

PUBLIC DISCLOSURE DOCUMENT

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BELLSOUTH TELECOMMUNICATIONS, INC.  
REBUTTAL PANEL TESTIMONY OF  
PETRA PRYOR AND MICHAEL LEPKOWSKI  
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 010740-TP  
AUGUST 27, 2001

Q. MS. PRYOR, PLEASE STATE YOUR FULL NAME, YOUR POSITION, AND YOUR BUSINESS ADDRESS WITH BELLSOUTH TELECOMMUNICATIONS, INC. (HEREINAFTER REFERRED TO AS "BELLSOUTH" OR "THE COMPANY").

A. My name is Petra Pryor. I am employed by BellSouth as Sales Assistant Vice President, Interconnection Services. My business address is 600 N. 19<sup>th</sup> Street, 10<sup>th</sup> Floor, Birmingham, Alabama 35203.

Q. ARE YOU THE SAME PETRA PRYOR WHO FILED DIRECT TESTIMONY IN THIS DOCKET ON AUGUST 20, 2001?

A. Yes.

Q. MR. LEPKOWSKI, PLEASE STATE YOUR FULL NAME, YOUR POSITION WITH BELLSOUTH AND YOUR BUSINESS ADDRESS.

A. My name is Michael Lepkowski. I am employed by BellSouth as an Account

1 Executive in the Interconnection General Carriers Group. My business address is  
2 600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor, Birmingham, Alabama 35203.

3

4 Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS PROCEEDING?

5

6 A. No.

7

8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE  
9 COMMISSION?

10

11 A. No.

12

13 Q. MR. LEPKOWSKI, PLEASE SUMMARIZE YOUR EDUCATIONAL  
14 BACKGROUND AND CAREER EXPERIENCE.

15

16 A. In 1994, I earned a Bachelor of Science degree in Marketing from the University  
17 of Alabama – Birmingham. I worked as a computer operator for Baptist Health  
18 Systems from September 1993 to November 1995. I then joined Signal  
19 Communications as a salesman for eight months before joining BellSouth in  
20 September 1996. I worked in BellSouth's retail organization for two years before  
21 moving to Interconnection in September 1998. My current job responsibilities  
22 include sales of new products and services in the wholesale markets. I am also a  
23 liaison between BellSouth's wholesale customers and various departments within  
24 BellSouth.

25

1 Q. WHAT IS THE PURPOSE OF YOUR PANEL TESTIMONY?

2

3 A. The purpose of our panel testimony is to respond to specific portions of the direct  
4 testimony of IDS' witness Keith Kramer as filed on July 23, 2001.

5

6 Q. MR. LEPKOWSKI, CAN YOU ADDRESS MR. KRAMER'S ALLEGATION,  
7 ON PAGES 16 AND 17 OF HIS DIRECT TESTIMONY, THAT BELL SOUTH  
8 PLACED A LOCAL PIC FREEZE ON IDS' RESALE CUSTOMERS  
9 ACCOUNTS? (SEE ALSO KRAMER, PAGE 66, ITEM 7).

10

11 A. As BellSouth witness Janet Miller Fields explained in her direct testimony, on a  
12 resale account, only the alternative local exchange carrier ("ALEC") of record can  
13 request, remove or change a Local PIC Freeze. Based on Mr. Kramer's  
14 description of the alleged problem, I believe that he is actually referring to a Local  
15 Service Freeze.<sup>1</sup> Ms. Miller Fields also explained in her direct testimony that, on  
16 a resale account, only the ALEC of record can request, remove or change a Local  
17 Service Freeze. As further discussed in Ms. Miller Fields' rebuttal testimony, it is  
18 BellSouth's belief that IDS placed the Local Service Freeze on its customers'  
19 accounts.

20

21 When IDS began to submit orders to convert its customers from resale to UNE-P  
22 on an individual account basis, the Local Service Freeze prevented the conversion  
23 order from completing. IDS' employee, Bud Higdon, called me and asked how  
24 we could get those orders processed without IDS providing a Letter of

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<sup>1</sup> A Local PIC Freeze is a measure designed to prevent slamming by intraLATA toll carriers. A Local Service Freeze is a measure designed to prevent slamming by local exchange carriers.

1 Authorization (“LOA”) from each end user customer. I advised Mr. Higdon that  
2 if IDS would provide me with a list of billing telephone numbers (“BTNs”) that  
3 IDS believed contained a Local Service Freeze, BellSouth could run a program  
4 that would remove the Field Identifier (“FID”) that was causing the conversions  
5 not to complete. IDS provided a BTN list that appeared to include all of IDS’  
6 customers, and BellSouth ran those numbers through its program to remove the  
7 FID. From the list of hundreds of BTNs provided by IDS, only sixty-five (65)  
8 lines actually contained a Local Service Freeze.

9  
10 Q. MS. PRYOR, PLEASE COMMENT ON MR. KRAMER’S STATEMENT ON  
11 PAGE 18 OF HIS DIRECT TESTIMONY THAT IDS AGREED TO  
12 PARTICIPATE IN A BETA TEST OF THE BULK ORDERING FEATURE  
13 WITH BELLSOUTH PRIOR TO THE BULK ORDERING INCIDENT IN MAY  
14 2000.

15  
16 A. As I explained in my direct testimony, on May 8, 2000, IDS placed a bulk  
17 conversion order (as opposed to an individual account order) to convert its resale  
18 accounts to UNE-P accounts through BellSouth’s Local Exchange Navigation  
19 System (“LENS”). For ease of reference, I will refer to this incident as the “Bulk  
20 Ordering Incident.”

21  
22 I am disappointed that Mr. Kramer chose to misrepresent in his direct testimony  
23 the actual timing of my letter to IDS wherein I specified the terms of the beta test  
24 for the bulk ordering feature to convert resale customers to UNE-P. I sent the  
25 letter in question to Mr. Higdon on May 17, 2000. After the letter left my office, I

1 realized that it had been incorrectly dated April 17, 2000. During a subsequent  
2 conversation with Mr. Kramer, I informed him that the letter was incorrectly  
3 dated. Mr. Kramer attached my letter to his testimony as Exhibit KK-3.

4  
5 To the extent Mr. Kramer implies that BellSouth agreed to beta test with IDS the  
6 bulk ordering feature prior to May 8, 2000, he is incorrect. At no time did  
7 BellSouth agree to beta test the bulk ordering feature with IDS prior to the Bulk  
8 Ordering Incident.

9  
10 Q. MS. PRYOR, ON PAGE 25 OF HIS DIRECT TESTIMONY, MR. KRAMER  
11 APPEARS TO ALLEGE THAT BELLSOUTH DECEPTIVELY ROLLED OUT  
12 THE BULK ORDERING FEATURE. PLEASE RESPOND. (SEE ALSO  
13 KRAMER, PAGE 66, ITEM 8).

14  
15 A. As I explained in my direct testimony, BellSouth prematurely announced the  
16 availability of the bulk ordering feature in error. This error was unintentional and  
17 was the result of internal miscommunication.

18  
19 Q. MR. LEPKOWSKI, PLEASE RESPOND TO MR. KRAMER'S CONTENTION  
20 ON PAGE 18 OF HIS DIRECT TESTIMONY THAT IDS WAS LED TO  
21 BELIEVE THAT IT WOULD BE THE FIRST ALEC TO PROCESS BULK  
22 ORDERS THROUGH LENS.

23  
24 A. Prior to the Bulk Ordering Incident, I received an e-mail from BellSouth employee  
25 Terry Hudson asking me if I thought IDS would be interested in participating in a

1 beta test of the bulk ordering feature. I responded to Ms. Hudson via email,  
2 stating that I would check with Mr. Kramer. However, before I could contact Mr.  
3 Kramer, BellSouth subsequently determined that IDS was not a candidate for the  
4 beta test of the bulk ordering feature in the March or April 2000 timeframe. As  
5 Ms. Pryor explained in her direct testimony, in order to conduct a successful beta  
6 test, it is necessary to analyze data from order entry all the way through to  
7 rendering of the first bill. Unfortunately, IDS' billing cycle did not coincide with  
8 this requirement.

9

10 Q. MR. LEPKOWSKI, PLEASE RESPOND TO MR. KRAMER'S STATEMENTS  
11 ON PAGE 19 OF HIS DIRECT TESTIMONY THAT "IDS CONVERTED  
12 SOME TEST CUSTOMERS TO SEE IF THIS PRODUCT WAS  
13 FUNCTIONAL" AND THAT "BELLSOUTH'S REPRESENTATIVES  
14 CONFIRMED THAT THE ORDERS WERE SUCCESSFULLY  
15 CONVERTED."

16

17 A. Mr. Higdon called me on May 4, 2000 (prior to the Bulk Ordering Incident) and  
18 informed me that he had submitted twenty-five (25) orders through the LENS  
19 bulk ordering feature and that he received Firm Order Confirmations ("FOCs").  
20 Mr. Higdon stated that it looked like the orders had been worked – that is,  
21 completed. I told Mr. Higdon that if the orders had completed and IDS was not  
22 receiving any calls from his customers about service disruption, then the orders  
23 must be fine. I did not independently confirm that the orders had been worked. I  
24 simply took his comments at face value. I would note, however, that this  
25 unauthorized "testing" would not take the place of a beta test because it certainly

1 did not address all the possibilities that a beta test would address.

2

3 Q. MS. PRYOR, PLEASE RESPOND TO MR. KRAMER'S STATEMENT ON  
4 PAGE 25 OF HIS DIRECT TESTIMONY THAT IDS "IS CAPABLE OF  
5 PROCESSING ORDERS AT A RATE OF 1,000 OR MORE LINES PER DAY."

6

7 A. Based on BellSouth's records, the quantity of orders processed by IDS has never  
8 come close to 1,000 orders per day. From February 2000 through July 2001,  
9 BellSouth's billing system shows that the average number of lines per day that  
10 IDS processed as UNE-Ps (either converted from resale or ordered new) never  
11 exceeded [REDACTED]. On average, IDS submitted [REDACTED] orders per day from May 2000 to  
12 July 2001.

13

14 Q. MS. PRYOR, PLEASE RESPOND TO MR. KRAMER'S STATEMENT ON  
15 PAGE 39 OF HIS DIRECT TESTIMONY THAT BELLSOUTH CREDITED  
16 IDS \$31,712.79 FOR 'HAVING STOLEN HALF OF IDS' CUSTOMERS.'  
17 (SEE ALSO KRAMER, PAGE 66, ITEM 13).

18

19 A. First, I take exception to Mr. Kramer's allegation that BellSouth "stole" IDS'  
20 customers. BellSouth did no such thing. Second, as I explained in my direct  
21 testimony, because the Bulk Ordering Incident caused feature loss to some of IDS'  
22 customers and loss of dial tone for a few others, BellSouth gave IDS a credit for  
23 \$31,712.79 for the outage of the lines involved. Pursuant to the Interconnection  
24 Agreement between the parties, BellSouth calculated this amount by taking the  
25 number of lines that were out of service and multiplying that by the monthly rate

1 that IDS would pay BellSouth for those lines. This number was then divided in  
2 half because most of IDS' customers were affected for considerably less than two  
3 weeks, and no single customer was out of service for more than two weeks.

4  
5 Q. MS. PRYOR, PLEASE RESPOND TO MR. KRAMER'S CONTENTION ON  
6 PAGE 44 OF HIS DIRECT TESTIMONY THAT BELLSOUTH AGREED TO  
7 PAY IDS \$929,999 PLUS \$1,400,000 TO SETTLE THE BULK ORDERING  
8 INCIDENT.

9  
10 A. Mr. Kramer's contention is incorrect. As in my direct testimony, I preface my  
11 response to Mr. Kramer's testimony by stating that I hesitate to describe  
12 settlement discussions between BellSouth and IDS because the parties considered  
13 these discussions to be confidential.

14  
15 As I explained in my direct testimony, in the fall of 2000, IDS was behind  
16 approximately \$2 million dollars in its payments to BellSouth. IDS apparently  
17 believed that, because of the Bulk Ordering Incident, it did not owe BellSouth  
18 some of that money. Nonetheless, IDS did acknowledge that a portion of the  
19 delinquent amount should be paid. In an attempt to resolve this issue, I asked Mr.  
20 Kramer to submit through the billing dispute process his claim of \$929,999,  
21 which he contended represented the difference between the resale price and the  
22 UNE-P price for six months. I also asked Mr. Kramer to submit in writing to me  
23 his claim for \$1.4 million in damages along with supporting documentation. Both  
24 of these actions were necessary to enable BellSouth to review and formally  
25 respond to his claims through BellSouth's normal procedures.



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After a thorough review of the billing dispute, BellSouth denied IDS' claim for \$929,000. Further, because BellSouth is not liable for consequential damages under the BellSouth/IDS Interconnection Agreement, BellSouth also denied IDS' claim for damages. BellSouth never agreed to pay IDS the amounts submitted through the dispute process.

7

8 Q.

MR. LEPKOWSKI, PLEASE RESPOND TO MR. KRAMER'S ALLEGATIONS ON PAGE 48 OF HIS DIRECT TESTIMONY REGARDING A CONVERSATION YOU AND HE HAD RELATED TO LENS AND CSOTS.

10

11

12 A.

LENS is the acronym for Local Exchange Navigation System, which is one of the electronic interfaces by which ALECs may submit local service requests ("LSRs") to BellSouth. CSOTS is the acronym for CLEC Service Order Tracking System, which is a graphical user interface that provides service order status by allowing the ALEC to view its pending service orders that are associated with any LSRs the ALEC submits.

18

19

I do not remember the exact date, however I do recall Keith Kramer contacting me and stating that he had just talked to Robby Clements (now Robby Pannell). Mr. Kramer stated that Mr. Pannell informed him that CSOTS is more accurate at viewing orders than LENS.<sup>2</sup> I told Mr. Kramer that I did not think there was any significant difference between LENS and CSOTS, but that I would confirm this with Mr. Pannell and Jimmy Patrick, another BellSouth employee. I contacted

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<sup>2</sup> Please see the Rebuttal Panel Testimony of Janet Miller Fields and Robby Pannell for Mr. Pannell's discussion of this issue.

1 Mr. Pannell and Mr. Patrick, and they informed me that CSOTS was better for  
2 viewing service order status, while LENS was better for checking the status of the  
3 ALEC's LSRs. I then informed Mr. Kramer that CSOTS was indeed better for  
4 viewing service order status. At this point, Mr. Kramer became irate, stating that  
5 he did not want to use two systems and did not want to wait for a password to use  
6 the CSOTS systems. I informed Mr. Kramer that IDS already had access to  
7 CSOTS, and I emailed him IDS' password within twenty minutes.

8  
9 Q. MR. LEPKOWSKI, PLEASE RESPOND TO MR. KRAMER'S DISCUSSION,  
10 ON PAGES 51 OF HIS DIRECT TESTIMONY, OF A CONVERSATION HE  
11 HAD WITH YOU REGARDING BACKDATING THE CONVERSION DATE  
12 TO THE PON DUE DATE. (SEE ALSO KRAMER PAGE 68, ITEM 21).

13  
14 A. I recall having a conversation with Mr. Kramer regarding the status of certain  
15 orders that were delayed, however, I cannot remember why the orders were being  
16 delayed. I told Mr. Kramer that, to make up for any delay in BellSouth's  
17 processing of IDS' orders, BellSouth would probably apply an Effective Bill Date  
18 ("EBD") to the orders. My understanding of the EBD is that it is used to ensure  
19 that BellSouth ultimately ceases billing of the end user customer as of the  
20 committed due date promised on the FOC, which is the date that the end user  
21 customer became IDS' customers. I told Mr. Kramer that BellSouth would do this  
22 so that IDS would be able to begin billing its customer on the committed due date.

23  
24 At this point, Mr. Kramer became very irate. I tried to tell him that I was  
25 speculating as to BellSouth's procedure, and that he would have to contact the

1 local carrier service center ("LCSC") to find out for sure. I later discussed the  
2 issue with IDS' employee Bill Gulas. Mr. Gulas stated that he did not know why  
3 Mr. Kramer was upset about the issue, and he agreed that BellSouth should EBD  
4 the orders.

5

6 Q. ON PAGE 37 OF HIS DIRECT TESTIMONY, MR. KRAMER REFERS TO A  
7 CONVERSATION HE HAD WITH YOU REGARDING A HURRICANE AND  
8 LACK OF SERVICE. CAN YOU COMMENT ON THE CONVERSATION  
9 YOU HAD?

10

11 A. Yes. Rick Hemby was my supervisor at the time of this incident. I was informed  
12 by Mr. Hemby that he had just received a call from BellSouth's Florida Regulatory  
13 office during which he was told that IDS had complained to the Florida Public  
14 Service Commission that 1200 of IDS' customers' lines were out of service. I  
15 immediately called Keith Kramer and asked him if he had called the Commission  
16 and reported 1200 lines out of service, and he said that he had. I then contacted  
17 the LCSC to get service restored for these customers. I learned later that only 12  
18 customers were out of service, not the 1200 reported by Mr. Kramer to the  
19 Commission.

20

21 Q. MS. PRYOR, DOES THIS CONCLUDE YOUR TESTIMONY?

22

23 A. Yes.

24

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1 Q. MR. LEPKOWSKI, DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

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