

ORIGINAL

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF W. KEITH MILNER
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET No. 980119-TP
5 April 1, 1998

7 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8 BELLSOUTH TELECOMMUNICATIONS, INC.

10 A. My name is W. Keith Milner. My business address is 675 West
11 Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -
12 Interconnection Services for BellSouth Telecommunications, Inc.
13 ("BellSouth" or "the Company"). I have served in my present role since
14 February, 1996 and have been involved with the management of certain
15 issues related to local interconnection, resale and unbundling.

17 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

19 A. My business career spans over 27 years and includes responsibilities in
20 the areas of network planning, engineering, training, administration and
21 operations. I have held positions of responsibility with a local exchange
22 telephone company, a long distance company and a research and
23 development laboratory. I have extensive experience in all phases of
24 telecommunications network planning, deployment and operation
25 (including research and development) in both the domestic and

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1 international arenas.

2
3 I graduated from Fayetteville Technical Institute in Fayetteville, North
4 Carolina in 1970 with an Associate of Applied Science in Business
5 Administration degree. I also graduated from Georgia State University in
6 1992 with a Master of Business Administration degree.

7
8 Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE ANY STATE PUBLIC
9 SERVICE COMMISSION; AND IF SO, BRIEFLY DESCRIBE THE
10 SUBJECT OF YOUR TESTIMONY.

11
12 A. I testified before the state Public Service Commissions in Alabama,
13 Florida, Georgia, Kentucky, Louisiana, Mississippi and South Carolina,
14 the Tennessee Regulatory Authority and the Utilities Commission in North
15 Carolina on the issues of technical capabilities of the switching and
16 facilities network regarding the introduction of new service offerings,
17 expanded calling areas, unbundling and network interconnection.

18
19 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
20 TODAY?

21
22 A. I will present data and recommendations regarding Supra's alleged
23 "anticompetitive actions" by BellSouth as described in the complaint of
24 Supra Telecommunications and Information Systems, Inc. ("Supra")
25 against BellSouth. Specifically, I will address Issue 1 in this docket.

1 Q. WHAT IS BELLSOUTH'S BASIC POSITION REGARDING THE
2 COMPLAINTS BY SUPRA THAT BELLSOUTH HAS NOT PROVIDED
3 SERVICE TO SUPRA IN ACCORDANCE WITH APPLICABLE STATE
4 AND FEDERAL LAWS, RULES, AND REGULATIONS?
5

6 A. Because the overall purpose of the 1996 Act is to open
7 telecommunications markets to competition, end user access facilities,
8 such as unbundled loops, are available as a result of the obligations
9 imposed upon BellSouth under Sections 251 and 252(d) and as a result
10 of this Commission's orders in the arbitration proceedings between
11 BellSouth and certain Alternative Local Exchange Carriers (ALECs).
12 BellSouth has worked in good faith to fulfill its obligations. The vast
13 majority of issues raised by Supra are completely without merit or are
14 problems that were encountered early on and that have long since been
15 resolved by BellSouth. To put these incidents into what I believe to be
16 the proper perspective, I note first that Supra has come forward with few if
17 any details of the problems Supra alleges BellSouth caused. I would
18 expect that, at a minimum, Supra would provide dates and times of the
19 alleged incidents accompanied by either the name of the end user
20 customer allegedly harmed or a Purchase Order Number (PON) or trouble
21 ticket number which could be used by BellSouth to initiate a meaningful
22 analysis of the details and facts. Supra has provided no such facts.
23

24 BellSouth stands ready to provide all of the items in its interconnection
25 agreement with Supra. BellSouth admits its part to certain isolated "start-

1 up" problems and has taken appropriate action not only to resolve the
2 individual cases, but also to correct any underlying procedural problems.
3 Just as was the situation I observed following Divestiture, existing
4 methods were adapted and improved plus new arrangements were
5 developed and perfected, through the cooperative problem solving of the
6 parties. That is the process at work in this new environment of local
7 competition. BellSouth is fully committed to the continued, cooperative
8 efforts that have to date resulted in significant progress and which have
9 enabled meaningful local competition.

10
11 **Issue 1: Has BellSouth failed to properly implement the following**
12 **provision of its Interconnection, Collocation and Resale agreements**
13 **with Supra such that Supra is able to provide local exchange service**
14 **on parity with that which BellSouth provides:**

- 15 **A. Billing requirements**
- 16 **B. Telephone number access**
- 17 **C. Provision of dial tone**
- 18 **D. Electronic access to Operations Support Systems (OSS)**
19 **and OSS interfaces (Ordering and provisioning,**
20 **Installation, maintenance and repair)**
- 21 **E. Notification requirements**
- 22 **F. Timeliness of installation, repair and maintenance**

23
24 **A. Billing requirements**

25 Q. WHAT IS BELL SOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT

1 THE BILLING INFORMATION THAT BELLSOUTH SENDS TO SUPRA
2 DOES NOT CONTAIN THE COMPLETE BILLING ADDRESS OF THE
3 END USER CUSTOMER?
4

5 A. BellSouth denies Supra's allegation. Bellsouth provides ALECs electronic
6 access to a customer's billing address. The customer's complete billing
7 address is a part of the Customer Service Record (CSR), to which
8 BellSouth provides electronic access via LENS, if the ALEC has that
9 customer's permission to view their CSR.
10

11 **B. Telephone number access**

12 Q. WHAT IS YOUR RESPONSE TO SUPRA'S ALLEGATIONS THAT
13 BELLSOUTH FAILED TO PROVIDE SUPRA WITH ACCESS TO
14 TELEPHONE NUMBERS AT PARITY WITH WHAT BELLSOUTH
15 PROVIDES TO ITSELF?
16

17 A. BellSouth denies Supra's allegations. Despite Supra's claims to the
18 contrary, BellSouth provides Supra and other ALECs access to telephone
19 numbers available at parity with itself. This is because BellSouth
20 provides ALECs electronic access to telephone number availability via
21 LENS, in the Select Telephone Number section of LENS. LENS accesses
22 the same data base that BellSouth's retail representatives' system
23 accesses to provide telephone number availability to retail customers.
24
25

1 **C. Provision of dial tone**

2 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
3 BELLSOUTH'S ACTIONS CAUSED SUPRA'S ENTIRE OPERATION TO
4 EXPERIENCE A COMPLETE LOSS OF DIALTONE FOR A PERIOD OF
5 TWENTY-FOUR HOURS?

6
7 A. BellSouth can neither confirm nor deny Supra's allegation given the
8 vague generalizations made in Supra's complaint. To perform a
9 meaningful analysis, BellSouth would expect that, at a minimum, Supra
10 would provide details such as the date and time of the alleged incident,
11 the customer name or purchase order number, or a trouble ticket number
12 which would be given to Supra at the time it made a trouble report to
13 BellSouth. Supra's complaint contained none of this information. Further,
14 BellSouth cannot find any request from Supra for BellSouth to perform an
15 investigation or route cause analysis of such an incident.

16
17 **D. Electronic access to Operations Support Systems (OSS) and OSS**
18 **interfaces (Ordering and provisioning, Installation, maintenance and repair)**

19 Q. WHAT IS YOUR RESPONSE TO SUPRA'S ALLEGATIONS THAT
20 BELLSOUTH FAILED TO PROVIDE SUPRA WITH ACCESS TO
21 BELLSOUTH'S OPERATIONS SUPPORT SYSTEMS?

22
23 A. BellSouth denies Supra's allegations. BellSouth has indeed provided
24 Supra access to BellSouth's Operations Support Systems. Supra has in
25 fact, sent 49 Local Service Requests (LSRs) into BellSouth via the Local

1 Exchange Navigation System (LENS) and one (1) LSR via Electronic
2 Data Interchange (EDI) in January 1998 alone. In December 1997,
3 November 1997, October 1997 and September 1997, Supra sent 62, 49,
4 155, and 223 LSRs respectively to BellSouth via LENS. In August, 1997,
5 Supra sent BellSouth 1,508 LSRs via LENS; all of this indicates a
6 significant use of LENS by Supra.

7
8 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
9 BELLSOUTH HAS NOT PROVIDED SUPRA WITH AN ADEQUATE
10 ELECTRONIC INTERFACE TO BELLSOUTH'S OPERATIONS
11 SUPPORT SYSTEMS THAT WOULD PERMIT SUPRA TO MONITOR
12 PRE-ORDERING, ORDERING AND PROVISIONING ACTIVITIES FOR
13 SUPRA'S CUSTOMERS?

14
15 A. BellSouth denies Supra's allegations. BellSouth provided Supra an
16 adequate electronic interface for pre-ordering, ordering and provisioning
17 functions. As indicated earlier, Supra is a heavy user of LENS for
18 electronic pre-ordering and ordering. Supra sent BellSouth 2,046 LSRs
19 via LENS from August, 1997 through January, 1998, indicating a heavy
20 use of LENS for electronic ordering. LENS also provides electronic
21 provisioning information to ALECs including Supra in the "View LSR IN
22 ERROR" screens, and in the "View FOC/CN" function, which returns
23 electronic Firm Order Confirmations (FOCs) and Completion Notices
24 (Cns).

25

1 **E. Notification requirements**

2 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
3 BELLSOUTH HAS NOT PROPERLY NOTIFIED SUPRA OF CHANGES
4 TO BELLSOUTH'S OPERATIONS SUPPORT SYSTEMS USED BY
5 ALECs?

6
7 A. BellSouth denies Supra's allegation. BellSouth has never changed an
8 ALEC's password to LENS without notifying that ALEC. Of all the ALECs
9 that use LENS, BellSouth had to change a LENS password for only one
10 ALEC. That one ALEC is Supra and BellSouth has had to disconnect
11 Supra's access to LENS twice. BellSouth notified Supra in advance both
12 times. BellSouth changed Supra's LENS password twice due to Supra's
13 slamming activities and Supra's non-payment of its bill to BellSouth.

14
15 Q. HOW DOES BELLSOUTH NOTIFY ALECs OF UPCOMING CHANGES
16 TO LENS AND EDI?

17
18 A. Approximately one month in advance of a release of new features for
19 LENS and/or EDI, BellSouth sends the ALECs written notification of those
20 changes, which also contains a brief explanation of those upcoming
21 changes.

22
23 **F. Timeliness of installation, repair and maintenance**

24 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT
25 SUPRA'S CUSTOMERS HAVE HAD TO WAIT UP TO FOUR WEEKS TO

1 HAVE PHONE SERVICE HOOKED UP OR THAT WHEN A SUPRA
2 CUSTOMER COMPLAINS, BELLSOUTH MAY TAKE AS LONG AS
3 TWENTY-FOUR (24) HOURS TO FIX THE TROUBLE?
4

5 A. BellSouth denies Supra's allegation. BellSouth has performed an
6 analysis of its performance to Supra for the months of November 1997,
7 December 1997 and January 1998. That analysis reveals that BellSouth
8 met 91.6% of its provisioning appointments for Supra compared to 99.2%
9 for similar provisioning appointments for BellSouth's retail customers.
10 During that same time, BellSouth restored service to Supra's customers in
11 12.14 hours on average compared to 17.95 hours on average to
12 BellSouth's retail customers. Thus, BellSouth's performance to Supra on
13 provisioning activities was slightly worse than to BellSouth's retail
14 customers. BellSouth's maintenance and repair performance to Supra's
15 customers was significantly better than to BellSouth's retail customers. In
16 conclusion, BellSouth believes it provides Supra timely provisioning,
17 maintenance and repair, at parity with that which BellSouth provides to its
18 own retail customers. This conclusion is evidenced by the fact that, while
19 BellSouth's provisioning performance for Supra was slightly worse than
20 BellSouth's provisioning performance for BellSouth's retail customers,
21 BellSouth's maintenance and repair performance for Supra was slightly
22 better than BellSouth's maintenance and repair performance for
23 BellSouth's retail customers.
24

25 Q. WHAT IS BELLSOUTH'S RESPONSE TO SUPRA'S ALLEGATION THAT

1 BELL SOUTH HAS CAUSED SUPRA PROBLEMS IN BELL SOUTH'S
2 HANDLING OF SUPRA'S REQUESTS FOR DS-1 AND DS-3
3 FACILITIES?

4
5 A. BellSouth can neither confirm nor deny Supra's allegation given the
6 vague generalizations made in Supra's complaint. To perform a
7 meaningful analysis, BellSouth would expect that, at a minimum, Supra
8 would provide details such as the date and time of the alleged incident,
9 the customer name or purchase order number, or a trouble ticket number
10 which would be given to Supra at the time it made a trouble report to
11 BellSouth. Supra's complaint contained none of this information. Further,
12 BellSouth cannot find any request from Supra for BellSouth to perform an
13 investigation or root cause analysis of such an incident. To date, Supra
14 has not ordered any DS-3 facilities from BellSouth even though BellSouth
15 has provided training to Supra's personnel for the ordering of DS-3
16 facilities and other services.

17
18 Q. WHAT ARE DS-1 AND DS-3 FACILITIES?

19
20 A. DS-1 and DS-3 facilities are digital transmission facilities capable of
21 carrying many simultaneous calls over a given transmission path. In the
22 case of the DS-1, twenty four (24) simultaneous calls may be carried. In
23 the case of the DS-3, 672 simultaneous calls may be carried.

24
25 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

1

2 A. Yes.