

ORIGINAL

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April 28, 1998

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 980119-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Supplemental Rebuttal Testimony of W. Keith Milner, which we ask that you file in the above-referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White
Nancy B. White (PO)

ACK	_____	Enclosures
AFA	_____	
APP	_____	cc: All parties of record
CAF	_____	A. M. Lombardo
CMU	<u>Siriganni</u>	R. G. Beatty
CTR	_____	William J. Ellenberg II
EAG	_____	
LEG	<u>J</u>	
LIN	<u>org 3</u>	
QPC	_____	
RCH	_____	
SEC	<u>1</u>	
WAS	_____	
OTH	_____	

DOCUMENT NUMBER-DATE

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CERTIFICATE OF SERVICE
Docket No. 980119-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
by Hand-Delivery this 28th day of April, 1998 to the following:

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Nancy B. White (sw)

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BELLSOUTH TELECOMMUNICATIONS, INC.
SUPPLEMENTAL REBUTTAL TESTIMONY OF W. KEITH MILNER
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP
April 28, 1998

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

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

Q. ARE YOU THE SAME KEITH MILNER WHO FILED DIRECT AND
REBUTTAL TESTIMONY IN THIS PROCEEDING?

A. Yes.

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

A. The purpose of my testimony is to respond to the amended direct

1 testimony filed in this docket by Mr. Bradford Hamilton of Supra
2 Telecommunications and Information Systems, Inc. ("Supra") regarding
3 the service Supra has ordered and received from BellSouth.
4

5 Q. ON PAGE 7 OF HIS AMENDED DIRECT TESTIMONY, MR.
6 HAMILTON DISCUSSES PROBLEMS HE ALLEGES BELLSOUTH
7 CAUSED A LARGE CUSTOMER OF SUPRA. PLEASE RESPOND.
8

9 A. Apparently, this end user customer believed that three of its telephone
10 lines had been disconnected by BellSouth in 1996 although it appears
11 that the three lines were never disconnected. I agree with Mr. Hamilton
12 that it is highly unlikely that the same three telephone numbers
13 assigned to these three lines would still be available and be reassigned
14 to the end user customer. I do not understand why the end user
15 customer did not at some point since 1996 bring to BellSouth's
16 attention that these three lines were still being billed for if in fact the
17 end user customer wanted the lines disconnected. In any event,
18 however, there is nothing to indicate that BellSouth "blamed Supra" in
19 conversations between the end user customer and BellSouth.
20

21 Q. ON PAGE 9 OF HIS AMENDED DIRECT TESTIMONY MR.
22 HAMILTON STATES "AFTER THE CUSTOMER'S ACCOUNT
23 TRANSFERRED BACK TO BELLSOUTH, WE [SUPRA] RECEIVED A
24 FAX FROM THE CUSTOMER ON MARCH 20, 1998, AT 4:00 PM,
25 ASKING US TO DISCONNECT TWO OF THE NUMBERS SHE

1 QUESTIONED AS ACTIVE LINES. SHE HAD DISCOVERED THAT
2 THE LINES WERE INDEED LIVE AND WORKING AT HER
3 ADDRESS." PLEASE RESPOND.

4

5 A. First of all, I can think of no reason why the end user customer would
6 contact Supra to complain about service that was now being provided
7 by BellSouth. Second, the end user customer apparently now
8 understood that the lines in question were in fact active and working.
9 Despite Mr. Hamilton's complaint that "BellSouth had told her [that is,
10 the end user customer] that it was Supra's fault that she had lost dial
11 tone", I note that during his deposition taken on April 17, 1998, Mr.
12 Hamilton admits (while discussing this end user customer's service)
13 that it was Supra rather than BellSouth that disconnected the three
14 lines in question (Hamilton deposition transcript, page 54, line 4).

15

16 Q. PLEASE SUMMARIZE YOUR UNDERSTANDING OF THE EVENTS
17 IN THIS INCIDENT.

18

19 A. Apparently the end user customer was not aware at the time service
20 was transferred from BellSouth to Supra that the three lines were still in
21 service. When the end user customer decided to move its service back
22 to BellSouth, the end user customer intentionally did not request the
23 transfer of the three lines in question. Thus, the three lines stayed in
24 service as provided by Supra. Upon being contacted by the end user
25 customer, Supra disconnected the three lines at the end user

1 customer's request, thus removing dial tone from the lines.

2

3 Q. BEGINNING ON PAGE 9 OF HIS AMENDED DIRECT TESTIMONY,
4 MR. HAMILTON DISCUSSES AN INCIDENT HE ALLEGES
5 OCCURRED ON MARCH 10, 1998. PLEASE RESPOND.

6

7 A. Apparently Mr. Hamilton takes issue with the fact that BellSouth wanted
8 to have the property owner acknowledge that the previous tenant had
9 moved out or "abandoned" the service, to use Mr. Hamilton's phrase.
10 According to Mr. Hamilton's own statements made during his
11 deposition in this proceeding, the tenant in question was Mr. Hamilton's
12 supervisor at Supra. Thus, Mr. Hamilton could easily have found out
13 how to contact the property owner for verification that the former tenant
14 had in fact moved out. For whatever his reasons, Mr. Hamilton did not
15 make such information available to BellSouth. Instead, Mr. Hamilton
16 complains that "our employee [that is, Mr. Hamilton's supervisor at
17 Supra] had to wait seven days to have his service installed." However,
18 when questioned during his deposition in this proceeding, Mr. Hamilton
19 stated "Well, because back and forth trying to get the service from us
20 [that is, Supra] to get it installed, we couldn't get it done." (Hamilton
21 deposition transcript, page 56, line 3) Finally, Mr. Hamilton responded
22 to the question "So it took BellSouth seven days to install BellSouth
23 service?" , Mr. Hamilton responded "No, it took seven days for him [that
24 is, Mr. Hamilton's supervisor at Supra] to get service from the date that
25 he ordered it from us [that is, Supra]." What I gather from this is that

1 Mr. Hamilton was asked by his supervisor to have new service installed
2 at an apartment the supervisor would rent. Mr. Hamilton apparently did
3 not or was not able to contact his supervisor for some period of time
4 (who, according to Mr. Hamilton, was in Washington, D.C., the entire
5 week). Upon verifying that the apartment had in fact been surrendered
6 by the previous tenant, BellSouth provided the requested service.
7 Obviously, Mr. Hamilton's own actions caused the delay in having
8 service provided to Mr. Hamilton's supervisor. A simple phone call
9 would have provided the verification that BellSouth requested.

10

11 Q. ON PAGE 12 OF HIS AMENDED DIRECT TESTIMONY, MR.
12 HAMILTON DISCUSSES AN INCIDENT HE ALLEGES OCCURRED
13 ON MARCH 19, 1998. PLEASE RESPOND.

14

15 A. According to Mr. Hamilton, the end user customer had transferred back
16 to BellSouth from Supra but was still being billed by Supra for the
17 service. BellSouth did not double bill the end user customer.
18 BellSouth correctly billed the end user customer for the service
19 BellSouth provided to that customer. Apparently Supra continued to bill
20 the end user customer even after the transfer of service which
21 prompted the end user customer to complain to Supra about its billing.
22 Mr. Hamilton then apparently contacted the wrong BellSouth work
23 center. Mr. Hamilton states "After I hung up with the customer, I called
24 the BellSouth business office and I reach a Ms. Marie Dinish at the
25 BellSouth Jacksonville office." Ms. Dinish rightly refused to honor

1 Supra's request that BellSouth change the billing information for a
2 BellSouth end user customer. The proper work group for Supra to
3 contact to complain of incorrect billing to Supra is the Local Carrier
4 Service Center (LCSC) which is located not in Jacksonville, Florida, but
5 in Birmingham, Alabama. Apparently Ms. Dinish or someone else at
6 BellSouth's Jacksonville business office referred the information to the
7 LCSC on Supra's behalf. Despite his attending BellSouth sponsored
8 training, Mr. Hamilton appears unaware of the proper BellSouth work
9 center to which he should refer complaints such as this one.

10

11 Q. BEGINNING ON PAGE 13 OF HIS AMENDED DIRECT TESTIMONY,
12 MR. HAMILTON DISCUSSES AN INCIDENT HE ALLEGES
13 OCCURRED ON APRIL 1, 1998. MR. HAMILTON STATES "ON THE
14 PAPERWORK, I REQUESTED A DUE DATE OF APRIL 3, 1998. I
15 RECEIVED THE FIRM ORDER CONFIRMATION AT 10:25 AM ON
16 APRIL 3, 1998, WITH A NEW DATE OF APRIL 7, 1998." PLEASE
17 RESPOND.

18

19 A. BellSouth does its best to meet requested due dates such as the one
20 requested here by Supra (that is, April 3, 1998). However, BellSouth
21 cannot always meet those requested due dates, either for Alternative
22 Local Exchange Companies (ALECs) such as Supra or for BellSouth's
23 own retail end user customers. The BellSouth representative whom
24 Mr. Hamilton contacted apparently explained the due date being set as
25 April 7, 1998, as a function of BellSouth's work load. The Firm Order

1 Confirmation (FOC) showed a committed due date of April 7, 1998, and
2 BellSouth apparently met that due date.

3

4 Q. BEGINNING ON PAGE 15 OF HIS AMENDED DIRECT TESTIMONY,
5 MR. HAMILTON STATES "WHEN THE BELLSOUTH TEAM WAS AT
6 SUPRA DURING MARCH 1998, THEY EXPLAINED THAT
7 BELLSOUTH'S REPAIR PERSONNEL CANNOT ENTER A SUPRA
8 CUSTOMER'S PREMISES TO REPAIR AN INSIDE WIRE PROBLEM
9 EVEN IF REQUESTED TO BY THE CUSTOMER. THE BELLSOUTH
10 TEAM STATED THAT BECAUSE THE CUSTOMER IS A SUPRA
11 CUSTOMER AND NOT A BELLSOUTH CUSTOMER, BELLSOUTH
12 MUST OBTAIN SUPRA'S AUTHORIZATION TO ENTER THE
13 CUSTOMER'S PREMISES." PLEASE RESPOND.

14

15 A. When an end user customer transfers service from BellSouth to Supra,
16 BellSouth no longer has a direct relationship with that customer.
17 BellSouth no longer bills the end user customer for service, including
18 inside wire maintenance plans. Instead, BellSouth bills Supra and
19 Supra bills the end user customer. If an end user customer does not
20 have an inside wire maintenance plan, BellSouth requires that Supra
21 approve or deny work on inside wire. To do otherwise could result in
22 BellSouth's billing Supra for inside wire work and Supra not being able
23 to recover that expense from its end user customer. However,
24 BellSouth does not require that Supra's representative be at the end
25 user customer's premises to make such an authorization, despite Mr.

1 Hamilton's claim to the contrary.

2

3 Q. DOES THE INTERCONNECTION AGREEMENT BETWEEN
4 BELLSOUTH AND SUPRA SPECIFY HOW REPAIR OF SERVICE
5 WILL BE HANDLED?

6

7 A. Yes. Section V.E of the resale agreement, which is Attachment 1 of
8 the interconnection agreement, states "Reseller [Supra] will be the
9 Company's [BellSouth's] single point of contact for all repair calls on
10 behalf of Reseller's end users." Thus, BellSouth interacts with Supra
11 which in turn interacts with its customers. Apparently, Mr. Hamilton
12 would wish for BellSouth to deal directly with Supra's end user
13 customers in some cases but not in others. The language in the
14 interconnection agreement, however, is quite clear and BellSouth
15 abides by those terms.

16

17 Q. ON PAGE 16 OF HIS AMENDED DIRECT TESTIMONY, MR.
18 HAMILTON STATES "THE UPSHOT OF ALL OF THIS IS THAT
19 BELLSOUTH HAS MERELY TO TELL A SUPRA CUSTOMER WHO
20 HAS REPORTED A TROUBLE THAT BELLSOUTH CANNOT FIX THE
21 TROUBLE BECAUSE THE CUSTOMER IS A SUPRA CUSTOMER
22 AND BELLSOUTH WINS BACK ANOTHER ACCOUNT. THIS IS AN
23 OUTRAGEOUSLY SUCCESSFUL ANTI-COMPETITIVE TACTIC."
24 PLEASE RESPOND.

25

1 A. Mr. Hamilton provides no facts to support his claim of anticompetitive
2 tactics, which BellSouth denies. During his deposition in this
3 proceeding, when questioned on this topic, Mr. Hamilton offered only
4 vague, unsupported opinions. His responses beginning on page 32 of
5 the transcript of his deposition reveal the total absence of any facts in
6 support of his allegations. When questioned regarding the basis for his
7 allegation, Mr. Hamilton responded "Okay, and, you know, because
8 you are with a reseller, you are going to get a delay in your service, in
9 your repair." In response to BellSouth's next question during his
10 deposition "And somebody has actually said that?", Mr. Hamilton
11 responded "I don't know if it's the word 'delay.' I'm trying to think of
12 what the word they say is. It's more of an impression they give you,
13 okay." Finally, in response to BellSouth's next question in his
14 deposition "Well, has any BellSouth repair rep ever said to you, you
15 should switch back to BellSouth so that we can more quickly repair
16 your service?", Mr. Hamilton responded "No, not to me directly." In
17 summary, Mr. Hamilton in no way supports his claims of anticompetitive
18 behavior on BellSouth's part in its handling of repair requests.

19

20 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

21

22 A. Yes.

23

24

25