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FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 030349-TP EXHIBIT NO. 1

COMPANY: Bell South - Responses

WITNESS: to Supra Staff Discovery

DATE: 08-29-03

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Supra Telecommunications )  
and Information Systems, Inc. against ) Docket No. 030349-TP  
BellSouth Telecommunications, Inc. )  
Regarding BellSouth's alleged use )  
of carrier to carrier information ) Filed: August 26, 2003

**BELLSOUTH TELECOMMUNICATIONS, INC.'S AMENDED RESPONSE TO  
FLORIDA PUBLIC SERVICE COMMISSION STAFF'S  
SECOND SET OF INTERROGATORIES (NO. 18)**

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28-106.206, Florida Administrative Code and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following amended response to the Florida Public Service Commission Staff's ("Staff") Second Set of Interrogatories (No. 18) dated August 5, 2003. An Amended Response is necessary to correct and clarify BellSouth's original response to Interrogatory No. 18. In this Amended Response, BellSouth reasserts and does not waive all general and specific objections previously asserted by BellSouth.

Respectfully submitted this 26th of August 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

*Nancy B. White*

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**AMENDED RESPONSE**

REQUEST: Please refer to witness Summers' and witness Wolfe's rebuttal testimony, page 16, lines 17-25, and page 17, lines 1-6. According to Wolfe, CARE reports are used by LECs and IXC's to know when an interLATA or intraLATA toll customer has been acquired or lost. Additionally, Wolfe further states that "Supra itself receives the exact same types of data as BellSouth or any other subscribing carrier."

- 1) Do the CARE reports provide local service provider switch information? Please explain.
- 2) Could BellSouth use CARE reports as an alternative for disconnect information derived from Operation Sunrise? Please explain.

RESPONSE:

- 1) Yes, but only if the end user converts from BellSouth local and intraLATA toll to another provider for both services at the same time. In that situation, CARE data for carrier 5124 (which is BellSouth) contains transaction codes/status indicators that will identify a local line loss in addition to notifying the carrier that the customer switched local toll providers. Further, CARE can identify whether BellSouth lost the line to a reseller or to a facility based provider, which is something Operation Sunrise does not identify. Moreover, it should be noted that, both CARE and Operation Sunrise use completed service orders as the source of their local line loss reporting mechanisms.
- 2) Yes, but only currently in situations where a BellSouth loses a local and intraLATA toll line concurrently.

RESPONSE BY: Bruce Smith/Ed Wolfe

JAMES MEZA III  
Attorney

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August 15, 2003

**Via Electronic Mail and Hand Delivery**

Linda Dodson  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
40 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: **030349-TP (Supra \$75 Cash Back Promotion)**

Dear Ms Dodson:

Enclosed is BellSouth Telecommunications, Inc.'s Responses and Objections to the Staff of the Florida Public Service Commission's Second Set of Interrogatories, dated August 5, 2003 in the captioned docket.

Sincerely,

  
James Meza III (KA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

**CERTIFICATE OF SERVICE  
DOCKET NO. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail, (\*) Hand Delivery and Federal Express this 15<sup>th</sup> day of August, 2003 to the following:

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James Meza III (KPA)

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint by Supra Telecommunications	)	
and Information Systems, Inc. against	)	Docket No. 030349-TP
BellSouth Telecommunications, Inc.	)	
Regarding BellSouth's alleged use	)	
of carrier to carrier information	)	Filed: August 15, 2003

**BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSES AND OBJECTIONS  
TO FLORIDA PUBLIC SERVICE COMMISSION STAFF'S  
SECOND SET OF INTERROGATORIES (NOS. 14-22)**

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28-106.206, Florida Administrative Code and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following responses and objections to the Florida Public Service Commission Staff's ("Staff") Second Set of Interrogatories (Nos. 14-22) dated August 5, 2003. Commission ("Staff") on August 5, 2003.

**GENERAL OBJECTIONS**

BellSouth makes the following general objections to Staff's Interrogatories.

1. BellSouth objects to Staff's Instructions and Definitions to the extent they seek to impose an obligation on BellSouth beyond the requirements of the Florida law.
2. BellSouth objects to any Interrogatories to the extent that such Interrogatories may seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules of discovery.
3. BellSouth has interpreted Staff's Interrogatories to apply to BellSouth's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the

jurisdiction of the Florida Public Service Commission (“Commission”), BellSouth objects to such requests as irrelevant, overly broad, unduly burdensome, and oppressive.

4. BellSouth objects to each and every Interrogatory, and instruction to the extent that such interrogatory, request or instruction calls for information that is exempt from discovery by virtue of the attorney client privilege, the work product doctrine, or other applicable privilege.

5. BellSouth objects to each Interrogatory to the extent that it is vague, ambiguous, overly broad, imprecise, or to the extent that it utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these Interrogatories. Any answers provided by BellSouth in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objections.

6. BellSouth objects to each Interrogatory to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.

7. BellSouth objects to providing information to the extent that such information has already been provided, is already within the possession of Staff, or is readily accessible through publicly available means.

8. BellSouth objects to each Interrogatory to the extent that responding to it would be unduly burdensome, expensive, oppressive, or excessively time consuming.

9. BellSouth objects to any Interrogatories that seek to obtain “all” of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by BellSouth in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objection.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the Interrogatories purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

11. BellSouth objects to the Interrogatories on the grounds that BellSouth has filed a Motion to Stay Discovery and/or a Motion for a Protective Order regarding the discovery requests in question.

#### **SPECIFIC RESPONSES**



REQUEST: Referring to Supra witness Nilson's rebuttal testimony on page 14, lines 19-22, and page 15, lines 1-2, Nilson states:

A fair reading of this statement, however, requires at a minimum that wherever BellSouth obtains its carrier change information, that source must also be a source that is available to competitors—whether actually accessed or not—at the time BellSouth obtains the carrier change information. No competitor has direct access on a nightly basis to BellSouth's Service Order Communication System (SOCS).

Supra implies that access to BellSouth's Harmonize feed would satisfy the requirement of receiving carrier change information from an independent retail source. Would CLECs access to Harmonize feed satisfy this requirement? Please explain in detail.

RESPONSE: No, because there is no such requirement. Mr. Nilson consistently and throughout his direct and rebuttal testimony confuses retention marketing with reacquisition (winback) marketing, and does so in the above reference as well. As stated in its September 3, 1999 Order 99-223 in CC Docket Nos. 96-115 and 96-149, the FCC views retention marketing and reacquisition marketing as two distinct types of marketing,

“Regaining a customer applies to marketing situations where a customer has already switched to and is receiving service from another provider. Retention marketing, by contrast, refers to a carrier's attempts to persuade a customer to remain with that carrier before the customer's service is switched to another provider. For the purposes of this section, we shall use the term “winback” to refer only to the first situation, where the customer has already switched to and is receiving service from another provider.” ¶ 64

It appears to be this failure to distinguish between retention and reacquisition

RESPONSE (Cont'd):

marketing that has caused Mr. Nilson to propose to use the "independent retail source" requirement inappropriately.

In its Order 99-223, the FCC clearly linked the use of the "independent retail source" requirement with retention marketing as follows:

We agree with SBC and Ameritech that section 222(b) is not violated if the carrier has independently learned from its retail operations that a customer is switching to another carrier; in that case, the carrier is free to use CPNI to persuade the customer to stay, consistent with the limitations set forth in the preceding section. We thus distinguish between the "wholesale" and the "retail" services of a carrier. If the information about a customer switch were to come through independent, retail means, then a carrier would be free to launch a "retention" campaign under the implied consent conferred by section 222(c)(1). ¶ 78 [emphasis added]

Conversely, reacquisition (winback) marketing occurs only after the switch to another local carrier is complete. The FCC addressed this issue in its March 17, 2003 Order in CC Docket No. 94-129 as follows:

We clarify that, to the extent that the retail arm of an executing carrier obtains carrier change information through its normal channels in a form available throughout the retail industry, and after the carrier change has been implemented (such as in disconnect reports), we do not prohibit the use of that information in executing carriers' winback efforts. ¶ 27 [emphasis added]

BellSouth, like any other local carrier, is entitled to receive notification when one of its customers disconnects a line. BellSouth's retail operations receive notification via Harmonize while CLECs receive notification via their CLEC Line Loss Notification reports. The Service Order Communication System (SOCS) is the source for both of these notifications. The information available to BellSouth includes no more (and in reality less) information than is provided in CLEC Line Loss Notification reports. Further, BellSouth is at a loss as to why Supra would need access to Harmonize as it is related solely to BellSouth customers.

RESPONSE BY: John Ruscilli

REQUEST: Referring to Supra witness Nilson's rebuttal testimony on page 16, lines 5-11, Nilson states:

Commission Order No. PSC-03-0726-FOF-TP, incorporating the FCC decisions, defined "independent retail means" to be information that BellSouth's MKIS group, or other in-house marketing apparatus, can obtain that (1) is in a form available throughout the retail industry, and (2) competitors have access to this same equivalent information for use in their own marketing and winback operations. Competitors must have access to the information no later than the time in which BellSouth obtains access to it.

Please explain how BellSouth's Harmonize feed/Operations Sunrise is not in violation of the Florida Order No. PSC-03-0726-FOF-TP, that defined "independent retail means" to be information that . . . (1) is in a form available throughout the retail industry, and (2) competitors have access to this same equivalent information for use in their own marketing and winback operations.

RESPONSE: BellSouth objects to this interrogatory on the grounds the Order No. PSC-03-0726-FOF-TP does not define "independent retail means" to be information that "(1) is in form available throughout the retail industry, and (2) competitors have access to the same equivalent information in their own marketing and winback activities." Accordingly, BellSouth cannot provide a response to the interrogatory as stated.

**REQUEST:** Please refer to Supra's response to staff's first set of interrogatories, item number 3, page 9, and Exhibit DAN-2 to Nilson's direct testimony. Supra alleges that BellSouth generated winback letters (300,000) that did not result from a disconnect code that would have been supplied to BellSouth's retail operations (i.e., that is through the Harmonize feed) the customer converted from Supra resale to Supra UNE-P.

Please explain in detail the process used by BellSouth to generate these winback letters.

**RESPONSE:** Mr. Nilson's Exhibit DAN-2 is not a winback letter sent out by BellSouth's retail operations. Instead Exhibit DAN-2 is a directory advisory card, initiated by BellSouth Advertising and Publishing Corporation ("BAPCO") that is typically sent to any customer (BellSouth or CLEC) where service order activity has occurred for which certain directory codes appear in the service order. The letter is designed to notify customers that, due to some recent change in their telephone service, these customers may be in need of new telephone directories. The letter advises the customer of a toll-free number, along with an order number and pin number that can be used only to order directories through an automated system. Importantly, the purpose of the directory cards is to ensure that all customers have access to the directories to which they are entitled.

With respect to directory cards being generated to Supra customers, during the latter part of 2002, BAPCO received a large increase in the number of service order notifications that would have prompted them to send out directory cards. Within several days of this increase, it was determined that certain "C" orders (including resale to UNE-P) were carrying an indicator in the Directory section that BAPCO interpreted as a request for directories. As a result, BAPCO put a block on these "C" orders in order to prevent the directory cards from being sent out to customers that were not appropriate candidates for new directories.

**RESPONSE BY:** John Ruscilli

**REQUEST:** Please refer to witness Summers' and witness Wolfe's rebuttal testimony, page 8, lines 8-11, and page 9, lines 12-17. According to Summers and Wolfe, "... a former BellSouth local service customer who has switched to a CLEC would not receive any reacquisition marketing piece as part of Operation Sunrise while his or her switch to the CLEC was still in process . . . BellSouth's retail marketing organization receives exactly the same information any carrier receives: information that a retail customer has been lost."

Please explain the timing differences between the disconnect information that BellSouth acquires and the disconnect information (line loss and CARE reports) the CLECs acquire.

**RESPONSE:** The CLEC Loss Notification Report is generated from SOCS completed disconnect orders and provided daily to CLECs. Sunrise collects disconnect information from the same SOCs completed disconnect order data but only produces the data on a weekly basis. The same weekly process applies to CARE data for local toll reacquisition. BellSouth doesn't use CARE data for local line loss identification.

**RESPONSE BY:** Ed Wolfe and Michelle

REQUEST: Please refer to witness Summers' and witness Wolfe's rebuttal testimony, page 16, lines 17-25, and page 17, lines 1-6. According to Wolfe, CARE reports are used by LECs and IXCs to know when an interLATA or intraLATA toll customer has been acquired or lost. Additionally, Wolfe further states that "Supra itself receives the exact same types of data as BellSouth or any other subscribing carrier."

- 1) Do the CARE reports provide local service provider switch information? Please explain.
- 2) Could BellSouth use CARE reports as an alternative for disconnect information derived from Operation Sunrise? Please explain.

RESPONSE:

- 1) No. CARE provides only intraLATA or interLATA toll carrier information.
- 2) No, as stated above CARE does not provide local switch information.

RESPONSE BY: Bruce Smith/Michelle Summers

REQUEST: Please refer to witness Ruscilli's rebuttal testimony, page 13, lines 15-18. Witness Ruscilli states, "The same information is available for CLECs in the CLEC Line Loss Notification reports that are made available via Performance Measurement and Analysis Platform (PMAP)."

- 1) Please explain the equivalent process and OSSs involved for generating CLEC Line Loss Notification reports.
- 2) If the process of producing retail disconnect reports and Line Loss notification reports is different, could BellSouth generate "retail" Line Loss Notification reports using the same process and OSSs involved to generate the CLEC Line Loss Notification? Please explain.

RESPONSE: 1) To generate a loss notification, BellSouth looks for "C" or "D" (disconnect) orders that meet the following criteria:

- A company code (RESH- Reseller Sharer or AECN-Alternate Exchange Carrier Name) of the appropriate company code on the SOCS order
- A DCR (Disconnect Reason) or PDCR (Partial Disconnect Reason) populated in the bill section of the SOCS order
- A SOCS status of CPX (order completed through all systems) or PCX (order completed pending total completion in hold file). Associated lines (lines in addition to the main line lost or gained) are also shown on this report.

2) At this time, PMAP does not provide a Retail Loss Notification Report. However, both the PMAP lines Loss Notification Report and Operation Sunrise receive the same information source (SOCs).

RESPONSE BY: John Ruscilli

**REQUEST:** In response to interrogatory number of one staff's set of interrogatories to BellSouth, Ms. Tidmore states that BellSouth's retail operations have no access to wholesale customer information. Ms. Tidmore states:

When service reps type in a CLEC account number, RNS returns a screen that states the account "belongs to a local service provider."

What scenarios or reasons would cause BellSouth service reps to type in a CLEC account number?

**RESPONSE:** If a CLEC end user contacts BellSouth regarding service or other issues associated with his or her service with the CLEC, the BellSouth representative enters the CLEC customer's telephone number into RNS. The RNS screen indicates the account "belongs to a local service provider." The BellSouth representative advises the CLEC end user that his account "belongs to a local service provider" and advises the customer to contact the CLEC. CLEC customers contact BellSouth for a variety of reasons resulting from the fact that customers sometimes do not understand that his or her account is wholly managed by the chosen CLEC. Areas of inquiry typically include questions relating to billing, additional services, repair issues, etc.

Another reason the CLEC end user contacts BellSouth is that the customer requests his service be "switched" to BellSouth. When the BellSouth representative enters the CLEC's customer's telephone number, the RNS screen still says this account "belongs to a local service provider." The representative chooses the option "customer wants BST as their local service provider." Selecting this option begins a "switchback" order.

**RESPONSE BY:** Traci Tidmore



**REQUEST:** In response to interrogatory number seven of staff's first set on interrogatories, BellSouth explains how SOCs creates an extract file of all orders in a 24-hour period. BellSouth also states that Operations Sunrise downloads from the Harmonize database all of the completed residential orders from the preceding seven days into a temporary file.

- a) Who at BellSouth runs the software that generates the temporary file?
- b) Can the seven-day window be changed to create a temporary file more often?

**RESPONSE:** a) the automated process is operated and maintained by the MKIS programmers assigned to Operation Sunrise

b) yes

**RESPONSE BY:** Ed Wolfe

REQUEST: On page 35, lines 6-7 of his rebuttal testimony, witness Pate states that BellSouth analyzed conversions for January through April 2003, and determined that a mere 0.09% lost dial tone during conversion.

Does this number reflect Georgia, Florida, or BellSouth systemwide?

RESPONSE: This number reflects BellSouth system-wide.

RESPONSE BY: Ron Pate

Respectfully submitted this 15th day of August, 2003.

*Nancy B. White*

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July 29, 2003

**Via Electronic Mail and Hand Delivery**


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Tallahassee, FL 32399-0850

**Re: 030349-TP (Supra \$75 Cash Back Promotion)**

Dear Ms. Dodson:

Enclosed is BellSouth Telecommunications, Inc.'s Responses to the Staff of the Florida Public Service Commission's First Set of Interrogatories, dated July 14, 2003.

Sincerely,

  
James Meza III (KA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

**CERTIFICATE OF SERVICE  
DOCKET NO. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail, First Class U. S. Mail and (\*) Hand Delivery this 29th day of July, 2003 to the following:

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James Meza III (K#)

REQUEST: Can BellSouth's retail operations' electronically access wholesale customer information (end-user CPNI)? Please explain in detail how BellSouth accesses wholesale customer information.

RESPONSE: No. BellSouth's retail operations have no access – electronic or otherwise – to wholesale customer information.<sup>1</sup> When service reps type in a CLEC account number, RNS returns a screen that states the account “belongs to a local service provider.” The rep can select that the customer wants to remain with the current local service provider and the RNS session is shut down and the rep ends the contact. If the customer wishes to switch to BellSouth, the rep will select that option and RNS will allow the rep to take a new order for the customer.

RESPONSE BY: Traci Tidmore

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<sup>1</sup> The only exception to the above relates to two employees in the MKIS organization who have limited access to certain wholesale information for purposes of generating a specific monthly report regarding end user migration on an aggregate, system wide level. This report has nothing to do with, and is not used in connection with, any reacquisition activities.

REQUEST: Describe any system-related firewalls and all other internal controls in place to prevent BellSouth's retail operations' from electronically accessing wholesale customer information (end-user CPNI).

RESPONSE: BellSouth's wholesale business unit places indicators on CLEC accounts. These indicators are recognized by BellSouth's retail ordering system and will not allow the retail representative to access or change the CLEC accounts. If a retail representative tries to access a CLEC account, he or she receives a message advising that the account belongs to a CLEC and instructing the agent to refer the customer to his or her current service provider.

In addition, log-on ID controls exist with respect to the Strategic Information Warehouse ("SIW"). The log-on ID issued to an employee in the retail operations will not enable access to the part of the SIW containing wholesale data.

Moreover, please see BellSouth's response to Interrogatory No. 7 regarding Operation Sunrise.

RESPONSE BY: Traci Tidmore/Ed Wolfe

REQUEST: Referring to Supra witness Nilson's testimony on page 12, footnote 7, please comment on sentence 4 of the footnote.

RESPONSE: Sentence 4 of footnote 7 states: "Finally, there remain serious security and CPNI issues raised by the direct access ordered by the Award that the parties must still resolve."

Footnote 7 was written by BellSouth, not Supra, as part of its Motion for Reconsideration and Interpretation filed on June 20, 2001 in the Arbitration between BellSouth and Supra before the CPR Institute. On page 12 of his testimony, Mr. Nilson inserted a large quote from that motion and included a footnote from it. In BellSouth's original Motion, it was footnote 5, on page 10.

By "serious security" issues, BellSouth meant corporate security concerns. Allowing an ALEC direct access to its systems would have meant that the ALEC had access to BellSouth's proprietary information.

By "CPNI issues," BellSouth meant that allowing Supra access to ROS (or DOE for that matter) would have allowed Supra potentially to have access to the CPNI of BellSouth's end users, for example.

RESPONSE BY: Ronald M. Pate



REQUEST: Referring to Supra witness Nilson's testimony on page 17, lines 7-14, and Exhibit DAN-18, page 18, lines 18-27, explain how disconnects and LPIC changes used for BellSouth's winback programs are fed from the SOCS program to the Harmonize program.

RESPONSE: Each night, SOCS creates an extract file of all orders from the preceding 24-hour period. The extract file is posted to a mainframe repository, which resides in a computer environment separate from the SIW. And each night, using the Harmonize feed, various types of orders -- including retail and wholesale disconnect orders and orders of other types -- are harvested from this extract file and downloaded into a database on the SIW called the Harmonize database. The Harmonize database is separate from the Sunrise database on the SIW. For a complete understanding of Operation Sunrise, please see BellSouth's response to Interrogatory No. 7.

Although LPIC changes do flow into the Harmonize database, that information is not used in connection with any "winback" program.

RESPONSE BY: Michelle Summers/Ed Wolfe

**REQUEST:** Referring to Supra witness Nilson's testimony on page 17, line 12, and page 19, lines 19-21, describe the CAR and CARE reports in detail — explaining the purpose of the reports, the data feeds that go in to and out of the reports, and the sources for the data feeds. Also, if possible, provide a flowchart that depicts how CAR and CARE interrelate with BellSouth's OSS.

**RESPONSE:** The Change Activity Register, or "CAR," was never offered or used in Florida. The Customer Account Record Exchange, or "CARE," is an industry-wide interface, created and managed by BellSouth's interconnection services, that interexchange carriers ("IXCs") and local exchange carriers ("LECs") use to communicate. Numerous LECs and IXCs participate in the Ordering and Billing Forum ("OBF"), an industry group. Through OBF, these carriers developed a standard system of codes and procedures to be used by LECs and IXCs to know when an interLATA or intraLATA toll customer has been acquired or lost. Any carrier can join OBF and participate in CARE. In other words, although BellSouth's interconnection group manages CARE, any carrier in BellSouth's region can subscribe and obtain CARE data. BellSouth's retail operating unit subscribes like any other carrier and receives exactly the same data as any other carrier. In fact, Supra itself receives CARE data in hard copy form.

A change of local toll or long distance provider can be initiated by either a LEC or an IXC. Any time a transaction occurs that affects an end user's interLATA or intraLATA toll service, CARE sends certain data to (1) the acquiring interLATA or intraLATA toll carrier, (2) the losing interLATA or intraLATA carrier, and (3) the end user's local exchange carrier. The first two pieces of data serve to notify the acquiring and losing interLATA or intraLATA carriers that a customer has been lost or gained. The third piece of data serves to notify the end user's local exchange carrier that one of its customers has undergone a change in interLATA or intraLATA toll carriers.

CARE provides informational data to the carrier of record regarding account changes. There are two different methods by which CARE obtains this data. The first is a carrier submitted transaction (i.e., the carrier submits a file via CARE to BellSouth's wholesale organization to change the PIC of an end user. CARE will then send the former carrier a disconnect notice and the new carrier a connect notice). The second method by which CARE obtains data is reading the CRIS

RESPONSE (Cont'd):

completed order file. The CRIS completed order file provides information on end user PIC changes that occurred through the BellSouth business office (i.e., an end user calls the BellSouth business office and changes his or her PIC from Carrier A to Carrier B). BellSouth will then send the former carrier a disconnect notice and the new carrier a connect notice.

The information contained in the connect and disconnect notices are the Billing Telephone Number (BTN), Working Telephone Number (WTN), Terminal Number (if applicable), Customer Type Indicator (Business, Residential, and Coin), Non-Pub or Non-List (if applicable), Billing Name and Address (BNA), Order Number, ISDN Indicator, and a Jurisdictional Indicator (InterLATA, IntraLATA or both).

In both instances described above, if the end user's local service is a resold or UNE/UNE-P line, the local service provider will also receive a modified copy of the PIC disconnect and the connect that was sent to affected carriers (i.e., a reseller submits an order via an electronic ordering system -- LENS, TAG or EDI -- or through the LCSC to change the PIC of one of its end users. The order is processed and when complete posts to CRIS. CARE reads the CRIS completed order file, sends the disconnect notice to the former carrier, the connect notice to the new carrier and sends a copy of each to the reseller.)

RESPONSE BY: Bruce Smith/Ed Wolfe

**REQUEST:** Referring to Supra witness Nilson's testimony on page 19, lines 14 - 15, has BellSouth ever purchased or requested to purchase CAR and/or CARE records for any of Supra's access lines? If yes, please explain in detail, each transaction.

**RESPONSE:** If a Supra local service customer changes his or her PIC or LPIC, CARE notifies the acquiring carrier, the losing carrier, and Supra, just as it would in the case of a PIC or LPIC change involving any other LEC's local service customer. In other words, CARE sends records relating to PIC and LPIC changes on every local exchange carrier's access lines, including Supra's. As a result, there is no need for BellSouth to buy or to request to buy CARE records relating to Supra's access lines in particular.

**RESPONSE BY:** Michelle Summers/Ed Wolfe

**REQUEST:** Referring to Supra witness Nilson's testimony on page 17, lines 7-14, describe project Harmonize in detail. Please explain the purpose of the project, the data feeds that go in to and out of the project and the sources for the data feeds. Also, if possible, provide a flowchart that depicts how Harmonize interrelates with BellSouth's OSS.

**RESPONSE:** The following describes the information flow. SOCS is a BellSouth system that processes all retail and wholesale service orders. When a CLEC submits an LSR to convert a BellSouth retail customer's local service to that CLEC, an order flows into SOCS. Likewise, when a BellSouth retail customer calls BellSouth to disconnect service, the resulting order flows into SOCS. Numerous other transactions relating to BellSouth wholesale and retail access lines also generate orders; these orders have nothing to do with disconnection of service, but they flow into SOCS too. Each order contains an array of information about the end user account to which it pertains.

Each night, SOCS creates an extract file of all orders from the preceding 24-hour period. The extract file is posted to a mainframe repository, which resides in a computer environment separate from the SIW. And each night, using the Harmonize feed, various types of orders -- including retail and wholesale disconnect orders and orders of other types -- are harvested from this extract file and downloaded into a database on the SIW called the Harmonize database. The Harmonize database is separate from the Sunrise database on the SIW.

Once each week, Operation Sunrise downloads from the Harmonize database all of the completed residential orders from the preceding seven days into a temporary table. If an order has not completed or is not associated with a residential account, Sunrise does not download it into the temporary table. Next, Sunrise eliminates all orders except D and C orders. At this point, the temporary table contains all orders in SOCS from the previous seven days that involve completed disconnections of residential retail service -- both CLEC-initiated disconnections and those initiated by BellSouth's retail operations.

RESPONSE (Cont'd):

Next, Sunrise eliminates from the temporary table both those orders that do not have disconnect reason codes and those orders that have certain retail-inserted disconnect reason codes indicating that the disconnect was for a reason other than a switch to a competitor. What remains after this step is a pool of disconnect orders in a temporary table for which no reason has been provided to BellSouth's retail operations. BellSouth presumes that all of these remaining orders are competitive disconnections; in reality, some of them are, but others are non-competitive retail-initiated disconnections.

Then, Operation Sunrise copies into a permanent table in the Sunrise database certain data from each remaining disconnect order: the NPA, the NXX, the line, the customer code, and the date the data was extracted from SOCS. The temporary table is then purged completely. At this point, all information contained in the disconnect order that even arguably could be considered CPNI or wholesale information is gone.

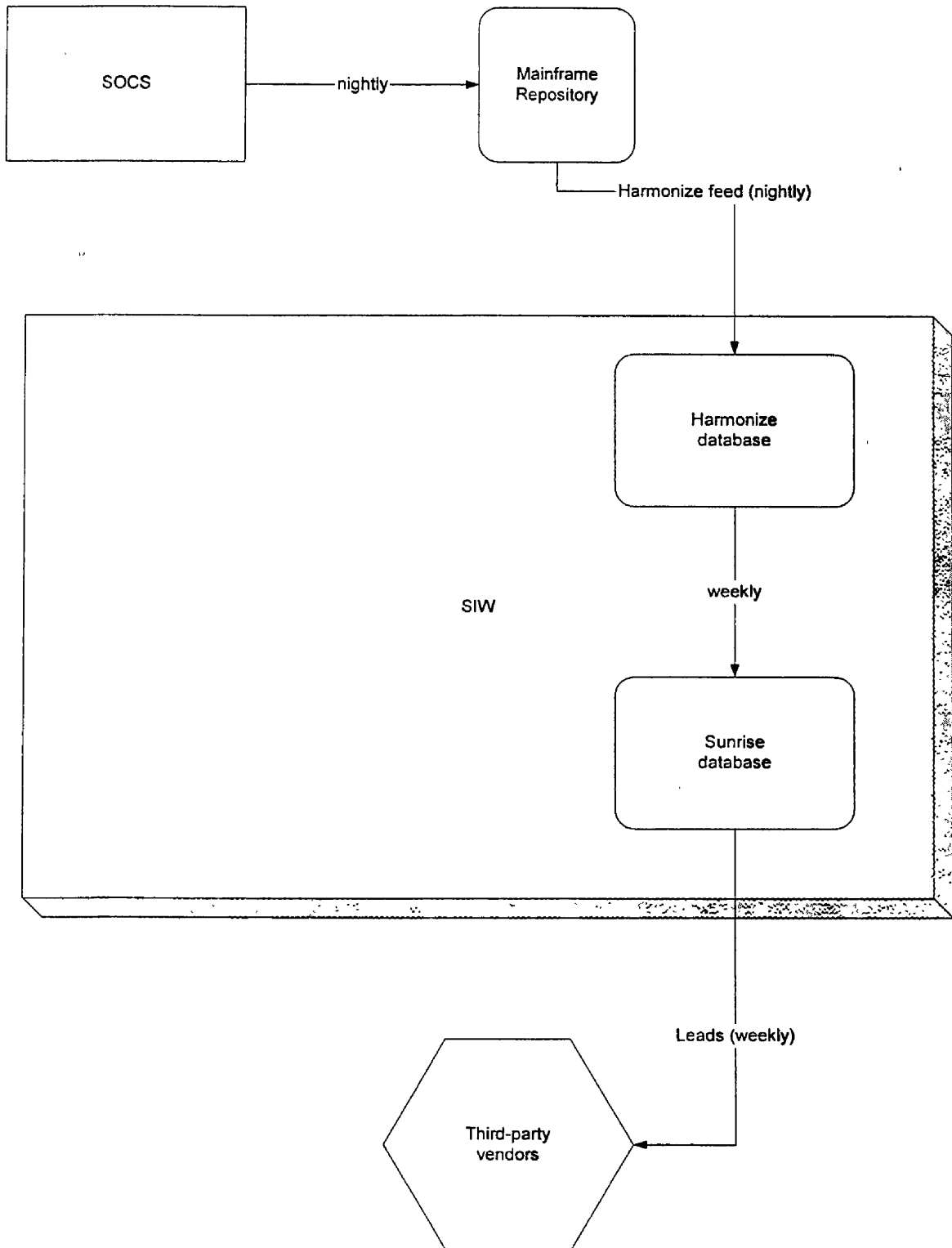
Then, using the limited data in this permanent Sunrise table, Operation Sunrise matches each disconnect order to a former BellSouth customer service record. The customer service record, which comes from CRIS, shows the last information BellSouth had concerning the customer's name, address, and subscribed-to services before the disconnection occurred. Operation Sunrise then uses that information to generate leads for the retail marketing organization, which, in turn, are sent to third-party vendors.

The attached chart depicts this process.

RESPONSE BY: Michelle Summers/Ed Wolfe

BellSouth Telecommunications, Inc.  
FPSC Dkt. 030349-TP  
Staff's 1<sup>st</sup> Set of Interrogatories  
July 14, 2003  
Item No. 7

ATTACHMENT





BellSouth Telecommunications, Inc.  
FPSC Dkt. 030349-TP  
Staff's 1<sup>st</sup> Set of Interrogatories  
July 14, 2003  
Item No. 8  
Page 1 of 1

REQUEST: Referring to Supra witness Nilson's testimony on page 22, lines 6-14, how is Firm Order Commitment (FOC) information relayed to BellSouth's marketing department?

RESPONSE: Firm Order Commitment (FOC) information is not relayed to BellSouth's marketing department.

RESPONSE BY: John Ruscilli

REQUEST: Referring to Supra witness Nilson's testimony on page 22, lines 10-14, explain how Sunrise Systems "watch" CLEC completed orders. Explain how Sunrise Systems send related customer information to BellSouth marketing.

RESPONSE: Sunrise systems do not "watch" CLEC completed orders. The sources of the information used in local service reacquisition activities are set forth in detail in BellSouth's response to Interrogatory No. 7.

RESPONSE BY: Ed Wolfe/Michelle Summers

REQUEST: Referring to Supra witness Nilson's testimony on page 26, line 8, Supra alleges customer information from CRIS is used by BellSouth to generate winback promotions. Explain how the customer information from CRIS could be used for marketing purposes for winbacks.

RESPONSE: When a customer leaves BellSouth retail, that customer's service record while he or she was a BellSouth customer is preserved in CRIS. As explained in the response to Interrogatory No. 7, after Operation Sunrise parses out the permissible information from the disconnect orders (*i.e.* the NPA, the NXX, the line, the customer code, and the date the data was extracted from SOCS), BellSouth's retail marketing organization matches that data with the former BellSouth customers' service records in CRIS. In matching this information, BellSouth only views its historic customer service record for the customer in question and not any information from the CLEC or the customer's service records with the CLEC.

RESPONSE BY: Michelle Summers/Ed Wolfe

**REQUEST:** Explain how the data in CRIS is delineated between BellSouth's wholesale and retail operations.

**RESPONSE:** Information for both wholesale and retail billing operations is housed in the Customer Records Information System (CRIS). Wholesale "accounts" are tagged with one of two Field Identifiers (FIDs). The presence of one of these FIDs on an account will trigger a security measure within the Business Office Customer Records and Information System (BOCRIS) limiting access to the account to only those employees engaged in supporting wholesale customer care or billing functions.

**RESPONSE BY:** Clyde Greene

REQUEST: Referring to Supra witness Nilson's testimony on page 26, lines 8-13, Supra claims that a customer conversion should not trigger a winback since nothing goes through SOCS. Supra implies that this is evidence that the wholesale/retail barrier has been breached. Please explain how a winback situation would be triggered if no customer information goes through SOCS.

RESPONSE: Mr. Nilson's testimony on this point is simply wrong. When service to a BellSouth retail customer is disconnected for any reason – be it a switch to a competitor or another type of disconnection – a disconnect or change order flows through SOCS. Thus, contrary to Mr. Nilson's testimony, even if a single C order is used for a CLEC conversion, a disconnect order is generated in BellSouth's systems. It is disconnect orders that are used in reacquisition activities according to the process described in response to Interrogatory No. 7.

RESPONSE BY: Michelle Summers/Ed Wolfe

**REQUEST:** Referring to Supra witness Nilson's testimony on page 31, lines 21-26, Supra suggests that BellSouth should personalize winback mailings with an actual date as opposed to a pre-printed date. Is this a feasible option in making winback letter mailings? Please explain.

**RESPONSE:** It would be possible to date the winback letter. Loss notification letters are issued with the date the letter is processed at the print supplier. Changes in both types of letters would require BellSouth to change the formatting and layout of the letters. BellSouth has not calculated the cost of making these changes.

**RESPONSE BY:** Mickey DeBruin/Caroline Williams

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In the Matter of: Complaint by Supra )  
Telecommunications and Information )  
Systems, Inc. Against BellSouth )  
Telecommunications, Inc. Regarding )  
BellSouth's Alleged Use of Carrier to )  
Carrier Information )

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Docket No. 030349-TP

**AFFIDAVIT OF EVELYN P. PETERS**

I, Evelyn P. Peters, Docket Manager, BellSouth Telecommunications, Inc. ("BellSouth"),  
being duly sworn, deposes and states as follows:

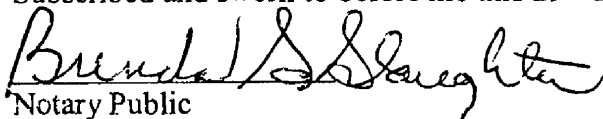
I have read BellSouth's responses to the discovery requests of the Florida Public Service  
Commission Staff in the above-captioned case, and all documents produced and statements are  
truthful and accurate to the best of my personal knowledge.

FURTHER AFFIANT SAYETH NOT.

  
EVELYN P. PETERS

STATE OF GEORGIA

Subscribed and sworn to before me this 29<sup>th</sup> day of July, 2003.

  
Notary Public

My Commission Expires:

**Brenda S. Slaughter**  
Notary Public, Rockdale County, Georgia  
My Commission Expires July 29, 2006

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint by Supra )  
Telecommunications and Information )  
Systems, Inc. Regarding BellSouth's )  
Alleged Use of Carrier to Carrier )  
Information )

Docket No. 030349-TP

Filed: August 19, 2003

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
RESPONSES AND OBJECTIONS TO SUPRA'S  
FIRST SET OF INTERROGATORIES**

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Responses and Objections to the First Set of Interrogatories propounded by Supra Telecommunications and Information Systems, Inc.'s ("Supra") on August 7, 2003.

**GENERAL OBJECTIONS**

BellSouth makes the following general objections to Supra's First Set of Interrogatories:

1. BellSouth objects to Supra's Instructions and Definitions to the extent they seek to impose an obligation on BellSouth beyond the requirements of the Florida law.
2. BellSouth objects to any Interrogatories to the extent that such Interrogatories may seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules of discovery.



3. BellSouth has interpreted Supra's Interrogatories to apply to BellSouth's regulated intrastate operations in Florida and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Florida Public Service Commission ("Commission"), BellSouth objects to such requests as irrelevant, overly broad, unduly burdensome, and oppressive.

4. BellSouth objects to each and every Interrogatory and instruction to the extent that such interrogatory or instruction calls for information that is exempt from discovery by virtue of the attorney client privilege, the work product doctrine, or other applicable privilege.

5. BellSouth objects to each Interrogatory to the extent that it is vague, ambiguous, overly broad, imprecise, or to the extent that it utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these Interrogatories. Any answers provided by BellSouth in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objections.

6. BellSouth objects to each Interrogatory to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.

7. BellSouth objects to providing information to the extent that such information has already been provided, is already within the possession of Supra, or is readily accessible through publicly available means.

8. BellSouth objects to each Interrogatory to the extent that responding to it would be unduly burdensome, expensive, oppressive, or excessively time consuming.

9. BellSouth objects to any Interrogatories that seek to obtain "all" of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by BellSouth in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objection.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the Interrogatories purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

REQUEST: Mr. Ruscilli states in his Direct Testimony that:

“A few examples of possible disconnect reasons are moving, deceased, no further use, changing local service providers, and bankruptcy.” DT, Pg. 6, lines 21-22. (Emphasis added)

Mr. Wolfe in his Rebuttal Testimony further elaborates on Mr. Ruscilli's general statement. He states:

“In the case of a BellSouth retail customer calling to disconnect his or her service, an abandoned station, a retail customer's nonpayment of his account, or numerous other reasons, the disconnect order originates from BellSouth's retail operations. In either case, a specialized reason code is assigned to each order.” RT, Pg. 4, lines 23-25 and Pg. 5, lines 1-2. (Emphasis added).

Finally, Mr. Wolfe, in his Rebuttal Testimony, clarifies who actually assigns the reason code with respect to in-bound calls to BellSouth's retail operations. He states:

“For a retail customer who has called BellSouth to disconnect service, the reason code is assigned by the retail customer service agent who handles the call.” RT, Pg. 5, Lines 6-8. (Emphasis added).

For the period beginning June 9, 2002 through June 9, 2003, please identify for the Florida region, how many disconnect orders are the product of an in-bound call to BellSouth's retail Customer Service Representatives (“CSR”) in which the CSR assigned a Disconnect Reason Code (“DCR”) identifying that the retail customer is “changing local service providers?”

RESPONSE: There is no specific disconnect reason code that identifies when a retail customer is “changing local service providers.” Thus, BellSouth is unable to identify the corresponding associated disconnect orders.

RESPONSE BY: Ed Wolfe

REQUEST: Mr. Wolfe states in his Rebuttal Testimony that:

“In the case of a CLEC converting a BellSouth retail customer to the CLEC, the disconnect or change order originates from the CLEC’s Local Service Request (“LSR”), which is sent to BellSouth either manually or electronically.” Pg. 4, lines 20-23. (Emphasis added).

Mr. Wolfe goes on to state that:

“For an LSR send by a CLEC, the disconnect or change order and the appropriate disconnect reason code are generated electronically by BellSouth’s OSS or generated by the LCSC if the CLEC has sent the LSR manually.” (Emphasis added). RT, Pg. 5, lines 4-6.

- a) For the period beginning June 9, 2002 through June 9, 2003, Please identify for the Florida region, how many disconnect orders were generated, that originated from CLEC LSRs. Specifically, those disconnection orders that are the product of a LSR. Specifically, those disconnect orders that are the product of a CLEC LSR submitted electronically?
- b) For the period beginning June 9, 2002 through June 9, 2003, Please identify for the Florida region, how many disconnect orders were generated, that originated from CLEC LSRs. Specifically, those disconnect orders that are the product of a CLEC LSR submitted manually through LCSC?

RESPONSE: BellSouth objects to this interrogatory on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. Subject to the foregoing objection, BellSouth is compiling information responsive to this interrogatory and will provide a response as soon as possible.

REQUEST: As already noted, Mr. Wolfe explains that:

“For an LSR sent by a CLEC, the disconnect or change order and the appropriate disconnect reason code are generated electronically by BellSouth’s OSS or generated by the LCSC if the CLEC has sent the LSR manually.” (Emphasis added). RT, Pg. 5, lines 4-6.

- (a) Please articulate with specificity “when” the CLEC LSR, that is submitted electronically, is assigned the reason code “changing local service providers?” This reason code was articulated by Mr. Ruscilli in his Direct Testimony, Pg. 6, line 22.
- (b) Please articulate with specificity “how” the CLEC LSR, that is submitted electronically, is assigned the reason code “changing local service providers?” This reason code was articulated by Mr. Ruscilli in his Direct Testimony, Pg. 6, line 22.

RESPONSE: (a) The disconnect reason code is assigned by the Local Exchange Service Order Generator (LESOG) when LESOG is generating a service order from the LSR submitted by the CLEC. For a description of LESOG, see page 22, lines 4017 of the Rebuttal Testimony of Ronald M. Pate filed on July 25, 2003.

- (b) LESOG assigns the disconnect reason code when LESOG converts the CLECLSR into a Change (C) or Disconnect (D) service order. LESOG knows to assign the code because the LSR contains a RESH or AECN and the FID DCR (disconnect reason) or PDCR (partial disconnect reason) in the Bill section of the LSR.

The RESH is the four-digit code for a reseller. The AECN is the four-digit code for a facility-based carrier. FID stands for Field Identifier.

RESPONSE BY: Ronald M. Pate

REQUEST: Mr. Pate explains that the SOAC manages the "service order" through the steps necessary to "complete the order." He states:

"SOCS communicates the order with the Service Order Activation and Control System ("SOAC"), which manages the service order process with respect to the specialized systems that design and activate network-based services, assign facilities, maintain central office inventory, and manage the customer account information. In doing so, SOAC directs each service order through all steps necessary to complete the order and provision the service." RT, pg. 31, lines 13-18. (Emphasis added).

Does SOACs automatically "notify" the Harmonize database once the CLEC initiated conversion is complete? If not, please articulate "how" the Harmonize database is "notified" (whether manually or mechanically) that a pending service order is complete?

RESPONSE: No, SOAC does not notify the Harmonize database.

For the interaction between SOCS and Harmonize, see the Rebuttal Testimony of Michelle N. Summers and Edward Wolfe, particularly pages 9-12.

RESPONSE BY: Michelle Summers and Ed Wolfe

REQUEST: Mr. Wolfe defines what information is contained in the "disconnect order" that is provided to MKIS. He states:

"Next, Operation Sunrise copies into a permanent table in the Sunrise database certain data from each remaining disconnect order: the NPA, the NXX, the line; the customer code, and the date the data was extracted from SOCs. The temporary table is then purged completely." RT, pg. 11, lines 10-1. (Emphasis added).

Please articulate with specificity what BellSouth means by "the line" and the phrase "customer code?" Please answer this question with respect to CLEC initiated service orders for conversions over UNE-P and BellSouth retail initiated service orders.

RESPONSE: The NPA is the area code. The NXX is generally attributed to the exchange. In Operation Sunrise the line represents the last four digits in a 10-digit telephone number. BellSouth assigns a three-digit Customer Code to each customer when establishing an account. The NPA, NXX, Line number plus the customer code make up the customer account number.

This information is contained on completed local service disconnect orders, regardless of the order source (CLEC initiated or retail- initiated).

RESPONSE BY: Ed Wolfe

Respectfully submitted this 19<sup>th</sup> of August, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

*Nancy B. White*

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(CA)

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#502027



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint by Supra )  
Telecommunications and Information )  
Systems, Inc. Regarding BellSouth's )  
Alleged Use of Carrier to Carrier )  
Information )

Docket No. 030349-TP

Filed: August 19, 2003

**BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSES AND  
OBJECTIONS TO SUPRA'S FIRST REQUEST FOR PRODUCTION**

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28-106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Responses and Objections to the Request for the Production of Documents propounded by Supra Telecommunications and Information Systems, Inc.'s ("Supra") on August 7, 2003.

**GENERAL OBJECTIONS**

BellSouth makes the following general objections to Supra's First Request for Production:

1. BellSouth objects to Supra's Instructions and Definitions to the extent they seek to impose an obligation on BellSouth beyond the requirements of the Florida law.
2. BellSouth objects to any Request to the extent that such Request may seek to impose an obligation on BellSouth to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this case on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules of discovery.
3. BellSouth has interpreted Supra's Request to apply to BellSouth's regulated intrastate operations in Florida and will limit its responses accordingly. To the

extent that any request is intended to apply to matters other than Florida intrastate operations subject to the jurisdiction of the Florida Public Service Commission (“Commission”), BellSouth objects to such requests as irrelevant, overly broad, unduly burdensome, and oppressive.

4. BellSouth objects to each and every Request instruction to the extent that such request or instruction calls for information that is exempt from discovery by virtue of the attorney client privilege, the work product doctrine, or other applicable privilege.

5. BellSouth objects to each Request to the extent that it is vague, ambiguous, overly broad, imprecise, or to the extent that it utilizes terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these Requests. Any answers provided by BellSouth in response to these Requests will be provided subject to, and without waiver of, the foregoing objections.

6. BellSouth objects to each Request to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.

7. BellSouth objects to providing information to the extent that such information has already been provided, is already within the possession of Supra, or is readily accessible through publicly available means.

8. BellSouth objects to each Request to the extent that responding to it would be unduly burdensome, expensive, oppressive, or excessively time consuming.

9. BellSouth objects to any Request that seeks to obtain “all” of particular documents, items, or information to the extent that such requests are overly broad and

unduly burdensome. Any answers provided by BellSouth in response to these Requests will be provided subject to, and without waiver of, the foregoing objection.

10. BellSouth is a large corporation with employees located in many different locations in Florida and in other states. In the course of its business, BellSouth creates countless documents that are not subject to Commission or FCC retention of records requirements. These documents are kept in numerous locations that are frequently moved from site to site as employees change jobs or as the business is reorganized. Therefore, it is possible that not every document has been identified in response to these requests. BellSouth will conduct a search of those files that are reasonably expected to contain the requested information. To the extent that the Requests purport to require more, BellSouth objects on the grounds that compliance would impose an undue burden or expense.

**SPECIFIC RESPONSES**

BellSouth Telecommunications, Inc.  
FPSC Dkt 030349-TP  
Supra's 1<sup>st</sup> Request for Production  
Dated August 7, 2003  
Item No. 1  
Page 1 of 1

REQUEST: Chapter 47 Section 64.2009(c) of Code of Federal Regulations states:

All carriers shall maintain a record, electronically or in some other manner, of their sales and marketing campaigns that use CPNI. The record must include a description of each campaign, the specific CPNI that was used in the campaign, the date and purpose of the campaign, and what products or services were offered as part of the campaign. Carriers shall retain the record for a minimum of one year.

Please provide these records for sales and marketing campaigns used in Florida.

RESPONSE: Responsive documents will be produced upon the execution of a nondisclosure agreement.

REQUEST: Mr. Wolfe explains in his Rebuttal that:

“All “disconnect” orders and certain “new,” change,” and “transfer” orders flow nightly into the Harmonize database on the Strategic Information Warehouse (“SIW”), a data warehouse, via a data feed called the Harmonized feed, which is sourced from SOCS data.” (Emphasis added) RT, Pg. 5, lines 10-13.

Mr. Wolfe further provides that:

“Each night, SOCS creates an extract file of all orders from the preceding 24-hour period. The extract file is posted to a mainframe repository, which resides in a computer environment separate from the SIW. And each night, using the Harmonized feed, various types of orders – including retail and wholesale disconnect orders and orders of other types – are harvested from this extract file and downloaded into a database on the SIW called the Harmonize database. The Harmonize database is separate from the Sunrise database on the SIW.” TR, Pg. 10, lines 8-15.

- a) Please provide a copy of the “extract file” that is taken from SOCS on a “nightly” basis. Please provide this data for any one week period (seven days) between June 9, 2002 through June 9, 2003, for the Florida region.

RESPONSE (Cont'd):

- b) Using the sample "extract file", produced above, please provide a copy of the Harmonize database for the same one week period used above (i.e. one week period (seven days) between June 9, 2002 through June 9, 2003, for the Florida region). Specifically, those "orders" that are harvested from this extract file and downloaded into the Harmonize database.

RESPONSE: BellSouth objects to this request on the grounds that it would require BellSouth to create documents that do not exist. Subject to the foregoing objection, BellSouth has no responsive documents because the "extract file" for any week in the time period in question has been purged.

REQUEST: Mr. Wolfe explains in his Rebuttal that:

“The local service reacquisition function of Sunrise processes data from the harmonized database on a weekly basis in a manner that filters out any information that could even arguably be considered CPNI or wholesale information.” (Emphasis added) RT, Pg. 5, lines 13-16.

Mr. Wolfe goes on to explain that:

“Once each week, Operation Sunrise downloads from the Harmonize database all of the completed residential orders from the preceding seven days into a temporary table . . . At this point, the temporary table contains all orders in SOCS from the previous seven days that involve completed disconnections of residential retail service – both CLEC initiated disconnections and those initiated by BellSouth’s retail operations.” (Emphasis added). RT, pg. 10, lines 17-19 and 21-24.

Using the sample data that populated the Harmonize database, produced above in POD #3, for the same one week period (i.e. one week period (seven days) between June 9, 2002 through June 9, 2003, for the Florida region) please provide a copy of the “data” contained in the temporary table referenced in your Rebuttal Testimony. Specifically, the “Harmonize data” that is forwarded to the “temporary table” referenced above in your Rebuttal Testimony.

RESPONSE: BellSouth objects to this request on the grounds that it may require BellSouth to create documents that do not exist. Subject to the foregoing objection, BellSouth has no responsive documents because the “temporary table” for any week in the time period in question has been purged.

REQUEST: Mr. Wolfe then defines what information is contained in the "disconnect order" that is provided to MKIS. He states:

"Next, Operation Sunrise copies into a permanent table in the Sunrise database certain data from each remaining disconnect order: the NPA, the NXX, the line, the customer code, and the date the data was extracted from SOCS. The temporary table is then purged completely." RT, pg. 11, lines 10-12.

Mr. Wolfe states further that:

"Operation Sunrise matches each disconnect order to a former BellSouth customer service record." (Emphasis added). RT, Pg. 11, lines 17-18.

Using the sample data that populated the Temporary Sunrise database, produced above in POD #3, for the same one week period (i.e. one week period (seven days) between June 9, 2002 through June 9, 2003, for the Florida region), please provide a copy of the "data" contained in the Permanent table referenced in your Rebuttal Testimony.

RESPONSE: BellSouth objects to this request on the grounds that it may require BellSouth to create documents that do not exist. Subject to the foregoing objection, BellSouth is still determining whether it can compile documents responsive to this request.



**REQUEST:** Please provide at least twenty (20) sample "service orders" from SOCS: (A) Ten (10) CLEC initiated "change orders," and (B) Ten (10) BellSouth's initiated retail disconnection orders. The sample orders must come from the same data produced in POD Nos. 2, 3, and 4 above (i.e. one week period (seven days) between June 9, 2002 through June 9, 2003, for the Florida region).

**RESPONSE:** BellSouth objects to this request on the grounds that it is (1) irrelevant and not likely to lead to the discovery of admissible evidence; (2) may require BellSouth to create documents that do not exist; and (3) there are no service orders for the time period in question in SOCS.

Respectfully submitted this 19<sup>th</sup> of August, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

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#502030

OFFICE COPY

E. EARL EDENFIELD, JR.  
Senior Regulatory Counsel

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0763

August 22, 2003

**Via Electronic Mail and Federal Express**

Adenet Medacier, Esq.  
Jorge L. Cruz-Bustillo, Esq,  
Legal Department  
Supra Telecommunications and  
Information Systems, Inc.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, Florida 33133

**Re: 030349-TP (Supra \$75 Cash Back Promotion)**

Dear Messrs. Medacier and Cruz-Bustillo:

Enclosed is BellSouth Telecommunications, Inc.'s Responses to Supra's Second Request for Production (6-9), dated August 15, 2003, in the captioned docket.

Sincerely,

*E. Earl Edenfield, Jr.*  
E. Earl Edenfield, Jr. (LA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

**CERTIFICATE OF SERVICE  
DOCKET NO. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Federal Express this 22nd day of August, 2003 to the following:

Linda Dodson  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6216  
[ldodson@psc.state.fl.us](mailto:ldodson@psc.state.fl.us)

Adenet Medacier, Esq.  
Jorge L. Cruz-Bustillo, Esq.  
Legal Department  
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2620 S.W. 27<sup>th</sup> Avenue  
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Tel. No. (305) 476-4240  
Fax. No. (305) 443-9516  
[amedacier@stis.com](mailto:amedacier@stis.com)  
[jorge.cruz-bustillo@stis.com](mailto:jorge.cruz-bustillo@stis.com)

Ann Shelfer, Esq.  
Supra Telecommunications and  
Information Systems, Inc.  
1311 Executive Center Drive  
Koger Center - Ellis Building  
Suite 200  
Tallahassee, FL 32301-5027  
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E. Earl Edenfield, Jr.  
E. Earl Edenfield, Jr. (KA)

BellSouth Telecommunications, Inc.  
FPSC Dkt 030349-TP  
Supra's 2nd Request for Production  
Dated August 15, 2003  
Item No. 6  
Page 1 of 1

REQUEST: Please provide all documents to substantiate your response to Supra's First Interrogatory.

Interrogatory No. 1

For the period beginning June 9, 2002 through June 9, 2003, please identify for the Florida region, **how many** disconnect orders are the product of an in-bound call to BellSouth's retail Customer Service Representatives ("CSR") in which the CSR assigned a Disconnect Reason Code ("DCR") identifying that the retail customer is "changing local service providers?"

RESPONSE: See BellSouth's response to Interrogatory No. 1 in Supra's 1<sup>st</sup> Set of Interrogatories.

REQUEST: Please provide all documents to substantiate your response to Supra's Second Interrogatory.

Interrogatory No. 2(a) and 2(b)

- 2a) For the period beginning June 9, 2002 through June 9, 2003, Please identify for the Florida region, how many disconnect orders were generated, that originated from CLEC LSRs. Specifically, those disconnection orders that are the product of a LSR. Specifically, those disconnect orders that are the product of a CLEC LSR submitted electronically?
- 2b) For the period beginning June 9, 2002 through June 9, 2003, Please identify for the Florida region, how many disconnect orders were generated, that originated from CLEC LSRs. Specifically, those disconnect orders that are the product of a CLEC LSR submitted manually through LCSC?

RESPONSE: BellSouth has no responsive documents.

RESPONSE BY: Ron Pate

REQUEST: Please provide all documents to substantiate your response to Supra's Third Interrogatory.

3(a) Please articulate with specificity "when" the CLEC LSR, that is submitted electronically, is assigned the reason code "changing local service providers?" This reason code was articulated by Mr. Ruscilli in his Direct Testimony, Pg. 6, line 22.

RESPONSE: Please see the document provided.

RESPONSE BY: Ron Pate

BellSouth Telecommunications, Inc.  
FPSC Dkt 030349-TP  
Supra's 2nd Request for Production  
Dated August 15, 2003  
Item No. 8

ATTACHMENT

PROPRIETARY



REQUEST: Please provide all documents to substantiate your response to Supra's Fourth Interrogatory.

Interrogatory No. 4

Does SOACs automatically "notify" the Harmonize database once the CLEC initiated conversion is complete? If not, please articulate "how" the Harmonize database is "notified" (whether manually or mechanically) that a pending service order is complete?

RESPONSE: Please see BellSouth's response to Interrogatory No. 4 in Supra's 1<sup>st</sup> Set of Interrogatories.

# OFFICE COPY

Legal Department

E. EARL EDENFIELD, JR.  
Senior Regulatory Counsel

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(404) 335-0763

August 22, 2003

## Via Electronic Mail and Federal Express

Adenet Medacier, Esq.  
Jorge L. Cruz-Bustillo, Esq,  
Legal Department  
Supra Telecommunications and  
Information Systems, Inc.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, Florida 33133

Re: 030349-TP (Supra \$75 Cash Back Promotion)

Dear Messrs. Medacier and Cruz-Bustillo:

Enclosed is BellSouth Telecommunications, Inc.'s Supplemental Response to Supra's First Set of Interrogatories (Interrogatory No. 2), dated August 6, 2003, in the captioned docket.

Sincerely,

*E. Earl Edenfield, Jr.*

E. Earl Edenfield, Jr. (EA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

**CERTIFICATE OF SERVICE  
DOCKET NO. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via  
Electronic Mail and Federal Express this 22nd day of August, 2003 to the following:

Linda Dodson  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6216  
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Adenet Medacier, Esq.  
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E. Earl Edenfield, Jr.  
E. Earl Edenfield, Jr.

(104)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Supra )  
Telecommunications and Information )  
Systems, Inc. Regarding BellSouth's )  
Alleged Use of Carrier to Carrier )  
Information )

Docket No. 030349-TP

Filed: August 22, 2003

**BELLSOUTH TELECOMMUNICATIONS, INC.'S  
SUPPLEMENTAL RESPONSE TO SUPRA'S  
FIRST SET OF INTERROGATORIES**

BellSouth Telecommunications, Inc. ("BellSouth"), hereby files the attached Supplemental Response to Interrogatory 2 of the First Set of Interrogatories propounded by Supra Telecommunications and Information Systems, Inc.'s ("Supra") on August 6, 2003.

Respectfully submitted this 22<sup>nd</sup> of August 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

*Nancy B. White*

\_\_\_\_\_  
NANCY B. WHITE (kw)  
JAMES MEZA  
c/o Nancy Sims  
150 South Monroe Street, #400  
Tallahassee, Florida 32301  
(305) 347-5558

and

*R. Douglas Lackey*

\_\_\_\_\_  
R. DOUGLAS LACKEY (kw)  
E. EARL EDENFIELD  
675 West Peachtree Street, #4300  
Atlanta, Georgia 30375  
(404) 335-0763

REQUEST: Mr. Wolfe states in his Rebuttal Testimony that:

“In the case of a CLEC converting a BellSouth retail customer to the CLEC, the disconnect or change order originates from the CLEC's Local Service Request (“LSR”), which is sent to BellSouth either manually or electronically.” Pg. 4, lines 20-23. (Emphasis added).

Mr. Wolfe goes on to state that:

“For an LSR send by a CLEC, the disconnect or change order and the appropriate disconnect reason code are generated electronically by BellSouth's OSS or generated by the LCSC if the CLEC has sent the LSR manually.” (Emphasis added). RT, Pg. 5, lines 4-6.

- a) For the period beginning June 9, 2002 through through June 9, 2003, Please identify for the Florida region, how many disconnect orders were generated, that originated from CLEC LSRs. Specifically, those disconnection orders that are the product of a LSR. Specifically, those disconnect orders that are the product of a CLEC LSR submitted electronically?
- b) For the period beginning June 9, 2002 through June 9, 2003, Please identify for the Florida region, how many disconnect orders were generated, that originated from CLEC LSRs. Specifically, those disconnect orders that are the product of a CLEC LSR submitted manually through LCSC?

- RESPONSE: a) There were 161,618 disconnect orders generated for the specified period.
- b) There were 3,007 disconnect orders generated for the specified period.

RESPONSE BY: Ron Pate

# CONFIDENTIAL

Document No. 09125-03

CLK note: See DN 00288-05 for Staff's directive to return this portion of Composite Exh. 2. See DN 08191-03 for remaining portion of Composite Exh. 2. pmf

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 030349-TP EXHIBIT NO. 2

COMPANY/ BellSouth-Cent. Portion

WITNESS: Responses to Subra's Staff's

DATE: 03-29-03

**CONFIDENTIAL**

Document No. 08191-03

CLK note: See Document 08191-03  
for full text.

FLORIDA PUBLIC SERVICE COMMISSION

DOCKET

NO. 030349-TP EXHIBIT NO. 2

COMPANY/ BellSouth-Cent. Portions

WITNESS: Responses to Subra's 4 Staff's

DATE: 07-29-03 [Signature]



1311 Executive Center Drive, Suite 220  
Tallahassee, FL 32301-5027

Telephone: (850) 402-0510  
Fax: (850) 402-0522  
www.supratelecom.com

July 28, 2003

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

AGENCY RECEIVED FPSC  
JUL 28 2003 11:56 AM  
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COMMISSION CLERK

**RE: Docket No. 030349-TP -  
SUPRA's NOTICE OF SERVING RESPONSES  
TO STAFF's FIRST SET OF INTERROGATORIES**

Dear Mrs. Bayo:

Enclosed is the original and one copy of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Serving Responses to Staff's First Set of Interrogatories in the above captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

RECEIVED & FILED  
*117*  
FPSC-BUREAU OF RECORDS

*Jorge Cruz-Bustillo / JWA*  
Jorge Cruz-Bustillo  
Assistant General Counsel

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 030349-TP EXHIBIT NO. 3  
COMPANY/ Supra  
WITNESS: \_\_\_\_\_  
DATE: 08-29-03

DOCUMENT NUMBER DATE  
09479 OCT-18  
FPSC-COMMISSION CLERK



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Supra  
Telecommunications and  
Information Systems, Inc.  
against BellSouth  
Telecommunications, Inc.  
regarding BellSouth's alleged  
use of carrier to carrier  
information.

DOCKET NO. 030349-TP  
JULY 14, 2003

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-7)  
TO SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

Pursuant to Rule 1.340, Florida Rules of Civil Procedure, the Staff of the Florida Public Service Commission, by and through its undersigned attorney, hereby serves its First Set of Interrogatories (Nos. 1 through 7) to Supra Telecommunications and Information Systems, Inc. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served as provided pursuant to the Rules of Civil Procedure and within the time period set out in Order No. PSC-03-0718-PCO-TP which states:

Due to the expedited time schedule for this proceeding:

- (a) All discovery requests shall be served by e-mail or fax, as well as by overnight mail;
- (b) Discovery responses shall be served within 10 calendar days of receipt of the discovery request;

- (c) There shall be no extra time for mailing throughout this proceeding; and
- (d) All discovery requests and responses shall also be served on staff.
- (e) All discovery shall be completed by August 22, 2003.

Provide the name, address and relationship to the Company of each person providing answers to the following inquiries and identify which question(s) each person answered.

DEFINITIONS

"You", "your", "Company" or "Supra" refers to Supra Telecommunications and Information Systems, Inc., its employees and authorized agents.

"Document" refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

"Identify" means:

(a) With respect to a person, to state the person's name, address and business relationship (e.g., "employee") to the Company;

(b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

"Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

INTERROGATORIES:

1. Referring to witness Nilson's testimony on page 8, lines 15-16, Nilson states that the various BellSouth pre-ordering/ordering interfaces have a direct connection to SOCS with no intervening systems.
  - a. Why were BellSouth's preordering/ordering interfaces without a intervening system?

This question is more appropriately directed at BellSouth. As far back as Docket NO. 980119, Supra contested the inefficiencies of LENS as Compared to BellSouth retail systems RNS and ROS.

RNS and ROS, directly connect to SOCS. Both were built with full online edit checking. In other words BellSouth retail Customer Service Representatives ("CSR") cannot type in an incorrect answer and move the cursor to the next field or submit the order without the OSS pointing out the error immediately and even suggesting the correction to the problem.

This commission ordered BellSouth to provide Supra access to BellSouth's own OSS in Docket No. 980119, but after an appeal that centered on legal procedure, not technical or regulatory issues, the order was replaced with one that ordered BellSouth to provide on-line edit checking to LENS, which has yet to be accomplished and the docket remains open on this fact.

Subsequently this was made an issue in commercial arbitration, and again in Docket 001305-TP, our most recent contract arbitration. In that docket, the rebuttal testimony of Mr. David Nilson addressed these issues:

"BellSouth already has a mandate to unbundle its OSS and supply it to competitors. BellSouth managers such as Mr. Ronald Pate still seem to mistakenly believe OSS unbundling merely means supplying access to the underlying data, not the **functions** contained within BellSouth's OSS interfaces. BellSouth continues to maintain that its ALEC OSS provides ALECs with the same functionality in the same time and manner as BellSouth's retail OSS, despite overwhelming evidence to the contrary. I wonder how BellSouth can continue to justify the cost of maintaining, updating and testing these ALEC

OSS systems, including the costs of staffing its LCSC to deal with problems associated therewith, when all that is necessary is to allow ALECs to access the very same OSS that BellSouth's retail departments use. I can only guess that the costs of keeping these dual systems is justified by the fact that the degraded OSS provided to ALECs prevents them from being able to deliver the same quality, timely service that BellSouth retail can, and thereby allows BellSouth to maintain its revenue base. The bottom line is that BellSouth MUST unbundle **its own** OSS and supply it to ALECs. From the Order on clarification in the recent commercial arbitration between Supra and BellSouth pgs. 4 and 5:

BellSouth argued that in requiring **direct** access to BellSouth's OSS, the Award violates contractual provisions in the Interconnection Agreement concerning electronic interfaces, principally in Attachment 15, and the regulatory guidelines set forth by the FCC in its Third Report and Order and Fourth Further Notice of Proposal Rulemaking, FCC 99-238, released November 5, 1999 ("Third Report and Order"). BellSouth concedes that nondiscriminatory access to the BellSouth OSS is a necessary prerequisite to Supra's and other Competitive Local Exchange Carriers' ("ALEC") ability to pre-order, order, provision, and repair telecommunication elements in a competitive marketplace. BellSouth challenges the need, however, for **direct** access and argues that the spirit of the Award and the Interconnection Agreement can be achieved by the Award being modified to require either (1) Supra's use of BellSouth's existing Direct Order Entry ("DOE") system, or (2) a new, so-called "permanent" or unique interface to BellSouth's OSS be created jointly by Supra and BellSouth. The Tribunal disagrees with BellSouth. (Emphasis in the Original).

BellSouth's attempt to create a false dichotomy - Supra must choose either DOE or a new interface to be developed - conflicts with the fundamental basis of the OSS ruling in the Award. None of the proffered interfaces are at parity with BellSouth's own systems. The interface used now by Supra, the Local Exchange Navigation System ("LENS"), provides nothing close to the direct access to OSS used daily by BellSouth's own customer service representatives. BellSouth's DOE is

STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 1 - 7)

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even worse than LENS because DOE is an antiquated DOS-based system that has none of the user-friendly Windows-based features enjoyed by BellSouth's employees. Moreover, BellSouth argued at the July 16 hearing, but submitted no evidence, that another ILEC's interface with only a four second delay was found to provide parity service. There is no evidence that BellSouth's LENS, DOE, or other interfaces offer anywhere near comparable performance to that which BellSouth described. (Emphasis added.)

Faced with the overwhelming deficiencies in DOE and its other interfaces offered to Supra and other ALEC's, BellSouth argues the second part of its false dichotomy - that Supra must jointly develop a new interface with BellSouth. The record shows that both AT&T and Supra attempted to create their own interfaces to BellSouth's OSS and abandoned their projects. Even Attachment 15 to the Interconnection Agreement, while providing detailed provisions concerning interfaces, expressly provided that "[t]his Attachment 15 reflects compromises on the part of both [Supra] and BellSouth. By accepting this Attachment 15, [Supra] does not waive its right to non-discriminatory access to Operations Support Systems of BellSouth." Interconnection Agreement, Attachment 15, § 10.1. In addition, the same Attachment 15 on which BellSouth so heavily relies indicates in its "Purpose" section that:

For all Local Services, Network Elements and Combinations ordered under this Agreement, BellSouth will provide [Supra] and its customers ordering and provisioning, maintenance, and repair and pre-ordering services within the same level and quality of service available to BellSouth, its Affiliates, and its customers.

*Id.*, at Attachment 15 § 1.2 (emphasis added). Finally, the FCC's Third Report and Order found that "lack of access to [BellSouth's and other ILEC's] OSS impairs the ability of requesting carriers to provide the services they seek to offer." Third Report and Order § 433, at 192.

*For all of these reasons, the only relief that will provide Supra with OSS access at parity with the access enjoyed by BellSouth, which is what is called for in the Interconnection Agreement, is nondiscriminatory direct access by Supra. Such access must be provided while accommodating BellSouth's legitimate concerns regarding network security and customer privacy. Supra assured the Tribunal at the July 16 hearing that it would abide by reasonable security and privacy measures. The Award directs BellSouth to provide such access forthwith. (Italics Emphasis Added, Bold emphasis in Original.)"*  
*Rebuttal Testimony of David A. Nilson in Docket 001305 pg 47-49.*

- b. Why do CLEC's ordering systems not have a direct connection?

Supra cannot answer this question regarding Bellsouth's internal policies or business descions. We have heard the testimony that this was to institute "industry standard" ATIS/OBF ordering and billing standards. We have not heard why the ATIS / OBF, at that time populated mostly by RBOCS, AT&T and MCI chose this format over the existing service order format still in use by Bellsouth itself to this day.

There is no technical reason that the CLEC OSS (a UNE under the Act) could not have been constructed to directly submit orders to SOCS without "running them through the gauntlet" of LENS, TAG, LEO, and LESOG just to get to SOCS. In RNS and ROS Bellsouth demonstrates they have the technology. Therefore the only conclusion an outsider can come to is that it was a business decision to obfuscate, delay, and impede CLEC ordering for its own purposes.

2. Referring to witness Nilson's testimony on page 11, lines 1-10; explain why service orders cannot be submitted directly to SOCS unless they are in the ATIS/OBF format and how this process impacts the CLEC's ability to process service orders.

There appears to be some confusion regarding this issue. SOCS cannot accept ATIS/OBF formatted orders, SOCS only accepts service orders. On the other hand, there is no CLEC OSS interface available for a CLEC to submit a service order. CLEC must submit service requests ("LSRs"), which are then translated into service orders by BellSouth personnel or computer systems. BellSouth's retail OSS can take customer information and generate service orders directly in an automated system and submit the order directly into SOCS.

There is little chance for a BellSouth retail order to be clarified (delayed) for a BellSouth retail CSR. Yet, Supra has seen clarification rates as high as 65% for straightforward "convert as is" orders when UNE-P was first allowed in June of 2001. "Convert as is orders" typically take little more than the customer telephone number and a press of the submit button to submit.

3. Referring to witness Nilson's testimony on page 22, lines 1-3. Specifically explain how the letter provided as Exhibit DAN-2 violates CPNI rules.

The name and address of the customer (otherwise known as the "lead") has its origins in BellSouth's wholesale operations. Irrespective of how the letter is characterized (i.e. whether win-back or letter of acknowledgment) the letter itself violates Commission policy and CPNI rules because of the origins of the lead.

In this particular instance, the triggering event for the letter cannot be traced to anything activity in BellSouth's retail operations. This is supported by the fact that there was no BellSouth retail involvement in this order. Here, the customer was already with a competitor on a resale basis. At some point, Supra submitted requested that the line be converted from Supra resale to Supra UNE-P. There was no request to disconnect this customer away from BellSouth retail, and as such no such disconnect report could



STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 1 - 7)

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have been generated, under BellSouth's logic, in this circumstance. Supra, of course, adamantly disagrees with BellSouth's contention that retail disconnect information which is synthetically derived from a CLEC LSR can be used for winback. In any event, this conversion request from resale to UNE-P had no such basis to generate a disconnect code that would have been supplied to BellSouth's retail operations. As such there was no legitimate information or trigger with which BellSouth could use to mail to this customer. Still, BellSouth did generate the letter around the time of the conversion from resale to UNE-P.

The letter notes a "change in your telephone service". See Page 2 of Supra Exhibit #DAN2. Yet actual changes to the line to activate features, add voicemail, change call forwarding options do not generate this type of mailing. It was only when the re-configured line was converted from resale to UNE-P that BellSouth noticed a "change" in the service.

Yet a resale to UNE-P conversion entails changing the Operating Company Number (OCN) for the carrier. Supra is aware that BellSouth systems at the time made no effort to group the various OCN's that BellSouth requires Supra to use for various billing types. So to BellSouth systems this order looked no different than a customer moving from MCI to Supra. BellSouth retail was not involved, and so even by BellSouth's assertion that the information derived from wholesale disconnect data can be used to populate retail records that in turn can be reviewed by retail employees in pursuing win-back efforts, that is not the case for this type of order. Yet a winback mailing was, nevertheless, triggered. Supra's 300,000 lines converted from resale to UNE-P in 2002 were subject of this type of mailing.

STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 1 - 7)

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4. Referring to witness Nilson's testimony on page 22, lines 1-3, specifically explain how the letter provided as Exhibit DAN-3 violates CPNI rules.

The name and address of the customer (otherwise known as the "lead") was generated from BellSouth's wholesale operations. Irrespective of how the letter is characterized by BellSouth (i.e. whether win-back or letter of acknowledgment) the letter itself violates Commission policy and CPNI rules because the lead did not originate from an independent retail source, available throughout the retail industry and also available to competitors in an equivalent form from the same source.

5. Referring to witness Nilson's testimony on page 22, lines 1-3, specifically explain how the letter provided as Exhibit DAN-4 violates CPNI rules.

Again, as noted in the earlier answers, the information for the lead was provided by BellSouth's wholesale operations. Given the lead's origins BellSouth cannot escape liability for the market retention effort by attempting to characterize the letter as a "Letter of Acknowledgment" vs. "a win-back" letter. "Any" letter sent to the customer within 10 days of a conversion violates Commission policy and CPNI rules because of the lead information came from BellSouth's wholesale operations.

Please also refer to Supra's response to interrogatory 6.

6. Referring to witness Nilson's testimony on page 26, lines 8-13, Supra claims that a customer conversion should not trigger a winback since nothing goes through SOCS. Supra implies that this is evidence that the wholesale/retail barrier has been breached. Explain, in detail, Supra's understanding of the systems and process flows involved in a customer conversion. Please provide a flowchart, if possible.

There appears to be some confusion on this issue. Supra's service requests ("LSRs") all flow through SOCs if they ever get provisioned. To the best of our knowledge nothing gets provisioned that is not flowed through SOCS.

In this particular case, the customer switched to Supra 619 days previously. BellSouth was ordered to convert Supra resale lines to UNE-P at no cost to Supra. BellSouth had been found to have materially breached the parties' contract with the intent to harm Supra. The BellSouth promotional letter was sent to the customer shortly after the wholesale billing change was made. This letter was sent even though there had not been a single order submitted by for over 619 days.

Yet the letter clearly states "We are always disappointed to lose a valued customer like you." Telling a customer you miss them two years after they are gone rings rather hollow. BellSouth cannot identify a single independent retail source available throughout the retail industry that provided the original switch information - now 2 years old - that is also available to competitors in an equivalent form. Because BellSouth cannot articulate its source and because the win-back letter was generated immediately after the wholesale billing change was processed, the only rational conclusion that can be drawn is that the letter was triggered by BellSouth wholesale operations.

So we are left with one of two remaining scenarios. BellSouth "policy" allowed this winback to be triggered from the computerized feed that draws information directly from SOCS, or else the court ordered conversion of this line from resale to UNE-P by BellSouth personnel generated an automated winback lead to BellSouth based on a Supra to Supra change in the line's billing arrangement between Supra and BellSouth. In either case the retail / wholesale barrier is breached. This is a violation of the law.

F. Referring to Supra witness Nilson's testimony on page 23, lines four through seven, is it Supra's practice to submit "N" and "D" orders during a conversion instead of "C" orders? If so, why?

It is not Supra's policy or practice to submit "D" and "N" service orders. Supra issues a single Service Requests to convert or change a customer line. BellSouth takes that requests, and disassociates it into two component or into two orders - which it historically, has resulted in many cases of lost dialtone during conversion.

STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 1 - 7)  
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On or about March 22, 2002 BellSouth implemented the "Single C" process as ordered by this Commission. At that point it becomes impossible for there to be a separate "D" order for BellSouth to claim ownership of. So BellSouth is either hiding the fact that they are continuing to generate these "D" and "N" orders internally, or violating FCC rules by using the "C" orders generated by ALECs for winback.

Jorge Cruz-Bustillo / JWA

JORGE CRUZ-BUSTILLO  
Assistant General Counsel

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S. W. 27<sup>th</sup> Avenue  
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1311 Executive Center Drive, Suite 220  
Tallahassee, FL 32301-5027

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August 15, 2003

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850


**RE: Docket No. 030349-TP -  
SUPRA's NOTICE OF SERVING RESPONSES  
TO STAFF's SECOND SET OF INTERROGATORIES**

Dear Mrs. Bayo:

Enclosed is the original and one copy of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Serving Responses to Staff's Second Set of Interrogatories in the above captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

  
Jorge Cruz-Bustillo  
Assistant General Counsel

DOCUMENT NUMBER DATE  
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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

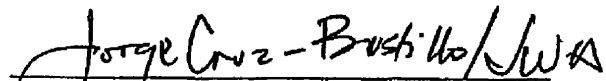
**Docket No. 030349-TP**

**I HEREBY CERTIFY** that a true and correct copy of the following was served via Hand Delivery, Facsimile, U.S. Mail, and/or Federal Express this 15<sup>th</sup> day of August 2003 to the following:

Linda H. Dodson, Esq.  
Staff Counsel  
Florida Public Service Commission  
Gerald L. Gunter Building  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
850/ 413-6199

Nancy B. White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S. W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: 305/ 476-4252  
Facsimile: 305/ 443-1078

  
By: Jorge Cruz-Bustillo

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Supra  
Telecommunications and  
Information Systems, Inc.  
against BellSouth  
Telecommunications, Inc.  
regarding BellSouth's alleged  
use of carrier to carrier  
information.

DOCKET NO. 030349-TP  
FILED: AUGUST 15, 2003

SUPRA RESPONSE TO STAFF'S SECOND SET OF  
INTERROGATORIES (NOS. 8-12)  
TO SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

Pursuant to Rule 1.340, Florida Rules of Civil Procedure, Supra, by and through its undersigned attorney, hereby Responds to Staff's Second Set of Interrogatories (Nos. 8 through 12) to Supra Telecommunications and Information Systems, Inc. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served as provided pursuant to the Rules of Civil Procedure and within the time period set out in Order No. PSC-03-0718-PCO-TP which states:

Due to the expedited time schedule for this proceeding:

- (a) All discovery requests shall be served by e-mail or fax, as well as by overnight mail;
- (b) Discovery responses shall be served within 10 calendar days of receipt of the discovery request;

- (c) There shall be no extra time for mailing throughout this proceeding; and
- (d) All discovery requests and responses shall also be served on staff.
- (e) All discovery shall be completed by August 22, 2003.

Provide the name, address and relationship to the Company of each person providing answers to the following inquiries and identify which question(s) each person answered.

DEFINITIONS

"You", "your", "Company" or "Supra" refers to Supra Telecommunications and Information Systems, Inc., its employees and authorized agents.

"Document" refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

"Identify" means:



STAFF'S SECOND SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 8 - 12)  
DOCKET NO. 030349-TP  
PAGE 3

(a) With respect to a person, to state the person's name, address and business relationship (e.g., "employee") to the Company;

(b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

"Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

INTERROGATORIES:

8. Referring to witness Nilson's rebuttal testimony on page 14, lines 19-22, and page 15, lines 1-2, Nilson states:

A fair reading of this statement, however, requires at a minimum that wherever BellSouth obtains its carrier change information, that source must also be a source that is available to competitors—whether actually accessed or no—at the time BellSouth obtains the carrier change information. No competitor has direct access on a nightly basis to BellSouth's Service Order Communication System (SOCS).

If Supra is ultimately denied access to BellSouth's Harmonize feed, what alternatives does Supra propose to obtain carrier change information from an independent retail source?

Supra respectfully declines to propose an alternative. The burden is on BellSouth to "identify" the independent external source, that is also available to competitors, that its retail operations use to obtain "knowledge" that a particular customer has switched. If BellSouth cannot identify it, then they must cease their practice immediately. BellSouth has already admitted the MKIS relies exclusively on the Harmonize feed to extract service orders from SOCS, in order to generate marketing leads. BellSouth's actions are in violation of section 222 and this practice must be ceased immediately.

9. Please refer to Supra's response to staff's first set of interrogatories, item number four, where Supra alleges that the name and address of the customer was generated from BellSouth's wholesale operations.

Is it also true that the customer name and address could have been acquired from BellSouth's historical records contained in the CRIS database? Please explain.

Mr. Edward Wolfe stated in his Rebuttal Testimony, pg. 11, L 10-12: "Next, Operation Sunrise copies into a permanent table in the Sunrise database certain data from each remaining disconnect order: the NPA, the NXX, the line, the customer code, and the date the data was extracted from SOCS. The temporary table is then purged completely."

"Operation Sunrise matches each disconnect order to a former BellSouth customer service record." (Emphasis added). RT, pg. 11, lines 17-18.

This testimony establishes as "fact" that BellSouth retail personnel, in MKIS, review the permanent Sunrise Table before accessing CRIS. In fact, MKIS depends on the Sunrise Table to direct MKIS as to which specific files must be pulled from CRIS. The information on the Sunrise Table includes, but is not limited to, the customers telephone number and "customer code." So to answer the Staff's question, it is not true that MKIS could have acquired the name and address from CRIS prior to reviewing the data on the Sunrise Table. If MKIS just pulled records at random from CRIS and started sending out marketing letters to customer that were still BellSouth customers, that would not be productive. The facts are that but for the extract of service orders from SOCS, MKIS would not know which files in CRIS to access.

10. Please refer to BellSouth witness Rascal's rebuttal testimony, page 13, lines 15-24. Witness Rascal states that line loss notification reports are posted daily to CLECs' individual Internet web pages.

Given that both BellSouth and CLECs receive disconnect information daily, please explain why Supra believes it does not receive carrier change information at the same time as BellSouth.

First, I would respectfully note that the witness' name is Rucilli. Next, I would note that the line loss report only involves Supra customers that have chosen to leave Supra. The question is whether Supra and all CLECs have access to the same independent source that is "available throughout the retail industry" regarding the customers that are leaving BellSouth - not the customers leaving Supra. As such, the line loss report simply has no legal relevance to this case.

The issue is the unfair competitive advantage the ILEC enjoys in its status as the underlying wholesale executing carrier. See PSC-03-0726-FOF-TP, pg. 46, quoting the FCC, from Order 99-223:

"Where a carrier exploits advance notice of a customer change by virtue of its status as the underlying network-facilities or service provider to market to that customer, it [the ILEC] does so in violation of section 222(b). We concede that in the short term this prohibition falls squarely on the shoulders of the BOCs and other ILECs as a practical matter." (Emphasis added).

I emphasized the phrase "advance notice" to point out that even if BellSouth scrubs a CLEC LSR of all of its contents but for the telephone number and a customer code, the telephone number and customer code still provide MKIS enough information to retrieve the specific file from CRIS. This practice by any standard is "advance notice" to MKIS that a switch is about to occur. This statement of course dovetails with the FCC prior statement that:

"We conclude that competition is harmed if any carrier

STAFF'S SECOND SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 8 - 12)

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uses carrier-to-carrier information, such as switch . .  
. orders, to trigger market retention marketing  
campaigns, and consequently prohibit such actions  
accordingly." Id. at 45. (Emphasis added).

Again, the FCC indicates that it is the switch order itself  
that cannot be relied upon to provide advance notice to BellSouth's  
retail operations. For BellSouth to be able to rely on its internal  
information in CRIS, it must first learn from some external source  
also available to competitors. On this issue the FCC stated:

"Under these circumstances, the potential for anti-  
competitive behavior by an executing carrier is curtailed  
because competitors have access to equivalent information  
in their own marketing and winback operations." Id. at  
47.

BellSouth processes approximately 670,000 CLEC LSRs  
electronically on a monthly basis. See Pate's rebuttal testimony.  
BellSouth has a burden to demonstrate that it learned of "all" of  
these approximately 670,000 CLEC switches from some independent  
source, that is not its own wholesale operations. If BellSouth is  
allowed to market to these 670,000 customers every month - under  
these circumstances - competition is harmed.

11. On page 27, lines 11-12 of BellSouth witness Pate's direct  
testimony, he states that "Once again, Mr. Nilson is out-of-  
date or incorrect in his knowledge of BellSouth's OSS."

How did witness Nilson gain knowledge of BellSouth's OSS, and  
during what time period?

Mr. Nilson has been employed with Supra since 1997. As Vice-  
President for Technology, Mr. Nilson is the architect of Supra's  
network. In this capacity, Mr. Nilson is very familiar with  
BellSouth's OSS in all manner of operations and uses.

Supra is also the largest competitive local exchange carrier  
in the State of Florida with over 300,000 customers. Supra has  
also been very successful in challenging BellSouth's over inflated  
wholesale carrier invoices. Mr. Nilson has been deeply involved in  
these challenges. Knowledge of BellSouth's network is essential in  
challenging BellSouth's convoluted and incomprehensible wholesale  
invoices. BellSouth originally billed Supra over \$120 million

STAFF'S SECOND SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 8 - 12)  
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dollars for a 12 month period. These bills were found by a panel of commercial arbitrators to have been overstated by approximately Sixty Seven Million (\$67,000,000.00) dollars.

12. On page seven, line three of his direct testimony, witness Nilson states that BellSouth uses a Legacy engine/database known as ZTRK. On page 27, footnote 16, of BellSouth witness Pate's rebuttal testimony, he states that "BellSouth does not know what ZTRK is."

Please define what the acronym ZTRK stands for, and what functions it performs.

At this time Mr. Nilson is on vacation. He is expected to return on Monday, August 18, 2003. Supra will supplement its answer after that date. In any case, the acronym for the legacy engine has no legal relevance to the issues in this docket.



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1311 Executive Center Drive, Suite 220  
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August 26, 2003

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

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**RE: Docket No. 030349-TP -  
SUPRA's NOTICE OF SERVING RESPONSES  
TO BELLSOUTH's FIRST SET OF INTERROGATORIES**

Dear Mrs. Bayo:

Enclosed is the original and one copy of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Serving Responses to BellSouth's First Set of Interrogatories in the above captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

RECEIVED & FILED  
TH  
FPSC-BUREAU OF RECORDS

*Jorge Cruz-Bustillo/LWA*  
Jorge Cruz-Bustillo  
Assistant General Counsel

**CERTIFICATE OF SERVICE**

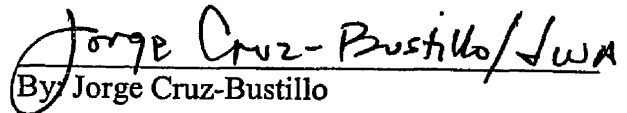
**Docket No. 030349-TP**

**I HEREBY CERTIFY** that a true and correct copy of the following was served via Hand Delivery, Facsimile, U.S. Mail, and/or Federal Express this 26<sup>th</sup> day of August 2003 to the following:

Linda H. Dodson, Esq.  
Staff Counsel  
Florida Public Service Commission  
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2540 Shumard Oak Boulevard  
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850/ 413-6199

Nancy B. White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S. W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: 305/ 476-4252  
Facsimile: 305/ 443-1078

  
By: Jorge Cruz-Bustillo



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In re: Complaint by Supra )  
Telecommunications and Information )  
Systems, Inc. Regarding BellSouth's )  
Alleged Use of Carrier-to-Carrier )  
Information \_\_\_\_\_ )**

**Docket No. 030349-TP**

**Filed: August 25, 2003**

**SUPRA TELECOMMUNICATIONS AND INFORMATION  
SYSTEMS, INC.'s RESPONSES AND OBJECTIONS TO  
BELLSOUTH'S FIRST SET OF INTERROGATORIES**

Supra Telecommunications and Information Systems, Inc. ("Supra"), pursuant to the Rule 106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Responses and Objections to the First Set of Interrogatories propounded by BellSouth Telecommunications, Inc.'s on August 8, 2003.

**GENERAL OBJECTIONS**

Supra makes the following general objections to BellSouth's First Set of Interrogatories:

1. Supra objects to BellSouth's Instructions and Definitions to the extent they seek to impose an obligation on Supra beyond the requirements of the Florida law.
2. Supra objects to any Interrogatories to the extent that such Interrogatories may seek to impose an obligation on Supra to respond on behalf of other persons that are not affiliated with Supra on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules of discovery.
3. Supra has interpreted BellSouth's Interrogatories to apply to a CLEC which is not an executing carrier with respect to end user change order request and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than those of an

executing carrier operations with respect to end user change order request subject to the jurisdiction of the Florida Public Service Commission (“Commission”), Supra objects to such requests as irrelevant, overly broad, unduly burdensome, and oppressive.

4. Supra objects to each Interrogatory and instruction to the extent that such interrogatory or instruction calls for information that is exempt from discovery by virtue of the attorney client privilege, the work product doctrine, and other applicable privileges.

5. Supra objects to each Interrogatory to the extent that it is vague, ambiguous, overly broad, imprecise, or to the extent that it fragments an idea or concept and therefore is subject to multiple interpretations but is not properly defined or explained for purposes of these Interrogatories. Any answers provided by Supra in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objections.

6. Supra objects to each Interrogatory to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.

7. Supra objects to providing information to the extent that such information has already been provided, is already part of the record in the instant proceedings, or is readily accessible through publicly available means.

8. Supra objects to each Interrogatory to the extent that responding to it would be unduly burdensome, expensive, oppressive, or excessively time consuming.

9. Supra objects to any Interrogatory that seeks to obtain “all” of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by Supra in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objection.

10. Supra is a CLEC that is accorded some latitude in its conduct of business for competitive reasons and is therefore, not subject to the same state or federal rules and laws with respect to the production and/or retention of records requirements as does BellSouth. Thus to the extent that the interrogatories purports to require more information than is required by either the state or federal rules and laws, Supra objects on the grounds that compliance would impose an undue burden or expense.

## **INTERROGATORIES**

### **INTERROGATORY 1:**

Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.

### **RESPONSE 1:**

Dave Nilson

### **INTERROGATORY 2:**

Identify all documents upon which Supra intends to rely or introduce into evidence at the hearing on this matter.

### **RESPONSE 2:**

Supra intends to rely on and introduce into evidence all documents so identified during the prehearing, which includes those documents identified in Mr. Nilson's Supplemental Direct Testimony.

**INTERROGATORY 3:**

Identify and describe any and all customer reacquisition programs and/or processes that Supra has implemented to attempt to “win back” customers who left Supra for another local exchange carrier, describing in detail the time periods each customer reacquisition program and/or process was in place and the specific customers each program or process targeted.

**RESPONSE 3:**

Supra objects to this interrogatory on grounds of relevance. The issue in this case involves this Commission’s prohibition imposed on BellSouth from sharing wholesale information, obtained from competitors in its status as the underlying executing carrier, with its retail operations. The exception to this rule with respect to win-back or reacquisition is whether BellSouth can demonstrate that it obtains its marketing leads from either an in-bound call or from an external source available through out the retail industry that is also available to competitors. It is not relevant to this proceeding what if any win-back programs Supra may employ because Supra is not acting in a capacity as an executing carrier providing wholesale services to other competitors. This interrogatory is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 4:**

Identify and describe all documents that relate, pertain, or associated with any customer reacquisition programs and processes identified in response to Interrogatory No. 3.

**RESPONSE 4:**

Supra objects to this interrogatory on the same grounds that were articulated in with Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 5:**

Please state whether Supra engages in telemarketing activities in order to “win back” a customer.

**RESPONSE 5:**

Supra objects to this interrogatory on the same grounds that were articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 6:**

Identify and describe all documents that relate, pertain, or associated with Supra's telemarketing activities regarding the reacquisition of customers.

**RESPONSE 6:**

Supra objects to this interrogatory on the same grounds that were articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 7:**

Identify and describe the process that Supra uses to generate its list of potential reacquisition customers to be used in its customer reacquisition programs and/or processes.

**RESPONSE 7:**

Supra objects to this interrogatory on the same grounds that were articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket. We would also note that Supra's reacquisition program is not in question in the instant proceeding – only that of BellSouth's.

**INTERROGATORY 8:**

For the time period June 9, 2002 through the present, identify all customers that Supra actually lost to BellSouth as a result of BellSouth generating customer reacquisition list through Operation Sunrise. In responding to this Interrogatory, please provide the name of the customer, the customer's telephone number and address, and the date Supra lost the customer to BellSouth, and state whether Supra regained the customer after losing it to BellSouth.

**RESPONSE 8:**

Supra objects to this interrogatory on the grounds that it is overly broad and burdensome. Additionally, this request is not relevant for the reasons articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket. Furthermore, this information is already in BellSouth's possession in the form of Sunrise Reports and data

**INTERROGATORY 9:**

Identify the basis and any documents in support of your statement on page 10, line 9 of Nilson's direct testimony that: "Paper orders are required for virtually all services except POTS.

**RESPONSE 9:**

Supra objects to this interrogatory on the grounds that it is vague, ambiguous and incomplete as it consists primarily of concept and/or idea fragments. However, this assertion is based on BellSouth's Business Rules, LEO Guide and Ordering Guide for Complex Services.



**INTERROGATORY 10:**

Identify the basis and any documents in support of your statements on page 14, lines 25-29 and page 15, lines 1-4 of Nilson's direct testimony that:

BellSouth has built a high-level gateway interface to its bisynchronous mainframe network to support RNS, ROS and direct users from the BOSIP network. Thus, a common TCP/IP over Ethernet connection serves to provide access to ALL BellSouth's OSS is directly via BOSIP. All that is needed is a simple, common Ethernet jumper wire between the existing TCP/IP LAN and the router in BellSouth's data center connecting to the BOSIP network to a connection. In this manner it is relatively easy to add new systems to provide additional functionality. The systems need only be programmed to send data to each other, the infrastructure is pre-built.

**RESPONSE 10:**

Dave what is the basis for this

Supra objects to this interrogatory on the grounds that this information is already part of the record in the instant proceeding and/or it is information that is in the public domain. However, this assertion is supportable by Supra Exhibit DAN – 17 in the instant proceeding.

**INTERROGATORY 11:**

Identify the basis and any documents in support of your statements on page 17, lines 9-12 of Nilson's direct testimony that : "In reality the so called 'retail customer disconnects' are the result of an ALEC LSR. When Supra wins a customer from BellSouth, BellSouth doesn't know to pout in a disconnect order, they receive a conversion order from Supra is all they get."

**RESPONSE 11:**

Supra objects to this interrogatory on the grounds that this information is already part of the record in the instant proceeding and/or it is information that is in the public domain. However,

this assertion is based on BellSouth's Business Rules, LEO Guide and Ordering Guide for Complex Services.

**INTERROGATORY 14:**

Identify the basis and any documents in support of your statements on page 21, lines 30-31 that :  
"For local service, the ONLY information that exists is the ALEC's LSR initiating service."

**RESPONSE 14:**

Supra objects to this interrogatory on the grounds that this interrogatory presents a fragmented idea or concept that Mr. Nilson was addressing. Notwithstanding, Supra will add that all switches to UNE-P or Resale are initiated by a CLEC LSR. Support for this can be found in Pate's Rebuttal Testimony in which he asserts that for the first three months of 2003, CLECs submitted approximately 670,000 LSR electronically per month. In this case, BellSouth has the burden to prove that a customer actually would (1) make an in-bound call to BellSouth's retail service center to disconnect a line, (2) so that after the customer could lose dial tone, (3) so that then the customer could call a competitor to have the "same" local voice service provided on the line previously disconnected. BellSouth has failed to substantiate this argument with any documentation. Further, per BBR 4 LEO, if a customer disconnects prior to establishing service with a CLEC, no conversion can take place, instead Supra must initiate a new service order.

**INTERROGATORY 16:**

Explain in detail why Supra Exhibit # DAN2, DAN3, and DAN4 are “all examples of winback promotion letters that were sent to Supra customers in violation of CPNI rules,” as set forth on page 22, lines 1-3 of Nilson’s direct testimony, including but not limited to identifying the particular “CPNI rules” that were allegedly violated.

**RESPONSE 16:**

In each instance, the triggering event for the mailing of the letter was an LSR submitted to BellSouth in its status as the underlying executing carrier. The letters were received by the recipient within a very short time after the triggering event. The triggering event has its origins in BellSouth’s wholesale operations. Irrespective of how the letter is characterized (i.e. whether win-back or letter of acknowledgment) the letter itself violates Commission policy and 47 USC Section 222 because of the origins of the lead.

**INTERROGATORY 17:**

Identify the basis and any documents in support of your statements on page 22, lines 6-10 of Nilson's direct testimony that: "BellSouth believes that the successful Firm Order Completion (FOC) of a CLEC conversion order does not constitute CPNI. As such BellSouth believes that it is not violating CPNI law by using the fact that a Supra LSR received a Firm Order Confirmation (was FOC'ed) to trigger its marketing department of activity on a particular telephone number."

**RESPONSE 17:**

Operation Sunrise and all documents explaining how this program works supports the statement. BellSouth Harmonize feed extracts all orders into an extract database each night and then moved to the Harmonize database while the service orders are pending. Upon completion of the conversion the service order is fed to the Temporary Sunrise Table which is housed in the Strategic Information Warehouse.

**INTERROGATORY 18:**

Identify the basis and any documents in support of your statements of page 22, lines 10-12 of Nilson's direct testimony that: "BellSouth has created Sunrise Systems that watch [sic] CLEC completed orders, send the customer information that "BellSouth retains on all of its previous customer' to Marketing..."

**RESPONSE 18:**

Operation Sunrise and all documents explaining how this program works supports the statement. Mr. Ruscilli's Rebuttal Testimony begins with the statement that Operation Sunrise is designed

to “track” former customers for the purpose of win-back. Further, this assertion is supportable by witness Wolfe’s deposition testimony and exhibits, and also Supra Exhibits DAN 6, 7, 8, and 9.

**INTERROGATORY 19:**

Identify the basis and any documents in support of your statements on page 22, lines 16-17 of Nilsons direct testimony that: “Supra believes that the use of its LSR in any form in [*sic*] a violation of CPNI...”

**RESPONSE 19:**

Please refer to our answer in response to Interrogatory No. 3.

**INTERROGATORY 22:**

Identify the basis, any documents or recordings in support, and the date, time, and customer’s telephone numbers at issue that support your contention on page 24, lines 1-4 of Nilson’s direct that: “BellSouth retail sales center will invariably tell the customer that the disconnect order was issued by Supra, and ‘I’m so sorry that I can’t help you, you are not our customer any more.’ This is a formula designed for efficient conversion of winback customers.

**RESPONSE 22:**

Please refer to our answer in response to Interrogatory No. 3.

**INTERROGATORY 24:**

Identify the basis and any documents in support of your statements on page 24, lines 21-23 and page 25, lines 1-3 of Nilson's direct testimony that: "Supra Exhibit #DAN 2 is a mailing that was sent to my home on two occasions this year by BellSouth. The first time was when my Supra line of over four years was converted from resale to UNE combinations. The second time, my home number was placed in a list of lines scheduled to be disconnected for non-payment. When the line was re-connected as if payment had been made, a second notice from BellSouth was sent."

**RESPONSE 24:**

Supra objects to this interrogatory on the grounds that this information is already part of the record in the instant proceeding and/or it is information that is in the public domain. The first time the letter was sent the triggering event was a conversion from Resale to UNE-P. Mr. Pate has confirmed that a Single "C" is used for such a transaction. Mr. Wolfe and Ms. Summers both confirm in their Rebuttal Testimony that such orders are captured by the Harmonize feed. Furthermore, it has also been confirmed that the Harmonize feed tracks disconnect orders or "D" orders distinct from Single "C" orders, this accounts for the second mailing.

**INTERROGATORY 25:**

Identify the telephone number in questions, the basis for your contention, and any documents in support of your statements on page 25, lines 8-10 on Nilson's direct testimony that:

"Additionally the customer is supplied with the BellSouth PIN number for this account, which would enable the customer to easily convert back to BellSouth, and change line features at the same time."

**RESPONSE 25:**

There is no basis for the entity to send out a mailing to a customer that has simply migrated, because the customer will have the yellow pages. The purpose of this reference is demonstrate that the yellow pages organization was given "notice" in some manner of activity on that customer's account from the wholesale operations of BellSouth. The mailing came very shortly after the triggering activity on the customer's account. The trigger was the conversion from Supra Resale (OCN # 7012) to Supra UNE-P (OCN # 7011) which indicates that Sunrise sees this order activity because no logic exists to exclude this record from winback. As a result, over 400, 000 Supra lines converted by BellSouth pursuant to Court Order were made subject to winback, due to BellSouth's prior breach of contract.

**INTERROGATORY 26:**

Identify the telephone number in question, the basis for your contention, and any and all documents that support your statement on page 25, lines 20-21 of Nilson's direct testimony that: "Supra Exhibit # DAN3 is an example of a letter sent to a Supra attorney within a week of the attorney converting to Supra from BellSouth."

**RESPONSE 26:**

The evidence is that the customer received this letter shortly after his migration from BellSouth to Supra.

**INTERROGATORY 27:**

Identify the telephone number in question, the basis for your contention, and any and all documents that support our statement on page 26, lines 8-10 of Nilson's direct testimony that: "This customer line has not had a single change on it, and has not flowed through SOC for 619 days. This customer name and address information comes directly from CRIS and BellSouth [sic] knows it is an active line..."

**RESPONSE 27:**

The evidence is already part of the record in this proceeding in the form of an exhibit and consists of records from BellSouth's CSOTS system.



**INTERROGATORY 30:**

Identify the basis and the specific legal authority for your contention on page 5, lines 1-3 of Nilson's rebuttal testimony that: "There is an absolute prohibition against the use of carrier-to-carrier information, such as switch orders, to trigger market retention efforts."

**RESPONSE 30:**

See Supra's Complaint and Response to BellSouth's Motion to Dismiss

**INTERROGATORY 31:**

As you contend on page 16, lines 5-12 of Nilson's rebuttal, identify what page in Order No. PSC-03-0726-FOF-TP where the Commission "defined 'independent retail means' can obtain that (1) is in a form available throughout the retail industry, and (2) competitors have access to this same equivalent information for use in their own marketing and winback operations. Competitors must have access to the information no later than the time BellSouth obtains access to it."

**RESPONSE 31:**

The definition can be found between pages 44 and 47.

**INTERROGATORY 33:**

If it is Supra's position that BellSouth does not or cannot use disconnect orders submitted by its retail operations in generating any customer reacquisition lists, identify the basis for such belief and any documents in support.

**RESPONSE 33:**

BellSouth may use disconnect orders generated by a retail customer service representative taking an in-bound call, as a basis to target customers for reacquisition. BellSouth bears the burden of proof to establish that this "notice" of a switch did in fact originate from an in-bound call. But BellSouth may not use disconnect orders which result from CLEC LSRs.

**INTERROGATORY 34:**

Identify the basis and any documents in support of your statements on page 28, lines 16-19 of Nilsons's rebuttal that: "If the retail record contains an entry that the customer switched his voice service on a certain date, this information could not have been known but for BellSouth's status as the underlying executing wholesale carrier."

**RESPONSE 34:**

BellSouth readily acknowledges in many documents and forums that it updates its records when a customer has switched away for billing purposes. But for the LSR, the information could not have been known or BellSouth's retail records updated.

**INTERROGATORY 35:**

Identify the basis and any documents in support of your statement on page 30, lines 2-3 that:  
“Virtually every customer that switches voice providers calls the newly chosen local service provider directly.”

**RESPONSE 35:**

All end user switch orders over UNE-P or Resale are initiated by a CLEC LSR. Support for this can be found in Pate’s Rebuttal Testimony in which asserts that for the first three months of 2003, CLECs submitted approximately 670,000 LSR electronically per month. In this case, BellSouth has the burden to prove that a customer actually would (1) make an in-bound call to BellSouth’s retail service center to disconnect a line, (2) so that after the customer could lose dial tone, (3) so that then the customer could call a competitor to have the “same” local voice service provided on the line previously disconnected. BellSouth has failed to substantiate this argument with any documentation. Further, on August 21, 2003, BellSouth witness Wolfe testified that if this were to occur, BellSouth CSR issues a disconnect order. A disconnected line cannot be “converted” to Supra. It must be ordered as a new service. Virtually, all Supra orders are converted As-Is.

RECEIVED: FPSC  
03 OCT - 1 PM 2: 56  
COMMISSION  
CLERK

Docket No. 030349-TP

**Composite Hearing Exhibit No. 4**

(Supra's Confidential portions of all responses to Staff's and BellSouth's interrogatories and requests for production of documents)

Supra is unaware of any confidential material that were filed in any of its responses to either Staff's or BellSouth's interrogatories and requests for production of documents.

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 030349-TP EXHIBIT NO. 4  
COMPANY/ Supra  
WITNESS:  
DATE: 08-29-03

DOCUMENT NUMBER-DATE  
09480 OCT-1 8  
FPSC-COMMISSION CLERK

5

~~CONFIDENTIAL~~

08-22-03 Dave Nilson

0001

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO.: 0303049-TP  
FILED AUGUST 19, 2003

See DN

09891-03

05 IN RE: COMPLAINT BY  
06 SUPRA TELECOMMUNICATIONS  
07 AND INFORMATION SYSTEMS,  
08 INC., REGARDING BELLSOUTH'S  
09 ALLEGED USE OF CARRIER  
10 TO CARRIER INFORMATION

ORIGINAL

DEPOSITION TESTIMONY OF:  
DAVID A. NILSON  
August 22, 2003  
1:35 p.m.

STIPULATION

IT IS STIPULATED AND AGREED by and between the parties through their respective counsel that the deposition of DAVID A. NILSON may be taken before SHERI G. CONNELLY, Commissioner, at The Tutwiler, A Wyndham Grand Heritage Hotel, 2021 Park Place North,

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Birmingham, Alabama 35203, on the 22nd day of August, 2003.

IT IS FURTHER STIPULATED AND AGREED that the signature to and the reading of the deposition by the witness is waived, the deposition to have the same force and effect as if full compliance had been had with all laws and rules of proceedings relating to the taking of depositions.

IT IS FURTHER STIPULATED AND AGREED that it shall not be necessary for any objections to be made by counsel to any questions, except as to form or leading questions, and that counsel for the parties may make objections and assign grounds at the time of the hearing, or at the time said deposition is offered in evidence, or prior thereto.

IT IS FURTHER STIPULATED AND AGREED that the notice of filing of the deposition by the Commissioner is waived.

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SEC 1  
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exhibit pouch

0003

INDEX

EXAMINATION BY:  
MR. MEZA

PAGE NUMBER:  
6

EXHIBITS:  
No Exhibits submitted.

PAGE NUMBER:

\*\*\*\*\*

APPEARANCES

FOR THE PETITIONER, SUPRA TELECOMMUNICATIONS  
Page 1

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 0303049-TP EXHIBIT NO. 5  
COMPANY/ SUPRA  
WITNESS: \_\_\_\_\_  
DATE: 08-29-03

DOCUMENT NUMBER-DATE  
09481 OCT-18

COMMISSION CLERK

08-22-03 Dave Nilson

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21  
22  
23

00004

01 FOR THE RESPONDENT, BELLSOUTH  
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18 FLORIDA PUBLIC SERVICE COMMISSION  
19 (Via telephone):  
20 Linda H. Dodson  
21 Levent Ileri  
22 Jerry Hallenstein  
23 Robert Casey

00005

01 Jacqueline Gilchrist  
02 Florida Public Service Commission  
03 2540 Shumard Oak Boulevard  
04 Tallahassee, Florida 32399-0850  
05 850.413.6100  
06

07 ALSO PRESENT:  
08 Edward Wolfe  
09

10 \*\*\*\*\*

11  
12 I, SHERI G. CONNELLY, a Court  
13 Reporter of Birmingham, Alabama, acting as  
14 Commissioner, certify that on this date, as  
15 provided by the applicable rules of procedure  
16 and the foregoing stipulation of counsel,  
17 there came before me at The Tutwiler, A  
18 Wyndham Grand Heritage Hotel, 2021 Park Place  
19 North, Birmingham, Alabama 35203, beginning at  
20 1:35 p.m., DAVID A. NILSON, witness in the  
21 above cause, for oral examination, whereupon  
22 the following proceedings were had:  
23

00006

01 DAVID A. NILSON,  
02 being first duly sworn, was  
03 examined and testified as follows:

04  
05 MR. MEZA: Usual stipulations,  
06 Counselor?

07 MR. CRUZ-BUSTILLO: Yes, sir.

08  
09 EXAMINATION BY MR. BROWN:

10 Q. Good afternoon, Mr. Nilson. What  
11 did you do to prepare for this depo today?

12 A. I traveled to Birmingham and I  
13 reread my testimony.

14 Q. Okay. Did you meet with counsel?

15 A. Not really.

16 Q. Did you go over any documents other  
17 than your testimony?

18 A. No.

19 Q. What is your current position with  
20 Supra?

21 A. My title is vice president of  
22 technology.

23 MR. CRUZ-BUSTILLO: Jim, let me just

0007  
01 check. Staff, can you guys hear Dave,  
02 Mr. Nilson?

03 MS. DODSON: Yes.

04 Q. (By Mr. Meza) I'm not going to spend  
05 time on what I consider to be insignificant  
06 issues but sometimes your title changes a lot  
07 periodically. In your testimony, you refer to  
08 yourself as the chief technology officer. Is  
09 that a component of vice president?

10 A. Yes.

11 Q. Can you explain that?

12 A. No.

13 Q. It's the same -- I mean, the job  
14 duties are the same --

15 A. Yes.

16 Q. -- between chief technology officer  
17 and vice president of technology?

18 A. Yes, they are.

19 Q. Now, does Supra engage in customer  
20 winback efforts?

21 A. Yes.

22 Q. How?

23 A. Periodically we contact customer --

0008  
01 former customers who we are no longer billing  
02 and send offers to them.

03 Q. Okay. What means -- what means do  
04 you use to contact these customers?

05 A. Until very recently it was direct  
06 mail. In the last few months we've done some  
07 outbound telemarketing.

08 Q. And is it limited to former Supra  
09 customers?

10 A. It's actually very limited, but yes,  
11 it's limited to former customers.

12 Q. Does Supra engage in any retention  
13 marketing programs?

14 A. No, we don't normally know that a  
15 customer is intending to leave until after  
16 they're gone.

17 Q. Does Supra send switch  
18 acknowledgment letters when a Supra customer

19 leaves it to go to another carrier?

20 A. No.

21 Q. Am I correct in saying that the two  
22 mediums that Supra uses to conduct its  
23 customer reacquisition efforts are direct

0009

01 mailings and very recently outbound  
02 telemarketing; is that correct?

03 A. Both of those are extremely limited.  
04 I would say it would be more accurate that our  
05 customer reacquisition campaigns are more from  
06 television and newspaper advertising, at least  
07 that's the way we view it.

08 Q. Okay. Well, I appreciate your  
09 answer but are there any other mediums that  
10 you use in those limited instances --

11 A. No.

12 Q. -- when you engage in customer  
13 winback efforts?

14 A. Not that I'm aware of.

15 Q. Do you use in-house individuals or  
16 third parties to issue the direct mailings or  
17 to make the outbound telemarketing calls?

18 A. It's done in-house.

19 Q. And in-house meaning part of  
20 Supra --

21 A. Yes.

22 Q. -- or an affiliate of Supra?

23 A. Oh, okay. It's call center

0010

01 personnel and to the extent that those call  
02 centers are one of Supra's offshore  
03 affiliates.

04 Q. Does Supra have any call center  
05 personnel in the United States today?

06 A. I believe there's still a few, yes.

07 Q. What underlying data does Supra use  
08 to identify potential customer winback  
09 targets?

10 A. From our billing system, a customer  
11 that's recently left.

12 Q. Okay. Does Supra use -- well, let  
13 me ask you this foundation question. Are you  
14 familiar with the PMAP line loss report?

15 A. I am.

16 Q. And does Supra get that report daily  
17 from BellSouth?

18 A. PMAP is not something you get. You  
19 have to actually go out on the Internet and  
20 retrieve it.

21 Q. That's a fair response. Does  
22 BellSouth provide updated information daily as  
23 to the information contained in the PMAP line

0011

01 loss report?

02 A. PMAP changes daily. Whether --  
03 whether the updates come the following day or  
04 not has been a subject of concern in the past.

05 Q. But you would agree with me that  
06 it's either daily or two days later that you  
07 receive notification of the information in  
08 PMAP, line loss report; is that correct?

09 A. Probably, yes.



10 Q. Okay. What information is contained  
11 in the PMAP line loss report?

12 A. I can't answer that question.

13 Q. Have you ever seen it?

14 A. I have. I haven't looked at it in  
15 probably a year and a half.

16 Q. Would you agree with me in concept  
17 that it provides Supra with the list of  
18 customers that have disconnected service from  
19 Supra?

20 A. Yes.

21 Q. Does Supra use the PMAP line loss  
22 report to identify potential winback targets?

23 A. No.

0012

01 Q. Why not?

02 A. We don't do that much winback to  
03 start with to be honest with you.

04 Q. Does Supra use marketing efforts to  
05 obtain new customers, new Supra customers?

06 A. I'm not sure I understand your  
07 question.

08 Q. Okay. Does Supra -- do you  
09 understand the concept of cold call?

10 A. Yes.

11 Q. What's a cold call?

12 A. Someone's phone rings and you get a  
13 sales pitch from someone who you have no  
14 relationship with.

15 Q. It's a unsolicited --

16 A. Yes.

17 Q. -- pitch?

18 A. Yes.

19 Q. Okay. Does Supra engage in cold  
20 calls via its telemarketing site?

21 A. No, we stopped that practice in the  
22 fall of 1997.

23 Q. Supra has not engaged in initiating

0013

01 telemarketing --

02 A. No, sir.

03 Q. -- calls to customers?

04 A. No, sir.

05 MR. CRUZ-BUSTILLO: Jim, I don't  
06 want to interrupt this line of questioning.  
07 Since he's technology, I will tell you I  
08 probably have as much knowledge of marketing  
09 as him.

10 MR. MEZA: Yeah.

11 MR. CRUZ-BUSTILLO: And I know that  
12 virtually 99 percent, leave an exception  
13 subject to check, is all newspaper and mainly  
14 television.

15 MR. MEZA: Okay.

16 MR. CRUZ-BUSTILLO: And that's how  
17 we've been getting customers.

18 MR. MEZA: All right.

19 MR. CRUZ-BUSTILLO: It's no -- you  
20 know, all our call center people are handling  
21 just people calling in saying, what's wrong,  
22 going on here, just handling customer service.

23 MR. MEZA: I appreciate the

0014

01 clarification, and I don't think you were  
02 trying to influence the witness' testimony.

03 MR. CRUZ-BUSTILLO: No, I wasn't,  
04 and that's why I let you go --

05 MR. MEZA: But let me tell you why  
06 I'm confused because I recently received a  
07 cold call from Supra to switch to Supra and  
08 that seems to be inconsistent with your  
09 testimony.

10 MR. CRUZ-BUSTILLO: Well, let me say  
11 that subject to check, remember, he's not the  
12 marketing guy.

13 MR. MEZA: I understand.

14 MR. CRUZ-BUSTILLO: We have a  
15 director of marketing. That may be going on.  
16 That may have started now. That may have been  
17 done, but I know that it's virtually all  
18 but -- go ahead -- go ask your question.

19 A. You've asked me that question before  
20 and I reiterate what I've said before, that  
21 it's been against our policy to do that. We  
22 had an issue that related in some slamming  
23 complaints in '97. We stopped the practice,

00015

01 and I'm unaware that we've started anything.

02 Q. Okay. So if I asked you a series of  
03 questions of how Supra identifies potential  
04 new customers that they wish to engage in  
05 telemarketing activities in, you would not  
06 have an answer to that?

07 A. I would tell you we weren't in the  
08 process of doing telemarketing -- outbound  
09 telemarketing to regain -- or to gain new  
10 customers.

11 Q. Okay. Who would know at Supra  
12 whether your policy regarding not engaging in  
13 outbound telemarketing is still current?

14 A. Probably Russ Lambert.

15 Q. Now, what is your understanding of  
16 CPNI?

17 A. That stands for customer proprietary  
18 network information, and it has to do with the  
19 types of service a customer orders, the  
20 phone -- the specific phone calls they make,  
21 and the nature of what features and options  
22 they have on the line and who they have the  
23 service with.

00016

01 Q. Do the CPNI rules -- well, first of  
02 all, are you familiar with the CPNI rules?

03 A. Generally.

04 Q. Okay. Do they apply to Supra as  
05 well?

06 A. Yes.

07 Q. Which CPNI rules do apply to Supra  
08 if you remember or if you know?

09 A. I'm not aware that the CPNI rules  
10 make broad exclusions for CLECs or make any  
11 differentiation between CLECs and ILECs.

12 Q. Does Supra comply with the CPNI  
13 rules?

14 A. Yes.

15 Q. What are Supra's policies regarding

16 the use of CPNI or does Supra have policies?  
17 It's a predicate question.

18 A. I'm not sure I understand the  
19 question.

20 Q. Does Supra have policies --

21 A. Do we have a specific document?

22 Q. Or not specific document or just a  
23 general policy regarding the use of CPNI.

00017

01 A. I mean, our policy is just to comply  
02 with the law. I'm not sure we have a document  
03 that details the steps that are necessary to  
04 achieve that.

05 Q. Okay. Based upon your understanding  
06 of CPNI, would it be permissible for Supra to  
07 view the records of a telephone customer who  
08 is not a Supra customer?

09 A. Yes, with a customer's permission.

10 Q. What if you don't have a customer's  
11 permission?

12 A. No.

13 Q. Does Supra view the records of a  
14 customer that is not a Supra end user and who  
15 has not given Supra permission to view his  
16 records?

17 A. No.

18 Q. And how do you know that?

19 A. Because -- first of all, initially  
20 we did that through training and the people  
21 that were given access to the letter system  
22 were prohibited from doing that. More  
23 recently, we have pretty much taken direct

00018

01 LENS access away from our people and they get  
02 access to your OSS by going through our OSS,  
03 and those requirements obviously are coded  
04 into the software so that before a customer  
05 record is pulled up through our system, they  
06 have to be authorized -- they have to get the  
07 information from -- from the customer  
08 themselves.

09 Q. Regarding the employees who Supra  
10 has offshore who are making limited winback  
11 acquisition efforts that you've testified  
12 about, how do you train them regarding --

13 MR. CRUZ-BUSTILLO: Objection to  
14 characterization of his testimony. He's not  
15 sure whether or not they're engaged in that  
16 telemarketing at this time, subject to check.

17 MR. MEZA: okay. That's -- fair  
18 objection noted.

19 Q. (By Mr. Meza) How does Supra train  
20 these employees regarding United States law  
21 and the use of customer information?

22 A. We train all our employees off the  
23 same set of rules, whether they're domestic or

00019

01 international.

02 Q. And what are those rules?

03 A. You would have to ask someone  
04 involved with training.

05 Q. Have you ever participated in that  
06 training?

07 A. Yes but not recently.  
08 Q. Do you know if Supra has a package  
09 of documents that it uses in its training  
10 relating to CPNI -- training docs?  
11 A. There's two questions there.  
12 Q. Okay.  
13 A. Does Supra have a package of  
14 training documents, yes. Is there something  
15 specific to CPNI, I'm not certain.  
16 Q. Okay. Now, you're not a lawyer; is  
17 that correct?  
18 A. That's correct.  
19 Q. Have you ever received any  
20 specialized training on the use of CPNI?  
21 A. You mean other than reading Section  
22 222 of the Act?  
23 Q. Yes. Have you gone to a seminar?

00020

01 A. I don't believe so.  
02 Q. And have you ever worked at the FCC?  
03 A. No, I have not.  
04 Q. Have you ever participated in the  
05 drafting of an FCC order?  
06 A. Yes, I believe so.  
07 Q. From the FCC, not from a submission  
08 that you've submitted to the FCC.  
09 A. Oh, no, I've made submissions and  
10 comments and things of that nature.  
11 Q. But as far as --  
12 A. And testified before the FCC and  
13 before Staff.  
14 Q. -- selecting the text that goes into  
15 a FCC order?  
16 A. No, I have not.  
17 Q. What did you do to familiarize  
18 yourself if anything with the FCC rules  
19 relating to CPNI before filing your testimony?  
20 A. I reviewed Section 222 of the Act.  
21 I reviewed the PSC order 03-726 and the key  
22 customer tariff and the FCC orders that were  
23 referenced in there. I believe it's FCC order

00021

01 03-42.  
02 Q. Did you read FCC order 99-223?  
03 A. Yes, that's also referenced in  
04 there.  
05 Q. would you like -- is it fair to say  
06 that if it was referenced in the key customer  
07 order, you looked at it?  
08 A. Yes.  
09 Q. Did you look at any other documents  
10 other than documents referenced in the key  
11 customer order?  
12 A. I don't believe so.  
13 Q. Okay. Is there a difference between  
14 CPNI and wholesale information in your mind?  
15 A. Yes.  
16 Q. what difference? what is the  
17 difference?  
18 A. well, for example, the fact that a  
19 customer has chosen to switch from one -- from  
20 one carrier to another I don't believe is  
21 identified as CPNI, but it's most definitely

22 wholesale information when there's a wholesale  
23 provider involved.

00022

01 Q. Are there times when a carrier can  
02 use CPNI?

03 A. Subscriber list information is  
04 specifically excluded.

05 Q. What else?

06 A. When the acquiring carrier receives  
07 a letter of authorization from the future  
08 customer.

09 Q. Anything else?

10 A. Not that I can think of.

11 Q. Is there any difference between  
12 wholesale information and carrier-to-carrier  
13 information?

14 A. I never gave that much thought.  
15 Because of geography and the way incumbent LEC  
16 territories are arranged, I would think that  
17 in any carrier-to-carrier transaction, there  
18 would have to be at least one wholesale  
19 carrier involved. I never really gave that  
20 much thought. I'm not sure that there is.

21 Q. Let's take the LPIC situation that  
22 Mr. Cruz-Bustillo described to Mr. Wolfe for  
23 which you were present.

00023

01 A. LPIC, okay.

02 Q. You have a Supra local exchange  
03 customer switching long distance service from  
04 AT&T to MCI. Would that transaction involve  
05 carrier-to-carrier information?

06 A. Yes.

07 Q. Why?

08 A. Well, both Supra, AT&T, and MCI are  
09 all carriers.

10 Q. What rules or prohibitions apply to  
11 the use of that carrier-to-carrier  
12 information?

13 A. In what regard?

14 Q. Do the rules prohibiting the use of  
15 carrier-to-carrier or wholesale information  
16 apply in that situation?

17 A. Could you be more specific what  
18 rules are you talking about?

19 Q. The rules that you reference in your  
20 testimony that you say are applicable to  
21 BellSouth.

22 A. Okay. Well, in that -- in that  
23 case, no, because those -- those are rules

00024

01 specifically intended to govern the behavior  
02 of the incumbent LEC.

03 Q. So if I switched to BellSouth -- if  
04 I switched to BellSouth as the local exchange  
05 carrier instead of Supra, would the rules that  
06 you reference in your testimony be applicable  
07 to that LPIC transaction?

08 A. Yes.

09 Q. So is it your opinion that BellSouth  
10 should not be entitled to CARE information  
11 relating to that transaction when it is the  
12 underlying local exchange carrier because it

13 involves carrier-to-carrier wholesale  
14 information?

15 MR. CRUZ-BUSTILLO: Objection to  
16 form. Do you mean -- well, I don't --

17 MR. MEZA: Okay.

18 A. Can you repeat it?

19 Q. Yeah. Is it your position that  
20 BellSouth should not be entitled to receive  
21 CARE information -- CARE records when it is  
22 the local exchange carrier?

23 MR. CRUZ-BUSTILLO: That was it,

00025

01 objection to form. Do you mean -- when you  
02 say BellSouth, that's my question, please  
03 define it. Do you mean BellSouth being  
04 notified that they are the winner or the loser  
05 or are you talking about MKIS within BellSouth  
06 regarding that LPIC. That's what I meant.

07 MR. MEZA: Fair clarification.

08 Q. (By Mr. Meza) I am referring to  
09 BellSouth as a local exchange carrier and  
10 BellSouth knowing on the MKIS side -- retail  
11 side.

12 A. Well, I don't know if you meant it  
13 as a trick question --

14 Q. No.

15 A. -- but it's a little -- here's the  
16 issue. In that scenario, BellSouth is the  
17 author of that change CARE record; therefore,  
18 the customer wanted to change from one carrier  
19 to another. AT&T and MCI can't effect that  
20 change. BellSouth has to effect the change;  
21 therefore, BellSouth publishes the result.  
22 They acquire that information in the course of  
23 normal business. You already had it.

00026

01 Q. well, how is that different than in  
02 the local exchange scenario when it's a  
03 migration from BellSouth retail to Supra  
04 UNE-P?

05 A. Taking a long distance example --

06 Q. Yeah.

07 A. -- and try to compare it to a  
08 local --

09 Q. If it doesn't work, tell me it  
10 doesn't work.

11 A. -- exchange example, I'm not sure  
12 the two connect.

13 Q. Okay. Is it your position that  
14 BellSouth cannot use the fact that it lost a  
15 customer pursuant to a CLEC submitted LSR to  
16 update CRIS?

17 A. No.

18 Q. So you would agree with me that when  
19 you issue a CLEC LSR to convert my customer to  
20 your customer, that I can take the fact of  
21 that disconnect and tell the retail side to  
22 update the CRIS billings?

23 A. Well, I would certainly like you to

00027

01 stop billing my customer.

02 Q. Okay. So you recognize that there  
03 has to be some exchange of information between

04 the wholesale side and the retail side when  
05 you win a customer?

06 A. Well, you do have to stop billing  
07 the customer, yes.

08 Q. Yes, okay. Do you know what  
09 information BellSouth uses -- when I mean  
10 BellSouth, the wholesale side uses -- to tell  
11 the retail side to stop billing this end user,  
12 he's no longer our customer?

13 A. That depends on what level of detail  
14 you want me to go to. I'm aware that the  
15 customer record and CRIS changes the operating  
16 company number from BellSouth to Supra  
17 Telecom --

18 Q. Okay.

19 A. -- as a result of that change. If  
20 you want me to get more into the mechanics,  
21 I'm not sure I --

22 Q. Do you know if it's the same  
23 disconnect order information that's used in

00028

01 Sunrise is also used to inform the retail side  
02 to stop billing a customer?

03 A. Based on what I've read from  
04 Mr. Pate's testimony, I'm not sure that it is  
05 although that order may trigger it. I was  
06 more under the impression that you use  
07 something called a navigator contract to  
08 effect that change.

09 Q. Okay. But Mr. Pate would know more  
10 than you on that?

11 A. You'll have to ask Mr. Pate.

12 Q. Would you defer to Mr. Pate on his  
13 explanation unless you disagree with it?

14 A. I'm sorry, is there a question?

15 Q. Yeah. Would you defer to Mr. Pate  
16 as to how BellSouth notifies its retail side  
17 to stop billing a customer through the OSS  
18 process?

19 A. Well, I just told you that the  
20 customer record changes ownership through the  
21 change of the operating company number. If  
22 your question is related to --

23 Q. Specifically how it --

00029

01 A. -- the data flow mechanism.

02 Q. Yes.

03 A. I'll defer to someone who actually  
04 wrote the code, which I don't believe would be  
05 Mr. Pate.

06 Q. But you don't know for a fact that  
07 BellSouth doesn't use the same information?

08 A. No, I don't.

09 Q. Now, from 2001 to the present, do  
10 you know how many customers Supra actually  
11 lost to BellSouth as a result of receiving  
12 some type of marketing activity or paper from  
13 BellSouth as a result of Operation Sunrise?

14 A. I would if you told me. I'm sure  
15 you have the records that would back that up.

16 Q. Do you have any records?

17 A. I think we're missing a key piece of  
18 information. I think we're missing a piece of

19 information that would identify who got what  
20 from you. We're not privy to that  
21 information.

22 Q. Okay. Let me try again. Do you  
23 have any specific evidence of any particular

0030

01 supra end user that left supra because he or  
02 she received some type of marketing  
03 reacquisition offer from BellSouth as a result  
04 of Operation Sunrise?

05 A. I believe we do.

06 Q. And what evidence is that?

07 A. Oh wait a minute, as a result of  
08 Operation Sunrise. Well, that would imply  
09 that the customer knew that the marketing  
10 material they received came from Operation  
11 Sunrise and not from some other avenue. I  
12 mean, we -- we have communications from  
13 customers and ex-customers. We have in the  
14 past shown you evidence of marketing materials  
15 that were sent to our customers. You're  
16 asking me to tie the loop and prove that those  
17 came from Operation Sunrise, I'm not sure.

18 Q. Okay. Did you present any evidence  
19 in this proceeding to establish that supra has  
20 in fact lost any customers as a result of  
21 Operation Sunrise?

22 A. I'm not certain we felt that it was  
23 necessary seeing as how we're not involved in

0031

01 the damages proceeding to quantify that. It's  
02 more of a regulatory issue looking for rule  
03 changes.

04 Q. Has supra ever done a study on why  
05 customers leave supra?

06 A. Yes.

07 Q. And what were the results of that  
08 study?

09 A. Which one?

10 Q. How many are there? I asked you a  
11 study and you said yes, so I presumed it was  
12 singular. Are there more than one study?

13 A. Uh-huh.

14 Q. Okay. How many studies are there?

15 A. I don't have the answer to that.

16 Q. What is the most recent study?

17 A. The last one I saw was probably  
18 about 35 days ago.

19 Q. Okay. And what time period did that  
20 study cover?

21 A. The prior week.

22 Q. Does supra generate weekly studies?

23 A. We definitely were through much of

0032

01 the early part of this year. I haven't seen  
02 any for awhile.

03 Q. But the most recent study that you  
04 remember seeing, what were the reasons why  
05 supra -- well, supra customers left supra, do  
06 you remember?

07 A. Better offer from another carrier  
08 and billing problems.

09 Q. What percentage left for a better



10 offer from another carrier?

11 A. I don't have that memorized.

12 Q. Do you have any understanding?

13 A. Huh?

14 Q. Do you have any understanding of  
15 what percentage?

16 A. Most of those that had left had left  
17 for that reason. I mean, we do this as a  
18 matter of course to see if -- see if our  
19 products and services have problems, and if we  
20 do, we take corrective action. Obviously, if  
21 it's an offer from another -- another carrier,  
22 there's not a lot we can do.

23 Q. Did the study identify which offers

□0033

01 and from which carriers they were leaving for?

02 A. Not at the level of detail I saw it.

03 Q. Okay. So you don't know if they all  
04 left for BellSouth, do you?

05 A. Me personally, no.

06 Q. Do you know if Supra customers go to  
07 carriers other than BellSouth when they leave  
08 Supra?

09 A. Sometimes.

10 Q. And does Supra customers, do they  
11 move and discontinue receiving service from  
12 Supra?

13 A. Certainly, we do transfers and  
14 disconnects as well.

15 Q. And does Supra disconnect customers  
16 for nonpayment?

17 A. We certainly -- we certainly suspend  
18 service for nonpayment. Do we permanently  
19 disconnect for nonpayment, I would say -- I  
20 would say we have. We would rather obtain the  
21 money that's owed us and continue the  
22 relationship.

23 Q. Do you know what percentage of Supra

□0034

01 customers leave Supra every month?

02 A. For what month? I mean --

03 Q. The most recent month that you  
04 remember.

05 A. The most recent months that I  
06 remember would probably be January through  
07 June of last year when we were running  
08 somewhere between 1.5 and 1.7 percent.

09 Q. Is there an industry term that you  
10 use to describe that?

11 A. Churn.

12 Q. And that's 1.5 to 1.7 for the entire  
13 time period or per month?

14 A. Per month.

15 Q. Do you believe that churn rate is  
16 consistent today?

17 A. Well, because of the issues that we  
18 went through mutually last fall, that's gone  
19 up and down, and that's why I don't want to be  
20 specific right now.

21 Q. Fair enough.

22 A. We're engaged in a fresh study of  
23 it.

□0035

01 Q. Does Supra use the PMAP line loss  
02 report for anything, for any purpose?

03 A. I believe we're now using it to get  
04 a better indication of when we should stop  
05 billing customers that have left.

06 Q. So you use it to --

07 A. In the first --

08 Q. I'm sorry, I will let you explain to  
09 me how you use it in greater detail.

10 A. It's something we fairly recently  
11 added to our OSS interface to make sure we  
12 don't bill customers after they've left us  
13 because the notifications we got through older  
14 methods from BellSouth or by bill analysis had  
15 too much lag time built into them so they have  
16 crafted an interface in PMAP to stop billing  
17 customers.

18 Q. So you use PMAP -- the notification  
19 from PMAP to notify your billing system to  
20 stop billing the individual customer  
21 identified in PMAP?

22 A. Yes.

23 Q. And when did that start?

00036

01 A. I don't know.

02 Q. Is it fairly recent?

03 A. Yes.

04 Q. Do you know why Supra chose to tie  
05 PMAP to its billing?

06 A. Because the other methods we were  
07 using, the line loss reports we were receiving  
08 from BellSouth often were erroneous and we  
09 were consuming a lot of time in the call  
10 centers resolving billing problems and so  
11 we're constantly looking for ways to eliminate  
12 that.

13 Q. What other line loss reports has  
14 BellSouth provided to Supra?

15 A. Well, you used to send us a report  
16 every day in the mail, and then there was --  
17 we've got a reconciliation process with the  
18 monthly BellSouth bills but because of a  
19 particular customer's billing cycle, which may  
20 not coincide with the monthly billing cycle  
21 from BellSouth, we could erroneously bill a  
22 customer if we didn't have a better way to  
23 stop it. It's my understanding that those

00037

01 daily reports that used to be -- used to be  
02 mailed to us were stopped at some point, so we  
03 had no choice but to go to PMAP.

04 Q. Have you found that PMAP -- the data  
05 in PMAP is reliable?

06 A. That's not something I've looked  
07 into at this point.

08 Q. Do you have any reason to believe  
09 that it's not reliable?

10 A. Well, our -- our mutual experience  
11 over the last six or eight years would lead me  
12 to probably question it, yes.

13 Q. Fair enough.

14 MR. MEZA: we've actually been going  
15 about an hour so let's take a break.

16

(Whereupon, there was a brief recess  
taken from 2:10 p.m. to 2:16 p.m.)

17

18

19

20

MR. MEZA: Linda, just for planning  
purposes, I probably have another 20 to 30  
minutes, and then I am going to end the depo  
and start up on Monday with Mr. Nilson's

00038

01

testimony, and we'll conclude the testimony on  
Monday just to let you guys know what my plans  
are.

02

03

04

MS. DODSON: Okay. I have some  
questions and I will ask them now.

05

06

MR. CRUZ-BUSTILLO: Oh you mean,  
Linda, questions of Mr. Nilson or just general  
questions?

07

08

09

MS. DODSON: Just general questions.

10

MR. CRUZ-BUSTILLO: Oh, okay.

11

MR. MEZA: Do you want to do those  
now. I don't think we need to have it on the  
record.

12

13

14

MS. DODSON: No, it doesn't need to  
be on the record.

15

16

(whereupon, a discussion was held  
off the record.)

17

18

19

MR. CRUZ-BUSTILLO: On the record  
right now.

20

21

The document that we're going to be  
e-mailing to Linda Dodson is -- those portions

22

23

00039

01

of that transcript that are deemed  
confidential shall be deemed confidential by  
all the parties, and I don't know that we can  
do this, but cannot be subject to a public  
records request simply because it was  
communicated to Ms. Dodson over the e-mail.

02

03

04

MR. MEZA: Correct, and the parties,  
either BellSouth or Supra, will follow up with  
the appropriate procedures necessary to insure  
the continued treatment until resolution by --

05

06

07

MS. DODSON: When you send that,

08

09

state that in your e-mail too about  
confidentiality.

10

11

MR. MEZA: Well, I tell you what,  
for benefit of the court reporter, Jorge and I  
will draft a short statement reflecting the  
agreement of the parties so she can attach it  
in her e-mail to you.

12

13

14

MR. CRUZ-BUSTILLO: Actually, do you  
know what, she can get what she just  
transcribed. She's going to know what she  
just transcribed, put it on the e-mail.

15

16

17

MR. MEZA: That's right.

18

19

20

MS. DODSON: That will be fine.  
Just as long as there is some statement on  
there.

21

22

MR. CRUZ-BUSTILLO: The final thing  
is that the only reason it was sent to her by  
e-mail instead of by FedEx, which there

23

00040

01

MS. DODSON: That will be fine.  
Just as long as there is some statement on  
there.

02

03

04

MR. CRUZ-BUSTILLO: The final thing  
is that the only reason it was sent to her by  
e-mail instead of by FedEx, which there

05

06

07 wouldn't be an issue of public records, is  
08 because that's the most efficient and quick  
09 way to get it to her.

10 MS. DODSON: Fine, we agree.

11 MR. MEZA: Great. Are we ready to  
12 proceed with the depo?

13 MR. CRUZ-BUSTILLO: Yes, proceed.

14 Q. (By Mr. Meza) Mr. Nilson, you  
15 referenced several studies that Supra has had  
16 over the past relating to why it loses  
17 Supra -- Supra customers. Do you remember  
18 that?

19 A. Yes.

20 Q. Do you know when they started these  
21 studies?

22 A. I would say they've been done  
23 periodically throughout our entire history.

00041

01 The ones I was referring to have been since --  
02 probably since early November.

03 Q. 2002?

04 A. Yes, sir.

05 Q. Was there some type of study prior  
06 to November of 2002?

07 A. There were but I wouldn't say it was  
08 quite as formalized or as regular as what we  
09 embarked on through December, January,  
10 February of the most recent year.

11 Q. Since November of 2002, do you know  
12 how often those studies were generated?

13 A. The ones I saw came out every week.

14 Q. Prior to November 2002, do you know  
15 how often they were generated?

16 A. How often isn't an appropriate word.  
17 They were occasional.

18 Q. Occasional.

19 A. With one and a half percent churn,  
20 we were more interested in servicing the  
21 incoming customers than going back and  
22 looking.

23 Q. Are those reports in writing today

00042

01 and in Supra's possession?

02 A. I don't know.

03 Q. Okay. Mr. Nilson, do you have your  
04 direct testimony in front of you?

05 A. I do.

06 Q. Can you please refer to page eight?

07 A. Yes.

08 Q. Excuse me, strike that. Pages 11  
09 through 15, do you see those pages?

10 A. I do.

11 Q. And page 11, line 14 you start with  
12 the question, "Do ELEC and retail interfaces  
13 operate in essentially the same time and  
14 manner"?

15 A. That's correct.

16 Q. And I believe the following pages up  
17 to 15 address in one way or another that  
18 question?

19 A. Yes.

20 Q. Okay. Is it Supra's position in  
21 this case that BellSouth is not providing

22 nondiscriminatory access to its OSS?

23 A. That's -- that's not the purpose of

00043

01 this testimony. The purpose of this testimony  
02 was to provide background information so that  
03 people could understand the way orders flow.  
04 I'm not making a claim of discriminatory or  
05 nondiscriminatory access or parity or anything  
06 of that nature.

07 Q. Okay. So supra is not requesting as  
08 any of its request for relief that the  
09 Commission address whatever perceived or real  
10 issues that you may have with the retail  
11 versus CLEC interfaces; is that correct?

12 A. I'm not addressing any of my  
13 concerns with the differences between the  
14 interfaces.

15 Q. Thank you. Do you have the second  
16 set of responses to -- excuse me, the second  
17 set of interrogatories to supra, your  
18 responses to those, do you have those?

19 A. Have you received them?

20 Q. Yes, I have.

21 A. Then I don't.

22 Q. And I'm looking for Staff's benefit  
23 on number ten and specifically the last

00044

01 paragraph, number ten.

02 MR. CRUZ-BUSTILLO: Whose answers  
03 are these?

04 MR. MEZA: Yours.

05 MR. CRUZ-BUSTILLO: To Staff?

06 MR. MEZA: Yeah.

07 MR. CRUZ-BUSTILLO: I'm looking at  
08 the last paragraph, ten?

09 MR. MEZA: Yes.

10 Q. (By Mr. Meza) Did you author that  
11 response, Mr. Nilson?

12 A. Yes.

13 Q. Let me see if I can ask you the  
14 question without taking it in front of you.  
15 You reference 670,000 CLEC orders that  
16 Mr. Pate referenced in his rebuttal testimony;  
17 is that correct?

18 A. Yes, sir.

19 Q. Do you know if those are 670,000  
20 orders migrating a BellSouth customer to a  
21 CLEC?

22 A. Oh, I would almost assuredly say  
23 that only a fraction of them are.

00045

01 Q. Okay. Can you explain to me the  
02 basis for your statement that BellSouth has a  
03 burden to demonstrate that it learned of all  
04 of these approximately 670,000 CLEC switches  
05 from some independent source that is not its  
06 own wholesale operations?

07 A. Provided -- provided that there was  
08 a marketing attempt to either retain or win  
09 back the customer, that's a true statement.  
10 If BellSouth merely processed 670,000 LSRs who  
11 never made an attempt to retain or win back  
12 one of those customers, I would retract that

13 statement.

14 Q. Let's see if we can clear it up this  
15 way. You're not suggesting that all 670,000  
16 orders were CLEC switches as you used the  
17 phrase in your response, are you?

18 A. When you say CLEC switches, you're  
19 talking about BellSouth to Supra --

20 Q. Correct.

21 A. -- MCI to Supra or something of that  
22 nature?

23 Q. Correct.

0046

01 A. No, generally -- generally there's  
02 some ratio, eight or nine to one.

03 Q. And you would agree with me that  
04 some portion of those 670,000 LSRs probably  
05 include CLEC submitted change orders?

06 A. I would say the majority of them are  
07 CLEC submitted change orders.

08 Q. And for those orders you wouldn't  
09 believe -- you don't believe that BellSouth  
10 has an obligation to do what you say we have  
11 to do in your response relating to independent  
12 retail source and the like?

13 A. Well, with a caveat. Were you to  
14 trigger some marketing winback efforts based  
15 on that order, I would have -- I would have an  
16 issue with that, but based on the deposition  
17 testimony of Mr. Wolfe over the last couple of  
18 days, it sounds like a lot of that is not  
19 subject to Project Sunrise.

20 Q. Is it Supra's position that through  
21 Project Sunrise BellSouth is using CLEC to  
22 CLEC migration orders as winback attempts or  
23 marketing attempts?

0047

01 A. Based on the testimony I've heard  
02 for the last two days, you don't have any way  
03 not to do that. It's -- it's kind of inherent  
04 in the process. For example, I provide an  
05 exhibit with my direct testimony. I'm sure  
06 you're going to ask me about it later --

07 Q. Sure.

08 A. -- where my home phone number was  
09 converted from resale to UNE. I don't know if  
10 you're aware of it but BellSouth requires  
11 Supra as a resale provider to operate under  
12 one operating company number and Supra as a  
13 UNE provider to operate under a completely  
14 different operating company number. However,  
15 the BellSouth OSS was coded and we've known  
16 this from prior proceedings that it looks at  
17 an operating company number change as a change  
18 from one carrier to another so -- sorry, I  
19 forgot the question now.

20 Q. The question is, are you suggesting  
21 or advancing in this claim that BellSouth is  
22 using CLEC to CLEC migration orders in Sunrise  
23 for marketing purposes?

0048

01 A. I don't see how you could avoid  
02 doing that.

03 Q. How I could avoid from doing that?

04 A. Yeah, based on -- based on  
05 Mr. Wolfe's deposition that disconnect order  
06 from one CLEC or the single C from one CLEC  
07 would be captured by Sunrise, and I don't see  
08 anything in his testimony that says it would  
09 be pulled back out of the final table, so it  
10 would be there.

11 Q. Do you have any evidence that  
12 BellSouth is marketing customers who are part  
13 of a CLEC to CLEC migration other than your  
14 reliance on Mr. Wolfe's testimony?

15 A. Other than Mr. Wolfe's testimony and  
16 the sunrise documents, I think that's quite a  
17 lot of evidence but I mean, do I have direct  
18 knowledge that you sent a letter on a change  
19 from Supra to MCI, the answer would be no. I  
20 do have evidence that you send a letter  
21 unchanged from Supra resale to Supra UNE, but  
22 beyond that, no. I don't see how you could  
23 avoid doing it.

00049

01 Q. Is it -- I take it then it's also  
02 your position that BellSouth is using  
03 Operation Sunrise to market CLEC back to  
04 BellSouth transactions because it's a D order?

05 A. Explain that again.

06 Q. Is it also your position based upon  
07 your understanding of Mr. Wolfe's testimony  
08 that BellSouth is using Operation Sunrise to  
09 market CLEC to BellSouth transactions?

10 MR. CRUZ-BUSTILLO: Objection, form.

11 MR. MEZA: Why? What's wrong with  
12 the question?

13 MR. CRUZ-BUSTILLO: Mischaracter-  
14 ization of testimony.

15 MR. MEZA: Okay.

16 MR. CRUZ-BUSTILLO: He already said  
17 that those orders don't make it to the  
18 permanent sunrise table because you wouldn't  
19 market to the customer who just came back.

20 MR. MEZA: You can answer.

21 MR. CRUZ-BUSTILLO: But you have to  
22 answer, Dave. I can't direct you not to  
23 answer. My objection was mischaracterization

00050

01 of testimony. I don't want to say any more.

02 A. Let me answer the question, okay. I  
03 think given what we know about Operation  
04 Sunrise that there would be a record put in  
05 the final table that would indicate that  
06 something should be done in Sunrise. I would  
07 think that you would probably want to avoid  
08 the postage and cost of doing that, and so in  
09 the processing of Operation Sunrise, maybe you  
10 don't actually send that letter out.

11 Q. But let's --

12 A. But I've not heard any testimony to  
13 that effect but I would make a reasonable  
14 assumption that you would save the money of  
15 marketing to a customer you had already won.

16 Q. But the same logic that you use to  
17 base your belief on -- to base your belief  
18 that BellSouth is marketing in the CLEC to

19 CLEC transaction would also apply from a CLEC  
20 to BellSouth transaction, meaning that based  
21 upon Mr. Wolfe's testimony, there's no  
22 indication that those types of disconnect  
23 orders are removed?

□0051

01 A. No, but you've got a -- you've got a  
02 CPNI problem on a CLEC to CLEC order about  
03 going back into CRIS and taking a look at the  
04 records in that case that you don't have on a  
05 CLEC to BellSouth issue.

06 Q. I understand that, but there may be  
07 some ancillary issues that arise but  
08 logically, I'm following your logic, there  
09 shouldn't be any difference -- if we're doing  
10 it for CLEC to CLEC migration, then we should  
11 be doing it for CLEC to BellSouth migration  
12 based on your understanding of how it works?

13 A. No, I think you're putting words in  
14 my mouth.

15 Q. Okay.

16 A. The records end up in the final  
17 Sunrise table in both cases. What you do with  
18 them when they're in the final Sunrise table  
19 may well be different depending on the logic  
20 that's used to process the records. In other  
21 words, the scoring and all of that comes  
22 afterward.

23 Q. But it's your testimony that

□0052

01 disconnect orders generated from a CLEC to  
02 CLEC migration and from a CLEC to BellSouth  
03 migration end up in the permanent table in  
04 Sunrise?

05 A. That's what we've been told for the  
06 last two days.

07 Q. Briefly explain to me why Supra  
08 believes that Operation Sunrise violates  
09 whatever federal, state law you believe is  
10 being violated.

11 A. Supra believes that the fact that we  
12 submitted an order to you to take one of your  
13 customers away cannot be used in any way,  
14 shape, or form to generate marketing to win  
15 that customer back, and I think that's very  
16 clear in FCC order 03-42, paragraph 28.

17 Q. Are you relying on any other  
18 authority for that position other than FCC  
19 03-42?

20 A. The Public Service Commission order  
21 03-726, the key customer tariff document.

22 Q. Anything else?

23 A. I think that's enough. I'm not

□0053

01 saying that that's the entire universe of  
02 applicable rulings but I think that's enough  
03 for us to win our position.

04 Q. Okay. What is the entire universe  
05 of applicable rulings?

06 A. I'll tell you, I haven't looked to  
07 see what the entire universe says.

08 Q. Are you relying on anything other  
09 than FCC 03-42, the key customer order, and



10 FCC 99-223 to support your position that  
11 Operation Sunrise violates federal CPNI laws  
12 or Section 222(b)?

13 MR. CRUZ-BUSTILLO: Jim, let me jump  
14 in here and say that because it's -- at the  
15 witness --

16 MR. MEZA: What's your objection?

17 MR. CRUZ-BUSTILLO: My objection is  
18 that -- object to form.

19 MR. MEZA: Okay.

20 MR. CRUZ-BUSTILLO: Because Supra as  
21 a company is relying on all those provisions  
22 we outline in our original complaint which  
23 includes more than that.

□0054

01 MR. MEZA: Fair enough.

02 MR. CRUZ-BUSTILLO: If he doesn't  
03 include it --

04 MR. MEZA: Fair enough.

05 MR. CRUZ-BUSTILLO: -- that doesn't  
06 mean that we're not going to rely on it.

07 MR. MEZA: Fair enough.

08 Q. (By Mr. Meza) Mr. Nilson, other than  
09 those three orders that I just referenced, are  
10 you relying on any other authority to support  
11 your position as to why BellSouth is in  
12 violation of CPNI or Florida law with  
13 Operation Sunrise?

14 A. Well, certainly I refer back to the  
15 Act, second report and order, first report and  
16 order, but no, I think quite honestly had my  
17 attorney not spoken up, my answer to you would  
18 have been that's a question of legal argument  
19 that the attorneys are going to make and not  
20 me.

21 Q. Okay.

22 A. You know, I wrote my testimony and  
23 my testimony cites to what I used.

□0055

01 Q. Sure.

02 MR. MEZA: Let me confer for two  
03 minutes and I think we'll call it.

04

05 (Whereupon, there was a brief recess  
06 taken from 2:41 p.m. to 2:45 p.m.)

07

08 MR. MEZA: Staff, are you ready?

09 MS. DODSON: Yeah, we're ready.

10 MR. MEZA: I have no further  
11 questions at this time and I look forward to  
12 continuing the depo Monday morning at 10:00  
13 Eastern time. Thanks. Do you have anything  
14 else on the record?

15 MR. CRUZ-BUSTILLO: No, I have no  
16 redirect right now.

17 MS. DODSON: We don't have anything  
18 further.

19

20 (Whereupon, the deposition was  
21 recessed at 2:45 p.m.)

22

23

FURTHER DEPONENT SAITH NOT

08 A. To my knowledge, all disconnect  
09 orders have a disconnect reason code.  
10 Q. Mr. Wolfe, why not have the orders  
11 that populate the permanent Sunrise table, why  
12 not allow them to have a disconnect reason  
13 code assigned to them and keep the code there  
14 when it finally hits the permanent Sunrise  
15 table?

16 A. Are you asking me why it doesn't?  
17 Q. Yeah; yes.  
18 A. The reason it doesn't is because the  
19 instructions that I've been given in this  
20 process have me filter it out.

21 Q. Wouldn't you want to know where --  
22 wouldn't the personnel -- wouldn't you,  
23 Mr. Wolfe, want to know where the CLEC LSR or

0104  
01 I'm sorry, where the order had its origins  
02 from, whether retail or wholesale?

03 A. No.  
04 Q. Why not?  
05 A. BellSouth cares whether we lost a  
06 customer.  
07 Q. That's the important part, that they  
08 lost the customer?

09 A. Yeah.  
10 MR. MEZA: Are you finished with  
11 these, Jorge?  
12 MR. CRUZ-BUSTILLO: Oh, yes. Did we  
13 mark it as an exhibit?  
14 MR. MEZA: Yeah, we marked it, and  
15 it was confidential.  
16 MR. CRUZ-BUSTILLO: Give me five  
17 minutes and then I think I have like ten  
18 minutes left.

19  
20 (Whereupon, a discussion was held  
21 off the record.)  
22 (End confidential.)  
23 Q. (By Mr. Cruz-Bustillo) Let's turn to

0105  
01 page nine of your testimony, lines five  
02 through ten, where it ends with the word  
03 competitors. Can you read that into the  
04 record, and I'll ask you a question or let  
05 your counsel look at it first, please, and  
06 this will be the last question before the  
07 break.

08 MR. MEZA: Okay.  
09 A. Lines five through ten, is that what  
10 it was?

11 Q. Ten, right, ending with the word  
12 competitors.  
13 A. "Using the Harmonize feed, Sunrise  
14 eliminates those orders for which certain  
15 BellSouth retail reason codes exist that  
16 indicate that the disconnection occurred for  
17 some reason other than the switch to a  
18 competing CARE."

19 Q. Read the next sentence.  
20 A. "It assumes that the remaining  
21 orders represent customers switching to other  
22 carriers. BellSouth chooses to regard all

23 such losses as losses to competitors."

0106

01 Q. Okay. My question is that -- is it  
02 your position in this testimony that you  
03 don't -- that the personnel in the MKIS office  
04 don't know that these are competitive  
05 switches, that they just assume that they're  
06 competitive switches? Is that the point of  
07 that testimony?

08 A. Yes.

09 Q. You know that they're competitive  
10 switches, don't you?

11 A. Operation Sunrise in the process  
12 does not know that information, does not know.

13 Q. Okay. Well, that's back to the  
14 distinction we were making earlier between  
15 Operation Sunrise and personnel at MKIS. I'm  
16 asking about Mr. wolfe. Mr. wolfe works at  
17 MKIS. Mr. wolfe drafted his testimony and  
18 Mr. wolfe is the author of the Sunrise manual.  
19 I want to know -- and Mr. wolfe said that you  
20 filter out disconnect orders from the retail  
21 side with the CO disconnect reason code. I  
22 want to know if Mr. wolfe knows that all the  
23 records that ultimately populate the permanent

0107

01 Sunrise table are in fact switchers that have  
02 left BellSouth in the last seven days to a  
03 competitor.

04 A. What Mr. wolfe knows is that the  
05 disconnect -- the disconnect records are -- we  
06 assume that they're competitive disconnects  
07 and it's -- assumed competitive disconnects  
08 and unknowns in that final -- when we move it  
09 to the permanent table.

10 Q. Hand me that testimony right there.

11 A. Okay.

12 Q. Mr. wolfe, let me ask you again,  
13 okay.

14 A. Okay.

15 Q. I didn't hear an answer to my  
16 question.

17 A. Okay.

18 Q. You work at MKIS?

19 A. I do.

20 Q. You authored the document of the  
21 Operation Sunrise manual?

22 A. You're referring to the one in 2001?

23 Q. That's correct.

0108

01 A. Yes, I did.

02 Q. You know, Mr. wolfe, is it not  
03 correct -- you know what information flows  
04 from SOCS to the Harmonize database; correct?

05 A. I know much of that. I don't know  
06 all of it but I know most of it, yes.

07 Q. Okay. You know how the filtering  
08 process works when information moves from the  
09 Harmonize database to the temporary Sunrise  
10 table. You have personal knowledge of that;  
11 correct?

12 A. I do.

13 Q. You have personal knowledge of

14 information that moves from the temporary  
15 sunrise table to the permanent sunrise table?

16 A. I do.

17 Q. You told me that disconnect orders  
18 with a DCR of CO are filtered out and it  
19 doesn't make it to the permanent sunrise  
20 table; isn't that correct?

21 A. That's correct.

22 Q. So isn't it correct to conclude that  
23 Mr. Wolfe does know that the records that

0109

01 ultimately populate the permanent sunrise  
02 table are competitive switches, not Operation  
03 Sunrise, Mr. Wolfe?

04 A. I know that those records populating  
05 the permanent sunrise table will include  
06 competitive disconnects, yes.

07 Q. It won't include anything else;  
08 isn't that correct?

09 A. No.

10 Q. We're not talking about product  
11 changes or local toll. We're only talking  
12 about local service switches.

13 A. We're talking about local service  
14 switches, yes.

15 Q. Because you already told me that the  
16 sunrise database will contain for each of  
17 those files that deal with local service,  
18 toll, or product certain codes so you can  
19 distinguish between those three groups. I'm  
20 only talking about local service.

21 A. Right.

22 Q. If have you service orders regarding  
23 switches with a disconnect reason code that

0110

01 makes it to the final table that had a BR and  
02 RT that was assigned by LESOG or the LCSC and  
03 the CO is filtered out and that comes from the  
04 retail side, isn't it true that Mr. Wolfe has  
05 actual knowledge that the ultimate records for  
06 local service switches on the permanent  
07 sunrise table all have their origins from CLEC  
08 service orders; isn't that correct?

09 A. I know that the records in that  
10 final permanent sunrise table will contain  
11 competitive disconnects, yes.

12 Q. Originating from the wholesale side  
13 of the fence?

14 A. The orders would have originated  
15 from the wholesale side of the fence, yes.

16 MR. CRUZ-BUSTILLO: Thank you.  
17 Let's take a break.

18  
19 (Whereupon, there was a brief recess  
20 taken from 11:05 a.m. to 11:14 a.m.)

21 Q. (By Mr. Cruz-Bustillo) Mr. Wolfe,  
22 how are you again?

23 A. I'm fine, thanks.

0111

01 Q. Let's go to your testimony on page  
02 nine, lines ten through 12, and I don't know  
03 what we did with your testimony.

04

05 (whereupon, a discussion was held  
06 off the record.)  
07

08 Q. Page nine, lines ten through 12,  
09 which begins before and ends with the word  
10 suppressed. I just have one question about  
11 that. Could you read that sentence, please?

12 A. "Before any reacquisition list is  
13 generated using these assumed competitive  
14 disconnects, the actual reason codes,  
15 regardless of origin, are suppressed."

16 Q. This is asked and answered actually.

17 MR. MEZA: Go ahead.

18 Q. They're suppressed before they hit  
19 the Sunrise table; is that correct?

20 MR. MEZA: Now, currently, as of  
21 today?

22 A. As of today.

23 Q. Yeah, correct, as of now. Actually

0112

01 my question was, just to let you know, the way  
02 I read the sentence before we had gotten into  
03 the line of questioning before was I wanted to  
04 know if they were suppressed prior to the  
05 creation of the marketing list or prior to the  
06 permanent table but we've already done that,  
07 so let me move on. Can you read me lines 12  
08 and 13 beginning with through this?

09 A. The entire sentence?

10 Q. Yes, please.

11 A. "Through this productive process,  
12 BellSouth's retail marketing organization  
13 receives exactly the same information any  
14 carrier receives, information that a retail  
15 customer has been lost."

16 Q. Does Supra or any CLEC have access  
17 to the information that MKIS has?

18 A. Are you talking about to the actual  
19 tables themselves?

20 Q. Or to the -- that will be one  
21 question, and the second question so you can  
22 answer them both is or to the actual list that  
23 you send out to the third-party marketing

0113

01 vendors. Does Supra have access to either of  
02 those lists?

03 A. No.

04 (Begin confidential.)  
05

06 (Whereupon, Plaintiff's Exhibit 9  
07 was marked for identification and a  
08 copy of same is attached hereto.)  
09

10 Q. Thank you. I'm going to show you --  
11 I'm going to show you what's been Bates  
12 stamped, now we're going confidential, as  
13 Supra's DAN-8, 001030, and I'm going to show  
14 it to counsel first and then ask you to  
15 comment on it. That is a document that comes  
16 from the June 2000 version of Operation  
17 Sunrise document. Is that the table that is  
18 created -- is that the table and the fields  
19 that appear in the permanent Sunrise database?

20 MR. MEZA: As of June 2001?  
21 MR. CRUZ-BUSTILLO: Well, we'll do  
22 both, as of June 2001 and today. Answer both  
23 questions.

0114

01 A. This is -- this is the layout for  
02 this targeted table in 2001.

03 Q. And what does that mean, targeted  
04 table?

05 A. This table contains those customers  
06 that were targeted for local toll, product  
07 feature, and local service.

08 Q. Okay. So those would be fields that  
09 would appear in the permanent Sunrise table?

10 MR. MEZA: In 2001?

11 MR. CRUZ-BUSTILLO: In 2001.

12 A. In 2001 in this targeted table, yes.

13 Q. Yes. Could you read me line 20,  
14 what does the field say?

15 A. Switched to.

16 Q. Would it be reasonable to conclude  
17 that that field would include the name of the  
18 CLEC that the individual switched to?

19 A. No.

20 Q. What would it mean?

21 A. It means the local toll carrier that  
22 the customer said they switched to.

23 Q. I thought you just told me that this

0115

01 was the table that is used for local toll,  
02 product changes, and local service. Why would  
03 that field only include the name of the  
04 competitor if it was local toll?

05 A. At the time of this document, there  
06 was only product feature winback and local  
07 toll winback.

08 Q. Because you didn't begin local  
09 service until August 2001?

10 A. We did local service briefly in  
11 March and April of 2001 and then we started  
12 again in August of 2001.

13 Q. Okay. So this would be a field that  
14 would have been populated in April 2001.  
15 Would that be correct?

16 A. It would have been populated in  
17 April 2001 for local toll.

18 Q. And for local service?

19 A. No.

20 Q. Didn't you say you did local service  
21 in April 2001?

22 A. Yes.

23 Q. And this is a table that you would

0116

01 use for local service; correct?

02 A. Local service targeted customers  
03 would have been in this table.

04 Q. Okay. And so therefore, at least  
05 for that month, that field would have been  
06 populated for local service winback; correct?

07 A. No.

08 Q. Why not?

09 A. Because this information was  
10 gathered from customers on a local toll

11 outbound telemarketing call.

12 Q. And how would you have learned of  
13 that -- of the local toll switch, from CARE?

14 A. Yes.

15  
16 (Whereupon, Plaintiff's Exhibit 8  
17 was marked for identification and a  
18 copy of same is attached hereto.)

19  
20 Q. Thank you. Let's mark that as the  
21 next exhibit. On page 11, lines ten through  
22 12, you have -- you identified as fields that  
23 populate the permanent Sunrise table as the

00117  
01 NPA, NXX, the line, the customer code, and the  
02 date the data was extracted from SOCS. Are  
03 there any other fields that are populated for  
04 a particular record in the Sunrise table or is  
05 that the only fields?

06 A. Are you talking about at this part  
07 of the process or later?

08 Q. Well, at this part of the process as  
09 I understand page 11, middle of the page,  
10 we're talking about the permanent Sunrise  
11 table, aren't we?

12 A. Yes.

13 Q. Okay. So my question is, we just  
14 looked at a table that existed in 2001 that  
15 had 26 fields. I want to know whether or not  
16 in 2003, in August 2003, whether or not this  
17 testimony is accurate, whether or not there's  
18 only five fields, or whether or not there's  
19 still 26 fields.

20 A. In the permanent table itself, there  
21 are a lot of fields.

22 Q. Okay. Well, let's just focus on one  
23 record.

00118  
01 A. Okay.

02 Q. Me, Jorge Cruz-Bustillo, I used to  
03 be a BellSouth customer. I switched to Supra  
04 Telecom. My service record -- I'm sorry, the  
05 service order -- the single C service order  
06 converting me makes its way all the way down  
07 to the permanent Sunrise table. When you, or  
08 whether it's a computer, that looks at that  
09 record, how many fields are there for that  
10 particular record? Are there five or are  
11 there 26?

12 A. Currently there's more than five. I  
13 don't know exactly how many.

14 Q. Okay. Let's look at this exhibit  
15 here. I'm holding here -- hold on. I'm going  
16 to show you a document that has to remain  
17 confidential. I ask you to -- if you  
18 recognize it, and if you recognize it, what is  
19 it. Let me show it to your counsel first.  
20 The pending questions are do you recognize it.  
21 I want you to take your time. The pending  
22 questions are do you recognize it and what is  
23 it if you do.

00119  
01 A. I recognize it. It was a work

02 request generated in July of 2001.  
03 Q. And the first set of fields down at  
04 the bottom of the first page going into the  
05 second set, do those represent the fields for  
06 a record that would exist in -- now I'm not  
07 sure, the Harmonize table -- database or the  
08 temporary Sunrise database? Can you clear  
09 that up for me?

10 A. This would have been at the time of  
11 this document the fields in the Harmonize  
12 database.

13 Q. Okay. And how many fields are there  
14 for that one record? Take your time and count  
15 them.

16 A. There's 24 here.

17 Q. Okay. The second set of data fields  
18 further down on the bottom of page two going  
19 onto the third page, does that represent the  
20 fields that will -- that would populate a  
21 record in the permanent sunrise table?

22 A. At the time of this document?

23 Q. Yes.

0120

01 A. Yes.

02 Q. Okay. Can you tell me how many  
03 fields there are, please?

04 A. Seventeen.

05 Q. Okay. Has that document been  
06 modified or changed since 2001?

07 A. This document, yes, has been  
08 changed.

09 Q. Are the databases -- are the data  
10 fields that you identified that existed in  
11 those two tables for 2001 the same fields that  
12 are in effect today in August 2003?

13 A. No.

14 Q. Okay. With respect to the fields  
15 that populate the permanent Sunrise table,  
16 which fields have been eliminated?

17 A. I don't have the current table  
18 structure in front of me so I cannot speak  
19 entirely. I don't believe the SOCS first time  
20 indicator is there. I don't believe the SOCS  
21 business unit code is there. I don't believe  
22 the SOCS effective bill date is there. I  
23 don't believe the SOCS old telephone number is

0121

01 there. I don't believe the SOCS extract  
02 status code is there.

03 MR. CRUZ-BUSTILLO: Okay. Can we  
04 attach that as the next exhibit.

05  
06 (Whereupon, Plaintiff's Exhibits 10  
07 and 11 were marked for  
08 identification and a copy of same  
09 are attached hereto.)  
10

11 Q. I'm going to show you a second  
12 document. I ask you if you recognize it and  
13 can you tell me what it is.

14 MR. CRUZ-BUSTILLO: Mr. Meza.

15 MR. MEZA: Yeah, we're still  
16 confidential; correct, Jorge?



17 MR. CRUZ-BUSTILLO: Yes, sir.  
18 Q. (By Mr. Cruz-Bustillo) Do you  
19 recognize it and what do you recognize it to  
20 be?

21 A. I recognize it and it is a  
22 description of the process that we use to  
23 identify probable leads for winback campaigns.

0122

01 Q. What's the date of that document?  
02 Is there a date on the first page?

03 A. August 1st, 2001.

04 Q. Is it appropriate or is it the best  
05 way for context that both Exhibit 10 and  
06 Exhibit 11 should be read together?

07 A. If by that you mean that they refer  
08 to basically the same process, then yes.

09 Q. Okay. The first one -- the first  
10 document, Exhibit 10, the purpose of that was  
11 for a work request. Would that be  
12 appropriate?

13 A. It was a work request, yes.

14 Q. And then the second document is a  
15 document produced to implement the work  
16 request. Would that be correct?

17 A. Yes.

18 Q. On the second page in the second set  
19 of fields, are those the fields that presently  
20 populate a record in the current sunrise  
21 table?

22 A. Today?

23 Q. Yes.

0123

01 A. No.

02 Q. Is there a document that you're  
03 aware of that's been produced by you that  
04 eliminated some of those fields?

05 MR. MEZA: Object to the form,  
06 produced -- you mean produced in discovery or  
07 created or what?

08 MR. CRUZ-BUSTILLO: No, created,  
09 produced by Mr. wolfe. Let me ask the  
10 question again.

11 Q. (By Mr. Cruz-Bustillo) Mr. wolfe,  
12 are you the author of both of these documents?

13 A. Yes.

14 Q. Okay. Have you authored another  
15 document which have deleted fields from  
16 Exhibit 11 that you're holding?

17 A. Yes.

18 Q. Do we have that document -- have you  
19 produced that document in Arb. Five?

20 A. I don't recall producing it.

21 Q. Could you tell me for the record  
22 what fields do you believe are not there and  
23 actually you can mark them with this pen, to

0124

01 your best recollection, and it will be subject  
02 to check.

03 A. Yes; yes, the ones --

04 Q. No, on the side. Just do on the  
05 side, put a little circle -- the fields you  
06 think that are no longer populated in the  
07 permanent sunrise table.

08 A. Okay. The ones that I think are no  
09 longer there.

10 Q. Uh-huh.

11 A. Okay.

12 Q. One of the things that you  
13 identified was a field that says identifies  
14 the order as residential or business account.  
15 Would the reason for that be that the  
16 permanent Sunrise table, with respect to  
17 residential switches, wouldn't include  
18 business accounts?

19 A. Correct.

20 Q. Where do the business accounts flow  
21 through -- flow to for switches for business?

22 A. They're in SOCS and that's as far as  
23 I know.

00125

01 Q. Okay. Here you have the old  
02 telephone number listed on a service order.  
03 If somebody does a single C over UNE-P and  
04 they keep the same number, that just wouldn't  
05 be applicable; is that correct?

06 A. I don't know.

07 Q. And then you circled the extract  
08 status for this record. Your rebuttal  
09 testimony indicates that the information --  
10 this is just to make clarify -- this isn't  
11 like a hey, I got you or anything. You say on  
12 your rebuttal testimony that the date the data  
13 was extracted from SOCS does appear in the  
14 final table. Is it you're unsure about this  
15 one or are you saying that the extract date no  
16 longer appears on the permanent Sunrise table,  
17 this last one?

18 A. That last one, extract status code.

19 Q. Right. Well, let me ask this  
20 question first to be clear. Is that field the  
21 same as the entry or as the language written  
22 in your rebuttal testimony on page 11, line  
23 12, the date the data was extracted from SOCS?

00126

01 A. No.

02 Q. What does that mean then on Exhibit  
03 11, field -- the extract status for this  
04 record? What does that mean to you?

05 A. That means to me that the order  
06 status, whether it's pending, complete, held,  
07 the order status.

08 Q. Was there a time when this document  
09 was produced that a pending order would make  
10 it all the way to the permanent Sunrise table?

11 A. No.

12 Q. Okay. So that would always be a  
13 completed order?

14 A. Always a completed order.

15 Q. So that's why you would have  
16 eliminated it?

17 A. Yes.

18 Q. Can you turn to page -- yeah, can  
19 you turn to page 14, lines 13 and 14. While  
20 this is addressed to Ms. Summers, I believe  
21 she indicated that you would have knowledge  
22 about my question. Can you read lines 13 and

23 14, that sentence?

0127

01 A. "MKIS matches the telephone number  
02 associated with the disconnect order to  
03 BellSouth's former customer service record for  
04 that number in CRIS."

05 Q. Is it the telephone number or is it  
06 the customer code that is primarily relied  
07 upon to extract or to identify the record in  
08 CRIS?

09 A. It would be -- it would be both. It  
10 would be the account number.

11 Q. That had -- you explained it to me  
12 earlier, the account number would contain  
13 both; correct?

14 A. Correct.

15 Q. Okay. So neither would be primarily  
16 relied upon, they both equally would make up  
17 the account number?

18 A. Correct.

19 Q. Okay. This is just for the record.  
20 Can you read beginning on line 17 beginning  
21 with MKIS uses this information and just read  
22 me all the way through line 19?

23 A. "MKIS uses this information to

0128

01 generate a list of leads. These leads are  
02 then supplied to a direct mail vendor which  
03 sends a switch acknowledgment letter and in  
04 some instances a follow-up marketing piece."

05 Q. Okay. The letters that -- the lists  
06 that are generated, earlier you told me  
07 there's about on average subject to check a  
08 hundred thousand leads generated on a Friday  
09 afternoon; is that correct?

10 A. I believe I said twice weekly.

11 Q. Right.

12 A. And so one of those is Friday, one  
13 of those is Monday.

14 Q. Let's stick with the Friday list.  
15 would the Friday list account for completed  
16 switches for the previous seven days?

17 A. The process would be completed  
18 orders from the previous seven days, yes.

19 Q. Thank you. When you said -- when we  
20 just looked at lines -- page 14, lines 13 and  
21 14, you said that we match up basically the  
22 account number with filing CRIS. Is that done  
23 computer to computer, mechanically?

0129

01 MR. MEZA: Object to the form. I  
02 think --

03 MR. CRUZ-BUSTILLO: Let me rephrase  
04 that. I knew what I meant. It wasn't coming  
05 out correctly.

06 Q. (By Mr. Cruz-Bustillo) Is it done in  
07 a mechanical way or is it done by a human  
08 person?

09 A. I believe it's done mechanically in  
10 the program.

11 Q. When the matching is completed, is  
12 it correct to say that a lead for that working  
13 telephone number has been generated?

14 A. What this states is information is  
15 gathered and that becomes a part of the list  
16 so that information that -- you know, it's a  
17 step-by-step process.

18 Q. Okay.

19 A. So you get the information and then  
20 later in the process you generate the list of  
21 leads.

22 Q. Okay. Here, hand me your testimony.  
23 Let me ask you a question.

0130

01 A. Okay.

02 Q. Okay.

03 MR. MEZA: And if you need to refer  
04 to your testimony, feel free to refer to your  
05 testimony.

06 Q. Absolutely, I -- just because I  
07 sometimes -- the answer moves from the  
08 question I was asking so.

09 A. Okay.

10 Q. But absolutely, if you need to refer  
11 to your testimony, absolutely. My question is  
12 that to your knowledge, once a lead is  
13 generated -- oh, yeah. After the information  
14 is matched with a CRIS file and we've just  
15 concluded that matching is done -- I don't  
16 want to use the wrong word. What word would  
17 you rather me use, mechanical or computerized?

18 MR. MEZA: How about electronic?

19 Q. Electronically, is that okay?

20 A. That's fine.

21 Q. Is done electronically, is the lead  
22 that ultimately goes out, is it done  
23 electronically also?

0131

01 A. Yes.

02 Q. Okay. Now, I believe you testified  
03 there's going to be two lists and on average  
04 it could be significantly more or less but  
05 we're just using a number for purposes of an  
06 example, 50,000 for that Monday list and  
07 50,000 for that Friday list. Is there an  
08 individual that reviews that list? That's my  
09 first question.

10 A. And when you say review the list,  
11 review the actual records on that list, is  
12 that your question?

13 Q. Well, actually, no, let me be more  
14 specific, review the leads generated, the  
15 ultimate product prior to it going out to the  
16 third-party vendor.

17 A. No.

18 Q. Is there any reviewing of the  
19 records between the time that the permanent  
20 Sunrise table has matched its information with  
21 CRIS and the leads generated?

22 A. No.

23 Q. Okay. How is the -- how does the

0132

01 outside vendor receive its information? Is it  
02 machine to machine? Is it a CD?

03 A. Electronically.

04 Q. That would be machine to machine?

05 A. Yes.

06 Q. Computer to computer?

07 A. Yes.

08 Q. Let's go to page 11, lines one  
09 through eight, and we almost addressed this.  
10 I just want to clear it up. Lines one through  
11 eight, page 11, lines one through eight  
12 beginning with next and going only down to --  
13 actually one through four, competitor. Can  
14 you read that sentence, please?

15 A. "Next, Sunrise eliminates from the  
16 temporary table both those orders that do not  
17 have disconnect reason codes and those orders  
18 that have certain retail inserted disconnect  
19 reason codes indicating that the disconnect  
20 was for a reason other than a switch to a  
21 competitor."

22 Q. Okay. On lines one and two, you  
23 refer to that do not have a disconnect reason

0133

01 code. would it be reasonable for me to  
02 conclude that if a record had reached the  
03 temporary Sunrise table for some reason that  
04 did not have a disconnect reason code, that  
05 that record would not make it down to the  
06 permanent Sunrise table? Is that a fair  
07 interpretation of your statement?

08 A. If it did not have a disconnect  
09 reason code?

10 Q. For whatever reason.

11 A. It would not make it to the Sunrise  
12 table, correct.

13 Q. Thank you. Okay. I think we're  
14 almost done. Let's go to page 15, lines 24  
15 through 25, and then page 16, lines one  
16 through five. Let me just ask you here, is it  
17 correct that this is testimony regarding what  
18 information is sent from BellSouth to the  
19 third-party vendor?

20 A. Where are we again? I'm sorry.

21 Q. You're on page 14, line 24 and 25  
22 beginning there.

23 A. Uh-huh.

0134

01 Q. And I'm trying to speed up the  
02 process actually. Just look at the testimony  
03 beginning on lines 24 and 25 and then page 15,  
04 lines one through five. My question is, is  
05 that the information that is provided from  
06 BellSouth to the third-party vendor?

07 A. Yes.

08 Q. Okay. On page 15, line one, it says  
09 account number. Does that account number  
10 include the customer code?

11 A. Yes.

12 Q. Okay. Let's turn to page 17, lines  
13 nine through 16. I guess the best way here is  
14 to just read lines nine through 16 beginning  
15 at any time.

16 A. "At any time a transaction occurs it  
17 affects an end user's InterLATA or IntraLATA  
18 toll service, CARE sends certain data to  
19 number one, the acquiring InterLATA or

20 IntraLATA carrier; two, the losing InterLATA  
21 or IntraLATA carrier; and three, the end  
22 user's local exchange carrier. The first two  
23 pieces of data serve to notify the acquiring

0135

01 and losing InterLATA or IntraLATA carriers  
02 that a customer has been gained or lost. The  
03 third piece of data serves to notify the end  
04 user's local exchange carrier that one of its  
05 customers has undergone a change in InterLATA  
06 or IntraLATA toll carriers."

07 Q. So let me give you an example. At  
08 the time of an LPIC where BellSouth is the  
09 local service provider and MCI and AT&T are  
10 the long distance providers?

11 MR. MEZA: Object to the form. How  
12 is that possible?

13 MR. CRUZ-BUSTILLO: Thank you.

14 Q. (By Mr. Cruz-Bustillo) AT&T is the  
15 long distance provider; okay?

16 A. Okay.

17 Q. MCI -- the person switches to MCI.  
18 MCI is the winner. AT&T is the loser.  
19 BellSouth is the underlying carrier. Each of  
20 them will receive a notice through CARE; is  
21 that correct?

22 A. Yes.

23 Q. Okay. Can any CLEC subscribe to

0136

01 that CARE so they can learn of that switch at  
02 that time?

03 A. My knowledge from CARE is that  
04 any -- any CLEC can subscribe to CARE and they  
05 would receive notice in one of these three  
06 instances if they were the acquiring InterLATA  
07 or IntraLATA, losing InterLATA or IntraLATA or  
08 their customer was -- so in your example, this  
09 third one doesn't apply.

10 Q. So in this case given the three  
11 parties, BellSouth, AT&T, and MCI, they would  
12 all be given notice. My question is could  
13 Supra subscribe to CARE to learn of that LPIC  
14 change --

15 A. My understanding --

16 Q. -- from that customer in that  
17 scenario?

18 A. My understanding of CARE, no.

19 Q. Okay. Let's look at the scenario in  
20 which Supra is the LEC. AT&T is the provider.  
21 MCI is the new provider, and by the way,  
22 there's no partiality to AT&T, MCI. Those are  
23 generic names I can think of. That's probably

0137

01 a compliment though. Let's turn to page 17  
02 lines 23 to 25 and page 18, one through four.  
03 I wanted to know if you could read starting on  
04 page 23, and I believe this is my last set of  
05 three questions, yeah, I have three questions  
06 after that. If you could read me starting on  
07 line 23 page 17 down through line four on page  
08 18 and then I'll ask my questions.

09 A. "If a Supra local service customer  
10 changes his or her PIC or LPIC, CARE notifies

11 the acquiring carrier, the losing carrier, and  
12 Supra just as it would in the case of a PIC or  
13 LPIC change involving any other LEC's local  
14 service customer. In other words, CARE sends  
15 records relating to PIC and LPIC changes on  
16 every local exchange carrier access lines,  
17 including Supra's. As a result, there is no  
18 need for BellSouth to buy or to request to buy  
19 CARE records relating to Supra's access lines  
20 in particular."

21 Q. Okay. So let me give you a  
22 scenario. You have -- Supra is the LEC. AT&T  
23 is the provider. MCI is the new long distance

0138

01 provider. The customer moves from AT&T to  
02 MCI. AT&T is the loser, they're notified.  
03 MCI is the winner, they're notified. Supra is  
04 the LEC, they're notified. BellSouth manages  
05 CARE, they're notified; isn't that true?

06 A. No.

07 Q. ICS is not notified?

08 A. I don't know about ICS. I don't  
09 know if ICS is notified.

10 Q. Let's go to page 16, line 17 through  
11 20.

12 MR. MEZA: Is this two of three?

13 MR. CRUZ-BUSTILLO: Huh?

14 MR. MEZA: Is this question two of  
15 three?

16 MR. CRUZ-BUSTILLO: This must be  
17 subparts.

18 Q. (By Mr. Cruz-Bustillo) Lines 17  
19 through 20, could you read me that sentence?

20 A. Line.

21 Q. This is your testimony now,  
22 Mr. Wolfe.

23 A. On what page? I'm sorry.

0139

01 Q. Page 16.

02 A. Sixteen.

03 Q. Lines 17 through 20.

04 A. "The customer count record exchange  
05 or CARE is an industry-wide interface created  
06 and managed by BellSouth's Interconnection  
07 Services, the inner exchange carriers and  
08 local exchange carriers use to communicate."

09 Q. Okay. Is it correct to conclude  
10 that BellSouth's Interconnection Services,  
11 ICS, known by the acronym of ICS, manages the  
12 CARE system?

13 A. That's my understanding, yes.

14 Q. Okay. So now let's go back to your  
15 statement on page 18 where you say, "As a  
16 result, there is no need for BellSouth to buy  
17 or to request to buy CARE records relating to  
18 Supra's access lines." Is that because if an  
19 LPIC change occurs where BellSouth is not the  
20 LEC, ICS learns of such an LPIC change?

21 A. I don't know what LCS gets or  
22 doesn't get.

23 Q. What was the basis of your knowledge

0140

01 when you wrote this testimony?

02 A. That they manage CARE. That does  
03 not mean that they get or don't get.

04 Q. Okay. Well, if there's no need --  
05 let me ask you this one question. If there's  
06 no need to buy it, is it because you already  
07 have it?

08 MR. MEZA: Objection, form of the  
09 question, asked and answered. He's already  
10 told you he didn't know.

11 MR. CRUZ-BUSTILLO: I want to make  
12 sure that he said he didn't know to this  
13 question that I've asked as opposed to another  
14 one.

15 Q. (By Mr. Cruz-Bustillo) If you do not  
16 have to buy -- you state in your testimony  
17 that you do not have to buy or request to buy  
18 CARE records relating to Supra's access lines,  
19 and you wrote that at the end of a scenario in  
20 which Supra is the LEC. Is that because ICS  
21 has access to CARE information?

22 A. I don't know.

23 Q. And where did you obtain this

0141 information that -- why did you write this --  
02 why did you make this point in your testimony?

03 A. The point is that CARE is subscribed  
04 to by carriers.

05 Q. Okay. Does MKIS -- is CARE  
06 information -- all information stored in CARE  
07 that's managed by ICS flow into Operation  
08 Sunrise?

09 A. Repeat that, please.

10 Q. Is all LPIC information stored in  
11 CARE flow or is fed into Operation Sunrise?

12 A. Operation Sunrise gets a CARE feed  
13 for the 5124 LPIC.

14 Q. And what's 5124?

15 A. That's BellSouth -- BellSouth is  
16 LPIC carrier 5124.

17 Q. Those are the only ones that feeds  
18 out?

19 MR. MEZA: Object.

20 A. Operation Sunrise, as the losing  
21 carrier, gaining carrier, or end user's local  
22 carrier will get notice from CARE.

0142  
01 (Whereupon, Plaintiff's Exhibit 12  
02 was marked for identification and a  
03 copy of same is attached hereto.)  
04

05 Q. Okay. Let me restate my question.  
06 I agree that BellSouth is a losing carrier or  
07 as the LEC would get notice in either one of  
08 those two categories assuming they were the  
09 local toll service provider or the LEC. I'm  
10 going to show you here a document 000755 from  
11 your manual -- Operation Sunrise manual. I  
12 don't know if the right word is produced by  
13 you, authored by you. Can you look at that  
14 document and tell me if you -- do you  
15 recognize that and what do you recognize it to  
16 be?



17 MR. MEZA: I'm going to object to  
18 this document. It's one of many apparently  
19 and it's dated January 10th of 1995 or '6, I  
20 can't tell. Off the record for a second.

21  
22 (whereupon, a discussion was held  
23 off the record.)

0143

01  
02 Q. (By Mr. Cruz-Bustillo) The pending  
03 question is, but take your time is, do you  
04 recognize it and what do you recognize it to  
05 be?

06 A. I recognize this document as some  
07 manual. Business area operations model is  
08 what this page is entitled.

09 Q. Okay. And on the top right-hand  
10 corner, the top right -- well, it's actually  
11 the box in the middle of the page but on the  
12 right side, could you read me what's in that  
13 box?

14 A. IntraLATA switcher.

15 Q. And it has an arrow going to another  
16 box. Can you tell me what that box says?

17 A. CARE.

18 Q. And then CARE has a line feeding to  
19 a big box. Can you tell me what the big box  
20 says?

21 A. MKIS Sunrise.

22 Q. Okay. Is it reasonable to conclude  
23 that CARE information flows to MKIS sunrise?

0144

01 A. For LPIC 5124, yes.

02 Q. And that would be information that  
03 you -- somebody switched away from BellSouth?

04 MR. MEZA: Object to the form.

05 Q. Somebody switched their local toll  
06 service from BellSouth?

07 A. Or BellSouth acquired a local toll  
08 customer or a customer's -- it's a notice that  
09 something has happened to a BellSouth  
10 customer.

11 Q. Okay. But isn't the whole purpose  
12 of Operation Sunrise to develop leads to  
13 target individuals who have switched away from  
14 BellSouth?

15 A. For local toll?

16 Q. Yeah, for local toll.

17 A. Yes.

18 Q. Okay. So information flowing down  
19 to MKIS sunrise would likely be if you lost  
20 the customer?

21 MR. MEZA: Object to the form. It's  
22 not what he said, mischaracterize the witness'  
23 testimony.

0145

01 MR. CRUZ-BUSTILLO: well, I'm  
02 asking. I don't know what he said. I'm  
03 asking you, Mr. Wolfe.

04 A. It includes information that we  
05 lost. It would also include information that  
06 we acquired.

07 Q. Okay. Remember earlier you told me

08 that the permanent Sunrise table will have  
09 three groups, local service, product change,  
10 and local toll?

11 A. Yes.

12 Q. It would be correct to conclude that  
13 the permanent sunrise table for local toll  
14 switches would only contain records of people  
15 who switched to another local toll provider?

16 A. Yes.

17 Q. Okay. So that way you don't get  
18 mixed up with files that were the other  
19 groups?

20 A. Right.

21 Q. Okay. There's an arrow there that  
22 goes out to an acronym called GIMI. Can you  
23 tell me what GIMI stands for?

□0146

01 A. GIMI is a system -- BellSouth  
02 system, was at the time of this document  
03 anyway.

04 Q. Does it stand for geographic  
05 integrated marketing intelligence system?

06 A. Yes.

07 Q. Why would information regarding a  
08 loss of a local toll be moved to GIMI?

09 A. I don't know.

10 Q. Okay. There's an arrow that leaves  
11 GIMI that goes to RNS. Why would information  
12 regarding a loss of local toll be fed directly  
13 to RNS?

14 MR. MEZA: Object to the form of the  
15 question, and you're talking in relation to  
16 1996?

17 MR. CRUZ-BUSTILLO: I am talking in  
18 relation to a document that --

19 MR. MEZA: You're referencing your  
20 question to the document I guess is what  
21 you're saying.

22 MR. CRUZ-BUSTILLO: To the document  
23 and today, both.

□0147

01 MR. MEZA: Okay.

02 A. To this -- to the time of this  
03 document, there was a feed from GIMI to RNS.  
04 I don't know what was in that feed.

05 Q. Would it be reasonable to conclude  
06 that it would be information regarding the  
07 loss of local toll?

08 A. No.

09 Q. Well, isn't Operation Sunrise  
10 designed to identify local toll switchers, one  
11 of the objectives?

12 A. That's one of objectives.

13 Q. Okay. So if that big box is MKIS  
14 Sunrise, and one of the objectives is to  
15 identify local toll, and the first arrow goes  
16 to geographic integrated market intelligence  
17 system, and the second one goes to RNS, would  
18 it be reasonable to conclude that you -- MKIS  
19 Sunrise there is notifying RNS of a loss of a  
20 local toll?

21 MR. MEZA: Object to the form.

22 A. I don't know what that arrow

23 represents, GIMI to RNS.

0148

01 Q. Okay. Has the -- this system was --  
02 if it's part of Operation Sunrise, this system  
03 was authored by you; is that correct?

04 A. GIMI?

05 Q. No, this -- the flow of information.

06 A. Okay. Ask your question again. I'm  
07 sorry.

08 Q. Did you author the -- did you author  
09 the document?

10 A. No.

11 Q. Do you have personal knowledge  
12 whether or not LPIC information regarding  
13 loss -- toll loss is still provided to GIMI?

14 A. I don't know.

15 Q. Do you know if it's still provided  
16 to RNS?

17 A. Okay. I'm sorry. I'm sorry. Step  
18 back. Your previous question was?

19 Q. GIMI.

20 A. Does data flow from MKIS Operation  
21 Sunrise to GIMI?

22 Q. GIMI, I'm sorry.

23 A. No, it does not.

0149

01 Q. How do you know this?

02 A. Because today in 2003, Operation  
03 Sunrise does not send anything to GIMI.

04 Q. At what point did it stop sending  
05 information to GIMI?

06 MR. MEZA: I object to the form of  
07 the question, assumes facts not in evidence.

08 A. I don't know.

09 MR. CRUZ-BUSTILLO: well, he just  
10 said we don't do it anymore.

11 MR. MEZA: He said he didn't know if  
12 it ever connected to GIMI.

13 MR. CRUZ-BUSTILLO: No; no; no.

14 MR. MEZA: That's what he said.

15 Q. (By Mr. Cruz-Bustillo) Mr. wolfe,  
16 did you just say that today it doesn't flow to  
17 GIMI?

18 A. Yes.

19 Q. Okay. That's why I asked you if you  
20 know for certain that today it doesn't flow to  
21 GIMI. At what point did it stop flowing to  
22 GIMI?

23 MR. MEZA: And I raise my same

0150

01 objection, mischaracterizing his testimony.

02 MR. CRUZ-BUSTILLO: No, that doesn't  
03 mischaracterize it. Go, Mr. wolfe.

04 A. I don't know.

05 Q. But you're certain today it doesn't  
06 flow to GIMI?

07 A. Yes.

08 Q. And why are you certain today that  
09 it doesn't flow to GIMI?

10 A. Because we don't send it to GIMI.

11 MR. CRUZ-BUSTILLO: Okay. I have  
12 nothing further.

13 MR. MEZA: we're going to break for

14 lunch before I do redirect because I'm sure  
15 that you're going to have additional questions  
16 after my redirect.

17 MR. CRUZ-BUSTILLO: No, not really.

18  
19 (whereupon, there was a lunch recess  
20 taken from 12:07 p.m. to 1:01 p.m.)

21  
22 MR. MEZA: Staff.

23 MS. DODSON: Yes.

□0151

01 MR. MEZA: Jim Meza, I'm about to  
02 start my redirect, and for planning purposes,  
03 we were wondering if you guys had any  
04 questions at this time.

05 MS. DODSON: Yes, we do.

06 (Begin confidential.)

07

08 EXAMINATION BY MR. MEZA:

09 Q. Mr. Wolfe, I'm going to show you  
10 documents that Mr. Cruz-Bustillo marked as  
11 Exhibits 1, 2, and 3. As we noted during your  
12 examination they all bear dates of January  
13 10th, 1996. Do you remember these documents?

14 A. Yes.

15 Q. Do you know when BellSouth began  
16 local service winback activities through  
17 Sunrise?

18 A. Yes, that was April -- March and  
19 April 2001.

20 Q. So at the time these documents were  
21 written, Exhibits 1, 2, and 3, BellSouth was  
22 not engaging in local service winback; is that  
23 correct?

□0152

01 A. That's correct.

02 Q. Now, do you know if the processes  
03 described or outlined in Exhibits 1, 2, and 3  
04 in 1996, do you know if they were changed from  
05 1996 until 2001?

06 A. Yes.

07 Q. Okay. And do you know for a fact  
08 whether any of the processes described in  
09 Exhibits 1, 2, and 3 were implemented by  
10 BellSouth in Operation Sunrise?

11 A. No.

12 Q. Now, you said that BellSouth began  
13 local service winback in Sunrise in April --  
14 in March or April 2001 or April or May of  
15 2001?

16 A. It was March/April 2001.

17 Q. And has BellSouth ever suspended  
18 winback activities in 2001 or did BellSouth  
19 suspend winback activities in 2001?

20 A. Yes.

21 Q. And what time period was that for?

22 A. The time period of the suspension  
23 was April 20th -- after April 20th, 2001,

□0153

01 through August 2001.

02 Q. And during that time period,  
03 BellSouth did not engage in any marketing  
04 winback activities, is that correct, relating

05 to Operation Sunrise?  
06 A. For local service, that's correct.  
07 Q. Okay. Now, do you remember  
08 Mr. Cruz-Bustillo talking to you about  
09 disconnect reason codes and when they are  
10 stripped or if they are stripped in the  
11 sunrise processes. Do you remember that?  
12 A. Yes.  
13 Q. After August of 2001, does the  
14 byproduct of Sunrise, and when I use the  
15 phrase byproduct, that's the resulting product  
16 through the process, are there disconnect  
17 reason codes attached to the leads that are  
18 generated in Sunrise in the byproduct?  
19 MR. CRUZ-BUSTILLO: Objection to  
20 form.  
21 A. No.  
22 Q. And is it -- do the disconnect  
23 reason codes get stripped at some point in the  
0154  
01 process prior to the byproduct being created?  
02 A. Yes.  
03 Q. Okay. And in what stage do the  
04 disconnect reason codes get stripped?  
05 A. They get stripped between the  
06 temporary table and the end byproduct I think  
07 you said of the permanent table.  
08 Q. Do you remember Mr. Cruz-Bustillo  
09 talking to you about the customer code?  
10 A. Yes.  
11 Q. Do you know why BellSouth uses a  
12 customer code?  
13 A. To identify their customers.  
14 Q. Do you know why BellSouth uses it as  
15 part of Sunrise?  
16 A. With that code we can identify our  
17 former local service customers and for the  
18 purpose of getting their information before  
19 they left.  
20 Q. Mr. Cruz-Bustillo was asking you a  
21 series of questions relating to whether or not  
22 you knew when the customer service or the  
23 customer order -- excuse me, the customer code  
0155  
01 is placed on the service order. Do you  
02 remember that?  
03 A. Yes.  
04 Q. Do you know when in the OSS process  
05 that occurs?  
06 A. No.  
07 Q. Who would know to the best of your  
08 knowledge?  
09 A. The best of my knowledge. that would  
10 be Mr. Pate.  
11 Q. Is there anything in the customer  
12 code that indicates to BellSouth where the  
13 former BellSouth customer went as far as  
14 carrier, a new carrier?  
15 A. No.  
16 Q. Is there anything in the customer  
17 code that establishes or indicates what  
18 services that customer is receiving from its  
19 new carrier?

20 A. No.  
21 (Begin confidential.)  
22 Q. Let's talk about Exhibit 7 that  
23 Mr. Cruz-Bustillo had you look at, and

0156  
01 specifically the paragraph entitled weekly  
02 lead generating procedures for Sunrise. This  
03 is confidential by the way. Do you remember  
04 that?

05 A. Yes.  
06 MR. CRUZ-BUSTILLO: What exhibit is  
07 that, what number?

08 MR. MEZA: Seven.  
09 MR. CRUZ-BUSTILLO: Okay.  
10 Q. (By Mr. Meza) Now, I believe this --  
11 do you know when this document was dated?  
12 It's DAN-8. It's from DAN-8.

13 A. I'm not sure that exact date.  
14 MR. MEZA: Can I have DAN-8,  
15 Mr. Nilson? Do you have DAN-8?  
16 MR. CRUZ-BUSTILLO: I don't think he  
17 does but I'll stipulate DAN-8 is the 2000  
18 version, subject to check for you to verify,  
19 but I'm sure it's 2000.

20 MR. MEZA: Okay. That's fair.  
21 Q. (By Mr. Meza) Is there any portion  
22 of this paragraph that relates to local  
23 service reacquisition efforts?

0157  
01 A. Not directly, no.  
02 Q. And in 2000, the year 2000,  
03 BellSouth was not engaged in local service  
04 reacquisition efforts through Sunrise; is that  
05 correct?

06 A. That's correct.  
07 Q. Now, do you see a reference to CAR  
08 and CARE in that paragraph?

09 A. Yes.  
10 Q. Does BellSouth use CAR information  
11 in Florida?

12 A. No, it's never been available in  
13 Florida.  
14 Q. All right. And does BellSouth use  
15 CARE information in relation to local service  
16 reacquisition efforts?

17 A. No.  
18 Q. What does BellSouth use CARE for?  
19 A. CARE is for local toll winback.  
20 Q. Thank you. Do you remember  
21 Mr. Cruz-Bustillo talking to you about what is  
22 the criteria for filtering disconnect reason  
23 codes. and I believe you stated it was --

0158  
01 excuse me, let me strike that and  
02 recharacterize the question. Mr. Cruz-  
03 Bustillo asked you what criteria or what  
04 information is excluded, is filtered, and you  
05 said disconnect reason codes.

06 MR. CRUZ-BUSTILLO: Objection to  
07 form.

08 Q. And then he asked you was there  
09 anything else that you know that is stripped.  
10 Do you remember that?

11 A. Yes.  
12 Q. Okay. Is the OCN ever part of  
13 sunrise, and do you know what I mean by OCN?  
14 A. No, I don't.  
15 Q. Okay. What about the order type,  
16 does the order type ever get in from SOCS into  
17 the Harmonize database?  
18 A. The order type?  
19 Q. Yes.  
20 A. From SOCS to the Harmonize database,  
21 yes, it does.  
22 Q. Is that information stripped before  
23 it gets to the permanent table?

□0159

01 A. Yes.  
02 Q. The services that the customer is  
03 receiving from the CLEC, does that ever enter  
04 into the Harmonize database from SOCS whether  
05 it's UNE-P or RESA?  
06 A. The services that the CLEC has?  
07 Q. Yes.  
08 A. Make it into SOCS?  
09 Q. Yes.  
10 A. I don't know.  
11 Q. Is that information ever part of the  
12 sunrise tables --  
13 A. No.  
14 Q. -- permanent or temporary?  
15 A. No.  
16 Q. Mr. Cruz-Bustillo was asking you a  
17 series of questions relating to the JL code.  
18 Do you remember that?  
19 A. Yes.  
20 Q. And I think your testimony was that  
21 prior to August of 2001 the JL code was on the  
22 permanent table; is that correct?  
23 A. Yes.

□0160

01 Q. Okay. Since August of 2001, are any  
02 codes on the permanent table disconnect reason  
03 codes in a permanent table in sunrise?  
04 MR. CRUZ-BUSTILLO: Objection to  
05 form.  
06 A. Are any now on it?  
07 Q. Yeah, since August of 2001.  
08 A. No -- no competitive disconnect  
09 codes.  
10 Q. Okay.  
11 A. Disconnect reason codes.  
12 Q. Mr. Cruz-Bustillo asked you a series  
13 of questions relating to whether or not you  
14 knew Mr. Wolfe, that all information in the  
15 sunrise byproduct essentially came from CLEC  
16 submitted LSR. Do you remember that?  
17 A. Yes.  
18 Q. Do you know for a fact whether every  
19 single lead in the sunrise byproduct or end  
20 product resulted from a CLEC initiated  
21 disconnect or a CLEC initiated LSR?  
22 MR. CRUZ-BUSTILLO: Objection to  
23 form. Are you talking about the information

□0161

01 that ends up in the permanent sunrise table?

02 MR. MEZA: Yes.  
03 MR. CRUZ-BUSTILLO: Okay.  
04 A. Okay. Say that again. I'm sorry.  
05 Q. Do you know for a fact that every  
06 single lead --  
07 MR. CRUZ-BUSTILLO: Objection to  
08 form. What do you mean by fact?  
09 Q. Do you know for a fact -- do you  
10 know for a fact that every single lead that  
11 comes out of Sunrise is the result of a CLEC  
12 initiated LSR?  
13 A. That is not true.  
14 Q. Okay. Well, I guess that's the  
15 answer to my question but let me try it again.  
16 Do you know for a fact that every single lead  
17 that results from Sunrise came from a CLEC  
18 LSR?  
19 A. I know that not every lead came from  
20 a CLEC LSR.  
21 Q. And how do you know that?  
22 A. Because the list of codes that I've  
23 been given to exclude or eliminate order

0162

01 information is just a partial list of all the  
02 disconnect reason codes.  
03 Q. Now, do you remember Mr. Cruz-  
04 Bustillo talking to you about how many fields  
05 are in the permanent table?  
06 A. Yes.  
07 Q. And you agreed with him that there  
08 were more than five fields on the permanent  
09 table. Do you remember that?  
10 A. Yes.  
11 Q. How many of those fields that are in  
12 the permanent table are populated with  
13 information from a disconnect order?  
14 A. In this process, five.  
15 Q. Okay. And which five fields are  
16 populated in the permanent table from a  
17 disconnect order?  
18 A. In this process it's NPA, NXX, line,  
19 customer code, and the date -- the order date.  
20 Q. And that's the exact same  
21 information that you listed in your testimony;  
22 is that correct?  
23 A. Yes.

0163

01 Q. Now, what information populates the  
02 remaining fields in the permanent table?  
03 A. It's the information in the SIW, the  
04 former customer information -- the former  
05 customer's information when he was last a  
06 BellSouth customer.  
07 Q. So that's the CRIS records?  
08 A. They're from CRIS, yes.  
09 Q. And it's BellSouth's records of that  
10 customer when he was a BellSouth customer?  
11 A. Yes.  
12 Q. Let's talk about CARE and LPIC and  
13 Mr. Cruz-Bustillo's questions to you relating  
14 to what information BellSouth gets. It would  
15 probably be better to use his own  
16 hypotheticals. If BellSouth is not the local



17 exchange carrier, the acquiring toll provider,  
18 or the losing toll provider, does BellSouth  
19 marketing, and in particular MKIS, get any  
20 carrier information relating to that  
21 transaction?

22 A. No.

23 Q. In that same situation, when

00164

01 BellSouth is not part of the equation and it's  
02 a Supra customer switching from AT&T to MCI  
03 long distance, does Interconnection Services  
04 provide any information to BellSouth from CARE  
05 relating to that transaction? I mean -- let  
06 me rephrase.

07 MR. CRUZ-BUSTILLO: Objection to  
08 form.

09 Q. Any information from Interconnection  
10 Services to marketing relating to that  
11 transaction.

12 MR. CRUZ-BUSTILLO: Objection to  
13 form.

14 A. No.

15 Q. Do we care -- does BellSouth care if  
16 a Supra customer changes their toll provider?

17 A. No.

18 Q. Now, Mr. Cruz-Bustillo asked you a  
19 series of questions relating to whether or not  
20 you wrote certain testimony or meant what you  
21 said relating to -- mine is a specific  
22 reference -- page 18, lines two to four  
23 relating to why BellSouth does not need to buy

00165

01 or request CARE records relating to Supra's  
02 access lines. Can you explain why BellSouth  
03 does not need that information?

04 A. BellSouth doesn't need it because  
05 one case -- we're not involved in the  
06 transaction with Supra so we don't need to do  
07 it there. We don't need it because BellSouth  
08 subscribes to this information just like any  
09 other carrier so there's no reason to buy it.  
10 We subscribe and it's --

11 Q. And again, let's -- let's make it  
12 clear that if BellSouth is not part of one of  
13 those three entities involved in the  
14 transaction, does marketing get any CARE  
15 records?

16 A. No.

17 (Begin confidential.)

18 Q. Let's talk about Exhibit 12 and it's  
19 the 1996 chart I guess, flow-through chart,  
20 relating to CARE that Mr. Cruz-Bustillo went  
21 through. This is confidential again. Do you  
22 know if MKIS has ever provided directly or  
23 indirectly any information relating LPIC to

00166

01 RNS?

02 A. I don't know that BellSouth has ever  
03 done that, a part of Sunrise or anything else.

04 Q. As far as your being associated with  
05 Sunrise, has there ever been a direct or  
06 indirect provision of information from MKIS to  
07 RNS?

08 A. Not that I'm aware of, no.  
09 Q. Okay. Now, Mr. Cruz-Bustillo was  
10 referring to the GIMI or GIMI, I don't know  
11 what you call it, program I guess.  
12 A. System.  
13 Q. System. Do you know if GIMI was  
14 ever implemented by BellSouth?  
15 A. There was a system named GIMI.  
16 Q. Okay. Do you know if GIMI was ever  
17 associated or hooked up to Sunrise?  
18 A. I'm not aware that it ever was.  
19 Q. Okay. Do you know if GIMI is still  
20 in existence today?  
21 A. I don't know.  
22 MR. MEZA: No further questions.  
23 MR. CRUZ-BUSTILLO: I have no

00167

01 redirect for the record.  
02 MS. DODSON: Staff has a few  
03 questions.  
04  
05 EXAMINATION BY MS. DODSON:  
06 Q. In response to interrogatory number  
07 one of Supra's first set of interrogatories,  
08 you stated that there is no specific  
09 disconnect reason code that identifies when a  
10 retail customer is changing local service  
11 providers. Can you tell me how many  
12 disconnect reason codes BellSouth has?  
13 MR. MEZA: She's asking you a  
14 question.  
15 A. I don't know for sure. It's 40 or  
16 so but I don't have the whole list in front of  
17 me.  
18 Q. Is that list publicly available?  
19 A. I think so.  
20 Q. Do you know where it would be  
21 available?  
22 A. Yes.  
23 Q. Can you tell us where that would be?

00168

01 A. The list that I have seen is in  
02 BellSouth intranet application, I guess you'd  
03 call, called Orbit.  
04 Q. Okay. Can you make that list  
05 available to us?  
06 MR. MEZA: Sure.  
07 A. Sure.  
08 MR. CRUZ-BUSTILLO: Will you provide  
09 it to me too?  
10 MR. MEZA: Sure.  
11 Q. (By Ms. Dodson) And that list  
12 contains a description of all the disconnect  
13 reason codes?  
14 MR. MEZA: I will tell you that the  
15 list does not describe all the disconnect  
16 reason codes. I don't know if there is a  
17 document that describes all of the disconnect  
18 reason codes but we will give you what we  
19 currently have.  
20 MS. DODSON: Okay.  
21 Q. (By Ms. Dodson) Can you identify all  
22 of the reason codes which direct the account

23 into the final permanent Sunrise database?

0169

01 A. Can I identify all the disconnect  
02 reason codes that -- I'm sorry, ask it again.  
03 I should let you -- please ask again.

04 Q. Okay. Can you identify the reason  
05 codes that direct the accounts to go into the  
06 final permanent Sunrise database?

07 MR. MEZA: Linda, when you mean  
08 account, can you be a little more specific?

09 MS. DODSON: Records.

10 A. You're asking me if I can identify.  
11 Are you talking about while the process is  
12 happening or now as I sit here talking to you?

13 Q. Which codes are used that direct  
14 certain records to go into the final permanent  
15 Sunrise database?

16 A. The process is that I've been given  
17 a list of records -- of disconnect reason  
18 codes to eliminate and so I use those codes --  
19 I eliminate those codes, and then whatever is  
20 left would be records that once I strip off  
21 the disconnect reason code so I don't know  
22 what they are are loaded to the permanent  
23 table.

0170

01 Q. Yes, okay.

02 A. Did I answer your question?

03 Q. Yes.

04 MS. DODSON: Can we get a list of  
05 the ones that are stripped off?

06 MR. MEZA: Yes.

07 THE WITNESS: Yes.

08 Q. (By Ms. Dodson) On page 12 of your  
09 rebuttal testimony --

10 MR. CRUZ-BUSTILLO: Linda, what  
11 page?

12 Q. Oh, on page 12 that's the flow chart  
13 of your rebuttal testimony.

14 A. Yes.

15 Q. The flow chart depicting information  
16 flow from SOCS through the third-party  
17 vendors. Can you please state whether the  
18 Sunrise database which is located in the  
19 strategic information warehouse and being  
20 transmitted to the third-party vendors has any  
21 direct or indirect link into CRIS or LIN?

22 A. It does not have a link to either of  
23 those places.

0171

01 Q. You stated earlier that when  
02 BellSouth wins a customer back, BellSouth uses  
03 a D on disconnect orders and an A on -- I'm  
04 sorry, and an N on new orders. Why doesn't  
05 BellSouth just use a C for a change order?

06 A. To my understanding, the single C  
07 order is available only for the inter-  
08 connection, the BellSouth OSS or LCSC. It's  
09 not available to anyone else.

10 Q. So it's only available for CLECS  
11 then; is that correct?

12 A. That single C order is to my  
13 knowledge used only by the BellSouth OSS

14 and/or LCSC in processing CLEC disconnect  
15 orders.

16 MR. MEZA: Linda, this is Jim. I  
17 don't mean to supplement the testimony but I  
18 believe Mr. Wolfe's knowledge doesn't allow  
19 him to answer your question. I will -- I  
20 will -- you can address it to Mr. Pate if you  
21 like or I have can have him file a late filed  
22 statement or something or you could ask him at  
23 the hearing.

□0172

01 MR. CRUZ-BUSTILLO: I actually think  
02 that -- just to jump in, I think he already  
03 addresses it in his rebuttal testimony on  
04 pages 33 and 34, so you don't have to really  
05 supplement, because I'd object because I'd  
06 want to be able to respond.

07 MR. MEZA: Right, I understand.

08 MR. CRUZ-BUSTILLO: But I think it's  
09 on pages 33 and 34 of his rebuttal testimony.

10 MS. DODSON: Okay. If we have any  
11 additional questions, we'll ask them at  
12 hearing.

13 MR. MEZA: Okay.

14 MS. DODSON: And that concludes the  
15 questions that we have.

16 MR. MEZA: And I will get you the  
17 information you requested by Tuesday, is that  
18 okay, at the latest?

19 MR. CRUZ-BUSTILLO: Okay.

20 MS. DODSON: Thank you. I have a  
21 question now.

22 (Whereupon, a discussion was held  
23 off the record.)

□0173

01  
02 (Whereupon, the deposition was  
03 concluded at 1:25 p.m.)  
04

05 FURTHER DEPONENT SAITH NOT  
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08-22-03 wolfe

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01 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
02 DOCKET NO.: 0303049-TP  
03 FILED AUGUST 19, 2003

04  
05 IN RE: COMPLAINT BY  
06 SUPRA TELECOMMUNICATIONS  
07 AND INFORMATION SYSTEMS,  
08 INC., REGARDING BELLSOUTH'S  
09 ALLEGED USE OF CARRIER  
10 TO CARRIER INFORMATION

11  
12 DEPOSITION TESTIMONY OF:  
13 EDWARD WOLFE  
14 August 22, 2003  
15 8:15 a.m.

16  
17 STIPULATION  
18 IT IS STIPULATED AND AGREED by and  
19 between the parties through their respective  
20 counsel that the deposition of EDWARD WOLFE  
21 may be taken before SHERI G. CONNELLY,  
22 Commissioner, at The Tutwiler, A Wyndham Grand  
23 Heritage Hotel, 2021 Park Place North,

□0002

01 Birmingham, Alabama 35203, on the 22nd day of  
02 August, 2003.

03 IT IS FURTHER STIPULATED AND AGREED  
04 that the signature to and the reading of the  
05 deposition by the witness is waived, the  
06 deposition to have the same force and effect  
07 as if full compliance had been had with all  
08 laws and rules of proceedings relating to the  
09 taking of depositions.

10 IT IS FURTHER STIPULATED AND AGREED  
11 that it shall not be necessary for any  
12 objections to be made by counsel to any  
13 questions, except as to form or leading  
14 questions, and that counsel for the parties  
15 may make objections and assign grounds at the  
16 time of the hearing, or at the time said  
17 deposition is offered in evidence, or prior  
18 thereto.

19 IT IS FURTHER STIPULATED AND AGREED  
20 that the notice of filing of the deposition by  
21 the Commissioner is waived.

22  
23

□0003

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00004

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00005

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ALSO PRESENT:

David A. Nilson

\*\*\*\*\*

I, SHERI G. CONNELLY, a Court

00006

01 Reporter of Birmingham, Alabama, acting as  
02 Commissioner, certify that on this date, as  
03 provided by the applicable rules of procedure  
04 and the foregoing stipulation of counsel,

05 there came before me at The Tutwiler, A  
06 Wyndham Grand Heritage Hotel, 2021 Park Place  
07 North, Birmingham, Alabama 35203, beginning at  
08 8:15 a.m., EDWARD WOLFE, witness in the above  
09 cause, for oral examination, whereupon the  
10 following proceedings were had:

11  
12 MR. CRUZ-BUSTILLO: Good morning,  
13 everybody.

14 MS. DODSON: Good morning.  
15 MR. CRUZ-BUSTILLO: Here we have  
16 myself on behalf of Supra and Dave Nilson and  
17 on behalf of BellSouth.

18 MR. MEZA: Jim Meza, Ed wolfe, the  
19 deponent, and sitting in with me is my outside  
20 counsel, Matt Brown.

21 MS. DODSON: And here we have Linda  
22 Dodson.

23 MR. CASEY: Bob Casey.

00007

01 MR. HALLENSTEIN: Jerry Hallenstein.

02 MS. GILCHRIST: Jackie Gilchrist.

03 MR. ILERI: Levent Ileri.

04 MR. MEZA: Levent, can you say your  
05 name again?

06 MR. ILERI: Levent, L-E-V-E-N-T, and  
07 the last is Ileri, I-L-E-R-I.

08 MR. MEZA: Thank you. Usual  
09 stipulations?

10 MR. CRUZ-BUSTILLO: Yeah, do you  
11 want to go ahead and tell everybody what that  
12 is.

13 MR. MEZA: I think we've done it now  
14 for four times so if they don't know what it  
15 is, we're in trouble.

16

17 EDWARD WOLFE,  
18 being first duly sworn, was  
19 examined and testified as follows:

20

21 EXAMINATION BY MR. CRUZ-BUSTILLO:

22 Q. Could you please state your name for  
23 the record and spell your last name?

00008

01 A. Edward wolfe, W-O-L-F-E.

02 Q. And Mr. wolfe, where are you  
03 currently employed?

04 A. I'm employed at BellSouth  
05 Technologies Group, Birmingham, Alabama.

06 Q. In what capacity are you employed?

07 A. I'm the MKIS marketing operations  
08 manager for -- let me read it from my --  
09 marketing operations manager in MKIS delivery  
10 organization.

11 Q. And how long have you been in this  
12 position?

13 A. Been in this position for  
14 approximately seven years.

15 Q. When Michelle Summers was director  
16 of MKIS, were you above her or below her in  
17 the chain of command?

18 A. Below.

19 Q. Okay. Would you consider yourself

20 in the same capacity as she was now in MKIS?

21 A. Help me understand what you mean by  
22 that.

23 Q. Are you the senior individual within

0009

01 your MKIS group?

02 A. No.

03 Q. Okay. And who is that?

04 A. Are you asking for my supervisor?

05 Q. Yes.

06 A. David Fitts.

07 Q. And who is the senior individual

08 before the MKIS group?

09 A. The senior director is Joe Borosh,  
10 B-O-R-O-S-H.

11 Q. Could you tell me what your duties  
12 are in your present position?

13 A. I manage the group that oversees  
14 generation of most of the marketing lead lists  
15 for the consumer or residential business unit.

16 Q. Did you say consumer or residential  
17 what?

18 A. Business unit.

19 Q. Does that mean that you generate  
20 leads for both residential and business?

21 A. No, residential only.

22 Q. Any particular reason why the title  
23 is consumer residential and business unit?

0010

01 A. That's terminology that we've used  
02 at BellSouth for some time.

03 Q. Could you refer to page two of your  
04 testimony lines -- I'm sorry, it's actually  
05 page three -- no, it's page four, excuse me,  
06 page four, lines 19 and 20. Could you read me  
07 the first sentence on lines 19 and 20?

08 A. "When an end user's local service is  
09 disconnected from BellSouth for any reason, a  
10 disconnect or change order is generated."

11 Q. Can you tell me which order is  
12 generated when the order originates from a  
13 CLEC LSR?

14 A. What do you mean by which order?

15 Q. Well, are you aware that CLEC LSRs  
16 for conversions create a change order and not  
17 a disconnect order?

18 MR. MEZA: Object to the form.

19 A. What I know is that if a customer  
20 disconnects from BellSouth for any reason,  
21 then a disconnect order is generated or a  
22 change order is generated.

23 Q. Okay. I'm going to ask you to read

0011

01 two sentences from Mr. Pate's rebuttal  
02 testimony, page 33, lines 14 through 18,  
03 starting with the word before.

04 MR. MEZA: You're asking him to read  
05 testimony provided by another witness?

06 MR. CRUZ-BUSTILLO: That's correct.

07 MR. MEZA: And you're going to ask  
08 him questions about what another witness said?

09 MR. CRUZ-BUSTILLO: I'm going to ask  
10 him to read it first.



11 A. Lines 14 to 18?  
12 Q. Uh-huh, beginning with the word  
13 before.  
14 A. "Before BellSouth implemented single  
15 C for UNE-P, two orders, new and disconnect  
16 orders, also known as N and D orders, were  
17 required to execute the local service request.  
18 The benefit of single C is that it eliminates  
19 the need for two internal BellSouth orders and  
20 associated coordination."

21 Q. Given that statement by Mr. Pate,  
22 wouldn't you agree that with respect to your  
23 testimony on page four, lines 19 and 20, that

0012  
01 when you refer to a change order, that is an  
02 order that has its originations from a CLEC  
03 LSR?

04 MR. BROWN: Object to the form to  
05 the extent you're asking him to opine about  
06 Mr. Pate -- what Mr. Pate said.

07 MR. CRUZ-BUSTILLO: Go ahead and  
08 answer the question.

09 A. Repeat the question, please.

10 Q. Given the statement that you just  
11 read, wouldn't you agree that when you look at  
12 your testimony on page four, lines 19 and 20,  
13 that when you refer to a change order, you are  
14 referring to an order that originates from a  
15 CLEC LSR?

16 MR. MEZA: Same objection.

17 A. I know that a C order is a change  
18 order, and so this disconnect or change order,  
19 that's what it is, a disconnect or a change  
20 order.

21 Q. Okay.

22 A. Did I answer your question?

23 Q. No; no.

0013

01 A. Okay.

02 Q. Let me try again, okay. On page  
03 four, lines 19 through 20, your testimony that  
04 you prepared says that "when an end user's  
05 local service is disconnected from BellSouth  
06 for any reason, a disconnect" order, I'm  
07 adding the word order, or "change order is  
08 generated." My question is that when you  
09 refer to a change order, are you referring to  
10 an order that has its origins from a CLEC LSR?

11 A. I'm referring to a single C order as  
12 a change order.

13 Q. And single C orders are used to  
14 process CLEC LSRs; is that correct?

15 A. I don't know about that.

16 Q. Okay. Did you prepare your  
17 testimony?

18 A. Yes.

19 Q. Did you write the sentence on page  
20 four, lines 19 through 20?

21 A. Yes.

22 Q. Were you aware at the time that you  
23 wrote your testimony that a change order is an

0014

01 order that originates from a CLEC LSR?

02 MR. BROWN: Object to the form.

03 A. I was aware that there was such a  
04 thing as an LSR. I don't know exactly what it  
05 is.

06 Q. Okay. Let me ask a different  
07 question. Are you aware that a change order  
08 has its origins from a CLEC service order?

09 A. Are you referring to the single C  
10 order change order?

11 Q. That's correct.

12 A. What I know is it has its origins in  
13 the LCSC or the BellSouth operational support  
14 systems, the OSS, and I know that CLECs, one  
15 way -- one way that they initiate this process  
16 is by local service request, LSRs. That's  
17 what I know.

18 Q. Are you aware that retail --  
19 BellSouth retail customer service  
20 representatives when they process a winback  
21 create an N order and a D order?

22 A. Bringing a customer -- a D order to  
23 disconnect a customer from someone else and a  
0015

01 N order to bring them back to BellSouth, is  
02 that your question?

03 Q. No. My question is when a retail  
04 customer service rep creates a service order  
05 through RNS, that that order automatically  
06 creates a D and an N to bring that customer  
07 back. were you aware of that?

08 A. I know -- to bring that customer  
09 back to BellSouth?

10 Q. To process the order, yes, were you  
11 aware of that?

12 A. The customer service rep will do a D  
13 order to disconnect and an N order to bring  
14 that customer back, yes.

15 Q. Are you aware that the retail  
16 service rep service order will not generate a  
17 single C?

18 A. Yes.

19 Q. Thank you. Let's turn to page five  
20 of your testimony, lines four through six.  
21 Can you read lines four through six into the  
22 record ending with the word manually?

23 A. "For an LSR sent by a CLEC, a  
0016  
01 disconnect or change order and the appropriate  
02 disconnect reason code are generated  
03 electronically by BellSouth's OSS or generated  
04 by the LCSC if the CLEC has sent the LSR  
05 manually."

06 Q. My question is that when you refer  
07 to it's electronically generated by OSS, is  
08 that LESOG?

09 A. I don't know.

10 Q. Would Mr. Pate be the person that  
11 would have the most knowledge on that issue?

12 A. Yes.

13 Q. How about the code that's  
14 electronically generated at the LCSC, is that  
15 the JL code?

16 A. No.

17 Q. well, what code does the LCSC --  
18 what disconnect reason code does the LCSC  
19 generate if the LSR is submitted manually?  
20 A. I know of two that could possibly  
21 come from the LCSC.  
22 Q. Can you tell me what they are?  
23 A. One is BR, BellSouth to resale; one

00017

01 is BC, BellSouth to facility base.  
02 Q. You're saying those are generated by  
03 who, the LCSC?  
04 A. I know those are generated by the  
05 LCSC or someone in operation support systems.  
06 Q. would BC include UNE-P?  
07 MR. BROWN: Object to the form.  
08 There's no such thing as BC.  
09 MR. CRUZ-BUSTILLO: Oh, I'm sorry.  
10 I thought he said BR and BC. Let's read back  
11 what he said, please.  
12 THE WITNESS: I said BC. I said BC.  
13 It is BC.  
14 MR. CRUZ-BUSTILLO: He did say BC.  
15 Thank you.  
16 Q. (By Mr. Cruz-Bustillo) And does BC  
17 include UNE-P?  
18 A. I don't know.  
19 Q. What is the purpose of generating  
20 disconnect reason codes?  
21 A. My understanding is that it tells  
22 why the disconnection occurred.  
23 Q. okay. Could -- is disconnect reason

00018

01 code and transaction code used  
02 interchangeably?  
03 A. No.  
04 (Begin confidential.)  
05 Q. Let me show you an exhibit and how  
06 we're going to do this now is when I show the  
07 exhibit, this part of the record and the  
08 questions will be considered confidential.  
09 MR. MEZA: And the exhibit will be  
10 sealed.  
11 MR. CRUZ-BUSTILLO: And the exhibit  
12 will be sealed.  
13 Q. (By Mr. Cruz-Bustillo) I'm going to  
14 show you what's been marked as exhibit DAN-7,  
15 and it's Bates stamped 000760, and I'm going  
16 to ask you to read this middle paragraph here,  
17 okay, but let me show it to your counsel  
18 first.  
19 MR. MEZA: I want to object to this  
20 document on the grounds that it's one page out  
21 of apparently many in the exhibit, and note  
22 for the record it's dated January 10, 1996.  
23 He wants you to read this paragraph reading

00019

01 operational method?  
02 MR. CRUZ-BUSTILLO: No, it's the one  
03 right after that. And before you read it, let  
04 me just say that it's that big one, I hope you  
05 didn't want me to bring the big one.  
06 MR. MEZA: I just want to lodge  
07 my --

08 MR. CRUZ-BUSTILLO: And you can  
09 bring it into context at the hearing and say,  
10 look at all these 8,000 pages, you need to  
11 look at that page, okay.

12 Q. (By Mr. Cruz-Bustillo) Please read  
13 the middle paragraph.

14 A. "A separate nightly extract from the  
15 SOCS table is loaded into the SIW by Project  
16 Harmonize. This SIW table is screened for  
17 local service switchers via transaction codes  
18 and local switchers are loaded into the  
19 Sunrise Database."

20 Q. Okay. Will you hand that back here?

21 MR. MEZA: Are you marking that as  
22 Exhibit 1?

23 MR. CRUZ-BUSTILLO: Okay. We're  
0020  
01 marking it as Exhibit 1, please.

02  
03 (Whereupon, Plaintiff's Exhibit 1  
04 was marked for identification and a  
05 copy of same is attached hereto.)  
06

07 Q. (By Mr. Cruz-Bustillo) I want you to  
08 now -- I want you to read this middle  
09 paragraph here, and this document is Bates  
10 stamped 000761, which actually follows the  
11 page that Mr. Wolfe just read but let me show  
12 it to your counsel first.

13 MR. MEZA: What paragraph do you  
14 want him to read?

15 MR. CRUZ-BUSTILLO: The middle one,  
16 the one with the BF.

17 MR. MEZA: I'm asserting the same  
18 objections as I raised for Exhibit 1.

19 A. The one with the SOCS?

20 Q. Yeah.

21 A. "The SOCS information stored in the  
22 SIW by Project Harmonize is screened for  
23 transactions 'BR' (Switched to Reseller) and

0021  
01 'BF' (Switched to Facility Provider).  
02 Transaction 'SE' (Switched in Error) are not  
03 captured, since it would be BST's error."

04 Q. That document uses the word  
05 transaction. Would it be fair to say that, BF  
06 and I can't see it from here, BR, are  
07 transaction codes?

08 A. I have never heard of it referred to  
09 in that manner.

10 Q. But the manual refers it to that  
11 manner; is that correct?

12 MR. MEZA: Object to the form.

13 A. This document refers to it in that  
14 manner, yes.  
15

16 (Whereupon, Plaintiff's Exhibit 2  
17 was marked for identification and a  
18 copy of same is attached hereto.)  
19

20 Q. Thank you very much. Now I'm going  
21 to show you a third document Bates stamped  
22 from that same large exhibit, 000775, and ask

23 you to read paragraph two at the bottom up

00022

01 through the word SE. You don't really have to  
02 read the last sentence.

03 MR. MEZA: Counselor, you're marking  
04 this as Exhibit 3?

05 MR. CRUZ-BUSTILLO: Yes, sir.

06 MR. MEZA: Same objections as to  
07 Exhibits 1 and 2 and also note for the record  
08 it's dated January 10, 1996.

09 THE WITNESS: Okay. I'm sorry,  
10 which?

11 MR. MEZA: He wants you to read all  
12 of paragraph two except for the last sentence.

13 A. "This is a detail report, similar to  
14 the Weekly IntraLATA Switchers Report (above),  
15 produced every Tuesday to identify the local  
16 switchers of the given week. Local switchers  
17 are customers who have chosen a local carrier  
18 other than BellSouth. They would be  
19 identified in the SOCS system's vcust.svcord  
20 file with a Disconnect\_Reason of 'BR,' 'BC,'  
21 or 'SE.'"

22 Q. BR stands for what?

23 A. To my knowledge --

00023

01 MR. MEZA: As of 1996 when this  
02 document was created?

03 MR. CRUZ-BUSTILLO: No, just what  
04 does BR stand for.

05 MR. MEZA: Well, then you're not  
06 referring to the document?

07 MR. CRUZ-BUSTILLO: I may in my next  
08 question. Right now I'm asking him what does  
09 BR stand for.

10 MR. MEZA: As of today -- is your  
11 question as of today?

12 Q. (By Mr. Cruz-Bustillo) No, my  
13 question is, what does BR stand for?

14 MR. MEZA: Object to the form of the  
15 question and the scope of the question.

16 MR. CRUZ-BUSTILLO: Okay.

17 A. To me BR means BellSouth to  
18 reseller.

19 Q. Okay. In that document what does BR  
20 stand for?

21 A. I don't know for sure.

22 Q. Okay. The BR is referred to -- let  
23 me take a look at that document for a second.

00024

01 Okay. The phrase right before BR -- how is BR  
02 characterized in that paragraph, as a what?

03 A. Disconnect reason code.

04

05 (Whereupon, Plaintiff's Exhibit 3  
06 was marked for identification and a  
07 copy of same is attached hereto.)

08

09 Q. Okay. Could I have that document  
10 back? Let me show you what's been marked as  
11 Plaintiff's Exhibit 2. Can you show me how  
12 the BR is characterized in that paragraph?

13 A. In this middle paragraph?

14 Q. Yes.  
15 A. BR is switch to reseller.  
16 Q. How is it identified? How is it  
17 characterized in that paragraph?  
18 A. Transaction.  
19 Q. Okay. Thank you. I'm going to show  
20 you another exhibit. This is --  
21 MR. CRUZ-BUSTILLO: By the way, I  
22 guess we're still under confidentiality.  
23 MR. MEZA: Yes, I would agree with

0025

01 that.  
02 Q. (By Mr. Cruz-Bustillo) This is page  
03 nine of -- and I'll give you the whole  
04 handbook. Do you want the whole handbook?  
05 MR. MEZA: Just tell me what it's  
06 from.  
07 MR. CRUZ-BUSTILLO: It's the single  
08 C processing for noncomplex conversion orders,  
09 and I was just going to pull out page nine.  
10 MR. MEZA: Why don't we give -- I  
11 don't know, because of his -- I don't want to  
12 have a speaking objection but because of his  
13 area of expertise, why don't we give him the  
14 whole document --  
15 MR. CRUZ-BUSTILLO: Sure.  
16 MR. MEZA: -- because I don't think  
17 it's something that he's normally familiar  
18 with.  
19 Q. (By Mr. Cruz-Bustillo) I'm going to  
20 want you to look at page nine and please  
21 ignore my yellow stickies and my handwritten  
22 notes on it.  
23 MR. MEZA: This will be Exhibit 4,

0026

01 Counselor?  
02 MR. CRUZ-BUSTILLO: Right, but I'm  
03 only going to tag --  
04 MR. MEZA: Page nine.  
05 MR. CRUZ-BUSTILLO: Yeah, right.  
06 This is off the record.  
07  
08 (Whereupon, a discussion was held  
09 off the record.)  
10

11 MR. MEZA: I'm going to object  
12 because it does not look like it is a complete  
13 document. There's pages missing. I know that  
14 you're not going to ask him about any other  
15 pages other than on page nine.  
16 MR. CRUZ-BUSTILLO: Only on page  
17 nine.  
18 MR. MEZA: But I just want the  
19 record to reflect that it's still not a  
20 complete document. And Mr. Wolfe, I want you  
21 to -- if you need to, just read everything and  
22 then read page nine.  
23 THE WITNESS: Okay.

0027

01 MR. MEZA: Is there any particular  
02 part of page nine you want him to review or  
03 just the whole thing?  
04 MR. CRUZ-BUSTILLO: No, it's the

05 bottom part. I'm going to want him to look at  
06 some DCRs.

07 MR. MEZA: Okay.

08 Q. (By Mr. Cruz-Bustillo) Are you  
09 looking at page nine right now?

10 A. I am.

11 Q. On the left-hand corner at the  
12 bottom, can you tell me the acronym in that  
13 first box or second to the bottom?

14 A. DCR.

15 Q. And what does DCR stand for in your  
16 understanding?

17 A. In my understanding, it's disconnect  
18 reason code.

19 Q. Could you tell me the three  
20 disconnect reason codes that appear to the  
21 right of that acronym?

22 A. BR, BellSouth to reseller; RT,  
23 reseller to reseller; SE, switched in error.

0028

01 MR. CRUZ-BUSTILLO: Thank you. I'd  
02 like to have that marked as Exhibit 4, page  
03 nine.

04  
05 (Whereupon, Plaintiff's Exhibit 4  
06 was marked for identification and a  
07 copy of same is attached hereto.)

08  
09 Q. (By Mr. Cruz-Bustillo) Aside from a  
10 disconnect reason code being electronically  
11 generated or the LCSC manually inputting a  
12 disconnect reason code, is there any other  
13 forum that Operation Sunrise tags a customer  
14 account with a disconnect reason code?

15 MR. MEZA: Object to the form.

16 A. I don't understand your question.  
17 Ask it again, please.

18 Q. Is there any other way to your  
19 knowledge that Operation Sunrise, not just a  
20 single database, Harmonize database or the  
21 feed, Operation Sunrise tags -- and I'm using  
22 that word specifically for a reason -- tags an  
23 order with a disconnect reason code?

0029

01 MR. MEZA: Object to the form.

02 A. Okay. And do you mean by tags as  
03 identifies?

04 Q. Yes.

05 A. Is there any other way that  
06 Operation Sunrise identifies -- tags an  
07 order -- identifies. I know that -- again  
08 that OSS, the LCSC, they put those disconnect  
09 reason codes on an order and then the  
10 retail -- BellSouth retail puts disconnect  
11 reason codes on orders. I think that's the  
12 answer to your question.

13 Q. Okay. Do you know what the code is  
14 that the retail sign places on a disconnect  
15 order?

16 A. And by that do you mean a  
17 competitive disconnect order?

18 Q. Well, let's answer both questions.  
19 Let's do a disconnect order and a competitive

20 disconnect order.  
21 A. There's a large list of disconnect  
22 reason codes, and so the BellSouth retail  
23 office could use a number of different codes.

00030

01 Q. All for competitive disconnects?  
02 A. No.  
03 Q. Let me show you exhibit Bates  
04 stamped 001056. Let me show it to counsel and  
05 I'm focusing on where the paper clip is  
06 pointed.

07 MR. MEZA: Are you going to mark  
08 this as an exhibit?

09 MR. CRUZ-BUSTILLO: Oh yeah, we're  
10 going to mark it as an exhibit.

11 A. Do I read it or am I just referring  
12 to it?

13 Q. You're just referring to it. Well,  
14 actually read the sentence that begins Sunrise  
15 tags.

16 A. "Sunrise tags a customer as a local  
17 service switcher when these conditions apply."

18 Q. What are those conditions?

19 A. "A completed residential disconnect  
20 (D or Single C) order and SOCS having a  
21 disconnect reason code (DCR) of JL (identifies  
22 a competitive disconnect) or CO (Competitor-  
23 this code generated in the Consumer business

00031

01 offices)."

02 Q. So is a CO code generated on the  
03 retail side?

04 A. To my knowledge, yes.

05 Q. Okay. Is JL generated on the retail  
06 side?

07 A. No.

08 Q. To your knowledge, is JL still used?

09 A. No.

10 Q. Then I don't have to ask you my next  
11 question. Thank you.

12

13 (whereupon, a discussion was held  
14 off the record.)

15

16 (whereupon, Plaintiff's Exhibit 5  
17 was marked for identification and a  
18 copy of same is attached hereto.)

19

20 Q. Mr. wolfe, when to your knowledge  
21 was -- what was the time frame which JL was  
22 used?

23 A. JL was used in the time frame 1998

00032

01 through -- I don't know when it began in  
02 '98 -- but through August 2001 -- up to August  
03 2001.

04 Q. Okay. Is CO still used?

05 A. To my knowledge, yes. Can I -- can  
06 you -- used by Sunrise, is that -- is that  
07 what you said? Is that what you meant by that  
08 question?

09 Q. Are you referring to?

10 A. Is it still used.



11 Q. Is CO?  
12 A. Still used, that was your question?  
13 Q. Is CO still a code that is  
14 generated?  
15 A. Yes.  
16 Q. Okay. Do you know how JL or where  
17 JL was generated?  
18 A. Yes.  
19 Q. Could you tell me where or when the  
20 process it would be generated?  
21 A. Okay. Where or when?  
22 Q. Yes.  
23 A. I just told you when. The process

00033

01 was generated outside of Operation Sunrise in  
02 Harmonize.  
03 Q. When you say Harmonize, do you mean  
04 the Harmonize database?  
05 A. Yes.  
06 Q. And so that I am clear, there's a  
07 Harmonize feed that goes to a first table  
08 called the Harmonize database?  
09 A. There is a feed from SOCS that goes  
10 to the Harmonize database.  
11 Q. And then we'll get back to the  
12 step-by-step process so that everybody can  
13 follow. The next step from the Harmonize  
14 database is the temporary Sunrise table and  
15 then the permanent Sunrise table; is that  
16 correct?  
17 A. After August 2001, that's correct.  
18 Q. What was it before -- there's a  
19 three-step process that I just outlined, and  
20 you're saying that's post August 2001?  
21 A. Correct.  
22 Q. Pre-August 2001, was there a  
23 straight feed from SOCS to the permanent

00034

01 sunrise table?  
02 MR. MEZA: Object to the form.  
03 A. There was -- it was not a feed.  
04 Operation Sunrise extracted the data from  
05 Harmonize through a view.  
06 Q. When you say Harmonize, are you  
07 talking about the Harmonize database?  
08 A. Yes, the Harmonize database.  
09 Q. Through a view. What's a view?  
10 A. A view is a -- it is -- it's not  
11 looking at the actual tables. It's looking at  
12 a selected set of data from a table.  
13 Q. Okay. Thank you very much. Let me  
14 confer with my assistant here. (Pause.) Let  
15 me ask you another question about the view.  
16 Is that like a query?  
17 A. Yes.  
18 Q. A permanent query?  
19 A. Yes.  
20 Q. That's run all the time?  
21 A. It's -- it's there, and anytime that  
22 that table is accessed or anytime that view is  
23 used through -- anytime a table is accessed

00035

01 through that view, it happens the same way

02 every time.

03 Q. Does Harmonize feed extract service  
04 orders from SOCS based upon their DCR?

05 A. No.

06 Q. Does the -- okay. what is the --  
07 what is the means by which orders are  
08 identified in SOCS to be fed into the  
09 Harmonize database?

10 A. There is a set of criteria by  
11 which -- that defines what the Harmonize feed  
12 will extract from SOCS into the Harmonize  
13 database.

14 Q. Give me an example of some of those  
15 criteria.

16 A. Order type.

17 Q. Can you give me an example of those  
18 order types?

19 A. N orders for new, some, not all; C  
20 orders; D orders; T orders.

21 Q. What's a T order?

22 A. A T order is a transfer order.

23 Q. Transfer, what does that mean?

00036

01 A. I can give you an example. It's  
02 where a customer might move his service -- he  
03 might move his residence from one side of town  
04 to another so it would be a from order to  
05 transfer service from one address to another  
06 for example.

07 Q. So that would most likely be an  
08 existing BellSouth retail customer?

09 A. Yes.

10 Q. The C order, when we talked about  
11 the C, did you mean to imply a single C?

12 A. C orders would include a single C.

13 Q. Okay. what else would it include?

14 A. Regular change orders for BellSouth  
15 residential retail customers.

16 Q. Those would eventually be filtered  
17 out before reaching the permanent Sunrise  
18 table; is that correct?

19 A. In the process after August, yes.

20 Q. Does the Harmonize feed take all T  
21 orders?

22 A. No.

23 Q. Which T orders does it exclude?

00037

01 A. There's some specific requirements.  
02 I don't know off the top of my head.

03 Q. Tell me, what was the basis of your  
04 knowledge for you to say no to me right now  
05 that not all T orders are pulled to the  
06 Harmonize database?

07 A. Okay. Ask that again, please.

08 Q. You just told me no, not all T  
09 orders are taken to the Harmonize database.

10 A. That's correct.

11 Q. You had to be thinking of something  
12 that prompted you to give that answer. I want  
13 to know what that something was.

14 A. There are requirements to that  
15 Harmonize feed that specify clearly which  
16 orders go from SOCS to the Harmonize database.

17 Q. And one of those are single C?  
18 A. C orders.  
19 Q. Included in that category is single  
20 C?  
21 A. Yes.  
22 Q. When orders are -- I don't know if  
23 this is a correct term -- filtered down from

00038

01 the Harmonize database to the temporary  
02 Sunrise table, are the orders chosen based  
03 upon their DCR?  
04 A. No.  
05 Q. What's the point of generating a DCR  
06 then?  
07 MR. MEZA: You're asking him in  
08 relation to Sunrise or for other purposes?  
09 MR. CRUZ-BUSTILLO: Just general,  
10 I'm just asking you generally.  
11 MR. MEZA: I object to the form of  
12 the question.  
13 Q. (By Mr. Cruz-Bustillo) What's the  
14 point of generating a disconnect reason code?  
15 A. Operation Sunrise doesn't generate  
16 disconnect reason codes.  
17 Q. Okay. What's the point of OSS  
18 generating disconnect reason codes?  
19 MR. MEZA: Object to the form.  
20 A. The OSS or any disconnect reason  
21 code is, to my understanding, it tells why a  
22 disconnection occurred.  
23 Q. Okay. Maybe I can answer the

00039

01 question this way or get the answer this way.  
02 I'm going to show you what's been marked as  
03 Plaintiff's Exhibit Number 1, Bates stamp  
04 000760, and ask you to read the second  
05 sentence in the second paragraph. Let me show  
06 it to counsel first. Please read the second  
07 sentence of the second paragraph.  
08 MR. MEZA: Under operational method?  
09 MR. CRUZ-BUSTILLO: I think so. If  
10 I don't hear what it is, I'll tell you.  
11 MR. MEZA: Okay.  
12 A. "The current CARE files are  
13 downloaded from Site D" --  
14 Q. No, that's not it. That's not it.  
15 MR. MEZA: I think he wants this.  
16 A. "A separate nightly extract from the  
17 SOCS table is loaded into the SIW by Project  
18 Harmonize."  
19 Q. Could you speak up please?  
20 A. "A separate nightly extract from the  
21 SOCS table is loaded into the SIW by Project  
22 Harmonize. This SIW table is screened for  
23 local service switchers via transaction codes

00040

01 and local switchers are loaded into the  
02 Sunrise Database."  
03 Q. Okay. So earlier we discussed  
04 transaction codes, and DCR codes seemed to be  
05 one and the same according to the documents?  
06 A. To this document, yes.  
07 Q. Okay. So the data is chosen based

08 upon a disconnect reason code according to  
09 that document?

10 MR. MEZA: I object to the form of  
11 the question. You can answer.

12 A. At this time of this document,  
13 apparently yes.

14 MR. CRUZ-BUSTILLO: Staff, we're  
15 going to take a five-minute break.

16 MS. DODSON: That's fine.

17  
18 (Whereupon, there was a brief recess  
19 taken from 9:00 a.m. to 9:15 a.m.)

20  
21 Q. (By Mr. Cruz-Bustillo) I'm going to  
22 show you an exhibit that comes from DAN-7,  
23 Bates stamp -- actually it could be DAN-6,

0041

01 Bates stamp 000144, and I'm going to ask you  
02 the -- to read the definition of wholesale  
03 information, but I want to show it to your  
04 counsel first.

05 A. This bullet beginning wholesale or  
06 the whole thing?

07 Q. No; no; no, just where it says  
08 wholesale.

09 A. Okay. There's three.

10 MR. MEZA: He wants the second  
11 bullet.

12 MR. CRUZ-BUSTILLO: Oh, that one,  
13 yes, sir.

14 A. "'wholesale Information' cannot be  
15 used to target end user customers for winback  
16 or retention efforts."

17 Q. Okay. Keep going.

18 A. "Examples of 'wholesale Information'  
19 include: competitive disconnect codes are  
20 considered wholesale information; 'wholesale'  
21 carrier information that resides in BOCRIS."

22 Q. Okay. My question is, why is a  
23 disconnect reason code considered proprietary

0042

01 to a CLEC?

02 MR. MEZA: Object to the form of the  
03 question, and if you're asking him based upon  
04 the previous question in the predicate of this  
05 document, there is no mention of competitive  
06 disconnect reason codes as being proprietary.  
07 They're wholesale information.

08 MR. CRUZ-BUSTILLO: Thank you,  
09 Mr. Meza, for instructing the witness. Let  
10 me -- let me strike that and ask it again, and  
11 Mr. Meza, I was at a loss when you said  
12 predicate.

13 Q. (By Mr. Cruz-Bustillo) Mr. Wolfe,  
14 let me hold the document so I can ask the  
15 question precisely. Mr. Wolfe, does this  
16 document not say that competitive disconnect  
17 codes are considered wholesale information  
18 right there?

19 A. It does.

20 Q. Okay. To your knowledge, why is a  
21 competitive disconnect code considered  
22 wholesale information?

23 MR. MEZA: Object to the form of the  
00043  
01 question, calls for a legal conclusion. You  
02 can answer.  
03 A. Okay. Ask that again. I'm sorry.  
04 Q. Here you have a document not created  
05 by the legal department but created by  
06 BellSouth, the company?  
07 MR. MEZA: Object to the form. You  
08 don't know that's not created by legal. Go  
09 ahead.  
10 MR. CRUZ-BUSTILLO: Well, otherwise  
11 it would be attorney-client privilege.  
12 MR. MEZA: Well, it could be created  
13 by legal but not be privileged.  
14 MR. CRUZ-BUSTILLO: Okay. Let's get  
15 back to my question.  
16 Q. (By Mr. Cruz-Bustillo) It says here,  
17 "competitive disconnect codes are considered  
18 wholesale information." To your knowledge,  
19 why are competitive disconnect codes  
20 considered wholesale information?  
21 A. It says it in this document.  
22 Wholesale information is defined as  
23 information that you have as a result of a  
00044  
01 customer carrier to customer situation, so I  
02 guess that's why, it's because it falls under  
03 that definition of wholesale information.  
04 MR. MEZA: Hence my objection.  
05 Q. This document says competitive  
06 disconnect codes. Do you consider that  
07 phrase, competitive disconnect codes, to be  
08 synonymous with disconnect reason codes? What  
09 does that mean to you?  
10 A. I consider them to be synonymous.  
11 Q. Okay. Aren't disconnect reason  
12 codes generated by OSS? Isn't that what you  
13 told me earlier?  
14 A. Competitive disconnect reason  
15 codes -- competitive disconnect reason codes  
16 would be generated -- that's one method by  
17 which they're generated, yes.  
18 Q. Electronically by LESOG and manually  
19 by the LCSC?  
20 MR. MEZA: Object to the form.  
21 A. Electronically by OSS I know and  
22 manually by LCSC, yes.  
23 Q. Do the purpose -- a reason why they  
00045  
01 would be considered wholesale information is  
02 because they identify that the switch that the  
03 order originates from a CLEC service order?  
04 MR. MEZA: Object to the form.  
05 A. It could be wholesale information in  
06 my view because it is generated through the  
07 OSS or the LCSC.  
08 MR. CRUZ-BUSTILLO: I'd like to mark  
09 this as the next exhibit.  
10 MR. MEZA: Six.  
11 MR. CRUZ-BUSTILLO: Oh, and let's --  
12 I have to say, we're going to go back. This  
13 is confidential to the point that we

14 identified the document and everything he said  
15 subsequent until now is confidential, and this  
16 is 6.

17  
18 (Whereupon, Plaintiff's Exhibit 6  
19 was marked for identification and a  
20 copy of same is attached hereto.)  
21

22 Q. Let's turn to page 11, lines 10  
23 through 12. Could you read me the sentence

0046  
01 between 10 and 12? You might show it to your  
02 counsel first.

03 MR. MEZA: Okay.

04 A. The sentence between 10 and 12?

05 Q. Well, the one beginning with next  
06 and ending with SOCS.

07 A. "Next, Operation Sunrise copies into  
08 a permanent table in the Sunrise database  
09 certain data from each remaining disconnect  
10 order, the NPA, the NXX, the line, the  
11 customer code, and the date the data was  
12 extracted from SOCS."

13 Q. What is meant by customer code?

14 A. The customer code is a three-digit  
15 code that is placed on an account at the time  
16 the account is established.

17 Q. When you say that, do you mean  
18 established when the customer was an existing  
19 BellSouth retail customer?

20 A. I mean when a customer establishes  
21 an account with BellSouth, then a customer  
22 code is applied to that account.

23 Q. Now, if a CLEC service order makes

0047  
01 it all the way down to the permanent Sunrise  
02 table, and assume for the purpose of this  
03 question that that's the origins of the order  
04 because we -- okay, just assume that. If a  
05 CLEC service order makes it all the way down  
06 to the permanent Sunrise table and contains  
07 the customer code, is that the code that  
08 exists for that account when that customer was  
09 an existing retail BellSouth customer?

10 MR. MEZA: Object to the form.

11 A. This data is from a disconnect  
12 order, the order disconnecting the BellSouth  
13 account. It doesn't -- Operation Sunrise  
14 doesn't know where it came from. It's just a  
15 disconnect order, and on that order is the  
16 NPA -- the customer code, and that customer  
17 code is of the former BellSouth customer.

18 Q. All right. I don't think you  
19 answered my question. Let me go back because  
20 you provided a lot of different answers in  
21 there regarding different subjects.

22 A. Sorry.

23 Q. Let me -- let's establish this is

0048  
01 that Operation Sunrise, through the Harmonize  
02 table and the temporary table, while the order  
03 is flowing through there, there is a  
04 disconnect reason code identifying the origins

05 of that order; isn't that true?

06 A. Each -- yes, the SOCS has orders  
07 with disconnect reason codes. Harmonize has  
08 orders with disconnect reason codes.

09 Q. Okay. And some of those disconnect  
10 reason codes are those using the retail side  
11 like CO or those using the wholesale like side  
12 like BR or RT or BC or BF or different ones  
13 that we discussed?

14 A. Correct.

15 Q. Is that correct?

16 A. Correct.

17 Q. So now, for the purposes of this  
18 discussion, and we'll get to that specifically  
19 so we can finish walking through it. When it  
20 hits the permanent Sunrise table, I believe  
21 your rebuttal testimony indicates that all of  
22 these disconnect reason codes are filtered out  
23 and that only a subset of limited information

0049

01 hits the permanent Sunrise table and that  
02 information is -- and here's my question, the  
03 information you identified on page 11, lines  
04 10 through 12; is that correct?

05 A. That's correct.

06 Q. Okay. So now, for the purpose of  
07 this question we have a hypothetical. We have  
08 an order that started on the wholesale side.  
09 when it reached the permanent Sunrise table,  
10 it had the customer code; is that correct?

11 A. It has the customer code of the  
12 disconnect order that disconnected the  
13 Sunrise -- excuse me, the former BellSouth  
14 customer.

15 Q. Okay. That's where I'm confused.  
16 You just told me a few minutes ago when I  
17 asked you what the customer code is, you said  
18 that code that is established at the time the  
19 customer establishes a new account with  
20 BellSouth; is that correct?

21 A. That's correct.

22 Q. Okay. And in fact, I think there's  
23 an interrogatory on that answer -- the

0050

01 interrogatory says the same thing you just  
02 said.

03 A. Correct.

04 Q. Now, my question is, if that  
05 number -- let me put it this way because I  
06 didn't understand this yesterday, you going  
07 through it. January 2003, I start an account  
08 with BellSouth. I call BellSouth. I just  
09 moved to Miami. I start an account. I'm  
10 going to have a customer code assigned to me;  
11 is that correct?

12 A. That's correct.

13 Q. Now I'm in September -- August 2003  
14 and I want to switch to Supra, so I call up  
15 Supra, they submit an order to have me  
16 converted on a single C, won over to UNE-P.  
17 Supra doesn't know that customer code; is that  
18 correct?

19 A. I don't know.

20 Q. Okay. At what point is that  
21 customer code stuck on that CLEC service order  
22 to make it down to the permanent Sunrise  
23 table?

00051

01 A. I don't know what happens to the  
02 CLEC service order.

03 Q. Okay. That's not my question. My  
04 question is, do you have knowledge at what  
05 point in the process between SOCS and the  
06 permanent Sunrise table that the customer code  
07 is assigned to that CLEC service order? Do  
08 you know that?

09 A. No.

10 Q. Okay. But you would agree with me  
11 or I'm asking you, do you agree with me that  
12 at some point between the time the CLEC  
13 service order is in SOCS and the time that  
14 CLEC service order hits the permanent Sunrise  
15 table, that the customer code is attached to  
16 that order?

17 MR. MEZA: Object to the form.

18 A. The customer code is on the  
19 disconnect order.

20 Q. Okay. So the answer to my question  
21 would be yes?

22 A. The customer code is on the  
23 disconnect order.

00052

01 Q. And if the CLEC didn't include it on  
02 its LSR, it would have to have been generated  
03 between some point between SOCS and a  
04 permanent Sunrise table; is that correct?

05 A. I don't know. What I know is that a  
06 disconnect order that flows into SOCS has a  
07 customer code on it.

08 Q. Okay. Let me ask this way for the  
09 purposes of my question because you didn't  
10 answer, so it's not asked and answered.

11 A. Sorry.

12 MR. MEZA: Well, I object to your  
13 statement. I think he has asked and answered  
14 it.

15 MR. CRUZ-BUSTILLO: I withdraw that  
16 comment to the extent it was in any way taken  
17 offensively.

18 Q. (By Mr. Cruz-Bustillo) Let me just  
19 ask the question this way, assume my  
20 hypothetical to be true, that a CLEC does not  
21 include on its LSR the customer code assigned  
22 to me, remember my hypothetical that I signed  
23 up in January 2003 with BellSouth and I got a

00053

01 code. The CLEC, assume for the purposes of  
02 this question, doesn't attach it to its LSR.  
03 The LSR is accepted by SOCS and becomes a CLEC  
04 service order. Assuming that the CLEC did not  
05 include the customer code, do you agree  
06 logically that at some point between SOCS and  
07 a permanent Sunrise table that code would have  
08 to have made it on to the CLEC service order?

09 MR. MEZA: I'm going to object but  
10 go ahead.



11 A. When you say the CLEC service order,  
12 what do you mean?

13 Q. I mean a single C conversion over  
14 UNE-P as is.

15 A. Okay. The C order, that single C  
16 order will have the customer code on it.

17 Q. And if it wasn't placed on that  
18 service order by the CLEC, would you agree  
19 with me that it came from somewhere inside  
20 BellSouth's OSS?

21 A. It could.

22 Q. Thank you. When you say it could,  
23 I'm asking for a yes or a no. If it didn't

0054  
01 come from the CLEC service order, is there any  
02 other place it could have come from other than  
03 BellSouth's OSS?

04 A. I don't know what the OSS does so  
05 if -- I don't know of any other place it could  
06 have come.

07 Q. Except BellSouth?

08 A. Either the OSS or the LCSC, yes.

09 Q. Thank you. Is a customer code  
10 attached to the end of the telephone number?

11 A. That customer code with the NPA,  
12 NXX, and line together typically makes up the  
13 account number, and in that case it would be  
14 the last three digits of those 13.

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

18  
19 MR. CRUZ-BUSTILLO: Jim, I'm going  
20 to show him what's been Bates stamp DAN-9 --  
21 I'm sorry, it's DAN-9, Bates stamped 001054.  
22 I'm going to ask him some of the questions I  
23 asked Ms. Summers but she referred to you that

0055  
01 you would have the answer.

02 MR. MEZA: It's confidential;  
03 correct?

04 MR. CRUZ-BUSTILLO: This is  
05 confidential, this is correct. Hold on, I may  
06 skip that.

07 Q. (By Mr. Cruz-Bustillo) Let's go to  
08 page six of your testimony, lines one and two.

09 MR. MEZA: Jorge, just so I'm clear,  
10 we're not using that document you just  
11 referenced?

12 MR. CRUZ-BUSTILLO: Well, we're  
13 going to get back to it.

14 MR. MEZA: Okay. So we're no longer  
15 confidential I guess.

16 MR. CRUZ-BUSTILLO: Yeah, we're no  
17 longer confidential. I'm actually going to  
18 get to it in a couple of more questions. I  
19 didn't want to be repetitive, so I skipped  
20 that.

21 MR. MEZA: Okay.

22 (End confidential.)

23 Q. (By Mr. Cruz-Bustillo) Let's go to  
0056  
01 page six, lines one and two. Actually that's

02 out of context. We're going to have to start  
03 on the page before. You'll want to start with  
04 reading line 25 on page five and then going on  
05 to the sentence that ends operations page six,  
06 lines one and two.

07 MR. MEZA: And just for the record,  
08 you're asking him to read a question and  
09 answer that was provided by Ms. Summers?

10 MR. CRUZ-BUSTILLO: Correct, because  
11 I believe that he might know the answer to it.

12 MR. MEZA: Okay.

13 MR. CRUZ-BUSTILLO: You're right, it  
14 is Ms. Summers.

15 A. "For instance, a disconnect order  
16 that results from a BellSouth retail customer  
17 calling BellSouth disconnect his service  
18 because he's moving would come from  
19 BellSouth's retail operations."

20 Q. Would that be a T order?

21 A. Possibly.

22 (Begin confidential.)

23 Q. Okay. Thank you. I'm going to find

□0057

01 DAN-8, 001018. This document in DAN-8 will  
02 notify -- saying what it is is not  
03 confidential, just disclosing the contents.  
04 It's DAN-8, and it's document 001018. From  
05 here on out it will be confidential. I was  
06 going to show you -- ask him to read weekly --  
07 ask him to read this paragraph.

08 MR. MEZA: Okay. Counsel, do you  
09 know the date of this document, what the  
10 origin of DAN-8 is?

11 MR. CRUZ-BUSTILLO: DAN-8 is that  
12 one that comes from the minutes regarding the  
13 creation of Operation Sunrise. It's that --  
14 it's the very -- no, I'm sorry. DAN-8 is  
15 Operation Sunrise.

16 MR. MEZA: What year version?

17 MR. CRUZ-BUSTILLO: DAN-8 is the  
18 2000 version.

19 MR. MEZA: 2000 version.

20 MR. CRUZ-BUSTILLO: That's right,  
21 that comes from the 2000 version.

22 MR. MEZA: He wants you to read this  
23 paragraph. Out loud or to himself?

□0058

01 MR. CRUZ-BUSTILLO: No, out loud.

02 A. "CARE and CAR deliver files to MKIS  
03 up to thrice daily pending new files to the  
04 previous files for that day. SOCS delivers  
05 files once. Sunrise information is extracted  
06 from CARE and CAR in a batch job that runs at  
07 approximately 7:00 p.m. CST five nights per  
08 week each night but Friday and Sunday. The  
09 SOCS data is extracted each Friday morning as  
10 the first step in the weekly process. Once  
11 the data is gathered on TEAR data, Sunrise  
12 steps through the manipulation process. Data  
13 is scored, campaign criteria is applied.  
14 Export files are built and sent. Targeted  
15 records are loaded. History data is archived  
16 and summary tables are updated. This weekly

17 lead generation process is completed by  
18 approximately 5:00 p.m. each Friday."  
19 Q. First let me ask you, are you  
20 responsible for the creation of this document?  
21 A. I don't know.  
22 Q. Okay. That comes from -- that  
23 single page comes from what has been marked as

00059

01 DAN-9 in our proceedings which is -- is that  
02 DAN-9 or DAN-8 -- actually it's --  
03 MR. NILSON: Different versions of  
04 the same document.  
05 MR. CRUZ-BUSTILLO: Do you have  
06 DAN-8?  
07 NILSON: I have both.  
08 MR. MEZA: Are we changing Bates  
09 numbers since you were referencing?  
10 MR. CRUZ-BUSTILLO: No, I was just  
11 going to show him -- ask him to look at the  
12 first page of the manual and see if he can  
13 identify his name as the individual who -- on  
14 the revision history of this document.  
15 THE WITNESS: Yes, it is my name on  
16 the first page of the revision history of this  
17 document, of this document that you just  
18 handed me here.  
19 MR. MEZA: Which is DAN-8?  
20 THE WITNESS: DAN-8.  
21 MR. CRUZ-BUSTILLO: And then let me  
22 just show you DAN-9. See, here's DAN-9, Jim,  
23 and then I was going to ask him to look at the

00060

01 first page.  
02 MR. MEZA: DAN-9 is dated June 14th,  
03 2001.  
04 MR. CRUZ-BUSTILLO: 2001.  
05 MR. MEZA: It's Bates stamped  
06 001049.  
07 A. My name is there as well.  
08 Q. Okay. And what does that mean that  
09 your name is there? What's the significance  
10 of that?  
11 A. I'm the author of the document.  
12 Q. Okay. So would it be fair to say  
13 that you were the author of that paragraph?  
14 A. If this paragraph is in one of those  
15 documents, yes.  
16 Q. Okay. Let's go to -- you can keep  
17 it in front of you. I have some notes here.  
18 One of the things that -- the document says  
19 that Sunrise steps through the manipulation  
20 process. It says data is scored. What does  
21 that mean, data is scored?  
22 A. I believe that means that we look at  
23 the spend levels for Bellsouth retail

00061

01 customers for the purpose of before we  
02 actually apply the targeting criteria.  
03 Q. Okay. And what's the targeting  
04 criteria?  
05 A. The campaign criteria as it's listed  
06 here.  
07 Q. Okay. When you say it's scored, is

08 that revenue generated from the account when  
09 they were an existing BellSouth customer?

10 A. That would be -- that could be part  
11 of it, yes.

12 Q. Okay. In there it says that export  
13 files are built and sent. Where are those  
14 export files built?

15 A. Within Operation Sunrise.

16 Q. Is that within the MKIS area?

17 A. Within the Operation Sunrise  
18 database.

19 Q. So when the -- would it be correct  
20 to say that once the permanent Sunrise table  
21 is populated, that that is considered -- that  
22 the record has been built?

23 MR. MEZA: Object to the form.

□0062

01 A. What this document is referring to  
02 is the actual creation of the lead record to  
03 be sent to a third party.

04 Q. And is a lead record done by MKIS?

05 A. Yes.

06 Q. And it's done using the record or  
07 using the information that populates the  
08 permanent Sunrise table?

09 A. It uses the records that we've  
10 gotten from -- through the process for local  
11 toll product or local service that's in the  
12 sunrise database.

13 Q. I'm sorry. I thought that the  
14 permanent Sunrise table only had local  
15 switches?

16 A. No; no.

17 Q. Ms. Summers says that it did.

18 MR. MEZA: Object to the form.

19 A. I don't know what Ms. Summers said  
20 about that but it's got more than just local  
21 service.

22 Q. Well, let me ask you this.

23 Ms. Summers told me that there was a separate

□0063

01 feed other than the Harmonize feed for product  
02 changes and that it populated another database  
03 and maybe it's my understanding. When I'm  
04 thinking of a permanent Sunrise table, I'm  
05 thinking of one table. Are there different  
06 tables that MKIS has access to that has  
07 different information?

08 A. There's many tables in Operation  
09 Sunrise.

10 Q. That MKIS has access to?

11 A. That Operation Sunrise as a part of  
12 the MKIS organization, yes, has access to.

13 Q. One of those tables is for local  
14 service -- switches?

15 A. At this point in the process  
16 according to this document, we would export  
17 data from the Sunrise database and it would  
18 include local service, local toll, and product  
19 feature winback at this point according to  
20 this document.

21 Q. Okay. Let's not look at the  
22 document now.

23 A. Okay.

□0064

01 Q. I want to know your personal  
02 knowledge --

03 A. Okay.

04 Q. -- in working in MKIS.

05 A. Uh-huh.

06 Q. Do you actually generate leads for  
07 the outside marketing vendors?

08 MR. MEZA: What time period?

09 MR. CRUZ-BUSTILLO: I'm asking him  
10 now in his position in MKIS does he

11 actually -- does he actually create leads.

12 A. Operation Sunrise creates the leads,  
13 yes.

14 Q. My question is, from the permanent  
15 Sunrise table, is there some sort of computer  
16 program or is it done manually that  
17 extracts -- that generates the leads for the  
18 outside vendors?

19 A. It's a computer program.

20 Q. How many files are created a week in  
21 your group?

22 MR. MEZA: Object to the form.

23 Q. Let me restate that. How many

□0065

01 individual leads are created on a weekly basis  
02 to be shipped, to be sent out to third-party  
03 vendors?

04 A. And you're referring only to  
05 Operation Sunrise?

06 Q. No, I'm referring to your personal  
07 knowledge in dealing with Operation Sunrise  
08 and generating leads in the MKIS group.

09 A. MKIS generates lots of leads, not  
10 just for Operation Sunrise, so you want to  
11 know on a typical week how many lead lists we  
12 generate. Is that what you're asking me? Can  
13 you ask me again now? MKIS generates lots of  
14 lead lists. Are you asking me specifically  
15 the number of lists that we generate through  
16 Operation Sunrise or throughout MKIS?

17 Q. No, I'm asking specifically  
18 regarding switches, local service switches.

19 A. Today?

20 MR. MEZA: In Florida.

21 Q. I don't know, answer -- Florida and  
22 region wide, answer both.

23 MR. MEZA: I object to the form of

□0066

01 the question, the scope of the question. Go  
02 ahead.

03 A. Operation Sunrise generates local  
04 service leads one file -- one file -- one lead  
05 list -- that's two lead lists a week.

06 Q. There's two lead lists a week?

07 A. Yes.

08 Q. And does that account for switches  
09 for the previous seven days?

10 A. It includes those and more.

11 Q. Okay. And how many are included in  
12 each one of those two lists?

13 A. How many records?

14 Q. Yeah.  
15 A. How many leads?  
16 Q. How many leads, records? If you're  
17 using leads and records interchangeably, yes.  
18 A. And I'm just referring now to local  
19 service because those lists also include local  
20 toll and product feature, so generally the  
21 number of leads going out would be probably I  
22 would just guess 100,000.  
23 Q. Is that 100,000 per list because

0067

01 you've said there's two lists that go out a  
02 week?  
03 A. I'm including both of those  
04 together.  
05 Q. Okay. Now, let me go back to my  
06 question regarding -- oh, is that Florida or  
07 region wide?  
08 A. Region wide.  
09 Q. Where's your office located?  
10 A. My office?  
11 Q. Yeah.  
12 A. Is in Birmingham, Alabama.  
13 Q. Okay. Let me go back to the  
14 question about the permanent Sunrise table.  
15 Is there a different, and maybe I'm  
16 mischaracterizing it so please correct me, is  
17 there a permanent Sunrise table for local  
18 switches, another permanent Sunrise table for  
19 product changes, and another permanent Sunrise  
20 local table for toll switches; is that  
21 correct?  
22 A. No.  
23 Q. Are all three different groups on

0068

01 one table?  
02 A. They're in one -- they're in one  
03 table, yes.  
04 Q. How is it that you distinguish  
05 between each group?  
06 A. We assign codes internally in MKIS  
07 to those particular groups of records.  
08 Q. And what are those codes?  
09 A. You want to know what the actual  
10 code is?  
11 Q. Yes.  
12 A. Each one -- each group has a couple  
13 of different codes but there would be a code  
14 for local service that would begin LS  
15 something, something, something.  
16 Q. Is that numerical or a letter?  
17 A. Those are letters. Local toll has  
18 LT something, something, something, and  
19 product I'm not sure exactly what the code is,  
20 it may be PR, but I'm not sure about that.  
21 Q. Followed by a letter, letter,  
22 letter?  
23 A. I think they're letters. I think

0069

01 they're letters.  
02 Q. Okay. Let's go back to the document  
03 in front of you, and in the long paragraph, I  
04 don't know where it is, but it referred to

08-22-03 wolfe  
05 history data is archived. Could you tell me  
06 to your knowledge where the lists are archived  
07 or what is that referring to? what data?  
08 A. I don't remember specifically what  
09 that is.  
10 Q. Okay. Summary tables are updated.  
11 what does that mean, what tables?  
12 A. I'm not sure exactly what those are.  
13 Q. Okay. Thank you very much. Can you  
14 give that back to me.  
15 MR. CRUZ-BUSTILLO: We're going to  
16 mark this as what number was it?  
17 MR. MEZA: Seven.  
18 MR. CRUZ-BUSTILLO: Seven.  
19  
20 (Whereupon, Plaintiff's Exhibit 7  
21 was marked for identification and a  
22 copy of same is attached hereto.)  
23

00070

01 (End confidential.)  
02 Q. Okay. I'd like to refer to page --  
03 actually this is a question I should have  
04 asked Ms. Summers. I did not because I had  
05 written down that wolfe had said it but let me  
06 ask you. Page seven, lines 10 through 13  
07 beginning with the words information relating  
08 to. Could you read that sentence so I can ask  
09 you a question?  
10 A. "Information relating to Supra  
11 customers resides in the part of the SIW that  
12 is accessible to BellSouth's Interconnection  
13 services, ICO organization, and is used by ICS  
14 in connection with BellSouth's provision of  
15 wholesale service to Supra."  
16 Q. What Supra customer information  
17 resides in SIW that's used that's being  
18 referred to in that sentence?  
19 MR. MEZA: Object to the form.  
20 A. I don't know.  
21 MR. CRUZ-BUSTILLO: Okay. Why don't  
22 we do this, why don't we take a five-minute  
23 break because I know where I'm going to start

00071

01 right now and we should be done very shortly.  
02  
03 (Whereupon, there was a brief recess  
04 taken from 9:59 a.m. to 10:08 a.m.)  
05  
06 Q. (By Mr. Cruz-Bustillo) Okay. We're  
07 on the record. Mr. Wolfe, how are you this  
08 morning?  
09 A. So far so good.  
10 Q. Okay. Let's turn to page ten of  
11 your testimony, lines 18 through 15 -- no, I'm  
12 sorry, eight through 15.  
13 MS. DODSON: Could I check, are we  
14 off confidential?  
15 MR. MEZA: Yes.  
16 MR. CRUZ-BUSTILLO: Yes, we're back  
17 off confidential. When it's confidential, do  
18 certain people have to leave the room, is that  
19 what's going on?

20 MS. DODSON: No, we just want to  
21 clarify for the record.

22 MR. CRUZ-BUSTILLO: Okay, good.

23 Q. (By Mr. Cruz-Bustillo) Let me look

00072

01 at your testimony first before I -- okay. I'm  
02 going to ask you to read lines eight through  
03 15 and so that the purpose of you reading the  
04 testimony here is I want to provide a context  
05 of the first of the three boxes that I  
06 envisioned in my mind, which is the Harmonize  
07 database, then you have the temporary  
08 database, and then the permanent and what goes  
09 on between each one, so if you could please  
10 read lines eight through 15 into the record,  
11 we'll start from there.

12 A. "Each night SOCS creates an extract  
13 file of all orders from the preceding 24 hour  
14 period. The extract file is posted to a main  
15 frame repository which resides in a computer  
16 environment separate from the SIW, and each  
17 night using the Harmonize feed, various types  
18 of orders, including retail and wholesale  
19 disconnect orders and orders of other types,  
20 are harvested from this extract file and  
21 downloaded into a database on the SIW called  
22 the Harmonize database. The Harmonize  
23 database is separate from the Sunrise database

00073

01 on the SIW."

02 Q. Okay. Now, before I get to my  
03 question, can we turn to page five, lines ten  
04 through 13, and can you read me the sentence  
05 that begins with the word all?

06 A. "All disconnect orders insert a new,  
07 change, and transfer orders flow nightly into  
08 the Harmonize database on the strategic  
09 information warehouse, a data warehouse via a  
10 data feed called the Harmonize feed which is  
11 sourced from SOCS."

12 Q. So these two sections of your  
13 testimony is consistent with what you told me  
14 earlier that all different types of orders are  
15 pulled out to this first Harmonize database;  
16 is that correct?

17 A. SOCS contains all orders and certain  
18 orders -- order types are pulled out into  
19 Harmonize, yes.

20 Q. And like on page five lines ten  
21 through 13, that's new orders, change orders,  
22 transfer orders?

23 A. Where does it say -- it says --

00074

01 Q. Lines ten through 13.

02 A. Right, all disconnect orders and  
03 certain new, change, and transfer orders.

04 Q. And earlier when you talked to me  
05 about D orders, N orders, C orders, T orders,  
06 did that reflect your testimony on page five,  
07 lines ten through 13?

08 A. Disconnect orders, right, new  
09 orders, change orders, and transfers, yes.

10 Q. And while you wrote change order,



11 just so that we are clear, included in that  
12 category would be single C orders; is that  
13 correct?

14 A. C orders are included, yes.

15 Q. Thank you. Okay. Now let's turn to  
16 page ten beginning on line 17 through 19 and  
17 then -- actually all the way through 24. This  
18 section has to do with or is it not that this  
19 section has to do with what information is  
20 moved from the Harmonize database to the  
21 temporary Sunrise table; is that correct?

22 A. Yes.

23 Q. Could you read that section into the

□0075

01 record, lines 17 through 24?

02 A. "Once each week Operation Sunrise  
03 downloads from the Harmonize database all of  
04 the completed residential orders from the  
05 preceding seven days into a temporary table.  
06 If an order has not completed or is not  
07 associated with a residential account, Sunrise  
08 does not download it into the temporary  
09 table."

10 Q. Okay. Let's stop there right there.  
11 so business accounts won't make it to the  
12 temporary Sunrise table. would that be  
13 correct?

14 A. That is correct.

15 Q. Okay. Please, go on.

16 A. "Next, Sunrise eliminates all orders  
17 except D and C orders."

18 Q. Okay. Let's stop right there. so  
19 the only thing moving down -- the only orders  
20 moving down to the temporary Sunrise table are  
21 disconnect orders and C orders; is that  
22 correct?

23 A. Actually at that point it's all in

□0076

01 the temporary table and we are eliminating all  
02 orders but D and C orders.

03 Q. Okay. Let me ask you, when you said  
04 C -- the sentence reads, "Next, Sunrise  
05 eliminates all orders except D and C." Is it  
06 correct to say that the -- at the completion  
07 of this filtering process that the temporary  
08 Sunrise table will only contain, according to  
09 your testimony, D orders and C orders?

10 A. Correct.

11 Q. Okay. C orders there, are you  
12 referring to single C?

13 A. Those would be included.

14 Q. would product changes be included in  
15 there?

16 MR. MEZA: Object to the form.

17 A. Yes.

18 Q. And what is the basis of that  
19 answer?

20 MR. MEZA: Object to the form.

21 A. I don't understand your question.

22 Q. Okay. It's my understanding from  
23 your testimony that all residential accounts

□0077

01 with a disconnect reason code of a competitive

02 switch -- strike that.

03 When you say C orders, do you mean  
04 change orders too?

05 A. Yes.

06 Q. How do you define change orders?

07 A. A change order is an order that the  
08 retail unit could use to make a product  
09 feature change, a PIC change -- an LPIC change  
10 on a BellSouth residential retail account.

11 Q. I thought all LPIC changes flow from  
12 CARE into Operation Sunrise; is that correct?

13 A. Operation Sunrise, for the purpose  
14 of its local toll reacquisition activities,  
15 uses only CARE.

16 Q. Okay. And then from CARE it flows  
17 into -- from CARE does it flow to the  
18 Harmonize database?

19 A. No.

20 Q. Okay. So then the LPIC change you  
21 just talked to me about wouldn't move from the  
22 Harmonize database to the temporary Sunrise  
23 table; isn't that correct?

0078

01 A. Not from CARE it wouldn't.

02 Q. Well, you just told me that a LPIC  
03 wouldn't move from the Harmonize database to  
04 the temporary Sunrise table, and now you just  
05 told me that it moves from CARE and it doesn't  
06 go to the Harmonize table, so my question is,  
07 how can an LPIC move from a Harmonize database  
08 to the temporary Sunrise table?

09 A. LPIC --

10 MR. MEZA: wait a minute. I'm going  
11 to object to this line of questioning, but go  
12 ahead.

13 A. CARE is one source of identifying an  
14 LPIC change. Service orders, specifically  
15 change orders, would be another way to  
16 identify LPIC changes.

17 Q. Okay. Let's go to lines 21 through  
18 24. Could you read me that last sentence?

19 A. "Next, Sunrise eliminates all orders  
20 except D and C orders. At this point, the  
21 temporary table contains all orders and SOCS  
22 from the previous seven days that involve  
23 completed disconnections of residential retail

0079

01 service, both CLEC initiated disconnections  
02 and those initiated by BellSouth's retail  
03 operations."

04 Q. Okay. So if completed disconnects  
05 are only moved to the temporary Sunrise table,  
06 would it be correct to say that a single C  
07 while pending would remain in the Harmonize  
08 database?

09 MR. MEZA: Object to the form.

10 A. This temporary database contains  
11 only completed orders.

12 Q. So would a noncompleted order be  
13 moved from the Harmonize database to the  
14 temporary Sunrise table?

15 A. No.

16 Q. On page five, lines 13 through 16, I

17 believe that's your testimony, yes, lines 13  
18 through 16, could you read me that last  
19 sentence beginning with the local service?  
20 A. "The local service reacquisition  
21 function of Sunrise processes data from the  
22 Harmonize database on a weekly basis in a  
23 manner that filters out any information that

0080

01 could even arguably be considered CPNI or  
02 wholesale information."

03 Q. What information is filtered out  
04 that you consider to be CPNI or wholesale  
05 information?

06 A. Disconnect reason codes.

07 Q. What else?

08 A. That's all.

09 Q. That's the only thing that's  
10 filtered out?

11 MR. MEZA: Object to the form.

12 Q. Is that the only thing that's  
13 filtered out?

14 MR. MEZA: Object to the form.

15 A. That is the only criteria used for  
16 filtering is disconnect reason codes.

17 Q. Do you consider the name of the  
18 competitor to be wholesale information or CPNI  
19 information?

20 A. I don't know.

21 Q. For the purposes of generating leads  
22 to market to a former customer, does it matter  
23 to you what competitor the customer went to?

0081

01 A. Operation Sunrise has no idea about  
02 that.

03 Q. Well, I'll get back to that  
04 question. You're saying that the MKIS  
05 employee dealing with the records that  
06 populate -- the permanent Sunrise table have  
07 no idea. Is that what you meant by that  
08 answer?

09 A. Operation Sunrise and the employees  
10 therein have no idea who the carriers are.

11 Q. Okay. Well, that wasn't my  
12 question. Let me ask you this, is -- when you  
13 say Operation Sunrise, do you mean the feed  
14 beginning from SOCS and including the three  
15 tables we discussed? Is that all included in  
16 Operation Sunrise?

17 A. When I refer to Operation Sunrise, I  
18 mean the part of the process that begins with  
19 the weekly extraction of data from Harmonize.

20 Q. You mean the information that's  
21 moved from the Harmonize table to the  
22 temporary Sunrise table?

23 A. That is the beginning of operation

0082

01 Sunrise in my view.

02 Q. Okay. What about the Harmonize feed  
03 that brings the information from the SOCS to  
04 the Harmonize database? Is that part of  
05 Operation Sunrise?

06 A. I don't consider that a part of  
07 Operation Sunrise.

08 Q. But the Harmonize feed itself was  
09 developed to support Operation Sunrise; isn't  
10 that correct?

11 A. Not to my knowledge.

12 Q. Okay. So the Harmonize database  
13 contains disconnect reason codes that can  
14 identify where the order has its origins from;  
15 that's true?

16 A. Yes.

17 Q. Okay. The temporary Sunrise table  
18 has identifying codes still attached to those  
19 account records identifying the origins of  
20 that order; that's correct?

21 A. Yes.

22 Q. So when it finally reaches the  
23 sunrise permanent table and those disconnect  
0083

01 reason codes have been filtered out before  
02 that file hits that permanent table, your  
03 testimony is, is it correct, that the person  
04 now viewing those files in that table have no  
05 idea of the origins of the order; is that  
06 correct?

07 A. My testimony is personnel never see  
08 any of that because it's a program.

09 Q. Okay. But then Operation Sunrise  
10 above the personnel where all the filtering  
11 takes place, those systems, computer systems,  
12 do have criteria that would allow it to know  
13 where the orders had its origins from?

14 MR. MEZA: Object to the form.

15 MR. CRUZ-BUSTILLO: Okay. You can  
16 answer the question.

17 A. Okay. Ask that again, I'm sorry, to  
18 be clear.

19 Q. Okay. You told me at the beginning  
20 of this line of questioning that Operation  
21 Sunrise in higher corporate program of  
22 activities didn't know where the orders  
23 originated from, whether it be retail or  
0084

01 wholesale. But now through this line of  
02 questioning, you've acknowledged that the  
03 Harmonize database can tell where the orders  
04 have their origins from -- the temporary  
05 Sunrise table can tell where the origins of  
06 the orders -- where the origins are from, but  
07 that the only time the origins of that  
08 order -- where you cannot identify the origins  
09 of that order is when it hits the permanent  
10 Sunrise table, so my question is, it's not  
11 accurate to say that Operation Sunrise, the  
12 entire group of corporate activities, doesn't  
13 know the origins of those orders. Portions  
14 of -- is it not correct that portions of  
15 Operation Sunrise do have codes that would  
16 allow you to identify the origins of those  
17 orders; isn't that correct?

18 A. No, Operation Sunrise is a set of  
19 programs that runs and it does the filter. No  
20 one knows -- Operation Sunrise does not track  
21 the origin of orders.

22 Q. Okay. I just want to be clear and

23 be accurate. You said Operation Sunrise again

□0085

01 versus personnel in the MKIS office or group,  
02 and that's where I'm confused because I have  
03 already asked you the question that the  
04 Harmonize database contains orders that have  
05 identifying codes allowing you to determine  
06 the origins of the orders; is that a yes?

07 A. Yes.

08 Q. And we have also now determined that  
09 the temporary Sunrise table contained codes  
10 allowing you to identify the origins of the  
11 order; correct?

12 A. Correct.

13 Q. Both the temporary Sunrise table and  
14 the Harmonize database are within Operation  
15 Sunrise?

16 A. No, I meant --

17 Q. Wait; wait; wait. My question is,  
18 not what you meant, my question is, is the  
19 temporary Sunrise table and the Harmonize  
20 database within Operation Sunrise?

21 A. Temporary database is within  
22 Operation Sunrise. The Harmonize database is  
23 not.

□0086

01 Q. Okay. Earlier in your testimony you  
02 made a distinction between a Harmonize  
03 database being within Operation Sunrise but  
04 the Harmonize feed not being within Operation  
05 Sunrise. Are you now changing your testimony?

06 A. I don't remember what I said. The  
07 fact is is that Operation Sunrise in my view  
08 and in this testimony starts with the  
09 temporary database, and Operation Sunrise, the  
10 feed that comes -- weekly feed out of  
11 Harmonize. That Harmonize database -- that  
12 Harmonize database is outside Operation  
13 Sunrise.

14 Q. You just said that your testimony  
15 starts with the temporary Sunrise table. I  
16 thought I had you begin on page ten, lines  
17 eight through 15 where we began discussing the  
18 Harmonize feed and that the Harmonize  
19 database, quote, on line 14 and 15 is separate  
20 from the Sunrise database on SIW?

21 A. Right, Harmonize database is  
22 separate from the Sunrise database.

23 Q. Okay. Well then, let me ask you

□0087

01 this question, would you admit that the  
02 temporary sunrise table is within Operation  
03 Sunrise?

04 A. Yes.

05 Q. Okay. So it would not be correct to  
06 say that Operation Sunrise does not know at  
07 some point in time the origins of an order?

08 MR. MEZA: Objection, argumentative.

09 MR. CRUZ-BUSTILLO: Answer the  
10 question.

11 A. Operation sunrise at that point in  
12 the temporary table has disconnect reason code  
13 information in it.

05 anymore.  
 06 Q. And CO  
 07 A. CO is  
 08 reason code, yes  
 09 Q. And ca  
 10 again before I a  
 11 stands for?  
 12 A. "Compe  
 13 the consumer bus  
 14 Q. I am n  
 15 been Bates stamp  
 16 it's Bates stamp  
 17 I -- before I ge  
 18 generated, I thi  
 19 side at BellSout  
 20 A. To my  
 21 Q. Okay.  
 22 first. I'm goin  
 23 first sentence a

0091

01 MR.  
 02 Q. Could  
 03 begins with the  
 04 MR.  
 05 you point it to  
 06 A. "Note,  
 07 completed discon  
 08 disconnect reaso  
 09 receive a mail p  
 10 Q. So if  
 11 CO would not rec  
 12 and if a DCR is  
 13 it moves from th  
 14 the permanent Su  
 15 correct to say t  
 16 DCR of CO would  
 17 sunrise table?  
 18 MR.  
 19 question because  
 20 document that's  
 21 MR.  
 22 the question, Mr  
 23 A. At the

0092

01 written, CO was  
 02 Q. Excuse  
 03 A. At the  
 04 this document, C  
 05 select from the  
 06 the permanent ta  
 07 Q. Okay.  
 08 because I'm not  
 09 That first sente  
 10 that you do not  
 11 order that has a  
 12 isn't that corre  
 13 A. The ti  
 14 correct.  
 15 Q. Okay.  
 16 updates to the s  
 17 document since J  
 18 A. No.  
 19 Q. Okay.

14 Q. Thank you. Now, let me go back to  
 15 my original question before we even went down  
 16 this line which was, when you're generating a  
 17 lead for an outside vendor, the knowledge that  
 18 the person has switched in the last seven days  
 19 is -- strike that.  
 20 When you're generating a lead, is it  
 21 relevant to you who the customer switched to?  
 22 A. No.  
 23 Q. You just want to know that they

0088

01 switched?  
 02 A. Yes.  
 03 Q. Thank you. You told me earlier that  
 04 for a competitive disconnect generated from  
 05 the retail side of BellSouth operations that  
 06 the disconnect reason code is a CO; is that  
 07 correct?  
 08 A. That is one code that could be used,  
 09 yes.  
 10 Q. What other code could be used for a  
 11 customer on the retail side moving from one --  
 12 from BellSouth to a competitor?  
 13 A. I don't know -- I don't know what  
 14 possible codes could be used in their  
 15 entirety. I know of one other one that could  
 16 potentially be used.  
 17 Q. What's that?  
 18 A. That code is NF.  
 19 Q. And what does NF stand for?  
 20 A. No further use.  
 21 Q. Okay. So that would be a -- that  
 22 would be a complete disconnect?  
 23 A. They're all complete disconnects.

0089

01 Q. Okay. But that wouldn't be a switch  
 02 to a competitor; isn't that correct?  
 03 A. I don't know -- I don't know. All I  
 04 know is that it could be used for that  
 05 purpose.  
 06 (Begin confidential.)  
 07 Q. I think I showed you earlier -- I  
 08 think I showed you earlier one of  
 09 the exhibits. I think I -- I showed you  
 10 earlier on Plaintiff's Exhibit Number 5 here  
 11 in the Operation Sunrise manual. It's Bates  
 12 stamp 001056. This is confidential. Right  
 13 here I'm going to show him this here where it  
 14 says Sunrise tags again.  
 15 A. Uh-huh.  
 16 Q. This comes from the Sunrise manual  
 17 that you earlier testified that you produced.  
 18 A. Yes.  
 19 Q. The two codes there for residential  
 20 switchers are JL and CO; is that correct?  
 21 A. That is correct.  
 22 Q. Okay. Are there any other codes  
 23 there?

0090

01 A. No.  
 02 Q. Is it correct that you testified  
 03 that JL is not used anymore?  
 04 A. To my knowledge it's not used

20 still be affected. would that be a reasonable  
21 conclusion?

22 A. I don't know.

23 Q. Would you do something not in

00093

01 accordance with the procedures set out by you?

02 MR. MEZA: Object to the form.

03 MR. CRUZ-BUSTILLO: Okay. Again,  
04 the question still stands.

05 A. No.

06 Q. No?

07 A. I would not do something outside of  
08 the procedures set by me.

09 Q. So then if that's the case, you  
10 would not send a direct mail piece to an order  
11 that contains a disconnect reason code with  
12 CO. Would that be correct?

13 MR. MEZA: I'm going to object to  
14 the form of the question.

15 MR. CRUZ-BUSTILLO: Answer the  
16 question, Mr. Wolfe.

17 A. At the time of this document, we did  
18 not send mail pieces.

19 Q. Okay. And now you've just said that  
20 you don't act inconsistent with the document;  
21 correct?

22 A. I said that.

23 Q. And the document hasn't been

00094

01 modified since June 14, 2001; correct?

02 A. Correct.

03 Q. Thank you. So my question is, if  
04 the DCRs are removed from the orders when they  
05 move from the temporary Sunrise table to the  
06 permanent Sunrise table, and you do not send a  
07 mail piece to an order that contains a CO,  
08 wouldn't it be reasonable to conclude that  
09 orders containing a DCR of CO are filtered out  
10 before the records are moved from the  
11 temporary Sunrise table to the permanent  
12 Sunrise table?

13 A. And you're talking about today?

14 Q. I'm talking about consistent with  
15 the procedures that you have now testified  
16 remain in effect today.

17 MR. MEZA: Object to the form. He  
18 didn't testify to that.

19 A. I did not testify to the fact that  
20 this document -- that these procedures are in  
21 today. I did testify that this document --  
22 there has not been a further document since  
23 this time. So your question is, is it today

00095

01 or in the time frame of this document that  
02 you're showing me?

03 Q. Mr. Wolfe, just for the record, you  
04 said that you act consistent with the  
05 procedures; correct?

06 A. Correct.

07 Q. That these procedures have not been  
08 modified since June 14, 2001; correct?

09 A. I said the document has not been  
10 modified.

11 Q. Okay. So now, you can answer it in  
12 both parts. Answer it as of June 14, 2001.  
13 would that file, and then I'll get to the  
14 second question which is today, let's do June  
15 14, 2001, would a file with the disconnect  
16 reason code of CO be moved -- be filtered out  
17 from the temporary Sunrise table and not be  
18 moved to the permanent Sunrise table?

19 A. June 14th, 2001, the CO -- any  
20 record with a CO disconnect reason code would  
21 not have received a mail piece.

22 Q. And we know that all files that end  
23 up in the permanent Sunrise table are built --

00096

01 I think the -- built and sent to outside  
02 third-party vendors, so if a CO does not  
03 receive a mail piece, would it be reasonable  
04 to conclude that that file would be filtered  
05 out before the file is moved from the  
06 temporary Sunrise table to the permanent  
07 Sunrise table?

08 MR. MEZA: Object to the form.

09 A. At the time, June 14th, 2001 --

10 Q. Yes.

11 A. -- a CO disconnect code would have  
12 been in the permanent table and would not --  
13 mail pieces would not have been sent out for  
14 that record.

15 Q. Okay. Well, let me ask you, you  
16 have testified and others have testified in  
17 rebuttal testimony that disconnect reason  
18 codes are eliminated from files that populate  
19 the permanent Sunrise table. So if a file  
20 with a disconnect reason code of CO made it to  
21 the permanent Sunrise table, are you now  
22 telling me that the disconnect reason codes  
23 are not filtered out, that they remain on that

00097

01 file populating the permanent Sunrise table?

02 A. The process today --

03 Q. No, let's go back to June 14, 2001,  
04 first and then we'll go to today.

05 A. June 14, 2001, the CO disconnect  
06 reason code was on the permanent Sunrise table  
07 and we did not send a mail piece.

08 Q. Okay. So June 14, 2001, disconnect  
09 reason codes did appear on records that  
10 populated the permanent Sunrise table. Is  
11 that what you're saying?

12 A. According to this document, JL, CO,  
13 and others were in the permanent Sunrise  
14 table.

15 Q. Okay. Let's jump to today now  
16 because your personal knowledge, you weren't  
17 there in June 2001 even though you drafted  
18 this document. Well, let me ask you  
19 something, were you there in June 2001?

20 A. Yes.

21 Q. Did you work with Michelle Summers?

22 A. She was my -- yes, I did.

23 Q. Okay. But it was your

00098

01 responsibility to deal with the day-to-day



02 mechanics of exporting the files, building  
03 them and sending them to third-party marketing  
04 vendors; is that correct?

05 A. My group did that, yes.

06 Q. So you were there in June 2001?

07 A. I was.

08 Q. Let me go back to June 2001 for a  
09 second. Were the orders that originated from  
10 a CLEC service order, did they also contain  
11 their disconnect reason codes when they  
12 populated the permanent Sunrise table?

13 MR. MEZA: In June of 2001?

14 MR. CRUZ-BUSTILLO: Uh-huh; yes.

15 A. Okay. Say that one more time. Let  
16 me make sure I get it right.

17 Q. My pleasure. In June 2001, you have  
18 now said that a service order with its origins  
19 and BellSouth's retail division kept its CO  
20 when it populated the permanent Sunrise table.  
21 When that file hit the permanent Sunrise  
22 table, it still had a little CO. My question  
23 is, for all those orders that originated from

00099

01 a CLEC service order, did they also contain  
02 their BR, RT, BC, whatever those codes were?

03 A. The disconnect reason codes --  
04 competitive disconnect reason codes June 14,  
05 2001, were JL or CO.

06 Q. So if they were JL, you knew that  
07 they had their origins from competitive  
08 service orders, CLEC service orders?

09 A. Yes.

10 Q. Okay. And when they populated the  
11 permanent Sunrise table, you could see CO or  
12 JL; correct?

13 A. Correct.

14 Q. At what point did you stop using the  
15 JL?

16 A. August 2001.

17 Q. Okay. And you replaced it with BR,  
18 RT -- I don't want to mischaracterize it --  
19 BC, those codes?

20 A. No.

21 Q. Well, let me ask it in two parts.  
22 Was JL replaced upstream Harmonize database,  
23 temporary Sunrise database? Was the JL

00100

01 replaced with the BR, BC, RT?

02 A. JL was not replaced.

03 Q. Well, the disconnect reason codes I  
04 thought earlier in your deposition here we  
05 established were those BR, BC, BF. Those are  
06 electronically generated by either the OSS or  
07 the LCS; is that correct?

08 A. That's correct.

09 Q. And if we're not using JL anymore,  
10 is it incorrect for me to conclude that JL was  
11 replaced with these other new codes?

12 A. What do you mean by replaced?

13 Q. What do you think I mean by  
14 replaced?

15 MR. MEZA: Object to the form.  
16 You're asking him to guess what you think

17 replace means.

18 MR. CRUZ-BUSTILLO: Well, Mr. Meza,  
19 I just want to use his definition because  
20 later on I don't want --

21 MR. MEZA: Right.

22 MR. CRUZ-BUSTILLO: Give me your  
23 interpretation of my question, then ask for a

□0101

01 clarification, and what do you think I mean  
02 and we'll move from there.

03 MR. MEZA: I object to the form of  
04 the question. Go ahead.

05 A. When you say replaced, it sounds to  
06 me like we took a JL code and replaced it with  
07 a BR or a BC.

08 Q. Okay. Then let me ask it a  
09 different way. Not did you replace it. JL is  
10 no longer being used; correct?

11 A. Correct.

12 Q. We've established that. BR, RT, BC  
13 are currently being used, is that correct,  
14 upstream?

15 A. Outside of Operation Sunrise, yes.

16 Q. And when you say outside Operation  
17 Sunrise, you're talking about the Harmonize  
18 database and the Harmonize feed?

19 A. The Harmonize database, the  
20 Harmonize feed, and SOCS, yes.

21 Q. And LCSC?

22 A. Yes.

23 Q. Okay. Now, we're back to today and

□0102

01 we're back to the permanent Sunrise table.  
02 what we've established is that back on June  
03 14, 2001, you would look at the permanent  
04 Sunrise table and you would see a record with  
05 the CO or JL. Now today, you look at the  
06 permanent Sunrise table and you still see a CO  
07 in a code or you do not see any disconnect  
08 reason codes?

09 A. We do not see any disconnect reason  
10 codes.

11 Q. Are you still -- is the -- if there  
12 have not been any updates to this procedural  
13 manual that you created --

14 A. I don't know if that's the right  
15 word.

16 Q. -- that you produced.

17 A. Authored.

18 Q. If there have not been any updated  
19 to the document that you've authored, is it  
20 your policy today not to send a direct mail  
21 piece to a order that has a disconnect reason  
22 code of CO?

23 A. Today, that CO code is filtered out.

□0103

01 Q. With respect to a switch for local  
02 service that originates from a CLEC service  
03 order, or let me go back and further  
04 originates from CLEC LSR, going through either  
05 LENS or the LCSC, to your knowledge, would  
06 there ever be a reason not to assign a  
07 disconnect reason code to those orders?



4808  
On behalf of BellSouth Communications.

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JORGE L. CRUZ- BUSTILLO, ESQ.,  
Assistant General Counsel,  
on behalf of Supra Telecom.

ALSO PRESENT VIA TELEPHONE:  
LINDA DODSON  
LEVENT ILERI  
EVERETT BROUSSARD  
JERRY HALLENSTEIN  
CARL VINCENT

- - - - -

I N D E X

WITNESS

DAVID A. NILSON	Page
Continued Direct Examination by Mr. Meza	3

- - - - -

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□

3

1 Thereupon:

2 DAVID A. NILSON

3 was called as a witness and, after having been first  
4 duly sworn, was examined and testified as follows:

5 CONTINUED DIRECT EXAMINATION

6 BY MR. MEZA:

7 Q. Good morning, Mr. Nilson.  
Page 2

8 A. Good morning.

9 Q. Thank you for accommodating my schedule and  
10 meeting with me at this deposition, continued deposition  
11 today.

12 what did you do in the interim between the  
13 conclusion of your deposition on Friday and starting up  
14 the depo again today, which is August 26th, in relation  
15 to the testimony you're going to give today?

16 A. In regards to this docket in its entirety, I  
17 did very little except to inquire a little bit about our  
18 outbound telemarketing.

19 Q. Okay. And what did you find?

20 A. That cold call that you received is part of a  
21 program that's been running for less than 60 days, and  
22 we probably got your telephone number -- not probably,  
23 we got your telephone number from a list of residential  
24 home owners we purchased.

25 Q. And from whom did you purchase the list?

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□

4

1 A. I don't have that information.

2 Q. Is the cold call -- outbound cold call program  
3 still in place? Are you still doing it?

4 A. To the best of my knowledge, yes.

5 Q. Do you have a more updated list than what you  
6 originally used when I was contacted?

7 A. No.

8 Q. Same list?

9 A. Yes.

10 Q. Is the list for just south Florida, or is it  
11 for the entire State of Florida BellSouth region?

12 A. I didn't ask that question.

13 Q. Who did you talk to to find out about  
14 telemarketing outbound?

15 A. Mr. Lambert.

16 Q. Does your testimony change in light of these  
17 new facts relating to Supra's policies relating to CPNI  
18 and the education of those policies on those individuals  
19 who are responsible for making these outbound  
20 telemarketing calls?

21 A. No, only the realization that we do have an  
22 outbound telemarketing program at this time, for the  
23 first time, probably, since 1997.

24 Q. And are these domestic employees making these  
25 calls or international -- or your international folks

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□

5

1 making the calls?

2 A. I believe they're international.

3 Q. Okay. Did you ask Mr. Lambert whether or not  
4 the international employees were -- or how they were  
5 trained relating to the United States CPNI laws?

6 A. Well, I told you in our last conversation that  
7 we have one set of common training rules for all  
8 employees in the call center operations. They were  
9 trained like every other employee --

10 Q. All right.

11 A. -- call center employee.

12 Q. Okay. Can Supra use -- strike that.

13 I believe you testified that Supra does not use  
14 the PMAP line loss report to generate a list of  
15 potential win-back customers; is that correct?

16 A. That's correct.

17 Q. Could Supra use the PMAP line loss report to  
18 identify potential win-back customers?

19 A. Could? I'm not sure I understand what you  
20 mean by could, so let me give you a full answer.

21 Q. Sure.

22 A. When we talked the other day, I was under the  
23 understanding that we were using PMAP to conclude our  
24 billing, to render a final bill to the customers.

25 Q. Yes.

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1 A. That was the other piece of research I did  
2 since we last spoke.

3 Q. Okay.

4 A. While we're aware that we could do that, we are  
5 actually still closing our bills out based on the  
6 BellSouth J bills, so we don't actually have a  
7 functioning interface to PMAP for closing out the bills.  
8 So when you say "could," I would say there's a technical  
9 impediment to being able to do that as part of the  
10 answer.

11 If that's not the question, you were asking --

12 Q. Yeah.

13 A. -- then, logically, I think PMAP has the  
14 ability to inform us of customers who leave for  
15 marketing purposes.

16 Q. I think we were talking on different levels. I  
17 was asking you whether or not Supra could use the fact  
18 that PMAP notifies Supra that it lost a customer to  
19 target that lost customer to come back to Supra.

20 A. Were we to do additional work, we could get  
21 that information from PMAP.

22 Q. What additional work do you need? It tells you  
23 specifically that you lost a customer, gives you the  
24 name, phone number.

25 A. Right, but we don't have people sitting reading

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1 PMAP and making phone calls. We would incorporate that  
2 into a system that would then drive an outbound dialer,  
3 et cetera, et cetera.

4 Q. I see what you're saying. So what you're  
5 saying is that there's not a process currently in place  
6 that mechanically allows supra, or electronically, to  
7 generate a win-back marketing activity in relation to  
8 the PMAP line loss report?

9 A. That's correct. We wouldn't do it manually.

10 Q. Okay. Would you agree with me that all the  
11 information that you would need to identify potential  
12 win-back customers is contained in the PMAP line loss  
13 report?

14 A. I don't know if I could or could not.

15 Q. Well, you would agree with me that the name of  
16 the customer is identified, correct?

17 A. Again, like I said, I haven't looked at PMAP in  
18 about a year and a half.

19 Q. Let's see if we can refresh your recollection.  
20 Are you familiar with Mr. Ruscilli's rebuttal  
21 testimony?

22 A. Yes.

23 Q. Did you review it in relation to this



24 proceeding?

25 A. I reviewed it last week.

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1 Q. Okay. Did you see his exhibit identified as  
2 JAR-1?

3 A. Yes.

4 MR. MEZA: Okay. I'll show it to counsel to  
5 make sure he doesn't have any objection.

6 BY MR. MEZA:

7 Q. And can you identify what this is?

8 A. This is Exhibit JAR-1 to Mr. Ruscilli's  
9 testimony, and it has a heading at the top of the page  
10 that says, "BellSouth Performance Measurement and  
11 Analysis Platform," which is the full name for the  
12 acronym PMAP. Further --

13 Q. What's the date -- I'm sorry. I don't mean to  
14 interrupt you.

15 A. The date of this, the run day is July 23, 2003,  
16 and this happens to be one of many reports in PMAP, the  
17 one entitled, "Line loss notification."

18 Q. All right. And do you see the category named  
19 OCN or field OCN?

20 A. Right. That's Supra's operating company  
21 number.

22 Q. So you're not disputing that this is Supra's  
23 line loss notification report as of July 23, 2003, to  
24 the best of your knowledge?

25 A. No.

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1 Q. Okay. And there is -- on the first page of  
2 Exhibit JAR-1, there are two categories separated by a  
3 line. There's the first category dealing with abandoned  
4 station, and the second category dealing with request to  
5 transfer.

6 I want to focus on the request to transfer  
7 category.

8 A. Yes.

9 Q. You would agree with me that -- well, what is  
10 your understanding of a request to transfer to mean?

11 A. Well, according to the heading in the Request  
12 to Transfer section, it says that the customer has  
13 requested service from another carrier.

14 Q. So they're leaving Supra to go to another  
15 carrier; is that correct?

16 A. That's what it says, yes.

17 Q. And you would agree with me that -- and  
18 although it's redacted and I understand if you cannot  
19 agree with me -- but there are certain category  
20 identifiers in the section entitled Request to Transfer  
21 dealing with telephone number, correct?

22 A. Uh-huh.

23 Q. The name of the customer and the completion  
24 date, which -- what is your understanding of completion  
25 date?

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1 A. I have none.

2 Q. Okay. Do you have any reason to believe that  
3 that is not the date in which the transfer was completed

4 from Supra to another carrier?

5 A. No, not really.

6 Q. So would you agree with me that, at least for  
7 the category of lines attributed to the section Request  
8 to Transfer, that you get the telephone number and name  
9 of a customer that you lost that went to another  
10 carrier; is that correct?

11 A. Yes.

12 Q. Okay. Supra paid for the list of numbers,  
13 residential numbers, that you referenced earlier in your  
14 testimony today; do you know?

15 A. Yes.

16 Q. Why would Supra pay for that information when  
17 it can easily just use the PMAP line loss report to  
18 identify potential win-back customers?

19 A. Oh, two completely different objectives. The  
20 outbound telemarketing program is not a win-back  
21 campaign. It's a campaign to acquire new customers that  
22 aren't currently Supra customers, and in so doing, the  
23 residential homeowner list that we purchased was the  
24 ideal list of customers to contact as a first contact.

25 Q. Is your testimony the same today as it was on

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1 Friday relating to Supra's win-back activities, that  
2 it's minuscule?

3 A. Yes.

4 Q. Okay. So nothing that you learned from Mr.  
5 Lambert changes your testimony relating to Supra's  
6 activities relating to the acquisition of customers that  
7 it has lost?

8 A. That's correct. He didn't identify any  
9 programs in that regard.

10 Q. Okay. Do you know why Supra doesn't have  
11 win-back activities ongoing on a greater scale than what  
12 you testified?

13 A. Well, it might actually be an issue of  
14 manpower.

15 Q. Do you know for a fact, or are you just  
16 speculating?

17 A. Speculating.

18 Q. Do you think it's important in the marketplace  
19 that both our companies face today that we acquire --  
20 attempt to re-acquire customers who leave Supra to go to  
21 another carrier?

22 MR. CRUZ-BUSTILLO: Objection, calls for  
23 speculation.

24 THE WITNESS: I don't know.

25 BY MR. MEZA:

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1 Q. You don't know? You don't think that that's  
2 important?

3 A. Again, if you want me to give you my opinion?

4 Q. Yeah.

5 A. I would -- I would think that customers that  
6 had a bad experience, had a known bad experience should  
7 definitely be contacted.

8 Q. Supra doesn't do that?

9 A. To the extent that we have had correspondence  
10 with customers or Public Service Commission complaints,  
11 yes, we do try to work with the customers in those

12 areas.

13 As far as having an organized program to go  
14 back and identify customers that we lost to contact  
15 them, that's not -- that's not been a very large part of  
16 what we do.

17 Q. Okay. would you agree with me that the FCC has  
18 characterized retention marketing efforts as being  
19 something different than win-back efforts?

20 A. Well --

21 Q. And that's a pretty bad question, so I'm going  
22 to object upon myself and try it again.

23 would you agree that the FCC has described  
24 retention marketing differently than win-back  
25 marketing?

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1 A. I would agree that, in some cases, they  
2 described it identical to win-back, and in other cases  
3 they've made separate rules.

4 Q. Okay. well, let's talk about your  
5 understanding of retention marketing, when that occurs.

6 A. Before the customer -- let's say the customer  
7 is a BellSouth customer. Retention marketing is what  
8 you would do to prevent that customer from becoming a  
9 supra customer or becoming a customer of another ALEC.

10 Q. And do you disagree with that definition of  
11 retention marketing or retention efforts?

12 A. No.

13 Q. So would you agree with the statement that the  
14 concept of win-back can be divided into two distinct  
15 types of marketing, marketing intended to either, one,

16 regain a customer or, two, retain a customer? Do you  
17 agree with that?

18 A. Again, like I said, in reading the FCC orders,  
19 there's pieces of retention marketing that are identical  
20 to win-back rules, and there's pieces that are  
21 separate. If you look hard enough, you can make both  
22 cases.

23 Q. Right, but you would agree with, fundamentally,  
24 they are two separate concepts?

25 A. Predominantly because, in one case, the

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1 customer hasn't left, and the other case, the customer  
2 has left.

3 Q. And your position is that if you read the  
4 rules, that some of the rules or all of the rules are  
5 the same for retention and win-back; is that your  
6 position?

7 A. Can you repeat that, please?

8 Q. And your position is that some of the rules, or  
9 maybe even all of the rules, are the same for both  
10 retention and regaining?

11 A. I said there's places where the rules are the  
12 same. There's places where the rules are different.

13 Q. So you do agree that there are some different  
14 rules for retention marketing activities versus win-back  
15 marketing activities?

16 A. Certainly, in win-back you have a prohibition  
17 on not contacting the customer within a certain time  
18 frame.

19 Q. Okay. Do you have any reason to believe that

20 when the FCC used the phrase "retention," that it's  
21 talking about something other than what it has defined,  
22 and I'm going to show you the specific paragraph --

23 A. That would help.

24 Q. -- of FCC Order 99-223, issued on September  
25 3rd, 1999, Paragraph 65, and I've highlighted for you

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1 what I think to be the relevant provision, but feel free  
2 to read as much as you want.

3 MR. CRUZ-BUSTILLO: Okay. Look at the  
4 highlighted portion and all of 65.

5 THE WITNESS: I've read it.

6 BY MR. MEZA:

7 Q. Do you have any reason to believe that when the  
8 FCC uses the word "retention," that it's referring to  
9 something other than the situation that's defined in  
10 Paragraph 65, which is marketing activities to a  
11 customer prior to the complete conversion of that  
12 customer to a competitor?

13 A. No.

14 Q. Okay.

15 A. What this does, this shows the example where  
16 win-back is used to talk about both situations, but then  
17 they prohibit themselves from using win-back further to  
18 talk about retention, which is the confusing aspect.

19 Q. Yeah, but you would agree with me that when the  
20 FCC uses the word "retention," it's talking specifically  
21 about the situation where a customer is in transition, a  
22 pending order situation --

23 A. Uh-huh.

24 Q. -- where they've submitted an order to switch  
25 to Supra, BellSouth has yet to complete that conversion

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1 order, and BellSouth initiates some marketing activities  
2 while that conversion order is pending?

3 A. Well, I agree that's a piece of retention, but  
4 I think that's a subset of the entire retention issue.

5 Q. Well, what else is retention?

6 A. Well, I'm not clear that, in that definition,  
7 that they include a prerequisite of having already  
8 received a CLEC order to convert. I know that was  
9 discussed in the FPSC case, but I don't see it mentioned  
10 in that particular paragraph.

11 Q. So what you're saying is that retention isn't  
12 necessarily triggered by a CLEC LSR? It's just any  
13 attempt to persuade the customer not to switch?

14 A. As I understand that paragraph, in that  
15 paragraph, they're talking about the broad scale of  
16 retention, which would include any activities you  
17 undertake while the customer is yours --

18 Q. Okay.

19 A. -- and not that limited subset that happens  
20 after a CLEC LSR.

21 Q. I don't think we have a disagreement on that.

22 Is it Supra's position in this case that  
23 BellSouth is using pending orders to trigger marketing  
24 activities through Operation Sunrise?

25 A. I'm not certain if we made that claim or not.

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1 Q. Okay. Today, do you know if Supra is  
2 contending -- are you contending that BellSouth uses  
3 pending orders in sunrise?

4 A. I don't think we made that claim. I don't  
5 think that's our position at this point.

6 Q. So you would agree with me that sunrise relates  
7 to completed disconnect or service orders --

8 MR. CRUZ-BUSTILLO: Objection to form.

9 MR. MEZA: -- in the acquisition?

10 MR. CRUZ-BUSTILLO: Objection to form, because  
11 they are pending at some point in the whole operation  
12 when they reach the bottom. Since we are in agreement  
13 on what happens, it's pending somewhere upstream, and  
14 downstream they become -- they are not used until --

15 MR. MEZA: I'll rephrase it.

16 BY MR. MEZA:

17 Q. The leads that are generated from the Permanent  
18 2, would you agree with me that those leads were the  
19 result of completed disconnect orders, as far as you  
20 understand the sunrise operation process?

21 A. Well, that's been the testimony I heard, and my  
22 only problem with saying it unequivocally as to that is  
23 that it's not always been clear what specific mechanism  
24 considers an order completed in order to move it in the  
25 sunrise table.

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1 I know we questioned Mr. Wolfe on that. I  
2 wasn't particularly clear at what stage in the process  
3 of an order it's considered completed. For example, as  
4 you may know, an order can be physically completed and

5 then still run into clarifications after the physical  
6 work is done, due to billing errors, post-completion  
7 hold errors.

8           This is what comes to mind, and so I'm not real  
9 clear if the Sunrise system escapes that kind of problem  
10 or whether it would include it.

11       Q.   But you're not contending that we are using  
12 pending orders?

13       A.   I don't see that it's your intent to use  
14 pending orders.

15       Q.   Okay. Now, Friday you testified that it's your  
16 belief, based upon hearing Mr. Wolfe's testimony, that  
17 Sunrise is capturing CLEC-to-CLEC orders, CLEC-to-BST  
18 orders, and conversion orders from resale to UNE-P?  
19 Remember that?

20       A.   I remember we had that discussion.

21       Q.   Okay. And I just want to make sure that I  
22 understand that your understanding of why -- the basis  
23 for your understanding is based on Mr. Wolfe's  
24 testimony; is that correct?

25       A.   Mr. Wolfe's testimony and the documents

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1 produced in discovery.

2       Q.   Which specific documents? Are you relating to  
3 the R-5 discovery or the discovery that BellSouth  
4 produced in this proceeding?

5       A.   Well, certainly the R-5 discovery as it related  
6 to sunrise work orders.

7       Q.   And do you know what --

8       A.   And that those being the most recent.

9 Q. Do you know -- that wasn't attached to your  
10 testimony as an exhibit, was it?

11 A. No, these were specifically the more recent  
12 exhibits that were used in Mr. Wolfe's deposition.

13 Q. Okay. Anything else from your exhibits or from  
14 your testimony or from something that we've produced to  
15 supra in discovery in this proceeding?

16 A. Let me check my exhibit list --

17 Q. Sure.

18 A. -- because there's several exhibits to my  
19 testimony that -- do you have a copy of my testimony  
20 that's not missing the exhibit list pages?

21 Q. I do. I have marked some Xs on ones that --

22 MR. CRUZ-BUSTILLO: Yeah, don't worry about it.

23 MR. MEZA: -- the ones I didn't like.

24 MR. CRUZ-BUSTILLO: The ones you didn't like.

25 What was this one?

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1 THE WITNESS: Which one?

2 MR. CRUZ-BUSTILLO: What was this one about?

3 THE WITNESS: This one?

4 MR. CRUZ-BUSTILLO: Yeah.

5 THE WITNESS: That's --

6 MR. MEZA: Okay. Hold on. I don't think it's  
7 proper for you to ask him questions in the pending --

8 MR. CRUZ-BUSTILLO: All right.

9 THE WITNESS: I would say Exhibits DAN-6, 7, 8  
10 and 9 form the basis to -- although some of those are  
11 older than the exhibits I referred to.

12 One point, though. When we started this line  
Page 17

13 of questioning, you referred to statements that I made  
14 regarding what Sunrise acts on. As I recall, when we  
15 talked Friday, we were talking about records getting  
16 into a table as opposed to Sunrise actually operating on  
17 those records, because I made different testimony  
18 regarding, for example, the case where customers switch  
19 back to BellSouth. I said it was obvious that Sunrise  
20 wouldn't send mailings on that.

21 BY MR. MEZA:

22 Q. But you didn't make that distinction for the  
23 CLEC-to-CLEC migration, or did you?

24 A. I'm not sure if you asked me.

25 Q. I'm asking you now, then. Did Sunrise use

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1 CLEC-to-CLEC migration order information, to the best of  
2 your knowledge?

3 A. Well, again, the answer to that would be based  
4 on exactly what DCR code was assigned to that. If  
5 that -- if that CLEC-to-CLEC migration is assigned a  
6 competitive disconnect code by the LCSC, then it would  
7 make its way all the way through the Sunrise table,  
8 unlike the move back to BellSouth, which would only make  
9 it as far as a temporary table and be purged at that  
10 stage.

11 Q. Okay. So if the CLEC-to-CLEC order contained a  
12 disconnect reason code of RR, do you know what that  
13 is -- or TR?

14 MR. CRUZ-BUSTILLO: I think it's RT.

15 BY MR. MEZA:

16 Q. RT, what is that?

17 A. RT, it's a reseller transfer, I believe.

18 Q. And --

19 A. And if I recall, that's one of the DCRs that's  
20 purged out of the temporary table.

21 Q. All right. Who wrote your direct testimony?

22 A. I did.

23 Q. I notice that in describing your work  
24 experience, you didn't reference any experience relating  
25 to federal or state CPNI laws or rules; is that

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1 accurate?

2 A. I'm not real clear on what credentials I could  
3 claim, or anyone could claim in that regard. I mean,  
4 there's a law, and I'm not aware of any degree or  
5 educational program to become accredited in that  
6 regard.

7 Q. So the answer to my question is, no, you didn't  
8 reference any specialized training regarding CPNI in  
9 your background or experience?

10 A. That's correct.

11 Q. Do you consider yourself an expert on federal  
12 CPNI law?

13 A. I don't know what one has to do to be  
14 considered an expert in that regard.

15 Q. Okay. Do you believe that the Commission  
16 should believe your interpretation over Mr. Ruscilli's  
17 interpretation or my interpretation of how the CPNI laws  
18 should be applied to the facts in this case?

19 A. Why, certainly.

20 Q. And what is the basis for that belief?

21 A. The testimony I make is consistent with the  
22 rules and the regulations.

23 Q. Based upon your understanding of those rules  
24 and regulations?

25 A. That's correct.

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1 Q. Starting on Page 6, you have a caption or a  
2 heading entitled "OSS Overview," and I know that on  
3 Friday we cleared up some issues relating to what I  
4 perceived to be indirect claims Supra was making in  
5 relation to the different interfaces Supra uses compared  
6 to the retail side, but, in general, where did you  
7 obtain your understanding of BellSouth's OSS?

8 A. In terms of the OSS, obviously, I received  
9 input from many places, largely from BellSouth public  
10 documents, BellSouth documents that were provided in  
11 discovery, training programs that I took with other  
12 ILECs, the experience of actually placing orders or  
13 processing orders with the BellSouth system and seeing  
14 the results of the system, and the testimony of various  
15 BellSouth witnesses and experts, both in the OSS dockets  
16 before the FPSC and in various Supra dockets, as well.

17 Q. So would you agree with me, or would it be a  
18 fair characterization to say that the majority of your  
19 understanding of BellSouth's OSS came from BellSouth  
20 documents or BellSouth testimony?

21 A. Yes, I think it makes perfect sense that when  
22 we are discussing proprietary software, that the people  
23 who wrote the software are the people that would tend to  
24 have the documentation to explain it.

25 Q. From Pages 6 to 14, can you identify any

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1 portion of your testimony that did not come from  
2 BellSouth or a document provided by BellSouth, and I  
3 want you to stop at 11. not 14. I'm sorry.

4 A. On the top of Page 7 where I point out the  
5 distinction without a difference -- that it's my opinion  
6 that it's a distinction without a difference having  
7 computers view information that human beings are  
8 prohibited from viewing.

9 Q. What line are you at on Page 7?

10 A. Line 1.

11 Q. Where do you see this distinction without a  
12 difference reference on Page 7? We're looking at the  
13 same testimony?

14 A. Let me look at your version. Maybe I have an  
15 old --

16 MR. CRUZ-BUSTILLO: I'm just looking at Page 7.

17 THE WITNESS: I'm sorry. I'm in my rebuttal  
18 testimony. You're in the direct testimony?

19 BY MR. MEZA:

20 Q. Yeah, from Page 6 to 11.

21 A. Sorry.

22 Q. That's okay.

23 A. I'm in the wrong document.

24 Okay. Page 6, Lines 13 through 21 is my  
25 description or my attempt to put into play the language

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1 the way the pieces of BellSouth's OSS fit together.

2 Q. But before you move on, you would agree with me  
3 that your interpretation is based upon documents or  
4 testimony that BellSouth originally provided to you?  
5 You don't have this independent knowledge of BellSouth's  
6 OSS?

7 A. Not as it refers to these lines. We'll get to  
8 that more. I would tend to agree pretty much in regards  
9 to Page 7, except I'll make mention of the fact that  
10 BellSouth is not the only ILEC that uses CRIS and SOCS,  
11 and I am personally familiar with some of the people  
12 that wrote the code for CRIS, as you are, the  
13 consultants at Engle, so what I've learned about CRIS is  
14 also from what they told me went into CRIS when it was  
15 first constructed.

16 Q. Okay.

17 A. Certainly LFACS and COSMOS are fairly industry  
18 standard things, and I've learned not only from  
19 BellSouth but from Telcordia, the author, and from  
20 Southwestern Bell Telephone through training programs  
21 there.

22 I would say the rest of Page 8, I would agree  
23 with you on.

24 What I know about EDI comes from quite a large  
25 number of other companies, both ILECs, software

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1 companies that have implemented EDI, and standards  
2 organizations.

3 EDI is a fairly industry-neutral standard that  
4 has had telecommunications customizations placed upon



5 it, so understanding EDI is not strictly a BellSouth  
6 issue.

7 Q. What about TAG?

8 A. What I know about TAG itself is from BellSouth.  
9 What I know about CORBA comes from other sources. CORBA  
10 is largely the -- I like to think of it as the UNIX  
11 version of Active-X controls under Windows. It's a  
12 standard by which objects are transportable between  
13 software systems.

14 Obviously, my familiarity with the Telcordia  
15 LSOG and ASOG come from those documents themselves and  
16 not from BellSouth, as does RSAG.

17 Over on Page 10 where I get into paper orders,  
18 starting on Line 9, paper LSRs are more nearly industry  
19 standard, although, obviously, the specific local  
20 customizations to the LSOG that BellSouth makes I  
21 learned from BellSouth, because you do it differently  
22 than Southwestern Bell and differently than Verizon does  
23 the same thing.

24 Q. I'd like you to stop on Line 14.

25 A. I'm sorry?

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1 Q. Stop on Line 14 on Page 11.

2 A. Okay.

3 Q. Okay. So I think -- make sure I understand  
4 what you're -- what you just testified to is that the  
5 information that you set forth on Pages 6 to 11  
6 describing BellSouth's OSS either came from BellSouth  
7 itself or industry standards or descriptions that you've  
8 come across in your employment at supra?

- 9 A. Or from using the systems themselves.
- 10 Q. Or from using the systems?
- 11 A. Yes.
- 12 Q. Okay. Now, on Page 10, Lines 9 to 10, you  
13 state, "Paper orders are required for virtually all  
14 services except POTS."
- 15 A. Yes, sir.
- 16 Q. What's the basis for that statement?
- 17 A. BellSouth business rules.
- 18 Q. Okay. And what services specifically are paper  
19 orders required?
- 20 A. All complex services, anything from a simple  
21 two-wire ISD and BRI, PRI, T-1 service. Like I said,  
22 virtually any service that's not POTS service results in  
23 a complex order which is involved with the servicing  
24 inquiry, paper service inquiry, followed by an order.
- 25 Q. What percentage of supra's orders are required

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- 1 to be submitted manually? Another way to say it, are  
2 not regular POTS lines?
- 3 A. Well, those two statements don't accurately  
4 track.
- 5 Q. Okay. Answer the first one.
- 6 A. I don't have a precise number on the number of  
7 orders that are required to be submitted manually. We  
8 predominantly issue POTS orders, greater than 99  
9 percent. That doesn't necessarily mean that every POTS  
10 order we issue can be submitted electronically. We get  
11 into situations oftentimes with customer billing where  
12 the LCSC tells us to submit a paper order.

13 Q. Okay. Well, let me see if I can clarify the  
14 question. For those business rules that you're  
15 referencing on Page 10, Lines 9 through 10, which  
16 require manual submission of an order, is it your  
17 testimony that that applies to less than one percent of  
18 Supra's orders?

19 A. For which category now?

20 Q. I'm trying to understand the magnitude of your  
21 statement that paper orders are required for virtually  
22 all services except POTS, and you testified that Supra  
23 submits, over 99 percent of the time, POTS orders.

24 A. That's correct.

25 Q. Okay. No further questions on that.

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1 Go to Page 14, Lines 25 through 29, following  
2 on Page 15, Lines 1 through 4, and let me know when  
3 you've had a chance to read it.

4 A. All right.

5 Q. Okay. What is the basis of your knowledge  
6 regarding the --

7 A. Exhibit DAN-17 to my direct testimony.

8 Q. And what did you mean in saying, and I quote,  
9 "Thus, a common TCP/IP over Ethernet connection serves  
10 to provide access to" -- I have a typo here. Is it LL  
11 or all?

12 A. All.

13 Q. -- "all BellSouth's OSS is directly via BOSIP.  
14 All that is needed is a simple, common Ethernet jumper  
15 wire between existing TCP/IP LAN and the router in  
16 BellSouth's data center connecting to the BOSIP network

17 to a connection."

18 what does that mean?

19 A. That really comes from the quote or the cite  
20 immediately above it, and what that means is that,  
21 within your data processing infrastructure, you have  
22 essentially two data communication regimes. Your newer  
23 systems are all connected together via TCP/IP over  
24 Ethernet, things like LENS, TAG, et cetera.

25 Your older systems, which execute on

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1 mainframes, use a mainframe communication protocol  
2 that's known as bisynchronous, also known as 3270, is  
3 the actual specification for that protocol, something  
4 I've done a lot of work with in the past.

5 In order to facilitate communications between  
6 the older data communication regime and the newer data  
7 communication regime, you guys have installed Hewlett  
8 Packard 7050 computers essentially as protocol  
9 translators between the two networks in such a fashion  
10 that a work station sitting on the TCP/IP over Ethernet  
11 system can easily and simply access the older  
12 bisynchronous protocol systems operating on the  
13 mainframe by running through one of these gateway  
14 translators and accessing the data, you know, if the  
15 security allows for it.

16 Q. Okay. And is this statement in reference to  
17 your testimony relating to the different interfaces that  
18 CLECs use and BellSouth's retail side uses to submit  
19 orders?

20 I mean, I'm trying to understand why this is

21 even in here.

22 A. You built a platform that allows things like  
23 sunrise to be added to it in a relatively simple  
24 fashion, provided it's authorized to do so.

25 Q. So it's not related to your testimony preceding

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1 that, in relation to -- or following that testimony in  
2 relation to the different ordering mechanisms that you  
3 believe provide discriminatory or don't provide  
4 nondiscriminatory access?

5 A. Like I told you Friday, we differ on that  
6 matter, but I'm not raising it here. This paragraph is  
7 here simply to show how relatively easy it is, using  
8 modern architecture, which I would consider to be TCP/IP  
9 over Ethernet, to not only talk to the BellSouth new  
10 systems that were built on that protocol, but actually  
11 get access to the mainframe systems so that a system  
12 like Sunrise can be put together simply using modern-day  
13 programming tools and not have to delve into the  
14 intricacies of interfacing the mainframes, because  
15 you've done that on a global -- on a network basis.

16 Q. Why is that important for you to point out,  
17 the fact that it's easy to establish something like  
18 Sunrise?

19 A. Well, it chose the ability of a system like  
20 Sunrise to get access to all the various data that it  
21 needs to do its operation.

22 Q. Okay.

23 A. There's no real technical impediments to  
24 accessing records from any system.

25 Q. In your opinion?

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1 A. Well, yeah, that is something I've done for the  
2 last 30 years.

3 Q. I'm not challenging your opinion. I'm just  
4 saying it's based upon your opinion?

5 A. Yes.

6 MR. MEZA: Jorge, can we take a five-minute  
7 health break?

8 MR. CRUZ-BUSTILLO: Sure, absolutely.

9 (Thereupon, a recess was taken.)

10 BY MR. MEZA:

11 Q. Mr. Nilson, are you familiar with CARE data?

12 A. I am.

13 Q. Does Supra receive CARE data?

14 A. Well, we certainly -- we certainly generate  
15 input into the CARE system, and we receive, as I  
16 understand it, a report on paper of PIC and LPIC  
17 changes, which, while it represents CARE information,  
18 I'm not 100 percent sure if it's fully CARE data, but  
19 for all intents and purposes, we get the information.

20 Q. So when you lose an LPIC customer, you're  
21 notified of that? Do you agree with that statement?

22 A. No, I don't.

23 Q. You don't? You don't get notified?

24 A. To the best of my knowledge, we have no LPIC  
25 customers. All of our customers that subscribe, for

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1 example, to Total Solution, we subcontract that from

2 BellSouth, CIC Code 94-17.

3 Q. What about -- I'm sorry. I didn't mean to  
4 interrupt you.

5 What about your basic retail line customers who  
6 make an inter-LATA toll call? Are you saying that Supra  
7 is never the inter-LATA toll provider?

8 A. Up until today, as we speak, I think that's a  
9 true statement, yes. Supra has never been the  
10 inter-LATA provider.

11 Q. Do you know if CARE data -- that if a customer  
12 in switching their LPIC also switches their local  
13 service provider at the same transaction, if CARE data  
14 provides notification of both the loss of the LPIC and  
15 the loss of the customer on the local side?

16 A. Say that again.

17 Q. Okay. Let's take -- for instance, let's use a  
18 third party that's not involved in this case, an AT&T  
19 local customer.

20 A. Okay.

21 Q. AT&T is also the LPIC for the customer.  
22 AT&T -- the customer switches both local service and  
23 LPIC to another carrier. Would the CARE data relating  
24 to that transaction reflect the loss relating to the  
25 LPIC and the local service or just the LPIC?

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1 A. Both. As a matter of fact, at one time, I  
2 would say going back to the June, July, August 2000 time  
3 frame, we had serious problems and a rash of Public  
4 Service Commission complaints because when we would  
5 convert a customer from BellSouth retail to Supra,

6 BellSouth's CARE system would send a message to, in your  
7 example, AT&T saying that the customer was no longer a  
8 BellSouth customer.

9           What would happen then is that customer would  
10 lose any preferential pricing plans they had and  
11 essentially be reduced to being billed at a casual  
12 calling rate, even though they may have built up a  
13 preferential discount over 40 years of service.

14           So yes, the notices -- the notices that a  
15 customer leaves one carrier for local service are  
16 included in CARE. At one time, those notices were a lot  
17 noisier than they are now and you had to back off on  
18 that because it was causing complains and problems.

19       Q.   Okay. Do you have a problem with the fact that  
20 CARE tells BellSouth that it lost an LPIC customer and a  
21 local service customer?

22       A.   Well, BellSouth already knew. I mean, first,  
23 they knew because we issued the LSR.

24       Q.   I'm saying --

25       A.   And then the LSR flowed into CARE.

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1       Q.   Okay.

2           MR. CRUZ-BUSTILLO: Objection to the fact  
3 that --

4           THE WITNESS: And then CARE got published.

5 BY MR. MEZA:

6       Q.   Let me characterize -- rephrase my question to  
7 state it another way.

8           Does Supra believe that the retail side is  
9 notified through CARE that it lost an LPIC customer and



10 a local service customer?

11 MR. CRUZ-BUSTILLO: Objection to form. Who on  
12 the retail side?

13 MR. MEZA: The retail side, the marketing  
14 department on the retail side --

15 MR. CRUZ-BUSTILLO: Marketing.

16 BY MR. MEZA:

17 Q. -- is notified from CARE that BellSouth lost an  
18 LPIC customer and a local service customer.

19 Is that notification violative of any CPNI  
20 laws?

21 A. You're saying when the customer was a BellSouth  
22 retail customer?

23 Q. And LPIC.

24 A. And using BellSouth for LPIC?

25 Q. Yeah.

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1 A. Then they -- and they get notified that both  
2 those situations changed --

3 MR. CRUZ-BUSTILLO: Talking about -- finish,  
4 Dave.

5 THE WITNESS: -- as a result of that --

6 BY MR. MEZA:

7 Q. Transaction.

8 A. -- transaction?

9 Okay. I understand the situation now. What  
10 was the question?

11 Q. The question is, in that situation, is the  
12 notification through the CARE data to BellSouth's retail  
13 side in the marketing department violative of CPNI law?

14 A. Yes.

15 Q. Why?

16 A. Because that information is the result of a  
17 wholesale order, and by FCC Order 03-42, Paragraph 28,  
18 you're not allowed to use any information derived from a  
19 wholesale order in any carrier marketing activity at  
20 all. So yes, I have a problem with that.

21 Q. Is it also your opinion that if we were just  
22 notified of the loss of an LPIC customer, that that is  
23 also violative of CPNI law?

24 A. Who's "we"?

25 Q. BellSouth.

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1 MR. CRUZ-BUSTILLO: Who at BellSouth?

2 MR. MEZA: BellSouth retail.

3 MR. CRUZ-BUSTILLO: But who at BellSouth  
4 retail?

5 THE WITNESS: I mean, are we talking about the  
6 cessation of billing through CRIS, or are we talking  
7 about marketing efforts?

8 BY MR. MEZA:

9 Q. CARE data. CARE data telling BellSouth retail  
10 that they lost an LPIC customer.

11 MR. CRUZ-BUSTILLO: Objection to form.

12 THE WITNESS: You know, I mean, that's a very  
13 broad question. It includes areas of BellSouth where I  
14 think they're entitled to get that information, and it  
15 includes areas from BellSouth where I think they're not  
16 entitled to get that information.

17 BY MR. MEZA:

18 Q. All right. BellSouth's marketing?

19 A. Not entitled.

20 Q. Under an LPIC notification?

21 A. Not when it comes from competitive disconnect,  
22 no.

23 Now, the fact of the matter is, in Supra's  
24 case, chances are when we take that customer from  
25 BellSouth, you're going to get -- you're actually going

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1 to get an LPIC win, not an LPIC loss. In better than 63  
2 percent of the time, you're going to get a win, not a  
3 loss, but that's a side issue, because all of our Total  
4 solutions customers are LPIC to BellSouth.

5 Q. Why is that?

6 A. That's the way we implement the product.

7 Q. Do you ask them if they want to be BellSouth  
8 customers?

9 A. No, a Total solution customer is a BellSouth  
10 local toll customer, period. That's the way the product  
11 is implemented.

12 Q. How can you make that decision for the  
13 customer?

14 A. That's what the product is.

15 Q. Okay.

16 A. The customer can choose to have a different  
17 carrier, but they can't get the same rate plan.

18 MR. CRUZ-BUSTILLO: They're a local --

19 MR. MEZA: I don't want your explanation,

20 Jorge. Thank you.

21 MR. CRUZ-BUSTILLO: All right.

22 BY MR. MEZA:

23 Q. Okay. Go to Page 17, Lines 1 and 2. Where in  
24 the key customer order, and when I refer to the key  
25 customer order, I'm referring to Order Number

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1 PSC-03-0726-FOF-TP, does the Florida Public Service  
2 Commission state that BellSouth must use, quote,  
3 commercially available information in a form available  
4 throughout the retail industry?

5 I'm handing you the order now.

6 A. It would be between Pages 44 and 48, if memory  
7 serves me right.

8 MR. CRUZ-BUSTILLO: I'm pointing out the page  
9 number, that's all.

10 (Discussion off the record.)

11 THE WITNESS: I would say it begins --

12 BY MR. MEZA:

13 Q. Now, specifically let me ask my question. I'm  
14 quoting your direct testimony where they say, quote,  
15 BellSouth must use commercially available information in  
16 a form available throughout the retail industry.

17 A. I don't see any quotes in my answer.

18 Q. I'm quoting you.

19 A. Okay.

20 Q. They must use commercially available  
21 information in a form available throughout the retail  
22 industry.

23 Where is that specific sentence found in the  
24 key customer order?

25 A. Okay. Once again, bottom of Page 46, top of  
Page 34

1 Page 47, where the PSC quotes the FCC order 03-42,  
2 Paragraphs 27 and 28. It's in Paragraph 27.

3 Q. Paragraph 27, okay.

4 MR. MEZA: Okay. Jorge, I'm going to have to  
5 ask you to stop pointing out --

6 MR. CRUZ-BUSTILLO: You're right. For the  
7 record, I was pointing to something. Okay, correct.

8 BY MR. MEZA:

9 Q. Here's Paragraph 27. If you can find for me  
10 where it says commercially available information in a  
11 form available throughout the retail industry.

12 A. Mr. Meza, I've already told you once before, my  
13 answer does not use quotation marks to where I'm quoting  
14 literally from the document. My answer paraphrases it.  
15 So if you're looking for -- I mean, if you're trying to  
16 trip me up on one or two words --

17 Q. No, no, I'm not trying to trip you up.

18 A. -- it's not going to happen.

19 Q. I don't see anywhere in Paragraph 27 -- just  
20 give me one look at it.

21 A. All right. "We clarified to the extent that  
22 the retail arm of an executing carrier obtains carrier  
23 change information through its normal channels in a form  
24 available throughout the retail industry and after the  
25 carrier change has been implemented, such as in

1 disconnect reports, we do not prohibit the use of that

2 information in executing carriers' win-back efforts."

3 Q. Okay.

4 A. "This is consistent with our finding in the  
5 second report and order that an executing carrier may  
6 rely on its own information regarding carrier changes in  
7 win-back marketing efforts so long as the information is  
8 not derived exclusively from its status as an executing  
9 carrier. Under these circumstances, the potential for  
10 anticompetitive behavior by an executing carrier is  
11 curtailed because competitors have access to equivalent  
12 information for use in their own marketing and win-back  
13 operations. We emphasize that when engaging in such  
14 marketing, an executing carrier may only use information  
15 that its retail operations obtain in the normal course  
16 of business. Executing carriers may not at any time in  
17 the carrier marketing process rely on specific  
18 information they obtained from submitting carriers due  
19 solely to their position as executing carriers."

20 Q. Okay. Thank you.

21 A. You want me to stop?

22 Q. Yes.

23 A. There's more, but --

24 Q. And I'm focusing on the phrase that you used in  
25 paraphrasing Paragraph 27, "commercially available

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1 information."

2 Are you saying that that's the same as, in your  
3 opinion, the same as --

4 A. Let me answer the question.

5 Q. -- available throughout the retail industry?

6 A. I say that commercially available information  
7 in a form available throughout the retail industry is  
8 the same thing as carrier change information through its  
9 normal channels in a form available throughout the  
10 retail industry.

11 Q. Okay. Thank you.

12 Now, move on to Lines 9 and 10 of your direct  
13 testimony.

14 A. What page?

15 Q. Page 17.

16 A. Okay.

17 Q. What is the basis for your statement that, "In  
18 reality, the so-called retail customer disconnects are  
19 the result of an ALEC LSR. When Supra wins a customer  
20 from BellSouth, BellSouth doesn't know to put in a  
21 disconnect order, they receive a conversion order from  
22 Supra."

23 What's the basis for that statement?

24 A. When customers -- when customers change  
25 carriers, by and large, they notify the acquiring

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1 carrier with no further notification to the losing  
2 carrier. It's not 100 percent of the time. You will  
3 find exceptions to that rule, but in my estimation, it's  
4 greater than 98 percent of the time.

5 That's based on what I've heard your witnesses  
6 testify to previously, and it's consistent with our  
7 experience here at Supra.

8 Q. Okay.

9 A. Most of the time, we don't get prior notice of

10 a loss. The customer is just gone.

11 Q. What do you mean by the statement, "when Supra  
12 wins a customer from Bellsouth, Bellsouth doesn't know  
13 to put in a disconnect order, they receive a conversion  
14 order from Supra"?

15 A. We're specifically talking about a retail CSR  
16 putting in a disconnect order with a disconnect reason  
17 of CO in this regard. I'm not talking about what the  
18 LCSC does through a competitive disconnect. I'm  
19 strictly talking about a retail CSR and coding a  
20 disconnect with a CO.

21 And the reason for that is very simple -- or  
22 the proof of that is very simple. The vast majority of  
23 the orders that Supra submits to Bellsouth are change  
24 or change as is or change -- switch as is and switch  
25 with changes, okay?

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1 Q. Okay.

2 A. Were a retail CSR to put in a disconnect order  
3 because of a customer notification, it's not possible to  
4 do a change. The line is disconnected. You would have  
5 to do new service. So the proof is there.

6 Q. The proof is there supporting your position  
7 that the majority of orders come in through your ALEC  
8 LSR and not through the retail side? Is that what the  
9 proof is?

10 MR. CRUZ-BUSTILLO: Objection to form.

11 THE WITNESS: No, the proof is there based on  
12 the vast number of orders we submit to you as switch as  
13 is or switch with changes, that there wasn't a prior



14 disconnect in the line done through BellSouth retail.

15 BY MR. MEZA:

16 Q. Okay. Is this statement in relation or related  
17 to -- I believe your contention is that in a single C  
18 order, no disconnect order is generated? There is no D  
19 order?

20 A. This is -- this is my characterization of what  
21 volume of orders have a disconnect that's coded by the  
22 LCSC as opposed to what volume of orders have a  
23 disconnect coded by BellSouth retail CSRs.

24 Q. Is it Supra's position that Sunrise is doing  
25 something improperly because it harvests single C change

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1 orders, rather than disconnect orders?

2 MR. CRUZ-BUSTILLO: Objection to form.

3 THE WITNESS: You know, my answer to that  
4 would be look at FCC Order 03-42, Paragraph 28, where it  
5 says, "Executing carriers may not at any time in the  
6 carrier marketing process rely on specific information  
7 they obtained from submitting carriers due solely to  
8 their position as an executing carrier."

9 It would be my contention that that applies  
10 equally to D & N orders and to single C orders.

11 Now, my testimony in regards to C orders versus  
12 D & N orders is essentially in rebuttal to what I've  
13 heard BellSouth's position to be prior to this, and  
14 particularly the Dick Anderson training videos and Power  
15 Point presentations, which make an explicit statement  
16 that the D order belongs to BellSouth retail and they  
17 have the perfect right to key off of that and making the

18 contention, obviously, in a single C world, that issue  
19 is not -- while I don't agree with what Mr. Anderson put  
20 in his training, it's far more money in a single C  
21 world.

22 BY MR. MEZA:

23 Q. You're not suggesting that BellSouth's OSS  
24 treats a D order differently than a single C order  
25 relating to the disconnection of service associated with

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1 that order, are you?

2 A. I don't even understand your question.

3 Q. Okay. You're not taking the position that in a  
4 single C conversion order, there isn't -- BellSouth's  
5 OSS does not -- strike that.

6 In a single C --

7 A. Would you like me to help you out?

8 Q. Yes.

9 A. I believe that whether a D & N order is issued  
10 or whether a single C order is issued, the same  
11 technician's role and do the same activities to  
12 disconnect the telephone service.

13 Q. What about in relation to BellSouth's OSS?

14 A. I would think BellSouth's OSS would have to  
15 give them the same triggers and notifications in either  
16 case.

17 Q. Okay. So you would agree that in a single C  
18 change and in a disconnect order, there has to be some  
19 notification to actually disconnect the service on the  
20 BellSouth side?

21 MR. CRUZ-BUSTILLO: Objection.

22 THE WITNESS: At least -- you know, at least  
23 in regard to the billing. Obviously, you know, when  
24 it's a switch as is, all you're doing is making a  
25 billing change. You're not touching anything else, but

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1 I generally do agree with what you're saying.

2 BY MR. MEZA:

3 Q. When I read your testimony relating to single  
4 C, I was under the impression that you are saying that  
5 because no D orders are generated, that means BellSouth  
6 must be communicating with the wholesale side to  
7 identify the single C orders, because Sunrise is  
8 triggered by disconnect orders. Is that accurate or is  
9 that not accurate?

10 MR. CRUZ-BUSTILLO: Objection.

11 THE WITNESS: It's a little fuzzy. I mean, my  
12 real concern gets back to the exhibits I presented on  
13 the training on competitive landscape that was authored  
14 by Mr. Anderson, and the video associated with that,  
15 where I have a huge problem with what's in that document  
16 as saying that the disconnect order is solely  
17 BellSouth's possession and you're allowed to key  
18 marketing activities off of it.

19 I don't think the FCC order allows you that  
20 flexibility, and I wanted to make the point that the  
21 Public Service Commission should consider whether or not  
22 in a D & N world there's something valid to what he says  
23 that it positively couldn't be true in a single C  
24 world.

25 BY MR. MEZA:

1 Q. Okay. Well, let me cut to the chase.

2 A. I don't think it's -- I don't think it's a  
3 valid use of the D order in either case.

4 Q. Okay. Is it your position that, regardless of  
5 how an order is submitted, whether it's a D order or a  
6 single C, the fact that BellSouth uses or does not use  
7 that order, that ALEC LSR to initiate certain activities  
8 in Sunrise, that's violative of CPNI? Whether it's a D  
9 order or a C order, or a single C, doesn't concern you?

10 MR. CRUZ-BUSTILLO: Objection to form, only  
11 because you mentioned about CPNI, because we are doing  
12 carrier to carrier.

13 MR. MEZA: Okay. That's fair enough.

14 THE WITNESS: No, I think -- you know, I think  
15 your technical groups and your billing groups have to  
16 have that notification. You know, to a certain extent,  
17 you may make a case that virtually all of BellSouth  
18 Telecommunications is entitled to that information,  
19 except the marketing department, except Operation  
20 Sunrise, you know, they shouldn't get it under any  
21 circumstance.

22 BY MR. MEZA:

23 Q. All right. And just to make sure I understand,  
24 it doesn't matter in your opinion whether it's a single  
25 C or a D? They both should not be used in marketing?

1 A. That's correct.

2 Q. All right. Look on Page 21, Lines 32 to 34.  
Page 42

3 MR. CRUZ-BUSTILLO: What numbers?

4 MR. MEZA: Page 21, Lines 32 to 34.

5 BY MR. MEZA:

6 Q. What do you mean by the statement, "BellSouth  
7 doesn't market to the list of customers they post on  
8 PMAP, they market to the list of customers that Supra  
9 does not post or sell to anyone"?

10 A. Well, with hindsight, I would have worded that  
11 a little differently. It isn't real clear.

12 Take the whole paragraph in context. I talk  
13 about how BellSouth posts lines on PMAP. Then I make  
14 the statement Supra doesn't make its disconnect list  
15 available to any party. So there's no commercially  
16 available disconnect list of Supra's customers that  
17 isn't solely derived from the LSRs we submit.

18 In other words, we don't compile a list of LSRs  
19 that we submitted disconnect customers and make that  
20 information available to anyone, including ourselves.  
21 Therefore, that list doesn't show up on a PMAP site,  
22 which is what I'm referring to in the sentence on Line  
23 32 through 33, there's no Supra PMAP site, and I didn't  
24 make that very clear. Therefore, BellSouth is not  
25 referring to a Supra PMAP site. You're marketing to the

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1 list of customers we don't make available in list form  
2 to anyone.

3 Q. Well --

4 A. You have a PMAP site. We don't.

5 Q. Right, but that PMAP site provides you with  
6 your data, not BellSouth's data.

7 A. Right, but that's not what I'm stating here.

8 Q. Okay. What are you trying to state? Because  
9 I'm still confused.

10 A. I'm saying, other than the LSRs we submit to  
11 BellSouth, there is no Supra-generated disconnect list.  
12 That's what I'm saying in this paragraph.

13 Q. Okay. Is it your contention that BellSouth  
14 should be marketing to customers that Supra lost?

15 A. No, but you're marketing to customers we gain.

16 Q. Yeah, I'm just confused by the whole sentence,  
17 and I think you've clarified it.

18 A. We don't make these lists available to anyone.  
19 My point is, we don't make these lists available to  
20 anyone. We simply submit LSRs to BellSouth.

21 Q. Right.

22 A. Any marketing activity is based on customers  
23 Supra wins or loses.

24 Q. And my question to you is --

25 A. Is either coincidence or it's derived from the

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1 fact that we submitted an LSR, because there's no other  
2 list anywhere.

3 Q. And my question to you is, what is the  
4 significance to this case of the fact that Supra doesn't  
5 create its own PMAP notification site identifying the  
6 customers that are lost?

7 A. I would say the significance is that anyone  
8 that's marketing to customers that we gain is in  
9 violation of Paragraph 28 of FCC Order 03-42.

10 Q. And why is that?

11 A. Because you're using information derived solely  
12 from a CLEC LSR as a result of being the executing  
13 carrier of that order to do marketing, which you would  
14 not otherwise have.

15 Q. So what you're saying is that if Supra has  
16 generated and made it available, this list of customers  
17 that they lost --

18 MR. CRUZ-BUSTILLO: I think he said gained. I  
19 think that's where the -- I didn't want to jump in.  
20 He's saying gained.

21 THE WITNESS: Gained or lost. I mean, in  
22 either case, we don't create the list; therefore, it's  
23 not available. Were it to be available, then you would  
24 have an argument.

25 BY MR. MEZA:

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1 Q. Could I see that for a second, your direct  
2 testimony?

3 A. I take that back. You might have an argument.

4 Q. Okay. Getting back to your direct testimony,  
5 but I'm focusing on Page 22, Line 6 through 12, if you  
6 could read that, please?

7 A. All right.

8 Q. Okay. Do you believe that BellSouth uses a FOC  
9 in sunrise?

10 A. It's my understanding of the way Sunrise works  
11 is that when a FOC is generated in SOCS, that order  
12 moves into the Harmonized table. Based on the testimony  
13 I heard from Mr. Wolfe last week, it stays there until  
14 it gets a completion notice, and then it goes into the

15 temporary table where it's sorted and filtered before  
16 moving to the permanent table.

17 Q. So the answer to my question is, no, FOC isn't  
18 used?

19 A. Well, certainly the FOC is the trigger for the  
20 entire activity.

21 Q. Well, let's see if we agree what a FOC is. A  
22 FOC is Bellsouth telling supra this is the date that you  
23 can expect the conversion order to be completed?

24 A. Right, and it's also what triggers the record  
25 to move out of the SOCS system through the Harmonized

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1 feed into the Harmonized table, where it sits until it  
2 receives a completion notice.

3 You don't wait on the completion notice to move  
4 it. You move it on the FOC. So as a result, you're  
5 using the fact that we successfully submitted an order  
6 to extract that order from SOCS.

7 Q. Well, I thought we previously established that  
8 it's not the successful completion -- or submission of  
9 an order, but the completion of the order that Sunrise  
10 focuses on.

11 MR. CRUZ-BUSTILLO: Objection to form.

12 THE WITNESS: Well, no, that's not what I  
13 said. It's quite clear that a firm order commitment  
14 moves the record from SOCS into the Harmonized table.  
15 Now, I sat in a deposition last week, and the definition  
16 of Sunrise started at the Harmonized table. So I would  
17 have to disagree with you based on Mr. Wolfe's  
18 definition of where Sunrise starts.



19           Now, without being obtuse about the whole  
20 thing, obviously, it sits in the Harmonized table and  
21 doesn't -- it's inert. It doesn't do anything in the  
22 Harmonized table. It actually has to move to the  
23 temporary table and the permanent table before a  
24 marketing lead can even be considered, and that step  
25 takes the completion notice.

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1 BY MR. MEZA:

2 Q. Okay.

3 A. Okay? But the fact -- the selection criteria  
4 out of all of the millions and billions of records that  
5 flow through SOCS, it's the firm order commitment that  
6 selects that record for potentially moving farther into  
7 the Sunrise system.

8 Q. Are you making, as part of this proceeding, an  
9 issue relating to the difference between D & N orders  
10 and the single C submission of orders?

11 A. Again, we had this discussion a few minutes  
12 ago. You're talking about this section of my testimony  
13 on Page 22, between Lines 15 and 20, where I essentially  
14 rebut Mr. Anderson's competitive landscape training  
15 document which states that we have the right to access a  
16 D order because it belongs to us, and I'm now making the  
17 contention that in a simple C world, there is no such  
18 separate disconnect order. There's a common order. So  
19 the whole logic by which he rationalizes that they're  
20 free -- that you are free to use the D order while not  
21 being free to touch the N order now kind of evaporates  
22 because there's one order. There's one in the same

23 document flowing through the system.

24 Q. All right. Can I have that back, please?

25 Exhibit DAN-2, I believe it's referenced as a

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1 notice that BellSouth sent to you with a PIN number?

2 A. Uh-huh.

3 Q. And an 800 number?

4 A. Uh-huh. Again, PIN number being the customer  
5 code that was discussed at length last week.

6 Q. That's the PIN number you're referring to?

7 A. Well, you present it as a PIN number on the  
8 document, but, in reality, it is the customer code.

9 Q. Do you know what the purpose of this  
10 notification was, DAN-2?

11 MR. CRUZ-BUSTILLO: Objection to form.

12 THE WITNESS: I mean, I can tell you what the  
13 letter stated.

14 BY MR. MEZA:

15 Q. Yeah, why don't you tell me what the letter  
16 stated?

17 A. I couldn't quite divine what the purpose of it  
18 would be for BellSouth to send a mailing for a line that  
19 was converted from resale to UNE, except that it's not  
20 visible in your system that that wasn't an order going  
21 from one CLEC to another CLEC, because, indeed, those  
22 lines are recorded under two different operating company  
23 numbers.

24 Q. Let me ask you a different question. DAN-2  
25 deals with a notice sent by BAPCO to you, as set forth

1 in your testimony, asking you if you want directories,  
2 correct?

3 A. Noticing me that they noticed there was a  
4 change in my service.

5 Q. And asking you if you want directories?

6 A. Uh-huh.

7 Q. Yes?

8 A. Yes.

9 Q. Okay. And if you want directories, it asks you  
10 to call this 800 number and use a PIN that it provides?

11 A. Uh-huh.

12 Q. Correct?

13 A. Uh-huh.

14 Q. That's a yes?

15 A. Yes.

16 Q. Okay. Did you call that 800 number?

17 A. I didn't need to. I had neither a change in my  
18 service, nor did I have any need for directories.

19 Q. Okay. Do you know if this PIN number that's  
20 provided by BAPCO on the notice is your customer code  
21 and not just a regular PIN number to access whatever  
22 information they need to provide you with the  
23 directories if you want them?

24 A. No, it's the customer code. The use of that  
25 PIN number is fairly consistent at BellSouth in terms of

1 identifying the true and accurate owner of the telephone  
2 line.

3 Q. And whose customer code is that? Is that  
4 BellSouth's customer code?

5 A. Well, at that point, it would have to -- you  
6 see, I heard some very conflicting testimony from Mr.  
7 Wolfe the other day saying a customer code is this and  
8 that. We've been through this at length, both in  
9 BellSouth training that I have attended and in past  
10 proceedings with BellSouth.

11 Every time an order is submitted on the line,  
12 that code number changes, and that's the mechanism by  
13 which you're able to keep multiple copies of -- multiple  
14 historical copies, if you will, of my customer record in  
15 CRIS. If I win a customer from you, the very fact that  
16 I issue an LSR on that line makes a change to the  
17 customer code, and so now there's a telephone number  
18 customer code combination from when it was your customer  
19 and a telephone number customer code combination from  
20 when it's my customer.

21 Then if I come along two days later and add  
22 caller ID to the line, the customer code changes again,  
23 and thus, the records are preserved across time.

24 Q. Okay. What troubles you about what Mr. Wolfe  
25 said? Because he said it was the BellSouth customer

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1 code.

2 A. I'm not sure where that's available to the  
3 system. At the point at which that record is extracted  
4 from SOCS, the customer code is already changed. It  
5 changes as a result of a successful firm order  
6 confirmation process.

7 Q. But how do you know that?

8 A. This has been my training. I was trained in  
9 that, and I've heard testimony in that regard from Mr.  
10 Payton. We had extensive discussions with the UNE  
11 trainers that were sent here in June 2001 in this  
12 regard.

13 Q. So is it -- well, do you know where in the  
14 process BellSouth's OSS places its customer code on the  
15 service order generated from a CLEC LSR?

16 A. Say that again.

17 Q. Do you know where in the process, the order  
18 flow process, where BellSouth's OSS places the customer  
19 code on a service order that's generated from a CLEC  
20 LSR?

21 A. Well, I know that customer code is changed as a  
22 result of the firm order confirmation in SOCS.

23 Q. All right. That wasn't my question. Do you  
24 know where in the process is the customer code placed on  
25 a service order?

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1 A. I thought I answered the question.

2 Q. I don't think you did.

3 A. I thought I answered the question that when the  
4 firm order confirmation comes, the customer code is  
5 placed on the record there. I think what you're  
6 concerned about is whether or not I know whether there  
7 was a customer code there before the FOC.

8 Q. Correct.

9 A. And I don't know the answer to that.

10 Q. So you don't know, for instance, if in LESOG --

11 well, in LESOG, the LESOG places BellSouth's customer  
12 code on the service order, and when I use BellSouth's  
13 customer code, that's the customer code BellSouth gave  
14 the customer while it was a BellSouth customer?

15 A. I don't know that, nor do I think it's material  
16 to the discussion, because the FOC process changes that  
17 code and the record is not pulled out of SOCS and  
18 Harmonized until after it receives a FOC.

19 Q. You don't know in Sunrise that the customer  
20 code that's being pulled down is the customer code  
21 that's placed on there by LESOG?

22 A. Well, if it's a customer code that's on the  
23 service order, I do know that.

24 Q. Okay.

25 A. Because there's only one, and it's been changed

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1 as a result of the FOC.

2 Q. So what you're telling me is that, on any Supra  
3 service order in a conversion from BellSouth to Supra,  
4 the customer code that's on the service order will be  
5 Supra's customer code and not BellSouth's while that  
6 customer was a BellSouth customer?

7 A. I firmly believe that to be true, and I've just  
8 told you why.

9 Q. Okay. Do you have any documents to support  
10 your contention that you received this DAN-2 when your  
11 account was converted to UNE-P from resale?

12 A. What kind of document? An affidavit from me  
13 or --

14 Q. Well, no. Do you have any -- do you have the

15 service order associated with the conversion of your  
16 phone number?

17 A. They're easy to obtain. It's in the CSOTS  
18 system.

19 Q. I'm asking, do you have it today?

20 A. Do I have it in this room? No, I do not.

21 Q. Do you have any evidence, other than your  
22 testimony, to suggest that the date you received this  
23 notice was on or about the time that your account was  
24 converted?

25 A. I wasn't aware I needed anything to support my

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1 testimony.

2 Q. So the answer would be no, you don't?

3 A. No, I don't.

4 Q. Okay. You also reference that you got a second  
5 copy of DAN-2 when, to use your correct words, when your  
6 number was placed in a list of lines scheduled to be  
7 disconnected for nonpayment.

8 A. That's correct.

9 Q. When was that?

10 A. I can get you an exact date. It was either  
11 late July or early August 2002.

12 Q. Okay. And was this Supra disconnecting you for  
13 nonpayment?

14 A. Yes.

15 Q. Okay. And did Supra actually proceed with  
16 termination?

17 A. No.

18 Q. Okay. And I think you testified on Friday that

19 supra doesn't terminate for nonpayment; they just put a  
20 hold on the account?

21 A. I told you we decided to suspend service to  
22 collect past-due amounts.

23 Q. But you don't issue a D order?

24 A. Is that exactly what I said, or did I say, you  
25 know, our efforts are to make sure that, you know, we

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1 try to collect that money rather than do a disconnect?

2 Q. I believe what you testified was that you don't  
3 issue disconnect orders for nonpayment.

4 A. I don't really think I testified to that. I  
5 said -- I probably testified I wasn't aware of any  
6 particular volume of actual disconnects.

7 Q. Okay. Well, if your testimony relating to your  
8 account is that supra did not issue a disconnect order  
9 to you personally for your account --

10 A. Yes.

11 Q. -- why is it that you believe that something  
12 changed in your account that would trigger receiving  
13 this notice from BAPCO? I mean, what is it in that  
14 scenario --

15 A. The notice stated there was a recent change in  
16 my line, and all I did was go into suspend and come back  
17 out of suspend.

18 Q. When supra puts an account in suspend, does it  
19 issue any type of order to BellSouth?

20 A. Yes.

21 Q. What type of order does it issue?

22 A. A suspend order.



23 Q. And how is a suspend order submitted? Is that  
24 a C or a single C?

25 A. I don't have that information. I don't have

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1 that information. You have to understand we submit  
2 LSRs. We don't submit C, D or N orders.

3 Q. But you can request order type, can't you?

4 A. Not in that regard. I mean, you're going to  
5 make a request type, which is, you know, new service,  
6 disconnect service, suspend service, restore service,  
7 but, I mean, those don't equate to D, C and N, except  
8 possibly a pure disconnect would, yeah, probably  
9 correspond to a D order.

10 Q. But you have the option of choosing whether you  
11 want a single C to be implemented rather than D & N,  
12 don't you?

13 A. I wasn't aware that there was any allowance for  
14 D & N orders at all anymore, so I wasn't aware that  
15 there was any way to select a D & N order. I thought  
16 all orders were single Cs.

17 Q. Now, do you know in relation to the  
18 notification from BAPCO, that on an LSR, you are  
19 required to check off that you want directories sent to  
20 your new customer?

21 A. Yes.

22 Q. That is a requirement; you agree with that?

23 A. Yes.

24 Q. Okay. Does supra fill out that form or the  
25 check on the LSR?

1 A. If it's a requirement and the order gets  
2 processed, then, inherently, we must. I don't know of  
3 any way to get the order accepted by BellSouth without  
4 some answer being in that box.

5 Q. Okay. DAN-3, I think I have a copy here of  
6 that, and I believe your testimony in relation to DAN-3  
7 is that a Supra attorney received this letter when he  
8 converted from BellSouth to Supra; is that right?

9 A. Uh-huh.

10 Q. What Supra attorney was that?

11 A. That would be Mr. Cruz-Bustillo.

12 Q. And when did he receive this letter?

13 A. I'd have to get my notes on that. It was last  
14 year.

15 Q. Okay. What evidence do you have that this  
16 letter was sent to Mr. Cruz-Bustillo within a week of  
17 converting to Supra from BellSouth?

18 A. I'm sorry, I'm not sure I understand what  
19 evidence other than him bringing that letter in and  
20 showing it to me right after we -- I was involved in  
21 getting this line converted, by the way -- bringing the  
22 letter in and saying, "Look what I got in the mail," is  
23 my recollection when we submitted the order and when I  
24 saw that letter.

25 Q. Yeah, but you don't know how many days

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1 transpired from when the order completed until he  
2 received the letter, do you?

3 A. I'm not sure.

4 Q. You're not sure if you know, or you're not --  
5 no, you don't know how many days transpired?

6 A. I mean, are we looking for a threshold, did you  
7 violate the ten-day rule or something?

8 Q. Well, I'm just asking if you know.

9 A. I'm not making that claim.

10 Q. Okay.

11 A. I'm just saying this was paired with his order.  
12 This was coincident with his order, and I'm not saying  
13 that you improperly mailed it early.

14 Q. So when you say within a week of the attorney  
15 converting, that's a not an indirect reference to  
16 violation of the ten-day rule?

17 A. No, that wasn't my purpose at all. I'm just  
18 looking at the triggering event.

19 Q. Okay. Thank you for that clarification.

20 DAN-4, correct me if I'm wrong, is a letter  
21 that you said was sent to a Supra customer that did not  
22 have any activity on the line for 619 days; is that  
23 correct?

24 A. Yes, sir.

25 Q. Who is the customer at issue?

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1 A. I believe the customer's name was --

2 MR. CRUZ-BUSTILLO: wait. Before you say his  
3 name, let this portion of the deposition be  
4 confidential, then say his name, and we are going to --

5 THE WITNESS: I don't think I improper -- I  
6 don't think I properly redacted the letter, and I think  
7 the name is still there.

8 MR. CRUZ-BUSTILLO: That's true.  
9 THE WITNESS: You find the letter?  
10 BY MR. MEZA:  
11 Q. Okay.  
12 A. I did promise to put it in the redacted form,  
13 and I think I failed to do that.  
14 Do you have the exhibit?  
15 Q. No, I don't have it with me.  
16 MR. CRUZ-BUSTILLO: Do you want him to say the  
17 name or just point the name to you, so that we don't  
18 even say the name?  
19 MR. MEZA: Well, if it's on the exhibit, I  
20 don't need you to answer the question.  
21 MR. CRUZ-BUSTILLO: Yes.  
22 THE WITNESS: It's on the exhibit. It's the  
23 name of the wife of an engineer that worked for me.  
24 BY MR. MEZA:  
25 Q. Okay. Is that person still a Supra customer  
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1 today?  
2 A. Yes.  
3 Q. What evidence do you have that this particular  
4 line has not had a single change on it and has not  
5 flowed through SOCS for 619 days?  
6 A. Well, that's also attached to the letter. In  
7 that case, I attached records from the Bellsouth's CSOTS  
8 system to document that particular --  
9 Q. Line?  
10 A. Well, the numbered -- one of the things CSOTS  
11 does is document the number of days since the last

12 change.

13 Q. Okay. And then I believe you have a statement  
14 on Page 26, Lines 12 to 13, that, "The only way for  
15 BellSouth to know which lines are still in service is to  
16 broach the retail/wholesale barrier and freely exchange  
17 information."

18 What is the basis for that statement in  
19 relation to DAN-4?

20 A. Where's the lines?

21 Q. Lines 12 and 13.

22 A. Well, the letter starts out with, "we're always  
23 disappointed to lose a valued customer like you."

24 After over two years, there's no real way for  
25 BellSouth to know that that telephone number is still

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1 assigned to that person.

2 Q. So you're basing it on your belief that that  
3 telephone number could or could not be assigned to a  
4 different person? That's why you think there's a broach  
5 to the retail --

6 A. I'm saying, after two years of that line not  
7 being in BellSouth's service, you're either taking large  
8 chances in mailing out vast volumes of mail to people  
9 that are no longer there --

10 Q. That's a possibility, correct?

11 A. -- or you're looking past the retail/wholesale  
12 barrier.

13 Q. Do you have any evidence that it's not the  
14 former or the latter? That's a bad question.

15 Do you have any evidence that it's not -- this  
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16 letter was not sent as a result of what Mr. Ruscilli  
17 testified that we contact customers more than two years  
18 ago that left us?

19 A. Uh-huh.

20 Q. Do you have any evidence to suggest --

21 A. Based on a copy of the CSR that you made at the  
22 time, which is prohibited by the FCC order.

23 Q. No, that's a different issue. What you're  
24 saying is that, in addition to Sunrise, in generating a  
25 lead, what I understand you're saying with this exhibit

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1 is that not only is the initial lead improper, but  
2 because BellSouth waited over two years to contact this  
3 customer, they have to be doing something other than  
4 Sunrise in breaching the wholesale/retail barrier to  
5 access this information?

6 A. Mr. Wolfe testified last week to something we  
7 have known for a long time, and that is, when we win a  
8 customer from you, you make a copy of the customer  
9 service record, which you consider to be your property,  
10 and then, essentially, deed over the customer service  
11 record to supra by changing the ownership through the  
12 operating company number change.

13 My point is the FCC says you're not supposed to  
14 do that either.

15 Q. I understand what your position is, but in  
16 specific relation to DAN-4, I interpreted what you were  
17 saying to mean that this is another example, independent  
18 of Operation Sunrise, where BellSouth is breaching the  
19 wholesale/retail barrier. Is that not accurate?

20 A. Well, I don't know if it's independent of  
21 Sunrise or not, but with that exception, yeah, I agree.

22 Q. You agree what?

23 A. That this is another example.

24 Q. And my question to you is, what evidence do you  
25 have of that contention other than the fact there was no

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1 activity on the line?

2 A. No activity on the line and that you mailed to  
3 the customer using their correct name and address.

4 Q. Do you have any evidence to suggest that the  
5 customer's name and address changed over the 619 days?

6 A. I wish it had, but, in fact, I'm pretty well  
7 certain that it didn't.

8 Q. Thank you.

9 All right. Let's go over some of your  
10 requested remedies. Page 31, Line 18, you state in  
11 response to the question of whether any CLEC should have  
12 access to the Sunrise database or receive feed of  
13 disconnect data used for win-back, your answer to that  
14 question was yes.

15 And my question to you is, what would a CLEC do  
16 with the list of customers that left BellSouth and went  
17 to another CLEC?

18 A. In a world of parity, where everybody gets to  
19 see the same information, that could be used for  
20 marketing.

21 Q. You're going to market a customer who just left  
22 BellSouth and went to a CLEC?

23 A. Sure. I think we provide a better value than  
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24 most any other CLEC in the market today. We're not just  
25 necessarily as well known as, say, perhaps MCI and AT&T,

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1 and yet, that lead would indicate someone who had a  
2 dissatisfaction with BellSouth's services and was  
3 looking for alternative services. So that's definitely  
4 a possibility.

5 In the alternative, I think we would prefer  
6 that the entire feed out of SOCS be shut down  
7 altogether.

8 Q. All right. In the world of parity, would you  
9 agree with me that if Supra is given access to Sunrise,  
10 then BellSouth retail should get access to Supra's  
11 disconnects?

12 A. I think you already are making use of that at  
13 this time. I think you have that right now.

14 Q. Independent of Sunrise. Let's say we get rid  
15 of Sunrise, or you get Sunrise.

16 A. Strictly on a parity argument, yes, that does  
17 make sense. That does present issues where we would  
18 still fall afoul of the FCC regulations, though.

19 Q. How is that?

20 A. Well, I think you're still impaired -- or not  
21 impaired, but prohibited from using that type of  
22 information by the FCC rules.

23 Q. Well, is it -- under your interpretation of the  
24 FCC rules, doesn't that information become commercially  
25 available at that point?

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1           A.   That's an interesting interpretation which  
2 would probably serve to make it all right.

3           Q.   Why do you need a date on the letter that  
4 you're referring to on Page 32, Lines 13 to 15 --

5           A.   So that --

6           Q.   -- showing when the letter was mail?

7           A.   So in the future you don't have to ask me if I  
8 have any evidence as to when that letter came in in  
9 relation to an order and so that I don't have to scratch  
10 my head and wonder what the answer to that question is.

11          Q.   Okay. All right. And why is Supra suggesting  
12 a 90-day waiting period for initiating win-back  
13 efforts?

14          A.   To reduce thrashing. I think to provide  
15 customers with a little bit of relief from the onslaught  
16 of counter-marketing that occurs at the transition. We  
17 all hear people complain about the number of marketing  
18 attempts they get shortly after they change services,  
19 either from a local carrier or a long-distance carrier.  
20 And to minimize the potential for mischief.

21          Q.   Are you aware that in the key customer docket,  
22 FDN also asks for a 90-day waiting period before  
23 initiating win-back efforts?

24                   MR. CRUZ-BUSTILLO: Objection.

25                   THE WITNESS: I'm not sure I am aware of that,

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1   no.

2   BY MR. MEZA:

3       Q.   Okay.

4 A. I might be.

5 Q. Do you know what the Commission ruled regarding  
6 how long BellSouth had to wait before initiating  
7 win-back efforts?

8 A. Well, the Commission didn't specifically rule  
9 how long they should wait. They ruled that they felt  
10 that what was in place at the time was adequate. Of  
11 course, they didn't know about Sunrise at the time.

12 Q. And what was in place at the time was a ten-day  
13 waiting period; would you agree with that?

14 A. Right, and I don't think, from my reading of  
15 the key customer tariff, that they so much addressed the  
16 ten-day waiting time as they endorsed BellSouth's rules  
17 in effect at the time.

18 Q. And you don't know if they rejected FDN's  
19 proposed 90-day waiting time?

20 A. Well, if FDN had put forward a 90-day waiting  
21 time, it got rejected because the status quo was  
22 maintained.

23 MR. MEZA: Let's take a five-minute break, and  
24 then we'll wrap up with your rebuttal testimony.

25 (Thereupon, a recess was taken.)

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1 BY MR. MEZA:

2 Q. Mr. Nilson, do you have your rebuttal handy? I  
3 believe you do.

4 A. I had it earlier.

5 Q. On Page 5, Lines 1 through 3, you state that,  
6 "There is an absolute prohibition against the use of  
7 carrier-to-carrier information, such as switch orders,

8 to trigger market retention efforts," and in support,  
9 you cite Page 45 of the key customer order.

10 A. Okay.

11 Q. And would you agree with me that on Page 45 of  
12 that order, the Commission cites FCC order 99-223, that  
13 the FCC is discussing retention marketing efforts?

14 A. All right.

15 Q. Would you agree with that statement?

16 A. All right, but I'd also --

17 Q. Wait. Before you -- I don't mean to interrupt  
18 you. "All right" can mean several things. Is that a  
19 yes or no?

20 A. I'm sorry. Repeat the question.

21 Q. The question is that your reference to Page 45  
22 of the key customer order, and the FCC order cited  
23 therein, relates to retention marketing efforts?

24 A. Yes. However, as we saw when you showed me the  
25 earlier paragraph on 223, the FCC considers retention

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1 and win-back both to be win-back activities, but then  
2 chooses not to call retention activities win-back.

3 Q. Right.

4 A. So within the text of 99-223, the FCC itself  
5 goes in convoluted circles as to what's retention and  
6 what's win-back and what name is going to be associated  
7 with these activities. That was the same order that we  
8 read earlier.

9 Q. Correct. But in that order, the FCC divides  
10 win-back into regaining a customer or retaining a  
11 customer, correct?

12 A. And calls them both win-back.

13 Q. Correct?

14 A. Yes, and then agrees not to call retention  
15 win-back anymore, all within the same paragraph.

16 You know, to me -- to me, you know, we can get  
17 some clarity out of this if we look at 03-42, and in  
18 03-42, which I will concede also talks about retention  
19 activities, Paragraph 28 says, "We reiterate our finding  
20 in the second reconsideration order that carrier change  
21 request information" -- carrier change request  
22 information, whether that's local service or LPIC --  
23 "transmitted to an executing carrier in order to  
24 effectuate a carrier change cannot," repeat, cannot, "be  
25 used for any purpose other than to provide the service

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1 requested by the submitting carrier, and we will  
2 continue to enforce the provisions and will take  
3 appropriate action against those carriers found in  
4 violation."

5 I mean, it's quite clear there. Change orders  
6 can't be used for anything other than to execute the  
7 change. It can't be used for marketing.

8 It also says in Paragraph 28, "Executing  
9 carriers may not at any time in the carrier marketing  
10 process rely on specific information they obtained from  
11 submitting carriers due solely to their position as  
12 executing carriers."

13 So while the words tend to flip-flop, that  
14 paragraph sums it all up very clearly in plain  
15 language.

16 Q. All right. Go to Page 11.

17 A. Of my rebuttal testimony?

18 Q. Yes, Lines 21 through 22 onto Page 12, Lines 1  
19 through 3. You say, "The FCC does allow incumbents to  
20 use carrier-to-carrier information but only after the  
21 incumbents' retail division has learned of the  
22 conversion from an independent retail source that is  
23 available throughout the retail industry and which is  
24 also available to competitors at the same time."

25 You see that?

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1 A. Yes, I do.

2 Q. And you cite to key customer order, which also  
3 cites the 99-223, which is an FCC order.

4 would you agree with me that 99-223, Paragraph  
5 78, which you cite to, relates to retention marketing?

6 A. Before I answer your question, you make a  
7 supposition in your question that I don't agree with.

8 Q. Okay.

9 A. And that is that this is backed up by 99-223,  
10 and I think it's quite plain that this language comes  
11 from FCC Order 03-42, Paragraphs 27 -- 27 and 28.

12 Q. All right. Tell me where in Paragraph 27 and  
13 28 there is a requirement that BellSouth learn of the  
14 information -- the retail division of BellSouth learn  
15 the information from an independent retail source.

16 A. All right. If you take a look at Paragraph 27,  
17 which is quoted in the key customer tariff at the bottom  
18 of Page 46 --

19 Q. Okay.

20 A. -- we talked about that earlier.

21 Q. Right.

22 A. "We clarify that to the extent that the retail  
23 arm of an executing carrier obtains carrier change  
24 information through its normal channels in the form  
25 available throughout the retail industry and after the

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1 carrier change has been implemented, such as disconnect  
2 reports, we do not prohibit the use of that information  
3 in executing carriers' win-back efforts."

4 Now, that has to be read in conjunction with  
5 Paragraph 28, which follows it, and Paragraph 28 clearly  
6 says, "We reiterate our finding in the second order  
7 that carrier change request information transmitted to  
8 executing carriers in order to effectuate a carrier  
9 change cannot be used for any purpose and that executing  
10 carriers may not at any time in the carrier marketing  
11 process rely on specific information they obtain from  
12 submitting carriers."

13 Paragraph 28 excludes the feed from sunrise.

14 Q. Okay.

15 A. Therefore, Paragraph 27 talks about information  
16 obtained from means that are not triggered by the CLEC  
17 LSR.

18 Q. Where in 27 do you see the phrase "from an  
19 independent retail source"?

20 A. In a form throughout the retail industry.

21 Q. So you're equating "in a form throughout the  
22 retail industry" to mean "independent retail source"?

23 A. Well --

24 Q. Yes?

25 A. Yes. I mean, your knowledge of the change

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1 comes as a result of the LSR. We don't give you any  
2 other notification of that, and that disqualifies you as  
3 being the source of that information.

4 Q. But you would agree with me that the phrase  
5 "independent retail source" does not appear in 27,  
6 Paragraph 27 of FCC Order 03-42, or 28?

7 A. Well, I think it's implicit in Paragraphs 27  
8 and 28.

9 Q. You may think that it's implicit. I'm  
10 asking --

11 A. I certainly do, and I would like to tell you  
12 why.

13 Q. If it's there, that was my question, and I'll  
14 ask -- you can explain all you want, but it was a simple  
15 yes or no question.

16 Does the phrase--

17 A. All right. What was your question?

18 Q. Does the phrase "independent retail source"  
19 appear in Paragraph 27 or 28 of FCC Order 03-42?

20 A. No, those words do not appear in that  
21 arrangement, in that paragraph. However, I do truly  
22 believe that that meaning is implicit in Paragraphs 27  
23 and 28 when you read the two paragraphs together and  
24 realize that a form available throughout the retail  
25 industry cannot possibly be triggered through your

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1 knowledge of that change acquired as a result of me  
2 submitting an LSR to BellSouth. That makes the  
3 information have to come from an independent source. It  
4 can't -- it doesn't come from Supra. It can't come from  
5 BellSouth.

6 Q. Would you agree with me that --

7 MR. MEZA: Please.

8 MR. CRUZ-BUSTILLO: Go ahead.

9 BY MR. MEZA:

10 Q. -- the phrase "independent retail means"  
11 appears in 99-223 in the discussion under retention  
12 marketing, and specifically Paragraph 79?

13 MR. CRUZ-BUSTILLO: He wants you to look at  
14 Paragraph 79 here.

15 THE WITNESS: I thought it was in a different  
16 paragraph. I was looking at the key customer tariff.

17 MR. CRUZ-BUSTILLO: Let me see this for a  
18 second. Okay. Here you go.

19 You want him to look at the  
20 highlighted portions?

21 MR. MEZA: No, he can look at the whole thing.

22 BY MR. MEZA:

23 Q. I just wanted to confirm -- and again, if my  
24 question gets lost in the translation or the reading, I  
25 want you to confirm that the phrase "independent retail

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1 means" appears in FCC Order 99-223 under the section  
2 discussing retention marketing.

3 A. Yes, I see that. I see that statement in that  
4 paragraph, and for the record, I don't see that that's



5 inconsistent with 03-42, Paragraphs 27 and 28, either.

6 Q. Okay. In your opinion, what does, quote,  
7 unquote, "in a form available throughout the retail  
8 industry" mean as used in FCC 03-42?

9 A. It means there's no restrictions on who can  
10 obtain that information. It's not -- it's not available  
11 to some and not available to others.

12 Q. Why doesn't it mean in a form that's available  
13 throughout the retail industry, meaning a disconnect  
14 report that each carrier gets outlining and setting  
15 forth number and the specific customers that they lost?  
16 Why isn't that in a form available throughout the retail  
17 industry?

18 A. I'm not even clear what you're talking about  
19 in terms of an actual document that meets those  
20 requirements.

21 Q. The PMAP line loss report, why isn't that in a  
22 form available throughout the retail industry?

23 A. Well, one, it's not an independent -- it's not  
24 an independent notice, it comes from BellSouth, and it's  
25 not available throughout the retail industry. It's

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1 available only to Supra Telecom. PMAP is locked down  
2 with a password. No one but Supra Telecom can read that  
3 report.

4 Q. Okay. What is your understanding of the word  
5 or the phrase "retail industry," as used by the FCC?

6 A. Retail industry as used by the FCC would  
7 indicate that something is available to any who wish to  
8 purchase it.

9 Q. Where is there a requirement in 03-42 that it  
10 come from an independent source?

11 I'll agree with you that it says "in a form  
12 available throughout the retail industry," but I don't  
13 see the word "independent."

14 A. Independent -- obviously, we just talked about  
15 independent being referenced in Paragraph 79 of 99-223.

16 Q. Okay.

17 A. It's cited in the key customer tariff.

18 Q. Right. And you would agree with me that when  
19 the Commission cites it, it's citing it in reference to  
20 retention activities. Look on Page 45 of the key  
21 customer order.

22 A. Well, I don't know if this order has a standard  
23 disclaimer of heading of no force or effect, but it is  
24 under a heading called Retention of Customers.

25 Q. Okay.

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1 A. Retention being that subset of win-back where  
2 the customer has not yet left BellSouth, as we discussed  
3 earlier this morning.

4 Now, your question was, does the word --

5 Q. Independent.

6 A. You want me to help or should I just let you  
7 reask the question?

8 -- "independent" appear in 03-42?

9 Q. Right.

10 A. I don't have all of 03-42 here and --

11 Q. Here it is.

12 A. -- if I did, without being able to search it

13 electronically, we would kind of waste each other's  
14 time.

15 Q. But you would agree with me in Paragraph 27 and  
16 28, and I think we've already established this, that  
17 there is no reference to that the information be  
18 independent?

19 A. I disagree. I would agree with you only to the  
20 extent that the word "independent" is not explicitly  
21 carved into the paragraph. However, reading the two  
22 paragraphs together, in a form available throughout the  
23 retail industry, and excluding your ability to count  
24 information that you received as part of a wholesale  
25 order, and that being the only information that

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1 BellSouth receives in this regard, would disqualify you  
2 from the publisher of that information.

3 So I think while the word "independent" was not  
4 carved into the paragraph, implicitly it's there. It's  
5 there by the requirement of the two paragraphs, and it  
6 would be consistent with previous orders for it to be  
7 interpreted that way.

8 (Discussion off the record.)

9 THE WITNESS: As I was saying, I do believe  
10 the word "independent" is there in the meaning of the  
11 paragraph, if not in actual text.

12 BY MR. MEZA:

13 Q. Okay. On Page 14 of your rebuttal testimony,  
14 you state that, "Carrier change information can only be  
15 considered to be derived from independent retail means  
16 if competitors also have access to the same or

17 substantially the same information for use in their own  
18 marketing efforts," and in support, you cite to, I  
19 believe, FCC Order 03-42 and FCC Order 99-223; is that  
20 correct?

21 A. In support of what?

22 Q. That statement on Lines 7 through 9.

23 A. Well, I'm not exactly sure what question you're  
24 asking. Obviously, I've already told you that  
25 "available to competitors" is of the definition of

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1 "available throughout the retail industry."

2 Q. Okay.

3 A. If there's something that's only available to  
4 Supra Telecom, that is not available throughout the  
5 retail industry.

6 Q. Okay. Look on Page 16, Lines 5 through 11.  
7 You state, and I'm paraphrasing, in the key customer  
8 order, this Commission defined independent retail means  
9 to be the following, and I would like for you to find  
10 for me in the key customer order where the Commission  
11 defined independent retail means to be what you said  
12 they defined it to be.

13 A. Can you repeat the question again?

14 Q. Where did the Florida Public Service Commission  
15 in the key customer order define independent retail  
16 means as set forth in your testimony on Line 6 through  
17 11 on Page 16?

18 A. Okay. There's a couple of places, I think,  
19 needs pointing out. First of all, on Page 44, where  
20 they impose an explicit restriction for using the final  
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21 bill for marketing purposes, clearly indicating that  
22 your knowledge that you are to stop billing is not an  
23 appropriate trigger to do marketing.

24 Q. But they don't define independent retail  
25 means?

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1 A. I said Page 44. That's at the bottom of  
2 Paragraph 1. Page 45 --

3 Q. I asked you a question before you get started.  
4 The Commission didn't define independent retail means on  
5 Page 44, did it? I mean, that's your interpretation of  
6 what they said on Page 44, but there is no express  
7 definition of independent retail means?

8 MR. CRUZ-BUSTILLO: Objection, asked and  
9 answered.

10 But go ahead and answer the question.

11 BY MR. MEZA:

12 Q. I'm asking you.

13 A. Is that the question you asked? Because your  
14 question sounded like something completely different.

15 Q. Is there an express definition of independent  
16 retail means in the FPSC key customer order?

17 MR. CRUZ-BUSTILLO: Let him read the whole  
18 thing.

19 Read this paragraph on both sides to answer the  
20 question.

21 THE WITNESS: Okay. All right.

22 Actually, they do.

23 BY MR. MEZA:

24 Q. Okay.

25 A. First of all, on Page 45 --

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1 Q. Okay.

2 A. -- where they cite to FCC Order 99-223, at  
3 Paragraph 76, "We conclude that Section 222 does not  
4 allow carriers to use CPNI to retain soon-to-be former  
5 customers, for the carrier gained notice of a customer's  
6 imminent cancellation of service through the provision  
7 of carrier-to-carrier services."

8 Then they go on to say, "We conclude the  
9 competition is harmed when any," emphasized, "any  
10 carrier uses carrier-to-carrier information such as  
11 switch or PIC orders to trigger retention marketing  
12 campaigns, and consequently, prohibit such actions  
13 accordingly."

14 Now, taking it over to the following page, on  
15 Page 46, the FPSC says, "The FCC made it clear there's  
16 no prohibition against an ILEC initiating retention  
17 marketing as long as the information regarding a  
18 customer switch is obtained through independent retail  
19 means."

20 They refer to the FCC's definition of that,  
21 which says -- and this definition comes in several  
22 pieces, actually. "We agree with SPC and Ameritac that  
23 Section 222-B is not violated if the carrier has  
24 independently learned from its retail operations that a  
25 customer is switching to another carrier."

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1           So that's the example we talked about earlier,  
2 where, in a de minimis amount of cases, the customer  
3 actually calls BellSouth to disconnect their service  
4 before they go to initiate service with a new customer,  
5 and based on a number of change -- or switch orders that  
6 you received from us, you would have to conclude that  
7 that's an infinitesimally small amount.

8           And then they go on to say that, "Under those  
9 circumstances, you can use that information to persuade  
10 the customer to stay."

11          Q. I guess, Mr. Nilson, I don't want to  
12 short-circuit your answer, but I don't need for you to  
13 read for me all the quotes referenced in the key  
14 customer order from the FCC order. Other than --

15          A. well, you asked if the definition was contained  
16 herein, and I'm trying to show you where it is.

17          Q. But what you specifically say in your  
18 testimony -- and I don't want to squabble with you  
19 because I think that maybe we can reach an agreement on  
20 what your testimony means.

21                Is it your opinion that independent retail  
22 means was defined by the Commission by incorporating the  
23 specific and quoting the specific provisions from FCC  
24 order 99-223? Because when I read that order, I don't  
25 see where they say, "we define independent retail means

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1 to be X."

2           MR. CRUZ-BUSTILLO: Objection. when you say  
3 "we" --

4           MR. MEZA: The Florida Public Service

5 Commission.

6 THE WITNESS: No, they say the FCC made it  
7 clear, and then I'm talking about Paragraph 78 of  
8 99-223, where they talk about information that's  
9 received from your retail division, or at the bottom of  
10 Paragraph 78, information about a customer switch were  
11 to come through independent retail means, then the  
12 carrier would -- so they are talking about information  
13 that you receive in your call center or something  
14 independent of that.

15 BY MR. MEZA:

16 Q. Okay. And that paragraph, Paragraph 78, deals  
17 with retention marketing, correct?

18 A. That's correct, but the FPSC is using it in the  
19 key customer docket in the win-back context.

20 Q. But the preceding paragraph before Paragraph  
21 78, the FPSC says, "The FCC made it clear that there is  
22 no prohibition against an ILEC initiating retention  
23 marketing," and you're saying that that -- when they  
24 said retention marketing, they're really referring to  
25 win-back marketing or regaining marketing?

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1 A. Well, again, retention marketing is a subset of  
2 win-back marketing, as we saw earlier in 99-223.

3 MR. CRUZ-BUSTILLO: And you already went over  
4 this area before.

5 MR. MEZA: Yeah, I understand, but he's --

6 MR. CRUZ-BUSTILLO: It dovetails with  
7 Paragraphs 27 and 28, which place that prohibition on  
8 the win-back reacquisition.



9 MR. MEZA: Please, I don't need for you to  
10 bolster your witness' testimony.

11 MR. CRUZ-BUSTILLO: No, no, he already went  
12 over that. I'm saying --

13 MR. MEZA: If you have an objection, asked and  
14 answered, then that's appropriate, but for you to try to  
15 explain --

16 MR. CRUZ-BUSTILLO: Okay. Two objections:  
17 Asked and answered, and mischaracterization of his  
18 earlier testimony. I won't say anything further.

19 BY MR. MEZA:

20 Q. Okay. Mr. Nilson, on Page 17, Lines 12 through  
21 15 -- let me strike that question.

22 Did you write this portion of your rebuttal  
23 testimony?

24 A. Yes. I think it was added to by others, but --

25 Q. By who?

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1 A. I'm not quite sure. I mean --

2 Q. Did your lawyers help you write this?

3 A. It was reviewed by -- it was reviewed by a  
4 number of people, including some attorneys, and it came  
5 back to me with some changes, which --

6 Q. Okay. Lines 12 through 15, starting with the  
7 sentence, "This word is a conjunctive term requiring  
8 those parties obligated," did you write that sentence?

9 A. I wrote most of it, yes. I think it was  
10 changed -- I think the wording was changed a little bit,  
11 but I agree with the wording as it stands. I represent  
12 that to be my opinion.

13 Q. What is your source of knowledge as to what the  
14 FCC meant by using the word "and"?

15 A. They meant that both the phrase on the  
16 left-hand side and the phrase on the right-hand side  
17 both simultaneously had to be met.

18 Q. Do you have any specialized training in  
19 interpreting --

20 A. The English language?

21 Q. -- FCC rules?

22 A. Well, I think that -- I think that's an  
23 interpretation of the English language, and I've been  
24 studying that since first grade.

25 Q. What's the word "import" mean?

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1 A. The word import means -- can you point me to  
2 where I used it, so I can get it in context? It has to  
3 do with the weight of what is being referred to, or the  
4 relative importance of what is being referred to.

5 Q. Page 18, Lines 1 through 3, "The plain import  
6 of the language is that the FCC is setting a benchmark,"  
7 et cetera.

8 Did you write that sentence?

9 A. Yes.

10 Q. Okay. And do you stand by your definition of  
11 "import" after reading that sentence?

12 A. Yes.

13 Q. Okay. Go to Page 19, Lines 6 through 7, "The  
14 FCC purposely uses parentheticals to set off the phrase  
15 'such as in disconnect reports.' Parentheticals are  
16 used to include an illustration for the general

17 principle outside of a parenthetical."

18           How do you know the reason why the FCC used  
19 parentheticals in FCC Order 03-42?

20       A. I think this is more a discussion of English  
21 language constructs than the thought process behind the  
22 FCC staffer who wrote it.

23       Q. Make sure I'm clear. You're using -- you're  
24 interpreting the FCC's order how in relation to Page 19,  
25 Lines 5 through 9?

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1       A. That the words "such as disconnect reports" is  
2 used as an illustration of the concept.

3       Q. And what are you using for that supposition?

4       A. My understanding of the English language, the  
5 same way as I understand what a comma and semicolon are  
6 used for.

7       Q. Look on Lines 11 through 16. You say that, "To  
8 the extent that some competitor brings an enforcement  
9 action claiming that the incumbent initiated market  
10 retention efforts prior to the completion of the  
11 conversion, the incumbent in defense can proffer an  
12 internal report, however characterized," open paren,  
13 "i.e., disconnect report," close paren, "identifying all  
14 of the carrier switches and the dates upon which those  
15 switches were completed."

16           You see that?

17       A. Uh-huh.

18       Q. Are you saying that BellSouth can use  
19 disconnect reports to defend against the claim that we  
20 violated CPNI laws, but can't use the same information

21 to market?

22 MR. CRUZ-BUSTILLO: Objection, compound,  
23 meaning there's two questions in there.

24 MR. MEZA: I understand what compound means.  
25 Thank you, Counselor.

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1 MR. CRUZ-BUSTILLO: Well, for my witness.

2 MR. MEZA: Yes.

3 BY MR. MEZA:

4 Q. And to appease your counselor's objection, I'll  
5 separate it.

6 Are you saying that BellSouth can use  
7 disconnect reports to defend against the claim that  
8 BellSouth violated CPNI laws?

9 A. Yes.

10 Q. But BellSouth cannot use those same reports for  
11 marketing purposes?

12 A. That's correct.

13 Q. And why is that?

14 A. Because you're prohibited from using those  
15 reports which are generated as a result of a CLEC change  
16 order for marketing purposes. If you don't agree that  
17 99-223 covers that, then, clearly, you have to agree  
18 that 03-42, Paragraph 28, clearly says that.

19 Q. Okay. On Page 20, Lines 8 through 10, you  
20 quote again the key customer order which quotes the  
21 03-42 order from the FCC, stating, "Executing carriers  
22 may not at any time in the carrier marketing process  
23 rely on specific information they obtained from  
24 submitting carriers due solely to their position as

25 executing carrier."

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1 Do you see that?

2 A. Uh-huh.

3 Q. Is that a yes?

4 A. Yes, I do.

5 Q. Okay. What is your understanding of what the  
6 FCC meant with the phrase "specific information"?

7 A. Anything contained within a CLEC LSR, including  
8 the implicit knowledge that the customer left BellSouth  
9 to go to the CLEC. The existence of the LSR itself is  
10 specific knowledge.

11 Q. So let me understand what your position is.  
12 Supra gets to use the fact that it lost a customer --  
13 notice of the fact that it lost a customer for win-back  
14 purposes, correct?

15 A. I told you earlier we don't engage in that.

16 Q. I'm not saying whether you do or do not, but  
17 you can, and under your theory of the law, Supra is  
18 allowed to do that? Or any CLEC, if you're troubled  
19 with the Supra.

20 A. I don't see it prohibited in the FCC order.

21 Q. So you can use the information and the  
22 knowledge that you actually do receive that you lost a  
23 customer to initiate marketing and win-back activities,  
24 but BellSouth can't; is that right?

25 A. We don't do that, but I don't see any

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1 prohibition against it.

2 Q. But BellSouth can't?

3 A. BellSouth can't, and Supra doesn't.

4 Q. Page 21 and Page 22, starting with Line 18 on  
5 Page 21, what is the basis of your statement on Page 22,  
6 Line 4 that, "The only reasonable conclusion that can be  
7 drawn from the operative phrase, quote, that  
8 information, end quote, is that the FCC was referring to  
9 the first of the two choices that I have outlined"?

10 A. When you read Paragraph 27, it's quite clear  
11 that the subject of that sentence is carrier change  
12 information. The restrictions on carrier change  
13 information are something that's acquired through normal  
14 channels in a form available throughout the retail  
15 industry and after a change has been implemented.

16 It's just outside reality or outside -- it's  
17 outside any understanding of English sentence structure  
18 to refer that to disconnect reports. The subject of the  
19 sentence is carrier change information available through  
20 retail means.

21 Q. So what is your understanding of why -- or what  
22 is your belief as to why the FCC put in the paren, such  
23 as in disconnect reports, close paren?

24 MR. CRUZ-BUSTILLO: Objection, asked and  
25 answered.

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1 But go ahead.

2 THE WITNESS: It's an illustration.

3 BY MR. MEZA:

4 Q. And you would not give any significance to that  
5 illustration in your interpretation of Paragraph 27?

6           A. Well, it all depends, because throughout this  
7 proceeding, BellSouth has characterized disconnect  
8 reports as something that's derivative of the CLEC LSR,  
9 and if that's going to be your definition of a  
10 disconnect report, then it doesn't qualify by Paragraph  
11 27 or 28.

12                 Now, I don't think your definition of a  
13 disconnect report and the FCC's agree. The FCC's  
14 definition of a disconnect report is, first of all,  
15 carrier change information obtained through normal  
16 channels in a form available throughout the retail  
17 industry and after the change has been implemented.

18           Q. Okay.

19           A. None of which apply to a D order.

20           Q. Well, in your reference and in your  
21 understanding, what would be an appropriate disconnect  
22 report?

23                 MR. CRUZ-BUSTILLO: Objection, calls for  
24 speculation.

25                 THE WITNESS: You know, I -- I'm not aware of

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1 anything in the industry today that would qualify under  
2 that.

3 BY MR. MEZA:

4           Q. Okay.

5           A. I mean, there might be something that I'm not  
6 unaware of, but I've searched for that answer as well.

7           Q. Look on Page 24.

8           A. Let me amend that last answer. In that  
9 limited -- in that limited avenue where the customer

10 calls you and notifies you directly, that would be one  
11 example.

12 Q. Okay.

13 A. That's probably the only one that I've actually  
14 been able to identify.

15 Q. What you testified is in the vast minority?

16 A. It is in the vast minority.

17 Q. Okay. If you'd go to Page 24 of your rebuttal,  
18 Lines 5 through 8, you're citing a rule of statutory  
19 construction that, "Courts should disfavor  
20 interpretations of statutes and presumably Commission  
21 orders that render the language superfluous and  
22 meaningless."

23 Is that your -- excuse me. Did you write that  
24 testimony, that sentence?

25 A. I didn't write that sentence. I wrote a much

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1 cruder sentence.

2 Q. Okay. Where did you obtain your knowledge of  
3 statutory construction?

4 A. Actually, it was a concept that was heavily  
5 argued in Arbitrations I and II. When I was in the  
6 courtroom, I listened to them, and when I put this  
7 together, I made a reference to that that was then  
8 cleaned up.

9 Q. All right. Focus on FCC 03-42.

10 A. All right.

11 Q. Paragraph 27, last sentence, "Under these  
12 circumstances, the potential for anticompetitive  
13 behavior by an executing carrier is curtailed because



14 competitors have access to equivalent information for  
15 use in their own marketing and win-back operations."

16 Do you see that?

17 A. Uh-huh.

18 Q. I want to focus on the phrase "equivalent  
19 information." Is it your opinion that equivalent  
20 information means identical information?

21 A. Well, identical information is certainly  
22 equivalent.

23 Q. I agree with that.

24 A. Okay.

25 Q. But is equivalent information identical?

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1 A. It would be my opinion that equivalent  
2 information does not necessarily have to meet the test  
3 of identical unless it's so stated.

4 Q. Why isn't the PMAP line loss report not  
5 equivalent information?

6 A. Well, if you were to take just the relationship  
7 between Supra and BellSouth, here you have one carrier,  
8 one incumbent. When Supra loses a customer, any  
9 customer, BellSouth sees it. On the other hand --

10 Q. Wait, wait. Let me -- I don't want to  
11 interrupt you, but the wholesale side of BellSouth sees  
12 it when Supra loses a customer. Would you agree with  
13 that?

14 A. I would agree with that.

15 Q. Okay. I didn't mean to interrupt you.

16 A. And it's not necessarily true that retail  
17 doesn't see it.

18 Q. But you're not -- well --

19 A. Certainly in the case where you win the  
20 customer back, retail sees that one.

21 Q. Correct.

22 A. Okay?

23 Q. Okay.

24 A. On the other hand, if you lose a customer to  
25 AT&T, Supra doesn't see it. You see, you see every

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1 customer every CLEC loses. The CLEC, on the other hand,  
2 sees only the customers they lose.

3 was that the nature of your question?

4 Q. I'm just asking you why is it that the PMAP  
5 line loss report isn't equivalent information that they  
6 can use in their own marketing and win-back operations  
7 as referenced in the last sentence of Paragraph 27?

8 A. It may well be, although -- although the  
9 population of orders that an ALEC can see is vastly  
10 smaller than the population of orders that BellSouth  
11 sees, but the mechanism is similar.

12 Q. So you may agree with me that a PMAP line loss  
13 report could constitute equivalent information, as that  
14 phrase is used in the last sentence of Paragraph 27?

15 A. Well, not exactly, because that is a sentence  
16 describing the characteristics of -- as we go back to  
17 the beginning of that paragraph, "Carrier change  
18 information acquired through normal channels in a form  
19 available throughout the retail industry and after the  
20 carrier change has been implemented."

21 PMAP doesn't meet those requirements. I mean,  
Page 88

22 I understand your argument, but you have to read the  
23 whole paragraph.

24 Q. And it doesn't meet that requirement because  
25 it's not in a form available throughout the retail

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1 industry, meaning that not every carrier has access to  
2 every other carriers' information? Is that why it  
3 doesn't meet the above sentence?

4 A. That, and the argument that you and I have had  
5 this morning over the use of the word "independent,"  
6 which I believe is implicitly in that paragraph --

7 Q. Fair enough.

8 A. -- due to the statements of Paragraph 28.

9 Q. Okay.

10 A. But it's certainly not available throughout the  
11 retail industry. It's only available to Supra.

12 Q. If you can give me one second?

13 Okay. Let me ask you a series of quick  
14 questions on your discovery responses that I just  
15 received this morning, but I believe was E-mailed to me  
16 last night.

17 MR. CRUZ-BUSTILLO: Yes, E-mailed to you  
18 yesterday at four o'clock.

19 BY MR. MEZA:

20 Q. And this may be more of an issue for your  
21 counsel and I to argue about, but on Page 24, Lines 1  
22 through 4 of your direct, you're referring to what a  
23 BellSouth retail sales center will tell a customer.  
24 You're not including that claim in your complaint  
25 relating to Sunrise, are you?

1 A. It's not one of the identified issues. It is a  
2 fact. We produced evidence on that numerous times  
3 through the various arbitrations.

4 Q. And --

5 A. It really does happen. As a matter of fact, I  
6 think if you're not aware of it, that particularly in  
7 the area of DSL, you might want to contact Mr. Edenfield  
8 who receives routine letters from Mr. Chaiken on this  
9 matter.

10 Q. Do you consider this statement to be irrelevant  
11 to this proceeding?

12 A. Win-back is win-back. When you create an  
13 opportunity for win-back, it harms competition. That  
14 said, we're not pursuing any issues related to the  
15 specific activity in this docket, to the best of my  
16 knowledge. That doesn't mean it's not happening.

17 Q. Well, again, so let me ask my question again  
18 because the objection I got for "Identify basis and any  
19 documents to support your contention," was, "It's  
20 irrelevant."

21 A. Okay. It's irrelevant.

22 Q. So it's irrelevant?

23 A. I would have rather they wrote something  
24 different, but --

25 Q. If it's irrelevant, that's fine, but I don't

1 want to have to --

2 A. I didn't think you were going to argue with  
3 that one. I'm the one that wishes they said something  
4 different -- we said something different.

5 MR. CRUZ-BUSTILLO: You want to take a  
6 five-minute break?

7 MR. MEZA: I'm done.

8 MR. CRUZ-BUSTILLO: I mean, take a five-minute  
9 break and do redirect? I don't know if I have any  
10 redirect.

11 MR. MEZA: That's fine. You want to see if  
12 staff has any questions so we can gauge -- Staff, do you  
13 have any questions for Mr. Nilson? I think I'm done.

14 MS. DODSON: No, we have no questions.

15 (Thereupon, a recess was taken.)

16 MR. CRUZ-BUSTILLO: Okay. I guess we're back  
17 on the record, and we have no redirect. We're going to  
18 save it for the hearing.

19 (Thereupon, the deposition was concluded,  
20 reading and signing having been waived.)

21  
22  
23  
24  
25

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1 CERTIFICATE OF OATH

2 STATE OF FLORIDA:

SS.

3 COUNTY OF MIAMI-DADE:

4

5 I, ROBIN GONZALEZ, Registered Professional

6 Reporter and Notary Public for the State of Florida at  
7 Large, do hereby certify that I was authorized to and  
8 did report in shorthand the deposition of DAVID A.  
9 NILSON, and that the pages, numbered from 1 through 104,  
10 inclusive, contain a full, true and complete  
11 transcription of my shorthand report of same.

12 I further certify that said witness was duly  
13 sworn according to law.

14 I further certify that I am not of counsel to  
15 said cause or otherwise interested in the event thereof.

16  
17 WITNESS my hand this 26th day of August, 2003.

18  
19  
20  
21  
22  
23  
24  
25

---

ROBIN GONZALEZ, RPR  
Commission # CC 905865  
Expires Feb. 7, 2004

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NO. 030349-TP EXHIBIT NO. 6

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DATE: 08-29-03 Pate, Schmeds  
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DATE: 08-29-03





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July 14, 2003

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

"DAN" Exhib.  
(Redacted)

**RE: Docket No. 030349-TP - REPLACEMENT EXHIBITS**

Dear Mrs. Bayo:

Enclosed are the original and seven (7) sets of Supra Telecommunications and Information Systems, Inc.'s (Supra) **Bate Stamped** Replacement Exhibits in the above captioned docket. Confidential Exhibits are provided in a protected seal, and confidentiality is still being claimed to these Confidential Exhibits in their entirety.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

*Jorge Cruz-Bustillo / LWA*  
Jorge Cruz-Bustillo  
Assistant General Counsel

**FLORIDA PUBLIC SERVICE COMMISSION**  
DOCKET NO. 030349-TP EXHIBIT NO. 8  
COMPANY/ Supra-PreFiled  
WITNESS. DAN 1-20  
DATE: 08-29-03

DOCUMENT NUMBER-DATE  
06172 JUL 14 03  
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**CERTIFICATE OF SERVICE**  
**Docket No. 030349-TP**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via Hand Delivery this 14<sup>th</sup> day of July 2003 to the following:

Ms. Linda Dodson, Esq.  
Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Ms. Nancy B. White, Esq.  
c/o Nancy H. Sims  
150 South Monroe Street, Suite 400  
Tallahassee, FL. 32301  
(850) 222-1201 (voice)  
(850) 222-8640 (fax)

By:   
\_\_\_\_\_  
JORGE CRUZ-BUSTILLO

**Docket No. 030349-TP**  
**Bate Stamped Replacement Exhibits**

July 14, 2003

<b>Exhibit No.</b>	<b>Bate Stamp No.</b>	<b>Remarks</b>
DAN1	000001	
DAN2	000002 - 000003	
DAN3	000004 - 000006	
DAN4	000007 - 000013	
DAN5	000014	Intentionally Left Blank
DAN6	000015 - 000690	CONFIDENTIAL
DAN7	000691 - 000986	CONFIDENTIAL
DAN8	000987 - 001048	CONFIDENTIAL
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DAN10	001061 - 001114	CONFIDENTIAL
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DAN13	001117 - 001118	CONFIDENTIAL
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DAN18	001549 - 001667	CONFIDENTIAL
DAN19	001668 - 001836	CONFIDENTIAL
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Date - -

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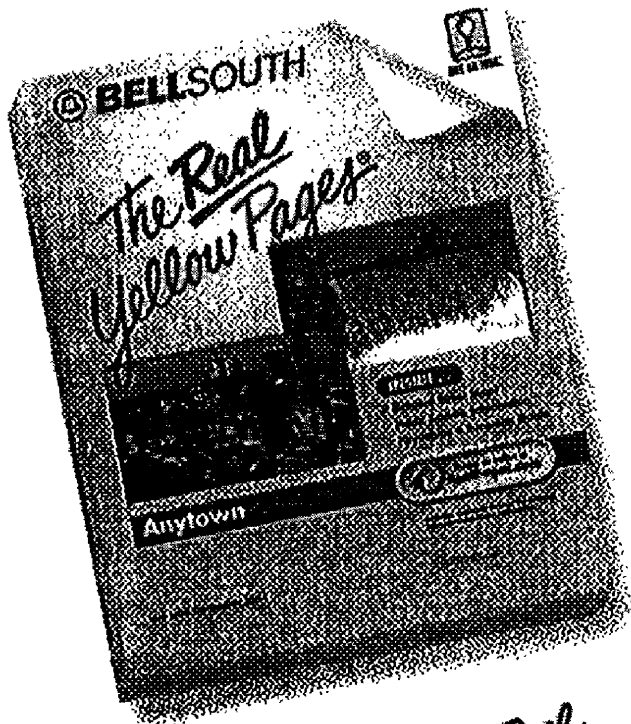
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Docket No. 030349-TP  
Supra Exhibit – DAN3

0048846  
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Sincerely,

Karen McCue  
Director – Consumer Marketing

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Atentamente,



Karen McCue  
Directora de Mercadeo al Consumidor

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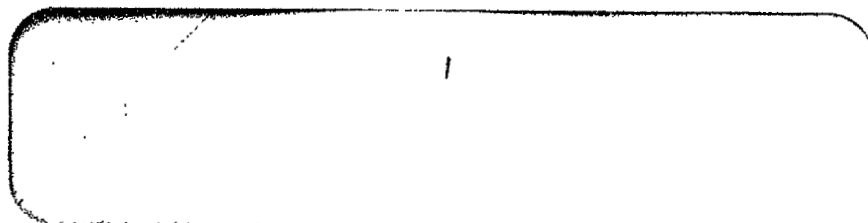


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Docket No. 030349-TP  
Supra Exhibit – DAN4

NP401F-0039006-4/1B

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Sincerely,



Cherise Cameron  
Director, Consumer Marketing


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Account Number 00 123456 789 0000		Local	
BellSouth Local-land Local Toll Charges	Monthly Local Service Fee   Month: Mar 03 From Service	Usage	Amount
	1. Access/Transmittal Fee 2. Service Charge 3. Long Distance Service Charge 4. Other Charges	1	12

Your bill page will look similar to this.

## BellSouth Valued Customer Cash-Back Coupon

Please print legibly

\_\_\_\_\_  
Your name as it appears on your residential BellSouth bill

\_\_\_\_\_  
Your complete address as it appears on your BellSouth bill

\_\_\_\_\_  
City, State, and Zip Code

( ) \_\_\_\_\_  
Area Code/Telephone number

( ) \_\_\_\_\_  
Telephone number at billing address (if different)

Mail this completed form to: BellSouth Cash-Back Reward Center, P.O. Box 540606,  
Waltham, MA 02454

### IMPORTANT INFORMATION

This coupon must be completed and postmarked by July 1, 2003.

**NOTICE:** A check will not be issued for coupons submitted without the required bill page attached. Only orders for BellSouth local phone service placed between February 15 and May 15, 2002, qualify for the promotion. Cancelled orders are not eligible for any cash-back offer. You must be a BellSouth residential customer in order to receive the cash-back offer. Offer subject to applicable regulatory approvals, if any. Offer may be modified or withdrawn at any time without notice. Please allow 8 - 10 weeks for your check to arrive. Other restrictions may apply.

000008

**Service Order List with TN of '9549272804'**  
**Sorted by Current DD**

Position	PON	SO	APP DATE	TN	Status (SR)	Days In Status	Current DD	List Name
1	STICHR202818	CRD3PV62	10/1/01	9549272804342	CA	634	10/1/01	IONESCU, MIHAELA
2	STICHR202818	CR6PJHT3	10/16/01	9549272804342	CA	619	10/16/01	IONESCU, MIHAELA

<< < 15846 > >> 1-2 of 2 service orders matching your criteria      Download results to Excel

Service Order CRD3PV62

Printable Format

Last Pass Received: 10/1/01 6:00:38 PM

Days in Current Status: 634

CA 002 CD3PV6 954920 AM - - Y N  
954 927-2804F342 - - HLWD10-01-01 1722 10-01  
CRD3PV62 LFR YAXQBZ0 10-01-01 W



000010

Document Title

Number of times in this status: 002

CANC CO RSNS  
ZRTI S.QS,800 773-4967,DP,205321  
PCL MCH F 05-26-98  
CENT R0X

---LIST

LN  
LA 1247 HARRISON ST  
SA 1247 HARRISON ST, HLWD, FL  
DZIP 33019

---DIR

DDA 1247 HARRISON/ STHOLLYWOOD FL 33019  
IDEL AL, BL

---BILL

PO MIAMI FL 33133  
TAX 0000  
TAR 019,801  
IBI WSO  
RESH R7012  
MAN R7012  
IPON STICHER202818

---S&E

RI LFR/TN 954 927-2804/PIC 0288/LPIC 5124/PCA FR, 05-15-98  
/NMC /ZLCP R/LPCA BO, 09-15-98/SED 09-05-01/ZSER 5F10000006  
RI CREX4/TN 954 927-2804/CBK B/SED 09-05-01/ZSER 6610000007  
/RMKR (B) 07-06-97  
RI LNPCX/TN 954 927-2804/SED 09-05-01/ZSER 6D10000008  
RI 9LM/TN 954 927-2804/SED 09-05-01/ZSER 7B1000000A  
II CREX6/TN 954 927-2804/RMKR (A) 10-01-01  
II SOMEC

Service Order CRD3PV62

Last Pass Received: 10/1/01 6:00:38 PM

Days in Current Status: 634

CA 002	CRD3PV6	954920	AM	-	-	Y	N
954	927-2804F	342	-	-	HLWD	10 - 01-01	1722 10-01
CRD3PV62	LFR	YAXQBZ0	10-	01-	01	W	

Number of times in this status: 002

CANC CO RSNS 8 7  
 ZRTI S, QS, 800 773-4967, DP, 205321 28 27  
 PCL MCH F 05-26-98 15 14  
 CENT ROX 4 3

---LIST

LN : . 17 16  
 LA 1247 HARRISON ST 17 16  
 SA 1247 HARRISON ST, HLWD, FL 27 26  
 DZIP 33019 6 5

---DIR

DDA 1247 HARRISON/ STEHOLLYWOOD FL 33019 51 50  
 IDEL A1, B1 7 6

---BILL

PO MIAMI FL 33133 15 14  
 TAX 0000 5 4  
 TAR 019,801 8 7  
 IBI WSO 4 3  
 RESH R7012 6 5  
 MAN R7012 6 5  
 IPON STICHR202818 13 12

---S&E

R1 LFR/TN 954 927-2804/PIC 0288/LPIC 5124/PCA FR, 05-15-98  
 /NMC /ZLCP R/LPCA BO, 09-15-98/SED 09-05-01/ZSER 5F10000006  
 115 122  
 R1 CREX4/TN 954 927-2804/CBK B/SED 09-05-01/ZSER 6610000007  
 /RMKR (B) 07-06-97 75 78  
 R1 LNFCX/TN 954 927-2804/SED 09-05-01/ZSER 6D10000008 51 50  
 R1 9LM/TN 954 927-2804/SED 09-05-01/ZSER 7B1000000A 49 48  
 I1 CREX6/TN 954 927-2804/RMKR (A) 10-01-01 40 39  
 I1 SOMEC 6 5

000012

Service Order Detail

Service Order CR6PJHT3

Last Pass Received: 10/16/01 6:04:26 PM

Days in Current Status: 619

CA 002 C6PJHT	954920	AM	-	-	Y	N
954 927-2804F 342	-	HLWD	10	-	16-01 1345	10-16
CR6PJHT3	1FR YAXQBZ0	10-	16-	01	W	

Number of times in this status: 002

CANC CO RSNS 8 7  
 ZRTI S, QS, 800 773-4967, DP, 205321 28 27  
 PCL MCH F 05-26-98 15 14  
 CENT ROX 4 3

---LIST

LN 17 16  
 LA 1247 HARRISON ST 17 16  
 SA 1247 HARRISON ST, MLWD, FL 27 26  
 DZIP 33019 6 5

---DIR

DDA 1247 HARRISON/ STHOLLYWOOD FL 33019 51 50  
 IDEL A1, B1 7 6

---BILL

FO MIAMI FL 33133 15 14  
 TAX 0000 5 4  
 TAR 019,801 8 7  
 IBI WSO 4 3  
 RESH R7012 6 5  
 MAN R7012 6 5  
 IPON STICHR202818 13 12

---S&E

R1 1FR/TN 954 927-2804/PIC 0288/LPIC 5124/PCA FR, 05-15-98  
 /NMC /ZLCP R/LPCA BO, 09-15-98/SED 09-05-01/ZSER 5F10000006  
 115 122  
 R1 CREX4/TN 954 927-2804/CBK B/SED 09-05-01/ZSER 6610000007  
 /RMKR (B) 07-06-97 75 78  
 R1 LNPCK/TN 954 927-2804/SED 09-05-01/ZSER 6D10000008 51 50  
 R1 9LM/TN 954 927-2804/SED 09-05-01/ZSER 7B1000000A 49 48  
 I1 CREX6/TN 954 927-2804/RMKR (A) 10-16-01 40 39  
 I1 SOME6 6 5

000013



**Docket No. 030349-Tp  
Supra Exhibit – DAN5**

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**000014**

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN6**

**CONFIDENTIAL**

000015 – 000690

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN7**

**CONFIDENTIAL**

000691 – 000986

**Docket No. 030349-Tp  
Supra Exhibit – DAN8**

**CONFIDENTIAL**

000987 – 001048

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN9**

**CONFIDENTIAL**

001049 – 001060

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN10**

**CONFIDENTIAL**

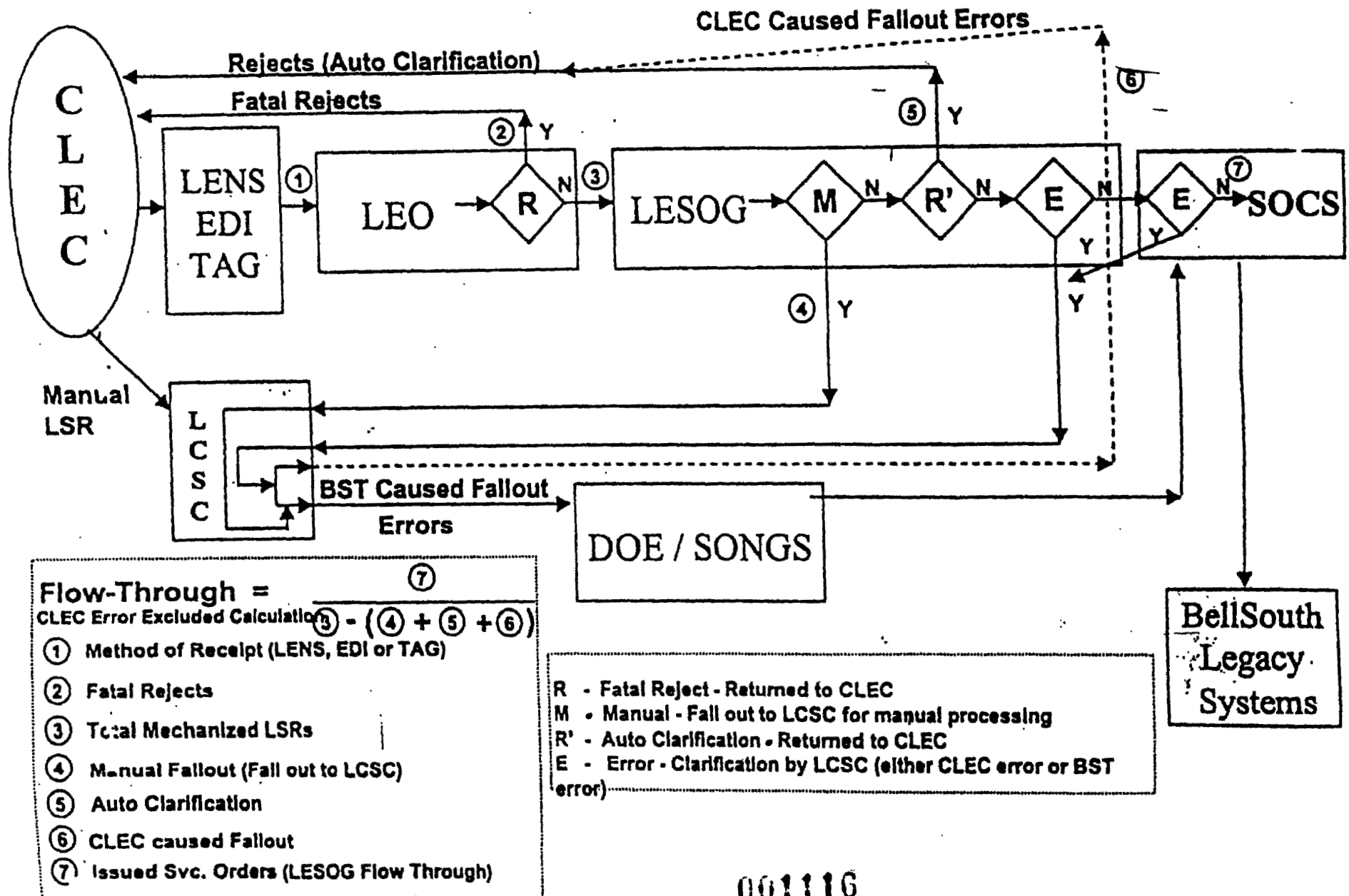
001061 – 001114

**Docket No. 030349-Tp  
Supra Exhibit – DAN11**

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**001115**

# CLEC Ordering Process Flow



001116



**Docket No. 030349-Tp**  
**Supra Exhibit – DAN13**

**CONFIDENTIAL**

001117 - 001118

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN14**

**CONFIDENTIAL**

001119 – 001125

**Docket No. 030349-Tp  
Supra Exhibit – DAN15**

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001126

**Docket No. 030349-Tp  
Supra Exhibit – DAN16**

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001127

**Docket No. 030349-Tp  
Supra Exhibit – DAN17**

**CONFIDENTIAL**

001128 – 001548

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN18**

**CONFIDENTIAL**

001549 – 001667

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN19**

**CONFIDENTIAL**

001668 - 001836

**Docket No. 030349-Tp**  
**Supra Exhibit – DAN20**

**CONFIDENTIAL**

001837 - 001930



1           **Exhibits**

2   **BST Winback letters / Documents**

3   Supra Exhibit # DAN1 [REDACTED]

4           [REDACTED]

5   Supra Exhibit # DAN2   Example of a BellSouth mailing to a customer stating  
6                                "Here's important information about your new telephone  
7                                service!" to a Supra customer, showing a BellSouth order  
8                                number and PIN number not available to Supra. This is  
9                                triggered by a Supra conversion of this line from resale to  
10                              UNE on this line and is clear violation of Section 22 CPNI  
11                              rules, as the order never flowed from or to BellSouth.

12   Supra Exhibit # DAN3   BellSouth "complete choice" letter, late 2002.

13   Supra Exhibit # DAN4   BellSouth "unlimited Answers" Winback letter. Early 2003.

14   Supra Exhibit # DAN5   DAN5 Intentionally left Blank.

15   [REDACTED]

16   Supra Exhibit # DAN6   -- [REDACTED]

17           [REDACTED]

18           [REDACTED]

19   Supra Exhibit # DAN7   -- [REDACTED]

20           [REDACTED]

21   Supra Exhibit # DAN8   -- [REDACTED]

22           [REDACTED]

23           [REDACTED]

**FLORIDA PUBLIC SERVICE COMMISSION**  
DOCKET  
NO. \_\_\_\_\_ EXHIBIT NO. \_\_\_\_\_  
COMPANY/ \_\_\_\_\_  
WITNESS: \_\_\_\_\_  
DATE: \_\_\_\_\_

1 Supra Exhibit # DAN9 -- [REDACTED]

2 [REDACTED]

3 [REDACTED]

4 Supra Exhibit # DAN10 -- [REDACTED]

5 [REDACTED]

6

7 **OSS Schematics**

8 [REDACTED]

9 Supra Exhibit # DAN11 --DAN 11 Intentionally left Blank.

10 Supra Exhibit # DAN12 CLEC Ordering Process Flow

11 Supra Exhibit # DAN13 -- [REDACTED]

12 [REDACTED] ALEC Pre-ordering Interface Flow. Exhibit 6 contained  
13 within Supra Exhibit # DAN17. Originally presented in [REDACTED]

14 [REDACTED]

15 Supra Exhibit # DAN15 Intentionally left Blank.

16 Supra Exhibit # DAN16 Intentionally left Blank.

17

18 **Depositions**

19 [REDACTED]

20 Supra Exhibit # DAN17 -- [REDACTED]

21 Supra Exhibit # DAN18 -- [REDACTED]

22 Supra Exhibit # DAN19 -- [REDACTED]

23



Telephone: (850) 402-0510  
Fax: (850) 402-0522  
www.supratelecom.com

1311 Executive Center Drive, Suite 220  
Tallahassee, FL 32301-5027

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June 27, 2003

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

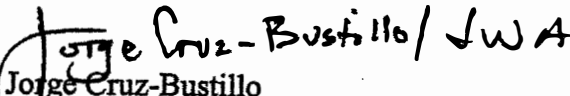
**RE: Docket No. 030349-TP -  
SUPRA's DIRECT TESTIMONY OF DAVID A. NILSON**

Dear Mrs. Bayo:

Enclosed is the original and seven (7) redacted copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Direct Testimony of David A. Nilson and Exhibits; and one confidential copy along with confidential exhibits are filed in a sealed envelope in the above captioned docket. Confidentiality is being claimed to portions of the Testimony and to some Exhibits in their entirety.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

  
Jorge Cruz-Bustillo  
Assistant General Counsel

DOCUMENT NUMBER 030349-TP

05812 JUN 30 8

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**  
**Docket No. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Facsimile, Hand Delivery, U.S. Mail and/or Federal Express this 27<sup>TH</sup> day of June 2003 to the following:

Ms. Linda Dodson, Esq.  
Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Ms. Nancy B. White, Esq.  
c/o Nancy H. Sims  
150 South Monroe Street, Suite 400  
Tallahassee, FL. 32301  
(850) 222-1201 (voice)  
(850) 222-8640 (fax)

By: George Cruz-Bustillo / SWA  
JORGE CRUZ-BUSTILLO

**Docket No. 030349-Tp  
Supra Exhibit – DAN1**

**TO FILE WHEN  
RECEIVED FROM  
FEDEX OR  
REPLACEMENT  
ARRIVES**

[United States Home](#)

[Information Center](#) | [Customer Support](#)



Search

Package / Envelope Services		Freight Services	Same Day Services			
Ship	Track	Rates	Pickup	Locations	Transit Time	International

### Track Shipments Detailed Results

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<b>Tracking number</b>	791423657744	<b>Delivery location</b>	TALLAHASSEE FL
<b>Ship date</b>	Jun 26, 2003	<b>Service type</b>	Priority Overnight

**You can also track:**

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- [By Email](#)
- [TCN \(Gov't\)](#)

**Track other FedEx**

- [FedEx Custom](#)
- [FedEx Tracking](#)
- [International](#)

Date/time	Status	Location	Comments
Jun 27, 2003	7:35 am	Arrived at FedEx Destination Location	TALLAHASSEE FL
	6:45 am	Left FedEx Ramp	TALLAHASSEE FL
	6:09 am	Arrived at FedEx Ramp	TALLAHASSEE FL
Jun 26, 2003	4:01 am	Left FedEx Sort Facility	MEMPHIS TN
	12:36 am	Arrived at Sort Facility	MEMPHIS TN
	11:13 pm	Arrived at FedEx Ramp	MIAMI FL
	10:54 pm	Left FedEx Ramp	MIAMI FL
	8:39 pm	Left FedEx Origin Location	CORAL GABLES FL
	8:27 pm	Left FedEx Origin Location	CORAL GABLES FL
	8:16 pm	Left FedEx Origin Location	CORAL GABLES FL
	8:09 pm	Left FedEx Origin Location	CORAL GABLES FL
	7:52 pm	Picked up by FedEx	CORAL GABLES FL

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Reduce future mistakes  
[FedEx Address Checker](#)

[Signature proof](#)      [Track more shipments](#)

**Email your detailed tracking results (optional)**

Enter your email, submit up to three email addresses (separated by commas), add your message (optional), and click **Send email**.

From:

To:

Add a message to this email.

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*The Real  
Yellow Pages®*

2670 Breckenridge Blvd.  
Duluth, GA 30096

PRESORTED  
FIRST CLASS  
U.S. POSTAGE PAID  
DIRECTORY  
OPERATIONS

**Here's important  
information about  
your new telephone  
service!**

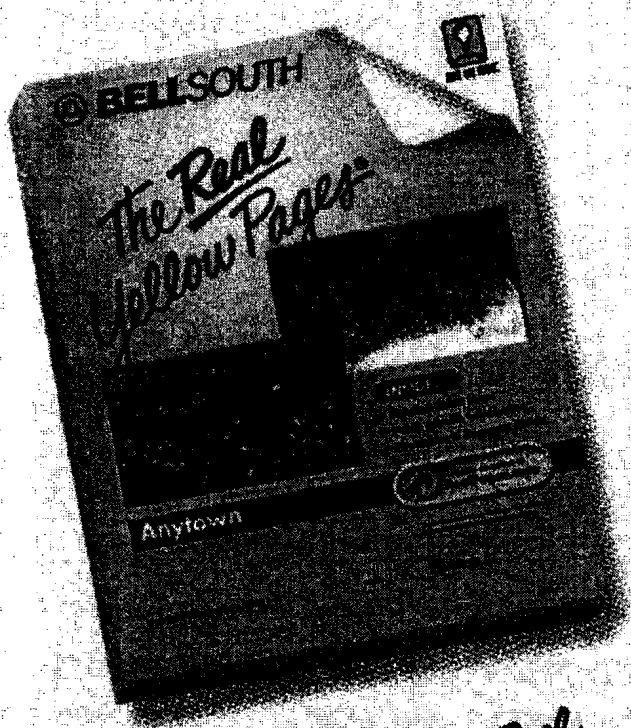
Order Number (BST)  
270232071  
PIN: 8373

\*\*\*\*\*AUTO\*\*3-DIGIT 331 T11 P1  
[REDACTED] NILSON 4097  
[REDACTED] SW [REDACTED] TH ST  
MIAMI FL 331 [REDACTED]



# **We want you to have our phone book!**

That is, ....if you don't have it already.



© BELL SOUTH

*The Real  
Yellow Pages*

Our records indicate that you recently had a change in your telephone service. If you need directories at this time as a result of this change, please contact us at:

## **1-866-847-2464**

This is a toll-free call to our automated order system. When you call, you will be asked for your order number and PIN that is printed on the other side of this card.

**Please note that you will automatically receive the new issue of the directory when it comes out. This number is for ordering a complimentary copy of the current issue of your local directory if you need it now.**



**Docket No. 030349-Tp  
Supra Exhibit – DAN3**

**TO FILE WHEN  
RECEIVED FROM  
FEDEX OR  
REPLACEMENT  
ARRIVES**

304 Pine Avenue  
4<sup>th</sup> Floor  
Albany, GA 31701

Docket No. 030349-TP  
Supra Exhibit - DAN4

NP40FL1

1247 Harrison St  
Hollywood, FL 33019-1511



Dear Mihaela Ionescu,

We're always disappointed to lose a valued customer like you. So in hopes of bringing you back, we have created something new and really special — a money-saving, make-your-life-simple calling plan.

***Introducing the BellSouth® Unlimited Answers™ Plan!***

Come back today and get unlimited long distance and local service and the BellSouth® Complete Choice® plan — all for one low monthly fee of just \$49.99.

It's the perfect calling plan! Now you can call anytime, anywhere in the United States, as often as you want. Just look at all you get:

- Unlimited local and long distance service...24 hours a day, 7 days a week!
- The Complete Choice plan, including Caller ID Deluxe<sup>3</sup>... Call Waiting Deluxe... Call Return (\*69)<sup>3</sup>...Three-way Calling<sup>3</sup>...BellSouth® RingMaster Service®...Call Block<sup>4</sup> and more.
- BellSouth® Voice Mail service...so you never miss a call.
- All from one company, on one bill, with one phone number.

***PLUS, we'll waive your local service connection fee — a savings of \$40.00.***

There's never been a better time to come back to BellSouth! In fact, we'll even give you some spending money to use however you please...

***\$75.00 CASH BACK when you sign up for the Complete Choice plan!***

Enjoy the convenience of having all your phone services in one place, with one simple, easy-to-read bill. Regardless of your individual calling needs, BellSouth has a plan and the services to fit your lifestyle and your budget...local service, long distance, dial-up and high-speed DSL Internet services, wireless, 2-way paging and more. All from the company you know and trust.

Call us today toll free at 1 800 467-6509.

Sincerely,



Cherise Cameron  
Director, Consumer Marketing



P.S. Come back to BellSouth today and get \$75.00 CASH BACK!

(see back for more details)

# Here's your \$75 Cash-Back Coupon.

1. Fill out the coupon below completely.
2. Attach a copy of all pages of your BellSouth bill that show your first month's charges for the BellSouth services qualifying you for this cash-back offer. This is your proof of purchase.
3. Place the coupon and the copy of your bill in an envelope and mail to the address shown below. Please do not include the coupon with your regular bill payment to BellSouth as it will not be processed. You will receive your cash-back check within 8 to 10 weeks after your coupon arrives at the BellSouth Cash-Back Reward Center.

Cancelled orders are not eligible for any cash-back offer.  
For check inquiry questions only, call toll free 1 888 803-9481.

			
<small>Account Number 001 000000 000 0000</small>			
<small>BellSouth Local Landline Service</small>		<small>Monthly Local Service Only   Through May 31</small>	
<small>Direct Bill Charges</small>		<small>Quantity</small>	
<small>1. BellSouth Local Landline Service</small>		<small>1</small>	
<small>2. BellSouth Local Landline Service</small>		<small>1</small>	
<small>3. BellSouth Local Landline Service</small>		<small>1</small>	
<small>4. BellSouth Local Landline Service</small>		<small>1</small>	
<small>5. BellSouth Local Landline Service</small>		<small>1</small>	
<small>6. BellSouth Local Landline Service</small>		<small>1</small>	
<small>7. BellSouth Local Landline Service</small>		<small>1</small>	
<small>8. BellSouth Local Landline Service</small>		<small>1</small>	
<small>9. BellSouth Local Landline Service</small>		<small>1</small>	
<small>10. BellSouth Local Landline Service</small>		<small>1</small>	
<small>11. BellSouth Local Landline Service</small>		<small>1</small>	
<small>12. BellSouth Local Landline Service</small>		<small>1</small>	
<small>13. BellSouth Local Landline Service</small>		<small>1</small>	
<small>14. BellSouth Local Landline Service</small>		<small>1</small>	
<small>15. BellSouth Local Landline Service</small>		<small>1</small>	
<small>16. BellSouth Local Landline Service</small>		<small>1</small>	
<small>17. BellSouth Local Landline Service</small>		<small>1</small>	
<small>18. BellSouth Local Landline Service</small>		<small>1</small>	
<small>19. BellSouth Local Landline Service</small>		<small>1</small>	
<small>20. BellSouth Local Landline Service</small>		<small>1</small>	

Your bill page will look similar to this.

## BellSouth Valued Customer Cash-Back Coupon

Please print legibly

\_\_\_\_\_  
Your name as it appears on your residential BellSouth bill

\_\_\_\_\_  
Your complete address as it appears on your BellSouth bill

\_\_\_\_\_  
City, State, and Zip Code

( ) \_\_\_\_\_  
Area Code/Telephone number

( ) \_\_\_\_\_  
Telephone number at billing address (if different)

Mail this completed form to: BellSouth Cash-Back Reward Center, P.O. Box 540606,  
Waltham, MA 02454

### IMPORTANT INFORMATION

This coupon must be completed and postmarked by July 1, 2003.

NOTICE: A check will not be issued for coupons submitted without the required bill page attached. Only orders for BellSouth local phone service placed between February 15 and May 15, 2003, qualify for the promotion. Cancelled orders are not eligible for any cash-back offer. You must be a BellSouth residential customer in order to receive the cash-back offer. Offer subject to applicable regulatory approvals, if any. Offer may be modified or withdrawn at any time without notice. Please allow 8 - 10 weeks for your check to arrive. Other restrictions may apply.

**Service Order List with TN of '9549272804'**  
**Sorted by Current DD**

Position	PON	SO	APP DATE	TN	Status (SR)	Days In Status	Current DD	List Name
1	STICHR202818	CRD3PV62	10/1/01	9549272804342	CA	634	10/1/01	IONESCU, MIHAELA
2	STICHR202818	CR6PJHT3	10/16/01	9549272804342	CA	619	10/16/01	IONESCU, MIHAELA

<< | < 15848 > | >> 1-2 of 2 service orders matching your criteria      [Download results to Excel](#)

**Service Order CRD3PV62**

Printable Format

Last Pass Received: 10/1/01 6:00:38 PM

Days in Current Status: 634

CA 002 CD3PV6 954920 AM - - Y N  
954 927-2804F342 - - HLWD10-01-01 1722 10-01  
CRD3PV62 LFR YAXQBZ0 10-01-01 W

Document Title

Number of times in this status: 002

CANC CO RSNS  
ZRTI S, QS, 800 773-4967, DP, 205321  
PCL MCH F 05-26-98  
CENT R0X

---LIST

LN  
LA 1247 HARRISON ST  
SA 1247 HARRISON ST, HLWD, FL  
DZIP 33019

---DIR

DDA 1247 HARRISON/ STHOLLYWOOD FL 33019  
IDEL AL, B1

---BILL

PO MIAMI FL 33133  
TAX 0000  
TAR 019,801  
IBI WSO  
RESH R7012  
MAN R7012  
IPON STICER202818

---S&E

R1 1FR/TN 954 927-2804/PIC 0288/LPIC 5124/PCA FR, 05-15-98  
/NMC /ZLCP R/LPCA BO, 09-15-98/SED 09-05-01/ZSER 5F10000006  
R1 CREX4/TN 954 927-2804/CBK B/SED 09-05-01/ZSER 6610000007  
/RMKR (B) 07-06-97  
R1 LNPCX/TN 954 927-2804/SED 09-05-01/ZSER 6D10000008  
R1 9LM/TN 954 927-2804/SED 09-05-01/ZSER 7B1000000A  
I1 CREX6/TN 954 927-2804/RMKR (A) 10-01-01  
I1 SOMEK

Service Order CRD3PV62

Last Pass Received: 10/1/01 6:00:38 PM

Days in Current Status: 634

CA 002 CD3PV6 954920 AM - - Y N  
954 927-2804F 342 - - HLWD 10 - 01-01 1722 10-01  
CRD3PV62 LFR YAXQBZO 10- 01- 01 W

Number of times in this status: 002

CANC CO RSNS 8 7  
ZRTI S, QS, 800 773-4967, DP, 205321 28 27  
FCL MCH F 05-26-98 15 14  
CENT ROX 4 3

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DDA 1247 HARRISON/ STEHOLLYWOOD FL 33019 51 50  
IDEL A1, B1 7 6

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/RMKR (B) 07-06-97 75 78  
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Service Order Detail

Service Order CR6PJHT3

Last Pass Received: 10/16/01 6:04:26 PM

Days in Current Status: 619

CA 002 C6PJHT 954920 AM - - Y N  
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**Supra Exhibit – DAN10**

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**Docket No. 030349-Tp  
Supra Exhibit – DAN13**

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**Docket No. 030349-Tp**  
**Supra Exhibit – DAN19**

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**Docket No. 030349-Tp**  
**Supra Exhibit – DAN20**

**CONFIDENTIAL**



BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of

PETITION FOR EXPEDITED REVIEW  
AND CANCELLATION OF BELLSOUTH  
TELECOMMUNICATIONS, INC.'S  
KEY CUSTOMER PROMOTIONAL  
TARIFFS AND FOR INVESTIGATION  
OF BELLSOUTH'S PROMOTIONAL  
PRICING AND MARKETING PRACTICES,  
BY FLORIDA DIGITAL NETWORK, INC.

DOCKET NO. 020119-TP

PETITION FOR EXPEDITED REVIEW AND  
CANCELLATION OF BELLSOUTH  
TELECOMMUNICATIONS, INC.'S KEY  
CUSTOMER PROMOTIONAL TARIFFS BY  
FLORIDA COMPETITIVE CARRIERS  
ASSOCIATION

DOCKET NO. 020578-TP

PETITION FOR EXPEDITED REVIEW AND  
CANCELLATION OR SUSPENSION OF  
BELLSOUTH TELECOMMUNICATIONS,  
INC.'S KEY CUSTOMER TARIFF FILED  
12/16/02 BY FLORIDA DIGITAL  
NETWORK, INC.

DOCKET NO. 021252-TP

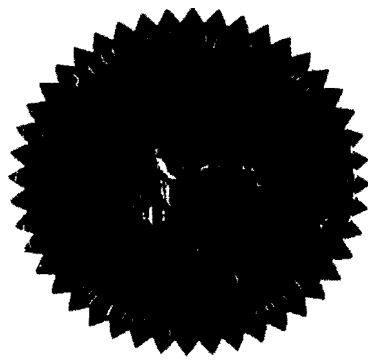
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FPSC-COMMISSION CLERK

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VOLUME 2

PAGES 142 THROUGH 228



1 PROCEEDINGS: HEARING  
2  
3 BEFORE: CHAIRMAN LILA A. JABER  
4 COMMISSIONER J. TERRY DEASON  
5 COMMISSIONER BRAULIO L. BAEZ  
6 COMMISSIONER CHARLES M. DAVIDSON  
7 COMMISSIONER RUDOLPH "RUDY" BRADLEY  
8  
9 DATE: Wednesday, February 19, 2003  
10 TIME: Commenced at 9:35 a.m.  
11 PLACE: Betty Easley Conference Center  
12 Room 148  
13 4075 Esplanade Way  
14 Tallahassee, Florida  
15  
16 REPORTED BY: LINDA BOLES, RPR  
17 Official FPSC Reporter  
18 (850) 413-6734  
19  
20 APPEARANCES: (As heretofore noted.)  
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I N D E X  
WITNESSES

NAME:	PAGE NO.
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Prefiled Rebuttal Testimony Inserted	199

CERTIFICATE OF REPORTER	228
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EXHIBITS

NUMBER:	ID.	ADMTD.
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13 JAR-4 through JAR-7	153	

1 Q. WHAT IS BELLSOUTH'S POSITION REGARDING THIS ISSUE?

2

3 A. The Commission determined in its June 28, 2002 order in Docket No. 020119-TP,  
4 that BellSouth is prohibited from sharing information with its retail division, such as  
5 informing the retail division when a customer is switching from BellSouth to an  
6 ALEC. (See FPSC Order No. PSC-02-0875-PAA-TP at page 21).

7

8 Q. WHAT IS BELLSOUTH'S POLICY REGARDING THE SHARING OF  
9 WHOLESALE INFORMATION WITH ITS RETAIL DIVISION?

10

11 A. It is the policy of BellSouth to treat all Customer Proprietary Network Information  
12 ("CPNI") and Wholesale Information in a confidential manner. Wholesale  
13 Information is information that BellSouth has in its possession because it provides  
14 services to other carriers that provide services to end user customers.

15

16 Further, it is the policy of BellSouth to limit disclosure and the use of CPNI and  
17 Wholesale Information in a manner consistent with the requirements of the FCC  
18 rules, Section 222 of the Act, and any applicable state or local requirement. All  
19 employees of BellSouth who may have access to either CPNI or Wholesale  
20 Information receive annual training with respect to the proper use of and access to  
21 such information. It is against BellSouth policy for any employee or authorized  
22 representative of BellSouth to misuse wholesale information. It is the policy of  
23 BellSouth that no BellSouth personnel shall access any BellSouth IT system unless  
24 that person has a legitimate and authorized business purpose for such access.  
25 Without limitation, this means that BellSouth personnel are prohibited from "system

**Docket No. 030349-TP**  
**Supra Exhibit – DAN-RT-2**

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Washington, D.C. 20554

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FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

In the Matter of )  
)  
Implementation of the Subscriber Carrier )  
Selection Changes Provisions of the )  
Telecommunications Act of 1996 )  
)  
Policies and Rules Concerning )  
Unauthorized Changes of Consumers )  
Long Distance Carriers )

CC Docket No. 94-129  
FCC 98-334

**SBC'S PETITION FOR RECONSIDERATION AND FOR CLARIFICATION**

COMES NOW SBC Communications, Inc.<sup>1</sup> ("SBC") to file a Petition for Reconsideration and for Clarification of the Second Report and Order and Further Notice of Proposed Rulemaking in CC Docket No. 94-129 ("Order"). In its Request for Reconsideration SBC requests reconsideration of 47 C.F.R. §64.1180(e) of the Order that would require the authorized carrier to bill and collect charges on behalf of the alleged unauthorized carrier when a determination is made that no slam occurred. In its Request for Clarification, SBC will delineate those portions of the Order that require interpretation or where there appears to be a difference between the requirements adopted in the rules and the requirements explained in the language of the Order.

No. of Copies rec'd \_\_\_\_\_  
List A B C D E

<sup>1</sup> SBC Communications Inc. is the parent company of various subsidiaries, including telecommunications carriers. These subsidiaries include Southwestern Bell Telephone Company ("SWBT"), Pacific Bell, Nevada Bell, and The Southern New England Telephone Company ("SNET"). The abbreviation "SBC" shall be used herein to include each of these subsidiaries as appropriate in the context.

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 030349-TP EXHIBIT NO. 10  
COMPANY/ SBC Petition For  
WITNESS: Reconsideration  
DATE: 08-29-03

SBC Communications Inc.  
Petition for Reconsideration and Clarification  
March 18, 1999

### **I. Petition for Reconsideration**

SBC strongly urges the Commission to reconsider its requirement that the authorized carrier must bill and collect for the alleged unauthorized carrier when the authorized carrier determines that no slam has occurred. Paragraph 42 of the Order provides in pertinent part that:

If the originally authorized carrier decides that the subscriber did in fact authorize a carrier change to the carrier making the change, it shall place on the subscriber's bill a charge equal to the amount of charges for which the subscriber was previously absolved. Upon receiving this amount, the originally authorized carrier shall forward this amount to the carrier making the claim.

It is the position of SBC that the alleged unauthorized carrier should be allowed to rebill its own charges to the customer. The provision as written, places the authorized carrier in a very awkward position with the customer, while not benefiting the alleged unauthorized carrier. In this situation, the customer has alleged a slam when, in fact, the carrier change was properly authorized. Whether it was a misunderstanding or an intentional act, the executing carrier, the authorized carrier and the unauthorized carrier are all innocent parties in this particular set of circumstances. SBC asks the Commission to reconsider the effects on each of these three entities and change the rule to allow the alleged unauthorized carrier to re-bill its own charges, including any change charges it has paid, and to collect those charges from the customer. The alleged unauthorized carrier is in a much better position to bill its own charges, to know what services it is billing for and to, perhaps, make arrangements with the customer for payment. If the subscriber refuses to pay its bill, the alleged unauthorized carrier is in a better position and is the entity that should pursue collection.

In addition, since the customer is continuing as a customer of the authorized carrier after the dispute has been resolved in favor of the alleged unauthorized carrier, the



authorized carrier is put in an untenable position of pursuing collection of the charges from that customer.

Further, as the authorized carrier in this situation, SBC has no provisions in place for producing a separate bill page or separate bill bearing the name of a Competitive Local Exchange Carrier ("CLEC") with whom it has no billing and collection agreement.<sup>2</sup> SBC will have no way of knowing the type of charges being submitted, the validity of the individual charges, the format in which those charges must be billed, etc., such as would be specified in the agreements SBC has with Interexchange Carriers ("IXCs). Nor is it likely that an IXC would have an automated billing system that is capable of producing a bill on behalf of another carrier on an automated basis. The situation is further complicated by some of the state statutory requirements as to the specificity required for telephone bills.

The alleged unauthorized carrier has already had to provide proof of verification to the authorized carrier, its competitor, along with the charges billed to the subscriber. Even though a determination has been made that the charge it submitted was valid, the alleged unauthorized carrier must now depend upon its competitor to properly bill and collect its charges. In fact, if the amount of the charges is small enough, the alleged unauthorized carrier may prefer to write off the charges, in hopes of building customer goodwill for future marketing efforts. In other cases, the charges may be substantial and the alleged unauthorized carrier may want to vigorously pursue collection of its charges, or offer the customer installment payments. Regardless of the particular circumstances, whenever an SBC company is the alleged unauthorized carrier that has been absolved of a slamming charge, SBC does not want a competitor to issue a bill on its behalf; rather, it must have control of its own billing arrangements. Section 64.1180(e)(1) of the rules

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<sup>2</sup> SBC does not provide Billing and Collection services to CLECs.

currently prevents the alleged unauthorized carrier from billing its legitimate charges to what has been determined to be its legitimate customer for those charges.

## **II. Petition for Clarification**

### **A. Clarification of the Slamming Dispute Resolution Procedure**

The procedure established in the Order for resolving disputes between carriers and customers cannot be implemented without first considering the local exchange carriers ("LECs") current practices and procedures. The LEC's Primary Interexchange Carrier ("PIC") Switchback offering must also be considered. Finally, applying all of the above in a situation where the LEC is not only executing carrier, but also a provider of billing and collection services for the unauthorized carrier adds more confusion. Clarification is required in each of those situations.

#### **1. Impact on Current Practices and Procedures**

The first apparent change to current practices and procedures is that the authorized carrier, rather than the LEC acting as executing carrier, is responsible for making the determination as to the validity of the letter of authority ("LOA") or other verification in an alleged slamming situation. Today, when a customer calls the LEC to lodge a slamming complaint, the LEC, acting as executing carrier, issues a carrier change order to return the customer to its former carrier, credits the customer's bill for the initial change charge<sup>3</sup> and bills the unauthorized carrier for both the original change charge and the second change charge to return the carrier to its original carrier.<sup>4</sup> Then, if the alleged unauthorized carrier submits proof of authorization, the LEC investigates to determine the validity of that claim. If a determination is made that the carrier change was

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<sup>3</sup> Normally, a carrier change charge will have been billed to either the customer or the carrier in accordance with the carrier's instructions in the first carrier change order. In the vast majority of cases, that change charge is billed to the end user customer.

<sup>4</sup> This example assumes that the unauthorized carrier does not subscribe to the PIC Switchback Tariff.

authorized, both carrier change charges are removed from the carrier's bill and re-billed to the customer. If a determination is made that the change was not properly authorized, both change charges remain on the carrier's bill and the carrier is billed the tariffed unauthorized PIC change charge.

The slamming dispute resolution procedures laid out in the Slamming Order, however, places responsibility for that determination squarely on the authorized carrier. In Rules 64.1170(a)(1) and 64.1180(c), reference is made to the unauthorized carrier submitting proof to the authorized carrier that the carrier change order was properly authorized. There is no requirement in the rules or in the Order for the unauthorized carrier to submit such proof to the executing carrier. However, although it is clear that the LEC, acting as executing carrier, is no longer obligated to investigate or make such determination, it is not completely clear how the two change charges are to be handled under the new slamming dispute resolution procedures.

Under the new procedures when a customer calls a LEC to report an unauthorized carrier change, it is clear that the LEC is to immediately issue an order to return the customer to its former carrier. That change, however, triggers the second carrier change charge. To whom does the LEC bill that second charge? Is anything to be done at that time about the initial carrier change charge that has already been billed to the customer? Paragraph 37 of the Order, seems to assume that the authorized carrier or the customer has paid the change charges. That sentence reads as follows:

By requiring the unauthorized carrier to pay the change charge to the authorized carrier, we ensure that neither the authorized carrier nor the subscriber incurs additional expenses in restoring the subscriber to his or her preferred carrier. [Emphasis added]

Pursuant to the provision set forth above, it is clear that the unauthorized carrier is to pay the change charge to the authorized carrier, but the reason for that requirement is not so clear. Payment of the change charges by the unauthorized carrier to the authorized

carrier would accomplish the goal of ensuring that neither the authorized carrier, nor the subscriber, incurs additional expenses to achieve that restoral, even if they had already paid those charges.<sup>5</sup>

Paragraph 37 in the Order is confusing on this issue. The first part of the paragraph makes it sound as if the Commission is codifying the requirement that the LEC (acting as executing carrier) is to continue billing the carrier change charge necessary to return the customer to its originally authorized carrier to the unauthorized carrier.<sup>6</sup> Yet, if that was the intent, then there is no reason that the unauthorized carrier would be paying the change charge to the authorized carrier; it would be paying the charge to the LEC. Continuation of the current practice would also mean that the alleged unauthorized carrier could be required to produce proof of authorization to both the executing carrier and the authorized carrier at or about the same time.

SBC requests clarification that the LEC acting as executing carrier is no longer obligated to investigate or make a determination as to the validity of the initial carrier change. In addition, SBC seeks clarification as to which party is to be billed the carrier change charges when the customer is returned to its authorized carrier.

## **2. PIC Switchback Tariff**

Application of the PIC Switchback offering in the SBC tariffs is not questionable. SBC seeks clarification that the PIC Switchback offering in the SBC FCC tariffs should not be withdrawn as a result of the Order. From a reading of the Commission rules and

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<sup>5</sup> The assumption here is that the first carrier change order was unauthorized.

<sup>6</sup> That language reads as follows: "We also require the unauthorized carrier to pay for the expenses of restoring the subscriber to his or her authorized carrier. We have previously stated that where an interexchange carrier submits a request that is disputed by a subscriber and the interexchange carrier is unable to produce verification of that subscriber's change request, the LEC must assess the applicable change charge against that interexchange carrier. We codify and expand our prior requirement to encompass any carrier, not just an interexchange carrier, that is unable to provide verification of a subscriber's change request."

the Order as a whole, it appears that the executing carrier is not required to investigate the slamming allegation. That duty is clearly imposed on the authorized carrier when the customer has not paid the charges and no party is specifically directed to investigate the claim when the customer has paid the charges.

Currently, when a customer claims it has been slammed, the LEC has the obligation to request proof of customer authorization and verification from the alleged unauthorized carrier in order to determine if the carrier change charge, for returning the customer to its originally authorized carrier should be assessed. The PIC Switchback offering was tariffed to enable the IXCs to pay for the return of the customer to its formerly authorized carrier on a no-fault basis. This process enables both the IXCs and the SBC LECs to avoid the costly process required to investigate slamming allegations.

Some carriers, particularly those with few slamming complaints, may wish to continue with the PIC Switchback offering and do nothing further. Therefore, the Commission should clarify that SBC's PIC Switchback tariffed offering is not at odds with the Order or the rules.

### **3. Impact of Billing and Collection Agreements**

The next complication occurs when an unauthorized carrier has a billing and collection agreement with the LEC, who is also the executing carrier. If the LEC receives a call from a subscriber claiming to have been slammed, the LEC representative will first pull up the customer's service records to see if the LEC has billed the alleged slamming charges on behalf of the alleged slamming carrier. If so, under current practices, the LEC has the discretion under its billing and collection agreements to immediately credit all of the alleged slamming charges, even if those charges have been billed over a period exceeding 30 days. The LEC will usually do so and adjust those charges back to the carrier. This is a very customer-friendly practice because it provides immediate relief to the customer. At least as to the first thirty day's billing, such action is

consistent with the Order, if the customer has not yet paid the charges. The LEC as billing agent is fulfilling the responsibility of the unauthorized carrier to immediately credit the customer's bill for the unauthorized charges. [364.1180(b)]

However, if the customer has already paid the charges, the action of crediting the customer's bill for the slamming charges is inconsistent with the obligation of the unauthorized carrier under the Order. The unauthorized carrier's obligation is to remit the charges paid by the customer to the authorized carrier. [364.1170(a)] If the LEC, as billing agent credits the customer for the charges paid, the carrier will not be holding any of the customer's money, despite the fact that the customer has already paid the charges.<sup>7</sup> Yet, pursuant to the Order and §258 of the Federal Telecommunications Act of 1996 ("FTA96"), the unauthorized carrier must, upon demand, return all charges paid to the authorized carrier. (id.) The practice of immediately crediting the subscriber's account for any alleged slamming charges would appear to be inconsistent with the slamming dispute resolution procedures in the Order. It would change the position of the subscriber, who in this instance would be getting reimbursed from the unauthorized carrier plus a credit from the LEC which is more than he/she is entitled to receive under the Order, as a subscriber who has already paid the slamming charges. It would also change the position of the authorized carrier, who might be denied the recovery of the slamming charges that would be due to it under the terms of the Order, simply because the unauthorized carrier no longer is holding any of the subscriber's money to return to the authorized carrier. It changes the basic assumption of the slamming dispute resolution procedures which is, if the subscriber has paid the charges, the unauthorized carrier is holding the subscriber's money.

---

<sup>7</sup> Nor will the LEC be holding any of the money as it has refunded that amount to the customer.

One possible solution to this problem could be a clarification that the customer whose bill was paid, including automatic bank drafts, and later complained to a LEC and had the charges removed from their bill is to be treated as a customer who has not paid the bill. Alternatively, the LECs that bill for other carriers could change their billing and collection practice, so that slamming charges would be credited only if those charges had not yet been paid. While this change is technically consistent with the terms of the Order, it would seem to place the customer in a less favorable position after the Order, rather than a more favorable position. SBC seeks clarification as to the status of the subscriber and the carriers when slamming charges have been paid and refunded.

#### **B. Pursuit of Claim**

SBC seeks clarification that the duty to pursue the claim against the alleged slamming carrier that is set forth in Rule 64.1170(a) is optional. That portion of the rule states, in pertinent part, that:

Upon receiving notification from the subscriber or a carrier that a subscriber has been subjected to an unauthorized change and that the subscriber has paid charges to an allegedly unauthorized carrier, the properly authorized carrier **must**, within 30 days, request from the allegedly unauthorized carrier proof of verification of the subscriber's authorization to change carriers. [Emphasis added]

The language of the rule makes it appear that the duty to pursue a claim against the unauthorized carrier is mandatory. However, in the text of the Order, the following statement is made that:

We require the authorized carrier to notify the subscriber within 60 days after the subscriber has notified the authorized carrier of an unauthorized change, if the authorized carrier has failed to collect from the unauthorized carrier the charges paid by the slammed subscriber. This failure to collect may be due to the slamming carrier's refusal to cooperate, or it may stem from the authorized carrier's decision not to pursue its claims against the slamming carrier.

### **C. Notification Issue**

In order for the dispute resolution procedures outlined in the Order to work, it appears that both the authorized carrier and the alleged unauthorized carrier need to know that a slamming allegation has occurred. In Rule 64.1170(c), there is a requirement that where a "subscriber notifies the unauthorized carrier, rather than the authorized carrier," the unauthorized carrier must immediately notify the authorized carrier of the alleged slam. That rule only applies, however, to situations where the subscriber has already paid charges to the unauthorized carrier and reports the slam to the unauthorized carrier. Of course, in situations where the customer has already paid charges and notifies the authorized carrier, there is no need for a specific "notification" rule, if the authorized carrier makes demand upon the unauthorized carrier for a refund of the charges paid or for proof of verification. But if the authorized carrier elects not to pursue its claim, how is the unauthorized carrier to know the identity of the authorized carrier in order to challenge the slamming allegation? SBC has not located any other sections of the rules that require notification to the carriers, so there does not appear to be a complete structure in place to provide notice to the carriers involved of the other carrier's identity, so that the carriers can meet the deadlines imposed.

For example, a situation could easily arise in which a customer would not call either the authorized or the unauthorized carrier, but would only call the executing carrier to report that he/she has been slammed. This is especially true where either of the carriers involved purchases billing services from the LEC. In this case, the LEC would immediately advise the customer of his/her rights to absolution of all unpaid charges for the thirty day period and then would change the customer back to its originally authorized carrier and assess the applicable change charge. When the change is made to return the customer to its originally authorized carrier, a CARE<sup>8</sup> transaction would be triggered to

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<sup>8</sup> "Customer Account Record Exchange," a format for exchange of information between carriers that has been approved by the Open Billing Forum ("OBF").



both affected carriers. The CARE transaction notations would tell the carriers that the change has occurred and that the customer is claiming to have been slammed, but it will not identify the other carrier involved. How will the authorized carrier know the identity of the slamming carrier in order to file its claim, if it chooses to do so, for moneys already paid? If the bill has not been paid, how will the unauthorized carrier know which carrier should receive its proof of authorization? Clarification is needed on the issue of notification.

#### **D. LOA Language and Age**

It is very clear in the Order that an executing carrier cannot verify carrier changes, but SBC requests clarification as to whether there should be an age limitation for carrier changes. Many customers take advantage of the carrier incentives to change carriers so frequently that they manage to effectively get free long distance for long periods of time. SBC has seen LOAs dated a year ago authorizing an immediate change in interLATA service and that also has small print at the bottom of the page authorizing the IXC to change the customer's intraLATA toll service when intraLATA choice becomes available.

There are several problems with this type of authorization, and, under the new rules, the intraLATA service change would be invalid because there is no separate signature authorizing that change. Further, the size of the type and placement of the language in this example, makes the LOA misleading to customers. However, since SBC LECs, as executing carriers, cannot verify the change orders, and the change orders may be received in tapes where those defects would not be obvious, there is no way for the executing carrier to challenge the LOAs on those bases. SBC is not here requesting reconsideration of the rule prohibiting the LEC from independently verifying the carrier change order. It is clear under the terms of the Order that any carrier submitting a carrier

change request based upon such a defective LOA would not be able to defend a slamming claim by the customer after the rules go into effect.

However, the submission of those and even legitimate carrier change orders on a delayed basis causes tremendous problems for customers and for the executing carriers. SBC has reason to believe that IXCs are holding thousands of delayed carrier change orders. MCI recently told the Public Utility Commission of Texas that it was already holding 20,000 to 25,000 intraLATA customer change orders. Other carriers may also have large numbers of such changes. Consider this scenario: If a customer signed up for Carrier A's service in August of last year when Carrier A sent them a check as an incentive to change to its service, then changed to Carrier B's service in October to get a free airline ticket, subsequently changing to Carrier C to get cheaper rates, more than one of those carriers may be holding a carrier change order on that customer's intraLATA service. In all likelihood, the customer that has already changed to Carrier C in the example above is not expecting a change back to Carrier A or B and would regard any such change to be a slam.

How is a LEC supposed to handle multiple changes for a single end user especially when the carrier change orders are submitted on an automated basis? If multiple carriers submit aged carrier change orders for the same customer at the same time the customer's carrier could change more than once during a single day as those orders are worked. If the executing carrier has a customer notification system in place, the customer would receive notice of each change. Customers would incur multiple change charges and would be very confused by such hyperactivity. Acceptance of such aged LOAs will lead many customers to believe they have been slammed, in some cases more than once on the same day, when in reality the carriers are just submitting LOAs signed long ago.

There is also a potential processing problem if multiple carriers dump thousands of carrier changes on the day that IntraLATA dialing parity becomes available. It is highly unlikely that under these circumstances, SBC companies will be able to promptly execute all carrier changes without considerable delay under such circumstances. Therefore, SBC requests that the Commission (1) clarify that carrier change orders submitted more than 30 days after the date that the change was authorized by the customer are invalid and should be rejected by LECs, (2) pre-empt any inconsistent state rulings, and (3) clarify that a "reasonable time frame" for executing carrier change orders when intraLATA dialing parity first becomes available will be dependent upon the volume of orders received. This will avoid the unnecessary confusion that will surely take place unless the Commission establishes a cap on the age of LOAs.

#### **E. Responsible Organization Verification**

SBC seeks clarification that the previously established and agreed upon industry practice of verifying the Responsible Organization ("RESP ORG") carrier changes for 800 service be recognized as an exception to the Order's prohibition of verification of carrier change requests. When a RESP ORG for 800 service receives a carrier change request, the authorized RESP ORG pulls the authorized signature on the account from the file and compares it to the authorized signature on file. Then, if the signatures do not match, the authorized RESP ORG contacts the customer to verify the carrier change request. This process should be left in place.

#### **F. Executing Carrier**

Paragraphs 106 and 132 of the Order suggest that an executing carrier must not use information gained from a carrier change request, nor use the contact with the customer on a three way call to lift a freeze for marketing purposes. Executing carriers, as well as CLECs, however, do have a First Amendment right to market their services to former customers, as noted by the Commission in Paragraph 107. Thus, it would appear

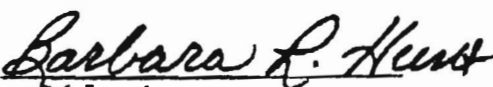
from the Commission's language that carriers are not prohibited from contacting those customers who have gone to competitors after the carrier change is completed and the customer has been disconnected, even if the disconnect order codes reveal that the customer's service was disconnected as the result of a carrier change order. The same type of code is transmitted to IXCs as a part of the CARE transaction and is available to CLECs on a disconnect report. Since this same information is available to IXCs and CLECs at the same time that it becomes available to the LEC retail operations, there should be no restriction on the use of that information for LECs, CLECs or IXCs.

### III. Conclusion

For all of the reasons set forth above, SBC respectfully requests that the Commission reconsider 47 CFR 64.1180(e) of the Order and allow the alleged unauthorized carrier to bill its own charges where a determination is made that the alleged unauthorized carrier change was in fact properly authorized. In addition, SBC respectfully requests clarification of certain portions of the Order as outlined above.

Respectfully Submitted,

SBC COMMUNICATIONS INC.

By:   
Robert M. Lynch  
Roger K. Toppins  
Barbara R. Hunt

One Bell Plaza, Room 3026  
Dallas, Texas 75202  
214-464-5170

March 18, 1999

---





Performance Measurement and Analysis Platform

305 442-	[REDACTED]	7/16/2003
305 545-	[REDACTED]	7/16/2003
305 627-	[REDACTED]	7/16/2003
305 691-	[REDACTED]	7/16/2003
305 759-	[REDACTED]	7/16/2003
305 944-	[REDACTED]	7/16/2003
561 482-	[REDACTED]	7/16/2003
904 491-	[REDACTED]	7/16/2003
954 321-	[REDACTED]	7/16/2003
954 382-	[REDACTED]	7/16/2003
954 438-	[REDACTED]	7/16/2003
954 575-	[REDACTED]	7/16/2003
954 722-	[REDACTED]	7/16/2003
954 755-	[REDACTED]	7/16/2003
954 894-	[REDACTED]	7/16/2003
954 915-	[REDACTED]	7/16/2003
954 979-	[REDACTED]	7/16/2003
954 987-	[REDACTED]	7/16/2003
305 258-	[REDACTED]	7/15/2003
305 285-	[REDACTED]	7/15/2003
305 669-	[REDACTED]	7/15/2003
305 688-	[REDACTED]	7/15/2003
305 829-	[REDACTED]	7/15/2003
561 477-	[REDACTED]	7/15/2003
561 498-	[REDACTED]	7/15/2003
954 344-	[REDACTED]	7/15/2003
954 433-	[REDACTED]	7/15/2003
954 454-	[REDACTED]	7/15/2003
954 567-	[REDACTED]	7/15/2003
954 597-	[REDACTED]	7/15/2003
954 755-	[REDACTED]	7/15/2003

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Dear Customer:

Bellsouth has received notification that the following account(s) or line(s) were transferred to you in error. Consequently, effective on the date indicated below, the account(s) or line(s) have been reestablished with the previous service provider.

**CLEC Loss Notification Report: Full Account**

<u>Telephone #</u>	<u>Name</u>	<u>Completion Date</u>
561 547-	[REDACTED]	7/15/2003
561 752-	[REDACTED]	7/15/2003

---

Dear Customer:

Bellsouth is providing a list of your accounts that were disconnected for reasons other than those indicated above. This may include requests that were completed at your request. Bellsouth is providing this information as a courtesy to you.

**CLEC Loss Notification Report: Full Account**

<u>Telephone #</u>	<u>Name</u>	<u>Completion Date</u>
954 349-	[REDACTED]	7/22/2003
954 351-	[REDACTED]	7/22/2003
954 454-	[REDACTED]	7/22/2003





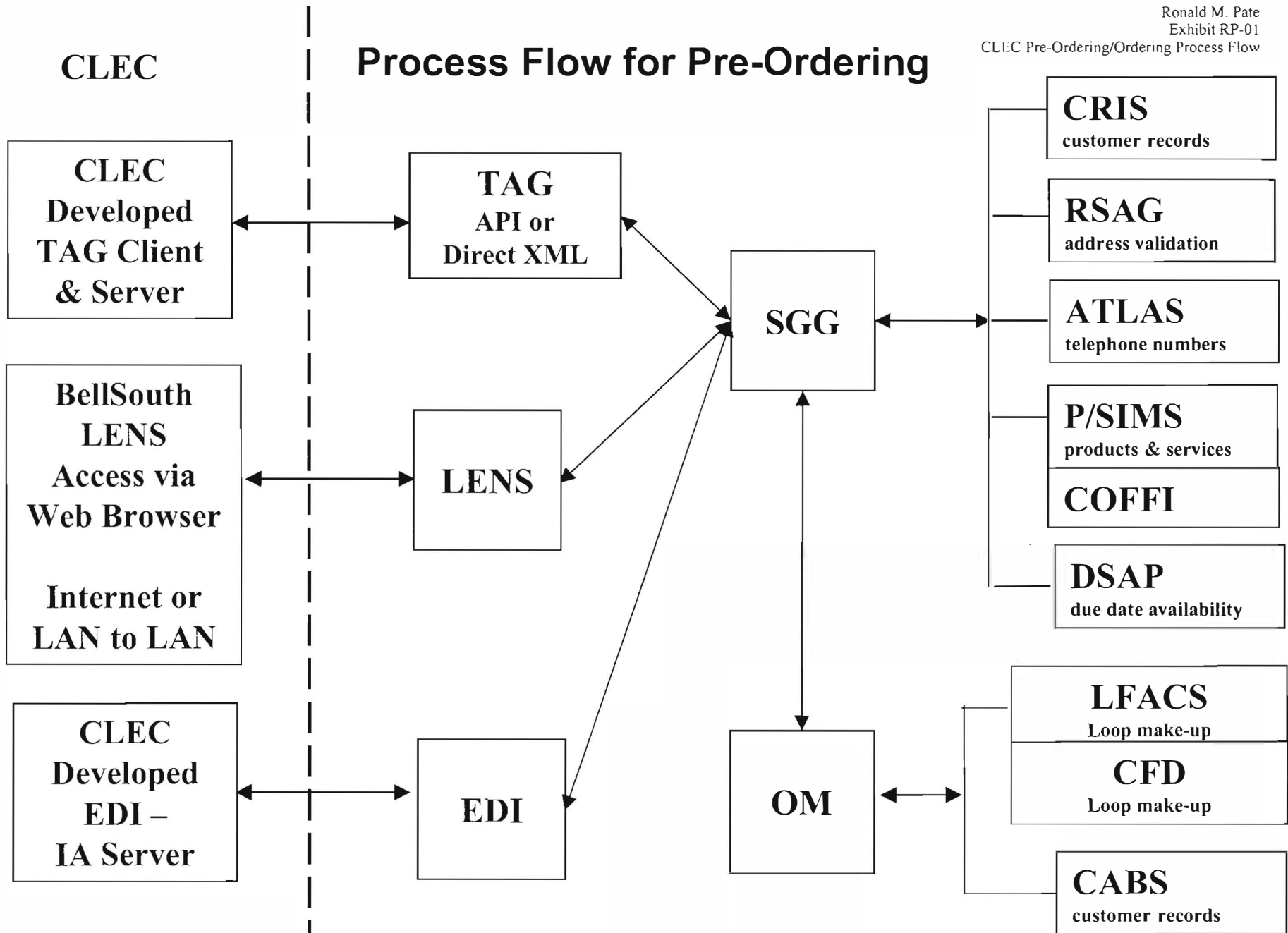


Figure 1

# Process Flow for Ordering (excluding xDSL, UCL-ND, EELs, & UDC)

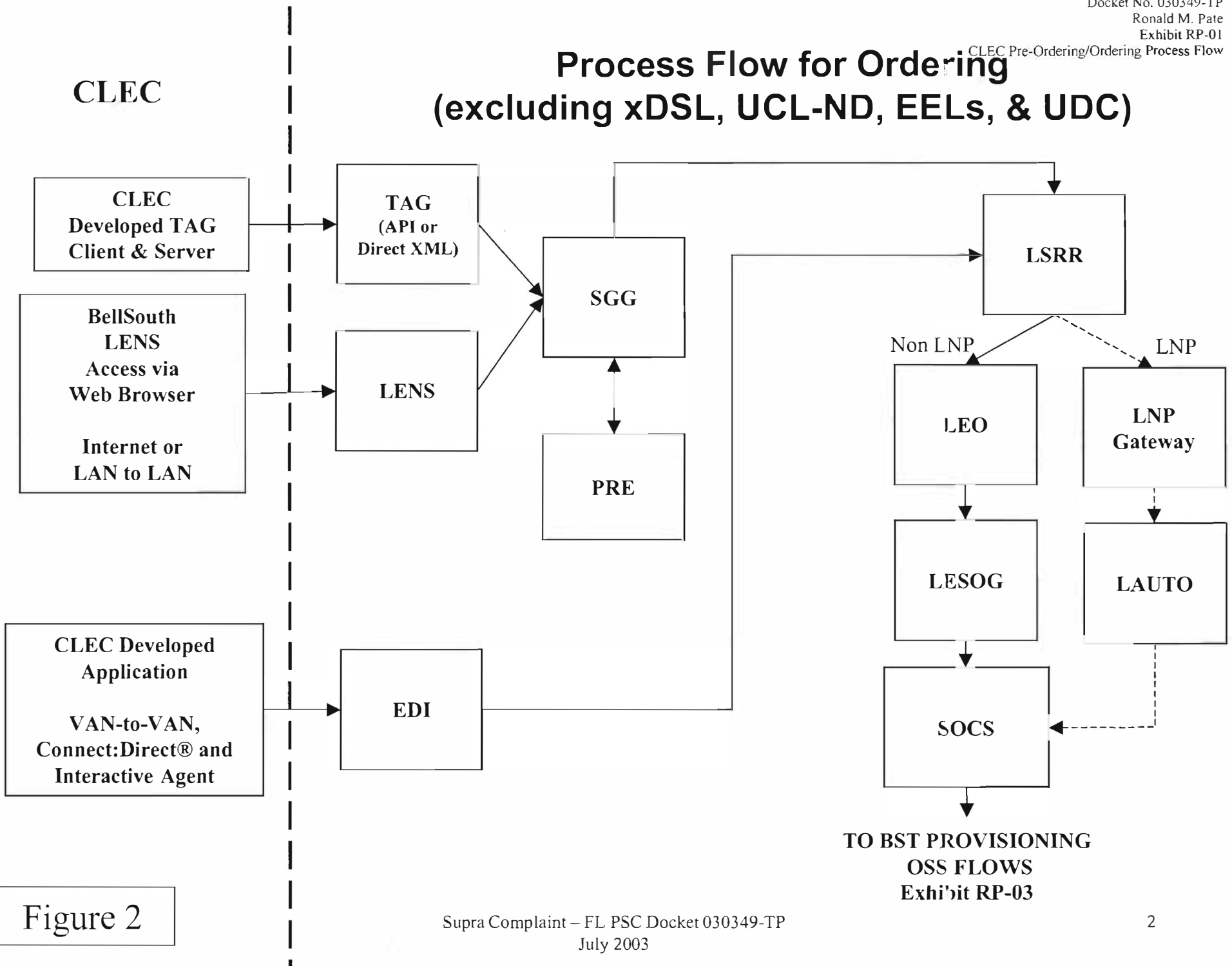


Figure 2

# Process Flow for Ordering xDSL, UCL-ND, EELs & UDC

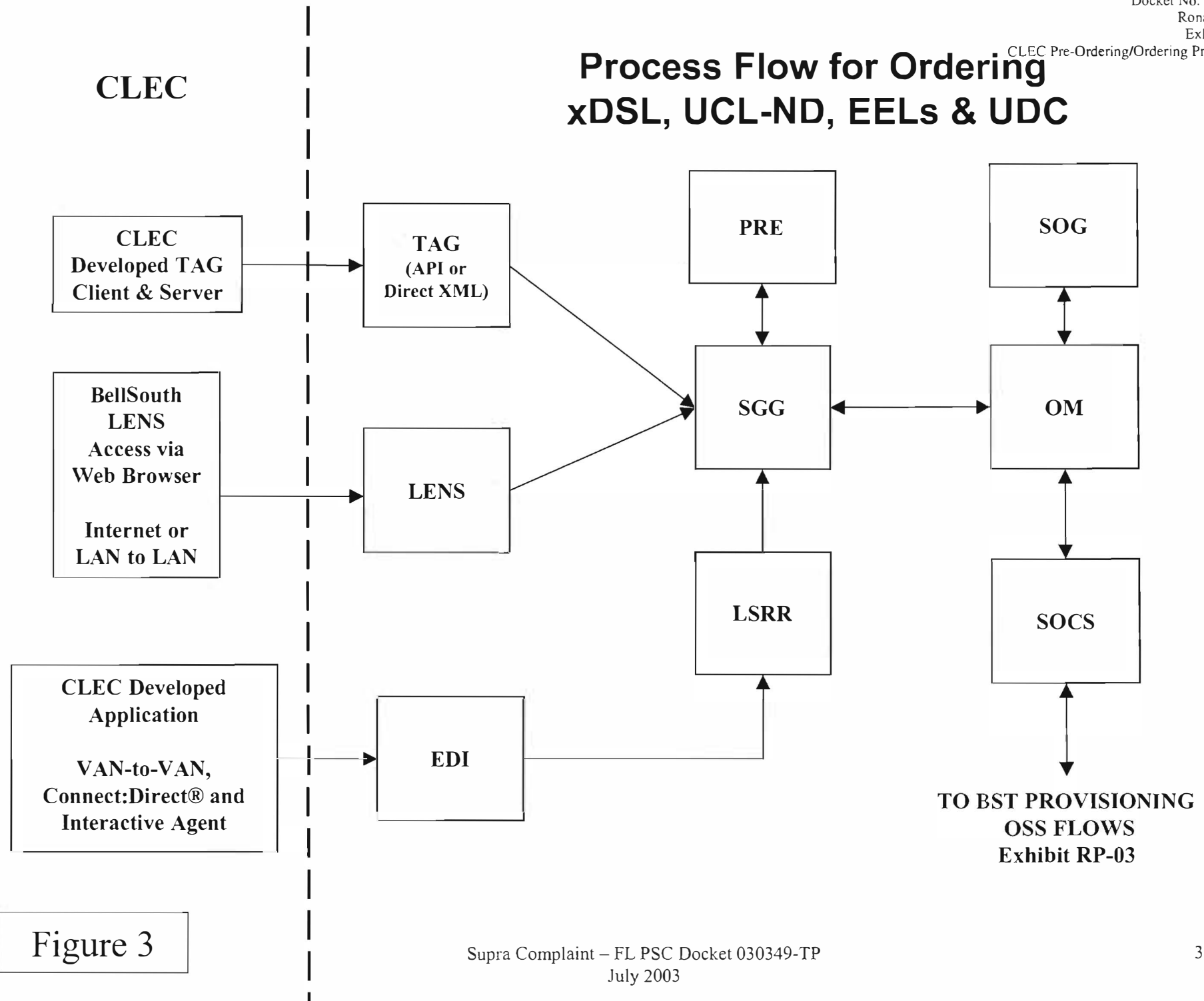
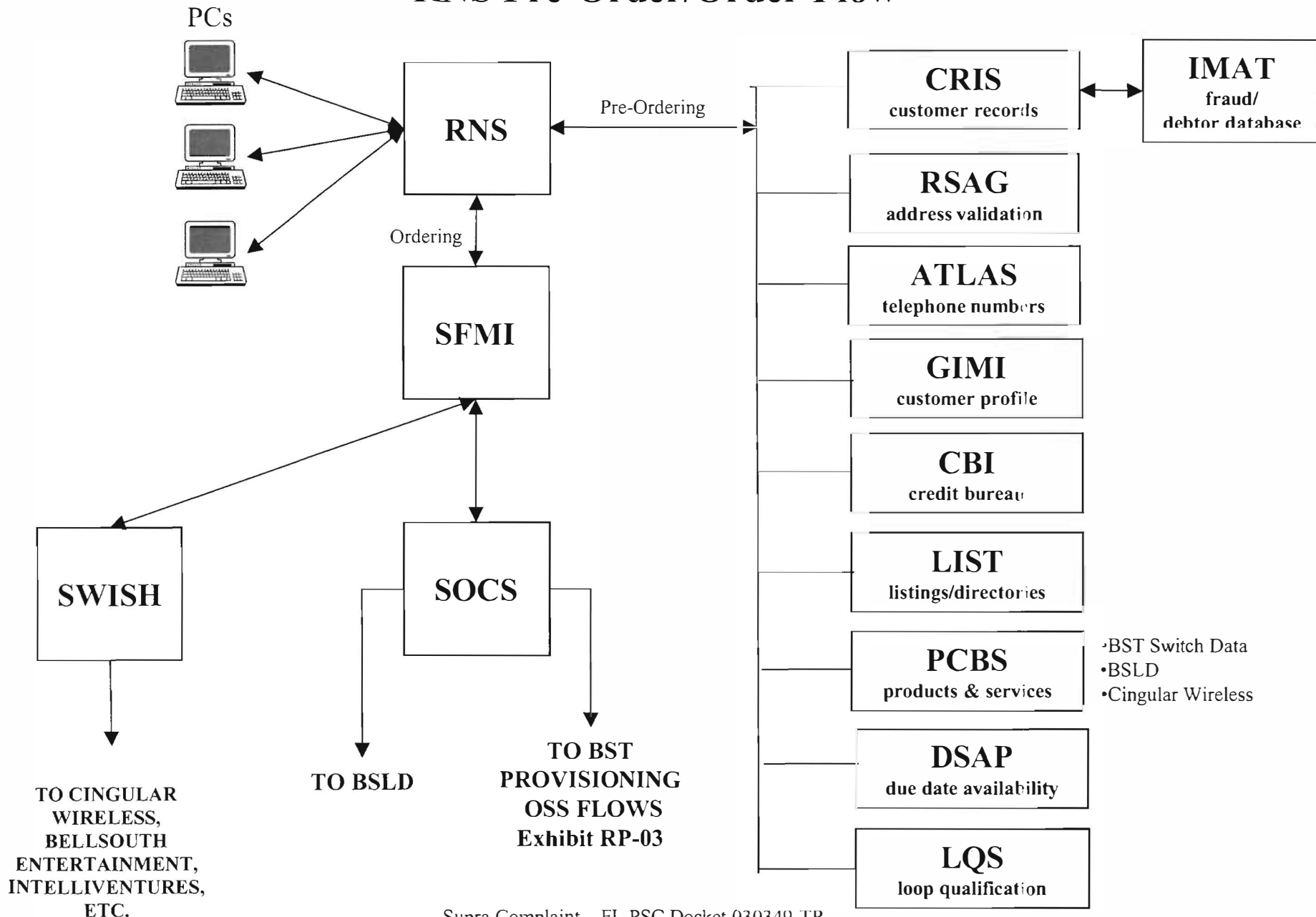


Figure 3

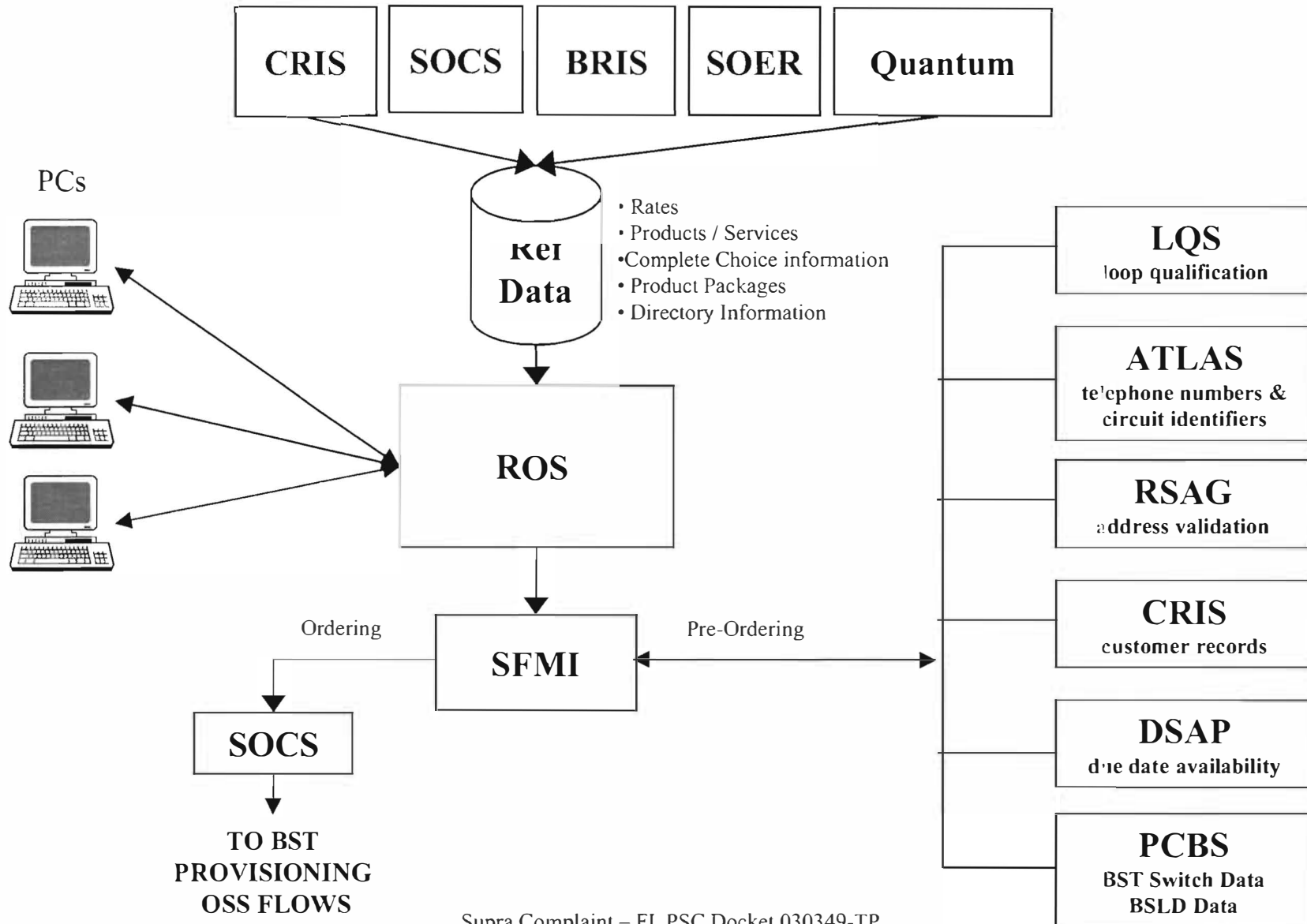
# RNS Pre-Order/Order Flow



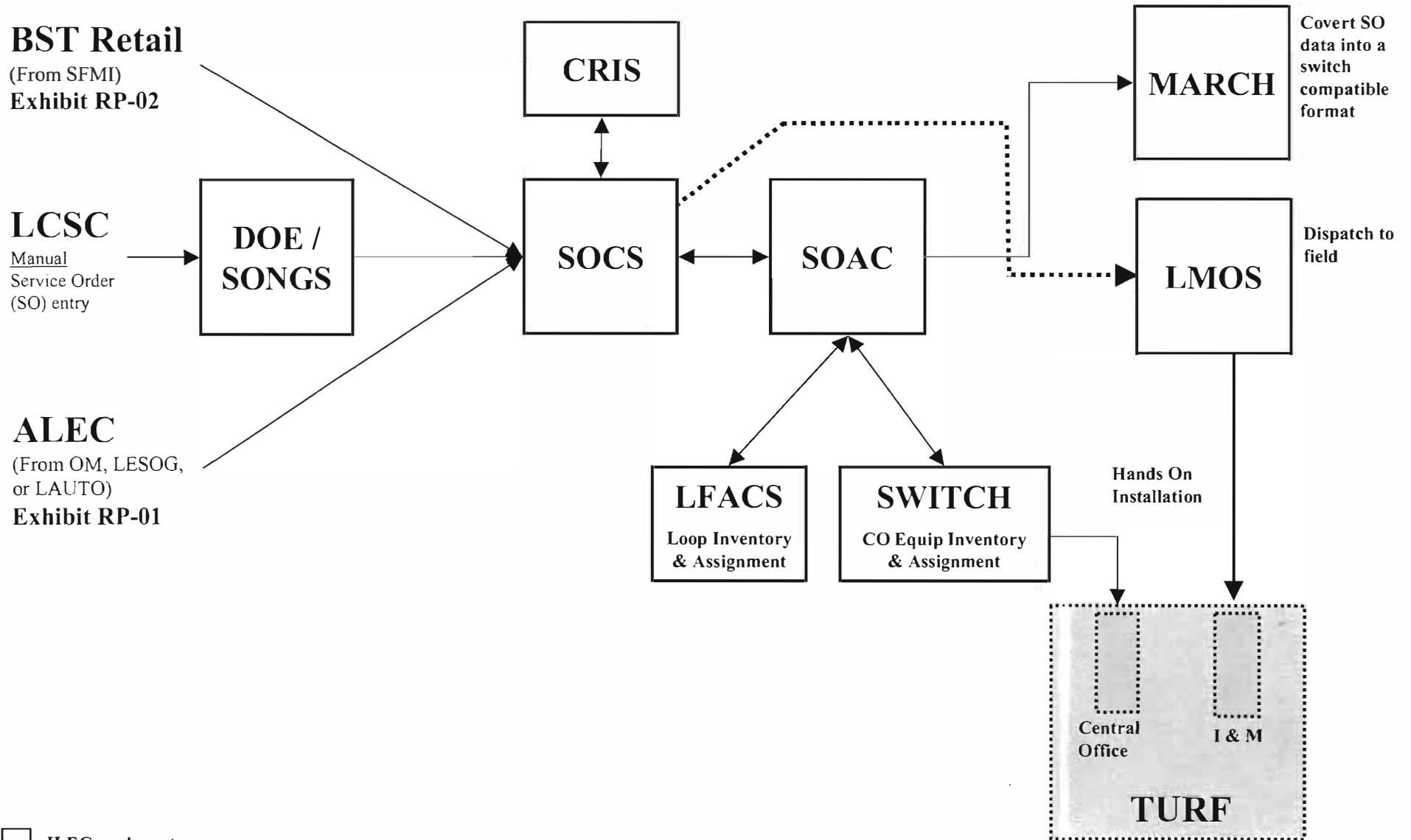
- BST Switch Data
- BSLD
- Cingular Wireless

# ROS Pre-Order/Order Flow

Reference Data collected from these systems via a batch process



# Process Flow for Provisioning (Non-Designed Circuits)



Acronym	Definition
AAND	Adverse Action Notification Database – maintains a record of all contacts in which “adverse action” was taken and sends written notification to the customer that explains the specific reasons for the “adverse action”.
ADSL	Asymmetric Digital Subscriber Line
API	Application Program Interface
ATIS	Alliance for Telecommunications Industry Solutions
ATLAS	Application for Telephone number Load Administration and Selection — The BellSouth OS used to administer the pool of available telephone numbers (also referred to as “directory numbers”) and to reserve selected numbers from the pool for use on pending service requests/service orders.
BBS	BellSouth Business Systems - a marketing segment in BellSouth serving large business customers.
BRIS	Business Revenue Information System - a database of business customers, which drives assignment of customers and revenues to BBS and SBS COUs, directly impacting COU size and performance.
BST	BellSouth Telecommunications
CABS	Carrier Access Billing System — The BellSouth proprietary corporate database and billing system for access customers and services. CABS is a complex mainframe system consisting of multiple functional software applications. CABS contains the “corporate official” records of the account information which is used to generate the appropriate customer billing. CABS accrues charges to customer accounts and generates billing invoices according to the formatting options selected by the customer.
CBI	Credit Bureau Interface - CBI provides an interface for RNS services representative to perform credit verification for Residential Service Customers. Small Business and BellSouth Business can also launch this application from the desktop for determining deposit requirements.
CFD	Corporate Facilities Database - The CFD is a digitized version of the plats available in Georgia, North Carolina, South Carolina, Florida and thirteen (13) wire centers in Alabama.
CO	Central Office
COFFI	The Central Office Features File Interface – The BellSouth database OS that contains USOC information based on current tariffs filed and PIC/LPIC Carrier data.
CLEC	Competitive Local Exchange Carrier
CONNECT:Direct®	A value-added network (VAN) service of Sterling Commerce, Inc. which supports VTAM and TCP/IP protocols. This VAN is used by BellSouth to support customer access into BellSouth systems. An example is the CLEC option to receive Daily Usage Files.

Acronym	Definition
Consumer	Consumer Services - a marketing segment in BellSouth serving residential customers.
CORBA	Common Object Request Broker Architecture
COU	Customer Operations Unit
CRIS	Customer Records Information System — The BellSouth proprietary corporate database and billing system for non-access customers and services. CRIS contains the “corporate official” records of the account information which is used to generate the appropriate customer billing. CRIS is a complex mainframe system consisting of multiple functional software applications. CRIS accrues charges to customer accounts and generates billing invoices according to the formatting options selected by the customer.
DOE	Direct Order Entry System — An internal BellSouth service order entry system used to input service orders in BellSouth format with the proprietary coding and formatting necessary for downstream processing by provisioning and billing systems. This system was developed and deployed within the former Southern Bell states of BellSouth.
DSAP	Distributed Support Application — The BellSouth OS which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs. DSAP has information regarding closed dates, CTs and restricted areas, and other information/guidance to help establish a realistic and meaningful appointment date.
DSL	Digital Subscriber Line
EDI	Electronic Data Interchange — The computer-to-computer exchange of inter and/or intra company business documents in a public standard format. The ordering interface sanctioned by the Ordering & Billing Forum (OBF) for implementation based on OBF standards and proposals.
EELs	Enhanced Extended Links
FID	Field IDentifier
GIMI	Geographic Integrated Marketing Intelligence - GIMI is a marketing intelligence system of residential customers that incorporates storage and retrieval of RNS customer profiles, canceled and completed order processing, storage and retrieval of sales and sales recommendations, and the sending of sales campaign information to RNS.
I&M	Installation and Maintenance — The BellSouth field work group which installs and repairs “POTS-like” non-designed services/circuits. This is an “outside” technician work group which normally performs work at the customer premise or at remote facility locations.
IA	Interactive Agent - is a software component that handles security and acts as a message manager or traffic cop for the receipt and disposition of EDI transactions in a near real-time mode.



Acronym	Definition
IMAT	The In-House Match Exchange (IMAT) system is part of a mechanized regional debtor database system designed to identify new customers with a record of non-payment for telephone service (live or final accounts) within the BellSouth region.
LAUTO	LNP Automation - LAUTO applies edit and formatting checks, formats the request into BellSouth service order record format. and passes it to SOCS.
LCSC	Local Carrier Service Center — The center, which is dedicated to handling CLEC LSRs, and Preordering transactions, along with associated expedite requests and escalations.
LENS	Local Exchange Navigation System — The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
LEO	Local Exchange Ordering System — A system that accepts the service request, applies edits and formatting checks, and forwards the service request to LESOG.
LESOG	Local Exchange Service Order Generator — A system which accepts the service request output of LEO, applies additional edits and formatting checks, formats the request into BellSouth service order record format, and passes it to SOCS.
LFACS	Loop Facilities Assignment and Control System — LFACS is an inventory system that manages outside plant loop facilities. LFACS contains data on cable pairs, terminals, loop qualification information, circuits and addresses. It is used to assign appropriate loop facilities to serve the address(es) on the service order.
LIST	List Information System – database containing listing and directory information.
LMOS	Loop Maintenance Operations System — The system provides a mechanized means of maintaining customer line records and for entering, processing, and tracking trouble reports. LMOS is used by the Work Management Center in the dispatching of service orders and trouble reports to outside forces.
LNP	Local Number Portability —The capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
LNP Gateway	LNP Gateway – Performs error checks on LNP service requests for accuracy, completeness, and formatting
LOH	Local Ordering Handbook
LQS	Loop Qualification System – used to determine if a telephone number(s) at a specific service address are qualified for BellSouth ADSL (Asymmetric Digital Subscriber Line) Service.

Acronym	Definition
LSR	Local Service Request — A request for local resale service or unbundled network elements (UNEs) from a CLEC. LSRs are to be transmitted in compliance with OBF standards where such standards have been finalized.
LSRR	Local Service Request Router – routes LSR to the proper BellSouth operations support system for handling.
MARCH	MARCH® is a product name, not an acronym — A BellSouth OS of Telcordia design which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches. Recent Change messages instruct the switching system to make the necessary assignments and associations in its translations database to activate service and any assigned features or capabilities.
Non Designed Service	A local service that does not require special conditioning or design. Such services are usually called “POTS” (“Plain Old Telephone Service”) type service.
OBF	Ordering and Billing Forum
OM	Order Manager (OM) provides the programmable sequence and control functionality necessary to manage BellSouth’s creation of Service Order Generation from LSRs for xDSL-compatible loops, UCLs, EELs and UDCs. LSRs for these are received from SGG, and validated within OM.
OSS	Operations Support Systems - computer-based systems, information, databases and personnel that telecommunications carriers use to perform essential customer and business support functions.
PCBS	Product Common Business Services - replaced the application-specific OASIS and AMOS systems for accessing product information with a corporate-wide API. This product catalog stores product information for wireline, wireless, and BSLD products.
PRE	Programmable Rules Engine - a component of ServiceGate Gateway, performs LSR edit validations.
P/SIMS	Product/Services Inventory Management System — The BellSouth database OS that contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
Quantum	Not an acronym – an accounts receivable billing system. Provides a breakdown of amounts due from retail customers. Identifies balance due by entity, product (account code) and deniability.

Acronym	Definition
RNS	Regional Negotiation System – RNS is a distributed computing system used by Consumer (residential customers) that allows users log on to one integrated system rather than multiple “backend” mainframe applications. The system presents icons, menus, and windows to access those applications that the users need to do their jobs. Because the RNS distributed system receives data from the mainframe "behind the scenes," users need only to log-on one place and know one system to be productive.
ROS	The Regional Order System (ROS) is a negotiation and service order generation platform that is utilized by BellSouth Customer Markets. ROS supports service order entry for BellSouth. ROS provides regional order capability via a graphical user interface, which features English-language descriptions for high-volume and strategic products.
RSAG	Regional Street Address Guide — The BellSouth database that contains street addresses validated to be accurate with state and local governments. This information is used to ensure a consistent and accurate address for the purposes of matching loop facilities available to a customer address and for dispatching outside field technicians.
SBS	Small Business Services – a marketing segment in BellSouth serving small business customers.
SFMI	Store and Forward Messaging Infrastructure – acts as a “job queue” to hold pending order information prior to submission of the firm order to SOCS. SFMI is a message transport middleware that is built on MQSeries technology. SFMI provides assured delivery, auditing, logging, alarming and automated failover.
SGG	ServiceGate® Gateway (SGG) provides a flexible and expandable gateway for the CLEC interconnection environment. SGG serves as an interface between data gathering/user interface systems provided by BellSouth’s customers and the various task performing systems belonging to BellSouth. SGG provides security, logging and mapping capabilities needed by BellSouth to both receive and send interconnection requests.
SOAC	Service Order Analysis & Control — A BellSouth OS of Telcordia design which controls the flow of service orders to appropriate downstream assignment OSS, such as LFACS. SOAC controls the flow based on the type of order and the required facilities using BellSouth codes contained in the Service Order image.
SOCS	Service Order Communications System — A BellSouth OS responsible for the collection, storage, and distribution of service orders to all user departments, including service order-driven mechanized systems.

Acronym	Definition
SOER	Service Order Edit Routines – SOER, a sub task of SOCS, is an on-line, real-time editor of the service order. SOER is designed to provide online edit of each section of every service order entered into SOCS. SOER validates all USOCS, FIDS (Field IDentifierS), and FID data. Each time a service order is updated, it is edited again.
SOG	Service Order Generator – converts customer-provided data and assignment information into the format expected by the downstream systems in order to provision service. SOG validates the generated request to determine the accuracy and completeness of the data provided.
SONGS	Service Order NeGotiation System — An internal BellSouth service order entry system used to input service orders in BellSouth format with the proprietary coding and formatting necessary for downstream processing by provisioning and billing systems. This system was developed and deployed within the former South Central Bell states of BellSouth.
SWISH	System Wide Integrated Switching Hub – Transfers order information between negotiation systems and affiliate companies (such as Cingular Wireless and Paging, BellSouth Entertainment, Intelliventures).
SWITCH	Not an acronym — BellSouth OS for distributing frame administration, switch concentrator load balance operations, tie pair administration, provisioning selection of line-side switching system terminations (“OEs”, or Office Equipments), and issuance of frame wiring orders.
TAG	Telecommunications Access Gateway (“TAG”) is a machine-to-machine interface, based on the CORBA industry protocol for pre-ordering by TCIF, and follows the OBF guidelines for LSRs. TAG allows customers to establish an interface with the following benefits: <ul style="list-style-type: none"> <li>• CLECs actually receive the data instead of just viewing it</li> <li>• CLECs develop their own presentation layer (GUI)</li> <li>• Real time processing, not batch</li> <li>• Access pre-order information and submit firm orders</li> </ul>
TCIF	Telecommunications Industry Forum
UCL-ND	Unbundled Copper Loop – Non-Designed
UDC	Unbundled Digital Carrier
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element Platform. An unbundled network element port/loop combination service that combines a 2-wire voice grade (measured) port, switching functionality, shared interoffice transport, tandem switching, and a voice grade loop to create an end-user-to-end-user transmission path that provides basic local exchange service.
USOC	Universal Service Order Code — USOC codes are assigned to all tariffed services and features. BellSouth OSs and work groups used these codes in provisioning, repair, and billing activities.

Acronym	Definition
VAN	Value Added Network — A data transmission network that provides features beyond basic transmission of information. For example, a data network that provides protocol translation or store-and-forward capabilities. BellSouth uses CONNECT: Direct®, for instance, in the billing electronic interfaces offered to CLEC customers.
XML	Extensible Markup Language

JAMES MEZA III  
Attorney

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150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(305) 347-5561

September 5, 2003

Mrs. Blanca S. Bayó  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: 030349-TP (Supra \$75 Cash Back Promotion)**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Late-Filed Hearing Exhibits Nos. 13 and 14, which we ask that you file in the captioned docket. Please also note Late-Filed Hearing Exhibit No. 7 will be filed under a Notice of Intent today.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



James Meza III (WA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 030349-TP EXHIBIT NO. 13  
COMPANY/ Supra-Latefiled Definition  
WITNESS: of Various Codes  
DATE: 08-29-03

DOCUMENT NUMBER - DATE

08375 SEP-5 8

FPSC-COMMISSION CLERK

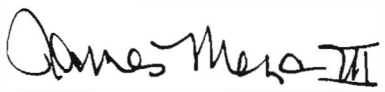
**CERTIFICATE OF SERVICE  
DOCKET NO. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via  
Electronic Mail and Federal Express this 5th day of September, 2003 to the following:

Linda Dodson  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
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\_\_\_\_\_  
James Meza III *CEAD*

REQUEST: Please define the following action codes which are discussed on page 79 of Mr. Pate's Deposition.

- (a). "O"
- (b). "C"
- (c). "T"

RESPONSE: O, C, and T are service and equipment details ("S&E") action codes and refer to service and equipment that is being added, changed, deleted, etc. in accordance with the instructions on the LSR. O means removing feature, line, etc.; C means change to existing feature, line, etc. and shows existing information; and T means change to existing feature line and shows new information. Attached to this exhibit is an excerpt from BellSouth's CLEC Service Order Tracking System ("CSOTS") Guide referencing the above-defined S&E action codes.



- continued -

Section	Definition																	
<b>Billing Information</b>	Billing information on the service order is indicated by the “__BILL” section and may include, but is not limited to, the following information:																	
	<table border="1"> <thead> <tr> <th data-bbox="477 554 597 596">Prefix</th> <th data-bbox="602 554 1351 596">Meaning</th> </tr> </thead> <tbody> <tr> <td data-bbox="477 617 597 659">IBNx</td> <td data-bbox="602 617 1351 659">IBNx Billing Name followed by the address</td> </tr> <tr> <td data-bbox="477 659 597 701">RESH</td> <td data-bbox="602 659 1351 701">Four digits preceded by an "R" used to identify the CLEC on resale orders</td> </tr> <tr> <td data-bbox="477 701 597 743">IPON</td> <td data-bbox="602 701 1351 743">CLEC purchase order number</td> </tr> <tr> <td data-bbox="477 743 597 772">IBTN</td> <td data-bbox="602 743 1351 772">The CLEC billing account or "Q" account number</td> </tr> </tbody> </table>	Prefix	Meaning	IBNx	IBNx Billing Name followed by the address	RESH	Four digits preceded by an "R" used to identify the CLEC on resale orders	IPON	CLEC purchase order number	IBTN	The CLEC billing account or "Q" account number							
Prefix	Meaning																	
IBNx	IBNx Billing Name followed by the address																	
RESH	Four digits preceded by an "R" used to identify the CLEC on resale orders																	
IPON	CLEC purchase order number																	
IBTN	The CLEC billing account or "Q" account number																	
<b>Service and Equipment Details</b>	The service and equipment section of the order is indicated by "- - - S&E" It refers to service and equipment that is being added, changed, deleted, etc. in accordance with the instructions on the LSR. The USOC codes for BellSouth's products and services can be found in the USOC Manual or the various state subscriber tariffs and will not be discussed in this guide. The codes that indicate the action taken on a product or service are listed below. One or more action code(s) will be indicated for each item influenced by the service order. The following table lists and describes the S&E Action Codes.																	
	<table border="1"> <thead> <tr> <th data-bbox="477 1058 597 1100">Code</th> <th data-bbox="602 1058 1351 1100">Meaning</th> </tr> </thead> <tbody> <tr> <td data-bbox="477 1121 597 1163">I</td> <td data-bbox="602 1121 1351 1163">Adding a new feature, line, etc.</td> </tr> <tr> <td data-bbox="477 1163 597 1205">O</td> <td data-bbox="602 1163 1351 1205">Removing feature, line, etc.</td> </tr> <tr> <td data-bbox="477 1205 597 1247">R</td> <td data-bbox="602 1205 1351 1247">(Recapped) No change to existing feature, line, etc.</td> </tr> <tr> <td data-bbox="477 1247 597 1289">C</td> <td data-bbox="602 1247 1351 1289">Change to existing feature, line, etc. Shows existing information (works with "T" action)</td> </tr> <tr> <td data-bbox="477 1289 597 1331">T</td> <td data-bbox="602 1289 1351 1331">Change to existing feature, line, etc. Shows the new information (works with "C" action)</td> </tr> <tr> <td data-bbox="477 1331 597 1373">D</td> <td data-bbox="602 1331 1351 1373">(Delete) Change to existing feature, line, etc. (paired with "E" action code)</td> </tr> <tr> <td data-bbox="477 1373 597 1415">E</td> <td data-bbox="602 1373 1351 1415">Change to existing feature, line, etc. (paired with "D" action code)</td> </tr> <tr> <td data-bbox="477 1415 597 1442">G</td> <td data-bbox="602 1415 1351 1442">Grouping of information for individual telephone numbers</td> </tr> </tbody> </table>	Code	Meaning	I	Adding a new feature, line, etc.	O	Removing feature, line, etc.	R	(Recapped) No change to existing feature, line, etc.	C	Change to existing feature, line, etc. Shows existing information (works with "T" action)	T	Change to existing feature, line, etc. Shows the new information (works with "C" action)	D	(Delete) Change to existing feature, line, etc. (paired with "E" action code)	E	Change to existing feature, line, etc. (paired with "D" action code)	G
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JAMES MEZA III  
Attorney

BellSouth Telecommunications, Inc.  
150 South Monroe Street  
Room 400  
Tallahassee, Florida 32301  
(305) 347-5561

September 5, 2003

Mrs. Blanca S. Bayó  
Division of the Commission Clerk and  
Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

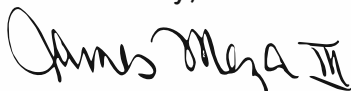
Re: 030349-TP (Supra \$75 Cash Back Promotion)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Late-Filed Hearing Exhibits Nos. 13 and 14, which we ask that you file in the captioned docket. Please also note Late-Filed Hearing Exhibit No. 7 will be filed under a Notice of Intent today.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



James Meza III (WA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 030349-TP EXHIBIT NO. 14  
COMPANY/ Supra-Latefiled  
WITNESS: Definition of Various Codes  
DATE: 08-29-03

DOCUMENT NUMBER-DATE

08375 SEP-5 8

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
DOCKET NO. 030349-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Federal Express this 5th day of September, 2003 to the following:

Linda Dodson  
Staff Counsel  
Florida Public Service  
Commission  
Division of Legal Services  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6216  
Fax No. (850) 413-6217  
[ldodson@psc.state.fl.us](mailto:ldodson@psc.state.fl.us)

Adenet Medacier, Esq.  
Jorge L. Cruz-Bustillo, Esq,  
Legal Department  
Supra Telecommunications and  
Information Systems, Inc.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, Florida 33133  
Tel. No. (305) 476-4240  
Fax. No. (305) 443-9516  
[amedacier@stis.com](mailto:amedacier@stis.com)  
[jorge.cruz-bustillo@stis.com](mailto:jorge.cruz-bustillo@stis.com)

Ann Shelfer, Esq.  
Supra Telecommunications and  
Information Systems, Inc.  
1311 Executive Center Drive  
Koger Center - Ellis Building  
Suite 200  
Tallahassee, FL 32301-5027  
Tel. No. (850) 402-0510  
Fax. No. (850) 402-0522  
[ashelfer@stis.com](mailto:ashelfer@stis.com)



James Meza III



REQUEST: Please provide a definition for the following disconnect reason codes: AL, BP, CV, G, LC, NS, OL.

RESPONSE: BellSouth has diligently attempted to ascertain the definition of the above-referenced disconnect reason codes. To the best of BellSouth's knowledge, these codes have the following definitions:

AL	=	Alteration
BP	=	Bypass
CV	=	Converted to another BST service
G	=	General
LC	=	Leaving City
NS	=	Customer Needs Space
OL	=	Olympics



Telephone: (850) 402-0510  
Fax: (850) 402-0522  
www.supratelecom.com

1311 Executive Center Drive, Suite 220  
Tallahassee, FL 32301-5027

---

September 8, 2003

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

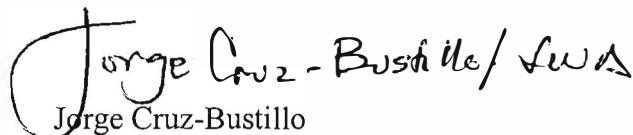
**RE: Docket No. 030349-TP - (SUPRA \$75 CASH BACK PROMOTION)**

Dear Mrs. Bayo:

Enclosed are the original and seven copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Late-Filed Hearing Exhibit No. 15, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

  
Jorge Cruz-Bustillo  
Assistant General Counsel

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET NO. 030349-TP EXHIBIT NO. 15 DOCUMENT NUMBER-DATE  
COMPANY/ Supra - Demonstrative 08451 SEP-88  
WITNESS: Hearing Exhibit  
DATE: 08-29-03 FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

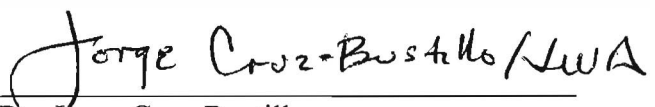
**Docket No. 030349-TP**

**I HEREBY CERTIFY** that a true and correct copy of the following was served via Hand Delivery, Facsimile, U.S. Mail, and/or Federal Express this 8<sup>th</sup> day of September 2003 to the following:

Linda H. Dodson, Esq.  
Staff Counsel  
Florida Public Service Commission  
Gerald L. Gunter Building  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
850/ 413-6199

Nancy B. White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S. W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: 305/ 476-4252  
Facsimile: 305/ 443-1078

  
By: Jorge Cruz-Bustillo

