it says as a good will gesture --

A. Yes.

Q. -- BellSouth agreed to absorb the significant costs associated with upgrading its five ESS central offices?

A. Right.

Q. How much did that cost BellSouth?

A. (No response.)

MS. KEYER: Hang on a second, Vicki, just because I want to make sure it's not confidential.

THE WITNESS: It was around $250,000, 11 offices.

BY MS. KAUFMAN:

Q. And is it your testimony that those are costs that were really TCCF's responsibility and that you guys absorbed those as a good will gesture?

A. That's correct.

Q. And why did you do that, Mr. Cathey?

A. (No response.)

Q. If you thought they were TCCF's responsibility,

why did you pay for them?

A. To try to clear the past and get on with many services that TCCF had requested, resolving any outstanding issues that we had between us.

Q. Did you say to try to clear the past? I didn't get that first part.

A. To try to clear up the issues that we have between us. And TCCF agreed, that's why we went forward.

Q. TCCF agreed what? They didn't agree it was their responsibility for these costs, did they?

A. No, but they agreed that it would rise up to that point around September 10, any outstanding issues associated with us providing service to them.

Q. Do you have any written documentation that that was their agreement with you?

A. I had a letter that Mr. Ripper has sent back to me, that in that letter he was expecting to get the settlement as a part of his agreement. I also had a --

Q. Wait a second. Let's stop there. What letter from Mr. Ripper are you referring to?

A. I believe this may be one that you all have asked for.

Q. Okay. Does it have a date?

A. I would have to pull my files to get the date. There was a letter that Mr. Ripper sent, check associated

with the BFR.

Q. Okay. I think this was the letter that was requested yesterday. It's the October 10, 1997, letter to you from Mr. Ripper. And it says -- I'm holding it right in my hand -- it says, this letter is in response to your letter dated October 7, 1997?

A. Yeah, it came in October 10.

Q. Okay. That's the letter that you say in which TCCF made some sort of agreement with you?

A. That's correct.

Q. Well, let me just read the second sentence of the letter. It says, I want you to know that TCCF never made a bona fide request as you implied in your letter. This activity or process must be one that was recently put in place by BellSouth to support your own business purposes.

I won't take the time to read the whole letter, but I just want to be clear that you think this letter represents some sort of agreement between you and BellSouth?

A. No, you're dealing with a couple of different issues there. That particular statement doesn't deal with the issue associated with whether or not they would take our offer of upgrading the five ESS offices in order to settle outstanding issues. What you are referring to

is Mr. Ripper's agreement, that resale agreement that he had with us, that he had agreed to a BFR or BOR type of arrangement for making custom requests for resold services. So you need to keep reading.

Q. Okay. You know, it's a pretty short letter. I don't see five ESS mentioned anywhere in this letter, so I just wanted to be sure that we are clear.

Let me go ahead. I don't think it will take too long. Like I said, it's only a few paragraphs, and I read the first one.

The second one says: That having been said, TCCF will accept the rates and charges for digital access to our contract for ESSX services --

THE COURT REPORTER: Can you slow down a bit.

MS. KAUFMAN: I'm sorry, I forgot. Let me start again.

BY MS. KAUFMAN:

Q. "That having been said, TCCF will accept the rates and charges for digital access to our contract for ESSX services as set forth in your letter. As you know, we have been waiting nearly a year and a half to get these services turned on and if this process will get us there, then we won't dispute the outcome."

Now, is there anything in there about five ESS upgrades?

A. What you're not seeing is the letter that we sent earlier and the response to the BOR, which had some of, and I'm going off the top of my head, around $22,000 for five ESS offices that Mr. Ripper challenged. You'll notice attached to that, that there is a list that shows specifically for the five ESS offices, that it is now at a zero rate.

Q. Okay. Now, so let's just be clear. I thought you had said that this October 10 letter from Mr. Ripper represented some sort of settlement in regard to the five ESS offices. Is that your testimony or no?

A. It does.

Q. Okay.

A. That's what I explained to you.

Q. All right. Well, like I said, we will keep going. I haven't seen anything in here about that yet. We just looked --

A. If you look under attachments and look under --

Q. The attachment to the October 10 letter?

A. Well, look at rates and charges, look at down per ESS central office, and look and tell me what that figure is.

Q. Okay. Well, I'm still looking at Mr. Ripper's October 10 letter and there's no attachments to it, so should I be looking at something else?

A. He sent me one which he sent me a response on October 10 to.

Q. Okay.

A. Look at the rates and charges, where it says primary rate, ISD interface utilizes a title line per five ESS central office.

See the zero?

Q. Yes, sir, I see it.

A. That's it.

Q. Okay. In that same letter, the October 7 letter, do you have that in front of you?

A. Yes.

Q. Okay. The second page, the paragraph that starts, please respond above your signature.

A. That's correct.

Q. I guess this is the last sentence. It says, once your acceptance is received, once your acceptance is received, an amendment to the Interconnection Agreement between BellSouth and the Telephone Company of Central Florida, TCCF, will be provided to TCCF for the execution of the requested provisioning.

A. That's correct.

Q. Also TCCF and BellSouth will execute a full release and settlement for any damages claimed by TCCF for the delay in implementation of services ordered by

TCCF.

Now, there was never an amendment to the Interconnection Agreement, was there?

A. There was not. However, I had Mr. Ripper's verbal agreement that he did accept that. It's also acknowledged in that October 10 letter he sent back to me.

Q. Okay. There was never an amendment to the Interconnection Agreement, right?

A. There was an amendment for this BFR, but there was not an amendment for the settlement, release and settlement.

Q. There never was a release and settlement signed, was there?

A. Well, not for this one, but there was one back in April.

Q. Right. But we are talking about the one that you've referenced in this October 7 letter. There was never a release and settlement, was there?

A. Well, there was an agreement that Mr. Ripper communicated to me on the 10th, as well as a follow-up letter where he acknowledges that he expected to receive that from BellSouth. So from my standpoint, that was a settlement that we had negotiated.

Q. Mr. Cathey, that last sentence that we just

discussed says: TCCF and BellSouth will execute a full release and settlement agreement for any damages claimed by TCCF for the delay and implementation of services ordered by TCCF.

Now, there never was a release and settlement executed by BellSouth and TCCF, was there? Not the April settlement, but we are talking October '97.

A. There was never anything amended to their agreement; I would agree with that.

Q. And there never was a settlement executed, was there?

A. There was an agreement between Mr. Ripper and myself, as well as an acknowledgement of his letter back to me, as well as the payment of the BFR.

Q. Mr. Cathey, do you have a piece of paper, an executed settlement agreement between BellSouth and TCCF back in October of 1997?

A. No, I do not.

Q. Okay. Just give me a second, please.

Okay. Mr. Cathey, still back to page 5 of your testimony.

A. Okay.

Q. Starting at line 9, you're saying there, during the time period when these BFR's were in process, TCCF wasn't prevented from reselling ESSX.

First of all, how long did it take BellSouth to process these requests?

A. What time period are you talking about Ms. Kaufman?

Q. Well, they had three, right, or three that were requested by BellSouth?

A. You're talking about the nonstandard request. There were three: Two were accepted by TCCF, one was not.

Q. Well, you're never going to get me to agree to a nonstandard, Mr. Cathey, so let's just take them one at a time.

A. Okay.

Q. Tell me how long it took BellSouth to process each of those.

A. I mean, I would have to go back and look at the particular dates.

Q. Do you have any ballpark feel for it?

A. I would probably say the date they originally turned them in as special assemblies, and that was done sometime in probably late summer.

Q. Of '97?

A. And because --

Q. Is that a yes?

A. '97.

Q. Okay, I'm sorry. We have to hear your answer here.

A. The special assemblies were done sometime in the summer of '97, late summer. And the process that was under development for working nonstandard arrangements for resellers was really under development and that's why you've got a couple of different terms used. The bona fide request or the business opportunity request was a process that we developed specifically for the resellers so that they could get changes to existing services reviewed and developed.

Q. Mr. Cathey, I don't mean to cut you off, but I just want to know how long it took BellSouth to process the request, that's all.

MS. KEYER: I think he's answering your question, so.

MS. KAUFMAN: No, he's telling me all about how he was developing these processes. And though that's very interesting, I just want to know how long it took them to process the request.

MS. KEYER: Well, that's part of his answer, so I think he needs to be allowed to finish his answer.

BY MS. KAUFMAN:

Q. Go ahead, Mr. Cathey, but see if you can get to the point where you can tell me how long it took.

A. Well, I told you generally that --

Q. They submitted them in the summer of '97?

A. That's correct. And it was around the September time frame when we actually gave them a response.

Q. You gave them a response, but were you actually finished with the BFR's?

A. Absolutely not.

Q. Okay. So that's what I want to know. From the time they sent the request in, September '97, when was the request completed?

A. Well, we had -- it really depends on which specific wire center you're talking about.

THE COURT REPORTER: Which specific what?

MS. KAUFMAN: Wire center.

THE WITNESS: I mean, because it was done in phases depending on what type of central office there was and the capabilities that existed there.

In other words, the capability existed in the Nortel switches, and we had to add the generic into the loose end or number five ESS offices.

BY MS. KAUFMAN:

Q. On that same page where we were just looking, actually at line 13, you say TCCF could and did resell ESSX during this time period.

I guess you're referring to the period when these requests were pending; is that right?

A. I'm talking about before then too.

Q. Okay. Now, you say they did resell ESSX during that time period. Do you know how many ESSX lines they sold during that period?

A. No. But I know they sold them from probably as early as the first part of '97 up through '98. I think November of '98 is when they put their last station in on ESSX.

Q. I'm still on page 5. At line 20 and 21 you say, BellSouth did experience provisioning problems providing service in this unique arrangement.

A. That's correct.

Q. Tell us what provisioning problems BellSouth had.

A. Apparently we had some problems with, and again largely depending on the type of central office, but it's an extremely complex product, even on the retail side. With the conversions and some type of offices, just as manual sequencing problems can occur, on several occasions we disconnected their customers early before affecting the change. There were also some problems dealing with hunting groups. That's a couple recollections of mine.

Q. So I guess you don't deny that there were some problems on BellSouth's side with this service?

A. No, I don't. And that was one of the impetus behind, you know, the settlements that we did with them.

Q. After October of 1997, is it your testimony that there were no further problems provisioning ESSX?

A. I don't have knowledge of specific problems after that time period dealing with ESSX. But again, I'm talking the standard arrangement; if we are getting into nonstandard, we can talk about that too.

Q. So you are still having problems provisioning what you call the nonstandard arrangement or you have had problems since October of 1997?

A. I don't know that TCCF ever turned an order in for the nonstandard arrangement.

Q. On page 6, Mr. Cathey, lines 8 and 9 -- let me see if I've got the one. On page 9 you talk about human error being the main cause of some of the ESSX problems.

A. Yes.

Q. When you say human error, was that on BellSouth's part?

A. Yes.

Q. Okay. What kind of human error was there?

A. I described before that because of the manual nature of ESSX, and it's also an incredibly complex

product for us, we had some sequencing problems where in one particular instance we actually disconnected customers, in error, early from when the conversion should have taken place.

Q. Okay. So are sequencing problems part of the human error that you talk about there?

A. That's right.

Q. Were there any other human errors that you were referring to?

A. Translations, problems that we caused.

Q. Anything else?

A. Probably some problems with order issuance, not having the correct information on the order.

Q. Okay. Any other human error problems?

A. Yes.

Q. Excuse me?

A. Yes, those would be human errors.

Q. Were there any others besides those three?

A. That is primarily what I can remember that caused most of the difficulties.

Q. In that same passage you say that there was an employee that had to be disciplined.

A. Right.

Q. Now, what was the situation there?

A. It was where we had disconnected one of their

customers in error. They really didn't follow our own procedures.

Q. One of your employees did not follow the procedures?

A. That's correct.

Q. And you also say that you had to provide your people with additional training, on line 11; is that right?

A. That's correct.

Q. What kind of training did you have to give them?

A. We had to -- again, because of the manual nature of the process, in order to do the translations and effective provisioning, we had to go back and make sure that the techs knew clearly on what order sequence things should be done in.

Q. So was that -- did you have some sort of a training session or training class for your employees?

A. Those particular people were coached by their supervisors.

Q. Okay. How many times were they coached?

A. Excuse me?

Q. How many times were they coached by their supervisors?

A. I don't know particulars. What we also did was

added a project manager to basically coordinate and control the provisioning process and added a lot of quality to it.

Q. Okay. So a project manager was assigned to sort of oversee the ESSX conversion?

A. That's correct.

Q. And who was that?

A. At that particular time it was Rick LaGrange (ph)

Q. Okay. And when you say that particular time, what are you referring to?

A. Do you have a name that you said was on the account team later on, Darryl Ducote?

Q. Right.

A. Rick was the first project manager and then Darryl Ducote is the current one or most currently, in the last year.

Q. Okay. So Mr. LaGrange was the first manager and then Mr. Ducote?

A. That's correct.

Q. Is he the current project manager?

A. That's correct.

Q. Now, same passage, you also say BellSouth also agreed to communicate to other organizations what it had learned.

What other organizations did you communicate to?

A. Well, the problem when TCCF started out, they were primarily just in the Orlando area, but we knew they were going to other central offices impacted by conversion. What worried us the most were these 1-A type older offices.

Q. So when you say other organizations, you mean other BellSouth central offices?

A. Absolutely.

Q. Okay. I just didn't understand that reference there.

Now, in the same passage, you say that BellSouth recommended that TCCF limit the number of conversions to either ten lines a day or one customer per day out of a 1-A central office?

A. Right.

Q. Why did BellSouth make that recommendation to TCCF?

A. In order to ensure a higher quality conversion. Because of the manual process associated with older 1-A offices, everything had to be done by a particular individual.

Q. So would it be correct to say that you didn't have the capability to, say, convert 20 lines a day on a

high quality basis?

A. It wasn't our best advice to do that.

Q. Is that because you didn't have the ability to do it?

A. Because of the manual process, we mutually negotiated with TCCF for that particular parameter, which was acceptable to them.

Q. Okay. Mr. Cathey, am I correct, though, in saying that you didn't have the ability to, say, provision 20 lines on a quality basis?

A. We did not have high confidence that we could do that, to be correct, for interval or a different parameter, with TCCF.

Q. I'm sorry, Mr. Cathey. On page 7, at the bottom there, beginning on line 21, you say: BellSouth found the implementation of its changes more difficult than originally believed.

What was more difficult than you had first thought?

A. To begin with, it was a process for us, our most complex-type service. We were getting some conflicting information, even between our own employees, that we had to work through, and the implementation time frame took longer than we had originally projected. There were also some problems on the carrier's side with

inaccurate network design that would not accomplish TCCF's billing needs.

BY MS. KAUFMAN:

Q. Okay. Mr. Cathey, all I'm really asking you is isn't it true that the first office was converted on May 28, 1998?

A. I would say that was incorrect. We carried the first common block up for ESSX probably in late '96. I'd say no.

Q. Mr. Cathey, does BellSouth provide ESSX services to its retail customers?

A. I believe that's a grandfathered service today in Florida.

Q. Right, but you do provide it to your retail customers, right?

A. That's correct.

Q. Do you have any problems provisioning ESSX to your retail customers?

A. I don't handle those, but I've heard that it's an extremely complex product with many, many options. And certainly that probably drove some of the changes that they did with the particular product.

Q. When you say drove some of the changes, what are you talking about?

A. The product today is Multiserve, I'm sure that

factored into them grandfathering the ESSX service.

Q. Oh, you think that ESSX was grandfathered because there were problems providing it to retail customers?

A. I think it was because of the complexity associated with the product itself, as well as some logical packaging that they were trying to do with the new offer.

Q. Do you have any personal knowledge of problems that your retail customers are experiencing or have experienced in the past with ESSX?

A. No, I don't deal with the retail.

Q. Okay. You have a letter from Mr. Carnes, Mr. Wayne Carnes, attached as one of your exhibits. I guess it's MBC-2?

A. Right.

Q. Now, does Mr. Carnes report to you?

A. Reports to Mike Wilburn, who reports to me.

Q. Okay. Now, Mr. Carnes says in that first sentence that, I feel the BellSouth account team has made significant improvement with issues regarding TCCF.

Do you know what he's referring to there?

A. Trying to get their nonstandard arrangement in for them.

Q. So Mr. Carnes is saying that in regard to that

arrangement, he thinks that there's been significant improvement?

A. Yeah, he thinks that there's -- what he's eluding to there is that the office is capable right now of receiving orders.

Q. And this letter was written April 17, 1998, right?

A. Right.

Q. Now, there's another letter that's May 19, 1998 from Mr. McRae to Mr. Koller. I think this is the first page of MBC-2?

A. Right.

Q. What is it that you think is significant about this letter, if anything?

A. Well, it gives them a status where they are, all the offices in the nonstandard arrangement. It gives them the particulars that they need in order to work with the other suppliers that they are dealing with to accomplish their request.

Q. And this letter is dated May, is it May 19 -- mine's a blurry copy -- May 19, 1998?

A. Right.

Q. Which is just about, what, two years after the agreement was signed?

A. Right.

Q. Signed on May 26, 1996?

A. Yep.

Q. Okay. Let's turn back to page 9 of your testimony.

A. Okay.

Q. On line 8 and 9, you talk about the inclusion of the DIN and DOR features into DECAS and you say that was debated within BellSouth for several months.

Why was that debated for several months?

A. Because the subject matter experts didn't agree whether or not it would work in that particular service.

Q. And it took several months to resolve that?

A. That's correct.

Q. Well, on page 10 of your testimony, line 19 -- no, actually line 18, you say: BellSouth acknowledges it had some difficulties and problems along the way.

Are those the same problems that we have already discussed?

A. Right.

Q. Okay, the sequencing and I've forgotten the other two that you mentioned -- sequencing, translation, and order issuance problems; is that right?

A. Right.

Q. Now, you also have some comments to make about Ms. Welch's testimony, right?

A. Right.

Q. And you say she is confusing EDI and LENS; is that correct?

A. Yes.

Q. Do you know how many times Ms. Welch or her employees have used EDI and LENS?

A. No, I don't know that. I mean, I know they use LENS, I don't know whether they use EDI or not. I don't think they use EDI.

Q. Are you saying -- I'm trying to understand. Are you saying that EDI does not have processing exceptions, but that LENS does?

A. What I was referring to there is that EDI by itself is an order interface, not a pre-ordering interface.

Q. Well, so does EDI not have processing exceptions or does it?

A. I'm sure there's services they can't be awarded through EDI.

Q. Okay.

A. I don't have a list of all of them, but I know there probably are.

Q. But you don't know which services those are?

A. No, just kind of generally.

Q. Now, on page 10, you say that BellSouth is --

no, you say, Frankly, BellSouth is surprised by Ms. Welch's confusion, given the in-depth discussion held between account team members and Ms. Welch on October 1.

A. Right.

Q. Okay. What BellSouth account team members were involved in that discussion?

A. Wayne Carnes and Cheryl Storey (ph).

Q. Anybody else?

A. There may have been, but those are the two that I remember.

Q. Were you involved?

A. No, I wasn't.

Q. So the surprise is, what, related to you from these employees?

A. That's correct.

Q. What kind of discussions were held?

A. From what they described to me, very detailed discussions about what the capabilities were for each of the interfaces.

Q. I'm sorry, could you repeat that?

A. I said, from what they conveyed to me, very detailed discussions about the capabilities from each of the interfaces.

Q. So it's your understanding that they told Ms. Welch what they believed each of the interfaces could

do?

A. That's correct.

Q. And now they are surprised because Ms. Welch says that they don't do that; is that what you're trying to convey?

A. No. What I was trying to convey is that the things that she mentioned as problem areas were more akin to LENS than they were EDI.

Q. Okay.

A. So it appeared to us that she was confused between the two interfaces.

Q. Do you know how long this in-depth discussion was?

A. No, I do not. My impression was it went more than an hour.

Q. More than an hour?

A. Yes.

Q. And is that based on Mr. Carnes and is it Ms. Storey's accounts to you?

A. Correct.

Q. On page 10 -- let me see if I can get the line -- you're responding to Mr. Ripper's comments that in his view, BellSouth has done everything in its power to prevent TCCF to be successful in the marketplace, and understandably you take issue with that.

Are you aware that it now appears to be BellSouth's position that BellSouth had no obligation to provision ESSX other than, I guess it would be May 29 and 30 of 1996?

A. I understand that.

Q. So why did BellSouth go to all this trouble that you describe, I guess, on lines 12 through 23, to try to help TCCF?

A. Because at the time we thought that that was part of our obligation to TCCF.

Q. I think we have already talked a little bit about the adjustments and so I just want to be sure the record is clear. There was a settlement in April of 1997, correct?

A. That's correct.

Q. And it's your position that this October correspondence that we discussed represents some other sort of adjustments; is that right?

A. That's correct.

Q. Any other adjustments or settlements that you are aware of?

A. I know that after the April settlement, Mr. Ripper had some issues with some of the late payment charges that were being assessed to him. There was some agreement to adjust those charges.

Q. Those weren't related to ESSX, were they?

A. Well, probably some of the billing was for ESSX. It really related to the bill not being paid.

Q. Right, it was a late charge dispute, right?

A. Right.

Q. Okay. Now on page 9, line 20, the question is: Did you advise Ms. Welch not to implement EDI as indicated in her testimony.

A. We gave a recommendation based on our knowledge of the TCCF business need and their aversion to do double-keying that we felt like the new TAG interface may be more suitable for their business needs.

Q. When the question is did you advise Ms. Welch, was that you, Mr. Cathey, that talked to TCCF about EDI?

A. No. Her testimony reflected a conversation she had with Mr. McRae and Mr. Wilburn.

Q. Okay. So you weren't the person that had that discussion with her, right?

A. That's correct.

Q. Mr. Cathey, do you know whether members of TCCF's account team ran cost comparisons between ESSX and Multiserve and then I guess ESSX and Multiserve plus?

A. Cost or price?

Q. Well, did you do either?

A. I ran price comparisons between the two.

Q. Did you have responsibility for that or someone that reports to you?

A. Somebody who reported to me did.

Q. Okay. So who was it that did those price comparisons?

A. To the best of my knowledge it was Lorraine Thrasher (ph) and Tom Bolding. And we also looked at it later with Mr. McRae.

Q. And who requested the comparisons?

A. Some that we did to just figure out whether indeed there was a higher price for Multiserve and the other at a request from Mr. Hendrix.

Q. Mr. Hendrix requested that you run a cost comparison?

A. Yeah, when we were looking at their contract being negotiated, that being an issue, somebody asked the question of, you know, would it really be an increase for him.

Q. How many of these comparisons were done, Mr. Cathey?

A. I've seen two of them.

Q. When was the first one done?

A. I just have to make a guess.

Q. Okay.

A. Probably around the summer of '97.

Q. The summer of '97?

A. Yep.

Q. Was that before or after you met with Ms. Welch in Atlanta?

A. That was probably before.

Q. Okay. So one was done in the summer of '97; and then when was the second one done?

A. I'm going to say like late '97, early '98, somewhere in there.

Q. I'm sorry, could you repeat that?

A. Late '97, early '98.

Q. Let's talk about these individually. The first one that was performed in the summer of '97, can you summarize what the results were?

A. I really have to look back at it. I think what it generally showed is that the configuration that TCCF had requested would probably be priced higher under the Multiserve arrangement than under the ESSX arrangement.

Q. Okay. So what they wanted would cost more under Multiserve. Do you know what the percentage increase would be?

A. I don't remember what the exact increase would be.

Q. Do you have a ballpark?

A. No, I just remember that it was higher. The

thing that gets, I guess gets complicated with trying to do an apples-to-apples comparison is that there's a mileage component associated with the way the services are priced. And it's done differently for Multiserve than ESSX, so therefore it would really almost depend on the individual end-user TCCF was trying to serve as to specifically what the differences in the pricing would be.

Q. But the first one you ran showed that the Multiserve was more costly?

A. Generally I think on an average. But again, you almost have to take an end-user specific application in order to make a true judgment on that.

Q. Then another cost comparison was run, did you say, in late '97, early '98?

A. Yep.

Q. And what was the result of that?

A. The results of that showed in some cases that actually Multiserve would be cheaper than ESSX; but again, with that mileage component being a variable, it was really hard to draw a comparison, a specific comparison.

Q. If your comparison shows that in some instances Multiserve would be cheaper than ESSX, why wouldn't TCCF just race to sell that service? Why would they want to

keep on reselling ESSX?

A. I think it was TCCF's impression that ESSX was probably cheaper, which gave them more specific optional capability, I guess, in the packaging approach about it.

Q. Do you disagree that there is about, ballpark, a 40 percent price differential between ESSX and Multiserve?

A. I don't know that to be a fact. I mean, I've seen that in some of their correspondence.

Q. So you don't know if that's true or false?

A. No, I don't.

THE COURT REPORTER: Whose correspondence?

BY MS. KAUFMAN:

Q. Yes, whose correspondence, I'm sorry?

A. (No response.)

Q. You said you saw that in someone's correspondence and we didn't catch the name.

A. It seems like I saw that in something that TCCF alleged that -- maybe it was in its testimony review or something.

Q. Back on the cost comparisons, Mr. Cathey, who received copies of those at BellSouth?

A. I did. Of course the account manager generated them with the systems designer. I can't specifically remember who actually received a copy, but I would

probably doubt that it was a very broad audience.

Q. Did Mr. Hendrix get one?

A. I cannot remember, to be honest with you. It's been quite sometime ago.

Q. So I thought you said that he had requested that the comparisons be run?

A. Yes, based on my recollection, he had.

Q. Well, if he requested it, wouldn't he have been given a copy?

A. Well, he very well may have just communicated to him what the result was. Maybe we did an actual study.

Q. Were there any meetings held at BellSouth in which these cost comparisons were discussed internally?

A. No, other than just between the systems designer and account manager and myself, sales director.

THE COURT REPORTER: What director?

THE WITNESS: The sales director.

THE COURT REPORTER: Thank you.

BY MS. KAUFMAN:

Q. Have you had any involvement -- and I guess you have, but I should ask you this. Have you had any involvement in what we will call the renegotiation of the TCCF agreement?

A. Not really, other than to communicate a

proposal that Andrea, excuse me, Ms. Welch had made.

Q. Okay. I guess you're talking about this conversation at the Atlanta Braves game?

A. That's correct.

Q. And that was in June of 1998?

A. I believe that's right around that time period.

Q. Did you tell Ms. Welch that you would talk to Mr. Hendrix about the TCCF ESSX situation?

A. Yeah, I did.

Q. And did you also tell her that you felt certain that you and, I guess, your staff could convince Mr. Hendrix to honor BellSouth's commitment to provide ESSX to TCCF?

A. I don't think so.

Q. You never said that to her?

A. No. I did convey to her that I would take her request to the negotiation team. I mean, it was really their call to do that, not mine.

Q. And you never told Ms. Welch you would talk to Mr. Hendrix and see if you could get him to honor BellSouth's commitment?

A. That I would get back with Ms. Welch and tell her I did; is that what you're asking?

Q. No. I just want to confirm that your testimony here under oath is that you never indicated to Ms. Welch

that you would try to talk to Mr. Hendrix about having BellSouth honor their commitment to provide ESSX?

A. No, I think that I said that I would talk to Mr. Hendrix. You know, I didn't commit to her that I'd do it in terms that BellSouth would come back and agree to it.

Q. Okay. Let me say the question again. I'm just asking you if during this conversation with Ms. Welch, that you told her that you or your staff would attempt to convince Mr. Hendrix that BellSouth should honor its commitment to TCCF to provide ESSX?

A. (No response.)

Q. I just want to know if you told her that.

A. No.

Q. Did you ever discuss the TCCF ESSX situation with Mr. Hendrix?

A. Yes, I did.

Q. Did you talk to him more than one time about it?

A. Yes, I did.

Q. Okay. How many times did you and Mr. Hendrix discuss this situation?

A. Of course we have had several discussions even before the June period. I've probably talked to him at least four or five times.

Q. Now, were these, I guess, face-to-face discussions?

A. And telephone.

Q. Okay. How many face-to-face discussions have you had with Mr. Hendrix?

A. I don't remember.

Q. So, okay, total telephone and face-to-face, how many times have you discussed this?

A. I would say maybe four or five times.

Q. Okay, four or five. And you just don't remember how many were in person or by phone?

A. Not only would we talk ESSX, but there was a particular issue that I would talk to Hendrix about that.

Q. When you met with him face-to-face, was anybody else in the meeting?

A. I believe Mr. Hendrix was a part of a meeting we had with Mr. Ripper in Atlanta back in September, late August of '97.

Q. Okay.

A. I probably have had some private conversations with Mr. Hendrix. I'm sure I have had some conference calls where some other members of my team were present, but I don't remember other people being involved.

Q. Okay. When you say other members of your team, who would that be?

A. People on the TCCF account.

Q. Mr. Carnes and Mr. Wilburn?

A. Yeah.

Q. Okay. Now, in your discussions and meetings with Mr. Hendrix, did you, between the two of you, come to some sort of agreement or resolution as to how the ESSX issue was going to be addressed?

A. Again, our conversation took part over a 16-, 18-month period of time. Some things were happening at different -- we had our conversation. Specifically on Ms. Welch's proposal, Rick's response was that we would not extend the price points for the ESSX product.

Q. Was that Mr. Hendrix's call?

A. Yes, it is. It's his responsibility.

Q. I guess you -- it sounds like you have discussed the TCCF situation. You've discussed it with members of the account team, haven't you?

A. Oh, absolutely.

Q. And you've discussed it with them numerous times?

A. Certainly as different issues arose, we would talk about it.

Q. Do you know if the members of your account team think that BellSouth has successfully provisioned ESSX for TCCF?

A. In which arrangement?

Q. In the arrangement they have requested, Mr. Cathey.

A. I believe we have, by our own record. There are embedded basic customers that are in ESSX today, converted successfully customers to the ESSX product.

Q. Okay. Here's the question Mr. Cathey.

A. And --

Q. I'm sorry. Go ahead and finish.

A. -- in the nonstandard arrangement, to my knowledge, TCCF never sent an order in to put service on it. I would say no, it didn't do it on that.

Q. Okay. But the question that I asked you was: Do members of the TCCF account team, do they believe or do they feel that BellSouth has successfully provisioned ESSX to TCCF?

A. (No response.)

Q. If you know.

A. The answer is yes.

Q. You think your account team people think it's been done correctly?

A. Acknowledging that we had some operational difficulty in some cases, yes.

Q. I didn't quite understand that last response.

In some cases, yes, they do; in some they

don't?

A. My rebuttal testimony shows that we negotiated settlement agreements with TCCF because we did have operational problems and I'd say my team would agree and concur with that as part of those communications.

Q. Well, let me ask you it this way, because we do have a lot of time covered under this dispute: If we asked members of your account team today --

MS. KEYER: Vicki, would you please let the witness finish his answer?

MS. KAUFMAN: I'm sorry, I thought you were finished.

MS. KEYER: He was still talking when you interrupted.

MS. KAUFMAN: Okay. I'm sorry, go ahead.

MS. KEYER: He was still talking.

THE WITNESS: What I was saying is that we acknowledged there were some operational difficulties. That's why we had settlements in place with TCCF. Also I'd say my team would acknowledge that there were some successful conversions into ESSX.

BY MS. KAUFMAN:

Q. Okay. Are you finished?

A. Yes, I am.

Q. All right. What I was going to say is if we talked to the members of the TCCF account team today, do you think that they would feel that BellSouth had successfully provisioned ESSX? And I'm not talking about events that occurred prior to the settlement.

MS. KEYER: I think he just answered that question, Vicki.

BY MS. KAUFMAN:

Q. So your answer would be yes?

A. Yes and no.

Q. Yes and no?

A. I just explained that, but I'll do it again if you'd like for me to.

Q. Well, I heard you talking about the settlement. And I want you to put that aside and I want to know what your no reference refers to if we talk to these gentlemen today.

A. I would say no in that we had some operational difficulties associated with some of the ESSX conversions.

Q. Postsettlement or after the settlement?

A. Yes, we even had some after the settlement as well.

Q. Are you familiar with a situation that occurred, I guess it's Thanksgiving 1998, with the TCCF

ESSX customers?

A. What?

Q. Excuse me?

A. Problems?

Q. I'm sorry, we can't hear you.

A. You'll have to refresh my memory.

Q. Well, are you aware that all of the ESSX customers lost their long distance service the day before Thanksgiving?

A. I believe I do have some awareness of that.

MS. KEYER: Did you say all ESSX customers?

MS. KAUFMAN: I mean, TCCF ESSX customers.

MS. KEYER: Are you saying all of TCCF's ESSX customers?

MS. KAUFMAN: Yes.

THE WITNESS: I can't --

BY MS. KAUFMAN:

Q. You were not aware --

A. I have knowledge that there was -- accounting, they did tell me of a problem that occurred.

Q. What was the problem, do you know?

A. I can't remember the specifics, to be honest with you. Mr. Wilburn could probably give you --

Q. Do you know how long these customers were without service?

A. I don't remember.

Q. Do you think it was in the neighborhood of four to five days?

A. That would be something I would have to ask Mr. Wilburn about. I did not get that specific call from TCCF. I believe he handled that as an escalation.

Q. Okay. So I guess you're saying that you don't know?

A. I just don't know.

Q. Okay.

A. We had a lot of problems with long distance and a lot that because of the arrangements that TCCF had with its carriers that are not working.

Q. So you think that the disconnect had something to do with the long distance carrier; is that what you're saying?

A. I'm saying that last year there were opportunities for TCCF's customers not to have a long distance carrier. That was some of the situations they had on their side.

Q. That's not what happened at Thanksgiving 1998, though, was it?

A. I don't know.

Q. Are you aware that TCCF has filed for bankruptcy or that they are in Chapter 11?

A. Yes, I was made aware of that.

Q. When did you first find that out?

A. Well, actually I had a lot of the details through a newspaper article, seemed like that came out down in Orlando. Ms. Welch, also, during the June meeting that we previously discussed, she also filled me in on a lot of the details. Also, Mr. Ripper, when I last saw him in Orlando, also gave me a good bit of behind the scenes on it.

Q. Do you know when you first heard about the bankruptcy filing?

A. Not the specific time. All that I remember getting was a facsimile of the newspaper article from an Orlando paper.

Q. Have you ever participated in any meetings at BellSouth where the bankruptcy was discussed?

A. After the bankruptcy was filed, I did have some discussion about it and the possible implications on our business relationship.

Q. And who did you discuss it with at BellSouth?

A. Steve Vinsavich, a conversation with.

Q. Just Mr. Vinsavich?

A. As well as Jerry Hendrix.

Q. You discussed the bankruptcy filing with Mr. Hendrix?

A. It seems like probably I did.

Q. Okay. And what was the substance of the conversation?

A. Really just to the particular event itself and whether or not that had an impact on our business relationship going forward as well as their eventual affect on our receivables.

Q. Did that meeting take place with the three of you in person or was it a conference call?

A. Probably just an individual telephone conversation.

Q. So you had one call with Mr. Hendrix and then a different call with Mr. Vinsavich?

A. Yeah, that's how I remember it.

Q. I'm going to turn back now to page 9 of your testimony --

A. Okay.

Q. -- and that passage where, we have already discussed this, the advice to Ms. Welch not to implement EDI.

A. Right.

Q. And that was because TAG was going to be

customers.

Q. So I guess based on that, you would agree that there are problems with the current OSS systems?

A. I would say that the OSS's have been an evolving interface, and both CLEC and BellSouth have really worked hard over the last couple of years in order to get the right capabilities in the CLEC's hands.

Q. But do you agree that there remain problems?

A. I know that there are occasional problems with OSS's, but again, I can't talk to you in realities. You've got to get more specific.

Q. Do you think that one place to get that specific information would be from the CLEC's that are trying to use the systems?

A. Yeah, that may be one place to get it from.

Q. If you would just give us a moment, I think we can wrap this up.

A. Sure.

MS. KAUFMAN: I think that's all we have, Mr. Cathey.

MS. McKINNEY: I don't have any questions for Mr. Cathey.

MS. KEYER: I don't have any questions either.

MS. KAUFMAN: Okay. Then I think that concludes Mr. Cathey's deposition.

(Whereupon, the deposition concluded at 12:55 p.m.)

STIPULATIONS

It is hereby stipulated and agreed, by and between counsel present at this deposition, that the reading and signing of this deposition would be not waived, that no off the record discussions would be held without the consent of the deponent, that all objections except as to the form of the question would by reserved, and that this deposition was properly noticed.

TRANSCRIPT TRANSMITTAL SLIP

TO: Mary K. Keyer, Esquire

DATE: January 18, 1999

IN RE: TCCF's Petition for Item Resolution

DEPOSITION OF: Marcus B. Cathey

ENCLOSED PLEASE FIND THE ORIGINAL ERRATA SHEET ALONG WITH A COPY OF THE ABOVE TRANSCRIPT FOR READING AND SIGNING FOR ANY NECESSARY CORRECTIONS.

ALSO NOTE, IF THE CASE SETTLES, YOU MUST STILL COMPLETE READING AND SIGNING OF THE TRANSCRIPT.

PLEASE SUPPLY ALL PARTIES WITH ANY CORRECTIONS TO THE DEPOSITION TRANSCRIPT.

IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CALL.

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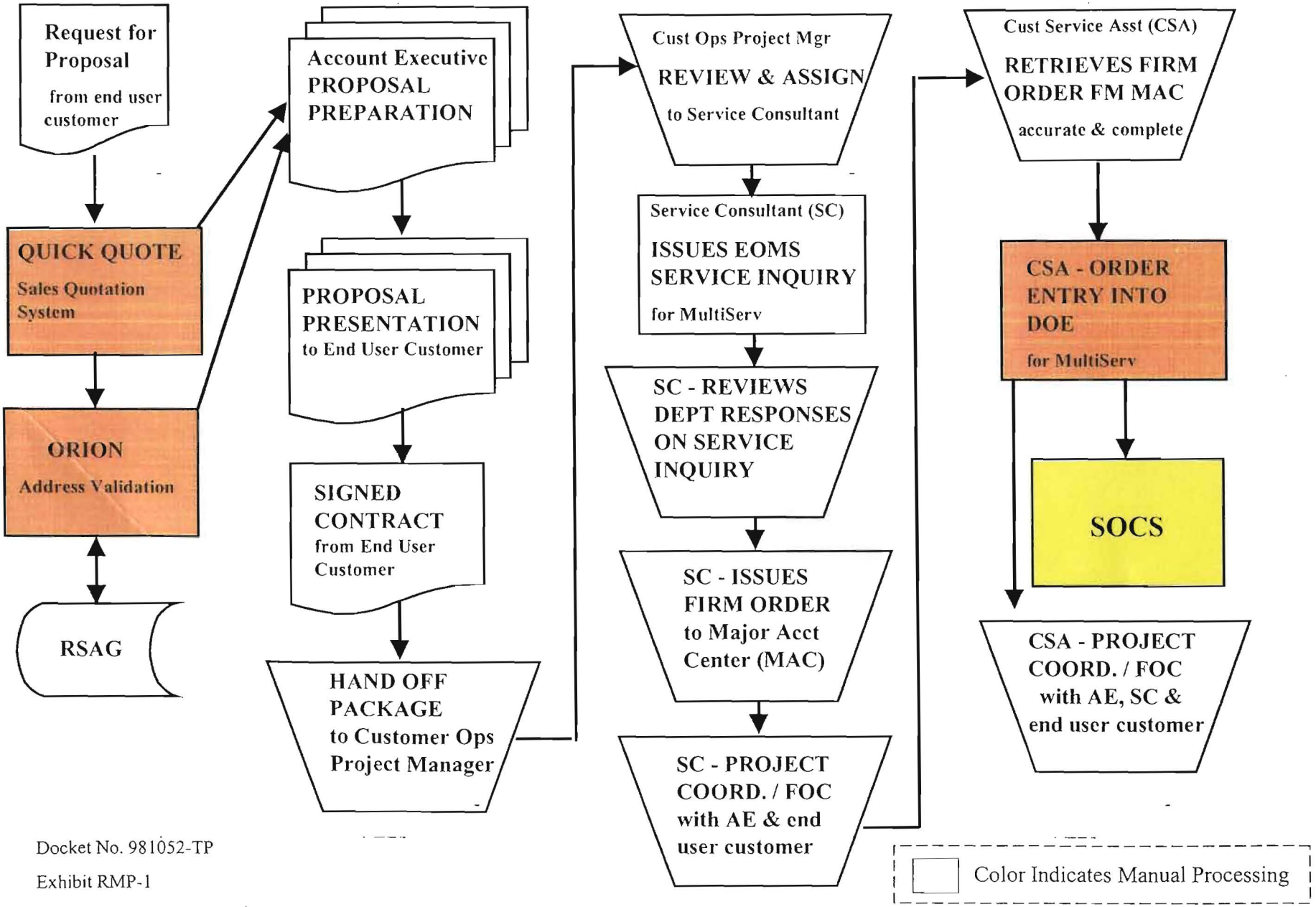
Enclosure

cc: Vicki Gordon Kaufman, Esquire
June McKinney, Esquire

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET
NO. 981052-TP EXHIBIT NO. 24
COMPANY/
WITNESS: Pate
DATE: 2-9-99

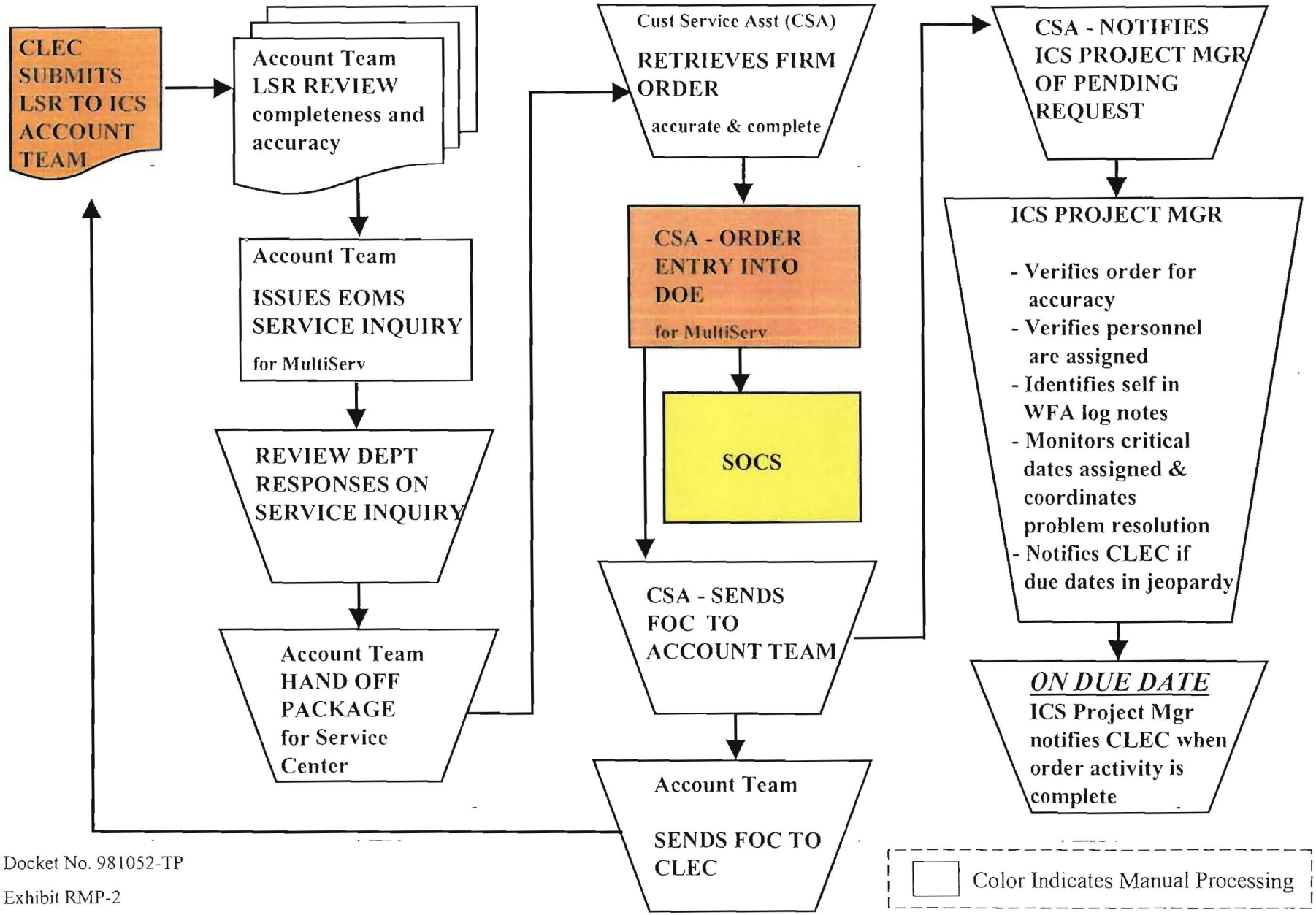
BST RETAIL: Complex Services - MultiServ



Docket No. 981052-TP

Exhibit RMP-1

BST WHOLESALE: Complex Services - MultiServ



Docket No. 981052-TP

Exhibit RMP-2

HAND DELIVERED ON

INTERROGATORY:

What is the average telecommunications customer service experience (in months) of the current service representatives employed in the LCSC?

ANSWER: The average telecommunications customer service experience of the current service representative employed in the LCSC is 31.87 months.

ANSWER PROVIDED BY: Toby Pearson
Manager-Human Resources
2310 Parklake Drive
Atlanta, GA 30345

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 25
COMPANY/ WITNESS: Pate
DATE: 2-9-99

INTERROGATORY:

What is the average telecommunications customer service experience (in months) of the current service representatives employed in BellSouth's retail customer service centers?

ANSWER:

The average experience level of Consumer service representatives is:

0-2 months - 27
3-5 months - 62
6-11 months - 681
1 year - 253
2 years - 62
3-4 years – 132
5-9 years - 472
10-14 years - 249
15-19 years - 163
20-24 years - 83
25-29 years - 33
30-34 years - 1
35-39 years - 0
40+ years - 0

ANSWER PROVIDED BY: Gayle Creekmore
Manager-Consumer Services Human Resources
675 West Peachtree Street
Atlanta, GA 30375

ANSWER: (Cont.)

The average experience level of Florida Small Business Service Representatives is 115.04 months.

The average experience level of Florida BellSouth Business Service Representatives is 47.6 months.

ANSWER PROVIDED BY:

Diana H. McRoberts
Manager-Small Business Services
675 West Peachtree Street
Atlanta, GA 30375

Loren McAnally
Manager-BBS Human Resources
1800 Century Blvd.
Atlanta, GA 30345

EXHIBIT NO. _____

DOCKET NO: 981052-TP

WITNESS: RONALD M. PATE

PARTY: BELLSOUTH

DESCRIPTION:

1/15/99 DEPOSITION TRANSCRIPT

PROFFERING PARTY: STAFF

I.D. # RMP-3

FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 981052-TP EXHIBIT NO. 26
COMPANY/ WITNESS: Pate
DATE: 2-9-99

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Telephone Company of Central Florida, Inc. for resolution of items under dispute in resale agreement with BellSouth Telecommunications, Inc.

COPY

Docket No.: 981052-TP

Filed: January 5, 1999

TELEPHONIC DEPOSITION OF:	RONALD M. PATE
TAKEN:	Pursuant to Notice Instance of TCCF
DATE:	January 15, 1999
TIME:	8:35 a.m. to 10:40 a.m.
PLACE:	TCCF 3599 West Lake Mary Blvd. Suite E Lake Mary, Florida
BEFORE:	TRINA SEMINO, RPR Stenographic Court Reporter and Notary Public State of Florida at Large

BUREAU OF REPORTING

RECEIVED 1-20-99

APPEARANCES

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850-413-6236
Via Telephone

Attorney for Florida PSC

ALSO PRESENT: Elder Ripper, III
Kenneth Koller
Andrea Welch

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WHEREUPON,

RONALD M. PATE,

having been first duly sworn to tell the truth, the whole truth, and nothing but the truth, testified as follows:

DIRECT EXAMINATION

MS. KAUFMAN: Mary, we are going to have our usual stipulations?

MS. KEYER: Yes.

BY MS. KAUFMAN:

Q. Mr. Pate, are you ready to go?

A. I'm ready.

Q. Okay. Can you state your name and address for the record, please?

A. Name is Ron Pate. My address is 675 West Peach Street, Atlanta, Georgia.

Q. And I apologize. I should have introduced myself since we never met. I'm Vicki Gordon Kaufman. I'm the attorney in this case for the Telephone Company of Central Florida.

Mr. Pate, you filed just Rebuttal Testimony in this docket; is that right?

A. That's correct.

Q. Do you have any changes or corrections to the testimony that you filed?

A. No, I do not.

Q. Do you have any changes or corrections to the exhibits that are attached?

A. No, I do not.

Q. Did you bring materials with you to your deposition that you relied on in preparing your testimony?

A. Yes, I did.

Q. Since we are not in the same place, can you tell me what you have brought with you?

A. Certainly, I have four items that I brought.

Q. Okay.

A. The first item is the Affidavit of William Stacey that was filed in the Louisiana, Louisiana Petition FCC.

Q. You mean your 271 --

A. That's correct.

Q. -- application to the FCC?

A. I think that was docket 98-121.

Q. Okay.

A. I also have Mr. Stacey's Reply Affidavit under that same docket.

Q. All right.

A. The other item I have is the TCCF Data Request that was filed in Louisiana. That was docket number U-23608.

Q. You mean the data request from TCCF to you?

A. That's correct.

Q. Okay, I thought you said you had four things?

A. The final thing is an Alabama PSC docket number 25835, which is a response update to Alabama and Louisiana.

Q. I'm sorry, I didn't understand what that last item was, except it had something to do with the Alabama PSC.

A. Yes, it was in response to the Alabama commission as a result of the Louisiana order on various things. And I have the data request format. That docket number there is 25835.

Q. Okay. This is some sort of a response that BellSouth had to make to the Louisiana Public Service Commission?

A. No, it's Alabama.

Q. Oh, Alabama, I'm sorry. So it was a response that you had to make to that commission?

A. That's right, it's October 15, 1998.

THE COURT REPORTER: Sir, could you slow down a little bit because the speakerphone -- I don't know if you're too close or what, but there is some feedback. Could you slow down your speaking for me?

THE WITNESS: I'll do my best. Tell me if I'm

too fast.

BY MS. KAUFMAN:

Q. And does that fourth item, the Alabama Response, does that have something to do with OSS?

A. Yes. I went back to the sections that were specific to OSS. There was some, many issues, but I was just focused on OSS.

Q. Okay. Can you go back to the first affidavit of Mr. Stacey. What's the date on that?

A. Hold on.

July 9, 1998.

Q. Okay. And what about the reply?

A. August 28, 1998.

Q. And would I be correct, having seen Mr. Stacey in Florida, that these affidavits have something to do with your OSS systems?

A. Yes.

Q. Okay. And these were in support of your petition for Louisiana to the FCC that was denied?

A. That's correct.

Q. Okay. Do you have any other materials that you relied on in preparing your testimony?

A. No, I do not.

Q. Did anybody assist you in preparing your testimony?

A. Yes, I have some people that assist in my testimony.

Q. And who would that have been?

A. Their names?

Q. Yes, sir.

A. Caroline Watkins.

Q. Watkins?

A. That's correct.

Q. And what is Ms. Watkin's position at BellSouth?

A. She works in the group where I work, and her role is in just doing various research and testimony preparation and assistance, various OSS-related items.

Q. Does she have a job title? What is her position?

A. Her title is just a manager, which is a common title for any positions at BellSouth.

Q. Does she report to you?

A. Not directly, no.

Q. Who does she report to?

A. A lady by the name of Kathy Wilson Chu. Works in the same group as I.

Q. What was -- it was Kathy Wilson what?

A. Chu, C-h-u.

Q. Chu, okay.

Mr. Pate, your testimony in the very beginning,

page 1, line 11 I guess, says that you are a director, Interconnection Services; is that right?

A. That is correct.

Q. How long have you had that position, sir?

A. Approximately eight months.

Q. We'll come back to that in a minute.

What position did you have with BellSouth prior to being director of Interconnection Services?

A. I worked in our retail division for three years, small business retail division; there, as a manager. The official title was geographic market manager.

Q. What were your duties in that position; is that a sales position?

A. No, it is not. It's a position more dealing with taking a look at our markets. I worked specifically for three states and focused on our overall service delivery, take a look at our systems, how we interfaced from a regional side with our network, take a look at our ordering and provisioning, both maintenance interfaces and working with the overall network organizations to provide, you know, maximize our best delivery through our service to the customers.

Q. And that dealt with your retail customers?

A. For small business, that's correct.

Q. What states were you responsible for?

A. Alabama, Louisiana, Mississippi.

Q. Okay. So you didn't have any responsibilities in Florida?

A. I did not.

Q. Okay.

A. That was it; the three were my focus.

Q. And when you were talking about the ordering and provisioning systems that you dealt with, those are the ones that BellSouth uses for their retail customers?

A. That is correct.

Q. Okay. What position did you have prior to your position with the retail division?

A. I worked at human resources in our training and organizational design areas.

Q. How long did you do that?

A. Approximately three years.

Q. Okay. What was your -- did you have a title during that time in the human resources department?

A. Manager.

Q. Manager. That's sort of a catchall, huh?

A. It really is.

Q. Okay. What were your duties in the human relations department?

A. It primarily focused around training and how

it -- let me go to how it initiated and I'll tell you a few things that I was involved with in those three years. Initially I was working on our overall initiative for quality. I was one of those individuals that was apparently used as a master trainer: I trained trainers for overall concepts around quality, which included things such as process improvement.

Q. When you talk about you trained trainers, are these trainers trained BellSouth employees?

A. That's correct.

Q. Okay.

A. And then it also entailed the organizational design, a lot of internal consulting, for lack of a better term, where I would go and work with these individuals as they were working with various teams and groups and learned how to facilitate and use various creative tools to assist whatever that team's objectives are.

Q. Did any of that work in the human resources department, did that have any relationship to OSS?

A. Only through the sense that I would get involved with some teams periodically that might be working on projects, that I helped them understand how to take a look at it from using some creating tools, workload process and so forth.

Q. But it didn't have anything to do with you either implementing, or designing, or troubleshooting any of the OSS systems?

A. No, not really.

Q. I should have asked you that in your prior position. I guess you said when you were in the retail division, you did deal with the ordering and provisioning on the retail side?

A. Yeah, most definitely.

Q. Okay. What position did you hold prior to your human resources position?

A. I was on our regulating side with a company who we owned at that time called BellSouth Financial Services, as a sales manager.

Q. As a sales manager?

A. That's correct.

Q. And how long did you have that position?

A. Approximately five years.

Q. And what did that involve, selling the financial services of that company?

A. What it involved was we worked closely with our complex account teams. We were the financial arm around the financing, typically of major PBX systems, that would be sold through BellSouth accounting.

Q. So if a customer wanted one of these systems,

you assisted in the financing?

A. Yes.

Q. And that position didn't have anything to do with OSS implementation or design, did it?

A. No, it did not.

Q. See, I should have been writing this down by years, but I guess we are about to 1989 now?

A. Actually I joined in '87.

Q. You joined BellSouth in '87?

A. That's correct.

Q. So did you have a prior position to your financial management position?

A. Yes.

Q. Okay. And what was that?

A. Well, there were several with the company, but the one specifically prior to that was commercial leasing, one by the name of Norwest Financial Leasing.

Q. Is that related to BellSouth?

A. No, that related to the leasing of various commercial equipment. That's how I got introduced to BellSouth.

Q. So was your first position at BellSouth with the BellSouth Financial Services company?

A. That's correct.

Q. Okay.

A. That was my first position with BellSouth.

Q. Now, right now you are the director of Interconnection Services and you said you've been in that position for eight months, right?

A. Approximately; I think we are going on number eight right now.

Q. Okay. Tell me what your duties are in that position; what do you do?

A. Well, I deal more with the regulatory issues associated with our OSS systems. I'm sort of a regulatory interface, understanding what the issues are and to help put definition around those issues, and derive that back to what we need to do from our OSS standpoint.

Q. So your primary responsibility is to identify regulatory issues that are related to OSS?

A. That's a piece of it. I mean, let me wrap some more words around that. My focus is from the regulatory front: I attend various hearings for trying to understand, as I deal with our customers, our CLEC customers such as ECCS, understand from their standpoint what the issues are. I'll look at things like Louisiana 2 order. I'll look at things such as other states outside of our region, understanding what the OSS issues are. That, and to a definition of terms as to

what we need to do at BellSouth.

THE COURT REPORTER: Sir, can I ask you to slow down again because it's a little hard to hear with the speakerphone and you are speaking very fast.

THE WITNESS: Okay.

THE COURT REPORTER: Thank you.

BY MS. KAUFMAN:

Q. Who do you report to, Mr. Pate?

A. I report to Keith Milner.

Q. Oh, I know Mr. Milner, he's also been in Florida.

Do you have any employees that report to you?

A. No, I do not.

Q. I think you mentioned in your testimony that you have testified before the Louisiana Public Service Commission, right?

A. That is correct.

Q. And how many times did you do that?

A. One time.

Q. And was that in the, your Louisiana 271 application?

A. No, it was not.

Q. Okay. What kind of proceeding was it?

A. The PSC requested me to come and be a witness on their behalf. They were dealing with a slamming case

against another CLEC.

Q. Okay. So it related to slamming?

A. That is correct.

Q. It didn't have anything to do with OSS?

A. No, no, I didn't say that.

Q. Okay.

A. They asked me to come and speak to, around the OSS issue, and to demonstrate how easy it is if this particular, that we were talking about, if they weren't good on their own quality controls, how they could slam the customer using our OSS's.

Q. Okay. So the purpose of your testimony was to tell the Louisiana commission how an unscrupulous carrier could utilize OSS to slam customers?

A. Yes.

Q. When was that, sir? When did you give that testimony?

A. Oh, gee. I think that was in the October time frame. I'd have to look at my calendar. I think it was October or November, early November.

Q. Of 1998?

A. That's correct.

Q. Mr. Pate, have you had any responsibility in dealing with TCCF as to their current resale agreement?

A. No.

Q. Have you had any responsibility in regard to the renegotiation or in regard to the new agreement?

A. No, I have not.

Q. So that's not what you do, huh?

A. That is correct.

Q. Okay. On page 2 of your rebuttal testimony, sir, you say that BellSouth has made a variety of electronic interfaces available to the ALEC's, right?

A. Are you referring to lines 21 and 22?

Q. Yeah, exactly. BellSouth has made a variety of electronic interfaces available for pre-ordering and/or ordering.

A. That's correct.

Q. Okay. Then you describe them in your testimony, don't you? You describe EDI, TAG, and LENS?

A. Those are the three I describe in my testimony; that's correct.

Q. And on page 2, when you say that BellSouth has made a variety of interfaces available, those are the three that you are referring to?

A. Yes.

Q. Okay. I want to ask you if those three systems EDI, TAG, and LENS, are those the same systems that are used throughout the nine-state region?

A. Yes, they are used within the nine-state

system.

Q. So would you expect the experiences that carriers have in the nine Bell states to be similar?

A. Yes, I would.

Q. Okay. Would you expect fallout rates to be similar?

A. What do you mean by fallout rates?

Q. Well, why don't you define it? What is a fallout rate?

A. I put fallout rates into two separate distinct categories.

Q. Okay.

A. One is a fallout where, by definition, that type of order falls out. You can order it electronically, but it will fall out for processing in our local carrier's centers.

Q. You mean you would expect it to fall out; is that what you're saying?

A. That's correct; it does by definition.

Q. You order it electronically and then it falls out, okay.

A. The other fallout that I would define is fallout as a result from a processing, something's wrong. You may refer to it as just an error. It falls out and therefore has to require some type of work done on it.

Q. Okay.

A. Those are the two things I mean when I say fallout.

Q. On the second kind that you described, that you described a kind where there's some kind of an error, would you expect the fallout rates to be similar in the nine Bell states since they use the same systems?

A. Yes. The only clarification I've put on that is we have different quantities, obviously, from various states, so, to get the number of participants we have. But they should be experiencing the same general things, if that's what you mean.

Q. Okay. What state has the highest number of orders processed through your ALEC OSS?

A. I really do not know. We don't track it that way. We look at those on a regional basis.

Q. Okay.

A. I don't have any report that shows it to me or shows it in that way.

Q. So you don't know if Florida has more orders than Alabama?

A. No, I would be speculating. I do know we process a lot there, but it would be speculation because we don't have a report that shows it that way.

Q. Okay. Let's go back to the three systems that

you said in your testimony BellSouth has been made available to the ALEC's.

A. Okay.

Q. I just want to get a description of each one and what you think each one does. Tell me what EDI is supposed to do.

A. EDI is just an ordering system. So for EDI, a CLEC could interface to order right now substantially all the same things that a BellSouth retail unit can order, plus four complex services. Those are meant strictly for ordering.

Q. Okay. So EDI is an ordering system and it can process -- I think you described those four kinds of complex orders somewhere in your testimony?

A. Yes, I did.

Q. Okay. What about TAG?

A. TAG is a pre-ordering and ordering system, from machine to machine pre-ordering and ordering. So with TAG, you can do all the pre-ordering functionalities as well as ordering with a system that's designed to integrate it by the CLEC.

Q. And what about LENS?

A. LENS is a pre-ordering and ordering system. The pre-ordering is pretty much, does everything -- well, you can do everything in LENS that you can do in TAG, and

it has the ordering functions. The ordering functions are more limited than what you can do in EDI or TAG. EDI and TAG are what we refer to as our nondiscriminatory billing systems. LENS we do not present that way. It is primarily designed to help you with conversions from an ordering standpoint.

Q. Okay.

A. You can use it to do some other limited things.

Q. Okay. Let me back up. Did I hear you say that EDI and TAG are the systems that BellSouth represents to be the nondiscriminatory electronic interfaces?

A. For ordering, that's correct.

Q. And you don't put LENS in that category?

A. No, I do not.

Q. So you're not claiming that LENS is a nondiscriminatory electronic interface; is that correct?

A. For ordering, that's correct.

Q. Well, is it one for pre-ordering?

A. As far as pre-ordering is concerned, what we understand that to be, it's nondiscriminatory. It's everything you need to do from a pre-ordering standpoint.

Q. Okay. Just want to keep the terms straight.

Have you ever -- well, let me strike that.

Have you been out in the field with the CLEC's and observed these systems in operation?

A. Yes, I have.

Q. Okay. Can you tell me -- let's start out with -- I guess you would have to go -- did you go to your Birmingham or Atlanta processing system or did you go to a CLEC premises to observe these systems?

A. All three.

Q. Okay. Let's start with the Atlanta processing center. How many times have you observed these systems in operation there? And if it's all three or two, let me know what you've observed.

A. Well, let me make sure I understand your question.

Q. Okay. Let me start again because that was confusing; I agree with you.

What I want to know is -- and I'll break it up. Have you ever been to the Atlanta processing center and observed the processing of CLEC orders?

A. Yes, I have.

Q. Okay. And have you observed each of the three systems during that processing: EDI, TAG, and LENS?

A. I observed EDI and LENS. TAG we just rolled out.

Q. Okay. So you observed EDI and LENS in Atlanta.

How many times have you done that?

A. It's hard to put a number on that. I'm out

there all the time because that's where I'm located.

May not be the answer you want, but a bunch.

Q. A bunch in the eight months that you've been in this position?

A. It's part of my position. I'm constantly out there working with that staff to understand what they are doing, so I've observed -- there's been numerous days where I've done nothing more than go out there and sit with the people.

Q. Okay. How about the Birmingham center?

A. I've only made one formal visit over to the Birmingham center.

Q. Okay. And at that time, did you observe these OSS systems in operation, processing CLEC orders?

A. Yes.

Q. All three systems or just EDI and LENS?

A. The EDI and LENS. But I got to qualify that. When you observe those systems, the purpose of those systems is to electrically process so that the people aren't doing anything in the centers. So really what I'm observing is section processing or any manual processing they are doing for us.

Q. Now, I think you said that you've also visited CLEC sites; is that right?

A. That's correct.

Q. Okay. What CLEC's have you visited?

A. I guess I'm hesitant to say. That's kind of proprietary, which CLEC has asked me out there or I've spent time with.

Q. It's proprietary to tell me which CLEC you visited as to OSS?

A. It's proprietary to that CLEC.

Q. Why would -- well, maybe Ms. Keyer and I should discuss this. I don't know what would be proprietary about that.

MS. KEYER: Well, I think it's similar to the questions that I've asked, I've forgotten which one of your witnesses yesterday, about customers and customer names. And I think maybe if we could just -- if you want to refer to them as company A, B, C; however, I don't see that the name of the company is important.

MS. KAUFMAN: Okay. We will see if we can do it that way.

BY MS. KAUFMAN:

Q. How many visits have you made to CLEC premises, Mr. Pate?

A. One.

Q. One, okay. So company A, well, we will have that company. And when you were at company A, did you

observe that company using any of the three interfaces that we have discussed?

A. I observed them using EDI and LENS.

Q. When was this visit? You know, month, year would probably be sufficient.

A. I think it was September. It may have been August of this year.

Q. Okay. So August or September of 1998?

A. Correct.

Q. Okay. Did the CLEC have any difficulties utilizing -- did you say you did see EDI and LENS at this CLEC?

A. That's correct.

Q. Okay. Were there any processing problems that you observed?

A. Not due to systems. There are some things that we recommended to them for change in their internal way they were flowing the information entry; it was causing them problems. And anything else that we provided at that point, there was a team that was with me that focused on helping them. It was almost a brief to the things they were already trained on, helping them in actual life setting.

Q. So is your testimony that the systems were just working perfectly and that the problems, if there were

any, were due to the CLEC; is that what you're trying to say?

A. Yes. This is performed and the systems were designed from that observation.

Q. And you haven't visited any other CLEC's except this one, right?

A. No, that was my main role.

Q. Okay. Is it part of your role to deal with CLEC complaints in regard to the OSS systems?

A. Yes.

Q. Okay. Isn't it true that BellSouth is continually getting numerous complaints about the operation, or lack thereof, of these systems in the field?

A. What do you mean by numerous?

Q. I mean a lot, or a bunch as you said, as you said earlier.

A. I understand. I mean, I'm having trouble like you have trouble with my bunch.

Q. How many complaints has BellSouth received that you're aware of, Mr. Pate, about the operation of these systems?

A. (No response.)

Q. You know, if you can ballpark it, I understand that.

A. I'm kind of rambling through my mind here thinking, because I've done some of these. I'm going to say that there's probably less than ten intervenors that have complained. Sometimes they file those in multiple tapes, so it may be more than that in terms of complaints. But where there's a complaint levied specific to OSS but not including any 271 type issues within the states?

Q. Well, I'm sorry, I didn't mean complaint to mean only a formal filing with a public service commission.

A. That's the way I interpreted it.

Q. Okay. So there's been less than ten formal complaints filed and you're not counting the information that we have all heard in 271 cases, correct?

A. That's correct.

Q. Okay. What about just, since you work with your folks in these systems on a daily basis, how many, let's call them informal complaints or comments do you hear from CLEC's about the performance of these systems?

A. I'm sorry, could you repeat that, please?

Q. I doubt it.

Putting aside the people that have filed formal complaints with the Public Service Commission, putting aside the information presented in the numerous BellSouth

271 cases in regard to the lack of functionality of the OSS, when you work with the folks in your processing center in Atlanta, do you know how many, let's call them, informal complaints or comments BellSouth has received from CLEC's in regard to the functioning of these systems in the field?

A. No, it would be pretty -- it would be totally speculative for me to put any numbers or anything, a guess about that.

Q. You have received some, though, haven't you?

A. I don't receive them. My folks pretty much, from the issues that are raised in the regulatory, I'll use those to discuss them with others to interface more directly to our CLEC's. So I think from a validation standpoint what are they seeing, and they are pretty much the same issues.

Q. Okay.

A. I don't find anything new.

Q. Am I understanding you to say that you wouldn't be the person that would be hearing about these problems?

A. Not directly. I do not directly, day to day in my role, interface in the operational matters with the CLEC's. That's what people do in the local carrier service centers, LCSC's.

Q. So would it be, say, the account teams of the

individual CLEC's that perhaps would be receiving this input about the systems?

A. That should be their main point, exactly. If I get anything, it indirectly comes to my desk.

Q. Mr. Pate, have you ever tried to process an order through EDI?

A. In a test environment, yes.

Q. Not in a test environment; have you ever tried to process an actual order through EDI?

A. I worked on the test environment when I personally was on the system. I have observed others processing.

Q. Have you ever tried to process an order through TAG?

A. No.

Q. How about through LENS?

A. Only to test environment.

And let me clarify that with LENS when I say only the test environment. I've done many demonstrations, and will actually use someone's account with their permission. You call all the point to push the button, but we don't push it to process it. We don't want to, to do anything that might change that function. It's more for demonstration purposes.

Q. Do you know how many CLEC's are using the EDI

system?

A. I'd be guessing. I could get that number, but I don't have that with me.

Q. Would your answer be the same for TAG and LENS?

A. Yes.

Q. Okay. Do you know, using your second definition of fallout that we discussed earlier, you know, that orders that fall out due to an error, do you know the percentage of orders that fall out of LENS?

A. (No response.)

Q. I don't know if you have that on a monthly basis or however you would keep it.

A. We get a monthly report that comes out.

Q. Okay.

A. And again, I'd be speculating because I didn't bring any of that type of information; but, I mean, it's speculation. I don't have that with me.

MS. KAUFMAN: Mary, is that something that you claim is proprietary?

THE WITNESS: No, it's really not proprietary. There's a report that's out there on the, our website that you can see.

BY MS. KAUFMAN:

Q. Okay. Let's get late-filed exhibits, Mr. Pate. Now, how are these reports; you said they are

monthly?

A. Yes. CLEC's have access to this website. If you want to file it as exhibits, you can look at it through here.

Q. Well, I've asked you for a late-filed exhibit. Is it a region-wide report?

A. That's correct.

Q. Okay. And it will show, say, for the month of December?

A. This is the current month. We just filed December's today.

Q. Okay. But you have it for more than just December, right, you have it for the preceding months?

A. I don't. I'm sure somebody does.

Q. Okay. And would the same be true of EDI and TAG? You have similar reports for those?

A. This is a report that encompasses all.

Q. Okay. So one report shows the fallout rates of all the systems?

A. Yes.

Q. The three we have talked about?

A. Yes.

Q. Okay. Then let's call that Late-filed Exhibit Number 1. And can we call it a fallout report?

A. Okay.

Q. And let's say for October through December, 1998.

Is this report going to show us the volume of orders that were processed?

A. If you want to know the proper terminology, it's called the flow-through report. That's how the website has it.

Q. I'm sorry, called what?

A. Flow-through report.

Q. I still don't hear you.

A. Flow-through.

Q. Okay, flow-through.

A. That's what we usually call it out there.

Q. Okay, flow-through report.

Is it going to show us order volume?

A. Yes, it will.

Q. Just one second, Mr. Pate.

Is that -- you said that flow-through information is on the website?

A. That's correct.

Q. Okay. Now, you have some orders that I think BellSouth terms clarifications; is that right or is that the same as these fallouts that we have been talking about?

A. That's correct.

Q. Okay. It's the same, so there's not a different category of orders?

A. (No response.)

Q. There's not one category for clarification and one category for fallout; it's the same?

A. I'm putting that as the same.

Q. Oh, okay. Let me back up. There are two different categories of orders: One is for clarification and the another type is an order that falls out?

A. That's correct.

Q. And these, both of those are going to be shown in this report?

A. Thinking off the top of my head.

Q. I'm sorry?

A. I'm thinking from the top of my head on that report and trying to picture the report. I'm not showing the errors. I'm not sure if it shows you the ones that are just sent back for clarification.

Q. Do you have another report that indicates that?

A. I really don't know. There may be one, I just don't know.

Q. Okay. Well, let's call that Late-filed Exhibit 2. And if there's no such report, then you can just let me know that.

A. You're looking for a report that shows auto

clarifications; is that correct.

Q. Or any compilation of statistics. I mean, it doesn't have to be in a formal report, but I thought you had thought that it was included in the other report that you were going to provide?

A. I think it is. I just need to look at it.

Q. Okay. So what we will do is have Late-filed Exhibit 2, clarification report. And if it's included in Late-filed 1, obviously you can just say so.

A. Okay.

Q. Same time frame, October through December, '98.

Now, on page 3, Mr. Pate, of your testimony, beginning, I guess, at line 4 there, you say that Ms. Welch doesn't understand the purpose of the electronic interfaces that BellSouth has offered to the ALEC's; is that right?

A. Let me read that. Give me a second, please.

Q. It's on lines 3 through 11 of page 3.

A. Yes, that's what I say.

Q. Okay. Let's go through each one and maybe you can tell us what it is that Ms. Welch doesn't understand about the systems.

What is it that she doesn't understand about EDI?

A. Let's go back and find it in my testimony where

I try to respond.

Q. Okay.

A. My response should say something about her testimony.

Q. Take your time.

A. I'm referring to page 6 of my testimony, typically to EDI.

Q. Okay.

A. Specifically based on my reading of Ms. Welch, I'm responding back, as you can see, to the question that starts on line 5. It states that BellSouth and EDI does not process orders of more than six lines. Does not process adds, moves, or changes. From my response, starting on line 12, I say, no. EDI is the industry standard, machine-to-machine interface offered to ALEC's. It's always been able to process orders that are more than six lines, and adds, moves or changes.

THE COURT REPORTER: Sir, can you speak up and slow down again? I'm having a lot of trouble understanding you.

THE WITNESS: Sure.

BY MS. KAUFMAN:

Q. Do you have Ms. Welch's direct testimony available, Mr. Pate?

A. Yes, I do.

Q. Okay. Turn to her direct testimony at page 12, line 10.

A. (No response.)

Q. Are you there?

A. Not yet.

Q. Okay. Just let me know.

A. I am on page 12.

Q. On line 10, Ms. Welch says, EDI, Electronic Data Interchange, which when introduced, did not process any complex orders, orders with six lines, et cetera, et cetera.

Is it your testimony that when EDI was introduced, it processed complex orders, orders with more than six lines, and adds, moves or changes?

A. Yes, the complex orders being limited to the four; that's also my testimony.

Q. And it's your testimony that EDI could do that when it was introduced; not today, but when you brought the system up?

A. Okay.

Q. Okay. What is it that Ms. Welch doesn't understand about TAG?

A. I'm looking back again --

Q. Sure, take your time.

A. -- so I can understand the question, so give me

a second. Page 14 of my testimony?

Q. Yes, sir.

A. Ms. Welch states that on November 1, '98, TAG was introduced for pre-ordering only. You can see from my response starting on line 2 -- 22, pre-ordering for TAG was actually available August 31. Ordering, that became available November 1.

Q. Let's talk about that response there, Mr. Pate. When you say that it became available, what does that mean?

A. From our side the interface systems were ready to go. We were ready to offer TAG.

Q. How many CLEC's used TAG for pre-ordering on October 1, 1998?

A. None.

Q. You said none, right?

A. Yes.

Q. How many CLEC's used TAG for ordering on November 2, 1998?

A. None at that time.

Q. How many CLEC's use TAG for pre-ordering today?

A. I'd say about -- I don't think there's one up. I don't think they are up. I think they actually start today, so I would --

Q. I'm sorry, you're going to have to repeat that

response. I didn't quite get it.

A. Either one or none.

Q. Okay. So today is what, January 15, 1999, and today either none or one CLEC uses TAG for pre-ordering?

A. Because I'm not sure if they have actually processed any yet.

Q. Okay. But nonetheless, you think it was available to them on October 31, huh?

A. It was available. I don't think; it was.

MS. KEYER: I object to the form of that question.

BY MS. KAUFMAN:

Q. Okay. How many CLEC's use TAG for ordering today?

A. None.

Q. Why is it that the CLEC's today are not using those, are not using TAG for ordering and pre-ordering with the exception of perhaps one?

A. I don't speculate from those that don't use it, but I know for a fact the ones that are not in production yet, they are not actually using it because they are still testing their sides of the interfaces.

Q. They are still -- you said they are still testing their side of the interface?

A. That's correct.

Q. Could they have begun testing their side of the interface before you made TAG available, say, for pre-ordering on August 31?

A. What I would call early adopters, we would have done something for those; but generally, no.

Q. Okay. So the CLEC's can't start testing on their side until you make a system available, right?

A. Final testing, no. A lot of work they have to do on their side to be able to get to there, which they could be doing.

Q. Okay. So would you agree that there's got to be a lag time between, in your words, when you make the system available and when the CLEC's can actually use it, right?

A. Certainly.

Q. Okay. And let's see, what are we, like four or five months since the system has been made available and nobody is using it yet, right?

A. That's correct.

Q. Well, if nobody is using it yet, how do you know that it works for ordering and pre-ordering?

A. Because we tested it.

Q. But it's never been tested out in the field, right?

A. That's correct.

Q. Okay. Mr. Pate, as to TAG, isn't it true that BellSouth does not guarantee that database that's available with TAG, and I mean that they won't guarantee the phone numbers that are assigned until there's final installation?

A. First I ever heard any statement like that.

Q. So that is not the case; is that what you're saying?

A. That I'm aware of.

Q. I think -- we hadn't gotten to LENS yet, in regard to what Ms. Welch doesn't understand about the operation of LENS.

A. Are you asking me to go back and do the same thing with the LENS as we did with the others?

Q. Right. I want to understand what you think Ms. Welch doesn't understand about how the OSS operates.

A. Again, can you give me a second?

Q. Sure.

A. On page 14, line 9.

Q. Of Ms. Welch's testimony?

A. Mine, I'm sorry, my testimony.

Q. Oh, okay.

A. The question there was: Can LENS be used only for pre-ordering as Ms. Welch states on page 12 and then again on page 13. Reading from my own response, starting

on page 12: So as I have already indicated, LENS may be used for ordering as well. It has been available for that purpose since it was introduced in April, 1997.

Q. Mr. Pate, have you ever talked to Ms. Welch?

A. No, I haven't had the pleasure of meeting her.

Q. I guess you will next week, but do you know how often Ms. Welch or her employees have attempted to use these systems to process orders?

A. Well, I'm still relying on her testimony as to my responses.

Q. So you don't have any personal knowledge of her attempt or her employees' attempts to process orders through this system?

A. No, I do not.

Q. Do you know how long TCCF has been attempting to resell services using the OSS in Florida?

A. No, I do not.

Q. Do you know how many training sessions TCCF has sent its personnel to on your OSS systems?

A. No, I do not.

Q. Do you know how much interaction personnel at TCCF have had with BellSouth employees regarding the functioning of the OSS systems?

A. No, I do not.

Q. Now, you also take issue with the comment that

Ms. Welch made that TAFI does not provide for order flow-through. Let me see if I can see where you said that.

On page 4 of your testimony. Actually, it's on page 3. It begins on line 14 is the question. And you say you don't understand her comment about order flow-through.

A. I see where you are referencing, yes.

Q. Okay. Did you review Ms. Welch's definition of order flow-through in her testimony when you gave that answer?

A. Yes, I did.

Q. Okay. Let's see if we can turn to that. I'll have to turn back.

In Ms. Welch's testimony at the bottom of page 12 and going over to the top of page 13, she describes what she understands to be order flow-through.

Do you see that, Mr. Pate?

A. I'm reading it.

Q. Okay, I'm sorry.

A. Yes, I've read that.

Q. Using her definition as she described it there, is it your testimony that TAFI does provide for order flow-through?

A. No. My testimony is that it doesn't at all

provide for order flow-through because it's not an ordering OSS.

Q. Okay. So you read her testimony to mean that she wasn't talking about work order flow-throughs or trouble ticket flow-throughs, but she was talking about trying to order through TAFI?

A. That is correct.

Q. Okay. Well, now, let's clear that up. Assuming that she was not talking about trying to order through TAFI, which I won't comment on, using her definition, let's say there's a trouble ticket.

Does that flow-through TAFI, using her definition, without any manual intervention?

A. TAFI, by design, requires intervention. It's a manual interactive system, saying that the trouble ticket is using TAFI, identical to the way it's treated at BellSouth.

Q. Okay. So you're saying that there has to be manual intervention when you use the TAFI system?

A. It's designed that way.

Q. Okay. How does BellSouth retail operation, how do they input their information in to the TAFI system?

A. The same way that the ALEC does.

Q. Don't they input that information directly into the Legacy system?

A. No, they use TAFI.

Q. Okay. But to get to TAFI, don't they input it through the Legacy system?

A. No, they use TAFI. They put it through TAFI just like you do.

Q. Okay. Doesn't BellSouth require ALEC's to use what other BellSouth witnesses have called the TAFI interface?

A. I'm not sure what you mean by TAFI interface.

Q. In other words, don't CLEC's have to go through an interface in order to input the repair information?

A. The only thing I can think that you're talking about is they have to go through an interface to connect TAFI. So let's say, for lack of a better term, a security check to make sure they are accessing only theirs.

Q. And doesn't the information then go into the BellSouth Legacy system?

A. I'm sorry, would you repeat that, please?

Q. Okay. After the connection is made, if you will, okay, through the interface, as I've called it, then doesn't that information go into the BellSouth Legacy system?

A. The BellSouth Legacy system, that's all of our systems. I'm confused by your question.

Q. Okay. Well, I'm only trying to understand what other witnesses have testified to. If you don't understand the question, I guess you can tell me that. That was my understanding based on other witnesses' testimony.

So is it that you don't know how that works after they get through the interface?

A. I do know how it works after it gets through the interface.

Q. Okay. Why don't you tell us that.

A. TAFI is going to have direct access to what's called LMOS high maintenance.

Q. I'm sorry, direct access to what?

A. LMOS, L-M-O-S.

Q. Oh, LMOS.

A. It stands for line maintenance operation system. TAFI, first off, when you think about trouble tickets, you've got to think about trouble tickets in two categories, either based on a telephone number or a circuit number. So someone may have been referring to -- they are talking about Legacy system as the LMOS system, which TAFI is going to be having. And that, too, is a Legacy system.

Q. The LMOS is a Legacy system?

A. That's correct.

Q. Okay.

A. But for a telephone number identified account, which is where you use TAFI, and for the BellSouth retail units, it would be accessing that.

Q. When you say you would be accessing that, what do you mean by that?

A. LMOS.

Q. LMOS, okay.

A. Does that help you with that question?

Q. All right. Yes, thank you.

Now, how do CLEC's access or get their information through to the LMOS system?

A. They do it through TAFI, which TAFI is an interactive system. What I mean by interactive is saying you have on the phone with you your end-user customer. And TAFI will pose to you, based on input that you get from that customer, a series of questions and makes you almost in drill down mode.

And what the system is doing is helping you to ask the right questions for it to get information for it to do its own questions and testing of the system to see what kind of trouble may be out there. And many times it may be able to correct the trouble right there while you have the customer on the line or it will come back and tell you they have to dispatch someone who will

immediately start to do that. That's when it starts getting into the LMOS system. Or it takes them back and from his test, say there was nothing wrong, go back and look at your own equipment at your house, for example, on your equipment.

Q. You say on page 4, at line 1 --

A. Whose testimony, mine?

Q. Yours, yes, sir.

-- that the TAFI interface often enables trouble reports to be cleared remotely; do you see that?

A. I'm not with you.

Q. Page 4, line 1.

A. Okay.

Q. What percentage of the time can trouble reports be cleared remotely?

A. I don't have a figure for you. It's high.

Q. Well, what did you mean by using the word often there; did you have some figure in mind?

A. No. I mainly just had experience myself from sitting with the people on TAFI systems.

Q. So is it correct that you don't know how often, how often the trouble tickets can be cleared remotely?

A. Correct, that I did not have numbers in front of me when I made that statement.

Q. Okay. What happens if it can't be cleared

remotely?

A. That's when a trouble ticket would be entered that would dispatch a technician.

Q. Now, we were just talking about the LMOS, L-M-O-S system?

A. Yes.

Q. Is that one of the downstream systems that interacts with TAFI?

A. Yes.

Q. Are there any other downstream systems that interact with TAFI?

A. (No response.)

Q. Or is it just that one?

A. Oh, I'm sure there are others that again, particularly when you dispatch a technician; LMOS is the primary one.

Q. Do you know what the other downstream systems are?

A. I would have to go back and follow a flow diagram to make sure I've identified them all, so I couldn't give them to you off the top of my head.

Q. So if you don't know what they are, I guess you can't tell me what these other downstream systems do?

A. No, not at the moment. That's the main system.

Q. You discuss in your testimony, complex orders.

Can you give me your definition of complex order?

A. Certainly. Complex order, first you have to climb into two barriers. It could be a design or nondesigned order. By a nondesign, I mean that it's got a USOC code associated with it.

Q. That design has a USOC code?

A. Nondesign.

Q. I'm sorry.

A. The design, which is where most of the complex services are, is really a unique end-user customer. That's why by definition it has the name complex associated with it. Requires usually some additional engineering work by that service for it to be delivered to the customer.

Q. So something unique or special that one particular customer wants is a design complex order?

A. Yes. There may be some similarities to that to others. There's always the opportunity for something specific because of that customer's needs or that customer's operations that makes it --

Q. I didn't understand that answer. Could you repeat that, please?

A. What I said was, the offering itself may be similar to other customers. Because of the particular needs of an individual customer based on their structure

or infrastructure, that's why there's something unique for them. That's nondesign.

Q. Okay. So it might be like a standard offering, but that customer wants something that might be slightly different?

A. That may be a fair way of saying it. You better get someone who's a better expert in the area of the services than I.

Q. Well, let's use your definition for the next couple of questions. Does EDI process complex orders?

A. EDI; is that what you're asking?

Q. Does EDI process complex orders?

A. Only the four that I stated in my testimony.

Q. So other than those four, it does not process complex orders, right?

A. That is correct. Understand, that is to order those four.

Q. I'm sorry?

A. To order those four, as I stated in my testimony. When you order them, it doesn't flow through.

Q. You're going to have to say that again. Number one, the phone is breaking up, and we are having a hard time understanding you.

A. I'm sorry.

Q. That's okay. Just say that again, please.

A. It's only those four and you can only order them electronically. Not flow through the system, they actually fall out. If you remember early on in our discussion, I said those orders that are designed to fall out in our --

Q. Okay, I got you now. You can order them, but they fall out of the electronic system?

A. I'm sorry, you broke up on me.

Q. Okay. I said what you said was that you can order the four electronically, but then they fall out past that point?

A. That's correct.

Q. Okay. Look at your testimony, Mr. Pate, page 6, lines 12 to 14. And you say, just to paraphrase, that EDI has always been able to process orders with more than six lines, and adds, moves, or changes.

A. I see that.

Q. And then turn to the next page. On page 7, you say, line 6 through 12, an ALEC may use EDI -- and you have some other systems in there -- as long as the end-user is simply switching as-is from BellSouth to ALEC.

A. Let me read it.

Q. Okay.

A. I've read it. What's your question?

Q. My question is: As I understand your testimony on page 6, you say EDI can do adds, moves, or changes, but then on page 7 you say it can only do switch-as-is?

A. Let me put some clarity around that.

Q. Okay.

A. On page 7, and I'm going to read it just for my own thought process. My response started on line 6. In addition, an ALEC may use the EDI, TAG, or LENS interface to place a resale order of any complex service for any number of lines as long as the end-user is simply switching-as-is from BellSouth to ALEC.

What I was trying to clear up there is when you are just using that term, switch-as-is, I'm talking about an account conversion. If you have one end-user customer that's currently a BellSouth customer, they want to go to TCCS, they can use this switch-as-is, conversion as-is for any account like they are. They can add activity, that type of order approach.

Q. And, in addition, you think EDI can process adds, moves, and changes?

A. Yes.

Q. I want to take a look at your exhibits, RMP-1, first of all. Are you there?

A. Let me get there. The one I had was given back to me. It was copied and was all blackened out.

Q. That's exactly how mine is and so I wanted to ask you what these black things were.

A. Give me a second, because we could provide you with a clear copy.

Q. Are you on RMP-1?

A. Yeah, I have a nice clear copy in front of me.

Q. Well, you know, unfortunately we are going to have to go through this since I'm not going to have another opportunity to talk to you before the hearing.

On the first page -- well, I guess RMP-1 only has one page. All the way to the left, at the top, it says request for proposal from end-user, and then on my copy there's a black box.

Is that box supposed to say something?

A. Let me make sure I'm on the right one. We have one that's BST retail.

Q. Right.

A. That's the one you're referring to?

Q. Uh-huh, yes, sir.

A. Okay. That black box, let me read to you what's supposed to be in there.

Q. Okay.

MS. KEYER: Vicki, do you want me to try to fax these to you?

MS. KAUFMAN: That may work. We can go on.

MS. KEYER: June, do you need one?

MS. KAUFMAN: I think we can go off the record for this discussion.

(Whereupon, a discussion was held off the record.)

THE WITNESS: On the BST retail, the way it's entitled -- I'm coming down to the last column.

BY MS. KAUFMAN:

Q. Right, I mean, yes.

A. I have the recopied and the reproduced copy of some of these, so I'll give you all the white boxes with mine --

THE COURT REPORTER: Sir, can you slow down again, please?

THE WITNESS: Sure.

MS. KAUFMAN: Let me just ask, Mary, if you don't mind, send me a copy that is legible, you know. That would be great too.

MS. KEYER: Okay.

MS. McKINNEY: Can I have one too, Mary?

MS. KEYER: Oh, yeah.

BY MS. KAUFMAN:

Q. Go ahead, Mr. Pate.

A. Okay. The first one, the first column, that would be the second block, it says quick, q-u-i-c-k,

quote.

Q. I'm sorry, say that again.

A. Quick, q-u-i-c-k, quote, q-u-o-t-e.

Q. Oh, quick quote, okay.

A. That's in small letters. Under that, sells quotation systems.

THE COURT REPORTER: Did you say sells quotation systems?

THE WITNESS: That's correct.

THE COURT REPORTER: Thank you.

BY MS. KAUFMAN:

Q. Okay.

A. The next block directly under that is Orion. It's spelled O-r-i-o-n. It has some small letters under that, address validation.

Q. Okay.

A. Then you can read all the other stuff over to the far right-hand column?

Q. Yes, sir.

A. Second one coming down to that says CSA.

Q. I didn't hear you, TSA?

A. CSA.

Q. We still didn't hear you.

A. C-S-A.

MS. KEYER: C as in cat.

BY MS. KAUFMAN:

Q. Okay, C-S-A?

A. System address.

Q. I'm sorry, under CSA, it says what?

A. I'll start again. It says CSA, slash, order, o-r-d-e-r, entry, e-n-t-r-y, into DOE, d-o-e. That's the small letters under that, for Multiserve.

Q. Okay. That's the middle block. And the bottom one?

A. SOCS, S-O-C-S.

Q. Okay.

A. That's it.

MS. KAUFMAN: Can we take a break for a minute?

(Whereupon, a break was taken, after which the proceedings continued.)

BY MS. KAUFMAN:

Q. Mr. Pate, we just finished up with you telling me what was in those black boxes on RMP-1.

A. Yes.

Q. Let's look now at RMP-2, BST Wholesale Complex Services.

A. Okay.

Q. What is that black box all the way to the left?

A. That box says CLEC, C-L-E-C, miss L-S-R, to I-C-S account team.

Q. Okay. And there are some blocks in the middle under Retrieves Firm Order?

A. Right. The first one there says -- actually it's saying the same thing that I said earlier, where it said C-S-A, slash, order entry, into DOE. So that same block that on the previous one was the second one down on the far --

Q. For Multiserve?

A. Yes.

Q. Okay.

A. Below it where it says SOCS.

Q. Okay. So that those two blocks in the middle are the same as the ones on RMP-1?

A. That's correct.

Q. You have to give me a minute since I didn't know what those blocks said before.

A. Okay.

Q. On the RMP-1, the retail demonstration, what is Orion?

A. That's just an item. It's a system interface back when we were getting the data for address validation. It goes to what's called the RSAG, the regional street address guide.

Q. After it's input into RSAG; is that what you said?

A. No, it accesses RSAG.
Q. Okay.
A. To do an address evaluation by the customer.
Q. Orion accesses RSAG?
A. Yes.
Q. Okay.
A. You can see it drawn in down there where it's accessing the RSAG and bringing that data back.
Q. That's shown on your exhibit. Oh, I see the RSAG.
A. Right. Orion is just an interface doing that.
Q. It's the interface between RSAG and the address validation?
A. It's the interface that's doing that address validation to RSAG.
Q. Okay. Now, on the retail chart, the order all the way to the right-hand column is entered into DOE, right, D-O-E?
A. Yes.
Q. Do the ALEC's have direct access to DOE?
A. No, they do not.
Q. Do they have direct access to SONG's, S-O-N-G-S?
A. No, they do not.
Q. Is it your testimony, Mr. Pate, that EDI, TAG,

and LENS all provide for mechanized order flow-through?

A. That EDI, TAG, and LENS, all three of those provide for mechanized order flow-throughs; is that your question?

Q. Yes, sir.

A. Yes.

Q. And that means that an order is input, a button is pushed, and it goes all the way through the system?

A. Yes.

Q. Now, this may show up in your exhibits and I apologize if I've asked you this, but do you know how many orders drop out of those systems before they get all the way to the end?

A. (No response.)

Q. Percent-wise or any other statistics that you might have?

A. The drop out definition, help me understand what you mean by that.

Q. There is an error either by BellSouth or by the CLEC's that causes the order not to be able to flow through all the way to the end?

A. I don't have the exact number, like I said earlier. What that is; is that your question?

Q. Right.

A. I did not come with that report to show that

number.

Q. Wouldn't you need to know that number in order to know if you were providing nondiscriminatory access?

A. No, not really. I mean, nondiscriminatory access goes with providing access essentially at the same time and manner. You're saying would we have the same drop out issues on BellSouth systems as well?

Q. Okay. Do you know what the percentage of retail orders is that drop out of the BellSouth OSS systems that they use for retail customers?

A. No. Let me look at this a different way because I want to help you understand here. If you're asking what is the flow-through, I can give you those. You're assuming that all that drops out is as a result of errors, not flow-through. If we are working from that same definition, I have that information which would just be the reverse of flow-through.

Q. Okay. Tell me that again. I'm sorry, I didn't understand.

A. I'm trying to help here because I want to make sure, you know, for clarity purposes, what we are talking about.

Q. Okay, that's fair.

A. I can give you and I do have with me the flow-through percentages. So if you are talking and you

say fallout, the opposite of flow-through, did not make it through the system for some reason, I have that.

Q. Okay. So let's say we have got 100 orders. You would be able to tell me that 90 of those orders flow through?

A. Yes.

Q. Okay.

A. Is that what you're asking me?

Q. Yes, I think it is just the opposite of how many didn't flow through.

A. I'm sorry to take you through that confusion because I do have that information.

Q. Okay.

A. And it's 91.4 percent for December is the orders that flow-through, through EDI and LENS. The reason I say only EDI and LENS is because we have already discussed not having any current processing through TAG.

Q. Okay. Are you referring to some sort of document that that number came from?

A. That is also those exhibits that you asked for, the flow-through document, that's where that comes from.

Q. Okay. You just happen to recall that number?

A. No, I've got a document that I wrote the numbers down.

Q. Okay. And that's 91.4 for December?

A. The 91.4 percent, that's combined flow-through for December.

Q. Okay. And when you say combined, that's for all nine states?

A. Yes.

Q. How many orders is that?

A. I don't have the documents. I think that he had, I know, like 189,000, but not the exact number. That would be on that exhibit that we provided to you.

Q. So, say, maybe we will just round it to 190,000, say?

A. Okay.

Q. For all nine states for December.

Now, of the -- what is that?

A. Let me go back and clarify that.

Q. Okay.

A. 189,000 was the total orders submitted, which included the manual orders. That's not just those submitted on the LENS and the EDI. The LENS and the EDI, I think they approximated 44, 45 percent for those total orders were submitted through those two electronic means.

Q. Now you've totally confused me, so we are going to have to start over. I don't understand how a manual order can flow through an electronic system, so.

A. And that's why I stopped, because I didn't want

to confuse you.

Q. Okay.

A. I thought I had done that very thing and obviously I did.

Q. Okay.

A. Let me go back and slow down and put some more clarity to it. When I said 189,000, approximately that would be all orders: Manual, EDI, and LENS.

Q. All right. All orders: Manual, EDI, and LENS, about 189,000 for December '88 -- I mean '98, excuse me?

A. That's correct.

Q. Okay.

A. Now, when you get the exhibits you'll see, and I am approximating here --

Q. I understand.

A. -- about 44 percent of things close enough for work to be orders submitted via EDI and LENS.

Q. Okay. Of 189,000 orders, 44 percent of those went through the electronic system?

A. Correct.

Q. I have to write this down: 44 percent of 189. So way less than half were processed electronically, correct?

A. Yes, that's correct. Of those 44 percent that were submitted electronically, 91.4 percent flowed

through.

Q. And you don't know how many actual -- well, no, you do. We would just divide 44 percent into 189.

We would figure we know how many actual orders there were?

A. Yes.

Q. Okay. Why are about 60 percent of the orders being processed manually?

A. There's two reasons: One reason, the primary reason is that's just the way that particular carrier has decided to process their orders. They have business-planned their decision.

Q. So you think that -- and I know I don't have the right number, because I'm not too good at math, but what is it, 55 percent of the orders were processed manually because carriers have decided that's what they wanted to do?

A. That's the majority of it, yes.

Q. Well, let me ask you this, Mr. Pate: Doesn't it usually take longer to process a manual order than an electronic order?

A. Most definitely it does.

Q. Then why in the world would any CLEC choose to process an order manually if they could do it electronically?

A. That's the same question I asked of them.

Q. Did you get an answer?

A. They are business decisions. For whatever reason, they don't want to invest. That's the decision they make based upon where they are in their business plan.

Q. Their business plan would be to give slower turnaround time to their customer? I'm sorry, I don't understand.

A. What I'm saying to you is I don't understand either. You are going to have to ask them, because I would be speculating in answering on their behalf.

Q. And you don't think it has anything to do with how the systems work, right, the large amount of manual orders that are processed?

A. No, I do not.

Q. You just think the CLEC's --

A. Excuse me, I want to say this: That, you know, some of the orders, which does represent a lot of this, probably you cannot submit that order electronically, because of those complex services. There's a percentage of that being driven for that reason.

Q. Some portion of the manual orders are complex orders that cannot be processed electronically?

A. That's correct.

Q. What percentage is that?

A. I don't know.

Q. Do you know how many complex orders that cannot be processed manually TCCF submitted in December?

A. No, I do not.

Q. Okay. And I just want to be clear and then I'll leave this. It's your testimony that these orders, the majority of the orders are being processed manually because CLEC's have made the decision to do that?

A. That's correct.

Q. Mr. Pate, do you know if for the orders that are processed electronically, is it mainly the larger carriers that are doing that?

A. No, not really.

Q. You said not really?

A. Yes.

Q. So you think, for example, that AT & T has made a business decision to process its orders manually?

A. I did not say that.

Q. Okay. Well, I'm just trying to understand. It is not just the big carriers that are using the electronic system?

A. No.

Q. Okay. Has AT & T chosen to process orders manually that can be processed electronically?

A. Could you ask that one more time?

Q. Yeah, I'll try. Has AT & T made the decision to process orders manually that are capable of being processed electronically?

A. I don't know what decisions they have made.

Q. Okay. And you don't know the breakdown of these manual orders as to whether it is large, small, or medium-sized carriers?

A. No, I don't look at it that way. I just know all size carriers are using our systems.

Q. Do you know what percentage of all resale orders are classified by BellSouth as complex orders?

A. No, I do not.

Q. Did you tell us earlier that you had the Louisiana response with you? I think -- was that one of the documents you mentioned when we first started talking?

A. I have the affidavits from the Louisiana file and the reply.

Q. Doesn't that give those numbers?

A. They have so much information in there, if you have a particular area to refer to.

Q. Well, I'm just trying to find out if there's information in there that would tell us what the total number of complex orders for resale are. It's my

understanding it's a very, very, very small number.

A. I would say it probably is, but I would be speculating. Do you want us to look through this?

Q. Well, let's do it this way. Would you agree that subject to check, the percentage of total resale orders that you classified as complex is .004?

A. I would have to check on that for you.

Q. Okay. So if that number is right, subject to check, that's a pretty small number of orders that cannot go through the electronic system, right?

A. I agree.

Q. Okay. On page 15 of your testimony, Mr. Pate, you say that -- this is at line 5, beginning at line 5.

A. Let me get to that page, please.

I'm on that page.

Q. You say TAG provides machine-to-machine pre-ordering and ordering interfaces based on the CORBA, all caps, standard.

What is the CORBA standard?

A. CORBA stands for, if I can remember, common object requirements -- I'm not sure. This is a standard -- interface standards are set by ATIS, A-T-I-S, through their committee. Primarily I think it's driven by the OBF, owe billing forum. CORBA is one of the standards that was introduced there in the -- where they

voted and made a standard for ordering. That's what I mean by based on the CORBA.

Q. And you say that BellSouth is going to be, will likely be the single, long-term standard for pre-ordering.

What do you mean that you believe it will be the standard for pre-ordering?

A. That's based on our -- we go and interact with these committee meetings, and based on that interaction of what we hear there.

Q. Now, in that same paragraph there you say that an ALEC that wants to use TAG has to build its side of the interface, right?

A. Yes.

Q. What does the ALEC have to do in order to be able to use TAG?

A. I understand TAG is machine-to-machine operation.

Q. I understand.

A. Build their side of the interface.

Q. What does that mean, what does the ALEC --

A. I'm trying to clarify. They are going to have to get a program range to program their side of the interface for their range and order and how they want to present it. When someone is sitting on the computer

screen actually typing in, how they want that information displayed. Standards we will give them, the specification is telling them what they need to have in certain fields and so forth in order to have that data transmit over to us so we can electronically fix it.

They have to build that and they also want to build some other interfaces there for their own OSS systems, and their own marketing information, promotional information, and so forth.

Q. Do you know how long that would take an ALEC?

A. No. Each one would be specific to the ALEC depending on what they wanted to do.

Q. Do you know what it would cost?

A. No, I do not.

Q. On that same page, page 15, at lines 19 through 24, we touched on this a little bit, you talk about the RNS, DOE, and SONG system.

You would agree with me that the ALEC's don't have access to those systems, right?

A. That is correct; they do not have access to the system.

Q. Now, what kind of proprietary information is in those systems that would make ALEC's access a problem?

A. Similar to what I said, if you were building your own kind, we would build marketing information and

customer information into those systems. And that's proprietary information.

Q. Marketing information and what other kind of information?

A. Customer information.

Q. So by marketing, what do you mean: Promotions that are coming up, things like that?

A. Yes.

Q. Anything else in the marketing category?

A. That's the main thing.

Q. Okay. And customer information, you mean the names, addresses, and phone numbers of current BellSouth customers?

A. No, that's information that's already available to you.

Q. Okay. What kind of customer information is it that's proprietary in those systems?

A. The information that we collect data on those customers.

Q. Like what?

A. I don't know. I'm speculating, frankly, so.

Q. Okay. So there's some kind of customer data in there that you think is proprietary?

A. Yes.

Q. And you don't know what it is?

A. I can't specifically tell you what it is at this point, no.

Q. Mr. Pate, if you do your pre-ordering on LENS -- well, let me ask it this way. Is LENS' pre-ordering integrated with the EDI ordering interface?

A. It is not integrated. You would have to do that integration.

Q. The ALEC would have to do it?

A. That's correct.

Q. And what would they have to do to integrate it?

A. We have already provided information, technical specifications. You would have to get a programmer to do that.

Q. Okay. The ALEC's would have to get a programmer to integrate the two interfaces?

A. That is correct.

Q. What would that cost?

A. I don't know what it would cost you.

Q. How long would that take?

A. I don't know what it would take. It's based on your programming expertise.

Q. Now, if an ALEC uses LENS to pre-order, does it then have to manually record the pre-ordering information

yes.

Q. BellSouth doesn't have to do that, does it, for its retail operations?

A. No, we have developed that integration ourself.

Q. What system does the BellSouth representative use to process retail orders?

A. It depends, so let me clarify that. If they are the residential orders, they are using the RNS system.

Q. Okay. And if it's business?

A. They are using the DOE or SONG's.

Q. DOE or SONG's for business?

A. That's correct. It depends on which one they use. It's just graphically where you're located.

Q. I'm sorry, was that for pre-ordering or ordering?

A. Both.

Q. Both?

A. Yes.

Q. Okay. RNS for residentials and DOE and SONG's for business?

A. That's correct.

Q. And I think you already said that the retail rep doesn't have to manually reenter the information, right?

A. That's correct.

Q. Does LENS give the ALEC's access to calculated due date when it's in the inquiry mode?

A. It does now, yes.

Q. As of when?

A. November 14.

Q. November 14, 1998?

A. It's either November or December. We had two releases. I think it was the November release.

Q. Does LENS provide the actual due date?

A. What do you mean by actual due date?

Q. When the installation's actually going to take place as opposed to projected, subject to change.

A. LENS provides the exact same due date calculation as it does for our retail. None of those are a guaranteed commitment. Does that answer your question?

Q. I think the answer was no, it doesn't give you the actual firm installation date?

A. It's our best projection --

Q. Okay.

A. -- that installation will take place.

Q. Can an ALEC get customer credit check information through LENS?

A. What do you mean by customer credit check? That's what I'm trying to understand.

Q. Information on the customer's credit history.

A. (No response.)

Q. You know whether they ought to sell a particular service to them due to their credit rating.

A. If you're talking about like an Equifax credit rating, the answer is no.

Q. Do your retail representatives on RNS and DOE have customer credit information?

A. RNS has the ability to go out and get credit information.

Q. RNS does; what about DOE?

A. No.

Q. So you can get it for the residential customers?

A. Yes. They have some hookup. I don't know exactly how it works, but they do have an ability to do that.

Q. What kind of electronic edit capability does EDI have? Can you electronically edit when you're in EDI?

A. The platform itself, when you program it, will have an edit right into it to make sure you're into the field that's not so populated.

Q. Okay. But can you go back and change something after you've entered it?

A. Yes, you have the ability to make changes after you've entered something. Are you saying where you've transmitted an order? Maybe I can better answer your question.

Q. I mean, when you're in that field, do you have the ability to go back and change things that you've entered?

A. I'm trying to get a picture on this. Someone is sitting there entering an order --

Q. Right.

A. -- into a field for transmitting?

Q. Right.

A. They can do that.

Q. Can you tell me what the -- I'll spell these, I guess they are acronyms.

F-U-E-L, what is that database?

A. That's a database over in RNS.

Q. What kind of information is in it?

A. I don't recall. I can remember the acronym, but I can't remember what the heck is in there. I mean, we live by acronyms at BellSouth. I don't know off the top of my head.

Q. Okay. What about SOLAR, S-O-L-A-R; is that in RNS too?

A. Yes.

Q. Do you know what that does?

A. Service order or something. It deals with putting in all the service order format information, the service order format for transmission over to SOCS.

Q. So are those two systems downstream of RNS or are they part of RNS?

A. They are part of RNS.

Q. Does information that the ALEC's enter in LENS and EDI, does that flow downstream to LEO and LSOG?

A. Yes.

But help me with your terminology of downstream. You're saying that's just the next system it's flowing to?

Q. Yes.

A. Yes.

Q. Do either EDI or LENS have an order summary screen?

A. LENS does, yes.

Q. Does EDI?

A. No, I don't think it's there yet, no.

Q. Okay. Now, do your retail reps, do they have an order summary screen when they are dealing with an order?

A. They do, yes.

Q. Can an ALEC make a change to a pending order?

You know, if they have sent the order in and the customer wants to add or delete, can they do that through LENS?

A. No.

Q. Can they do it through EDI?

A. Yes.

Q. Since when have they been able to do that through EDI?

A. What you have to do in EDI, I think you have the ability to do this from the whole time. You really have to bring back the order and send another version of that order, a supplement.

Q. Okay. So what you have to do is let BellSouth know, and say -- essentially you have to cancel the order and start over, right?

A. It's really not cancel the order and starting over. We are playing with terms here, but you have to send something else again that will essentially say, hey, take those initial submissions out and just change those and use this one instead.

Q. Okay. When your retail representatives are dealing with a customer that wants to change an order, they can change it, can't they?

A. Yes.

Q. Can ALEC's integrate TAFI with their OSS systems for maintenance and repair?

A. Ask that one more time, please.

Q. Can ALEC's integrate TAFI with their own systems?

A. That's not a system to integrate. TAFI's in their own system, no.

Q. I think you told us when we started out that you had only visited one CLEC since you've been in this position, right?

A. That's correct.

Q. Have you talked over the phone or had any other contacts with CLEC's regarding OSS performance?

A. Yes, my contact primarily comes through the regulatory 271 hearings in discussing issues there.

Q. So, I mean, forgive me, I was only involved in the Florida 271; but in that case there were a lot of complaints, if you will, about the operation of these systems.

So you're talking about interfacing with folks during those kinds of proceedings?

A. Yes.

Q. Okay. I'm talking about if you've had any contacts with ALEC's who are out in the market trying to use those systems other than the one visit that you said you made.

A. No.

Q. Have you ever discussed the performance of the OSS systems with members of any account teams assigned to ALEC's?

A. Excuse me, I just thought of something in your prior question. There is one other avenue, so I wanted to share it.

Q. Okay.

A. I do have contact with other ALEC's through a problem we do for Georgia where we get together and talk about OSS issues, develop a formal filing.

Q. Okay. But I guess my -- I don't mean to make my question hard. I'm just talking about any ALEC's, if you have had any contacts with any ALEC's in the field trying to operate these systems, not in the context of a regulatory proceeding, and I think you said no?

A. Right, no, correct.

Q. Okay.

A. And, I'm sorry, I lost your last question.

Q. Okay. Let me say that again.

Have you ever talked with any account team members for any ALEC's in regard to how these systems are operating?

A. Yes.

Q. Okay. Who have you talked to?

A. Well, of course, I talked with Mr. Cathey

concerning this issue.

Q. Okay.

A. And others -- the same way, kind -- it's kind of proprietary, but I talked to two or three other account teams on various issues.

Q. I'm not asking you who they are the account team for, I'm just asking you who you have talked to.

A. Talked to inside of BellSouth?

Q. Yes.

MS. KEYER: Regarding TCCF?

MS. KAUFMAN: No.

BY MS. KAUFMAN:

Q. I want to know if you've had any discussions with any account team folks at BellSouth regarding the operation of those systems and comments they are getting from their customers.

A. Yes.

Q. You said Mr. Cathey.

Who else, if anyone?

A. The thing that bothers me about answering this is if I answer the question and you can identify which CLEC, ALEC that they service, so.

Q. I don't see how I could identify the CLEC by knowing the names of the account name people.

MS. KEYER: Are the names important?

MS. KAUFMAN: Yeah, the names are important.

MS. KEYER: I mean, what's the information that's relevant here and that you need to know?

MS. KAUFMAN: I want to know what interaction Mr. Pate has had, if any, with people that are using these systems in the field and I want to know if he's talked to any of those account team people.

MS. KEYER: Okay. And he's said he has. Do you have questions about that without knowing the identification of the individuals?

MS. KAUFMAN: Well, I want to know who he talked to at BellSouth about this matter. And so far he's identified Mr. Cathey.

MS. KEYER: That would be relevant for a TCCF.

MS. KAUFMAN: No, I think it goes beyond TCCF, Mary.

MS. KEYER: Well, I think if you want to ask general questions about that, we don't have a problem, but we do have a problem with identifying team members that have direct contact with him.

MS. KAUFMAN: So are you directing him not to answer?

MS. KEYER: Yes, I guess I will.

MS. KAUFMAN: Okay. Let the record reflect that the deponent has refused to identify the names

of the account team members as I have requested and I would enter an objection.

BY MS. KAUFMAN:

Q. Okay. So, Mr. Pate, you have talked to Mr. Cathey. How many times have you talked to him about this OSS performance in the field?

A. I've talked to him specifically of TCCF --

Q. Right.

A. -- probably two or three times.

Q. Okay. And your discussions with Mr. Cathey related only to TCCF?

A. Yes.

Q. Okay. How many other account team members have you talked to regarding OSS issues?

A. There are two specific account teams that I've talked to.

Q. Okay. Let's break it down a little bit. How many account managers have you talked to regarding these OSS issues?

A. Outside of Mr. Cathey for this?

Q. Yes, sir.

A. I've talked to two other account managers.

Q. Two others, okay.

Have you talked to any system designers in regards to OSS issues?

A. Yes.
Q. How many?
A. Every one of our project managers involved there. I'm saying that's about five or six people.
Q. Is a project manager the same as a system designer?
A. Okay, good question. I think you're talking about system designer in the context of the account team; is that correct.
Q. Yes, sir.
A. I was not answering your question correctly. In that approach I've only been involved with one.
Q. You've talked to one system designer?
A. That's correct.
Q. How many times?
A. It was all in the context of the same account, we probably interfaced three times.
Q. Is that the TCCF account?
A. No.
Q. Okay. So one system designer you talked to three times in the context of one particular account?
A. That's correct.
Q. Okay. And other than that, and Mr. Cathey, and the two account managers, you haven't discussed the performance of the OSS with anybody else on any account

teams?

A. That's correct.

Q. Have you ever discussed the performance of the OSS systems with a BellSouth employee who was assigned to, I guess you call it the OSS help desk?

A. No.

Q. Can you tell us what the OSS help desk is?

A. The thing I'm thinking of is just a desk. We have it in the LCSC. I could be wrong with that statement. Where you can call in to get assistance on OSS interface. You can ask questions and get answers.

Q. That would be where the CLEC's called to get assistance?

A. Yes.

Q. And you've never talked to anybody that works there; is that what you said?

A. (No response.)

Q. Did you hear the question?

A. Yes.

I said no, I'm sorry.

Q. I'm sorry, we didn't hear you.

Can you tell us how you view maintenance histories on TAFI?

A. No, not specifically. As a matter of fact, I just happen to have the system in here in front of me to

help.

Q. Okay. So you said you cannot, you don't know?

A. No.

Q. Do you know Mr. Jimmy Patrick?

A. No.

Q. You do not?

A. No.

Q. We talked earlier about orders that drop out of the system. And this is orders that can be, could be processed electrically, but for some reason they drop out.

Do orders ever drop out of the system due to errors made by BellSouth?

A. Yes, they do.

Q. Can you give us any percentages? What percentage of the dropouts, if you will, are BellSouth-caused errors and what percentage are CLEC errors?

A. The exhibits we were going to provide will show you that.

Q. Okay.

A. I think they will approximate of those that are dropping out for the errors, about 30 to 33 percent or so are BellSouth related.

Q. So 30 to 33 percent of the errors are BellSouth

and the remainder, in your view, are the CLEC's?

A. Yes. To make that statement, I'm just taking a quick glance of the last report.

Q. Are you finished with your answer?

A. Yes.

Q. I'm sorry, I thought you were looking at something.

A. No. What I said was I was basing that on the quick glance that I looked at that report. I don't have it here with me.

Q. Mr. Pate, do you think that the LCSC processes orders as efficiently or as effectively as the BellSouth reps do when they deal with retail customers?

A. Yes, I do.

Q. Can you tell us what the average employment time is for an employee processing orders in the LCSC?

A. No, I cannot. I would be really speculating.

Q. How about on the retail side?

A. I would be speculating again. Again, they have a lot of tenure there usually.

Q. On the retail side?

A. Yes.

Q. Do you think they have more tenure on the retail side than on the LCSC?

A. I'm not involved in the management of those

personnel, so I'm just not close enough to answer that question.

Q. When an order drops out of the system, out of the electronic system and then it has to be processed manually, how is that information communicated to the CLEC?

A. (No response.)

Q. How do they know what's happened to their order?

A. Those orders that by definition drop out manually, how do they know?

Q. Okay. Again, remember we are talking about orders that could be processed electronically, but due to error, they fall out.

How does the CLEC know or how are they notified that there's a problem with their order?

A. Due to errors that drop out. They will get an error notification.

Q. From the LCSC?

A. Yes.

Q. And how long does it take for a CLEC to get an order -- excuse me, an error notification when an order drops out?

A. I don't know the exact time. I would be speculating what we are averaging, but it's prompt.

Q. It's prompt?

A. Yes.

Q. Within 24 hours?

A. I'm speculating. I don't have the data in front of me.

Q. Then how do you know that it's prompt?

A. From looking and reviewing data in the past and talking to people and friends.

Q. Are the CLEC's advised as to what the problem is with the order?

A. Yes, that's part of the notification process.

Q. Tell us about -- you said that some 30 to 33 percent of the errors are due to BellSouth, they are BellSouth errors.

What kinds of errors does BellSouth make that causes orders to fall out?

A. They are more assistant errors, something with the system that causes to fallout. Part of the report that you even see on the website shows you those actual errors, what they are, by numbers.

Q. Okay. When you say system errors, I mean, I guess you're distinguishing that from personnel errors; is that what you mean?

A. Yes.

Q. Okay. So there is some problem, say, for

example, in EDI, that causes the order to fall out?

A. It may not be EDI. It may be even further downstream, but it's a system-related problem.

Q. And is that -- you would attribute most of the 30 to 33 percent to that?

A. All of it to that.

Q. All of it, okay.

So BellSouth personnel don't make any errors?

A. Nope, that's not what I said.

Q. Okay. I'm just trying to understand.

A. It's still a systems related edit check. Now, if this came through electronically, yeah, a BellSouth person hasn't touched it.

Q. Okay.

A. That's why I say it's not related from a personnel standpoint; it's a systems standpoint. Does that make sense to you to better clarify it?

Q. Yeah, if I understand what you said, every error that occurs of this 30 to 33 percent is due to some problem with the system because there's no live BellSouth person involved?

A. That's correct.

Q. I'm just reviewing my notes, Mr. Pate.

MS. KAUFMAN: Maybe we could -- let's take about ten minutes, okay?

THE WITNESS: Okay.

MS. KAUFMAN: And then we can finish up.

(Whereupon, a break was taken, after which the proceedings continued.)

BY MS. KAUFMAN:

Q. Mr. Pate, I just have one or two more questions for you.

Do you know how long it takes the LCSC to process a switch-as-is order for an ALEC?

A. Let me clarify that by saying that really switch-as-is, the LCSC is not doing anything.

Q. How long does it take to process a switch-as-is?

A. I don't know the processing time. We could, in terms of when you actually see the count switch, have it in by 3:00 o'clock eastern time that given day. When they work the next day, the account would be on your records for a switch-as-is.

Q. What about an add, move or change; how long does it take to get that done for a CLEC?

A. Probably about a minute through EDI.

Q. Yes.

A. A matter of minutes, the systems to process that add, move, change. And, of course, the actual interval of when that takes place is when the actual --

or whatever the order is, is completed.

Q. How long does it take to do a disconnect for a CLEC?

A. A disconnect works on the same basis, provided a given time as it's done by the next day. These are -- all of this is assuming that the order is submitted, the electronic order was a complete and correct order.

Q. Then it's not in the percentage of orders that we talked about earlier that fall out?

A. That's correct.

Q. Just give me one second.

MS. KAUFMAN: I think that's all we've got, Mr. Pate. Thank you so much.

THE WITNESS: You're welcome.

MS. McKINNEY: How are you doing, Mr. Pate?

THE WITNESS: Hi.

MS. McKINNEY: This is June McKinney from the Public Service Commission. I have several questions for you.

THE WITNESS: Okay, June.

CROSS-EXAMINATION

BY MS. McKINNEY:

Q. The questions that I have are questions that were deferred by Ms. Kaufman and Ms. Arrington and they said that you were the person that could answer them.

A. So I can thank them for this.

Q. And if you don't know the answer, let me know and tell me who the proper person is with the answer to the questions.

A. Okay.

Q. Mr. Pate, which state is BellSouth currently processing the most LSR's?

A. Similar question was asked earlier and we don't have a report that gives it that way, so I just don't know. I would be speculating.

Q. Can you do a comparison between Florida's ordering volume of LSR's comparing them with the ordering volume in other states?

A. Do we do that; is that what you're asking?

Q. Can you do that or do you know the percentage or the difference?

A. That would be a special report. We don't have one that just shows that, that I'm aware of.

Q. The late-filed exhibits that were requested by Ms. Kaufman earlier, are they going to have the information in it pertaining to the local service request that BellSouth receives for Florida ALEC's?

A. No, it would be a regional report. All the numbers there would be regional.

Q. Is there such a report that has it specifically

for Florida ALEC's?

A. No.

Q. Is there any way to break it out so we know how many requests we have received for Florida ALEC's?

A. I really don't know. There may be a way. That would be a special report that someone needs to develop. It's not a standard report that we produce now. Obviously the data is there.

Q. Mr. Pate, if an order is sent by an ALEC to BellSouth electronically, the BellSouth systems require BellSouth to process the order manually, what rate would BellSouth charge the ALEC?

A. I'm guessing, referring us back. I won't answer. It would be speculation, because I'm not involved in the processing of those charges that are being developed.

Is that what your question is referring to?

Q. Yes.

A. I don't know off the top of my head. I don't deal with that area.

Q. Hold on a minute, please.

Mr. Pate, do you have information pertaining to the percentage of total orders received by BellSouth in Florida differentiating between the percentage that's manually and the percentage that's electronically?

A. I don't specific for Florida. I have numbers for a regional basis. I'm sure someone looks at it for Florida. I think it calls for whatever, but I don't have that information.

Q. Would it be information that you would be able to provide on a late file?

A. I don't have it myself. I don't know that information.

MS. KEYER: June, I think that was one of the late files requested in Dayar's (ph) deposition; is that correct?

MS. McKINNEY: Yes.

MS. KEYER: And I think we have responded to it, and I don't remember exactly, but I think they -- I believe they provided it on a regional basis and not by state.

MS. McKINNEY: Okay. Thank you.

MS. KEYER: They have the information by state. And that's just from glancing at the responses that we had at the time I looked at them. I know they are due today and I haven't seen the final.

MS. McKINNEY: Okay. I have no further questions for Mr. Pate.

MS. KEYER: I don't have any questions for him. Are we done?

MS. KAUFMAN: Yes, I think we are done.

(Whereupon, the deposition concluded at 10:40 a.m.)

STIPULATIONS

It is hereby stipulated and agreed, by and between counsel present at this deposition, that the reading and signing of this deposition would be not waived, that no off the record discussions would be held without the consent of the deponent, that all objections except as to the form of the question would by reserved, and that this deposition was properly noticed.

E R R A T A S H E E T

In Re: PETITION BY TCCF FOR RESOLUTION OF ITEMS

DOCKET NO.: 981052-TP

REPORTED BY: TRINA SEMINO, RPR

DATE OF DEPOSITION: JANUARY 15, 1999

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Under the penalties of perjury, I declare that I have read the foregoing deposition and that the facts stated in it are true.

Dated this ____ day of _____, 1999.

_____

RONALD M. PATE

REPORTER'S CERTIFICATION PAGE

STATE OF FLORIDA

COUNTY OF SEMINOLE

I, TRINA SEMINO, RPR, of Prestige Reporting, and Notary Public in and for the State of Florida at Large

DO HEREBY CERTIFY that the foregoing deposition of RONALD M. PATE was taken before me at the time and place therein; that said deponent was there and then orally examined and testified as herein set forth; that I reported said examination and testimony stenographically, and that this transcript of deposition, pages 3 through 95 inclusive, constitutes a true and correct transcription of the shorthand report of said deposition.

I FURTHER CERTIFY that I am neither related to, nor employed by any counsel or party to the cause pending, nor interested in the event thereof.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal this 19th day of January, 1999.

Trina Semino

TRINA SEMINO, RPR
Notary Public-State of Florida

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DATE: January 18, 1999

IN RE: TCCF's Petition for Item Resolution

DEPOSITION OF: Ronald M. Pate

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