

1                                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                                   REBUTTAL TESTIMONY OF BETH SHIROISHI  
3                                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4                                   DOCKET NO. 010740-TP  
5                                   AUGUST 27, 2001  
6  
7 Q.       PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH  
8       BELLSOUTH TELECOMMUNICATIONS, INC.  
9  
10 A.       My name is Elizabeth R. A. Shiroishi. I am employed by BellSouth as  
11       Managing Director for Customer Markets – Strategic Pricing. My business  
12       address is 675 West Peachtree Street, Atlanta, Georgia 30375.  
13  
14 Q.       ARE YOU THE SAME BETH SHIROISHI WHO FILED DIRECT  
15       TESTIMONY IN THIS PROCEEDING?  
16  
17 A.       Yes.  
18  
19 Q.       WHAT IS THE PURPOSE OF YOUR TESTIMONY?  
20  
21 A.       The purpose of my testimony is to rebut several assertions in the direct  
22       testimony of IDS' witness Keith Kramer filed with the Florida Public Service  
23       Commission ("Commission") on July 23, 2001.  
24  
25 Q.       ON PAGE 13, LINES 1-2 OF MR. KRAMER'S TESTIMONY, HE ASSERTS

1 THAT HE "REQUESTED THAT BELLSOUTH PROVIDE A CONTRACT  
2 FOR THE UNE-P . . . BY FEBRUARY 27, 2000, AND ON PAGE 16, LINE  
3 16-17, HE ASSERTS THAT HE REQUESTED THE AGREEMENT IN  
4 EARLY FEBRUARY. PLEASE COMMENT ON THIS.

5

6 A. I have no recollection of Mr. Kramer requesting a certain date, nor do my notes  
7 from conversations during this time period reflect any "deadline" for BellSouth  
8 to provide the amendment concerning UNE-P. As I stated in my direct  
9 testimony, I contacted Mr. Kramer on the 17<sup>th</sup> of February about a different  
10 matter. In the course of that conversation I committed to provide the UNE-P  
11 amendment to Mr. Kramer as soon as it was ready.

12

13 Q. ON PAGE 13, LINE 6 OF MR. KRAMER'S TESTIMONY, HE STATES  
14 THAT HE CONTACTED YOU ON FEBRUARY 27, 2000 AND THAT YOU  
15 ACKNOWLEDGED THAT THE "DUE DATE HAD ARRIVED." DO YOU  
16 AGREE WITH THIS?

17

18 A. No. I have no record of any phone call from IDS on February 27, 2000. As I  
19 stated in my direct testimony, I responded via phone and email to a phone call  
20 that I received on February 18, 2000 from Mr. Kramer's secretary inquiring as  
21 to the status of the agreement. I also called Mr. Kramer on February 21, 2000  
22 to provide him with a status update.

23

24 Q. PLEASE COMMENT ON THE "TWO-PAGE DOCUMENT" MR. KRAMER  
25 REFERS TO ON PAGE 13, LINE 10-11, OF HIS DIRECT TESTIMONY.

1 A. Without further information, I have been unable to determine to what  
2 document Mr. Kramer refers. I do not recall or have any record of a two-page  
3 executable document that I would have sent or received from IDS in the first  
4 week of March 2000. As I stated in my direct testimony, I emailed Mr. Kramer  
5 the BellSouth proposed amendment on February 28, 2000, and he subsequently  
6 requested a conference call with Mr. Gulas, the UNE-P product manager for  
7 BellSouth at the time. The first conference call with Mr. Gulas and IDS  
8 (attendees from IDS were Mr. Kramer and Mr. Noshay) took place on March 8,  
9 2000, and BellSouth and IDS did not finalize the amendment until March 22,  
10 2000.

11

12 Q. ON PAGE 16, LINE 17 OF MR. KRAMER'S TESTIMONY, HE STATES  
13 THAT "BY LATE MARCH 2000, THE AGREEMENT HAD YET TO BE  
14 PROVIDED." PLEASE COMMENT.

15

16 A. As I have already stated, BellSouth's proposal for the amendment (which Mr.  
17 Kramer refers to as "the agreement" in this passage) was provided to IDS on  
18 February 28, 2000. Again, the Parties had three conference calls (dated March  
19 8, March 16, and March 22) to discuss this amendment, and Mr. Kramer was a  
20 participant on each call. It seems unlikely that the Parties would be able to  
21 have conference calls discussing an amendment that had yet to be provided.

22

23 Q. IN HIS TESTIMONY AT VARIOUS PLACES, MR. KRAMER SEEMS TO  
24 MAKE REFERENCE TO THE MATTERS YOU HAVE JUST DESCRIBED,  
25 IMPLYING THAT THESE CALLS, CONFERENCES, MEETINGS AND

1 THE CONTRACT AMENDMENT WERE ALL ACCOMPLISHED ONLY  
2 BECAUSE OF HIS CONTINUED PRESSURE ON BELLSOUTH. CAN  
3 YOU COMMENT ON THIS?

4

5 A. Certainly. To the extent that Mr. Kramer wants this Commission to believe  
6 that he was the driving force behind the amendment to IDS' contract, and that  
7 without his efforts nothing would have happened, his implication is simply  
8 misguided.

9

10 Q. ON PAGE 16 LINE 18, MR. KRAMER STATES HE WAS FORCED TO  
11 THREATEN TO CONTACT THE PUBLIC SERVICE COMMISSION IF  
12 BELLSOUTH DID NOT PRODUCE THE AMENDMENT. TO YOUR  
13 KNOWLEDGE, DID HE MAKE SUCH A THREAT?

14

15 A. No.

16

17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18

19 A. Yes. Thank you.

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