

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF W. KEITH MILNER
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET No. 980119-TP

5 April 15, 1998
6

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

9
10 A. My name is W. Keith Milner. My business address is 675 West Peachtree
11 Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection
12 Services for BellSouth Telecommunications, Inc. ("BellSouth" or "the
13 Company"). I have served in my present role since February 1996 and
14 have been involved with the management of certain issues related to local
15 interconnection, resale and unbundling.
16

17 Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT
18 TESTIMONY IN THIS PROCEEDING?

19
20 A. Yes.
21

22 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
23 TODAY?

24
25 A. I will provide rebuttal testimony to the direct testimony of Supra

1 Telecommunications and Information Systems, Inc. ("Supra") witnesses
2 John Reinke, Bradford Hamilton and the amended direct testimony of
3 Supra's witness Olukayode A. Ramos.
4

5 **Rebuttal of Mr. Reinke's Testimony**
6

7 Q. ON PAGE 2 OF HIS TESTIMONY, MR. REINKE ASSERTS THAT
8 BELLSOUTH HAS, ON SEVERAL OCCASIONS, FAILED TO PROVIDE
9 DIAL TONE TO SUPRA. IS MR. REINKE REFERRING TO
10 BELLSOUTH'S PROVISION OF SERVICE TO SUPRA'S END USER
11 CUSTOMERS OR TO SUPRA FOR USE BY SUPRA?
12

13 A. Apparently Mr. Reinke refers to service provided by BellSouth to Supra for
14 use by Supra rather than by any end user customer of Supra.
15

16 Q. MR. REINKE ASSERTS THAT BELLSOUTH DISCONNECTED SUPRA'S
17 SERVICE ON OCTOBER 31, 1997 AND AGAIN ON NOVEMBER 16,
18 1997. PLEASE COMMENT.
19

20 A. BellSouth admits that BellSouth's actions disconnected Supra's service in
21 error on October 31, 1997, and that service was restored on November 3,
22 1997. The source of the problem was human error by the BellSouth
23 service representative who did not properly coordinate the order for
24 connection of service at Supra's new location with disconnection of
25 service at Supra's old location.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

On November 13, 1997, Supra reported trouble on its lines. BellSouth tested Supra's lines and found no trouble. BellSouth's investigation into Supra's complaint revealed that a trouble condition in BellSouth's central office on November 14, 1997, was cleared to the trouble code "central office common equipment". Common equipment serves many, and in some cases all, the customers of a given central office, so it is possible, but inconclusive, that the trouble found on November 14, 1997, may have contributed to trouble on Supra's lines. I also note, however, that this trouble condition is not an interconnection problem but instead was limited to Supra's own telephone service and did not affect the service of any Supra end user customer.

BellSouth has no knowledge of any problem experienced by Supra on November 16, 1997. If a problem was experienced by Supra on that date, Supra apparently did not report that trouble to BellSouth.

Q. MR. REINKE ASSERTS IN HIS DIRECT TESTIMONY ON PAGE 2 THAT THERE HAVE BEEN SEVERAL OCCASIONS WHERE BELLSOUTH DISCONNECTED SUPRA'S SERVICE. OTHER THAN THE TWO INCIDENTS MR. REINKE ASSERTS OCCURRED ON OCTOBER 31, 1997 AND NOVEMBER 16, 1997, WHICH ARE DISCUSSED ABOVE, IS BELLSOUTH AWARE OF ANY OTHER SERVICE DISCONNECTIONS OF SUPRA'S SERVICE CAUSED BY BELLSOUTH?

1 A. No. The only trouble reports from Supra that BellSouth received are
2 those I discussed earlier.

3
4 Q. ON PAGE 4 OF HIS DIRECT TESTIMONY, MR. REINKE ASSERTS
5 THAT BELLSOUTH HAS REFUSED TO PERMIT SUPRA TO
6 ELECTRONICALLY INTERFACE WITH BELLSOUTH'S OPERATIONS
7 SUPPORT SYSTEMS (OSS) AND THAT BELLSOUTH DEMANDS THAT
8 SUPRA SEND ITS ORDERS TO BELLSOUTH VIA FACSIMILE. IS HE
9 CORRECT?

10
11 A. No. Mr. Reinke's testimony is best refuted by Supra's own witness, Mr.
12 Hamilton, whose direct testimony in this proceeding discusses his
13 attending BellSouth sponsored training on BellSouth's Local Exchange
14 Navigation System (LENS). LENS is one of the electronic interfaces
15 which BellSouth makes available to Supra and other Alternative Local
16 Exchange Companies (ALECs).

17
18 Q. ON PAGE 4 OF HIS DIRECT TESTIMONY, MR. REINKE DISCUSSES
19 BELLSOUTH'S HANDLING OF AN ORDER FOR CERTAIN HIGH
20 CAPACITY FACILITIES REFERRED TO AS DS1 AND DS3 LINES.
21 PLEASE COMMENT.

22
23 A. BellSouth admits that on October 31, 1997, it received a facsimile from
24 Philppos Chari of Supra regarding Supra's orders for DS1 and DS3
25 circuits. BellSouth's Sidney Laterrade could not find the orders Mr.

1 Phillipos referred to and asked Supra to fax the orders again which Supra
2 did on October 13, 1997. Because of missing and incomplete information,
3 BellSouth attempted over the weeks following October 13, 1997, to
4 attempt to clarify what Supra wanted. The orders were again returned to
5 Supra on December 8, 1997, because of incomplete and inaccurate
6 information. BellSouth suggested to Supra at that time, that Supra could
7 contact its BellSouth account team for help with completion and correction
8 of the orders. These circuits were never installed for Supra, not because
9 BellSouth was unwilling or unable to provide them, but rather that Supra
10 apparently changed its mind later and decided to cancel the orders.
11 BellSouth's understanding is that Supra was ordering these circuits for
12 Internet services it wished to provide but that Supra had not yet provided
13 its equipment that would be attached to the DS1 and DS3 facilities. I
14 would note also that BellSouth has provided literally thousands of DS1
15 and DS3 circuits to telecommunications service providers without incident
16 for many years. Further, BellSouth's methods and procedures for
17 providing such facilities are well documented and are executed on a
18 "business as usual" basis daily.

19
20 **Rebuttal of Mr. Hamilton's direct testimony**

21
22 Q. ON PAGE 2 OF HIS DIRECT TESTIMONY, MR. HAMILTON STATES
23 ". . .WHEN A SUPRA CUSTOMER DIALS 611 FOR REPAIR, HE IS
24 CONNECTED TO BELLSOUTH'S REPAIR OFFICE. THIS IS NOT HOW
25 SUPRA UNDERSTOOD THE REPAIR PROCESS TO WORK UNDER

1 THE RESALE AGREEMENT. THE FIRST POINT OF CALL FOR SUPRA
2 CUSTOMERS WITH REPAIR PROBLEMS IS SUPPOSED TO BE
3 SUPRA." PLEASE COMMENT.
4

5 A. First of all, BellSouth complies with the requirements of the
6 interconnection agreement between BellSouth and Supra as it relates to
7 handling repair problems for Supra's end user customers. Section V.A of
8 the interconnection agreement states: "Reseller will adopt and adhere to
9 the standards contained in the applicable BellSouth Work Center Interface
10 Agreement regarding maintenance and installation of service." The Work
11 Center Interface Agreement requires (among other things) that Supra
12 establish and maintain a point of contact for Supra's end user customers
13 for the purpose of the end user customers' reporting trouble conditions.
14 Mr. Hamilton apparently does not understand the processes Supra's
15 customers should use to report trouble conditions. Mr. Hamilton wishes
16 for calls from Supra's end user customers who dial 611 to reach some
17 repair bureau other than BellSouth's, though Mr. Hamilton does not state
18 to whose repair (Supra's or some third party's repair bureau) he would like
19 those calls delivered. Interestingly, Mr. Hamilton does not disagree that
20 611 calls should be delivered to BellSouth's repair bureau, instead he only
21 notes Supra's lack of understanding. However, as I will show below,
22 BellSouth is (and has been) properly routing calls from Supra's end user
23 customers who dial 611 to BellSouth's repair bureau.
24
25

1 Q. HOW MIGHT CALLS FROM SUPRA'S END USER CUSTOMERS
2 REACH SUPRA TO REPORT TROUBLE CONDITIONS?

3

4 A. There are at least two ways. First, Supra could inform its customers to
5 dial some number other than 611 to report trouble conditions. Other
6 ALECs do this today. Supra's employees or agents could then answer
7 the calls coming from Supra's end user customers and handle the calls in
8 any fashion Supra chooses.

9

10 The second way would be for Supra to request BellSouth to provide Supra
11 with selective routing such that Supra's end users could dial 611 and
12 reach the repair bureau of Supra's choosing.

13

14 Q. WHAT IS SELECTIVE ROUTING?

15

16 A. Simply put, selective routing is additional switching functionality that
17 provides information to the switch during call processing regarding whose
18 end user customer (in this case, BellSouth's or Supra's) is placing a call to
19 611 and then determines the appropriate routing for that call based on
20 that information.

21

22 Q. WAS NOT THE ISSUE OF SELECTIVE ROUTING PREVIOUSLY
23 ADDRESSED BY THIS COMMISSION DURING ARBITRATION
24 PROCEEDINGS BETWEEN BELL SOUTH AND CERTAIN ALECS?

25

1 A. Yes, in Dockets 960846-TP and 960833-TP. The outcome of those
2 proceedings was that when an ALEC resells BellSouth's local exchange
3 service, or purchases unbundled local switching, it is technically feasible
4 to route 0+ and 0- calls to an operator other than BellSouth's, to route 411
5 and 555-1212 directory assistance calls to an operator other than
6 BellSouth's, or to route 611 repair calls to a repair center other than
7 BellSouth's. BellSouth is required to provide selective routing, using the
8 Line Class Code method, on a first-come, first-served basis. Unless an
9 ALEC has requested and has been provided with the selective routing
10 functionality, if the ALEC's end user customers dial 611, they will reach
11 BellSouth's repair bureau. Thus, BellSouth is properly routing calls from
12 Supra's end user customers who dial 611. As I will discuss later in my
13 testimony, if Supra's end user customers dial 611 and reach BellSouth's
14 repair bureau, the customers are informed that they should contact Supra
15 directly in order to report a trouble condition.

16

17 Q. HAS SUPRA MADE A REQUEST OF BELL SOUTH TO PROVIDE
18 SUPRA WITH SELECTIVE ROUTING?

19

20 A. No. Despite the availability of selective routing in Florida, Supra has
21 made no such request.

22

23 Q. ON PAGE 3 OF HIS DIRECT TESTIMONY, MR. HAMILTON
24 DISCUSSES A SERVICE PROBLEM FOR SUPRA'S CUSTOMER, "MR.
25 X". PLEASE COMMENT.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A. BellSouth has attempted without success to obtain from Supra more information that would allow BellSouth to make a meaningful analysis of the details of this situation. I would expect Supra to provide at least a telephone number for the end user customer which Supra alleges BellSouth caused problems. Supra has not done so. Notwithstanding Supra's not providing the necessary information, I would comment that Supra's own account of this situation as presented in Mr. Hamilton's testimony showed that BellSouth's repair bureau properly responded to Supra's request on December 15, 1997. As Mr. Hamilton states at line 24 of page 3 of his direct testimony "BellSouth's Repair Office identified the problem as a phone off hook. . ."

Again by Supra's own testimony at line 8 of page 5 of Mr. Hamilton's direct testimony, BellSouth responded properly to Supra's request on December 18, 1997 as Mr. Hamilton states "BellSouth informed Supra that this time the technician [that is, BellSouth's technician] did go to the customer's premises to effect repair, and no problems were found." The BellSouth technician tested BellSouth's facilities and found them to be operating properly. The problem was in the inside wire at the end user customer's premises.

In the course of BellSouth's investigation of Supra's direct testimony, BellSouth was able to determine that a trouble condition similar to that described in Supra's testimony occurred on December 18, 1997.

1 BellSouth admits that its technician was not properly informed on how to
2 treat troubles isolated to the inside wire at an ALEC's end user customer's
3 premises and that this delayed the restoration of that end user customer's
4 service. BellSouth repaired the problem caused by the inside wire on
5 December 20, 1997. BellSouth has since modified the methods and
6 procedures used by its installation and maintenance personnel who
7 respond to trouble reports of this type to ensure proper handling of inside
8 wire problems. These revised methods and procedures require BellSouth
9 to determine whether Supra's end user customer has an inside wire
10 maintenance plan and so advise BellSouth's technician such that the
11 BellSouth technician will appropriately handle inside wire problems.
12 BellSouth believes its revised methods and procedures adequately
13 address this situation and BellSouth's installation and repair personnel
14 have been covered on the proper procedures.

15
16 Q. ON PAGE 7 OF HIS DIRECT TESTIMONY MR. HAMILTON STATES "IT
17 IS INAPPROPRIATE FOR BELLSOUTH TO OFFER TO SWITCH A
18 CUSTOMER BACK IN ORDER TO MORE QUICKLY EFFECT REPAIRS."
19 DOES BELLSOUTH ENCOURAGE ANY ALEC'S CUSTOMERS TO
20 SWITCH BACK TO BELLSOUTH IN ORDER TO IMPROVE THE REPAIR
21 OF SERVICE PROBLEMS?

22
23 A. Certainly not. Further, apart from Mr. Hamilton's vague, unsupported
24 accusation, Supra has produced absolutely no evidence of BellSouth's
25 using such a practice. BellSouth's witness Stacy will provide evidence

1 that BellSouth's repair and maintenance for end user customers of Supra
2 and other ALECs is at parity with BellSouth's performance for its own
3 retail customers.
4

5 Q. ON PAGE 7 OF HIS DIRECT TESTIMONY, MR. HAMILTON STATES "IT
6 IS INAPPROPRIATE FOR BELLSOUTH TO RECEIVE 611 CALLS FOR
7 SUPRA CUSTOMERS AND TREAT THEM AS SALES LEADS BY
8 ATTEMPTING TO CONVERT THE CUSTOMER BACK TO
9 BELLSOUTH." DOES BELLSOUTH USE SUCH CALLS AS SALES
10 LEADS AS SUGGESTED BY MR. HAMILTON?
11

12 A. Certainly not. As I discussed earlier, unless Supra has arranged for the
13 selective routing functionality, Supra's end user customers who dial 611
14 will appropriately reach BellSouth's repair bureau. BellSouth's repair
15 bureau technicians, if called by an ALEC's end user customer, instruct the
16 caller that the ALEC's repair bureau rather than BellSouth's should be
17 called to place a trouble report. BellSouth's repair bureau technicians are
18 not sales people and do not behave as if they were. BellSouth believes
19 that Supra should provide instructions to its end user customers on how to
20 report trouble conditions. This would reduce the quantity of calls to
21 BellSouth's repair bureau that must be redirected to Supra.
22

23 Q. ON PAGE 9 OF HIS DIRECT TESTIMONY, MR. HAMILTON STATES
24 "AS CUSTOMER SERVICE MANAGER AT SUPRA, I AM AWARE OF
25 OVER 30 CALLS FROM SUPRA CUSTOMERS WHO WERE COACHED

1 INTO CALLING OUR BUSINESS OFFICE AND ASKING US "WHO WILL
2 REPAIR MY PHONE IF IT GOES OUT OF ORDER?" PLEASE
3 COMMENT?

4
5 A. First of all, every end user customer has a legitimate right to request of
6 BellSouth, Supra or any other local service provider who will perform
7 repairs if there are problems with the customer's service. Mr. Hamilton
8 seems irate that Supra's customers should know the truth in this regard.
9 Notwithstanding Mr. Hamilton's obvious discomfort at having Supra's
10 customers know who will perform any needed repairs, it is standard
11 practice in BellSouth's repair bureau that ALECs' end user customers
12 (including Supra's) are instructed to call the appropriate ALEC's repair
13 bureau in the case that the end user customer mistakenly contacts
14 BellSouth's repair bureau.

15
16 Q. BEGINNING AT LINE 23 ON PAGE 10 OF HIS DIRECT TESTIMONY,
17 MR. HAMILTON DISCUSSES A COMPLAINT FROM A SUPRA END
18 USER CUSTOMER REGARDING THE INSIDE WIRE AT THE
19 CUSTOMER'S PREMISES. IS THIS THE SAME SUBJECT AS THE
20 LETTER IN EXHIBIT BH-5 DATED MARCH 18, 1998?

21
22 A. Apparently not. The letter in Exhibit BH-5 dated March 18, 1998,
23 concerned the feature called Call Waiting Deluxe. The subject of Mr.
24 Hamilton's testimony beginning at line 23 on page 10 of his direct
25 testimony deals with inside wire maintenance. Once again, Supra has not

1 provided sufficient information for BellSouth to conduct a meaningful
2 analysis of the facts in this alleged incident.

3
4 **Rebuttal to Mr. Ramos' amended direct testimony**

5
6 Q. ON PAGE 29 OF HIS AMENDED DIRECT TESTIMONY MR. RAMOS
7 STATES "BELLSOUTH HAS FAILED TO PROVIDE ORDERING AND
8 PROVISIONING TO SUPRA THAT IS EQUAL TO THAT BELLSOUTH
9 PROVIDES TO BELLSOUTH. THE PRIMARY REASON FOR THIS IS
10 TO ENSURE THAT SUPRA FAILS IN THE RESALE BUSINESS."
11 PLEASE RESPOND.

12
13 A. BellSouth adamantly denies Mr. Ramos' allegation. I repeat here that
14 BellSouth has provided facts (data) in the testimony of BellSouth's witness
15 Stacy conclusively showing that BellSouth's performance for Supra and
16 other ALECs in Florida is at parity with BellSouth's performance to its
17 retail customers. I note that instead of providing facts for this Commission
18 to consider, Mr. Ramos offers only his unsupported assertions.

19
20 Q. ON PAGE 31 OF HIS DIRECT TESTIMONY, MR. RAMOS ASSERTS
21 ORDERS TO BELLSOUTH ARE OFTEN LOST OR MISHANDLED.
22 PLEASE COMMENT.

23
24 A. Mr. Ramos refers to a situation that has long since been corrected.
25 BellSouth admits that during 1997, there was a problem when some

1 ALECs faxed individual Local Service Requests (LSRs) to the BellSouth
2 work group designated to handle their orders. Due to the volume
3 and the decentralized method of handling these LSRs, several facsimile
4 messages were lost. To correct the situation, BellSouth installed a High
5 Capacity, High Resolution Facsimile Server in October of 1997. The
6 process was also centralized to insure orders are logged into BellSouth's
7 Order Tracking System, assigned to a Service Representative and then
8 distributed to the appropriate Service Representative by BellSouth's
9 clerical staff. The use of this facsimile server reduces the possibility of
10 lost LSRs to a minimum. It also provides for a permanent storable visual
11 image of all work received on any given day. The tracking process
12 ensures the accurate distribution of the work to the appropriate
13 representative.

14
15 Q. WHOM AT BELLSOUTH WOULD YOU EXPECT SUPRA TO CONTACT
16 SHOULD THERE BE A SYSTEMATIC PROBLEM WITH BELLSOUTH'S
17 RECEIVING SUPRA'S ORDERS AS MR. RAMOS ASSERTS?

18
19 A. Ms. Cynthia Arrington is the designated Customer Service Manager for
20 Supra. I would expect that Supra would bring systemic operational
21 problems, such as Mr. Ramos describes, to the attention of Ms. Arrington
22 for resolution. To date, Supra has made not even one complaint of lost
23 LSRs to Ms. Arrington. Supra has made no such complaint to Ms.
24 Arrington despite the significant volume of orders Supra has placed with
25 BellSouth. Importantly, each of these orders shown below can represent

1 a large number of customer lines or features associated with that
2 particular order. The order volume for Supra was:

<u>MONTH</u>	<u>ORDER VOLUME</u>
January 1998	43
February 1998	65
March 1998	<u>90</u>
TOTAL	198

9
10 Q. BEGINNING ON PAGE 35 OF HIS DIRECT TESTIMONY, MR. RAMOS
11 STATES BELLSOUTH HAS FAILED TO MEET REQUESTS FOR
12 INSTALLATION OF NEW SERVICES, AS WELL AS REQUESTS FOR
13 REPAIR AND MAINTENANCE OF EXISTING SERVICES, ON A BASIS
14 EQUIVALENT TO THAT WHICH BELLSOUTH PROVIDES TO ITS
15 RETAIL CUSTOMERS. IS HE CORRECT?

16
17 A. No. The testimony of BellSouth's witness Stacy will provide a comparison
18 of BellSouth's performance for Supra compared to BellSouth's
19 performance for BellSouth's retail customers. However, I will address
20 Exhibit OAR-9 that is attached to Mr. Ramos' direct testimony. Exhibit
21 OAR-9 purports to be a comparison of intervals BellSouth offers Supra for
22 various additions or changes to service for Supra's end user customers
23 with BellSouth's actual interval. I would note first that Mr. Ramos offers
24 absolutely no evidence to support his assertion that BellSouth has not met
25 its provisioning commitments to Supra. I would expect, in a comparison

1 such as Mr. Ramos here fails to make, to see at the very least the
2 following:

- 3 ● What Purchase Order Numbers were included.
- 4 ● The quantity of lines or services order via those Purchase
5 Order Numbers.
- 6 ● The dates on which error free orders were placed with
7 BellSouth.
- 8 ● The dates provisioning was completed.

9
10 Mr. Ramos' "comparison" is thus totally without substance or merit.

11
12 Q. BEGINNING ON PAGE 35 OF HIS DIRECT TESTIMONY, MR. RAMOS
13 DISCUSSES THE ROUTING OF 611 CALLS FROM SUPRA'S END
14 USER CUSTOMERS. IS THIS NOT EXACTLY THE SAME ISSUE AS
15 WAS DISCUSSED IN THE TESTIMONY OF SUPRA'S WITNESS
16 HAMILTON?

17
18 A. Yes. My rebuttal to Mr. Hamilton's direct testimony regarding the issue of
19 BellSouth's routing of 611 calls from Supra's customers is equally
20 applicable here. As with Mr. Hamilton, Mr. Ramos is unaware of the
21 selective routing functionality which Supra may acquire for itself from
22 BellSouth. I will repeat here that BellSouth's routing of calls from Supra's
23 end user customers who dial 611 to BellSouth's repair bureau is entirely
24 appropriate. Further, Supra's customers who dial 611 and reach
25 BellSouth's repair bureau are instructed to call Supra to report service

1 problems. BellSouth does not use such misdirected calls as sales
2 opportunities despite Mr. Ramos' claims to the contrary. He is simply
3 wrong.

4

5 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

6

7 A. Yes.