

REDACTED

1 **BELLSOUTH TELECOMMUNICATIONS, INC.**
2 **REBUTTAL TESTIMONY OF GREGORY R. FOLLENSBEE**
3 **BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**
4 **DOCKET NO. 031125-TP**
5 **AUGUST 12, 2004**
6

7 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH**
8 **BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH"),**
9 **AND YOUR BUSINESS ADDRESS.**

10
11 **A. My name is Gregory R. Follensbee. I am employed by BellSouth as Assistant**
12 **Vice President – Regulatory and External Affairs. My business address is 675**
13 **West Peachtree Street, Atlanta, Georgia 30375.**

14
15 **Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR**
16 **BACKGROUND AND EXPERIENCE.**

17
18 **A. I graduated from Florida State University in 1972, with a Bachelor of Science**
19 **degree in Accounting. After graduation, I began employment with the Florida**
20 **Public Service Commission in its Accounting Department. In 1983, I moved**
21 **to Atlanta where I began work with AT&T Communications of the Southern**
22 **States, Inc. ("AT&T"). In 2001, I left AT&T and began work with BellSouth**
23 **in its Interconnection Services organization. In that role, I was responsible for**

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1 discussions with IDS regarding the Settlement Amendment were with Bob
2 Hacker, IDS's CFO, and not Ms. Fefer. Thus, Ms. Fefer's testimony regarding
3 what was agreed to in the Settlement Agreement is nothing more than
4 revisionist history and does not accurately describe what took place during the
5 negotiations that led up to the Settlement Amendment or the dollars that
6 BellSouth and IDS agreed would be adjusted.

7
8 **Q. IN THE SETTLEMENT AMENDMENT, BELLSOUTH AGREED TO**
9 **ISSUE IDS A CREDIT OF \$925,000. WHAT BILLING DISPUTES DID**
10 **THIS CREDIT ADDRESS?**

11
12 **A.** IDS raised three separate disputes for billings up to August 17, 2001 that were
13 addressed in the Settlement Agreement and Settlement Amendment. As set
14 forth in Mr. Melton's testimony, the Settlement Agreement excluded [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED] See
20 Settlement Agreement, DM-1 at ¶ 4. [REDACTED]
21 [REDACTED] For cost reasons, the parties decided against
22 arbitrating these issues and instead attempted to negotiate resolution of the

1 A. Absolutely not. As set forth above, the Settlement Agreement [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED] [REDACTED]
5 [REDACTED]. See Settlement Agreement, Exhibit DM -1 at ¶¶ 3, 4, and 5. The
6 Settlement Amendment addressed these billing disputes. As set forth in the
7 Settlement Amendment, the parties determined that the total amount due
8 ("Total Amount Due") to BellSouth for past due billings for the time period
9 covered in the Settlement Agreement, after taking into account the resolution
10 of the carved out billing disputes for this same time period, was \$2,475,000.
11 See Settlement Amendment, DM-2, at 1.

12
13 In her testimony, Ms. Fefer argues that the \$2,475,000 identified in the
14 Settlement Amendment represented IDS's past due billings as of March 25,
15 2002. This is not true because the parties agreed that the \$2,475,000 only
16 represented the Total Amount Due to BellSouth for the time period covered in
17 the Settlement Agreement, which was up to [REDACTED]. The
18 \$2,475,000 set forth in the Settlement Amendment never addressed post-
19 August 17, 2001 past due amounts or billing disputes and thus cannot support
20 Ms. Fefer's argument.

21
22 Q. DO YOU AGREE WITH MS. FEFER'S ASSERTION ON PAGE 5 THAT
23 BELL SOUTH AGREED TO WAIVE ALL PRIOR INTEREST AND

