

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Consideration of) Docket No. 960786-TL
 BellSouth Telecommunications,)
 Inc.'s entry into interLATA)
 services pursuant to Section 271)
 of the Federal)
 Telecommunications Act of 1996.)

SECOND DAY - AFTERNOON SESSION

VOLUME 8

Pages 920 through 1003

PROCEEDINGS:

HEARING

BEFORE:

JULIA L. JOHNSON, CHAIRMAN
 SUSAN F. CLARK, COMMISSIONER
 J. TERRY DEASON, COMMISSIONER
 DIANE K. KIESLING, COMMISSIONER
 JOE GARCIA, COMMISSIONER

DATE:

Wednesday, September 3, 1997

TIME:

Commenced at 9:00 a.m.

PLACE:

Betty Easley Conference Center
 Room 148
 4075 Esplanade Way
 Tallahassee, Florida

REPORTED BY:

Lisa Girod Jones, RPR, RMR

APPEARANCES:

(As heretofore noted.)

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P R O C E E D I N G S

(Transcript continues in sequence from Volume 7.)

W. KEITH MILNER

continues his testimony under oath from Volume 7.)

CONTINUED CROSS

BY MR. HATCH:

Q. That would be the 5ESS, a 1AESS, a 2B, some DMSs?

A. There are no 2B ESS left in BellSouth's network. That would also include the Stromberg-Carlson DCO. So without putting my fingers, four or five.

Q. Do you have any Siemens switches as well?

A. Yes, there are Siemens EWSD switches in our network.

Q. Were any of those other switch types, other than 1AESS, tested for call routing?

A. Yes. These line-class code assignments would have been made in all of the switch types in Georgia, for example. And as Note 2 points out, this is a problem solely with the Lucent 1AESS switch, which is an older technology switch.

Q. Has BellSouth done any joint testing with other carriers for selective call routing line-class codes?

A. I understand that BellSouth and AT&T have done some testing together. I'm not fully aware of all the details of that test, but I recall that some time early in

1 July some testing was done.

2 I'm also aware that AT&T visited the BellSouth
3 translations group to monitor their activities in these
4 translations, and I think that was in the same general time
5 frame.

6 Q. Do you know what the results of those tests were?

7 A. To my knowledge they were all positive.

8 Q. So it's your testimony that there were no problems
9 encountered in the course of those tests with AT&T's request
10 for line-class codes?

11 A. Again, I'm not all that familiar with that
12 particular test, but I'm not aware of any.

13 Q. Would you turn over to -- rats, I didn't number
14 all my pages. Hold on a second -- 12 of that exhibit.

15 A. Yes.

16 Q. Okay, there the -- there's some underscored
17 language and about midway down. Would you read that
18 language, please?

19 A. Yes. "The review indicated that the call
20 allowance was being applied correctly, however, the customer
21 was being billed at the business reseller rate, 41 cents,
22 instead of the residence reseller rate of 39 cents."

23 Q. Okay, could you turn to the next page, please?

24 A. Page 13, you mean?

25 Q. Yes.

1 A. Yes.

2 Q. Where it says corrective action planned?

3 A. Yes.

4 Q. When will the corrective action that is planned
5 take place?

6 A. That's the next to the last sentence -- or a
7 sentence here says, "The correction will take place with the
8 97.4 CRIS release in December '97."

9 Q. So you have an incorrect discount being applied to
10 bills that won't be fixed at the end of August but will
11 supposedly be fixed by sometime in December of '97; is that
12 correct?

13 A. Yes, but of course BellSouth will refund or credit
14 any improperly billed amounts.

15 Q. Do you know of any other instances where that same
16 problems occurs?

17 A. In this case, no.

18 Q. Turn over to Page 16, I believe it is.

19 A. Yes.

20 Q. The identified gaps in billing there also make
21 mention of another discount rate that was being misapplied;
22 is that correct?

23 A. Yes. I believe they're referring to the same
24 problem, but yes.

25 Q. And under the paragraph Corrective Action, could

1 you read the second paragraph under that section, please?

2 You don't have to read it out loud. Just familiarize
3 yourself with it.

4 A. Yes, okay. (Pause) Yes.

5 Q. It says in the last few sentences, it says, "After
6 the correction is in place, CBS..." What is CBS?

7 A. I believe that stands for Carrier Billing
8 Services. A group within BellSouth.

9 Q. -- "will take measures to calculate and effect a
10 refund to impacted customers. When the fix is in place,
11 there will continue to be a minimal customer impacter." Is
12 that what it says?

13 A. Yes, that's what it says.

14 Q. Does that look like there's a manual fix to your
15 process even after it supposedly will be fixed in December?

16 A. No, the word "impacter," I think, was chosen with
17 care. This is the same impact that I spoke of earlier, and
18 that is that while the bill is correct, there may be some
19 customer confusion, and I think this was forewarning of the
20 ALEC that they may get inquiries from their customers. I
21 think that's all that was meant by that statement.

22 Q. And then further down in Corrective Action, in the
23 continued column, the last sentence there says, "Our
24 recommendation is not to pursue the expense of correcting
25 this problem, as a new billing vehicle will be utilized in

1 1998." Is that correct?

2 A. That's what it says, yes.

3 Q. What new vehicle is going to be utilized in 1998?

4 A. I have no -- I don't know. I don't know.

5 Q. Do you know when in 1998?

6 A. No, I do not.

7 Q. So whatever problems are still resident, they're
8 not going to be fixed for quite a while; is that correct?

9 A. Well, this says sometime in 1998.

10 Q. Would you turn to Page 60, please.

11 A. Yes.

12 Q. And this is your resale UNE end-to-end test result
13 summary; is that correct?

14 A. Yes.

15 Q. Paragraph 6, it's handwritten and it's kind of
16 faint, but it asks the question: "Were modifications or
17 changes necessary? Explain fully." Would you read the two
18 statements that are handwritten there, please?

19 A. The first statement says, "Refer to process
20 flows." And the second statement says, "Every system
21 excluding electronic order systems."

22 Q. So am I to conclude from this that electronic
23 ordering systems were not tested in this end-to-end testing
24 for resale in UNEs?

25 A. That's correct, nor were they intended to be. As

1 I pointed out earlier, the end-to-end test was not a test of
2 the ordering vehicle, but rather a verification of
3 BellSouth's ability to respond appropriately to that order,
4 whether it was entered into the system either manually or
5 via LENS or EDI, or conceivably some other way.

6 Q. When you do your end-to-end testing, do you not
7 enter your instructions for the test in DOE, direct order
8 entry?

9 A. In some cases they were in DOE, or into an
10 analogous system referred to as SONGS. That SONGS system is
11 not used in Florida. It's only used in five of BellSouth
12 states.

13 Q. When you say excluding electronic order systems,
14 which order systems are referred to there?

15 A. I believe they were making a specific reference to
16 LENS, EDI.

17 Q. Mr. Melson did a lot of my work for me, so I'm
18 trying to sort out a whole bunch of stuff. If you'll just
19 bear with me for a moment.

20 The 86 binders that you're supporting or
21 sponsoring with your testimony, those are filed in support
22 of the SGAT; is that correct?

23 A. Not only that. The binders are evidence that
24 BellSouth has met the requirements of the 14-point
25 checklist. Whether an ALEC orders those things via the SGAT

1 or via its interconnection agreement, either way.

2 Q. And it's your testimony that the binders contain
3 all the necessary methods and procedures for actually
4 implementing all of your interconnection agreements; is that
5 correct?

6 A. They -- yes, they contain those methods and
7 procedures used internally by BellSouth to -- responding to
8 orders for unbundled elements or resold services by an ALEC.

9 Q. There are numerous places in those binders where
10 it refers to draft, text or temporary instructions; is that
11 correct?

12 A. Yes. And that's a fairly typical situation as
13 methods and procedures evolve, change, improve.

14 Q. So what we're talking about for all of the
15 processes and procedures that CLECs need in order to seek to
16 provide service utilizing BellSouth's provided either resale
17 services or unbundled network elements, that is a moving
18 target that is subject to change day to day; is that what
19 you're telling us?

20 A. No, not at all. Again, the methods and procedures
21 that are contained in those binders are methods and
22 procedures use internally by BellSouth, not by ALECs. Your
23 point, I believe, was that by including draft or preliminary
24 MNPs, that that presented a moving target to the ALEC. The
25 ALECs don't use those MNPs.

1 Q. An expectation of an ALEC or BellSouth to provide
2 service to that ALEC is premised on what BellSouth does in
3 order to take the order, provision the order and actually
4 provide the service to the CLEC. Would that be a fair
5 statement?

6 A. Yes, that's true. Yes.

7 Q. So internally, if all of the processes and
8 procedures of BellSouth are subject to change because they
9 are evolving, then are those reasonable expectations going
10 to change every time the instructions change?

11 A. I'm sorry, I understood the first part of the
12 question but not the second.

13 Q. Well, if the instructions that BellSouth uses to
14 provision elements change every day, then would not the
15 CLEC's expectations of how and when service is going to be
16 provided have to necessarily change?

17 A. First of all, I don't think it's fair to
18 characterize that the methods and procedures change daily.
19 I think it is fair to characterize that methods and
20 procedures change over time. I've personally been involved
21 in network operations for a good number of years. As new
22 processes are discovered and put in place, then methods and
23 procedures evolve along with them.

24 I doubt that any ALEC would expect anything less
25 than a constantly improving process. To accept a static

1 process, I don't believe, is something that the ALECs would
2 be willing to do. So, yes, it's true that the methods and
3 procedures change, as the process itself changes and
4 improves. It always has, and I expect that it always will.

5 Q. I believe you used a car dealer analogy in your
6 testimony; did you not?

7 A. Yes, I did.

8 Q. What was that car analogy?

9 A. That was a -- the analogy that I drew was a
10 response to, I believe Mr. Hamman's statement, that
11 BellSouth's enumeration of unbundled elements or resold
12 services that was contained in my testimony and in the
13 binders was not an indication that those services or
14 elements were actually being used by the ALEC.

15 And my analogy was that -- first of all, that
16 BellSouth's obligation is not to ensure that the ALEC uses
17 what it's purchased from BellSouth, but rather to provide
18 those things. The analogy was that -- you know,
19 Mr. Hamman's statement, I believe, could be compared with
20 the statement that a car salesman or car dealer could not
21 claim that it had sold any cars unless it can concurrently
22 prove that those cars are being driven. BellSouth is not in
23 a position to, in all cases, verify whether the ALEC uses
24 what it purchases from BellSouth, and it's probably not
25 appropriate in some cases that we do so.

1 So BellSouth's obligation is to make these things
2 available and to provide them upon request, and we've done
3 that. To go beyond that and to somehow either force or
4 ensure that an ALEC uses what it buys from us and pays good
5 money for, I think is beyond the scope of the requirement of
6 the Act.

7 Q. If cars aren't actually test driven before they
8 get to the dealer, then the dealer has no idea whether he's
9 selling a lemon or not; does he?

10 A. Cars are manufactured under fairly strict quality
11 control. I think that a dealer would have a good level of
12 assurance about the quality of the product that they sell.

13 Q. When a car leaves the factory, it's driven off the
14 line; is it not?

15 A. I don't know. I think they're pushed on to trucks
16 or driven on to trucks, and then they're conveyed to
17 wherever that dealership is.

18 Q. And when they're at the dealership they're driven
19 off the trucks; are they not?

20 A. They're either pushed, rolled, driven off. I
21 don't know. I'm not a car dealer.

22 Q. Don't know much about cars, do you, Mr. Milner?

23 A. I don't think that's a fair characterization. I'm
24 not a car dealer. I know a good amount about automobiles.

25 Q. So when AT&T walks into buy a UNE, if you haven't,

1 to use your analogy, test driven it, AT&T has no way of
2 knowing its going to work; does it?

3 A. Well, to follow your analog, BellSouth has test
4 driven all of these things. All these unbundled network
5 elements that we've been discussing for a long time now
6 about end-to-end testing is exactly that test drive that
7 you're talking about.

8 Q. That end-to-end testing produces a list of work
9 instructions that if followed would then be provisioned so
10 that the service could actually be tested; is that correct?

11 A. It produces a work order that is executed
12 hundreds, perhaps thousands, of times a day in BellSouth's
13 network.

14 Q. A work order for your end-to-end testing for an
15 unbundled loop has not been executed hundreds of thousands
16 of times, has it?

17 A. No, it has not. But the actions by BellSouth
18 technicians to put that thing in service are done daily,
19 hourly, moment to moment.

20 Q. The actions you're referring to are the list of
21 work instructions that the tech would take to then actually
22 hook up the service; is that correct?

23 A. No. I'm referring to the activities of making
24 cross connections on a distribution frame, things of that
25 nature, which are done by the hundreds or thousands a day,

1 in a very routine fashion.

2 Q. Let's talk about cross connection for just a
3 moment. You walked Mr. Melson through a central office and
4 how you would unbundle a loop. As I recall, what you said
5 was the actual physical loop would enter the central office
6 and terminates on a main distribution frame; is that fair?

7 A. Yes.

8 Q. And then the main distribution -- at that point on
9 the main distribution frame, it has a number I. D.
10 essentially; is that correct?

11 A. Yes. Well, not a telephone number I. D., but a --

12 Q. A circuit number I. D.

13 A. Some circuit number identification, yes.

14 Q. And those circuits are inventoried in TIRKS; is
15 that correct?

16 A. Among other places, yes.

17 Q. Now when you provision an unbundled loop, you have
18 to hook a piece of wire to that termination point of the
19 loop on the main distribution frame and essentially drag
20 that wire across the central office into some collocated
21 space; is that correct?

22 A. Yes.

23 Q. In simple terms that's what it would be?

24 A. Yes.

25 Q. Are those jumper wires, in your central office,

1 are they inventoried in TIRKS?

2 A. I don't know whether they are or are not. I would
3 believe not, but I'm not perfectly sure of that.

4 Q. Since they're not, what you're talking about is a
5 manual process to build an inventory record in order to
6 provide the kind of unbundling that you're saying is simple,
7 efficient and easy to provide?

8 A. BellSouth, again, performs hundreds of
9 cross-connects and is placing jumpers daily. An analog, I
10 believe, to what we're discussing here is provision of
11 foreign exchange service, where that loop is attached to a
12 set of jumpers that essentially go -- eventually go to an
13 interoffice facility that may take that loop miles away to a
14 foreign switch. Again, that's done daily. That's a very
15 routine operation.

16 Q. Would you agree that there is a very large amount
17 of duplication in your 86 binders?

18 A. Yes, given the fact that the intent was to produce
19 a binder that could stand alone, that is would contain all
20 the relevant information for a given unbundled network
21 element or resold service. The intent was to put everything
22 in one binder rather than having to refer to a number of
23 different places or different books to have all that
24 information. So yes, there is some duplication from --
25 within the binders.

1 Q. And you mean some duplication, would it be fair to
2 say that some documents in those binders are duplicated as
3 many as 50 times?

4 A. Yeah, that's fair to say. If the same procedure
5 is used for all 50 of the resold services, then it's
6 appropriate that it appear in all 50 binders.

7 Q. With respect to the technical descriptions that
8 are in the front of each of the resale binders, where does
9 that text come from? Does that come from LEO?

10 A. I'm not sure if I understand your question. Let
11 me attempt to answer it. If you're asking me if the
12 technical service description that is included in my binders
13 is the same text as in -- did you say LEO?

14 Q. LEO, that's correct.

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

16 Q. Do you know where that text comes from?

17 A. I know that the technical service descriptions
18 that are included in my binders were produced by the product
19 manager for that service. Whether that's the same text as
20 in LEO, I don't know. And further, I don't know -- if
21 there's a service description in LEO, I don't know the
22 source of that description.

23 Q. So you don't know whether the technical service
24 descriptions are the same ones that BellSouth's employees
25 actually use in their documents?

1 A. Well, first of all, the service descriptions that
2 would be available to a BellSouth service representative
3 would certainly not be a great number of pages. There may
4 be some abbreviated version of that service description that
5 would be used by a service rep, either BellSouth's or an
6 ALEC's, if that information is contained in LEO.

7 The intent here, by including the technical
8 service description, was to set out very clearly the
9 definition of the capabilities of that service or that
10 element, to make very clear to the -- to anyone who read the
11 results, including the end-to-end test results, exactly the
12 service or element that we were testing and reporting on.

13 Q. My question really goes to whether a CLEC in
14 reading your technical service description, if he then goes
15 to talk to somebody at BellSouth as to what he wants, are
16 they going to be speaking the same language from the same
17 sheet?

18 A. Well, obviously it would depend on who within
19 BellSouth that person talked to. If that -- if that ALEC
20 person has technical background, is in a network
21 organization or something analogous to that and wanted to
22 correspond to the same technical type person within
23 BellSouth, yes, I would expect them to use the language
24 found in the technical service description. On the other
25 hand, if a network planner at an ALEC spoke, for some

1 reason, to a BellSouth service representative, then, no, I
2 would not expect him to use the same language, just given
3 the difference in the technical backgrounds from those two
4 individuals.

5 Q. If the network service person called up to place
6 an order for an item that it got a description of out of
7 your binders, that service rep should be able to converse
8 intelligently about what he's asking for; should he not?

9 A. Yes. And I would expect the information in LEO to
10 be appropriate to the types of questions that that service
11 rep would receive. Technical service description includes
12 things as expected decibel losses, electrical current levels
13 on the lines, I mean lots of information of a highly
14 technical nature. I don't know that that's necessarily
15 information that would be used during a transaction between
16 a service representative and someone else, but certainly
17 that information is available.

18 We've put all the information in the binders. I
19 haven't heard any criticism of the descriptions themselves
20 as to being lacking in terms of their specificity or
21 accuracy. But simply, they were not intended as an ordering
22 document. It was simply to set out the characteristics of
23 the unbundled element or service.

24 Q. Do you have a copy of what was discussed
25 yesterday, and again this morning, Exhibit 27? It's the

1 BellSouth bills to AT&T for its UNE platform. Do you have a
2 copy of that?

3 A. I don't believe so.

4 Q. We talked about in your deposition -- I believe
5 you had a copy then. I don't know if you still do or not.
6 If you don't, I can give you another one.

7 A. Oh, I'm sorry. This was the copy you furnished me
8 at the deposition?

9 Q. Yes, it's the same thing. It's been identified as
10 Exhibit 27.

11 A. I probably do, but in this mass of paper it may
12 take a while to find it.

13 Q. I probably have half a dozen and I can't find any
14 of them mostly.

15 Now, could you also -- keep that handy for a
16 moment, and then could you also pull your Late-filed
17 Deposition Exhibit No. 1?

18 A. Yes.

19 Q. These pages are unnumbered, so it's going to get
20 kind of cumbersome. We'll try to stay together as best we
21 can. The first real sheet that has any significant text is
22 like the third sheet in, on Exhibit No. -- Late-filed
23 Exhibit No. 1. Do you see that?

24 A. Yes.

25 Q. At the top I believe it says in bold, "Attention:

1 Account managed by OLEC (reseller.)" Do you see that?

2 A. No, I don't. I'm sorry.

3 Q. May I approach the witness?

4 A. I think mine are in a different order than yours.

5 Here we are. Yes.

6 MR. CARVER: Mr. Hatch, I can't find the reference
7 either. Could you show me what you're about to ask the
8 witness?

9 COMMISSIONER GARCIA: Why don't you say it into
10 the mike, because I -- (Pause)

11 Q. (By Mr. Hatch) Okay. At the very top left there
12 appears to be an account number up there. Do you see that,
13 Mr. Milner? Your copy may be like Mr. Carver's and that
14 number is missing.

15 A. I don't see it on here, no. But I do -- if you
16 tell me what the number is, perhaps I can --

17 Q. It's 305.Q90.

18 A. That is on the next page, so I presume it's just
19 the fact that it was copied and cut off.

20 Q. Okay. Now, that account number matches the
21 account number on Exhibit 27. Is that the -- look at
22 Exhibit 27 to confirm that.

23 A. Yes, it does.

24 Q. So that's the master billing account number for
25 this bill that you've produced as late-filed -- Item No. 1

1 for Late-filed No. 1; is that correct?

2 A. Yes.

3 Q. That would indicate to you that this is a copy of
4 a bill to AT&T under its UNE platform billing account; would
5 that be correct?

6 A. I believe so, yes.

7 Q. And I believe we went through this fairly quickly
8 in your deposition, and I won't repeat all of that. This is
9 a UNE platform bill pursuant to a test that AT&T is
10 conducting with BellSouth in Miami; is that your
11 understanding?

12 A. Yes. I would point out that I've had no direct
13 involvement or even indirect involvement with that test, and
14 further, that my 86 binders of information don't address
15 that topic.

16 Q. Now, this bill was produced as part of late-filed
17 No. 1, which requested verification of application of
18 Florida wholesale discount and end-to-end testing, a copy of
19 the bill with the ALEC name whited out, and testing showing
20 the application of the wholesale discount in Florida; is
21 that correct?

22 A. That's correct, yes.

23 Q. Where on this bill -- can you point to me where
24 the discount is applied?

25 A. I thought it was set out separately on its own

1 line. I'm looking for it now. (Pause)

2 Q. Would you accept subject to further check that
3 there isn't one in there?

4 A. I don't see one.

5 Q. That I could not find one?

6 A. Yes, I don't see one.

7 Q. Now, if this were a resale bill, you would expect
8 to see a residential service on here; would you not?

9 A. Again, if this were strictly resale, yes, I've
10 seen that. However, that's not the nature of this
11 arrangement. I believe this is for a combination of
12 unbundled network elements. And I -- frankly, I don't know
13 the billing that was agreed to between BellSouth and AT&T
14 for this sort of arrangement. Whether it was discounted or
15 not, I have no knowledge. Since these were unbundled
16 network elements, I would presume that the wholesale
17 discount would not apply.

18 Q. That was my next question. Thank you.

19 Turn to the USOC summary. It's -- from the cover
20 sheet it's like the sixth page in.

21 CHAIRMAN JOHNSON: Mr. Hatch, how much more will
22 you have?

23 MR. HATCH: Not very much.

24 CHAIRMAN JOHNSON: Okay.

25 WITNESS MILNER: Yes, I'm there.

1 Q. (By Mr. Hatch) It says 1 NPU listing not in the
2 directory or directory assistance and a \$1.44 charge.

3 A. I'm sorry, say that again.

4 Q. Where it says the USOC code is 1 NPU; do you see
5 that?

6 A. Yes.

7 Q. And that charge is \$1.44?

8 A. Yes.

9 Q. And that is for BellSouth to not list in a
10 directory whatever this line number is, for this account?

11 A. Yes, that's what it says here.

12 Q. Is it BellSouth's position that it's going to
13 charge AT&T for every unbundled loop that it gets \$1.44 a
14 month, on top of all the other unbundled network charges
15 related to that?

16 A. No, it's not -- as far as I know, it's not
17 BellSouth's policy to charge for that. Again, I'll say that
18 the agreement between BellSouth and AT&T on this trial, I'm
19 not aware of. So whether that was agreed to or not, I have
20 no knowledge.

21 Q. This trial was to trial unbundled network elements
22 combined to provide service; was it not?

23 A. Yes.

24 MR. CARVER: Objection. I'm going to object to
25 further inquiry on this. The witness has said that he

1 had no involvement in the trial, he has no knowledge of
2 the billing arrangement, and it is outside of the scope
3 of his testimony. I mean at this point basically he's
4 reading a document that he knows nothing about. But
5 the questions, nevertheless, continue, and at this
6 point I just have to object.

7 CHAIRMAN JOHNSON: Mr. Hatch.

8 MR. HATCH: Madam Chairman, I can walk him through
9 his deposition transcript where I asked and he
10 responded to all of these same questions. I'm just
11 trying to cut out and emphasize a couple of points
12 here.

13 CHAIRMAN JOHNSON: I don't understand your
14 reference to the deposition. Are you suggesting that
15 he then stated he had knowledge?

16 MR. HATCH: He has opened the door to this. He
17 stated in his deposition -- I will allege that he
18 states in his deposition that he is aware of a test
19 between AT&T and BellSouth in Miami to test unbundled
20 network elements, and that there is a specific list of
21 those elements that he was aware of were included in
22 that test.

23 MR. CARVER: I think it's one thing to have high
24 level knowledge of the existence of a test, and that's
25 one of the reasons why I didn't object earlier. But at

1 this point he is being asked and he has been asked for
2 quite some time now to respond very specifically to
3 things that he has said repeatedly that he does not
4 know about.

5 CHAIRMAN JOHNSON: I'm going to allow the line of
6 questions. But to the extent the witness has no
7 knowledge, then you can state that. But if you do have
8 some knowledge -- and I'm not certain as to everything
9 that was said during the deposition -- but try to
10 respond. But if you don't, don't feel obliged.

11 WITNESS MILNER: Yes, I will.

12 Q. (By Mr. Hatch) That listing not in the directory
13 or directory assistance, that's not an unbundled network
14 element, is it?

15 A. No, it's not.

16 Q. If the test were to trial unbundled network
17 elements, why would this be on a bill?

18 A. I don't know why that's on the bill or not on the
19 bill. My recollection of the questions and the answers that
20 I gave in that deposition about this bill included a
21 statement that I made that I was aware only that there were
22 12 unbundled network elements that AT&T, from my
23 participation in the arbitrations last year, had cited as
24 unique unbundled network elements.

25 I believe I said that whatever combination of

1 those 12 unbundled network elements, I had no knowledge of.
2 So, yes, I believe in the deposition I agreed that there
3 were 12 unbundled network elements as defined by AT&T, based
4 on my knowledge of the arbitration proceedings from last
5 year. But apart from that, I don't recall that I said
6 anything about the nature of this trial.

7 Q. Since your deposition, have you had occasion to
8 inquire as to further details about the trial?

9 A. No, I have not. This whole topic of combinations
10 of unbundled network elements is outside the scope of my
11 testimony. It has been addressed, I believe by Mr. Varner
12 and Mr. Scheye, already. It was not a topic of the
13 end-to-end testing that we've performed in production of the
14 86 binders. It's just simply outside the scope of what I've
15 been involved in.

16 MR. HATCH: I have no further questions.

17 CHAIRMAN JOHNSON: Okay. We're going to take a
18 lunch break. We'll break until 1:15.

19 (Recess from 12:35 p.m. until 1:25 p.m.)

20 CHAIRMAN JOHNSON: If everyone could settle back
21 into their seats, we'll reconvene.

22 MS. WILSON: Madam Chairman, can I take up a
23 housekeeping matter?

24 CHAIRMAN JOHNSON: Yes, ma'am.

25 MS. WILSON: On break I received some information

1 that led me to raise a question as to the accuracy of
2 an interrogatory response that BellSouth provided to a
3 Staff interrogatory. And I discussed it with BellSouth
4 and they wish to double check the response and to
5 provide a verification as part of what has been
6 previously identified as Late-filed Exhibit 35.

7 And so I would request permission to expand
8 Late-filed Exhibit 35 to include BellSouth's
9 verification of their response to Item No. 43 to
10 Staff's Second Set of Interrogatories.

11 CHAIRMAN JOHNSON: Okay, we'll show that noted for
12 the record and expand it to include that. Anything
13 else?

14 MS. WILSON: Do you want a short title for that?

15 CHAIRMAN JOHNSON: Well, maybe I didn't understand
16 you.

17 MS. WILSON: It's a different topic, but it's
18 the -- in both cases BellSouth is going back and
19 verifying some information given in an interrogatory
20 response. So we thought it would be best to --

21 CHAIRMAN JOHNSON: Is it going to be a part of
22 that same already identified --

23 MS. WILSON: Yes.

24 CHAIRMAN JOHNSON: I don't need a short title. I
25 think by that description they'll just include that

1 within the -- within Exhibit 34, right?

2 MS. WILSON: Late-filed 35.

3 CHAIRMAN JOHNSON: Thirty-five, okay.

4 MS. WILSON: Thank you.

5 CHAIRMAN JOHNSON: Uh-huh. Any other preliminary
6 matters? No? Then are we on Mr. -- is it your turn?

7 MR. SELF: Yes.

8 CHAIRMAN JOHNSON: Okay. Go ahead.

9 CROSS EXAMINATION

10 BY MR. SELF:

11 Q. Mr. Milner, I'm Floyd Self representing WorldCom
12 and its subsidiary, MFS.

13 A. Good afternoon.

14 Q. And for my first question, I would like to follow
15 up on an answer that you gave to a question to Ms. Wilson
16 earlier this morning about ALECs with BAPCO agreements. And
17 what I would like to ask you, is the list that you
18 identified, is that a region-wide or a state-specific list?

19 A. I believe that was a state-specific list.

20 Q. And do you know which state that was?

21 A. It was Florida, yes.

22 Q. Florida?

23 A. Yes.

24 Q. I would like to ask you then to now turn to your
25 direct testimony at Page 10.

1 A. Yes.

2 Q. And I would like to ask you a couple of questions
3 with respect to the answer that appears on Lines 1 through 5
4 of Page 10.

5 A. Yes.

6 Q. First, isn't it true that there are no system-
7 generated bills for interconnection under the MFS agreement
8 in Florida because MFS does not presently have any customers
9 in Florida?

10 A. Yes, that would be true.

11 Q. So the situation that you're describing there with
12 respect to the MFS agreement, are you referencing Georgia?

13 A. I believed that that was the arrangement that MFS
14 would use in any of BellSouth's nine states. I thought that
15 was a nine-state agreement.

16 Q. Okay. But to the extent that they're exchanging
17 traffic, there's none in Florida today, correct?

18 A. That's correct, yes.

19 Q. Now with respect to the local interconnection
20 traffic that's discussed here, are you familiar with
21 BellSouth's recent decision to no longer pay reciprocal
22 compensation for traffic that's terminated to an enhanced
23 service provider?

24 A. I have heard that. I was not involved in those
25 discussions. I've heard the outcome of that, yes.

1 Q. If I may, Madam Chairman, I would like to show the
2 witness what's previously been identified as Exhibit 17.

3 A. Yes.

4 Q. Okay, have you seen this memorandum previously?

5 A. No, I have not.

6 Q. Are you familiar with the policy that's
7 articulated there?

8 A. At a very general level, yes.

9 Q. Okay. Do you know whether this policy applies to
10 ESPs that have local seven digit telephone numbers?

11 A. I would expect that it would apply, yes.

12 Q. With respect to this new policy, does this mean
13 that in the past that BellSouth has been paying reciprocal
14 compensation for these calls but that it will not be in the
15 future?

16 A. I don't know if in the past it has been paying for
17 these calls or not. Back to your question about access on a
18 seven digit basis, obviously that would complicate
19 determining which was a local call and which was a call to
20 an enhanced service provider or an Internet service
21 provider, for example, if both were accessed on a seven
22 digit basis. But to the second part to your question, I
23 don't know if in the past we did or did not pay for those
24 calls.

25 Q. Are you familiar with the revised SGAT that I

1 believe has previously been identified as Exhibit 24?

2 A. In general, yes.

3 Q. Is there anything in the revised SGAT with respect
4 to the definition for local traffic that excludes calls to
5 ESPs?

6 A. I don't know if there is or is not. The extent of
7 my knowledge about reciprocal compensation is BellSouth's
8 policy that calls to ESPs and ISPs are not local traffic and
9 therefore not subject to reciprocal compensation. Beyond
10 that, I really don't know anything else.

11 Q. Okay. Do you know whether there is anything in
12 the BellSouth MFS agreement that excludes calls to ESPs?

13 A. I don't know whether there is or is not.

14 Q. Do you know whether the MFS agreement language
15 with respect to local calls and the SGAT language is
16 substantially the same or not?

17 A. I do not know.

18 Q. To the extent that there is an ESP that's reached
19 on a local dialed seven digit basis, do you know how
20 BellSouth will strip off these calls so they can be excluded
21 from the reciprocal compensation?

22 A. I don't know by what mechanism that would be
23 achieved, no.

24 Q. Do you know whether BellSouth is planning on not
25 paying reciprocal compensation on any other types of calls

1 that are dialed on a local seven digit basis?

2 A. None that I know of. I don't know.

3 MR. SELF: That's all I had. Thank you, Madam
4 Chairman.

5 CHAIRMAN JOHNSON: Mr. Wiggins?

6 CROSS EXAMINATION

7 BY MR. WIGGINS:

8 Q. Good afternoon, Mr. Milner. Pat Wiggins for
9 Intermedia.

10 A. Good afternoon.

11 Q. Mr. Milner, how does BellSouth determine which
12 network elements are contemplated by Checklist Item 2?

13 A. The list of -- did you say unbundled network
14 elements? I'm sorry.

15 Q. Yeah, Checklist Item 2 requires BellSouth to
16 provide non-discriminatory access to network elements,
17 correct?

18 A. Yes.

19 Q. What is your source for determining whether
20 something is a network element or not?

21 A. Well, at least two sources. One would be the
22 FCC's order itself that specifically named certain types of
23 unbundled network elements -- for example, local switching,
24 unbundled loops -- plus any other network elements that this
25 commission has named to be as elements.

1 Q. Where would they have named those?

2 A. Most likely during the arbitration proceedings.

3 Q. So it's your testimony that BellSouth refers to
4 FCC orders and this Commission's order in the arbitration
5 proceedings as two of the places you look to determine which
6 elements are network elements?

7 A. Yes. Plus, an ALEC can request any other
8 unbundled network element via the bona fide request process
9 and that may add to the list as well, if that request was
10 determined to be technically feasible.

11 Q. If an ALEC requests an element and it's determined
12 to be technically feasible, then it would be subsumed under
13 Checklist Item 2 at that point?

14 A. I would suppose so, yes.

15 Q. Would it -- if an ALEC did not ask for a specific
16 element, would it be included in that -- under that
17 checklist -- that checklist group before being -- before you
18 were asked for it?

19 A. Well, you said if an ALEC. Let me qualify it a
20 little bit. If, A, it was not required by the order, B, it
21 was not required by this commission, and no ALEC had
22 required it or requested it through the bona fide request
23 process, then I would not expect it to be there. So you
24 said an ALEC versus any ALEC. If any ALEC had requested it,
25 then it would be available to -- and was determined to be

1 technically feasible, then it would be available to any of
2 them.

3 Q. But if it is identified in the FCC orders or in
4 the PSC arbitration orders, you consider them to be covered
5 by Checklist Item 2 even if an ALEC has not asked for them?

6 A. Yes, yes. I believe that to be a requirement of
7 BellSouth even absent a request for that.

8 Q. Where do you go for your technical descriptions
9 with these elements?

10 A. Generally the product manager would either write
11 or have written the technical service description, and there
12 is a product manager for each unbundled network element,
13 each service that BellSouth provides.

14 Q. I would like to turn our attention to loops,
15 specifically digital loops.

16 A. Okay.

17 Q. What does it mean when someone says 4-wire digital
18 loop?

19 A. Generally it means there is a pair of wires that
20 data is transmitted over, information is transmitted over,
21 and a separate pair of wires that information is received
22 over. In other words there are two pairs to transmit, two
23 pairs to receive, and since you used the term digital, that
24 the analog information, voice or whatever, has been
25 digitally in encoded to a digital bit string.

1 Q. How many kilobits would a 4-wire digital loop be
2 capable of handling?

3 A. I don't know that there is an upper limit. The
4 upper limit would be a function of the style of multiplexers
5 that are put on either end of that loop, from as little as,
6 let's say, 56 or 64 kilobits per second, up to perhaps a
7 million, roughly, bits per second.

8 Q. What does 64 kilobit 4-wire digital loop -- when I
9 say 4-wire digital loop, I think probably it's more precise
10 to say 4-wire loop conditioned to handle digital signals.
11 Would that be correct?

12 A. Yes, that's more accurate, but you've imposed
13 another criteria, and that is the bit rate that would be
14 carried over those four wires, and that's a function of the
15 equipment that's attached to those four wires, not to the
16 wires themselves.

17 Q. So you mentioned 64 kilobits and 58 kilobits. Are
18 those standard rates that are out there in the field for
19 4-wire digital loop?

20 A. Well, let me make one minor correction. You said
21 58 kilobits. I think I said 56 kilobits, but yes, those are
22 standard applications that multiplexing equipment is
23 commercially available for.

24 Q. Is 64 kilobit 4-wire digital loop a network
25 element?

1 A. I don't recall if the -- if the bit rate was
2 defined as being part of the loop specification or not. I
3 simply don't know. I know that 4-wire digital loops is one
4 of the unbundled network elements that we make available.

5 Q. So at this point -- I'm sorry. Were you through?

6 A. I'm through, yes.

7 Q. Would you have the same answer for 56 kilobit
8 4-wire digital loop?

9 A. Again, a digital grade loop could accommodate
10 either 56 kilobits, 64 kilobits, or potentially 1.554
11 megabits of information per second.

12 Q. What is a DSO loop?

13 A. A DSO loop is equivalent to a single voice
14 channel, operates at either 56 or 64 kilobits, depending on
15 the line coding that -- either a 56 or 64 kilobit loop.

16 Q. Is it 4-wire?

17 A. Yes, it is.

18 Q. Is there anything a DSO loop offers -- DSO loop
19 contains, that a 64 -- let me strike that question, if I
20 could.

21 Is a DSO loop a network element?

22 A. We've not -- I don't believe we named an element
23 in terms of DSO. I think we've named them instead in terms
24 of 2-wire loops, 4-wire analog or digital loops. I don't
25 recall whether we named a DSO loop as an unbundled network

1 element or not. DSO refers to the transmission speed of
2 information carried over that loop.

3 Q. If an ALEC comes to BellSouth and asks for a
4 digital loop, a 4-wire digital loop, does BellSouth believe
5 it's obligated to provide them access to a 4-wire digital
6 loop within the meaning of Checklist Item 2?

7 A. Again, consistent with the technical capabilities
8 of that loop, yes.

9 Q. Well, I may come back to that, but let's go to
10 your SGAT for a minute. How do you decide what network
11 elements to put in your SGAT?

12 A. I did not prepare the SGAT, so I don't know, but I
13 would presume that the same criteria generally would be
14 used, except that the nature of the statement of generally
15 available terms could, if you just included that whole list,
16 could include some things that would not necessarily be
17 desirable or useful to the types of ALECs that might use the
18 SGAT. So I think that some judgment was applied to
19 determine whether certain elements were likely to be
20 requested by an ALEC, and on that basis they were included
21 in the list of unbundled network elements or not.

22 Q. So there may very well be network elements that an
23 ALEC might request but that are not included in the SGAT?

24 A. That's possible.

25 Q. Okay. Would you mind turning to Page 11 of

1 your -- I believe it's your Revised Statement of Generally
2 Available Terms and Conditions. Do you have that?

3 A. I don't have a copy of that, no.

4 Q. Revised. Page 11.

5 A. Yes.

6 Q. Under Section 4, which is local loop transmission
7 unbundled from local switching, paragraph A, unbundled local
8 loops, it says, "Local loops provide transmission paths from
9 the central office to the customer's premises. BellSouth
10 provides a variety of local loop configurations. These
11 loops include 2-wire and 4-wire voice grade analog, 2-wire
12 asymmetrical digital subscriber line, 2-wire and 4-wire high
13 bit rate digital subscriber line, 2-wire ISDN and 4-wire
14 DS-1 digital grade," correct?

15 A. Yes.

16 Q. Where -- if I want DSO, 4-wire DSO digital, a
17 network element -- a 4-wire digital network element, where
18 do I find it in this list of unbundled local loops?

19 A. I don't see it here. The use of 4-wire -- a
20 4-wire loop to deliver a single DSO would probably be
21 fairly -- I don't know if unlikely is the word, but 4-wire
22 facilities are often used for high capacity -- services
23 carrying a number of different loop equivalents at the same
24 time. But 4-wire DSO level digital grade circuit is not
25 shown here.

1 Q. Might a company such as Intermedia use a 4-wire
2 digital loop at 64 kilobits to support a frame relay
3 application?

4 A. It might, yes.

5 Q. Would you turn to Page 12, please?

6 A. Yes.

7 Q. This is under Section 5, which is local transport
8 from the trunk side unbundled from switching or other
9 services, and you have: A, local transport elements. Then
10 you have dedicated transport. And the last sentence says
11 you have transmission media available, including DSO, DS-1,
12 DS-3 and optical cable.

13 A. Yes, I see that.

14 Q. Now there is only a single DSO product listed
15 there. Is that because these are just trunks and that's the
16 capacity you run these trunks over?

17 A. I'm sorry, I didn't follow your question.

18 Q. Well, I was somewhat confused by the fact that for
19 the local loop when we got to digital, there seemed to be
20 four or five different product names or elements, or
21 whatever you want to call them, but when I got to
22 transmission media, it was just DSO, DS-1, DS-3 and optical
23 cable and I was wondering if you would say why.

24 A. Well, I think you were close.

25 Q. Finally.

1 A. These transport facilities are what, you know,
2 most people call trunks. There's additional equipment
3 that's used to multiplex various signals on to transmission
4 paths, sometimes called digital cross connection systems.
5 They're on the trunk side of the network, generally not
6 always on the line side, sometimes on the line side, but
7 fairly infrequently.

8 So it's easier to create, aggregate, DSO signals
9 on the trunk side of the network given the presence of
10 digital cross connect devices.

11 Q. Does your SGAT provide a rate for DSO?

12 A. For DSO on the dedicated transport?

13 Q. Yes, sir.

14 A. I presume it does since it's named here.

15 Q. Could you show that to me?

16 A. It may take me some time to find it.

17 Q. I'll tell you what, let me spare you that. Let me
18 tell you that my review shows a rate for DS-1, but not a
19 rate for DSO, or DS-3, or optical cable. Were you aware of
20 that?

21 A. No, I was not.

22 Q. Do you know any reason that you would not have a
23 rate for DSO, DS-3 and optical cable?

24 A. No, I do not. Well, except optical cable, I'm not
25 sure -- it's not very clear to me what that means. DSO,

1 DS-1 and DS-3 refer to the number of transmission paths.
2 DSO is a single path. DS-1 is 24, and DS-3 is 672. So I
3 would expect there to be -- that a DS-3 is not 672 times as
4 much as a DSO, given the fact that different equipment is
5 used to generate those signals, but no, I don't know why
6 there would not be separate prices for each of those.

7 Q. I'm puzzled by your statement that you're not
8 quite sure what optical cable means. This is something
9 that's supposedly being offered in the Statement of
10 Generally Available Terms and Conditions. Does it not have
11 a common meaning in the industry that one reading it might
12 know what it's offering?

13 A. I don't know what context it's being used here.
14 I'm not an expert on the statement. The term here, I'm not
15 sure in exactly what context it's being used.

16 Q. Thank you.

17 A. It may simply mean that the transmission media
18 includes the transmission over either copper facilities or
19 optical cable. I don't know if that's what was meant or
20 not.

21 Q. I'm afraid that my lack of expertise in this area
22 may make it difficult for me to frame a question
23 intelligently, but I'll give it my best shot, and if I'm
24 confused, then please just jump in and correct me. What I'm
25 confused about is the following: If Intermedia wished to

1 order from BellSouth what I understood to be a 4-wire
2 digital loop capable of carrying 64 kilobits per second,
3 could it -- can it order that directly from your company,
4 get only that, nothing else -- first of all, can it do that?

5 A. Yes, I believe it can.

6 Q. Okay, would your company consider that order a
7 network element as contemplated under Checklist Item 2?

8 A. Yes, I would believe so.

9 Q. Thank you. That clarifies a lot, and even better,
10 it saves a lot of questions.

11 All right, I would like to look at the SGAT
12 generally for a moment. And starting off very basic. The
13 SGAT, we can agree, either approved or in draft form, is not
14 a precise interconnection agreement between BellSouth and a
15 specific company; is that correct?

16 A. I don't know if I would characterize it that way
17 or not. These are all terms that collectively could be
18 considered one interconnection agreement. If an ALEC agreed
19 with all these terms, then they could simply take the terms
20 and conditions of the statement.

21 Q. Is that a lot like a tariff?

22 A. I'm not a lawyer or a regulatory person, so I
23 don't know if it's a tariff or not.

24 Q. But it's a statement of generally available terms
25 and conditions which an ALEC could take if it chooses?

1 A. That's my understanding, yes.

2 Q. But until an ALEC selects -- chooses to take those
3 available terms and conditions, there's not an actual
4 interconnection agreement between that ALEC and your
5 company, correct?

6 A. That's correct, although the ALEC could choose to
7 negotiate its own agreement.

8 Q. Of course.

9 A. Or to adopt another ALEC's.

10 Q. All right, on Page 5 of your testimony you
11 state -- do you want to -- I'll give you a second to get
12 there.

13 A. Thank you. Yes.

14 Q. You state that -- you ask yourself the question,
15 or someone asks you the question, must ALECs actually be
16 ordering each item that is generally offered in order for
17 each item in the statement to be functionally available?
18 And you say, no, no, that they're available, they can be
19 implemented in a realistic way; is that correct?

20 A. That's what I say, yes.

21 Q. Do you have the Ameritech order in front of you?
22 Did you leave that up there?

23 A. Yes, here it is.

24 Q. Would you mind turning to paragraph 110 and take a
25 moment to read that. And after you read it, I will attempt

1 to paraphrase it in a way that doesn't raise an objection.

2 (Pause)

3 A. Okay, I've read that paragraph.

4 Q. Okay, Mr. Milner, I want to state before I ask you
5 these questions, I realize your company has already taken
6 the position that the Ameritech order does not bind this
7 commission and that the Commission should perhaps forge its
8 own way where it seems appropriate. But for the purpose of
9 this testimony, I would simply like to match up your
10 definition of "realistically available" with this definition
11 of "providing."

12 First of all, are we in agreement that this
13 discussion in paragraph 110 applies to Track A?

14 A. I don't know whether it does or does not.

15 Q. Okay. And I will read a sentence from the middle
16 of the paragraph. "Like the Department of Justice, we
17 emphasize that the mere fact that a BOC has offered to
18 provide checklist items will not suffice for a BOC
19 petitioning for entry under Track A to establish checklist
20 compliance." So are we in agreement now that this paragraph
21 relates to Track A and not Track B?

22 A. I don't know if it deals exclusively with Track A
23 or not.

24 Q. Okay, that's fine. That's fine. Do you agree
25 that this paragraph provides the following definition of the

1 word "provide" -- an item within the meaning of Checklist
2 Item 2 -- that to provide means to either be actually
3 furnishing the item, or if not furnishing it, to make it
4 available both as a legal and a practical matter?

5 A. Yes, I agree with that.

6 Q. Now, turning our attention to making them --
7 making an item available as both a legal and practical
8 matter, are we in agreement that the FCC says that to be
9 available as a legal matter means to be subject to a
10 specific and concrete legal obligation to provide the item
11 under an interconnection agreement approved by the state
12 commission, which interconnection agreement includes rates
13 and terms and conditions?

14 A. That's what those words say.

15 Q. That's what they say?

16 A. Yes.

17 Q. Yes, sir. Now we can stop a minute and say
18 that -- we can also say at this point that your SGAT does
19 not include rates for all of its elements?

20 A. Yes, but the SGAT is not the only way that
21 BellSouth makes unbundled network elements and resold
22 services available to ALECs who request them.

23 Q. Understood. Thank you.

24 A. There are interconnection agreements. There is
25 the SGAT. There's also the bona fide request process.

1 Q. In addition to a legal matter, it must be
2 available as a practical matter. Do you agree that the FCC
3 says that means to be able to furnish the checklist item in
4 quantities that competitors may reasonably demand in an
5 acceptable level of quality?

6 A. Yes. And I think that comports well with the
7 definition of "functionally available" that I use in my
8 testimony. That is, that simply upon request by an ALEC,
9 BellSouth can appropriately respond to that request by
10 providing that requested element in the real world, not only
11 hypothetically could we -- would we offer to, but are we
12 able to do that.

13 Q. Tracking my orders -- my notes. Is it your
14 testimony that for network elements that your company is not
15 currently furnishing in Florida, that it is operationally
16 ready to provide those network elements in sufficient
17 quantities to meet current -- either the reasonable current
18 and foreseeable demand of the ALECs at acceptable quality?

19 A. Yes.

20 Q. And that applies to unbundled switching?

21 A. Yes.

22 Q. And DSOs?

23 A. Yes.

24 Q. And 4-wire digital loop at 64 kilobits per
25 second?

1 A. Yes.

2 Q. All right. I wonder if you might turn to your
3 rebuttal testimony and take a look at Page 31. On that page
4 you address Mr. Chase's complaint that there have been
5 instances of double billing. Is that correct?

6 A. Yes.

7 Q. And for the commissioners' information, double
8 billing is when Intermedia is sending its new customer a
9 bill the same time that you're sending them a bill?

10 A. Yes.

11 Q. Or excuse me, let me make that more clear, sending
12 the customer a bill the same time that your company is
13 sending them a bill?

14 A. Yes, that's correct.

15 Q. If I understood your rebuttal testimony, you said
16 there's nothing unreasonable or inappropriate about
17 BellSouth continuing to bill while it's continuing to
18 provide the service. Did I get that right?

19 A. Yes.

20 Q. But it is an inconvenience for the customer,
21 correct?

22 A. Well, I think what I said was that it's
23 appropriate for BellSouth to continue to bill, as you say,
24 as long as we're providing that service. Is it inconvenient
25 to the customer? Yes, it probably is if it's receiving a

1 bill both for service that it is receiving and a bill for
2 service it is not receiving.

3 Q. Is this a good thing for Intermedia, for there to
4 be double billing?

5 A. I don't think double billing is a good thing for
6 any service provider.

7 Q. If I understood your response, if not in the
8 rebuttal testimony, maybe at deposition, that basically this
9 was Intermedia's fault because they were working off firm
10 order confirmation notices when they were filing paper LSRs,
11 and that was inappropriate. Did I misunderstand your --

12 A. I cited that as one possible reason there would be
13 double billing in this case. If you look at my testimony on
14 Line 18 of Page 31, I said, obviously it is possible that a
15 customer might be signed up. I didn't say that that was the
16 case. I don't recall whether Mr. Chase named particular
17 customers or not. I don't recall that he did. So I
18 answered in a hypothetical fashion. So I offered one
19 possible reason as to why that might occur.

20 And yes, if Intermedia were using firm order
21 confirmations as its indication as to when to commence
22 billing, then there are occasions where the firm order
23 confirmation date and the date that service is actually
24 rendered by Intermedia might be different.

25 Q. Are there other reasons that there might be double

1 billing?

2 A. There's also a possibility that through some fault
3 in the billing process BellSouth continued to bill beyond
4 the disconnect date.

5 Q. Okay, so basically it could be Intermedia's fault,
6 it could be Bell's fault?

7 A. That's a possibility.

8 Q. Have you looked into the double billing problem?

9 A. The only occasion that I've heard of a double
10 billing problem is the one that Mr. Chase cites in his
11 testimony.

12 Q. On Page 33, you respond to some of Ms. Strow's
13 testimony. And in -- on that page, as I understand it, you
14 say that BellSouth has made all required elements available
15 to Intermedia since March 24, 1997. And this is in response
16 to Ms. Strow's complaint that BellSouth has not provided
17 unbundled loops necessary for Intermedia to use with its
18 frame relay services. So are you at Page 33 of your
19 testimony?

20 A. I am.

21 Q. DSO loop, what does that mean?

22 A. It's exactly what it says. It says here that
23 BellSouth has offered to Intermedia an unbundled loop that
24 operates at DSO level.

25 Q. Is that the same thing as offering a 64 kilobit

1 per second rated 4-wire digitalized loop?

2 A. If the transmission rates are the same, yes. You
3 notice that it also says underneath that bullet that
4 BellSouth offered a DS-1 level loop, which is also a 4-wire
5 loop.

6 Q. I'm really afraid to use an analogy, but I'm going
7 to try, and it probably will be worth abandoning fairly
8 quickly. But suppose I went into to a Burger King and I
9 didn't want a combo plate. I just wanted a hamburger. I
10 didn't want the coke, I didn't want the fries, I didn't want
11 the lettuce, I just wanted two white pieces of bread and a
12 piece of meat. I think I can order that from Burger King.

13 A. Again, not to confuse your analogy, but if you
14 went into Burger King, you could order a Whopper or you
15 could order a Jr. Whopper and they would be different sized
16 hamburgers.

17 Q. Right. So what I'm trying to get at is you say
18 DSO loop. And I'm asking you, very simply, does this mean
19 that you've offered to Intermedia what they've wanted?

20 A. If you read the letter that I mention on Line 5 of
21 that page, it was not clear to BellSouth exactly what
22 Intermedia wanted. There had been a number of discussions
23 and that still had not been resolved, and this letter that
24 went from BellSouth to Intermedia said, we believe we
25 understand what you're asking for, and we can provide these

1 things at these prices. Is that what you're asking for?

2 And we offered prices for those things.

3 And to my knowledge, at least at the time that my
4 deposition was given, Intermedia had not responded to that
5 letter. And further, I believe Ms. Strow said that
6 Intermedia has not requested any of these things with which
7 to provide its frame relay service. I think she said that
8 in her deposition.

9 So this was an attempt by BellSouth to say, we've
10 been working with you for some time. We believe your
11 requirements to be this, included graphic -- you know,
12 graphics of how those unbundled elements would be tied
13 together by which Intermedia could add its frame relay
14 capability from its switch to provide the service that
15 apparently it wants to. But Intermedia has not responded to
16 that letter nor requested any of these items.

17 Q. I would like to go back to what my fundamental
18 confusion about this whole discussion is, and if you can
19 clarify it for me I would appreciate it.

20 Can Intermedia, if they've not already done it,
21 write a letter, fax a letter, to their account team, and say
22 specifically, all we want is a 4-wire digitized local loop
23 capable of handling 64 kilobits per second, or maybe -- or
24 even 56, rated for that, just that, and no other tariff
25 provisions with it, just that loop at an appropriate rate?

1 Can they do that?

2 A. Yes. But let me point out, that my understanding
3 of this whole situation is that that is not what Intermedia
4 originally requested. It asked for a frame relay loop. Not
5 to quibble, but not a frame relay capable loop, but a frame
6 relay loop, which could support a multi-host environment.
7 And that's quite a bit different and certainly a lot more
8 complex than saying, I would like to have a 4-wire DSO
9 loop.

10 Q. Okay. So --

11 A. So it was in the intervening time that BellSouth
12 and Intermedia worked together to try to figure out exactly
13 what Intermedia wanted that BellSouth could provide.

14 Q. Well, Mr. Milner, one of the reasons I'm confused
15 is that I believe in response to Mr. Melson's questions, and
16 even the questions of Commissioner Clark, you testified -- I
17 think you said it three times -- that no ALEC has requested
18 a local loop. And it seems to me that the one thing we
19 can't agree on is that Intermedia has been asking for some
20 kind of local loop for over a year.

21 A. Now, when I say requested in this context, I mean
22 that Intermedia has not placed an order for any of these
23 items that are named on Page 33 to my knowledge. So when I
24 say requested, as we're discussing here, I mean that there
25 has not been a firm order for those things.

1 Further, Intermedia has neither confirmed nor
2 denied that these are the things it truly wants.

3 Q. It may not want a DSO loop as reflected on this
4 page. Indeed it may want something that this DSO loop does
5 not contemplate. Isn't that possible?

6 A. That's certainly possible, but I believe it's
7 incumbent on Intermedia to say, no, that's not what I
8 intended, and here's what I would rather instead. And
9 certainly, since March 24 until today, I think there was
10 adequate time to make a determination as to whether that's
11 what they wanted or not.

12 Q. What exactly is your connection with this
13 communication process between Intermedia and its account
14 team? Were you involved with this back last summer?

15 A. No, I was not.

16 Q. When did you become aware of this -- of this
17 issue?

18 A. Probably at the time that I read Ms. Strow's
19 testimony.

20 Q. When you read Ms. Strow's testimony. Did you
21 speak to the account team that she works with?

22 A. Yes, I did.

23 Q. Did you talk to the FCSC? Were they involved with
24 this as well?

25 A. I'm sorry, you said the FCSC?

1 Q. I mean the LCSC.

2 A. The LCSC? Yes, I spoke to those folks as well.

3 Q. Who did you speak with with their account team?

4 A. I spoke with Ms. Pam Kruse, among others.

5 Q. When was that?

6 A. I'm not sure of the exact date. Pam provided me
7 some of the copies of the correspondence that had gone back
8 and forth. That was several weeks to a month ago.

9 Q. Have you spoken to anyone at Intermedia about this
10 directly?

11 A. No.

12 Q. Other than attorneys through --

13 A. No, I have not. And BellSouth has an entire
14 account team for communicating between BellSouth, and in
15 this case Intermedia.

16 Q. So is it your testimony that currently the ball is
17 in Intermedia's court and that it has in front of it
18 technical specifications for the products that it would want
19 from BellSouth and has not come back and asked for the
20 service?

21 A. You know, as far as the -- whose court the ball is
22 in, I won't comment on that. BellSouth has made an offer to
23 Intermedia based on its understanding of Intermedia's
24 request.

25 I would also point out that even before this

1 letter was written, that BellSouth had offered other
2 accommodations to Intermedia, including using another retail
3 service which it would price at UNE prices in the pendency
4 of these discussions.

5 So I think that BellSouth has been very proactive
6 in trying to find solutions that would allow Intermedia to
7 provide the frame relay service it desires.

8 Q. That would be the SynchroNet solution?

9 A. Yes.

10 Q. Is BellSouth currently providing Intermedia 4-wire
11 digital loop of any kind in connection with the SynchroNet
12 service?

13 A. Well not in connection with SynchroNet.
14 BellSouth's offer to use SynchroNet was predicated, I
15 believe, on our understanding of what Intermedia was trying
16 to do. And I think that was -- that was a response to the
17 words that Intermedia used of multi-host environment, which
18 is what SynchroNet does.

19 So BellSouth said, while we discuss this issue and
20 while it's not entirely clear what it is you need or want
21 from us, we do have this other service that we call
22 SynchroNet. We'll allow to you provide that to your
23 customers. We'll try to price that at UNE prices. You can
24 get in business using that.

25 Later, after more correspondence and more

1 discussions between Intermedia and BellSouth, BellSouth
2 said, on March 24, here's what we believe you need to
3 provide your frame relay service, and if you agree, here are
4 the prices, and we'll amend the contract.

5 Q. That narrative was actually not responsive to my
6 question, but it was useful. So I'm glad you gave it.

7 My question is, currently, is BellSouth providing
8 4-wire digital loop to Intermedia?

9 A. The basis of my understanding is Ms. Strow's
10 deposition that says no. I have no other knowledge than
11 that.

12 Q. Do you have any knowledge one way or another of
13 that?

14 A. Except for that, no.

15 Q. Could you just give me one second? (Pause)

16 I would like to go back to the issue of the
17 optical fiber for a moment. Does BellSouth offer dark fiber
18 through its SGATs filed in Georgia and Alabama?

19 A. I believe it does as a result of the PSC's action
20 in those two states.

21 Q. Does it offer it here?

22 A. This commission did not deem dark fiber to be an
23 unbundled network element, so no, we did not.

24 Q. So dark fiber is an unbundled network element in
25 Alabama and Georgia, but it's not an unbundled network

1 element in Florida?

2 A. That's correct.

3 MR. WIGGINS: I think I'm through, but I need just
4 one minute to look. (Pause) That's all I have. Thank
5 you.

6 MR. BOYD: No questions.

7 CHAIRMAN JOHNSON: Staff?

8 CROSS EXAMINATION

9 BY MS. BARONE:

10 Q. Good afternoon, Mr. Milner.

11 A. Afternoon.

12 Q. Mr. Milner, can you describe the AIN service Zip
13 Connect?

14 A. Yes. Zip Connect is a service provided under AIN,
15 which stands for advanced intelligent network. The service
16 essentially is a database that would contain a telephone
17 number that an end user customer would advertise widely as
18 being a single telephone number for some geographic area.

19 Within the database, the -- after you dial that
20 telephone number, a query would be made of that database
21 that essentially says, I dialed this seven digit number or
22 ten digit number, or whatever, and then additional
23 information such as where you are calling from and the time
24 of day would allow that call to be routed to different
25 places, different telephone numbers.

1 For example, a pizza company might advertise a
2 seven digit number. If I dial that number from my house, it
3 will route my call to the nearest pizza kitchen of that
4 type. If you call it from your house, it will route you to
5 that pizza kitchen closest to yours. So it's a translation
6 of not only the telephone number that was dialed, but where
7 you're calling from, that is your telephone number, and
8 perhaps the time of day.

9 For example, that same pizza company may decide at
10 10:00 to consolidate all its orders from a central pizza
11 kitchen and so would route based on where you're calling
12 from, plus time of day, or other considerations like that.

13 Q. Can you also describe DataReach?

14 A. I'm sorry, I don't know the functionality of that
15 service. I don't.

16 Q. Would you be able to provide a late-filed exhibit
17 of a description of DataReach, please?

18 A. Yes, sir.

19 MS. BARONE: Madam Chairman, we would like that to
20 be identified as Late-filed Exhibit No. 38.

21 CHAIRMAN JOHNSON: It will be identified as 38.
22 Short title.

23 MS. BARONE: Description of DataReach AIN Service.

24 CHAIRMAN JOHNSON: Description of DataReach AIN
25 Service?

1 MS. BARONE: Yes, ma'am.

2 CHAIRMAN JOHNSON: So marked.

3 (Late-filed Exhibit No. 38 identified.)

4 Q. (By Ms. Barone) Mr. Milner, isn't it true that
5 ALECs cannot create all of BellSouth's AIN services with the
6 tool kit BellSouth has provided to the ALECs?

7 A. No, I don't know that to be true. The tool kit is
8 simply that, a set of software programs by which finished
9 services are created. In fact, BellSouth uses most or all
10 of those same tools that are included in its AIN Tool Kit.
11 So I don't know of any software creation method that is
12 available to BellSouth that's not available through that
13 tool kit to any other party that would wish to create AIN
14 services.

15 Q. Can they access those AIN services without the AIN
16 Tool Kit, or is there another way to access those services?

17 A. Well, when you say access them, do you mean to
18 actually operate those?

19 Q. Yes.

20 A. Yes. Let me be clear, first of all, that there
21 are things -- there are software programs that we call
22 service creation tools, sometimes collectively referred to
23 as the service creation environment. Those tools are used
24 to write the programs that the service runs on initially.

25 That's a different process from operate -- in the

1 personal computer world, that would be that there are
2 certain tools that are used to create a program that will
3 run on your personal computer. The access to those
4 programs, the actual operation of that program, is a
5 different matter. So I could potentially create services
6 that would run on BellSouth's Advanced Intelligent Network
7 platform without using any of BellSouth's service creation
8 tools.

9 Q. In relation to that, on Page 104 of your
10 deposition transcript, at Line 18, you state that at least
11 one ALEC has developed software that would run on
12 BellSouth's AIN platform.

13 Was this with or without the use of the AIN Tool
14 Kit?

15 A. If I said that that was an ALEC, that was wrong.
16 There is a company here in Florida that did create a service
17 using BellSouth's service creation tools. I don't believe
18 that was an ALEC though. But yes, it did use BellSouth's
19 tool kit to create that service with. The name of that
20 company is in one of the late-filed deposition exhibits.

21 Q. If an ALEC doesn't have the ability to create the
22 service using the AIN Tool Kit, are they able to resell that
23 AIN service?

24 A. Well, certainly, yes. In the same manner, using
25 that personal computer analogy, you might create a program.

1 I might arrange a license agreement with you to sell that
2 program even though I had nothing to do with the creation of
3 the program that you wrote. So again, an ALEC might choose
4 to use BellSouth's service creation tools, it might have its
5 own service creation tools, or somebody else's, to create
6 the program from. It may forgo all of those and just decide
7 to resell services that others create and run on BellSouth's
8 platform.

9 Q. I'll go ahead and ask you the question, but if I
10 need to show you a copy of the Late-filed Deposition Exhibit
11 No. 17.

12 A. Okay.

13 Q. The request was -- or asked you to produce
14 independent companies requesting BellSouth not to release
15 customer information to ALECs and supporting documentation.

16 A. Yes.

17 Q. However, in your response, you gave us the
18 companies that had actually given you permission. I would
19 like to know if we could get a late-filed exhibit that would
20 update that information.

21 A. Yes. If we've not already taken that as a
22 late-filed exhibit. I thought that this came up yesterday
23 during Mr. Scheye's.

24 Q. That was a slightly different question, and I have
25 spoken with your attorney about that.

1 MS. WHITE: Yes, we have added it to what will be
2 Late-filed Exhibit 30, which -- so everybody is on the
3 same page -- will state which ILECs, which incumbent
4 local exchange companies, do not allow their subscriber
5 information to be made available to BellSouth for
6 BellSouth to use. And the second part will be which
7 incumbent local exchange companies do not allow
8 BellSouth to give out their subscriber information to
9 ALECs to use. So it's a two-parter.

10 MS. BARONE: Yes, and we would like that included
11 in -- I believe that's Late-filed Exhibit No. 30, if
12 that's agreeable with the Madam Chairman.

13 CHAIRMAN JOHNSON: Certainly. So we don't need a
14 separate late-filed?

15 MS. BARONE: No, ma'am.

16 CHAIRMAN JOHNSON: It will be included.

17 MR. MELSON: Chairman Johnson, if I might inquire,
18 to the extent that an independent company does not
19 allow the information to be provided to an ALEC -- I
20 guess it's a question for Staff -- would that
21 late-filed exhibit include whatever contract or
22 agreement it is that prohibits that access?

23 MS. BARONE: Yes. In fact the interrogatory asks
24 for documentation.

25 MR. MELSON: Thank you.

1 CHAIRMAN JOHNSON: Okay.

2 Q. (By Ms. Barone) Mr. Milner, in your Late-filed
3 Deposition No. 6, which was Bill For Each UNE Commission has
4 Deemed Technically Feasible, there was not a bill for
5 directory assistance usage. Have you produced a bill for
6 directory assistance usage?

7 A. I don't know. First of all, I'm not sure that
8 access to data -- that access to directory assistance -- I
9 don't believe we would classify that as an unbundled network
10 element, but a style of interconnection. So we may have
11 taken a more narrow view of unbundled network element in our
12 response than perhaps you have.

13 But as far as directory assistance usage, I don't
14 know if we've produced such a bill or not. I can say that
15 for the ALECs that have -- that access our directory
16 assistance database, that yes, we have produced bills for
17 that.

18 Q. Could we get a copy of that bill as a late-filed
19 exhibit?

20 Yes. And if I could have Mr. Milner repeat what
21 he just said he could provide me, that would be great.

22 A. I may have it here because in the -- in the -- in
23 our binders of information, our live activity -- for
24 example, let's see, for access to the database itself in our
25 86 binders, we show the amount of billed revenue from

1 January of this year through May of this year as being
2 roughly \$1.7 million. That's for BellSouth. And about
3 roughly 89,000 in Florida.

4 So as far as producing a bill, I don't think we
5 gave an itemized bill, but I do have the -- I do have
6 revenue amounts that have been -- that have been booked for
7 those kinds of services within the 86 binders.

8 Q. I'm going to ask you a couple more questions and
9 we'll consider whether we need a late-filed exhibit.

10 Mr. Hamman, of AT&T, stated on Page 101 of his
11 deposition at Lines 3 through 22 that he needs certain call
12 usage details, such as if the end user used or dialed 411 or
13 511, the date and time of the call, et cetera, in order to
14 have non-discriminatory access to directory assistance
15 services. Would you tell us what items are included on the
16 billing provided to the CLECs?

17 A. Well, first of all, I think Mr. Hamman has mixed
18 two different -- two different topics. When he talks about
19 access to BellSouth's directory assistance, I would presume
20 by that that at least in one instance he meant if AT&T had a
21 switch that they wanted to connect either to BellSouth's
22 directory assistance operators, or, if they had their own
23 operators, would want to use BellSouth's directory
24 assistance database.

25 So when you -- when I generally talk about access

1 to directory services, that's at least in that category. It
2 may be that in the context he's made his statement, that
3 he's referring to the resale environment where AT&T resells
4 retail service and that he needs directory assistance call
5 details in order to render a bill.

6 I'm not sure from what you said which of those two
7 environments he's specifically referring to.

8 Q. Would it be helpful to see his deposition
9 transcript?

10 A. I believe it might.

11 Q. I'll get that for you. Just a moment.

12 COMMISSIONER CLARK: While she's looking for that,
13 Mr. Milner -- I'm right here.

14 WITNESS MILNER: I'm sorry, yes.

15 COMMISSIONER CLARK: Would you look on Page 18 of
16 your rebuttal testimony? And you are commenting on a
17 problem MCI had with Southwestern Bell. And I guess I
18 did not understand it because it talks about delivering
19 local traffic, terminating local traffic.

20 Describe to me the phone call that this problem --
21 the type of phone call that this problem is concerned
22 with.

23 WITNESS MILNER: Okay, yes. The type phone call
24 that's involved here is where the local serving area
25 not only crosses a state boundary, as it did in this

1 case between Memphis and West Memphis, which is on the
2 far side of the state line in Indiana, I guess, but
3 also between two different companies. So even though
4 it's an interstate call, it's a local call, and West
5 Memphis in this instance is an exchange of Southwestern
6 Bell telephone. So it's a local --

7 COMMISSIONER CLARK: And you have the other
8 exchange?

9 WITNESS MILNER: Yes, that's correct.

10 COMMISSIONER CLARK: I see. Okay, thanks.

11 WITNESS MILNER: So in this instance there was not
12 an interconnection agreement between MCI and
13 Southwestern Bell. For Southwestern Bell to terminate
14 that call, that call would have gotten to West Memphis,
15 that is the Southwestern Bell exchange, through
16 BellSouth's tandem.

17 COMMISSIONER CLARK: And they insisted on having
18 an agreement before doing it?

19 WITNESS MILNER: Yes, that's correct. And we
20 honored what -- Southwestern's request that we not send
21 that traffic to them absent an interconnection
22 agreement. Once MCI and Southwestern had such an
23 agreement, we began sending that traffic that same
24 day.

25 COMMISSIONER CLARK: Okay.

1 WITNESS MILNER: I'm ready.

2 Q. (By Ms. Barone) That was Page 101.

3 A. Yes. After reading the page prior, or a couple
4 paragraphs on there, I believe that Mr. Hamman is referring
5 to the resale environment, not to the instance where they
6 had their own switch and just wanted to connect to
7 BellSouth's operators or our database.

8 Q. And if I could just -- just to clarify the
9 question for you so that we can narrow the scope. My
10 question is: For resold services, then, what billing detail
11 does BellSouth give to the ALEC?

12 A. I'm not sure. This has been -- this was discussed
13 earlier. I'm not sure if it was Mr. Scheye. I believe so.
14 When we talked about daily billing usage files, there's a
15 lot of different kinds of billing information that's
16 provided.

17 I would expect, although I don't know, that
18 directory assistance calls would be similarly encoded to the
19 magnetic tape and transferred, or provided to the ALEC via
20 the daily billing usage files. But apart from that, I don't
21 know.

22 Q. But you're not sure what detail BellSouth gives
23 the ALECs?

24 A. I just don't know, no.

25 Q. Can we get a copy of a bill that would be

1 representative of the usage detail that is provided to ALECs
2 as a late-filed exhibit, please?

3 A. Yes. It may also be -- I'm not sure, Mr. Stacey
4 may be able to address the contents of this daily billing
5 usage file. I'm not sure, but I think he may.

6 MS. BARONE: Madam Chairman, Staff would request
7 that Late-filed Exhibit 39 be identified at this time,
8 and the short title will be Copy of Bill to ALECs With
9 Specific Billing Detail.

10 CHAIRMAN JOHNSON: It's marked as Late-filed 39.

11 MS. BARONE: Thank you.

12 MS. WHITE: Can I clarify, please?

13 MS. BARONE: I would like the usage detail that is
14 provided.

15 MS. WHITE: For DA, for directory assistance?

16 MS. BARONE: Yes.

17 MS. WHITE: For one ALEC? And can we white out
18 the names so we don't have proprietary?

19 MS. BARONE: Yes, that will be fine.

20 WITNESS MILNER: May I ask a clarification also?
21 This may not be a bill in that it's details that
22 BellSouth would provide. In other words, it's not a
23 bill from BellSouth to the ALEC, but rather it's
24 providing sufficient information that the ALEC can bill
25 its own customers.

1 MS. BARONE: Then perhaps we need to rename that
2 to Bill Usage Detail Provided to ALECs?

3 (Late-filed Exhibit No. 39 identified.)

4 WITNESS MILNER: Yes, I think that's more
5 accurate.

6 CHAIRMAN JOHNSON: Bill Usage Detail Provided to
7 ALECs?

8 MS. BARONE: Yes, ma'am, for DA.

9 Q. (By Ms. Barone) I just have one last question.
10 How many CLECs are using selective routing for directory
11 assistance or operator services in Florida?

12 A. At present there are none, and I'm not aware of
13 any pending requests from any ALEC for selective routing in
14 Florida.

15 MS. BARONE: Thank you. That's all I have.

16 CHAIRMAN JOHNSON: Commissioners? Redirect?

17 COMMISSIONER CLARK: I have a question.

18 MR. CARVER: Mr. Milner --

19 CHAIRMAN JOHNSON: One second. Commissioner Clark
20 had a question.

21 COMMISSIONER CLARK: On Page 28 of your rebuttal
22 testimony, and it talks about branding.

23 WITNESS MILNER: Yes.

24 COMMISSIONER CLARK: I guess I'm not sure -- by
25 using selective routing, when that call comes over the

1 line, the operators that you're using know that it's
2 not a BellSouth call and that it should be -- they
3 shouldn't say BellSouth?

4 WITNESS MILNER: Yes, that's correct. Those calls
5 would come to the -- using the selective routing, those
6 calls would be placed on a different trunk group to our
7 directory assistance operators than for BellSouth
8 customers, and then the ALEC could either specify that
9 no brand be mentioned or their own brand.

10 COMMISSIONER CLARK: Okay.

11 CHAIRMAN JOHNSON: Redirect?

12 REDIRECT EXAMINATION

13 BY MR. CARVER:

14 Q. Mr. Milner, let me ask you first of all, during
15 the lunch break, did you have a chance to review your
16 deposition, and specifically the portion of your deposition
17 in which Mr. Hatch asked you about the UNE trial with AT&T
18 in Florida?

19 A. Yes, I did.

20 Q. And what did you find?

21 A. I found on the discussion of the UNE trial in
22 Florida between AT&T in Miami, his line of questions to
23 begin on Page 243 at Line 11 in the transcript, and his
24 question was: It is related to BellSouth and AT&T's UNE
25 test that's going on in Miami; you're aware of that?

1 And my answer was: "Only peripherally. I don't
2 know the details of that test." And then there's an change
3 that goes on for two or three more pages where he asks me
4 questions, and I say I don't know the details.

5 He asks me a specific question about -- about
6 directory assistance dialed calls, and about the 12
7 unbundled network elements. This is on Page 244, and my
8 answer at Line 18 was, "I don't know what would be expected
9 on a combination of 12 unbundled elements. Let me add to
10 what I said earlier. I've known since sometime in 1996
11 through the arbitration proceedings between BellSouth and
12 AT&T that AT&T considered there to be 12 unique, unbundled
13 network elements that composed local service."

14 Q. Based on your review of the deposition, did you
15 provide a substantive answer to anything during the
16 deposition that you were unable to answer today?

17 A. No, I did not.

18 Q. In response to a question by Mr. Wiggins -- and I
19 want to make sure I understand your testimony because I may
20 not have understood it. I believe that you said that an
21 unbundled element would be provided if technically feasible;
22 is that correct?

23 A. Yes.

24 Q. Did the SGAT revision filed recently as a result
25 of the 8th Circuit ruling have an effect on the technically

1 feasible portion of that issue?

2 A. Yes, I believe it did.

3 Q. Could you explain that, please?

4 A. The definition was to -- and I'll give you in my
5 lay terms -- that it meant that things were not only
6 conceivably possible, but could be put into practice,
7 basically given what was available today and what was
8 planned, versus a broader definition that might have been
9 used in the past.

10 Q. So was the answer that you gave consistent with
11 the revision based on the 8th Circuit ruling?

12 A. I believe it is, yes.

13 Q. Thank you. Mr. Milner, are you generally familiar
14 with the way that end-to-end tests are performed?

15 A. Yes.

16 Q. Is it unusual for an end-to-end test to reveal a
17 particular problem?

18 A. It's not unusual at all. In fact, I would be
19 surprised -- if all the end-to-end tests were conducted and
20 no problems were identified, I would probably question why
21 that test was done.

22 The end-to-end test is -- could be sort of a start
23 and stop sort of arrangement. That is, the test is begun,
24 if something unexpected or erroneous occurs, then the source
25 of that problem is identified, rectified, the test is

1 restarted to see if the result clears that one obstacle, and
2 if any of the others -- if any other problems are
3 identified. So it's very much a start/stop kind of
4 situation where if there's a problem, you figure out the
5 source of that problem, you put a fix in place, you redo the
6 test to see if it in fact fixed it. If not, then you work
7 some more to resolve that problem. So that's the nature of
8 end-to-end testing, and I would also comment that that's the
9 same style of end-to-end testing that BellSouth does for its
10 retail services.

11 Q. Let me ask you in the specific context of
12 offerings to ALECs, is an end-to-end test the only way that
13 BellSouth can determine if the offering works properly?

14 A. Not at all, end-to-end testing has its place. If
15 an ALEC has not yet ordered, say a given unbundled network
16 element, then end-to-end testing is useful in confirming
17 that BellSouth is -- stands ready to provide that, even
18 absent a request.

19 But equally compelling as evidence that we've met
20 the checklist, I believe, is all the live activity
21 information that's included in my testimony, as well as in
22 the 86 binders of the number of loops that have been
23 provided to ALECs, the number of switched ports, the
24 interconnection arrangements, the interconnection trunks and
25 things of that nature. So end-to-end testing has its place.

1 Equally compelling is the amount of unbundled network
2 elements or resold items that BellSouth has actually
3 provided.

4 Q. Mr. Milner, I'm going to move to a different area
5 now. In regard to the discount billing problems that you
6 discussed during your cross-examination generally, what is
7 BellSouth's position regarding refunds?

8 A. Well BellSouth's position is, as it has always
9 been, if there's a billing problem, then BellSouth will
10 refund that money, will credit it at the customer's
11 election.

12 Q. And finally, there were some questions that you
13 were asked, I think regarding the loop distribution
14 subelement.

15 A. Yes.

16 Q. And there are a couple of different things I want
17 to ask. First of all, I think that occurred in the context
18 of the cross examination by Mr. Hatch and a question by
19 Commissioner Clark. Then later Mr. Wiggins characterized
20 your testimony as saying that no ALEC has ordered a local
21 loop.

22 Now, was your testimony that no ALEC had ordered a
23 local loop or that no ALEC had ordered loop distribution?

24 A. I meant to say that no ALEC had ordered loop
25 distribution. I show numbers in my testimony of the

1 hundreds or thousands across BellSouth; that BellSouth has
2 provided loops that is.

3 So my answer -- I'm not sure exactly what I said,
4 but I meant to say that to date no ALEC has requested loop
5 distribution, but we've got thousands of loops in place.

6 Q. And during that discussion about loop
7 distribution, I believe that you answered Commissioner
8 Clark's question by saying that loop distribution was not
9 provided but that it is available. Could you please explain
10 the distinction that you're making between what's provided
11 and what's available?

12 A. Yes. And if I confused that, I'm sorry. By
13 "provided," I meant to say that an ALEC had ordered a given
14 element and BellSouth had fulfilled that order, that is has
15 actually provided. An ALEC asked for it, we gave it to them
16 and billed for it.

17 "Provided" in that -- in the context I meant to
18 use, was that they had actually made a firm order and we had
19 fulfilled that order.

20 "Making available," I think has a slightly
21 different connotation, and that is that BellSouth make these
22 things available whether or not an ALEC has actually made
23 such a firm request or placed an order.

24 MR. CARVER: Thank you, Mr. Milner. That's all I
25 have.

1 CHAIRMAN JOHNSON: Exhibits?

2 MR. CARVER: BellSouth moves No. 32.

3 CHAIRMAN JOHNSON: Show it admitted without
4 objection.

5 MS. BARONE: Staff moves 33.

6 CHAIRMAN JOHNSON: Show that moved without
7 objection.

8 MS. KAUFMAN: The Association would move Exhibit
9 34.

10 MR. CARVER: I object to 34.

11 CHAIRMAN JOHNSON: Okay on what grounds?

12 MR. CARVER: Thirty-four are excerpts from the
13 Ameritech order. The Ameritech order has already been
14 noticed. I object to this particular exhibit for two
15 reasons: First of all, an order is not evidence. So
16 while noticing the entire order is certainly
17 appropriate, having excerpts of the order entered into
18 evidence is not appropriate.

19 My second grounds for objection is that it's only
20 excerpts. In some instances we have actually sentence
21 fragments here, and I think the best indication of what
22 that order means is the entire order. And again, since
23 the entire order has been noticed, this exhibit would
24 really provide -- well, it's just inappropriate.

25 CHAIRMAN JOHNSON: Ms. Kaufman.

1 MS. KAUFMAN: Chairman Johnson, the purpose of the
2 exhibit was to excerpt parts that dealt with my
3 particular questioning of Mr. Milner. I think that it
4 just attempts to focus the examination. I think it's
5 correct that the entire order has already been noticed,
6 but it's some 200 pages long. I don't think that there
7 is any harm in admitting it into evidence, and I would
8 request that you do so.

9 CHAIRMAN JOHNSON: I'm going to admit the document
10 into evidence. Certainly we do have the full text in
11 evidence, and I believe that to the extent that there
12 would have been any confusion, it can always be
13 connected up by looking at the full document, and that
14 it was used in the proper context, and the witness was
15 given an opportunity to review the full document. And
16 in the course of y'all's briefing and any other use of
17 the documents, the full text is available. It will be
18 admitted.

19 Any other ones?

20 MR. MELSON: MCI moves 36 and 37.

21 CHAIRMAN JOHNSON: Admitted without objection.

22 (Exhibit Nos. 32, 33, 34, 36 and 37 received into
23 evidence.)

24 MS. WILSON: Madam Chairman, with respect to
25 Late-filed 35, we had not yet received a date by which

1 that information would be available.

2 MS. WHITE: As soon as humanly possible. I think
3 we'd try to shoot for -- I know we've already started
4 on it. The one that had been added at lunchtime I
5 called in. I'll have to just check. Hopefully by
6 tomorrow.

7 MS. WILSON: I would just like to reserve the
8 ability to move it once I see the information.

9 MS. WHITE: Oh sure.

10 CHAIRMAN JOHNSON: Thirty-five? I'm sorry --

11 MS. WILSON: Correct, Late-filed 35.

12 CHAIRMAN JOHNSON: It is not being moved?

13 MS. WILSON: Correct.

14 CHAIRMAN JOHNSON: So we have Late-filed 29, 30,
15 31, 35, 38 and 39?

16 MS. BARONE: Yes, Madam Chairman, and I would also
17 like to ask BellSouth when they believe they can supply
18 Late-filed 38 and 39, because I would like to move
19 those into the record once we receive those as well.

20 MS. WHITE: I would say by tomorrow.

21 MS. BARONE: Thank you.

22 CHAIRMAN JOHNSON: Thank you, Ms. White.

23 Anything else for this witness?

24 MR. CARVER: I would just like to inquire whether
25 Mr. Milner may be excused or whether he's one of the

1 witnesses who might be recalled?

2 CHAIRMAN JOHNSON: I believe he can be excused.
3 Staff did you have reason to recall?

4 MS. BARONE: BellSouth had indicated to me that
5 they would have their witnesses available pending the
6 outcome of your ruling on the motion regarding the
7 SGAT. So I'm not sure that he can be excused at this
8 time.

9 MR. CARVER: And I was actually just wondering if
10 any of the parties would plan to ask questions of him
11 or if they could direct them to someone else so that
12 Mr. Milner could be excused?

13 CHAIRMAN JOHNSON: Any comments, including Staff?
14 Do you have questions directly for Milner, or can they
15 be handled by another witness?

16 MR. MELSON: I can't imagine that -- given the way
17 our cross-examination has gone, we've asked everything,
18 and the ruling on the SGAT is not going to require us
19 to ask anymore questions of any witness.

20 CHAIRMAN JOHNSON: Okay, Mr. Hatch?

21 MR. HATCH: We have no objection.

22 MR. WIGGINS: No objection.

23 CHAIRMAN JOHNSON: No one else have any
24 objection? Staff?

25 MS. BARONE: No objection.

1 CHAIRMAN JOHNSON: Then Mr. Milner, you can be
2 excused.

3 WITNESS MILNER: Thank you.

4 CHAIRMAN JOHNSON: Do we still need to take a
5 break to set up the video?

6 MS. WHITE: May I ask something? I guess I just
7 wanted to make sure. I know that Mr. Canis, who is the
8 attorney for Intermedia who crossed Mr. Scheye
9 yesterday, lucky dog is trying to get out of here. He
10 indicated he would be prepared to go forward with any
11 cross he had on the August 15th, 1997 report that we
12 gave out this morning.

13 If y'all want to put Mr. Scheye on now, just for
14 Mr. Canis, and then he can come back for whoever else
15 wants to wait for the attachments to the August 15th
16 report, we can do that, or we can go to Ms. -- now, or
17 we can go to Ms. Calhoun. It's up to you. I was
18 trying to accommodate him.

19 CHAIRMAN JOHNSON: I'm sorry, I missed the first
20 part of that. Who will not be here?

21 MS. WHITE: Mr. Canis.

22 CHAIRMAN JOHNSON: Mr. Canis will not be present?
23 And you need to ask your questions today, or is
24 Mr. Wiggins?

25 MR. WIGGINS: If it works with the Commission's

1 schedule, we would like to give Mr. Canis the
2 opportunity to do his cross now. If it's an
3 inconvenience, we can wait.

4 CHAIRMAN JOHNSON: Are you prepared to finish up
5 today, or do you expect another round when you get the
6 other documents?

7 MR. WIGGINS: No, when Mr. Canis finishes his
8 cross, he's through with Mr. Scheye.

9 CHAIRMAN JOHNSON: I think we can then take it out
10 of time to help accommodate that. I was just
11 concerned, because I think, Mr. Wiggins, you were the
12 ones that brought up the fact that you didn't have all
13 of the documents.

14 MR. WIGGINS: I was stalling.

15 MR. MELSON: And Commissioner Johnson, MCI has
16 prepared its additional cross of Mr. Scheye on this.
17 We're not going to need to wait for the attachments,
18 we've determined. So maybe we can get Mr. Scheye on
19 and off and let everybody finish with him.

20 MS. KAUFMAN: Chairman Johnson, I think that would
21 be nice, but some of us are waiting for some of the
22 late-filed exhibits of Mr. Scheye --

23 CHAIRMAN JOHNSON: We'll just do this gentleman
24 then, because of his scheduling conflict, and then
25 we'll come back.

1 MS. WHITE: Why don't we do it this way. We can
2 do Mr. Canis's cross of Mr. Scheye today and
3 Mr. Melson, and then anything else that Mr. Scheye
4 would have we could bring him back on Friday.

5 CHAIRMAN JOHNSON: No. We're going to just --
6 we're going to go to -- because I would like to be able
7 to have her presentation at least, and I understand it
8 may be quite long.

9 MS. WHITE: Well, it's going to be about an hour
10 and she's going to need about 30 minutes to set up.

11 CHAIRMAN JOHNSON: Yeah, we're just going to
12 finish up him then.

13 MS. WHITE: So we're going to have to take a break
14 for about 30 minutes in order for her to set up.

15 CHAIRMAN JOHNSON: And we're probably going to--
16 just for the record -- we're going to end probably
17 early today. We don't stay until 7, I don't think,
18 tonight.

19 Mr. Scheye?

20 MR. CARVER: Chairman Johnson, may I raise one
21 other very brief housekeeping matter? BellSouth
22 provided a supplement to a discovery request today, and
23 I believe Staff wants to integrate this into an exhibit
24 that's already been identified. So I would just like
25 to state on the record that we have provided this so

1 that they can go ahead and add it to that exhibit.

2 It's a supplement to Staff's Second Set of
3 Interrogatories, Item No. 31, dated May 15, 1997. We
4 did file that today and we have provided copies to all
5 the parties.

6 MS. BARONE: Yes, Madam Chairman, and I would like
7 to incorporate that into Exhibit No. 6. That's already
8 been identified.

9 CHAIRMAN JOHNSON: Okay, and what was that
10 supplement again? I didn't --

11 MR. CARVER: This was the supplement to Staff's
12 Second Set of Interrogatories, Item No. 31.

13 CHAIRMAN JOHNSON: Okay, it's noted for the
14 record.

15 (Transcript continues in sequence in Volume 9.)
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