

ORIGINAL

DOCKET NO. 951232-TI [Telecommunications Services, Inc.]

**WITNESS: Direct Testimony of Joseph P. Holop, Appearing on Behalf of Respondent,
Telecommunications Services, Inc., as an adverse witness.**

DATE FILED: June 15, 1998

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FPSC-RECORDS/REPORTING

BEFORE THE STAFF OF THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 951232-TI

COPY

In Re: Dade County Circuit Court referral
of certain issues in Case No. 92-11654 CA 11
(Transcall America, Inc., vs. Telecommunications
Services, Inc., and Telecommunications Services,
Inc., vs. Transcall America, Inc. and Advanced
Telecommunications Corp.) That are within the
Commission's jurisdiction,

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1515 So. Federal Hwy
Boca Raton, Florida
March 24, 1998
10:00 a.m. - 1:50 p.m.

DEPOSITION OF JOSEPH HOLOP

Taken before ROBERT WOLINSKY, CM,
Registered Professional Reporter and Notary Public
for the State of Florida at Large, pursuant to
Notice of Taking Deposition filed in the above
cause.

APPEARANCES

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On behalf of the Defendant
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Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32301
BY: BETH KEATING, ESQ.
On behalf of the PSC

ALSO PRESENT: Kathy L. Welch, C.P.A.

I N D E X

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Red. Rec.</u>
JOSEPH HOLOP	3	127	

E X H I B I T S

Boca Exhibit No. 1	8
Boca Exhibit No. 2	57
Boca Exhibit No. 3	110

1 Thereupon--

2 JOSEPH HOLOP

3 was called as a witness by the Defendant and,
4 having been first duly sworn, testified as follows:

5 DIRECT EXAMINATION

6 BY MR. PARSONS:

7 Q. Mr. Holop, as you know, my name is Wes
8 Parsons, and I'm the attorney for Telecommunications
9 Services, Inc. in a matter now pending before the
10 Public Service Commission.

11 We're here today for your deposition.
12 I'll have a number of questions for you today. If
13 you don't understand any question, could you please
14 let me know and I'll try to make it
15 understandable. Is that agreeable, sir?

16 A. Yes.

17 Q. Could you give me your full name and
18 spell it, please?

19 A. It's Joseph Peter Holop, J O S E P H,
20 P E T E R, H O L O P.

21 Q. Where are you currently residing, sir?

22 A. 10602 Northwest 1st Court, Plantation,
23 Florida 33324.

24 Q. Do you also have another home?

25 A. Yes.

1 Q. Where is that?

2 A. It's in Tulsa, Oklahoma.

3 Q. Could I have that street address, also?

4 A. 11233 South Vandalia Avenue, Tulsa,
5 Oklahoma, and the Zip Code is 74137.

6 Q. Where do you expect to be living during
7 1998, Mr. Holop?

8 A. My family is going to be living in
9 Plantation, Florida, and I will be commuting
10 between Plantation, Florida and the rest of the
11 world. Primarily based in London, England.

12 Q. Have you ever had your deposition taken
13 before, Mr. Holop?

14 A. Yes.

15 Q. How many times?

16 A. I don't know the exact number.
17 Several.

18 Q. Was one of those the Dohan case before
19 the Public Service Commission?

20 A. Yes.

21 Q. Could you tell me the nature of the
22 other matters?

23 A. They had to do with the State of
24 Florida, issues that came up before the Public
25 Service Commission involving Microtel, ATC and

1 Telus.

2 Q. Have you testified in a deposition
3 other than in a Public Service Commission
4 proceeding?

5 A. I'm not sure. I'm not sure if they
6 were all Public Service Commission related or if
7 they were individual cases. I believe all of them
8 were in conjunction with Public Service Commission
9 issues.

10 Q. Did you do anything to prepare for your
11 deposition today, sir?

12 A. Not much. I spoke briefly yesterday
13 with Tico Gimbel and Floyd Self, and they were
14 courteous enough to send me all of my prior
15 depositions that I had actually left with them.
16 But I really have been very busy, and I only
17 briefly glanced at those.

18 Q. When you say you glanced at your prior
19 depositions, did you read them or did you quickly
20 review them, or something else?

21 A. Very quick review.

22 Q. How many depositions did they give you
23 to read?

24 A. I believe there was at least three in
25 the package that they gave me.

1 Q. Did you do anything else to prepare
2 besides quickly scan the depositions and talk to
3 Mr. Gimbel and Mr. Self?

4 A. I put a suit on today.

5 Q. You're in good company in this stable.

6 A. We actually have a policy in the states
7 of business, casual attire, so...

8 Q. Did you talk to anyone else at WorldCom
9 about your deposition?

10 A. No, I did not.

11 Q. Did you read the depositions of any
12 other persons in the PSC matter involving
13 Telecommunications Services, Inc.?

14 A. No, I did not.

15 Q. Just to be sure, and possibly to
16 refresh your recollection, did you read the
17 deposition of Mary Jo Daurio?

18 A. No.

19 Q. Jerry Bir?

20 A. No.

21 Q. Did Mr. Floyd and Mr. Self send you a
22 preliminary report prepared by Lopez, Levi &
23 Associates in this case?

24 A. No.

25 Q. Did you read the deposition of Joel

1 Esquenazi?

2 A. No.

3 Q. Have you worked on the preparation of
4 any prefiled testimony in this matter, sir?

5 A. Not to my knowledge.

6 Q. Have you spoken to Ms. Clara Reynardus
7 regarding your deposition?

8 A. No.

9 Q. Have you spoken to Mr. Brian
10 Sulmonetti?

11 A. No.

12 Q. Norman Klugman?

13 A. No.

14 Q. Ruddy McGlashan?

15 A. No.

16 Q. Are you aware of any written or
17 recorded statements that you have made in
18 connection with this proceeding?

19 A. Not aware of those.

20 Q. Have you ever drafted a memorandum as
21 to facts occurring in regard to Telecommunications
22 Services, Inc.?

23 A. Not to my knowledge.

24 MR. PARSONS: Could you mark this

25 No. 1.

1 (Thereupon a document was marked
2 Boca Exhibit No. 1 for Identification to the
3 deposition.)

4 MR. PARSONS: Tico, I would like to use
5 a single set of depositions for exhibits in
6 Boca Raton this week if you have no
7 objection. I may just call these Boca 1, Boca
8 2, Boca 3, rather than marking a new set for
9 each witness.

10 MR. GIMBEL: I think that's fine.

11 BY MR. PARSONS:

12 Q. Mr. Holop, I'm handing you and your
13 attorney a copy of the document marked as Exhibit
14 No. 1 in your deposition. For the people on the
15 other side of the telephone line, it appears to be
16 the amended notice of taking depositions this week
17 of Transcall and ATC.

18 (Informal discussion off the record.)

19 BY MR. PARSONS:

20 Q. Mr. Holop, have you seen Exhibit No. 1
21 before?

22 A. No, I have not.

23 Q. You're looking at the second page. Do
24 you see how your name is indicated as a deponent
25 for March 24, 1998 at ten a.m.?

1 A. Yes, I do.

2 Q. Are you here today pursuant to this
3 amended notice of deposition?

4 A. I believe I am.

5 Q. Do you see in the second item, it's
6 requested that ATC Transcall produce a person most
7 knowledgeable about the CDR tapes on T.S.I. traffic
8 held by ATC Transcall. Do you understand that you
9 are the person who is most knowledgeable in that
10 regard?

11 A. I understand that I am.

12 Q. You can put that aside.

13 Mr. Holop, I'm going to get some
14 background information on you if I could. Let me
15 start at the beginning and ask you where you
16 graduated from high school?

17 A. William H. Hall High School in West
18 Hartford, Connecticut.

19 Q. What did you do after graduation from
20 high school?

21 A. I attended Boston College.

22 Q. Did you graduate?

23 A. Yes.

24 Q. When did you graduate?

25 A. May 1980.

1 Q. What was your degree in?

2 A. Computer science and a minor in
3 marketing from the School of Business.

4 Q. What did you do after graduating from
5 Boston College?

6 A. I went home for a little while.

7 Q. Did you work?

8 A. Yes.

9 Q. Did you work while you were
10 matriculating at Boston College?

11 A. Yes.

12 Q. What was your employment?

13 A. I worked originally for a company
14 called CCH Computax. And then after that I worked
15 for Computer Sciences Corporation. And, rough time
16 frames, I probably started with CCH in my sophomore
17 year, and I worked the last two years for Computer
18 Sciences Corporation.

19 Q. What did you do at Computer Sciences
20 Corporation?

21 A. Initially I was given a job as a
22 technical gofer, and then I began working on
23 technical support and writing, actually programs
24 for some of their customers, customize works.

25 Q. Are you more application or systems or

1 something else?

2 (Informal discussion off the record.)

3 THE WITNESS: I guess initially I was
4 probably more application oriented.

5 BY MR. PARSONS:

6 Q. Did you program applications, sir?

7 A. Yes.

8 Q. What language did you write in?

9 A. FORTRAN.

10 Q. Did you ever learn PL/1?

11 A. Yes.

12 Q. Is it useful to you?

13 A. I actually used it in a subsequent job
14 at Bexson(ph). We used some PL/1 in production.
15 It was the only time in my career.

16 Q. I had a similar experience.

17 What sort of applications did you
18 write?

19 A. Most of the initial applications were
20 for financial services. These were in support of
21 companies that were doing commercial leasing, small
22 brokerage houses, that were customers of Computer
23 Sciences Corporation. Then after that initial
24 work, I became involved with some of their larger
25 customers, and got into engineering applications.

1 That was with -- interestingly, it was with G.E.
2 out of Linden, and we were actually competing
3 against their internal group that was also selling
4 a similar service to CSC. I worked for Infinet,
5 which was the time sharing division of Computer
6 Sciences Corporation. So we were actually selling
7 time sharing as well as the applications that would
8 run on the time sharing. Then, you know, they had
9 their own company at the time that was doing a
10 similar thing.

11 I also worked on projects for Kodak
12 and -- I'm sorry, it was Polaroid, not Kodak
13 -- strike that -- and also for an environmental
14 concern out of Route 128, which was outside of
15 Boston.

16 Q. Was this all during your junior and
17 senior years in college?

18 A. Yeah. Most of that work on engineering
19 applications was in my senior year. I had prior to
20 that been mostly working on financial applications.

21 Q. What sort of engineering applications
22 did you work on?

23 A. Most of them in the initial part were
24 manufacturing, so, you know, materials type
25 processing, inventory control systems. And then

1 towards the second half of my senior year I
2 actually got involved in some process control type
3 applications, and, you know, basically started
4 looking at more scientific kinds of things.

5 Q. Were these real-time applications?

6 A. The latter part of my senior year I was
7 working on a couple of real-time things. The
8 others were mostly batch processing. At the time,
9 that was the predominant system.

10 Q. Then you left CSC at the same time you
11 graduated from Boston College?

12 A. Yes.

13 Q. You went home for a while?

14 A. Yeah. I actually had a hernia
15 operation, so I was home while that was going on.
16 But I had already accepted a position with Exxon
17 Chemical Americas.

18 Q. When did you start with Exxon Chemical?

19 A. It was actually towards the end
20 of -- let's see, the summer, so it must have been
21 July, August of 1980. The end of July, beginning
22 of August 1980.

23 Q. How long were with you Exxon Chemical?

24 A. Just about two years.

25 Q. Was that in Houston?

1 A. No. I actually worked out of beautiful
2 Linden, New Jersey.

3 Q. Did you ever visit their facility in
4 Houston?

5 A. Yes.

6 Q. What did you do at Exxon Chemical?

7 A. Well, I was hired as a systems analyst,
8 and I did a variety of things. I actually started
9 off working on some small projects doing support
10 work, became responsible for their financial
11 month-end close. Got involved in their budget
12 processes.

13 Also was responsible for the human
14 resource and payroll systems while I was there.
15 Worked on their mechanical inventory system. And
16 then worked on a special project which had to do
17 with meeting OSHA guidelines, tying in
18 environmentals that we were collecting out in the
19 field at the process control houses. So I was
20 working with HP 1000 equipment. Then bringing
21 those samples back into -- tying that to a worker
22 tracking system so we could see where people were
23 getting exposure to different substances, through
24 substance monitoring programs.

25 Q. So you seem to have gone back, at least

1 initially, to a batch financial sort of work. Is
2 that the kind of work you enjoyed at the time?

3 A. Yeah. I actually was one of the first
4 people to use a terminal and get away from cards,
5 with Exxon, at Linden, so I got involved early with
6 TSO, which was still, you know, really the terminal
7 sharing option off of main frames. Then from there
8 actually had been dabbling the whole time with PCs
9 on my own.

10 Q. What was your first PC?

11 A. Well, I owned the original IBM PC. I
12 actually still have it. Prior to that, I'm not
13 sure which one I owned first, because I bought
14 several. I had the Commodore 64. I had a TRS 80.
15 Well, the early version of the TRS 80. And I also
16 made the mistake of buying Adam Osborne's, you
17 know, computer as well.

18 In addition to that, I had done some
19 work on the side where I worked with early versions
20 of Fujitsu's, when they were first coming out with
21 16 SX and ran CPM and concurrent CPM.

22 Q. Is it fair to say that by 1980, with
23 your degree and your work experience, you were
24 definitely in the field of computing?

25 A. That's a fair statement.

1 Q. You apparently left Exxon Chemical
2 about 1982?

3 A. Uh-huh.

4 Q. Where did you go after that?

5 A. I worked -- I left for personal
6 reasons. I became married -- got married, and
7 actually moved to South Florida.

8 Was working on a transfer with Exxon
9 that did not materialize, and I took a job at
10 Burger King corporate headquarters on Kendall
11 Drive.

12 Q. Hamburger University?

13 A. Actually, I was working at the
14 corporate headquarters on financial systems there.

15 Q. Again, you were doing systems level
16 financial work?

17 A. Yeah. I did some batch, some online,
18 not real-time, of course, but a little bit of work
19 on their pointed sales systems back then, and was
20 actually with them less than a year.

21 Q. Where did you go after Burger King?

22 A. I went to a company called Gould
23 Computer Systems Division.

24 Q. Can you spell that for me?

25 A. G O U L D, that was a systems division,

1 part of Goulds, I think, out of Schaumburg,
2 Illinois.

3 Q. What did you do at Gould?

4 A. I think I started either as a
5 programmer or programmer analyst. I got involved,
6 again, it was mainframe systems there, initially.
7 I basically taught myself CICS, which was the
8 terminal control program mechanism for online
9 processing, and started doing some online
10 programming there. It was a combination of online
11 and batch programming.

12 Q. How long were you at Gould?

13 A. I was actually with them, and then took
14 a one year hiatus, and then came back to them. Let
15 me see if I can get the dates. About -- I left --
16 I think I left Burger King probably mid '83, around
17 there, and then I was with Gould the first time
18 between mid '83, and 19 -- probably about 1985,
19 somewhere towards the end of the year.

20 I took a job then in New Jersey as a
21 database analyst with Dell Publishing in
22 Livingston, New Jersey. Was a division of
23 Doubleday, and I worked there for about a year.
24 The impetus was, my wife at the time thought that
25 it was unfair to bring up kids in South Florida.

1 Q. It still is.

2 A. So we actually moved to Millburn, New
3 Jersey, right next to Short Hills, a very nice
4 community up there. And I worked for Dell for
5 about, again, a little less than a year. Had
6 maintained contact -- actually, had hired my
7 replacement at Gould, and I came back to be his
8 boss about a year later.

9 Worked with Gould until August of 1988,
10 which I guess brings us to what you're probably
11 more, or a little more concerned about.

12 Q. Yes, sir. Where did you go in 1988?

13 A. I went to a little company called
14 Microtel in Boca Raton, Florida.

15 Q. What did you do at Microtel?

16 A. I joined the company as a database
17 administrator.

18 Q. What did a database administrator do?

19 A. I installed all of the -- it was then
20 known as Applied Data Research software. It's now,
21 of course, like many other companies, been acquired
22 by Computer Associates, and is actually still
23 running at our company today for other
24 applications, but...

25 Q. How long were you at Microtel?

1 A. Well, technically I'm still here. I
2 actually left for a hiatus to work for EDS, but
3 since I didn't physically move offices, and was
4 still supporting, you know, predecessor companies
5 to WorldCom, the company has vested my time. That
6 was with EDS. So I worked with Microtel from
7 August, and if you want to get the exact date, it
8 was August 29, 1988 to January 1, 1991.

9 I then took a sabbatical, if you will,
10 with Electronic Data Systems, because the decision
11 was taken at the time to out source all of the
12 information service technology employees to EDS.
13 And I worked with EDS first, as part of the ATC
14 account, then subsequent to that as part of the
15 LDDS account until May 9, 1994.

16 Q. What happened on that date?

17 A. I accepted a position back with LDDS.

18 MR. GIMBEL: I am sorry, what was that
19 date?

20 THE WITNESS: I believe it was May 9.

21 BY MR. PARSONS:

22 Q. What position did you accept at LDDS?

23 A. Vice-president of revenue systems.

24 Q. Is that your position today, sir?

25 A. No, it is not.

1 Q. Could you work through any other
2 positions between that one and your current one?

3 A. While at LDDF? Yeah. Basically, I had
4 one other position from the one that I have right
5 now, although I have had varying responsibilities.

6 In December -- let's see -- no, I take
7 that back. In January of 1995, after the Wiltel
8 and IDB acquisitions, I became vice-president of
9 information services and had responsibility for all
10 of the information services that were then LDDF,
11 IDB, and I became in charge of what we now refer to
12 as enterprise operations for Wiltel.

13 Q. Your current position is vice-president
14 of information services?

15 A. I believe I still have that title,
16 although I recently became international chief
17 information officer.

18 Q. This is at WorldCom, Inc.?

19 A. It's at WorldCom Network Services,
20 Inc., I believe. But it's WorldCom, Inc., yes.

21 Q. If you go back with me to Electronic
22 Data Systems --

23 A. Sure.

24 Q. Is that the first time you had some
25 connection to Transcall or ATC or LDDF?

1 A. No. I actually was with ATC prior to
2 EDS, and I was actually a director with EDS before
3 transitioning to EDS on January 1, '91.

4 Q. I have you at Microtel from August 29,
5 1988 through January 1, 1991?

6 A. Yeah. Microtel was actually acquired
7 in there by -- well, ATC Transcall out of Atlanta.
8 And after that acquisition, then ATC subsequently
9 acquired Telus. Those acquisitions occurred before
10 my transition to EDS.

11 Again, along the way I just -- because
12 you'll probably ask anyways -- after becoming
13 database administrator, I was in that role probably
14 no more than six to seven months and became manager
15 of systems and programming. I was in that role
16 probably for about a year, then I became a director
17 over application systems. And that's, you know,
18 then I transitioned to EDS, as I guess what they
19 refer to as a manager of systems engineering.

20 Q. Is it possible to give me a general
21 description of your duties at Microtel after it was
22 acquired by ATC?

23 A. Let's see. After the acquisition, I
24 believe I was already a manager in systems and
25 programming. I was chiefly responsible for the

1 billing applications at the time. That was kind of
2 the main focus. Was involved in some call
3 collection system support, but mainly billing.

4 Q. Did you have that responsibility for
5 billing applications when Telus was acquired?

6 A. For Microtel, ATC, yes.

7 Q. Did Telus present any special problems
8 in terms of consolidation of their billing into
9 ATC?

10 A. I guess -- could you be more specific?

11 Q. Let me back up a little bit.

12 A. All right. Sure.

13 Q. When there's an acquisition in a
14 telecommunications field, am I correct that one
15 concern is the consolidation of the billing systems
16 of the acquirer and acquiree?

17 A. Not all the time. It depends on the
18 company. There are certain companies in the
19 industry that have made acquisitions and have run
20 the companies stand alone. You know the history, I
21 think, of WorldCom. And we have been an acquirer
22 of companies and have been a consolidator, over
23 history.

24 The consolidation activity was really
25 driven by the move to EDS and the choice for a

1 common billing platform. So that activity really
2 started in earnest, you know, after January 1,
3 1991.

4 Prior to that there were certainly
5 discussions and looks at platforms and all kinds of
6 activity, but there really hadn't been a lot in the
7 way of consolidation.

8 Q. Who was responsible, prior to the EDS
9 involvement, in determining whether to consolidate
10 Telus' billing system with ATC's?

11 A. Well, the chain of command in terms of
12 who was in charge of information services, at the
13 time of the acquisition, I believe it was Ed
14 Janowsky was in charge of information services for
15 Microtel ATC. And then Ray Yeager was in charge of
16 information services, or information technology for
17 Telus. So for a period of time both Ed and Ray
18 were, if you will, both responsible still for their
19 respective areas.

20 Q. I may have this wrong, tell me if I do,
21 but as I understand it, rather than doing an
22 immediate consolidation, the decision was made to
23 bring in EDS to create a platform for
24 consolidation?

25 A. Yeah. Let me see if I can clarify that

1 for you.

2 What actually happened was ATC, that
3 was now a combination of Microtel, Transcall,
4 Satelco, other predecessor companies, took on board
5 a decision to, you know, go out there and look in
6 the industry for possible candidates to consolidate
7 towards. So we looked at Cincinnati Bell's cell
8 work package at the time. We looked at -- and
9 actually the one that we ended up going with was a
10 company out of Lubbock, Texas, that was called
11 Lubbock Data Center. They had a product called
12 LDBS, which was Lubbock Data Billing System. And
13 what happened was EDS had been talking to, you
14 know, the senior management at the time of ATC, not
15 the IT management. And once a decision was taken
16 that ATC was going to move forward with Lubbock
17 Data Center's package, EDS bought the company.

18 Q. Okay. So that's how that all came into
19 being.

20 Why was it decided to bring in EDS
21 rather than do the consolidation in-house?

22 A. As best I could tell, there
23 were -- probably the following factors. One, EDS
24 had a skill set at the time, you know, and a
25 history of being able to consolidate companies.

1 Two, I think the company was looking
2 for a change impetus, an outside group that would
3 be able to take on board, you know, business
4 issues, IT issues, and, if you will, work
5 independently to bring back, you know, viewpoints
6 that weren't going to be biased, that were more
7 objective, what have you.

8 And probably the third was that EDS
9 came in and offered substantial savings over the
10 current run rates.

11 Q. I've written down those three factors.

12 Let me ask you if another factor
13 figured in, which is simply the nature of Telus'
14 billing system; did that go into the equation at
15 all?

16 A. I don't -- I don't believe that was in
17 the equation. But, again, I wasn't the decision
18 maker at the time, so actually, what I just relayed
19 to you is really years later, speculation about
20 what occurred and what events were going on.

21 Q. Did you advise Mr. Janowsky about
22 whether bringing in EDS for the consolidation
23 platform was a good idea?

24 A. No.

25 Actually, Mr. Janowsky wasn't an

1 employee of the company at the time.

2 Q. Did you have any input into the
3 decision to bring in EDS as a consolidation
4 platform?

5 A. No. Actually it came as a total
6 surprise.

7 Q. Why do you say that, sir?

8 A. Well, I was an ATC employee one day,
9 and I came in after the announcement was made and I
10 became an EDS employee. So it was news to me.

11 Q. Before then, had you thought that you
12 might be doing the consolidation in-house?

13 A. I think we had looked at it, and
14 certainly I figured, you know, might be involved
15 with it as part of the team.

16 Q. When you looked at it, did you identify
17 any particular problems with doing the
18 consolidation in-house?

19 A. No. I think we probably looked at some
20 of the same issues that EDS was looking at.

21 I think the other thing that EDS
22 brought to the table was, you know, the ability to
23 bring on more resources. So I think a lot of it
24 came down to resources.

25 Q. At the time that you were looking at

1 doing the consolidation in-house, were you aware of
2 any problems with Telus' billing system?

3 A. No -- well, there was a period of time
4 after the transition, and it's when I became an EDS
5 employee, in around that time, you know, EDS took
6 on board a decision to say we needed people that
7 had current knowledge of the billing systems, so it
8 was a group that was working on development and
9 conversion activity. And then a separate group
10 that was going to take on board support for all of
11 the existing applications. At that point in time I
12 really -- my main mission in life was to support
13 all of the existing applications, including the
14 billing applications.

15 So, in and around, say, January time
16 frame of '91, I had chief, you know, had the
17 responsibility for what were then Microtel's
18 billing systems, Telus' billing systems, Satelco
19 billing that was being done in San Antonio, and
20 other acquisitions that had been out there.

21 Q. In your role as a person responsible
22 for Telus' billing system in January '94 --

23 A. No, '91.

24 Q. Pardon me, '91.

25 A. That's okay.

1 Q. -- did you become aware of any problems
2 with Telus' billing system?

3 A. You know, only those that were, you
4 know, common to some of the other systems that we
5 had, which were, you know, trying to meet the
6 monthly billing schedules. Ability to post cash on
7 a timely fashion. And subsequent to that, you
8 know, we did identify after we went through the
9 process of looking at some of the call timing
10 issues, that, in fact, there had been an issue with
11 call timing on Telus as well.

12 Q. That's a nine-second problem?

13 A. Yes, sir.

14 Q. That was identified while you were at
15 EDS?

16 A. Yes.

17 Q. Other than the problems with meeting
18 the monthly schedules, posting cash and the
19 nine-second call timing problem, did you identify
20 any other problems with Telus' billing system?

21 A. Not that I recall specifically. I
22 think there were, you know, again, normal
23 production problems that we would work through.

24 Q. What are the normal production
25 problems?

1 A. Say, if a customer's rates had been
2 entered into the system incorrectly, we would go
3 back and re-rate the customer and reproduce their
4 bill.

5 If a gap had been identified in
6 traffic, we would go back, pick that traffic up
7 and, you know, process it for a subsequent month.
8 Those kinds of issues.

9 Q. When you answered my question about any
10 problems identified, other than the three problems,
11 you said you couldn't remember specifically.

12 A. Uh-huh.

13 Q. Let me ask you, do you remember
14 generally any other problems with Telus' billing
15 system, other than the ones you've described to me?

16 A. Yeah, I'm trying to think.

17 No, but if you ask me some questions,
18 something might refresh my memory, frankly.

19 Q. How was the nine-second problem
20 originally identified?

21 MR. GIMBEL: If you know.

22 THE WITNESS: I don't remember the
23 exact, you know, identification. I think it
24 came about -- identification came about in
25 looking at some call timing tests.

1 BY MR. PARSONS:

2 Q. Did you ever track down the code that
3 was responsible for the nine-second problem?

4 A. Where?

5 Q. Anywhere. I assume at the switch.

6 A. No; you probably would have to be a
7 little more specific.

8 Q. Presumably somewhere in the computer
9 software at Telus there was a line of code that
10 automatically added over a period of time, nine
11 seconds to each call. Am I correct about that?

12 A. Yeah. We -- I mean the programming
13 question, I think, in fact, was presented as part
14 of the Dohan case, and I suppose in one of the
15 boxes of paper, you may have already seen that was
16 probably in there.

17 Q. What program was it? Did it have a
18 name of some sort, procedure, a module, an object?

19 A. In preparation for that case, I had
20 reviewed the code, and that -- and it's been a
21 while. I don't remember the exact program name.

22 Q. When you reviewed the code, what
23 exactly did you review? Printouts of --

24 A. Uh-huh.

25 Q. -- code?

1 A. Yes.

2 Q. What language was it?

3 A. COBOL.

4 Q. Did you review just that particular
5 program or procedure or whatever, or did you review
6 all the code that was being used by Telus at the
7 time for billing?

8 A. I think there was a couple of programs,
9 one or two programs that, you know, program
10 listings that were available.

11 Q. You're fluent in COBOL, sir?

12 A. Yes.

13 Q. Would you consider yourself an expert
14 programmer in COBOL?

15 A. I've taught it before.

16 Q. So yes?

17 A. Yes.

18 Q. In your professional opinion, was it
19 buggy code?

20 A. Be more specific.

21 Q. I probably asked the question poorly.
22 Obviously the code executed, correct?

23 A. Uh-huh.

24 Q. Was it well-written COBOL code?

25 A. You know, that's, of course, very

1 judgemental. I think at the time, what we
2 identified, there were certain standards that would
3 usually be followed in COBOL coding.

4 One of the, you know, issues that came
5 up during review of the programs was techniques
6 that were followed. And then, you know, because we
7 had the hard copy, there was a question at the time
8 about did we have the one that was actually running
9 in production. And, while we didn't, we ran some
10 test calls through and were able to map that back
11 to what was actually in the code.

12 I understand you have a little computer
13 background yourself, so without kind of boring you
14 or whatever, we did not have the daytime stamp on
15 the executable write object, but we had the hard
16 copy listing. Then we ran, you know, samples of
17 test calls. And in the case, primarily that we
18 were interested in looking at the nine seconds, and
19 it was actually pretty straightforward to see where
20 that nine seconds had happened, and before and
21 after.

22 Q. Setting aside the nine seconds for the
23 time being, in your experience as an expert COBOL
24 programmer and a teacher of good COBOL programming
25 skills to students, was it well-written code?

1 A. I think then, and I haven't taught
2 COBOL in a number of years, but what was being
3 taught was usually a structured technique. The
4 program did not probably adhere to, you know, good
5 structured techniques, although some of the
6 constraints as far as trying to use comments and
7 indentations for if/and/else logic and other kinds
8 of things, looked like they were in code. It was
9 probably -- I wouldn't hold it up as the finest
10 example of COBOL code I've ever seen.

11 Q. Did you ever find out who wrote the
12 code?

13 A. We had, from the documentation at the
14 top, again, it's kind of a standard in COBOL
15 programs, you know. There's actually an author
16 that's one of the key words in COBOL, and we had
17 the name, but we couldn't validate whether or not
18 that was the original author or not, or whether the
19 person had over-typed that as part of the program.

20 Q. What was the name?

21 A. Gees. From memory, it was possibly
22 David Resposo or Joe -- Jose Alvarez.

23 Q. Now, from running the executable,
24 looking at the source code, comparing it, you're
25 able to track down the nine-second code.

1 A. Yes.

2 Q. Did you find any other code in there
3 that appeared to you to be a bug or a problem or
4 not to produce an intended effect in the program,
5 an error or --

6 A. Not at the time, no. I didn't -- I
7 mean, I took a general view of the program, and I
8 think the way the code was set up, there were
9 certain areas where the call timing logic or the
10 call processing was actually being performed, and I
11 think I spent more time looking at that.

12 Q. That was a different part of the source
13 code?

14 A. It was in a couple specific areas in
15 the code, yeah.

16 Q. When you reviewed the code on call
17 timing and logic, what did you find?

18 A. I actually found in there where there
19 was -- I believe it was a field, because I don't
20 think it was -- I mean, it was a variable name that
21 was either set to a constant or had a constant
22 value to add in the nine seconds. It was actually
23 done as, I believe, three tics, because the switch
24 actually measures in three-second increments.

25 Q. Did you discern any other problem in

1 the call timing or logic portions of the software?

2 A. Again, not that I recall.

3 Q. In your review of the software, did you
4 set out to find where the nine-second problem
5 originated, or is it more of an overview of whether
6 there was any problems with the software?

7 A. I think initially, you know, it was,
8 could you look at this program. It was a program
9 that I hadn't looked at in I don't know how many
10 years. Then I think subsequent to that, well,
11 could you identify where the call timing and the
12 logic was. Then, certainly, with the test we ran,
13 and that they were pretty focused on call timing
14 issues.

15 Q. Did you know in advance you were
16 looking for a nine-second problem, or did you
17 actually find that or import that and were told you
18 found it?

19 A. I think at the time I was
20 aware -- prior to looking at the program, that
21 there was something to look for.

22 Q. Is the software we've been talking
23 about regarding call timing and logic, software
24 that executes at the switch or elsewhere?

25 A. No; it actually executed on a tandem

1 computer that was run, you know, by Telus and its
2 predecessor companies. And it was run in a Miami
3 data center that's -- geez, I'm trying to remember
4 the street it was on. It's off the Palmetto, like
5 the first exit.

6 Q. Right.

7 A. In the old buildings that, you know,
8 Telus was in.

9 Q. Let me ask you a broad question. In
10 looking at any of the software that you understood
11 executed at Telus, did you ever discern any problem
12 with billing or timing, other than the nine-second
13 problem?

14 MR. GIMBEL: It's been asked and
15 answered.

16 THE WITNESS: I -- you know, like I
17 say, during that review, none.

18 BY MR. PARSONS:

19 Q. You limit your answer to during that
20 review. Did you discern something at some other
21 point in time?

22 A. No. The only reason I was saying that
23 is, you know, I haven't looked at the code in a
24 long time, so my recollection is that, you know, we
25 went through the call timing, and at that point I

1 identified in a fair amount of detail, went through
2 the whole thing on the nine seconds.

3 Q. Do you know if anyone other than
4 yourself has ever reviewed Telus' software to look
5 for problems in billing or timing?

6 A. Well, I know during one of the
7 depositions, Eric Bott sat in, and I believe Eric
8 was reviewing the code. I mean, he looked through
9 the programming listing. I don't know, maybe he
10 knows something about COBOL. I'm not sure.

11 Q. Anyone else?

12 A. Not that I'm aware of.

13 MR. GIMBEL: If at any time you need to
14 take a break, just tell us.

15 THE WITNESS: I'm okay.

16 MR. PARSONS: I was going to work until
17 around 11, then take a break. I need
18 something to drink because my voice is getting
19 worse.

20 MR. GIMBEL: Sure.

21 BY MR. PARSONS:

22 Q. Mr. Holop, you said that when you were
23 responsible for Telus' billing system in 1991, you
24 identified problems regarding meeting monthly
25 schedules, posting cash, call timing and production

1 problems. All those seem to me like very specific
2 problems. Did you ever discern any systematic
3 problem other than the nine-second problem, with
4 billing or timing at the Telus system?

5 A. Not -- not that I recall. Nothing
6 specific.

7 Q. For example, posting cash, that's more
8 a human problem of making sure that the entry is
9 made timely.

10 A. Well, actually -- let me -- a lot of
11 the designs, because you had asked earlier about
12 batching onlines, a lot of the systems we were
13 using at the time were designed so that the theory
14 was, during the day working hours, nine to five,
15 you would allow for online activity. And then
16 after the normal business hours, you would shut the
17 system down effectively, take a backup and do batch
18 processing. And for lower volume, that certainly
19 makes great sense.

20 The problem you run into is that if, as
21 an example, your batch cycle runs over, then you
22 limit potentially the online window that's
23 available for a person to work on the system. So
24 those were some of the challenges that we were
25 working on at the time.

1 Q. What was the problem with posting cash
2 that you identified?

3 A. It had to do with the online, you know,
4 window that was available to the back end
5 financials. I think we were not able to post every
6 day. We posted just like every other day, just
7 because of the daily processing.

8 Q. If there was a big backup in the batch
9 processing such that you had a very small online
10 window, could a posting be missed entirely of cash?

11 A. No. Actually, I don't believe that was
12 possible. I think the people that were involved at
13 the time, and, you know, almost to my amazement at
14 times, the accounting controls were pretty strong
15 back then. It's probably something that as a
16 company, throughout history, we've kind of prided
17 ourselves on. And I think that was in place even
18 back then on the financial side.

19 The other thing is that, you know, we
20 also had impetus to get billing out timely, and
21 report revenue timely. So, you know, the people
22 that were on the finance side of the house applied
23 a fair amount of pressure to come up with creative
24 ways to address those issues.

25 Q. When you say "we" in your answer, you

1 were talking about Telus after it was acquired by
2 ATC?

3 A. Yes. I was referring actually to the
4 time when I had responsibility for it.

5 Q. Before you had responsibility for it,
6 there was still that same cash posting problem at
7 that point, because you hadn't fixed it yet, right?

8 A. Yeah. And again, I think it was dealt
9 with as, you know, the accounting controls and
10 audits and those kinds of things, uh-huh.

11 Q. Do you have any knowledge of what the
12 accounting controls were that were in place before
13 you took over responsibility for Telus?

14 A. No, I don't.

15 Q. Who would know about that, sir?

16 A. I'm not sure.

17 Q. You also identified a problem of
18 meeting monthly schedules.

19 A. Right.

20 Q. Could you explain what that is?

21 A. The goal that we have out is to try and
22 get billing cycles completed, you know, within five
23 to seven working days after the last call at
24 midnight from the last switch that we process on.
25 And I believe at the time we were probably running,

1 you know, a couple of, three days beyond that.
2 Maybe like eight to ten days in terms of
3 processing.

4 Q. When you took over responsibility at
5 Telus for billing, were there any changes or
6 controls you implemented regarding monthly
7 scheduling?

8 A. I can't recall specifically. I know we
9 put a focus on just the review; kind of a normal
10 review of, you know, backup, recovery, the
11 schedules that were in place at the time.

12 Q. And that focus did not exist prior to
13 the time you took over?

14 A. I'm not aware whether it did or it
15 didn't. I just, you know -- that's my background,
16 so I can't speak for others.

17 Q. Was there a particular individual you
18 replaced at Telus?

19 A. I think prior to making that change, I
20 think they reported in to Joe Signorelli, and, you
21 know, other people that were working for Joe.

22 Q. Do you know where Joe Signorelli is
23 today?

24 A. I can never remember the cruise line he
25 works for. I believe he's still working for a

1 cruise line down here in Fort Lauderdale.

2 Q. Carnival?

3 A. No. Renaissance, possibly. I think he
4 lives in Boca.

5 Q. Did Mr. Signorelli ever work for
6 WorldCom LDDS after you replaced him at Telus?

7 A. No. Joe transitioned to EDS like I
8 did, January 1, 1991. And then he was with EDS
9 for -- let's see -- maybe a couple years, and then
10 he went on to greener pastures.

11 Q. Did you know a gentleman named Dan
12 Merritt?

13 A. Yes.

14 Q. What was Dan Merritt's involvement in
15 the acquisition of Telus and the review of Telus'
16 software?

17 A. Let's see. Dan actually was at one
18 time the vice-president for Satalco, and may have
19 retained that vice-president title with ATC when
20 ATC acquired Satalco.

21 At the time I believe that ATC acquired
22 Microtel, Ed Janowsky was put in charge of
23 information services technologies, then Dan
24 reported to Ed. At which point, I guess, Dan may
25 have become a director and no longer was a

1 vice-president.

2 In 1990, probably like the middle of
3 the year, there was a period of time when Dan
4 actually reported to Ray Yeager, when the Janowsky,
5 Yeager shift was made. And then in the end of
6 October, in the November time frame, a decision was
7 taken to let Ray Yeager -- it was worked out that
8 Ray left the company, however that happened. And
9 at that time, no one was named to replace Ray. But
10 then right prior to the deal with EDS, a decision
11 was taken to have Dan Merritt and his
12 administrative assistant remain as the sole IT
13 employees for ATC. Effectively, on January 1,
14 1991, Dan became my customer, if you will.

15 Q. Did Dan have some special role in
16 analyzing the nine-second problem?

17 A. As the interface point back to the user
18 community, I think he was a person that, you know,
19 saw the documentation and stuff like that.

20 Q. Did he work on any other perceived
21 problems with Telus or ATC's billing system, other
22 than the nine-second problem?

23 A. I am not aware of anything, but, again,
24 you know, I just don't recall.

25 I mean, Dan worked for me right before

1 he left the company for a brief period of time.
2 But during that time frame, in kind of '91/'92,
3 what have you, he was the ATC employee. I was at
4 that time working for EDS.

5 Q. I think you used a term, he was a user
6 interface for customers, or customer interface.

7 A. Yeah. I mean, he was the interface
8 between EDS and the users, on a --

9 Q. The users being the telephone company
10 customers?

11 A. No, no. The users being the internal,
12 at the time, say, ATC employees. And in
13 particular, probably, you know, more of the senior
14 management of the company.

15 Q. Is Dan Merritt in Austin, to your
16 knowledge, today?

17 A. He could be. I don't know. I haven't
18 talked to him in several years.

19 Q. Have you heard through rumor or the
20 grapevine where he might be working?

21 A. If he's in Austin, he's probably
22 working for IXC Corporation.

23 Q. IXC?

24 A. Yes. I think it's IXC Communications
25 Corporation.

1 Q. Would you know his full name, sir,
2 including a middle name or a middle initial?

3 A. I don't know his middle name. I know
4 his middle initial was B. It's Daniel B. Merritt.

5 Q. Daniel Boone, perhaps?

6 A. I'm not sure. I think if he was in the
7 room you probably wouldn't make that joke.

8 No, I don't know what his middle name
9 was.

10 MR. PARSONS: If it's convenient for
11 you gentlemen, I suggest we take a ten minute
12 break now.

13 (Thereupon a brief recess was taken,
14 after which the following proceedings were had:)

15 BY MR. PARSONS:

16 Q. Back on the record.

17 Mr. Holop, let me change subjects for a
18 minute and ask you about the information that
19 passed through Telus' billing system while you had
20 responsibility for the system.

21 Let me start with a general question.
22 Where did the information used in billing come
23 from? Where did it originate at Telus?

24 A. It's a broad question, so --

25 Q. I assume some information came from the

1 switch that Telus used, for example.

2 A. Yes.

3 Q. What sort of information came from the
4 switch?

5 A. What is referred to as CDRs. Some
6 people call them call detail records; a call detail
7 report. We would actually get that information
8 from the switch in some kind of media fashion,
9 either magnetic tape, transmission, or those were
10 the primary vehicles.

11 Q. How many switches did Telus have?

12 A. I guess that's a question of when.

13 Q. I guess, starting before you arrived
14 and through your responsibility.

15 A. To the best of my knowledge, and I
16 don't know when the turnup of the switch was -- the
17 implementation is a better word -- they were
18 working with a switch in Miami and a switch in
19 Tampa.

20 Again, I'm not sure of the specific
21 dates when they were up.

22 Q. Do you know what manufacture and model
23 the switch was in Miami?

24 A. The manufacturer of the switch, I
25 believe, was from Digital Switch Corporation, DSC.

1 And the model, I believe at the time, was a 400,
2 I'm not sure off the top of my head. I believe it
3 was just the 400, not the 400S. And there's a
4 distinction between switch software loads that
5 could be put on the switch.

6 Q. Did Telus own that switch, or lease
7 that switch, or something else?

8 A. I'm not sure.

9 Q. Do you know if the traffic of
10 Telecommunications Services, Inc. went over that
11 switch?

12 A. To the best of my knowledge, yes.

13 Q. Did the switch have a hard drive?

14 A. Yes.

15 MR. GIMBEL: Let me just clarify for a
16 second the time. This is before he got there,
17 you're asking him?

18 THE WITNESS: Yeah; I mean, let me say
19 this. A switch is really a special purpose
20 computer, for clarification. The switch acts
21 as a processor.

22 And the question was, did it have a
23 hard drive. That's an assumption on my part,
24 actually, because I was not responsible for
25 engineering or the network side of the house.

1 But I would assume as part of a standard
2 configuration, that it would have to have some
3 type of storage. I use the term hard drive,
4 and that's a synonymous term for storage.

5 BY MR. PARSONS:

6 Q. There was some sort of data storage on
7 the switch to record information about the calls
8 that were being switched?

9 A. Most likely, yeah.

10 Q. At some point the information from the
11 switch on the calls, the cars, were transmitted to
12 Telus, and later, ATC, right?

13 A. Yeah. Again, from a frame of
14 reference, I'm not sure at which points those
15 switches were brought up using X.25, which is a
16 transmission protocol. But I believe at the time
17 that -- I believe at the time that I took over,
18 there was already an X.25 running.

19 Now, without -- to provide background
20 on this to help where your questions are going,
21 I'll try and provide a frame of reference here.
22 The switches actually recorded what's known as
23 batches, okay. So the calls would actually come
24 in, and either based on a volume that was set in
25 the switch, which I'm not sure what the threshold

1 was, or time parameters, again, I'm not certain
2 what the time parameters were, the switch would cut
3 the batch off. When the batch was cut off, the
4 batch would be backed up to tape at the switch, at
5 the time. There were tape drives, I believe,
6 connected to the switch. And with the X.25 in
7 place, as the calls were being processed, we would
8 actually receive the calls that were into that
9 batch.

10 The calls at the time were received
11 into a process in the Miami tandem. It was
12 actually running as a non-stop program and was
13 written in, I believe, TAL, which was a Tandem
14 Assembly Language code. And those were brought in,
15 quote, near real-time.

16 As the batch closed, the calls that
17 were brought in near real-time were placed in a,
18 you know, quote, file batch, and then those were
19 really the start, if you will, of the processing
20 that would be done for, you know, call processing,
21 rating, and then eventually, you know, billing to
22 get the calls on a bill.

23 Q. Am I correct, if I'm following you,
24 that after X.25 was in place, Telus, or ATC
25 actually had the call detail in two formats,

1 real-time over the X.25, and then as a batch file
2 on the tape?

3 A. Yeah. And there was a point in time
4 where the X.25 record, and I believe back then, you
5 know, they were both in TBCD, which is telephone
6 binary coded decimal formats. The X.25 format and
7 the batch format were identical, but the actual
8 records that were on there, you know, tests were
9 run by the manufacturer, and then by, you know, as
10 we would turn a new switch up, we would test to
11 make sure that those were identical.

12 The only difference was that the X.25
13 was using a protocol. So the start records for the
14 batch would have some header record information
15 that was specific to X.25, and some trailer record
16 information that was specific to X.25, where when
17 we would cut the tape, you wouldn't get those
18 control records on the batch.

19 Q. Why did you use two different forms for
20 getting the information to headquarters?

21 A. Actually, once the X.25 was up,
22 implemented, I believe the billing was done off of
23 the X.25. If at any point there was a problem, you
24 know, with a X.25 transmission or whatever, the
25 tape was used as a backup at the time. And I can't

1 tell you the specific time this was done, but
2 subsequent to that we went to actually doing the
3 backups away from the switch.

4 So we had X.25, a primary and secondary
5 up, that were both actually, you know, polling back
6 from the switch, and the backup was actually done
7 on the receipt side. So there was no physical tape
8 drive hung off the switch, and that is consistent
9 with the practice that we follow in the company
10 today.

11 You asked earlier about does the switch
12 have storage. Again, my assumption is that it
13 would have. I can't tell you how big the storage
14 was, you know, back then. My assumption is, and
15 the practice that's been followed is we usually try
16 and have enough storage there so we can save off
17 approximately five days of capacity.

18 Q. Was the storage at the switch a backup
19 to the tapes that were hung at the switch?

20 A. That's not really a backup, because the
21 process for the online storage was that at the end
22 of whatever the capacity was, whether that was, you
23 know, three days, five days, seven days, ten days
24 worth of storage, it would then begin to overwrite,
25 and it was using a technique where it was actually

1 appending to the end of the files that were there.
2 So it would begin to overwrite the oldest record
3 that was out there first, and then proceed into the
4 storage that was available.

5 Q. The upshot of all of this is that at
6 some point in time, every call detail record made
7 it onto a tape, some way, either onsite or off a
8 tape hung on the tandem computer; am I correct?

9 A. You know, again, if you're talking
10 about the period before '91, my assumption is that
11 you're correct.

12 I can't tell you when, but I'm pretty
13 sure there's been, you know, different FCC mandates
14 as for archival and storage on the data. And based
15 on that, your assumption is correct that, yeah,
16 there would be a backup of that data either at the
17 switch site or upon receipt in the computer
18 processing center.

19 Q. To your knowledge, has any procedure
20 been followed to collect the backup tapes from the
21 Miami Telus switch for posterity?

22 A. The only thing that I'm aware of, and I
23 guess that was a second note on your schedule
24 there, is actually the tapes that were saved off,
25 during a request, it was actually a subpoena for

1 information pertaining to Microtel. And at the
2 time that that was done, I believe when we got the
3 subpoena, Dan Merritt was actually, again, the ATC
4 employee, information services. He gave me the
5 subpoena, or a copy of the subpoena, and asked that
6 we not only save the Microtel data, but we save the
7 Telus data as well. And we did.

8 At the time, to the best of my
9 recollection, the FCC had actually instituted a
10 change. At one time we were saving seven years
11 worth of data, and it happened that there was a
12 change whereby we were only requested to save 18
13 months. So, if you look at when we got that, I
14 think we tried to do the best job we could to save
15 off, you know, whatever was available, based on the
16 rolling 18 months at the time.

17 Q. So you would have had a minimum of 18
18 months data saved, because you would be
19 accumulating that pursuant to the FCC rules?

20 A. Yeah. And I believe that was the case.

21 Q. Were you actually able to go beyond the
22 18 months, because there were tapes that had not
23 yet been reused?

24 A. I don't recall, you know,
25 specifically. I know we have an inventory that's

1 been provided, but I don't recall the exact days
2 and months that we saved off.

3 Q. Has the 18 months of tape been
4 available up to this point? Has anything happened
5 to them?

6 A. No. I think, you know, we had EDS, who
7 was doing the processing, actually saving them off.

8 I think, because of tests that were
9 requested as part of the nine-second issue, and,
10 you know, you have the record from the Dohan case,
11 we re-ran samples of the tapes just to, in fact,
12 prove out that, you know, when that occurred; the
13 nine seconds on and nine seconds off.

14 Other than that, I think they're just
15 stored. I'm not aware of anything else.

16 Q. Are there any gaps in the 18 months?

17 A. That, I'm not sure of. I think it was
18 inventory that has been moved from one site to
19 another. And I know when we went through the Dohan
20 case, we are talking about round reel magnetic
21 media, that, you know, does have a useful life.
22 And I know some of the tapes that were in the
23 original request we were not able to read because,
24 you know, the media had actually, you know,
25 experienced some corruption just from shelf life.

1 Q. Do you know when the last time was that
2 anyone tried to read those tapes?

3 A. Let's see. It was probably prior-- I'm
4 not sure of the exact date, but it was like prior
5 to the Dohan, I think it was, like, the second
6 deposition in the Dohan case. I think as part of
7 that we had run some tests, so it must have been
8 the early part of '97, maybe. March/April,
9 somewhere in there, maybe.

10 Q. Are the tapes in this building?

11 A. I'm not sure.

12 Q. Do you know if the tapes are secure?

13 A. I believe they are; yeah.

14 Q. Are they with your lawyer?

15 A. I'm not sure.

16 Q. Am I correct that the tapes are
17 essentially one long database of records, each
18 record being one call detail record?

19 A. I'm not sure if database is the proper
20 term.

21 Q. The information that's on the tapes is
22 stored as records, am I correct so far?

23 A. Yes.

24 Q. Each record has a number of fields?

25 A. Yes.

1 Q. Each field is some number of bytes
2 long?

3 A. Yeah, you could convert it back to
4 bytes, uh-huh.

5 MR. GIMBEL: Can I ask you a question.
6 I have no objection, but just so we don't like
7 start, stop and go -- if you want to roll --
8 you're going to kind of roll this into the
9 other one?

10 MR. PARSONS: Yes.

11 MR. GIMBEL: That's fine. Just so
12 we... okay. So we're not going to start and
13 stop, start a second deposition just on that?
14 Because if you are, then I would say let's
15 just wait until you do that, until you get the
16 list.

17 MR. PARSONS: I would like to roll them
18 together, if you have no objection.

19 MR. GIMBEL: No. So that when we're
20 done with him, we're done, is what I'm getting
21 at.

22 MR. PARSONS: Yes.

23 BY MR. PARSONS:

24 Q. Are they fixed length records?

25 A. Let's see. To the best of my

1 recollection, I believe the switch load we were
2 using at the time was a fixed length record.

3 MR. PARSONS: Could you mark this
4 No. 2.

5 (Thereupon a document was marked
6 Boca Exhibit No. 2 for Identification to the
7 deposition.)

8 BY MR. PARSONS:

9 Q. Mr. Holop, I'm handing to you and your
10 lawyer a copy of Boca Exhibit No. 2. Let me ask
11 you if you've seen the first page of this exhibit,
12 which appears to be a letter from Mr. Irwin Frost
13 to Mr. Ruddy McGlashan, dated June 10, 1992?

14 A. I don't believe I have.

15 Q. Sir, if you could page through the
16 exhibit until you get to the page entitled, "ATC
17 Long Distance Magnetic Tape Format Rated Call
18 Record 220 bytes." Do you recognize this page,
19 sir? And if it helps you, please look at it in
20 conjunction with the next two pages, which is
21 entitled "Standard Tape Format."

22 A. Yes. At some point I'm sure I've seen
23 this in the past.

24 Q. Could you tell me what it is, please?

25 A. Let me just look at it carefully.

1 I believe what this is is the record
2 layout that would have been output for customers
3 that requested magnetic media for calls we were
4 processing for them.

5 Q. Is that also what the next two pages
6 are?

7 A. I think the first one just shows some
8 of the content value of fields for what the values
9 are. This is on reference 2989.

10 MR. GIMBEL: That's a Bates stamp,
11 that's what we call a Bates stamp.

12 THE WITNESS: Bates stamp. Pardon me.

13 Then on Bates stamp 2990 it actually
14 has the individual fields, showing field
15 description, length. The ANI is basically a
16 designation of as to whether a numeric or
17 alphanumeric field, and then the relative
18 location is basically just where it begins in
19 this record.

20 BY MR. PARSONS:

21 Q. Is this the same format as the format
22 used for the call detail records on the Telus
23 backup tapes?

24 A. No.

25 Q. Does the backup tape format have

1 additional fields that this format does not?

2 A. Without looking at the switch software
3 load, compare it against this, I wouldn't be able
4 to tell you this.

5 Q. Have you seen a format for the cars on
6 the backup tape at any time in the last year?

7 A. No. For clarification, the backup
8 tapes and what's required as part of the FCC, is
9 the raw physical backup of the calls. Those are
10 in, you know, telephone binary coded decimal, which
11 are actually bit mapped into those fields.

12 Q. So there's no alpha information at all
13 in the backup tapes?

14 A. I think if you dumped it down with
15 something that was using like a hexadecimal, you
16 know, kind of dump, you would actually, probably
17 see it represented in alpha characters, but those
18 are just alpha representations of bit map strains.

19 Q. Let me see if I can phrase this
20 question the right way.

21 What we have here in front of you is a
22 format for magnetic tape output for a particular
23 customer, am I correct so far?

24 A. Yeah. What this represents is, this
25 represents the rated records that have gone through

1 a particular call processing and rating system.

2 Now, one thing that I do want to point
3 out on the record is, this says ATC long distance,
4 and the date that you showed on the memo, okay, is
5 June 10, 1992. I don't -- well, what I wanted to
6 say is in May of '92, we converted to the IX-Plus
7 system. I can't say with absolute certainty, but
8 this record layout looks like the standard layout
9 that we were probably using for IX-Plus. So this
10 would be matching what we were then outputting out
11 of our standard system, which, in fact, we use
12 today.

13 Q. Would the information that's recorded
14 on a rated call record originate with the raw CDR
15 information on tape?

16 A. Parts of it would, yes.

17 Q. So you would start with the raw CDR,
18 and you would have to filter that in some fashion
19 to get the rated call record?

20 A. Yes. Against reference data.

21 Q. You would filter it by, say, if you're
22 interested in the calls for a particular customer,
23 by filtering out all records except for that
24 particular customer?

25 A. No. When we process -- let me be

1 clear. When we process, whether it was then or
2 now, or probably in the future, every call that
3 comes off the switch, we read through our call
4 processing systems. We make an evaluation about,
5 you know, the validity of the call. Then we make a
6 determination about who the call record belongs
7 to.

8 You used the word "filter." We don't
9 run a filter. You didn't ask it as a question, but
10 if you're asking could that be done, supposing this
11 information were available, it's possible. But --

12 Q. Let me ask it this way: Presumably,
13 somehow you had to go from the raw call detail
14 record --

15 A. Uh-huh.

16 Q. -- okay, to a collection of records for
17 a particular customer for billing purposes.

18 A. Sure.

19 Q. How did you accomplish that?

20 A. Well, it would depend on the customer.

21 Q. Say it's Telecommunications Services,
22 Inc.

23 A. To the best of my knowledge, what we
24 used were ANIs, which are synonymous with the
25 telephone number. Or 800 numbers, if there were

1 800 numbers out there. Or possibly auth codes for
2 travel calls, or for customers that were not in an
3 equal access or 1-Plus originating area.

4 Q. You understand, sir, that for a period
5 of time my client, I'll call it T.S.I., for short,
6 received from ATC Transcall, bills which T.S.I.
7 then forwarded to the end-user.

8 A. Yeah, I'm aware that -- in essence, we
9 were doing billing on behalf of, I think...

10 Q. Okay. I want to understand how that
11 was accomplished in light of your testimony now.

12 A. Okay.

13 Q. What was happening is that ATC was
14 actually looking primarily for ANIs in the call
15 detail record for every end-user that T.S.I. had as
16 a customer. Then actually taking all key call
17 detail records for that ANI, which represented then
18 the bill for that particular customer.

19 MR. GIMBEL: Object to the form of the
20 question. Are you saying that's what happened
21 or are you asking him?

22 MR. PARSONS: I made a declarative
23 sentence rather than a question, because it
24 was complicated.

25 BY MR. PARSONS:

1 Q. Can you tell me if I got it right or
2 how I got it wrong?

3 MR. GIMBEL: Objection to the form of
4 the question.

5 THE WITNESS: Let me just say this for
6 clarification. One -- and this goes back to
7 questions you were asking earlier -- when I
8 was referring to the program in question that
9 I looked at, I had looked at call processing
10 logic. So that we're clear and you're clear,
11 I have not reviewed in detail the programs
12 that actually did all of the rating, the
13 billing, the discounting, the tax, the bill
14 formatting, and even the format of this
15 standard format that we're looking at that you
16 just showed me on the June 10, '92 memo.

17 BY MR. PARSONS:

18 Q. So we're clear, even though you didn't
19 look at the actual software, being responsible for
20 billing, you did have an understanding of what was
21 happening within the billing system?

22 A. Yes. I just wanted to clarify that.

23 Q. Go ahead.

24 A. As far as what was going on
25 specifically with T.S.I., I mean I was not

1 responsible for signing the customer, you know,
2 signing the contract, bringing the customer up, and
3 that. So what I'm about to say is, my
4 understanding, from a retrospective standpoint
5 about how this was going on.

6 Q. Okay.

7 A. You know, I guess in some fashion I
8 would probably consider myself near an expert on
9 dealing with call processing at this point, so I'm
10 probably as good as it gets from that vantage
11 point. Clearly, there was reference data that
12 would have been entered into the tandem billing
13 system, and also would have to be loaded into the
14 switch. So the ANI telephone number that your
15 customer, or pardon me, your client that you're
16 representing, has out there, would supply to, you
17 know, Telus, ATC, WorldCom, you know, whatever
18 predecessor companies at the time this was going
19 on, the ANI would get supplied, and that number
20 would get loaded into the switch and would also get
21 loaded into the billing system. Based on the
22 entry, without going into all the specific detail,
23 that ANI was then used as reference data to select
24 the call detail record that was being processed.

25 Q. When you say the ANI, you mean the

1 end-user telephone number, or an ANI that was just
2 a code saying this is a T.S.I. customer?

3 A. The value that is in the CDR record,
4 the value that's referenced in the standard tape
5 format, the value -- and I've not looked at any of
6 them, but on the bill, if it showed an originating
7 ANI or the ANI that was an end customer of
8 T.S.I.'s, that Telus or one of the companies
9 produced the bill for, would be the telephone
10 number of that end customer. So it's the same
11 number.

12 The only time there's a reference for
13 something other than the telephone number is,
14 again, if that particular area, from a calling
15 standpoint, was not able to dial 1-Plus, and would
16 have to use an authorization code to actually place
17 the call. Or if it was a travel call, in which
18 case they would again use an authorization code.

19 Q. Would the authorization code be unique
20 to T.S.I., or T.S.I. traffic?

21 A. Actually, I believe it was unique to
22 the individual T.S.I. end customer.

23 Q. So you've got either an ANI which is
24 unique to the end-user, or an authorized code which
25 is unique to the end-user, and that's how T.S.I.

1 end-users were separated from all other call detail
2 records for billing purposes?

3 A. Right. Because the T.S.I. end
4 customers were riding the same trunk groups that
5 the then Telus customers were riding.

6 Q. If you could just bear with me for a
7 second. I'm thinking from a programming standpoint
8 how this must have been done.

9 You have an ANI. You then have a list
10 of every single ANI of which Telus has knowledge.
11 You have to take the ANI in the call detail record
12 and literally do a traverse through every single
13 one of the possible ANIs until you get a match?

14 A. Well, hopefully you have an index on
15 the file, so there's an index that's billed. The
16 index would say you have a group of records.

17 Let's say the group of records -- to
18 use your term, database, there's a database. Then
19 you would have data in one area and an index in
20 another area. The index would be a reference back
21 to, let's say, that specific ANI. So in reality,
22 you might actually be able to do one read into the
23 index, one read to the data file, and get the
24 record back that you were looking for.

25 Q. It might also be at the very bottom of

1 the index, so you have a binary tree index, and you
2 take a lot of computer time to do that?

3 A. Possibly.

4 Q. Why didn't you do it this way -- by
5 "you" I mean ATC or Transcall or Telus -- which is
6 just put a field in the record which says, you
7 know, this is an IXC or not an IXC call, and if
8 it's an IXC call, it's T.S.I. or whoever the other
9 candidates are?

10 MR. GIMBEL: Objection; form of the
11 question.

12 BY MR. PARSONS:

13 Q. You can answer, sir.

14 A. I really, you know, wasn't involved in
15 the design of the system. And I'm not really sure
16 what the original design was intended or wasn't
17 intended to do.

18 You know, I'm explaining to you how I
19 understand that it works. And, again, since I
20 didn't look at the code, you know, you haven't
21 looked at the code, it's hard, you know, to say
22 whether it was a good design or bad design.

23 The fact of the matter is that we
24 processed calls, we rated calls, we produced bills,
25 and, you know, to the best of my knowledge, again,

1 with the exception of some issues that I pointed
2 out earlier, you know, we were able to go ahead and
3 meet the needs of many of the customers.

4 You know, as far as what you're asking
5 about, how to identify the ANI identification, and
6 again, this is my understanding, those ANIs were
7 tied to a quote/unquote, you know, some designator
8 to say this is a T.S.I. ANI or whatever.

9 I don't know what that was specifically
10 in the system. But the ANI, itself, belonged to
11 the end T.S.I. customer, so there was a method to
12 be able to say, these were T.S.I. ANIs, these are,
13 you know, Telus ANIs, if you will.

14 Q. Let me ask you this. Are you sure that
15 nowhere in the call detail record is there a field
16 with data that would indicate this is a T.S.I.
17 end-user?

18 A. Again, to the best of my knowledge
19 -- let me tell you what I'm basing my assumptions
20 on.

21 One, that they used the same CIC code
22 that Telus was using, which is a carrier
23 identification code at the time. They were on the
24 same trunk group. Therefore, as far as being able
25 to distinguish a T.S.I. from a Telus, to the best

1 of my knowledge, there's not anything on the record
2 that would do that.

3 Q. When you analyzed the CDR, and I guess
4 you said as recently as in 1997 that's on the mag
5 tape, did you have any reason to isolate calls from
6 one particular IXC or one particular end-user?

7 A. No.

8 Q. Have you ever done that sort of
9 analysis with regard to the Telus switch CDRs?

10 A. Have I ever done that?

11 Q. Yes, sir.

12 A. I don't believe for a specific
13 customer.

14 Q. For an IXC?

15 A. No. I think we looked at the
16 population of calls a long time ago, you know, in
17 the '91, you know, time frame.

18 Q. Would there be any way today to take
19 the CDR on the mag tape and run it, run the ANIs
20 against some index of T.S.I. ANIs so as to isolate
21 only the T.S.I. calls?

22 A. I'm not aware of -- the only thing that
23 I'm aware of that we have are the tapes that were
24 saved off that are in a telephone binary coded
25 decimal. Just from looking at this, and this is

1 from recollection, the record length is either 64
2 bytes or a hundred bytes. Again, that's one or the
3 other.

4 The DEX load version, I'm not even sure
5 what it is anymore. We've gone -- the version that
6 we tried to load in 1997, I believe, was switch
7 load version 26, and we could not pick up all the
8 fields even with 26. You know, at that point in
9 time we were either on -- I believe we were on a
10 version of 28, moving to 30. We're now on 32,
11 going to 34.

12 DSC is coming out with lots of switch
13 loads, and then versions of the switch loads even
14 for the main switch load that's out there.

15 So the only thing that we have is the
16 raw tape. I don't even -- I'm not aware of anybody
17 that has the matching switch layout, you know, the
18 record layout, so...

19 Q. Didn't you have the record layout when
20 you did your analysis in 1997?

21 A. No. What we had was, we had the -- as
22 of -- which again was an upgrade, so we were able
23 to select off key fields to perform that analysis.
24 So in answer to your question, we could probably
25 select off some of the fields, but --

1 Q. Did you select off the ANI field in
2 1997?

3 A. I'm trying to remember. I'm not sure
4 if we did or we didn't.

5 Q. Assuming --

6 A. I think we were primarily looking at
7 the time points and the answer qualifiers, so I
8 think we were primarily interested in time.

9 Q. Assuming you could select out the ANI
10 field, is there an index or a list of T.S.I. ANIs
11 to match it against, to your knowledge?

12 A. Not that I'm aware of.

13 Q. Presumably at some point in time there
14 was such an index or a list of my client's ANIs,
15 Telus and ATC?

16 A. Yes. The system that's in question was
17 decommissioned roughly midyear 1992.

18 Q. This is a tandem?

19 A. Yes, sir.

20 Q. So when that system was decommissioned,
21 that meant no more T.S.I. index or list?

22 A. I can't say subsequent to that, you
23 know, what happened if those customers were
24 converted, as an example, to IX-Plus, and then what
25 happened from there, I'm not aware.

1 Q. To your knowledge, as we sit here
2 today, is there anyplace within WorldCom, a list or
3 an index of T.S.I. ANIs?

4 MR. GIMBEL: Asked and answered.

5 THE WITNESS: Yeah; not to the best of
6 my knowledge.

7 BY MR. PARSONS:

8 Q. Now, I think toward the beginning of
9 our conversation about this subject you mentioned
10 that the call detail records were, in part, the
11 basis for billing to the customers.

12 A. (Nods head in the affirmative.)

13 Q. What else was involved in --
14 information was involved in the billing?

15 A. Yeah; I tried to answer that before.
16 It's what I've referred to as reference data.

17 Q. What is reference data?

18 A. Well, we were going through the ANI,
19 authorization code, 800 number --

20 Q. Let me stop you for a second. That
21 comes off the CDR, doesn't it?

22 A. What I'm saying is, to match up against
23 that. In essence, the data that would be created
24 associated with a customer at order entry time so
25 the order is actually entered, the information is

1 then collected about the customer, put into -- I
2 guess, you know, it's generically called billing
3 system, but contains order entry, customer service
4 billing, other functions.

5 Q. So the bill that goes to the customer
6 is a combination of the original order entry data,
7 plus the data that comes off the call detail
8 record?

9 A. That's fair. That's a fair statement.

10 Q. If you were asked to take the CDR
11 that's currently on mag tapes in some format and
12 isolate the ANI and read it, then try to determine
13 if that was a T.S.I. ANI, could you do it?

14 A. I guess in answer to the question, it
15 would determine if other information was available.

16 Q. The other information being a list of
17 T.S.I. ANIs?

18 A. And at least the proper switch software
19 load layout from DSC.

20 Q. When you say "switch software load
21 layout," that's the format of the CDR?

22 A. Correct.

23 Q. Have you been asked to do anything
24 similar to that?

25 A. In reference to what?

1 Q. To T.S.I.

2 A. No.

3 Q. In this litigation.

4 A. Not that I'm aware of.

5 Q. Would it be possible to determine, if
6 not conclusively, with a meaningful degree of
7 probability, that a particular call was a T.S.I.
8 call, from information on the originating switch,
9 if any, the originating trunk group, the
10 terminating trunk group, data such as that, from a
11 CDR?

12 A. To the best of my knowledge, no,
13 because they were on mixed or shared trunk groups.

14 Q. Was billing information that went to
15 the customer recorded in any fashion, other than in
16 the actual paper that went to the customer?

17 A. I think at one time there was backups
18 probably taken of the billings.

19 Q. What sort of format was that;
20 photographic, microfiche, document imaging?

21 A. I think it was probably magnetic media
22 that then was used to produce fiche. But I'm not a
23 hundred percent sure if fiche was available.

24 Q. Is any of the magnetic media, if you
25 know, for the period 1999 through 1992, available

1 currently?

2 A. To the best of my knowledge, no.

3 Q. Why wasn't it retained?

4 A. It's not a mandate to do that.

5 Q. Is there an FCC time limit on how long
6 that kind of information needs to be retained?

7 A. To the best of my knowledge, it's 18
8 months.

9 Q. Was that sort of billing information
10 ever stored on microfiche?

11 A. You asked me that. Yeah. I said it
12 might have been.

13 Q. I thought you were talking about
14 magnetic media.

15 A. No. I said the magnetic media was as a
16 backup, but it was also then used, whoever the
17 vendor we were using at the time, to produce
18 fiche. We actually would produce fiche off the
19 tape.

20 Q. I misunderstood. That's okay.
21 Had the microfiche been retained?

22 A. I am not aware of that. I was not
23 responsible for the retention of microfiche.

24 Q. Who would I go to within WorldCom to
25 find out if microfiche on the billing of T.S.I. by

1 ATC Transcall had been retained?

2 A. I would imagine you could go to someone
3 possibly in customer service, someone in the
4 customer service group.

5 Q. Is there a warehouse of microfiche in
6 Tulsa, used by WorldCom?

7 A. I'm not sure if there's a warehouse. I
8 believe there's -- within the customer service
9 group, there's a place where microfiche is stored.
10 To be honest with you, again, I'm not sure how long
11 it's retained for.

12 Q. Is one of those places in Tulsa,
13 Oklahoma?

14 A. One of them is in Tulsa?

15 Q. Yes.

16 Have you ever been there?

17 A. Have I ever been to Tulsa?

18 Q. No, sir. Have you ever been to the
19 place in Tulsa, Oklahoma, where the microfiche is
20 stored?

21 A. No. I've been in the customer service
22 area. I can't say I've seen where they store
23 microfiche.

24 Q. To your knowledge, has anyone at
25 WorldCom ever compared billing information on

1 microfiche from my client, with call information on
2 tapes or on paper from my client?

3 A. Not aware of it.

4 Q. To your knowledge, has anyone at
5 WorldCom ever pulled microfiche out of storage
6 containing any billing information for my client?

7 A. I'm not aware if they have.

8 Q. Who is the head of customer service at
9 WorldCom?

10 A. Well, reports into Bernie Ebbers,
11 but --

12 Q. I assume I don't start at that level?

13 A. No. His direct report, who handles
14 that is Diana Day, and Diana Day then has a direct
15 report, Gib Carpenter, who is in charge of customer
16 service for Tulsa. To the best of my knowledge,
17 Tulsa is still responsible for the eastern part of
18 the United States customer service, so I guess Gib
19 Carpenter might be a good place.

20 MR. SELF: May I interject? I think if
21 you ask Brian Sulmonetti these questions, he
22 can answer them for you.

23 MR. PARSONS: Okay.

24 MR. SELF: It's okay to punt to Brian.

25 THE WITNESS: That's fine. I'm trying

1 to be helpful.

2 BY MR. PARSONS:

3 Q. Mr. Holop, just to kind of wind up this
4 area, I want to make sure that I understand the
5 flow of information regarding, in particular, my
6 client's calls on billing for ATC Transcall.

7 Now, I understand that information on
8 the calls was collected on tapes hung either at the
9 switch, or later at the tandem computer, as well as
10 transmitted by the X.25 protocol later in the
11 relationship. Am I right so far?

12 A. Which data are you talking about?

13 Q. Call detail record.

14 A. The record, that would be a copy of the
15 call image that was made at the switch. Yeah, it
16 was either initially stored at the switch site, and
17 then I -- you know, again, I wasn't responsible for
18 it, but I assume maybe warehoused for a period of
19 time. Then subsequent to that, when X.25 came up,
20 it was stored at the computer facility.

21 Q. Was a call detail record stored in any
22 other fashion?

23 A. Well, you asked earlier that the bill
24 image, which would have a call detail in it, I
25 believe was stored for a period of time. But

1 again, I don't think it was actually a mandate. If
2 anything, we were storing that in some type of
3 media for, you know, customer service issues, not
4 for mandate regulatory issues.

5 Q. After the call information, the call
6 image came to the tandem computer, the tandem
7 computer, using that information in conjunction
8 with the order entry information, generated the
9 billing information?

10 A. It went through call processing,
11 writing, then several steps in billing to actually
12 produce the bill.

13 Q. Was that all done by the tandem
14 computer?

15 A. To the best of my knowledge, yes.

16 Q. Were any records kept of those
17 intermediate steps in rating and so on?

18 A. I think there were, you know, normal
19 backups that were kept for a period of time, but
20 I'm not aware of what the specific retentions on
21 those are. And I don't believe any of those
22 records are available today.

23 Q. You say "normal backups," you mean
24 something like a snapshot?

25 A. A snapshot. Something that could be

1 used in case there was a disastrous situation,
2 where you can go back and recover it.

3 Q. After the billing information is
4 generated, then, that went in a paper format to a
5 customer?

6 A. Uh-huh.

7 Q. There was a microfiche image retained
8 for a period of time?

9 A. I believe there was. Again, that's
10 what I'm saying, the best of my knowledge, we were
11 -- at the time, the mechanism was to fiche. We've
12 now moved to optical storage. And the optical
13 storage probably came into being in 1993 or '94.

14 Q. Then there was also a tape backup, you
15 believe?

16 A. And, again, that was retained for
17 reprints of bills and those kinds of things for
18 some period of time.

19 Q. Was there a billing summary generated
20 at the time that the paper bill was generated?

21 A. I would imagine. I can't say with
22 certainty, but I would imagine, because, you know,
23 some type of summary would be used then for
24 discounting, for taxes, for those kinds of things.

25 Q. Now, were you involved in billing at

1 Telus at the time that T.S.I. was itself receiving
2 invoices from Telus?

3 A. Well, I've never been an official
4 employee of Telus, just, you know, for clarity.
5 And, you know, my involvement came about as a
6 result of the ATC Transcall acquisition of Telus.
7 Then subsequent, when I transitioned to EDS and we
8 changed, you know, who was responsible for what
9 systems.

10 Q. You did have some involvement, though,
11 in billing at the time that my client was being
12 billed by Telus, and later, ATC?

13 A. I believe so. I mean, what you
14 probably ought to do is maybe you could refresh or
15 remind me of the time frame in question here that
16 your client was a customer of the company.

17 Q. Sure. The time frame is 1989 through
18 April 1992.

19 A. Yes, I would have. When you say
20 involvement in billing, I was involved, obviously,
21 on the information service side, so the processing
22 side, yes.

23 Q. How were the bills that went to my
24 client, not the ones to the end-user, but to my
25 client, itself, created?

1 A. I'm not sure if I know the specific
2 details of that.

3 Q. Do you know anything about it at all?

4 A. Not much.

5 Q. Could you tell me what you do know?

6 A. The only thing I know is that they were
7 done apart from the bills that were generated
8 directly to the customers.

9 Q. Were they done manually?

10 A. I don't know.

11 Q. Why were they done separately from the
12 bills that were generated directly to the customer?

13 MR. GIMBEL: If you know.

14 THE WITNESS: Yeah; I think you would
15 be better off asking others. I'm not a
16 hundred percent sure.

17 BY MR. PARSONS:

18 Q. I need to know your understanding,
19 then. You know, you qualified it. We understand
20 it's limited, but apparently you do have some
21 knowledge about why it was done separately.

22 A. Yeah; we kind of went over this before,
23 so let me give you the background on that, and
24 actually, I don't want to be repetitive here, but
25 the individual ANIs that were entered, were entered

1 for the end customer so that the end customer could
2 be billed. Something in that order entry then
3 designated this as being T.S.I., as well as the end
4 customer.

5 But Telus, and then ATC, were billing
6 on behalf of your client, directly to the end
7 customer. So once that was done, some process was
8 then undertaken to summarize that information that,
9 you know, said these are T.S.I., and I don't know
10 what the designation was.

11 You asked before was there anything in
12 the call detail report, and I said no. You asked
13 did I know specifically in the order entry system,
14 and I think I already said, no, I don't know what
15 that is.

16 Q. Let me ask it this way: Within your
17 domain, your responsibility for Transcall, were you
18 ever asked to create a billing system, software,
19 whatever, that would isolate T.S.I. ANIs and
20 produce a bill to T.S.I. for those ANIs?

21 A. Not that I recall.

22 Q. In fact, there wasn't such a
23 preexisting software module before you came, was
24 there?

25 A. I don't know.

1 Q. So as far as you know, if that task
2 were to be done, which is to create a bill to
3 T.S.I. for T.S.I.'s ANIs, it would have to be done
4 not through the billing system?

5 A. No, I didn't say that. It could have
6 been being done, you know, when I assumed
7 responsibility, and I just may not have been aware
8 of it. I mean, we had lots of customers on that
9 system, and T.S.I. happened to be one of them.

10 Q. How many IXCs did you have on the
11 system?

12 A. I'm not sure.

13 Q. A handful?

14 A. I don't know the exact number.

15 Q. Was it more than ten?

16 A. I don't think we had lots, but I don't
17 know the specific number.

18 Q. Do you recall any IXC on the system
19 besides my client?

20 A. I think there was another one that had
21 a similar, you know, abbreviation. Instead of
22 T.S.I. it was NSI, or something like that.

23 Q. Have you ever seen a bill from ATC that
24 went to T.S.I., directly?

25 A. I'm not sure I have.

1 Q. Do you know if there was any procedure
2 in place within ATC to cross check bills going to
3 T.S.I. directly, against the bills going to T.S.I.
4 for distribution to end-users?

5 A. I'm not aware of the procedure.

6 Q. Would you have been aware of any such
7 procedure had it existed, because of your role as
8 responsible for billing?

9 A. No; because the billing that you're
10 talking about, again, is once the bills are
11 produced, really, between a customer service
12 function, and a revenue assurance, within finance,
13 you know, it's really in their hands at that
14 point. They would just come back to us if there
15 was any question or they needed any support.

16 Q. Why would it be a revenue finance
17 issue?

18 A. Well, what these call detail records
19 generate, priced out, is what allows me to be
20 talking to you today. I mean, that is a source of
21 our revenue as a company.

22 Q. I asked the question poorly. My
23 question is that, and I'll try to rephrase it.

24 A. Sure.

25 Q. For purposes of validation of accuracy,

1 would it not be within your domain to see that
2 there was some cross checking of the bill to T.S.I.
3 against the bill that goes to T.S.I.'s customers?

4 A. Not necessarily. The responsibility I
5 have is to ensure, and have, you know, I guess, in
6 different parts of the company, is really end to
7 end on the information that's taken from the
8 switch, to make sure that we process a hundred
9 percent of the traffic off the switches. We rate a
10 hundred percent, and we bill.

11 Subsequent steps that are taken as part
12 of billing, and that really then do become a
13 revenue assurance finance, and with customer
14 service. And, again, I'm not specifically familiar
15 with what the arrangement that T.S.I. or any of the
16 other customers had, so I can't really speak to
17 what was going on. It was outside my purview.

18 Q. Whose purview would it be within, that
19 sort of cross checking, whether it occurred or
20 didn't occur?

21 A. Again, the way we handle it today, we
22 have a group that does revenue assurance. And
23 again, when I say "revenue assurance," it's really
24 doing two things. Obviously it's making sure that
25 all the calls that should be billed are billed.

1 And then on the other side, they do
2 things like, you know, check the product that the
3 customer is on, check the rates. Those kinds of
4 things; the discount. To ensure that the customer
5 is actually getting the correct rates, the correct
6 discounts, you know, tax's are calculated
7 correctly, all those things.

8 Which again, my group would respond to
9 an issue if someone came back and said, "Hey, we
10 think there's a problem with the way this product
11 is rating or the way this taxation is being done,"
12 or those things. And to my knowledge, I wasn't
13 involved in any of those.

14 Q. To your knowledge, at ATC, was there
15 any cross checking of the bills that went to
16 T.S.I.'s customers, or the bill to T.S.I. directly,
17 against the raw call detail record?

18 A. Not aware if it was being done, it
19 wasn't being done.

20 Q. Was it within your purview to know
21 about that, whether it was being done or not? Is
22 that, again, revenue assurance?

23 A. At the point in time, just for
24 clarification, and, you know, to go on record with
25 this, at the point in time in the company, I solely

1 had responsibility within information services,
2 and, you know, later, in a subsequent job, you
3 didn't even ask about this, but at one point in
4 time I did have responsibility for that revenue
5 assurance function. Then we moved it back into
6 finance.

7 So there is a link there. The link is
8 that, you know, I've got the responsibility for the
9 end-to-end calls coming from the switch, calls
10 going to a bill. But the order entry information,
11 the information that actually is the reference data
12 is owned by another group. And that's why from an
13 audit standpoint, an audit and control, it doesn't
14 make sense really for the, you know, the ISIT
15 function. You know, it's like the hen -- or
16 rooster guarding the hen house type of thing,
17 there's got to be a separate check and balance.

18 Q. How long were you in revenue assurance?

19 A. I wasn't actually in revenue
20 assurance. I took over revenue assurance because
21 there was -- at the time of the Wiltel acquisition
22 in 1995, there was a period of time when I was
23 asked that I broaden my responsibilities. I had
24 that group for about nine or ten months, I guess.

25 Q. While you were taking over, having took

1 over revenue assurance, did you become aware of any
2 of the cross checking that I've asked about?

3 A. Yes.

4 Q. Did you become aware that it was not
5 being done?

6 A. For what?

7 Q. For cross checking of the bills to
8 T.S.I. directly against --

9 A. In 1995, the only thing I was
10 dealing --

11 Q. I am sorry. This was in 1995?

12 A. Yes.

13 Q. I withdraw the question.

14 A. Okay. That's what I was saying.

15 Q. Okay.

16 A. At that time it was just customers on
17 the Wiltel network, not on the Telus, ATC, or any
18 of the other networks that we have.

19 Q. During the time you had responsibility
20 for billing with them, ATC, did you become aware of
21 any sort of systematic billing by ATC for telephone
22 calls that simply were not made?

23 A. No. The only issue that ever came up
24 was an issue on calls that were coming over the
25 switches that were receiving an unknown answer

1 qualifier. As part of tests that we ran, all that
2 we tried to identify, you know -- this goes back to
3 a whole discussion about hardware answer and on
4 software answer, all that we made a determination
5 that at the time the calls were software answer,
6 but the switch software that DSC supplied us with
7 was not able to make a determination about whether
8 the answer qualifier was, you know, two or three or
9 four or five or, you know, whatever, to distinguish
10 between like, you know, ring, no answer, continuous
11 tone, you know, ring after busy, you know, what
12 have you. So it was populating those with a zero.
13 And, in fact, after research, we made a
14 determination that they were, in fact, valid. But,
15 you know, had to get DSC actually to apply patches
16 to the software they were giving us.

17 Q. So from the perspective of the revenue
18 side of the company, you were losing money with
19 that particular problem?

20 A. Yeah. There was a small percentage of
21 the calls that were actually coming up that way.
22 And, you know, for historic purposes, and that I
23 mean obviously it was a period of time when some of
24 the calls that were actually handling in processing
25 were getting software treatment as opposed to

1 hardware. And now I think -- it's 99.99
2 something. It's a very, very high percentage of
3 the total traffic that we carry.

4 Q. Did you ever become aware in the period
5 of 1989 through 1992 that the answer field was
6 being populated with a non-zero, even though there
7 was not an answer to the particular call?

8 A. Not to the best of my knowledge.

9 Q. How is the answer field populated?
10 Again, as of this time frame, 1989 through 1992,
11 for a busy signal.

12 A. There's -- and, again, you may want to
13 go to our engineers in the company, so this is
14 again, my view to it as the ISIT person working
15 closely with some of our switch engineers.

16 There were defaults set in the switch.
17 There's a parameter that basically says here's how
18 many ring cycles I'm going to allow for. Then it
19 sets a default. Then provides treatment after the
20 default is met.

21 Q. Is there actually a record generated at
22 the switch for a busy signal?

23 A. If the treatment forces an answer,
24 then, yes.

25 Q. If treatment does force an answer and a

1 record is generated, how is the field populated,
2 the answer field?

3 A. It would depend on what type of
4 software answer it was. There's about 14 or 15
5 valid software answer conditions.

6 Q. Did you ever become aware that Telus
7 was billing their customers and T.S.I., in
8 particular, for a call that generated a busy
9 signal?

10 A. I wasn't -- I'm not specifically aware
11 of that.

12 Q. Are you generally aware of it, sir?

13 A. No.

14 Q. Was there any information outputted to
15 the call record as to the quality of the circuit in
16 a call?

17 A. Let's see. In the individual call
18 record... no. I mean, it would give you the type
19 of answer that was used. I really don't think that
20 ties to quality.

21 You know, there's other network
22 performance information that's gathered directly
23 from the switch, as operational matrix, that are
24 different than CDRs, and, you know -- you couldn't
25 easily match up on a given CDR, you know, that

1 information.

2 Q. If a circuit were completed in a call,
3 and a record generated, there would be no way of
4 knowing if that were a bad connection or a good
5 connection at that time?

6 A. No, not from a CDR.

7 Q. Later in the billing process, was there
8 any way to give a customer credit or delete a call
9 record for a bad connection?

10 A. I believe there's a mechanism to give
11 credit.

12 Q. Is that a customer complaint?

13 A. I suppose.

14 Q. Would --

15 A. I'm not certain what the customer
16 processing and customer care procedures were at the
17 time in question. And, you know, again, even now,
18 I have some visibility to that, but I'm not
19 specific -- I'm not sure what happens when someone
20 calls as to how we handle that.

21 I mean, we've made -- over the years
22 we've made modifications into the systems to allow
23 them to do certain things, but outside of that, I
24 really have no knowledge. I mean, at the time I
25 wasn't familiar with the customer care system.

1 Q. Just so I'm clear; there wasn't any
2 automatic software method within billing to give a
3 customer a credit for a bad connection, because you
4 didn't have the information on the quality of the
5 connection?

6 A. No. Not tied to the CDR as such;
7 that's correct.

8 Q. During your tenure as responsible for
9 billing at ATC, did you ever become aware of double
10 billing of the same call to my client or to
11 customers, generally?

12 A. One, I'm not aware of to your client,
13 specifically.

14 Generally, we had probably over my
15 entire career, a handful of instances where we made
16 a determination, found it, and then either went
17 back in programmatically and issued credits or what
18 have you, but I'm not aware of anything specific to
19 your customer.

20 Q. Are you aware of any such occurrences,
21 prior to your taking over billing responsibility?

22 A. No.

23 Q. For those areas that you did find, was
24 there a software bug?

25 A. I think it was procedural. I mean,

1 we're talking about processing that goes on where,
2 in a couple of instances we had a switch software
3 load that went in. It was a coordinated cut for
4 the load.

5 It would actually run soft batches,
6 and, you know, the first five minutes, ten minutes,
7 half hour, we would get a snapshot. A couple times
8 what happened is the switch software engineer
9 actually went back and effectively restarted from
10 the beginning, so we got the short batch. Then we
11 got that same call coming in.

12 One thing you'll be happy to know, and
13 we have PSC people on the phone, so I can't give
14 you the exact date, but I'll be happy to report
15 that we have duplicate call check processing that
16 we've actually run for a long time. I want to say
17 it was implemented probably as far back as, you
18 know, early '90s, maybe even late '80s.

19 The call check process does a couple of
20 things. One, it checks the full record, so if
21 there's an exact match, those would get dropped.
22 Then in a period of time, because we did have an
23 instance where, you know, we had the switch
24 software, we actually just went back and checked
25 eight or ten specific fields, so we would drop

1 anything that was a near dupe or considered a near
2 dupe. So we have in place now, and have had for
3 quite some time, you know, pretty sophisticated
4 logic.

5 I can't speak to what duplicate logic
6 checking Telus was doing at the time. I think --
7 my guess is they probably had the full, you know,
8 record drop. So if it was a duplicate, they maybe
9 dropped the same record that they saw twice. That
10 was fairly standard in the industry.

11 Q. When you took it over, did you
12 implement the duplicate record drop?

13 A. We did. And I can't tell you exactly
14 when we did it.

15 Q. It was soon after you took over?

16 A. I'm not sure of the exact time frame,
17 but we definitely put it in. It's a standard thing
18 that we did.

19 Q. Okay.

20 A. I don't know if they were doing it
21 before or not. I just know that we made sure it
22 was in there.

23 Q. What's a near duplicate, for purposes
24 of a record drop?

25 A. Again, we -- there were a couple of

1 instances on the switch where the switch actually
2 records in tics, which are three second
3 increments. And there was a period of time,
4 because of customers of others that were ours that
5 were using very, very sophisticated equipment,
6 where they could actually generate several calls
7 within the tic. And they were concerned and we
8 were concerned that that just wasn't possible.
9 And, in fact, we proved out that it was. So a
10 couple of customers flushed this out for us, and,
11 again, we ran this near dupe check as a preventive
12 measure, to make sure that we weren't billing
13 duplicate calls.

14 It turned out that one of them is still
15 a customer of ours today. They do credit card
16 authorizations. And the credit card authorization,
17 because it is computer generated, can literally
18 process in milliseconds. And we would get a
19 record, then get another record behind, and another
20 record, and it looked like we were having a
21 problem. In fact, they were valid calls.

22 Q. For a dupe, that would be the same ANI,
23 same tic, am I right about that?

24 A. Yes.

25 Q. For a near dupe, that would be the same

1 ANI, but apparently you have some leeway in the
2 tic. How much leeway?

3 A. No. Actually -- well, first of all,
4 let me explain this. For a dupe, it was same ANI,
5 same originating ANI, same originating trunk group,
6 same time point, same answer qualifier, you know,
7 the whole deal. On a near dupe, because again
8 we're using shared trunks, actually we were looking
9 at same ANI, could be a different originating trunk
10 group, could be in the same tic. At one point we
11 instituted a check to -- was plus or minus one
12 tic.

13 So, again, when customers were using
14 that type of equipment, and again, you know,
15 it's -- I can't tell you -- I can't tell you
16 specifically when that occurred, but I think it's
17 after the time frame that you're talking about, you
18 know. It was in '92/'93, maybe even after that.

19 Q. Did you ever give greater leeway on the
20 tics than plus or minus one?

21 A. No.

22 And I think subsequent to that, after
23 we proved out that it was because of, you know,
24 technology that was being put in by customers, the
25 check we run now, I believe, is still the full --

1 we do a full dupe check and removed the other
2 check.

3 Q. Were the tics reflected on the billing
4 information to the end-user?

5 A. As seconds. So there's conversion. It
6 takes the tic, which is three seconds, and
7 converts.

8 Q. It would show 03, 06, 09, et cetera?

9 A. No.

10 Q. How would it show the tics?

11 A. It would show the tics on the billing
12 information as three seconds. I take that back.
13 Actually, on the billing information, most of it is
14 bills that were generated showed the bill -- pardon
15 me, showed the bill as minutes, and then showed
16 generally tenths of minutes. So that the 10th
17 represented a six second increment.

18 Q. Why didn't the billing information go
19 by tics?

20 A. I'm not sure. I think the industry
21 standard at the time was actually -- was actually
22 before, you know -- companies that WorldCom has
23 been involved with is full minute rounding, for the
24 most part, so a lot of the bills in this area,
25 vintage, what have you, were using what's called 60

1 and 60. So 60 seconds for the first increment and
2 60 seconds for the second increment. So you made a
3 call as 61 seconds, it would show as two minutes on
4 the bill. Microtel and, I believe, Telus
5 followed. I mean, there were companies that were
6 early adopters of going through like six and six,
7 which would then allow for 10th billing.

8 Q. Even so, that still isn't the same as
9 your three second tic?

10 A. No. It's -- what you're saying, why
11 didn't it show like as .05? I can't answer that.
12 Part of it was just kind of what the industry
13 standards were at the time.

14 MR. PARSONS: We could take another
15 short break, Tico.

16 (Thereupon a brief recess was taken,
17 after which the following proceedings were had:)

18 BY MR. PARSONS:

19 Q. Back on the record.

20 Mr. Holop, if I could just digress for
21 a minute, back to your work history.

22 I understand you had billing
23 responsibility at ATC for a period of time. Could
24 you tell me when that responsibility ended?

25 A. At ATC -- you mean billing NIS?

1 Q. Right.

2 A. I guess at time of acquisition by LDDS,
3 or whatever. I continued to have that
4 responsibility from an NIS perspective, even when I
5 transitioned to EDS. So we went over that.

6 Q. That was through 1994?

7 A. That was probably even after that. I
8 mean, from a domestic standpoint, it's probably
9 just been two weeks ago, seriously. I mean I
10 totally focused on international, so I have nothing
11 to do with the domestic. At least that's what they
12 tell me, although I am sitting here talking to
13 you. But, no, I mean primarily I'm just
14 responsible for international, now.

15 Q. When did the responsibility for
16 international begin?

17 A. Officially, about two weeks ago,
18 although I had that organization reporting to me
19 since last July.

20 Q. While you had billing responsibility at
21 ATC, did it ever come to your attention that my
22 client had received bills with inconsistent
23 beginning balance information?

24 A. Not specifically. I mean, I think
25 there was probably one instance I can remember

1 where there was a balance problem that we were
2 working, but I don't recall that it was specific
3 for T.S.I.

4 Q. You say "specifically." Again, when
5 you say that, I'll need to ask, are you aware of
6 any such information generally, from your period
7 with --

8 A. That's what I'm saying. I think there
9 was one issue that I recall with regard to balance
10 information that we worked as like a production
11 problem. And I think we resolved it. I'm not
12 aware of any other issues.

13 Q. Again, during this same period of time,
14 did it come to your attention that my client had
15 received bills containing extension errors in the
16 bills?

17 A. Be more specific. What is your
18 reference to like an extension error?

19 Q. Extension error would be a sum or total
20 that did not compute correctly?

21 A. I'm not aware of it.

22 Q. During that same period, did it come to
23 your attention that bills to my client contained
24 errors specifically associated with 800 numbers?

25 A. No, not specifically.

1 Q. During that same period of time, did it
2 come to your attention that bills to my client had
3 contained billing for travel cards that my client's
4 customers did not have?

5 A. Not specifically.

6 Q. During the same period of time, did it
7 come to your attention that my client received
8 bills on accounts after the accounts had already
9 been cancelled by my client?

10 A. Again, not specifically.

11 Q. When you say "specifically," was there
12 a general problem?

13 A. No. What I'm saying is I don't
14 remember it as general or specific to your client.

15 Q. During the period of your billing
16 responsibility, did you ever review the contract
17 between Telus and my client?

18 A. No.

19 Q. During that period, did you ever become
20 aware of a differential in billing such that my
21 client was to be billed in six second increments,
22 while end-users were to be billed in one minute
23 increments?

24 A. No.

25 Q. Did you ever become aware during this

1 period, of solicitation by ATC end-users which had
2 been signed up by T.S.I.?

3 MR. GIMBEL: I am sorry, could you
4 repeat that? I apologize.

5 MR. PARSONS: Sure. Can you read that
6 back.

7 (The question referred to was read by
8 the reporter as above recorded.)

9 THE WITNESS: No.

10 MR. GIMBEL: I still don't know if I
11 understand. Solicitation by Telus of
12 customers that had been signed up by T.S.I.?

13 BY MR. PARSONS:

14 Q. By Telus or ATC.

15 A. Yeah. I'm not aware of any activity.

16 Q. During the same period, did you ever
17 become aware of direct billing of T.S.I.'s
18 customers by ATC or Telus?

19 A. When you say "direct billing," you mean
20 as opposed to on behalf of?

21 Q. As opposed to sending the paper bills
22 to T.S.I. for forwarding to the end-users.

23 A. Well, one, I'm not sure what the
24 specific procedure was. So if there was a change,
25 I wasn't aware of it, as far as where they were

1 mailed.

2 Q. Did you ever become aware of complaints
3 by T.S.I. that Telus or ATC had improperly directly
4 billed T.S.I. end-users?

5 A. Not specifically, no.

6 Q. What does "specifically" mean in that
7 answer?

8 A. It means the same in the others. I
9 wasn't aware of it.

10 Q. Have you been asked to be an expert
11 witness in the proceeding before the Public Service
12 Commission?

13 MR. GIMBEL: This proceeding?

14 BY MR. PARSONS:

15 Q. Yes.

16 A. I'm not sure.

17 Q. Do you know when an expert witness is?

18 A. I have a general idea.

19 Q. How is it that you're not sure?

20 A. Well, when you say that I've been asked
21 by the Public Service Commission, I have not been
22 contacted by the Public Service Commission
23 directly, so that's why I'm not sure.

24 Q. Have you been asked by either ATC or
25 Transcall to be an expert witness in this

1 proceeding?

2 A. I believe I've been asked to provide,
3 you know, support of this deposition, and I guess
4 in that regard, some of my testimony might be
5 considered expert.

6 Q. Anything else?

7 A. No. Just whatever is going on with
8 this deposition.

9 Q. Are you aware whether ATC or Transcall
10 has consulted an expert witness, other than
11 yourself, if you are one, in this proceeding?

12 A. I'm not aware of.

13 Let me ask you, do you think I'm an
14 expert witness?

15 Q. No, sir.

16 A. Okay. Good.

17 Q. You're not supposed to ask me
18 questions, though.

19 MR. SELF: And he's not under oath.

20 THE WITNESS: That's true.

21 BY MR. PARSONS:

22 Q. Did you ever know Joe Ambersley, sir?

23 A. Yes.

24 Q. Do you know what his middle initial is?

25 A. Don't know.

1 Q. Do you know what his wife's name is?

2 A. Geez, I don't think so.

3 Q. Have you had any contact with him in
4 the last year?

5 A. No.

6 Q. Did you know Mr. Norman Klugman, sir?

7 A. Yes.

8 Q. Have you had any contact with him in
9 the last year?

10 A. No.

11 Q. Is Mr. Klugman affiliated in any way as
12 an employee or a contractor or a consultant with
13 WorldCom, currently?

14 A. I don't know. To the best of my
15 knowledge, no.

16 Q. Do you know Ms. Clara Reynardus
17 Thompson, sir?

18 A. Yes.

19 Q. Have you spoken to her in the last
20 year?

21 A. I don't believe so.

22 Q. To your knowledge, is she ill?

23 A. I don't know.

24 Q. Do you know Ms. Betty DeSimone?

25 A. I've heard the name. I don't believe I

1 know her.

2 Q. I believe you indicated you were a
3 witness in the Dohan case, sir.

4 A. Yes.

5 Q. Have you had any part in the
6 implementation of the settlement in the Dohan case?

7 A. No, I really haven't.

8 Q. Do you know if the settlement in that
9 case involves the distribution of settlement
10 proceeds to certain former customers of Telus and
11 ATC?

12 A. I haven't seen the specific settlement.

13 Q. Your answer is no, then?

14 A. No, I'm not aware of what the
15 settlement was.

16 Q. Are you aware of any refunds that are
17 being drawn to certain former customers of ATC and
18 Transcall for over-billing in regard to the nine
19 second addition?

20 A. With regard to that, I was aware of a
21 settlement in its totality, and I'm not aware of
22 the specifics of what's being done at a detail
23 level. That's being handled by Brian and other
24 folks.

25 Q. Do you know anything about a settlement

1 due to T.S.I. as part of the Dohan settlement?

2 A. No, I don't.

3 Q. I should say a refund rather than a
4 settlement. Is your answer the same?

5 A. It's the same.

6 Q. Have you ever had any role at ATC or
7 Transcall or Telus in regard to negotiated
8 contracts between your company and an IXC?

9 A. During the time frame that we're
10 discussing?

11 Q. Yes, sir.

12 A. Not that we were negotiating at that
13 point in time.

14 Q. Did you have any role in creating
15 tariffs or revising tariffs during that time?

16 A. No.

17 Q. Did you have any role in the service
18 termination to T.S.I. in April 1992?

19 A. I don't believe so.

20 MR. GIMBEL: Just for the record, I
21 believe the premise was improper. I think the
22 termination was May of '92, isn't it? Just so
23 you know.

24 BY MR. PARSONS:

25 Q. If you saw the invoices, the bills from

1 ATC to T.S.I., would you be able to identify them,
2 sir?

3 A. Probably. Pardon me one second on that
4 clarification. Is it to T.S.I., or to T.S.I. and
5 customers?

6 Q. To T.S.I. only.

7 A. No, I probably wouldn't. I don't
8 believe I've ever seen them before.

9 Q. I need to mark them anyhow for later
10 this week.

11 A. That's fine.

12 MR. PARSONS: Can you mark this No. 3.

13 (Thereupon a document was marked
14 Boca Exhibit No. 3 for Identification to the
15 deposition.)

16 BY MR. PARSONS:

17 Q. I'm handing you and your attorney
18 Exhibit No. 3 in these depositions, which is a copy
19 of the complaint filed by the plaintiff in this
20 matter, which contains certain bills, invoices, as
21 an exhibit. If you could turn to the invoices,
22 Mr. Holop, let me ask you if you can identify those
23 documents?

24 A. From what you presented, it looks like
25 it's an invoice from ATC to T.S.I.; a little hard

1 to read. But it has per contract, 50 percent of
2 balances due. There's a sticky over it. Then it's
3 showing usage categories which lists like a summary
4 with a credit and total amount due down at the
5 bottom.

6 Q. Have you ever seen these documents
7 before, sir?

8 A. No.

9 Q. Are you able to identify these as bills
10 of ATC?

11 A. This is a photocopy, and it looks like
12 it's got the ATC logo, the address information and
13 that, but -- so it's speculative on my part, I
14 guess, but it looks like it's a bill, yes.

15 Q. It looks like a bill, but you don't
16 know if it's a bill; is that fair?

17 A. What I'm saying is, I don't know for
18 sure -- I mean, I can tell you that this was -- or
19 at least from the looks of it, it does not look
20 like it was generated from the same printers we
21 were using at the time, so that's why I'm hesitant
22 in giving you an exact answer. But it looks like
23 an invoice, sure.

24 Q. What is it about the face of the bill
25 that makes it look different from the printer you

1 were using at the time, the type face, the format?

2 A. Yeah, the type face and format,
3 actually, are different.

4 Q. What sort of font were you using at the
5 time?

6 A. I don't remember the exact font. It
7 looks different than this. This looks like it
8 might have been typed or done with a computer
9 printer. It was different than the ones we were
10 using.

11 Q. Is this consistent with something you
12 mentioned earlier, which was that bills to T.S.I.
13 directly were being done separately from other
14 end-users?

15 A. I speculated that they were, but I
16 wasn't certain; yeah.

17 Q. Are you certain after looking at this
18 bill?

19 A. I'm certain what I'm looking at is a
20 photocopy that has the information that I
21 described. I can't tell you if this was the one
22 that was issued. You've got it in your complaint,
23 as a photocopy, and my assumption is that it was at
24 some point delivered to T.S.I., but that's an
25 assumption.

1 Q. Looking at not the information on the
2 bill, but the format of the bill, the logo, the
3 printed material at the top, the lines, the boxes,
4 is that consistent with what you were using at the
5 time?

6 A. I think -- my recollection is the Telus
7 invoices that were billed to end-users were not in
8 this format. This looks like it was a bill that
9 was similar to what was being generated from the
10 then ATC systems, or the format of an ATC bill,
11 yes.

12 Q. Could you turn to the last bill in this
13 exhibit, which is Exhibit A. Do you see the total
14 amount due at the very bottom of \$640,323.39?

15 A. Yes.

16 Q. Do you have any personal knowledge of
17 that amount being due from T.S.I. to ATC?

18 A. No, I don't have any personal knowledge
19 of that.

20 Q. Do you have any personal knowledge that
21 T.S.I. is allegedly indebted to ATC or Transcall?

22 A. Only as I was briefed during
23 preparation for this.

24 Q. Do you have any personal knowledge of
25 who owns accounts receivable of ATC or Transcall,

1 currently?

2 A. I'm not sure I even follow that
3 question. What do you mean, "who owns"?

4 Q. You understand an account receivable
5 can be an asset that's owned by an entity.

6 A. Sure.

7 Q. There's an account receivable reflected
8 on this invoice of \$640,000. My question is, do
9 you know who, if anyone, owns that account
10 receivable currently?

11 A. You mean as an employee of the
12 company? That's what I was really asking you.

13 Q. Yes, sir.

14 A. I imagine it would go back into the
15 collection finance group who is responsible for
16 general ledger, all revenue and financial
17 reporting.

18 Q. Do you know who currently owns assets
19 that were owned by Transcall as of 1992?

20 A. I really don't.

21 Q. Do you know who currently owns assets
22 that were owned by ATC as of 1992?

23 A. Well, let me back up to the prior
24 answer. Based on acquisitions and that, I would
25 assume it's now WorldCom, as part of its

1 acquisitions. That's an assumption on my part.

2 I'm not familiar with the specifics of
3 the acquisition and merger documentation that took
4 place at the time, but my assumption is when we
5 acquired the company, we acquired its assets and
6 liabilities.

7 MR. PARSONS: This is something Brian
8 Sulmonetti is going to testify about?

9 MR. GIMBEL: I mean, I haven't
10 objected. Part of what you're asking may be a
11 legal conclusion. Obviously, Joe, and Brian
12 is not a lawyer either, but Brian may be able
13 to provide us this information, yes.

14 MR. PARSONS: He's a corporate
15 designee, I thought, for that particular rule
16 1.310B6.

17 MR. GIMBEL: Joe was.

18 MR. PARSONS: No, Brian Sulmonetti. I
19 don't want to continue this with Mr. Holop if
20 Mr. Sulmonetti is your --

21 MR. GIMBEL: I think Mr. Holop is more
22 likely to know the answer. I can't speak for
23 Brian. I don't know if he knows the answer.

24 MR. SELF: These are not within Joe
25 Holop's scope, they would be within Brian's.

1 MR. GIMBEL: I've not objected because
2 I don't think he would know the answer.

3 BY MR. PARSONS:

4 Q. Mr. Holop, could you continue paging
5 through the document in front of you until you come
6 to a page marked "Agreement"?

7 A. Okay.

8 Q. Could you look at that document and
9 tell me if you've seen it before?

10 A. I don't believe I have.

11 Q. Although I know you haven't seen it
12 before, I need to ask you whether certain
13 information in the document is consistent with what
14 you know to be true. If you could turn to the
15 second page of the document, number 3. The
16 document reads that Telus and T.S.I. agreed to bill
17 and receive revenue at our PO box from billable
18 records as reported by the DSC-400 switching system
19 generated from completed calls for T.S.I. customers
20 identified by auth codes. Billing would extend to
21 actual mailing of each invoice by Telus to all
22 T.S.I. customers.

23 Is that consistent with what the
24 procedure was under Telus, and later, after you
25 took over billing responsibility?

1 A. I believe it is, yes.

2 Q. It says billing would extend to actual
3 mailing of each invoice by Telus to all T.S.I.
4 customers.

5 A. Well, that was -- that was the question
6 you asked earlier. I'm not sure if they were
7 mailed directly to T.S.I. or mailed directly to the
8 end customer. That's an area of, you know -- this
9 whole thing, I'm not sure of.

10 Q. Do you know of any agreement between
11 T.S.I. and Telus, Transcall, or ATC that would
12 modify paragraph 3 of this agreement?

13 A. Not aware of it.

14 Q. Do you see No. 4, where the parties
15 agree to generate end of month reports relevant to
16 traffic distribution and tape output of relevant
17 T.S.I. CDR, call distribution reports?

18 A. Uh-huh.

19 Q. Do you know if that was done, sir?

20 A. I don't know if it was done
21 specifically, when you're saying which period of
22 time, I guess.

23 Q. 1989 to '92, the period the parties did
24 business.

25 A. My assumption is that they did, but I

1 don't know specifically. Traffic reports, relative
2 to relevant tape -- see, I'm not familiar with this
3 agreement about what was agreed as far as what they
4 would give them and what they wouldn't.

5 Q. Do you have any knowledge whether tape
6 output was ever provided to T.S.I. on a monthly or
7 other basis?

8 A. You showed me this other layout here,
9 which would lead me to believe that we either were,
10 or talked to them about giving them tape output.

11 Q. To your personal knowledge, was tape
12 output ever provided to T.S.I.?

13 A. I'm not sure.

14 Q. Does the word "greenbar" have a meaning
15 to you, sir?

16 A. It's a type of computer paper.

17 Q. Is it customarily used to also refer to
18 the information on the paper, in your business?

19 A. In my business? In the information
20 service business or in the telecommunications
21 business?

22 Q. In telecommunications with specific
23 reference to billing.

24 A. I'm not aware of that being a specific
25 telecommunications term, but then I may not be an

1 expert, either.

2 Q. During the period when you had billing
3 responsibility, did that include responsibility for
4 seeing that calls were rated correctly?

5 A. I think they were processed through
6 rating correctly.

7 Q. Did you become aware of any problems,
8 errors in rating calls of T.S.I. or its customers?

9 A. No.

10 Q. Did you become aware generally of
11 problems in rating calls by Telus or later by ATC?

12 A. No.

13 Q. Did you ever see a rating error at
14 Telus or ATC?

15 A. Yeah. I mean, as part of the general
16 process, and for clarification, when I answered no,
17 I think you were asking for -- or what I assumed to
18 be extraordinary. Point of clarification in the
19 industry, even today the company runs at about .5
20 percent as a standard to release bills in billing
21 cycles, .5 percent of all billable calls.

22 The calls go in what's called a
23 suspense recycle process. There was, I believe, a
24 suspense recycle process at the time. I don't know
25 the specific size, what it was as a percentage of

1 billable calls. So in answer to your question
2 about were there rating errors, the answer is,
3 there always are rating errors, and that has to do
4 with, you know, a problem in potentially setting up
5 a given ANI, setting up a customer, setting up a
6 product, rates for the product not being entered
7 timely, you know, on and on and on.

8 That's a part of, you know, a part of
9 the business. That is an industry standard. I
10 think we're right now, again, I think, leading the
11 way in the industry as far as our billing, where
12 consistently we're well below .5 percent billable
13 traffic.

14 Q. .5 percent is a current standard for
15 rating errors?

16 A. I think if you look to the billing
17 world, I don't know what you would want to use as a
18 standard at this point, but .5 to one percent is
19 kind of what's out there as a standard now.

20 Q. Do you know what Telus used as a
21 standard in its --

22 A. I don't.

23 Q. What did you use as a standard in the
24 period 1991 to 1992?

25 A. I don't know that we had any

1 specified. I think we were, over a period of time,
2 developing those standards.

3 When I refer to that, let's be clear, I
4 guess folks on the phone, we would process traffic,
5 you know, as near current to when the call occurred
6 off the switch. If an error occurred, it was then
7 put into a suspense or recycle process. Reports
8 were then given to the customer service folks or
9 folks working the error files, then they would work
10 those, you know, quote/unquote rating errors.

11 Again, that's a process that has been
12 going on as long as I have been associated with
13 this. So, those things happen. When you ask the
14 question, I took it to reference extraordinary
15 items, and I wasn't aware of any extraordinary.

16 But as far as recycle suspense, that's
17 a part of the billing system. And, again, you may
18 want to refer to the customer service people or
19 what have you, that you're going to talk to --

20 Q. Let me ask you the --

21 A. -- to get clarification.

22 Q. Were you aware during your duties as
23 being responsible for billing at ATC, of any
24 systematic rating problems?

25 A. Again, I mean, production problems come

1 up. They're identified, they're worked. And I'm
2 not aware of any -- when you say "systematic," I
3 assume you mean prolonged, ongoing, and I'm not
4 aware of any prolonged, ongoing.

5 Q. Not so much prolonged and ongoing, but
6 I use the word in contrast to isolated problems.
7 By systematic, I mean there's some sort of system
8 and logic to the problem, such as a bug in a
9 software program, or a systematic mis-coding by an
10 order entry, for example.

11 A. Not that I'm aware of. You know, you
12 referenced the term earlier, buggy, bug. I want to
13 just clarify here that when you asked me as a
14 reference on what the condition of the tandem
15 billing system was, the fact of the matter is for
16 the then software at the time, it's a system that
17 was in production, I want to say four or five
18 years, at least, maybe longer. And I think that's
19 actually in general terms, for systems, you know,
20 the best systems are that people just produce
21 documentation, that aren't in production. So I
22 think as a looking back at the then technology, I
23 think the system was actually, you know, doing a
24 pretty good job.

25 Q. Let me stop you for a second. Are you

1 talking about the operating system on the tandem --

2 A. No. I'm talking about the system
3 that's referred to as TBS, when people, tandem
4 billing system, that was developed to run,
5 using -- it was using a combination of COBOL and a
6 screen generator package that was available in
7 tandem for the online screens.

8 Q. Was David Resposo responsible for any
9 part of the coding for the TBS?

10 A. I'm not sure of the exact genesis of
11 the system. I want to say the tandem had a hand in
12 helping to develop the original code. And I
13 believe they had another vendor in there. I don't
14 know if it was Ericson or somebody else. There
15 were multiple people that were actually working on
16 it.

17 Once the system was turned up live,
18 then Dave Resposo, I mentioned Joe Alvarez, were
19 involved in the ongoing enhancements, maintenance
20 of the system. As to whether they wrote any of the
21 original code that sits in the system, I'm not
22 sure.

23 Q. I apologize if I've asked this question
24 before, sir, but we digressed there for a minute.
25 I'm not sure I ever got an answer.

1 Were you aware of any systematic
2 ratings problems during your tenure at ATC as
3 responsible for billing, or previously when it was
4 Telus?

5 A. I'm not aware of any systematic,
6 outside of what we've already discussed.

7 Q. What we already discussed being a
8 nine-second problem?

9 A. The nine seconds, and when we talked
10 about meeting some of the billing objectives. And
11 we talked about the fact that there absolutely were
12 ongoing production problems that would get
13 identified and then get reworked.

14 Q. Those weren't systematic, were they?

15 A. No. I would class those as ongoing
16 operation of software.

17 One thing to be aware of with software,
18 and it sounds like you have this background, but
19 there are times when you can do the best testing,
20 have the best test plans, and there would be
21 undoubtedly code that doesn't get exercised until
22 you're actually in production.

23 Over the period of time, the longer you
24 use a system, the greater the likelihood to then go
25 ahead and enact a piece of code with a piece of

1 data that was not a prior condition that you were
2 testing for, so then you would have what I would
3 call a production problem. It would get identified
4 by a user of the system and it would be reported.
5 Then we would go ahead and work it and address that
6 problem. Again, that's the nature of software.
7 Take it from Bill Gates.

8 Q. On behalf of my client, I made some
9 requests to ATC and Transcall for documents, and
10 received some information from them about documents
11 they have.

12 Did you have any involvement in
13 determining whether documents were available for
14 inspection and copying in this lawsuit, sir?

15 A. No, I did not.

16 Q. Do you know who, outside of the
17 lawyers, would have had that involvement?

18 A. No, I don't.

19 Q. As you sit here, sir, you know, you're
20 aware that there's a dispute involving billing
21 between my client and ATC and Transcall?

22 A. Yes.

23 Q. When did you first become aware of
24 that? Let me leave out of that question any
25 information your lawyers gave you.

1 A. I was contacted, I think -- I think it
2 was actually by -- when you say by the attorneys, I
3 think I was actually contacted by the attorneys
4 from, like Bill Anderson's office, who is our chief
5 counsel, just --

6 MR. GIMBEL: I don't --

7 THE WITNESS: What are you saying?

8 MR. GIMBEL: Hang on a second. I don't
9 know if --

10 THE WITNESS: I don't know.

11 MR. GIMBEL: -- he needs to get into
12 anything he was told from his lawyers or from
13 us. I know you're not asking for that.

14 MR. PARSONS: I'm not asking for that.

15 MR. GIMBEL: So I guess --

16 THE WITNESS: I guess in reference to,
17 very specifically, I was contacted by someone,
18 I believe, at WorldCom or by the attorneys, to
19 participate in this. I can't -- it was, I
20 think -- you know, via fax or E-mail. I can't
21 give you the exact date I got the fax or
22 E-mail.

23 BY MR. PARSONS:

24 Q. Was that within the last year?

25 A. Yes.

1 Q. So before 1997, you knew nothing about
2 any dispute between T.S.I. and ATC, WorldCom, LDDS,
3 whatever, about a billing dispute?

4 A. I mean, maybe from way long ago I had
5 heard the name T.S.I., and knew there were, at
6 times, issues, but I wasn't aware of the
7 specifics. And I certainly wasn't aware that there
8 was a lawsuit that was going on.

9 MR. PARSONS: Those are all the
10 questions I have for you, Mr. Holop. I
11 appreciate your being here today. I think
12 that the Public Service Commission staff, if
13 they're still listening, might have some
14 questions for you.

15 MS. KEATING: We're still here and we
16 do have some questions. Do you need to take a
17 break?

18 CROSS EXAMINATION

19 BY MS. KEATING:

20 Q. This is Beth Keating. I'm a different
21 attorney than was on here earlier this morning. I
22 really just have some follow-up questions and a few
23 questions. I'm hoping you can help me clarify
24 exactly how this billing relationship went on, and
25 the procedures that occurred between the companies

1 for the flow of information.

2 Do you know, did Telus bill T.S.I.
3 end-user customers under T.S.I.'s tariffs or under
4 Transcall's tariffs, or were those actual
5 contractual provisions?

6 A. I think you would be better served to
7 possibly talk to someone else. I'm not familiar
8 with -- I apologise. Maybe you didn't see this,
9 but there was an exhibit marked 3-Boca, which is
10 the claim, which has as an attachment at the back
11 side of the agreement.

12 Q. Yes.

13 A. That was the first time I saw the
14 agreement. I mean, as the person that was in
15 charge of billing, within the information services,
16 somewhere along the line, you know, this customer
17 would have turned up. If there were, like, a
18 special report that needed to get generated or
19 something like that, we would have got it and
20 probably worked on it, or it may have been worked
21 on because this customer turned up prior to my
22 existence. The report was probably in place and
23 running, and I'm not aware of the specifics.

24 For point of reference, it's hard to
25 read here, but it looks like this thing was signed

1 sometime in July 1989. In July 1989 I didn't have
2 anything to do with Telus.

3 As we went through the questions, I had
4 some involvement once we did the acquisition. We
5 began meeting with the people that were running the
6 Telus organization at the time, but it really
7 wasn't until we did the change over to EDS, that I
8 had any direct supervisory responsibility for the
9 group that was running the Telus billing system.

10 Q. I understand that you don't really have
11 that much knowledge about the contract, itself.

12 A. Yeah.

13 Q. But in preparing, especially for this
14 deposition, I'm sure that you've at least reviewed
15 some of the bills.

16 A. No. Sadly, I haven't. I don't know
17 if --

18 Q. About the calls and how they were
19 rated.

20 A. No. Actually, I met yesterday, briefly
21 with Tico and Floyd, and as I mentioned earlier,
22 they sent me some of my old depositions, and I just
23 kind of flipped through those. But I didn't --
24 other than that, I haven't done any preparation for
25 this.

1 Q. Going back to -- I just want to follow
2 up, then, on a couple of questions that counsel for
3 T.S.I. asked. You may or may not be able to answer
4 these.

5 I believe counsel was asking you about
6 billing for travel cards.

7 A. I don't remember that question.

8 Q. There's an allegation in the complaint
9 regarding billing for travel cards. Do you know
10 how Telus or Transcall would receive information
11 regarding travel cards for one of T.S.I.'s
12 customers? Would that information have flowed
13 through T.S.I.?

14 A. If you're asking me do I understand how
15 a travel card works, the answer is yes. If you're
16 asking me, you know, how that would work between
17 the DEX 400 and how we would have set it up with
18 order entry, the answer is I think I have a
19 reasonable understanding, even back from historical
20 viewpoint.

21 But your question was, did I understand
22 how that was working and operating with T.S.I. I
23 don't know what the agreement said, and, you know,
24 what was supposed to happen on travel cards. I'm
25 not sure that the client's counsel even asked the

1 question. If he did, I don't recall it, but maybe
2 you're right, maybe he --

3 Q. I'm asking you a question.

4 A. That's fine. You're asking. What I'm
5 saying to you is, I think I understand technically
6 how travel cards work. I'm not familiar with the
7 contents of the agreement, and I'm not sure, you
8 know, in the relationship, what the
9 responsibilities of T.S.I. were and what the
10 responsibilities of, say, Telus were at the time.

11 Q. How would Telus or Transcall even know
12 to begin billing for a travel card?

13 A. Let me explain how travel cards work,
14 then set the stage.

15 Q. Okay. Great.

16 A. I'm not -- I know you people are
17 involved with the PSC and have a lot of information
18 and knowledge about telecommunications, so I'm not
19 trying to -- I'm going to go from the basics, then
20 try and rip through this pretty quick. If you have
21 any questions, certainly jump in. I'll try and
22 explain in more detail.

23 Travel card, and I referred to it
24 before as an authorization code, or an auth code is
25 a travel card, is generally used when, as it's

1 stated, a person is traveling and they're calling
2 in from another area, let's say the country, or
3 potentially internationally.

4 What happens is the customer will
5 either call in, and at the time there were local
6 access numbers or 800 numbers. The customer
7 actually calls the local access number or the 800
8 number, and then is prompted by usually a voice
9 response unit or a live operator, depending on what
10 the technology was at the time, about what their
11 authorization code is and what their pin is.

12 Once having supplied that, if it's
13 automated, you're then prompted to -- and our
14 system works differently now, but I believe the old
15 technology used to prompt for authorization code
16 and pin, validate authorization code and pin, then
17 you would get a subsequent bong tone. After the
18 bong tone you would enter zero, area code, and then
19 the telephone number. If it was international,
20 then you would enter the international dialing
21 digits. The call is then processed.

22 What ends up happening is, usually
23 there's a switch attached platform, or it's
24 actually set up in the switch software to allow the
25 travel card to get placed. The calls are usually

1 placed over separate trunk groups, so the travel
2 calls would come in on a separate trunk group. I
3 don't know the specifics of whether, again, the
4 T.S.I. customers were issued separate blocks of
5 auth codes where they were differentiated from the
6 Telus customers, or just issued the next
7 incremental authorization code.

8 My recollection from that period of
9 time was we were generating random codes and random
10 pins. Now, you can select a vanity pin, you can
11 have a random, you could select a vanity
12 authorization code, and you would then get a random
13 pin which would be used. The whole purpose of that
14 is for security.

15 So when the call is being placed, okay,
16 I explained about the reference files. When we set
17 up that order entry for the customer, the
18 authorization code and the pin is entered, tied to
19 in this case, let's say, a T.S.I. end customer.
20 It's loaded into the switch. If it's in the switch
21 attached platform, it's loaded into the switch
22 attached platform, the call is placed, and
23 validates against a switch database. You get a
24 tone out dial and place a long distance call.

25 What we receive back, from the CDR

1 standpoint, we actually get recognition that there
2 was the call into the switch; and that CDR comes in
3 on a trunk group that would be -- without getting
4 into -- it's called an IMT, intermachine trunk
5 group.

6 The IMT would then actually roll to
7 another outbound trunk, which would be a regular
8 feature group. And the feature group would then
9 allow that customer to place a long distance call
10 to somebody he was trying to call, as if they were
11 in the office.

12 The difference is, we used the
13 reference data as authorization code and a pin for
14 validation, the switch. We use the authorization
15 code for connection to say this is the customer
16 that that call belongs to, much like we would an
17 ANI.

18 Q. Mr. Holop, I think essentially the
19 question I'm looking for, if a T.S.I. customer had
20 called in to get a pin code, an authorization code
21 for a travel card, would he have called T.S.I., and
22 then T.S.I. relayed that information to Transcall,
23 or would it be input automatically in the Transcall
24 system? That's essentially what I'm looking for.

25 A. Beth, I wish I could help you. I'm not

1 sure I know the answer to that.

2 Q. Is there a witness that you think could
3 answer that question?

4 A. I imagine the people that were involved
5 on a customer service order entry side would be
6 your best bet, Beth.

7 Q. Who would that be?

8 A. Possibly, like Dennis Sickle or Mary Jo
9 Daurio.

10 Q. Okay, thank you. I have a similar
11 question with billing for accounts after they've
12 been cancelled.

13 How would Transcall get information
14 that a T.S.I. account had been cancelled; do you
15 know that?

16 A. No. It's the same area, though. The
17 question that you're really asking -- let me help
18 frame this for you. I don't know, as part of the
19 agreement, and I'm not aware of the specifics, if
20 T.S.I. had their own customer service reps,
21 that -- well, I've got a bill here, so hold on.
22 Maybe I can help here. I try to be helpful when I
23 can. Let me look at this bill. Of course, this is
24 the T.S.I. bill.

25 The question would be, when we produce

1 the end-user bill that went to the customer,
2 generally there's an 800 number that's placed on
3 the bill or a local number that's placed on the
4 bill for the customer to call. I think if you look
5 at a bill, and, again, this is just from my vague
6 knowledge about billing, but there's a number in
7 there to call that would be the customer service
8 number.

9 If the customer service number was a
10 T.S.I. number, then the answer, Beth, is, they were
11 calling T.S.I., first. If the customer service
12 number was a Telus number, which you could validate
13 by, say, look at a Telus customer and look at a
14 T.S.I. customer, and if they're the same number,
15 then my assumption would be, again, drawing a
16 hypothesis, that they're calling into the same
17 customer service center.

18 When they call that customer service
19 center, I assume to deactivate a customer, it would
20 be the same they were following for Telus, and
21 likewise on an authorization code; the issuance of
22 the code would be the same for a T.S.I. customer on
23 the producing authorization code.

24 What they do, they actually produce a
25 card. And the card then gets usually put in a

1 mailer. The mailer gets sent to the customer. The
2 customer gets -- I think back then we were using
3 that flimsy plastic that was hard to print on. We
4 weren't smart enough to get into credit card style
5 cards, but that's the procedure.

6 I think the answer might be very
7 straightforward. If you look at one bill, you look
8 at the other, undoubtedly there has to be a
9 customer service number in there. In fact, let me,
10 just for grins and chuckles.

11 MR. PARSONS: Do you have some of the
12 bills to customers behind you?

13 THE WITNESS: Here it is, right. If
14 you look at the top of the bill, on the ATC
15 logo for the bill we sent to T.S.I., or what's
16 represented, the T.S.I. bill below the logo,
17 it says 1515 South Federal Highway, suite 400,
18 Boca Raton, Florida 33432-7404. Below that
19 there's a 1-800-226-5043, which is the number
20 to call for customers within Florida and
21 Georgia. Follow a procedure. There's another
22 number that has an extension if you're
23 outside. Then there's a number to report
24 technical difficulties, which has different
25 station digits on the 800.

1 So the answer is, T.S.I. got a bill
2 that if they had a problem, you know, maybe
3 rather than calling their salesperson, their
4 sales support person, whatever, they had a 800
5 number to call. My guess is, the bills that
6 went out to T.S.I. customers had the Telus or
7 ATC behind that, 800 number on it. That would
8 be my guess.

9 I don't know. I didn't look at the
10 agreement to know whether that was what the
11 relationship was supposed to be, but that's
12 it, kind of in black and white. Does that
13 help?

14 BY MS. KEATING:

15 Q. Somewhat. Let me just ask you a
16 general question. From your understanding of
17 billing to this type of customer, and receipt of
18 information, suppose a customer of T.S.I. wanted to
19 sign up for a travel card, and the number called
20 was a T.S.I. customer information number. How
21 would that information be translated from T.S.I. to
22 Transcall or, leaving out company names, between
23 these two companies, any companies?

24 A. Yeah. I mean --

25 MR. SELF: Do you know? Do you know

1 exactly?

2 BY MS. KEATING:

3 Q. Do you have any understanding of that
4 type of process?

5 A. I know how it works today, for sure. I
6 could give you my opinion of how it worked back
7 then.

8 Q. That will be fine.

9 A. It's an assumption. But --

10 Q. Understood.

11 A. Assuming that the 800 number was
12 different, let's take that as a hypothesis. Or,
13 you know, T.S.I. had salespeople on the street,
14 right. T.S.I. was selling, so they had customers
15 they were turning up, so it's possible that the
16 T.S.I. salesperson gives the T.S.I. customer a
17 card. Let's say it's a business card that has a
18 number to call. And they call into the T.S.I.
19 office. At that point, it was my understanding
20 that T.S.I. did not have access to the online
21 systems that Telus was using.

22 I can't ask questions of the counsel.
23 So that's my assumption.

24 Q. Okay.

25 A. In which case they would then record

1 the information, and, I'm assuming, fax that over.
2 Maybe there was an order form that they had that
3 Telus had given them or ATC had given them, say
4 here's how you record your orders for your
5 customer, and they take the order and fax that
6 over. Then as I mentioned that, that would get
7 entered into the order entry system. That's how
8 I'm assuming it would work then.

9 Q. Now, we'll assume the opposite of the
10 hypothetical. The number is directly to
11 Transcall. Would T.S.I. have any information
12 regarding that customer having a travel card, prior
13 to receiving a bill for that travel card?

14 A. Well, here's the way. The customer
15 calls in because they got a bill. Right?

16 Q. Right.

17 A. They were turned up by T.S.I. They
18 call in. At that point the person who is doing the
19 order entry would look at the customer and say,
20 "This is a T.S.I. customer." When they add that,
21 I'm assuming they put it on the same account. So
22 at that point, when any information is generated,
23 it's tied to the account that the person had.

24 I don't think someone would just pick
25 up a copy of a bill and say, "Aha, I like this

1 bill. I'm going to be a T.S.I. customer and just
2 call the 800 number." Do you know what I mean?
3 There would have to be some impetus for the person
4 to call. So if they were called on by a
5 salesperson, my assumption is it's through the
6 order confirmation, the orders and faxing it or
7 hand carrying it or mailing, or however they got
8 the orders over to Telus to enter. If it's because
9 they already got a bill from Telus or ATC, they
10 would be set up as a T.S.I. account already.

11 Q. Would a customer that simply had an
12 account set up, necessarily automatically have a
13 travel card and pin number and authorization code?

14 A. I don't believe the practice at the
15 time was to do that. It's been --

16 Q. What I'm asking is, suppose the
17 customer called in, not to complain about the bill,
18 but just to call in to sign up for a travel card,
19 enter a pin code, had called Transcall. Would
20 T.S.I. be billed for that travel card? Would
21 T.S.I. have known about that ahead of that bill?

22 A. Again, when they called in, Beth, they
23 would have called in -- if they called directly
24 into Transcall, it's my understanding, and again
25 this is just my assumption, I don't know -- I don't

1 believe that Transcall, ATC, Telus, whatever, was
2 going out of its way to call on Telus customers.
3 So the only way they would know to call that 800
4 number is from a physical hard copy bill, if, in
5 fact, the 800 number was the same as the one that
6 was being sent to the Transcall, Telus, ATC
7 customers.

8 Q. I understand that.

9 A. So if they call into customer service,
10 by definition they're already identified as a
11 T.S.I. customer. Now, when you're saying did the
12 customer service rep turn around and call someone
13 over at T.S.I. and say, "Hey, I just signed up a
14 customer for you on travel card," I have no idea.

15 Q. Okay.

16 A. We're going down the road here where,
17 no, they probably wouldn't see it right away, but
18 what they would get, they would see new usage
19 coming in on a report or whatever.

20 Q. That's what I was looking for.

21 A. Yeah.

22 MS. KEATING: I think that's all we
23 have. Thank you, Mr. Holop.

24 THE WITNESS: Sure.

25 MR. GIMBEL: We have no questions.

1 MR. PARSONS: I have no more
2 questions. I think we're finished for today.
3 (Thereupon the taking of the deposition
4 was concluded.)

5

6

Deponent

7

8

9

Sworn to and subscribed before me this
_____ day of _____ 1998.

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CERTIFICATE OF OATH

1
2 STATE OF FLORIDA
3 COUNTY OF DADE

4 I, the undersigned authority, certify
5 that JOSEPH HOLOP, personally appeared before me
6 and was duly sworn.

7
8 WITNESS my hand and official seal this
9 30th day of March 1998.

10
11 _____
12 ROBERT WOLINSKY
13 Notary Public - State of Florida
14 My Commission expires: 11-14-2001

REPORTER'S DEPOSITION CERTIFICATE

15 STATE OF FLORIDA
16 COUNTY OF DADE

17 I, ROBERT WOLINSKY, Registered
18 Professional Reporter, certify that I was
19 authorized to and did stenographically report the
20 deposition of Joseph Holop; that a review of the
21 transcript was requested; and that the transcript
22 is a true and complete record of my stenographic
23 notes.

24 I further certify that I am not a
25 relative, employee, attorney, or counsel of any of
the parties, nor am I a relative or employee of any
of the parties' attorney or counsel connected with
the action, nor am I financially interested in the
action.

DATED this 30th day of March 1998.

26 _____
27 ROBERT WOLINSKY, R.P.R.

EXHIBIT _____
(JPH - 1)

BEFORE THE STAFF OF THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 951232-TI
FILED: October 17, 1995

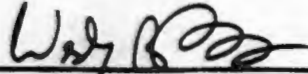
In Re: Dade County Circuit Court referral of)
certain issues in Case No. 92-11654 CA 11)
(Transcall America, Inc. vs. Telecommunications)
Services, Inc. and Telecommunications Services,)
Inc. vs. Transcall America, Inc. and Advanced)
Telecommunications Corp.) that are within the)
Commission's jurisdiction.)
_____)

AMENDED NOTICE OF TAKING DEPOSITIONS

PLEASE TAKE NOTICE that the undersigned attorneys will take the depositions listed below pursuant to agreement of counsel and the Florida Rules of Civil Procedure upon oral examination before officers authorized by law to take depositions in Florida, at the date, time, and place shown. The oral examinations will continue from day to day until completed. The depositions are being taken for the purpose of discovery, for use at trial, or for such other purposes as are permitted under the rules. "ATC/Transcall" refers to Plaintiff/Counter-Defendant, Transcall America, Inc. d/b/a ATC Long Distance and/or Third Party Defendant, Advanced Telecommunications Corp.



ADORNO & ZEDER, P.A.



Jon W. Zeder
Florida Bar No. 98432
Wesley R. Parsons
Florida Bar No. 539414
2601 South Bayshore Drive, Suite 1600
Miami, Florida 33133
Telephone No.: (305) 858-5555
Telefax No.: (305) 858-4777

Attorneys for Defendant

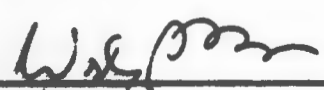
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via
telefax and U.S. Mail this 16 day of March, 1998 to:

Albert T. Gimbel
Messer, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
Tallahassee, Florida 32302-1878

and by U.S. Mail to:

Mary Beth Keating
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32301



cc: H. Allen Benowitz & Associates (by telefax)

DEPONENT

DATE AND TIME

LOCATION

Joe Holop

March 24, 1998
10:00 a.m.

WorldCom Inc.
1515 S. Federal Hwy.
Suite 400
Boca Raton FL 33432

Pursuant to Rule 1.310(b)(6),
the person most knowledgeable
about the CDR tapes on TSI traffic
held by ATC/Transcall.

March 24, 1998
(Immediately following
Mr. Holop's deposition)

WorldCom Inc.
1515 S. Federal Hwy.
Boca Raton FL 33432

Brian Sulmonetti

March 26, 1998
10:00 a.m.

WorldCom Inc.
1515 S. Federal Hwy.
Suite 400
Boca Raton FL 33432

Pursuant to Rule 1.310(b)(6),
the person most knowledgeable
about documents produced to
TSI by ATC/Transcall.

March 26, 1998
(Immediately following
Mr. Sulmonetti's
deposition)

WorldCom Inc.
1515 S. Federal Hwy.
Boca Raton FL 33432

Pursuant to Rule 1.310(b)(6),
a person knowledgeable
about the corporate history of
ATC/Transcall, and particularly
the liabilities thereof.

March 26, 1998
(Immediately following
Mr. Sulmonetti's
deposition)

WorldCom Inc.
1515 S. Federal Hwy.
Boca Raton FL 33432

Dennis Sickle

March 27, 1998
9:00 a.m.

WorldCom Inc.
1515 S. Federal Hwy.
Suite 400
Boca Raton FL 33432

EXHIBIT _____
(JPH - 2)

LAW OFFICES
IRWIN M. FROST, P.A.
SUITE 400
1101 BRICKELL AVENUE
MIAMI, FLORIDA 33101

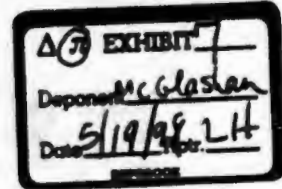
JUN 12 1992

TELEPHONE (305) 374 3001
TELECOPY (305) 372 8650

June 10, 1992

Via Facsimile

Mr. Rudy McGlashan
ATC Long Distance
1515 South Federal Highway
Suite 400
Boca Raton, FL 33432-7404



Re: **Mag Tape Billing Format**

Dear Rudy:

The magnetic billing tapes recently provided by ATC to Telecommunication Services, Inc. ("TSI") apparently did not contain a description of the billing tape format of the records contained on the tapes. Please provide the missing description necessary to interpret the magnetic tapes you provided as soon as possible.

Attached is a list of 800 customers and their numbers which have not yet been reactivated. I understand from the Public Service Commission who spoke with your attorney in Tallahassee that you are prepared to reconnect these customers once identified to you.

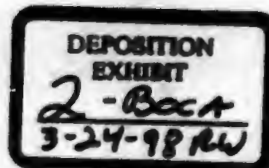
Very truly yours,

IRWIN M. FROST, P.A.

A handwritten signature in black ink, appearing to be "I. Frost", written in a cursive style.

IRWIN M. FROST

IMF:rz
cc: Tracy Hatch, Esq.
lcoc311a.01a



2085

ACCOUNT NAME**800#**

A & A PROFESSIONAL	330-1481	NO CSR INFO
ATLANTIC STATES FINANCIAL	330-8914	NO CSR INFO
BILL RICH CARPET	7330-3018	NO CSR INFO
JAMES R. FRUITT	780-3138	NO CSR INFO
WORLD ACCESS COMM. CORP.	329-2929	437963
CROSSLAND MORTGAGE CORP.	329-3874	DESIGNER'S TRADE NOT A TBI CSR
CROSSLAND MORTGAGE CORP.	780-3874	NOT ON TBI LIST
CELLULAR U.S.A.	330-2355	NOT ON TBI LIST
CLASSIC WHOLESALE	329-2117	437703
PRONTO TRAVEL	780-8808	NO INFO ON CSR.
ROPS AND ASSOC.	330-7677	NOT LISTED AS TBI
ROPS AND ASSOC.	780-7677	"
T.S.I.	780-0788	TBI OFFICES NOT TURNED ON
T.S.I.	780-8585	" " " " "
WINDWARD SEAFOODS	780-3474	NOT ON TBI LIST

<u>ACCOUNT NAME:</u>	<u>800 NUMBER:</u>	<u>COMMENTS:</u>
A & A PROFESSIONAL	330-1881	No Customer Information ✓
ATLANTIC STATES FINANCIAL	330-8914	No Customer Information ✓
BILL RICH CARPET	330-3018	No Customer Information ✓
JAMES R. FRUITT	780-3138	No Customer Information ✓
WORLD ACCESS COMM. CORP.	329-2929	New Account #437385 - DIF. NAME - NOT TSI ✓
CROSSLAND MORTGAGE CORP.	329-387-	Not a TSI Customer Designer Trade ✓
CROSSLAND MORTGAGE CORP.	780-3874	Not on TSI List ✓
CELLULAR U.S.A.	330-2358	Not on TSI List ✓
CLASSIC WHOLESALE	329-2117	New Account #437703 ✓
PRONTO TRAVEL	780-8808	No Customer Information ✓
ROPS AND ASSOC.	330-7677	Not Listed as TSI ✓
ROPS AND ASSOC.	780-7677	Not Listed as TSI ✓
T.S.I.	780-0788	TSI Offices Not Turned On ✓
T.S.I.	780-8588	TSI Offices Not Turned On ✓
WINDWARD SEAFOODS	780-3474	Not on TSI List ✓

<u>ACCOUNT NAME:</u>	<u>800 NUMBER:</u>	<u>COMMENTS:</u>
A & A PROFESSIONAL	330-1881	No Customer Information
ATLANTIC STATES FINANCIAL	330-8914	No Customer Information
BILL RICH CARPET	330-3018	No Customer Information
JAMES R. PRUITT	780-3138	No Customer Information
WORLD ACCESS COMM. CORP.	329-2929	New Account #437385
CROSSLAND MORTGAGE CORP.	329-3874	Not a TSI Customer Designer Trade
CROSSLAND MORTGAGE CORP.	780-3874	Not on TSI List
CELLULAR U.S.A.	330-2355	Not on TSI List
CLASSIC WHOLESALE	329-2117	New Account #437703
PRONTO TRAVEL	780-8808	No Customer Information
ROPS AND ASSOC.	330-7677	Not Listed as TSI
ROPS AND ASSOC.	780-7677	Not Listed as TSI
T.S.I.	780-0788	TSI Offices Not Turned On
T.S.I.	780-8585	TSI Offices Not Turned On
WINDWARD SEAFOODS	780-3474	Not on TSI List

ATC LONG DISTANCE

**MAGNETIC TAPE FORMAT
RATED CALL RECORD (220 BYTES)**

Call Start Period Code 1 - day
 2 - evening
 3 - night

Usage Types 0 - intralata
 1 - intrastate
 2 - interstate
 3 - 800 pass thru
 4 - N/A
 5 - local calls
 6 - intrastate directory assistance
 7 - interstate directory assistance
 8 - N/A
 9 - international

Increment 1 - full minute/full minute
 2 - 30 seconds/6 seconds
 3 - 18 seconds/6 seconds
 4 - full minute/6 seconds
 5 - 6 seconds/ 6 seconds
 6 - 3 seconds/ 3 seconds

Service/Product Type: Contact your Sales Representatives for values.

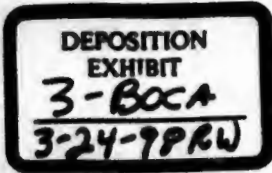
10/27 numerical

STANDARD TAPE FORMAT

<u>Field Description</u>	<u>Length</u>	<u>A/N</u>	<u>Relative Location</u>
Account Number	10	N	1
ANI (originating) OR	10	N	11
Auth Code (originating)	14	N	21
Service/Product Type	3	N	35
Usage Type	1	N	38
LATA (terminating)	4	N	39
Called Destination Number (Called NPA/NXX/LINE or CC/CC/CO/LINE combined in Destination Number)	18	N	43
Project code	18	N	59
Call YMD	6	N	75
Call Start Time	6	N	81
Call Duration	6 (4.2)	N	87
Call Cost - Total	8 (6.2)	N	93
State Code - Terminating	2	A/N	101
Called City	10	A/N	103
Call Start Period Code	1	N	113
Call Duration Day	6 (4.2)	N	114
Call Cost Day	8 (6.2)	N	120

<u>Field Description</u>	<u>Length</u>		<u>Relative Location</u>
Call Duration Eve	6 (4.2)	N	128
Cost Eve	8 (6.2)	N	134
Call Duration Night	6 (4.2)	N	142
Call Cost Night	8 (6.2)	N	148
Mileage of Call	5	N	158
Sequence Number	5	N	161
Band/Tier	2	N	168
Originating Switch	2	N	168
Originating Trunk Group	4	N	170
Terminating Trunk Group	4	N	174
Bill Date	3	N	178
Increment	2	N	181
Filler	38	A/N	183
Record Length:	<u>220</u>		
Block Size:	22,000		

EXHIBIT _____
(JPH - 3)



IN THE CIRCUIT COURT IN AND FOR THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 92-11654

ADVANCED TELECOMMUNICATIONS CORPORATION, a Florida corporation,

Plaintiff,

vs.

TELECOMM SERVICES, INC., a Florida corporation, a/k/a TELECOMMUNICATION SERVICES, INC., a/k/a T.S.I.,

Defendant.

COMPLAINT

12400
1-22
H0157

FILED FOR RECORD
92 MAY 21 PM 3:01
CLERK OF CIRCUIT COURT
DADE COUNTY FLORIDA

Plaintiff, Advanced Telecommunications Corporation ("ATC"), a Florida corporation, through undersigned counsel, sues the Defendant, Telecomm Services, Inc., a Florida corporation, and states as follows:

AS TO ALL COUNTS

1. This is an action for money damages that exceeds Ten Thousand Dollars (\$10,000.00) in amount.
2. ATC is a Florida corporation duly authorized and existing under and by virtue of the laws of the State of Florida, with its principal office located in Dade County, Florida.
3. Venue for this action is proper in this judicial circuit. Demand for payment of the claims asserted in this lawsuit was made

in Dade County, Florida. Said demand required payment to be made in Dade County, Florida.

4. All conditions precedent to the maintenance of this action have been performed or occurred.

5. ATC has retained its undersigned counsel and agreed to pay them a reasonable attorneys' fee for their services rendered in connection with the subject matter of this civil action.

6. ATC is entitled to reasonable attorneys' fees pursuant to the agreement between the parties and/or Fla. Stat. § 57.105 (1991).

7. Upon information and belief, Telecomm Services, Inc., a Florida corporation, was, at all times material hereto, also known as Telecommunications Services, Inc., and T.S.I., and held itself out to ATC as Telecommunication Services, Inc., Telecomm Services, Inc., and/or T.S.I. (hereinafter "T.S.I.").

COUNT I

8. T.S.I. owes ATC \$640,323.39, that is due with interest since May 7, 1992, according to the attached account (exhibit "A").

WHEREFORE, ATC demands judgment for damages against T.S.I., including interest, attorneys' fees and costs.

COUNT II

9. Before the institution of this action ATC and T.S.I. had business transactions between them and on May 7, 1992, they agreed to the resulting balance.

10. ATC rendered a statement of the resulting balance to T.S.I., a copy being attached (exhibit "A"), and T.S.I. did not object to the statement.

11. T.S.I. owes ATC \$640,323.39, that is due with interest since May 7, 1992, on the account.

WHEREFORE, ATC demands judgment for damages against T.S.I., including interest, attorneys' fees and costs.

COUNT III

12. T.S.I. owes ATC \$640,323.39, that is due with interest since May 7, 1992, for long distance telecommunications services provided by ATC to T.S.I. through April 27, 1992.

WHEREFORE, ATC demands judgment for damages against T.S.I., including interest, attorneys' fees and costs.

COUNT IV

13. ATC provided T.S.I. with long distance telecommunications services (the "Services"), at T.S.I.'s request, through April 27, 1992.

14. T.S.I. knowingly and voluntarily accepted the Services.

15. ATC conferred a benefit upon T.S.I. by providing the Services.

16. The Services (and the benefits derived therefrom) flowed from ATC to T.S.I. T.S.I. appreciated the benefits of the Services.

17. T.S.I.'s acceptance and retention of the Services (and the benefits derived therefrom) were under such circumstances that it is inequitable for T.S.I. to retain the benefit of the Services

without paying value to ATC for the Services.

18. The value of the services provided, and the amount T.S.I. owes ATC is \$640,323.39, that is due with interest since May 7, 1992.

WHEREFORE, ATC demands a judgment against T.S.I., for damages, including interest, attorneys' fees, and costs.

COUNT V

19. On July 7, 1989, T.S.I. executed and delivered a contractual agreement for the provision of long distance telecommunication services (entitled the Agreement), a copy of which is attached as exhibit "B", to Telus Communications, Inc., predecessor in interest to ATC, in Miami, Dade County, Florida.

20. ATC owns and holds the Agreement.

21. T.S.I. has defaulted under the Agreement by failing to make payments when due. On May 7, 1992, T.S.I. agreed to immediately pay all amounts due and owing. However, T.S.I. failed to live up to its promise.

22. ATC has made numerous oral and written demands upon and of T.S.I. for payment of the amount due, to no avail.

23. T.S.I. is indebted to ATC, pursuant to the Agreement, in the amount of \$640,323.39, together with interest, attorneys' fees and costs.

CASE NO. 92-

WHEREFORE, ATC demands judgment for damages against T.S.I., including interest, attorneys' fees and costs.

FRIEDMAN, RODRIGUEZ & PEÑA, P.A.

By: 

Mario R. Delgado, Esq.
Florida Bar. No. 745065
Donna J. Riven, Esq.
Florida Bar No. 858536
5150 Southeast Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131-2318
(305) 377-4100

Dated: May 21, 1992



1515 S. Federal Hwy., Suite 400
 Boca Raton, Florida 33432-7404
 1-800-226-5043 (Customers within FL & GA)
 1-800-432-5043 Ext. 3 (Customers outside FL & GA)
 To Report Technical Difficulties 1-800-226-8040

ATC REMIT TO:
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

INVOICE NO: 910809001
 INVOICE DATE: 010/02/91
 SERVICE PERIOD:
 08/01/91 - 08/31/91

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

Post-Net brand fax transmittal memo 7871 # of pages 11

To: PAUL	From: Sharon
On: [blank]	On: [blank]
Dept: [blank]	Phone: [blank]
Fax: [blank]	Fax: [blank]

PER CONTRACT 50% OF BAL. IS DUE

TOTAL AMOUNT DUE

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	15,404	63,659.5		47,105.45
TRAVEL SERVICE	579	2,764.0	.1900	325.14
INBOUND 800	10,522	39,283.0	.2100	8,249.43
INTRALATA	13,387	33,348.5	.1200	4,001.82
INTRASTATE	12,594	37,084.8	.1250	4,635.60
INTERSTATE ON NET	34,581	113,888.3	.1400	15,944.36
INTERSTATE OFF NET	16,100	46,387.2	.1500	6,958.08
SUBTOTAL	103,167	336,395.3		87,419.90
EVENING USAGE:				
TRAVEL SERVICE	287	1,699.0	.1600	271.84
INBOUND 800	1,176	3,952.0	.2100	829.92
INTRALATA	2,757	8,200.4	.1200	984.05
INTRASTATE	1,754	8,572.0	.1250	1,071.50
INTERSTATE ON NET	6,119	33,977.1	.1400	4,756.79
INTERSTATE OFF NET	1,661	7,467.7	.1500	1,150.16
SUBTOTAL	13,754	64,068.2		9,064.26
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	182	1,357.0	.1600	217.12
INBOUND 800	794	1,790.0	.2100	375.90
INTRALATA	1067	3,114.7	.1200	373.76
INTRASTATE	586	3,310.9	.1250	413.86
INTERSTATE ON NET	2,768	22,272.7	.1400	3,118.18
INTERSTATE OFF NET	579	4,933.7	.1500	740.06
SUBTOTAL	6,976	36,779.0		5,238.88
CREDIT 15% DOMESTIC USAGE				(8,192.64)
CURRENT BALANCE				93,530.40
REVIOUS BALANCE				189,254.68
PAYMENT - THANK YOU				(64,857.56)
PAYMENT - THANK YOU				(38,186.85)
TOTAL AMOUNT DUE				158,740.67



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 1-800-228-5043 (customers within FL & GA)
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 To Report Technical Difficulties 1-800-228-8040

ATC
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

INVOICE NO: 910930001
 INVOICE DATE: 04/08/92
 SERVICE PERIOD:
 09/01/91 - 09/30/91

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	13,860	60,478.5		43,878.19
TRAVEL SERVICE	521	2,348.0	.1900	446.12
INBOUND 800	8,757	30,664.0	.2100	6,439.44
INTRALATA	10,369	27,986.8	.1200	3,358.42
INTRASTATE	11,910	35,613.9	.1250	4,451.74
INTERSTATE ON NET	34,477	111,528.9	.1400	15,614.08
INTERSTATE OFF NET	13,837	42,687.5	.1500	6,403.13
SUBTOTAL	93,731	311,307.6		80,591.09
EVENING USAGE:				
TRAVEL SERVICE	330	2,180.0	.1600	348.80
INBOUND 800	1,288	4,126.0	.2100	866.46
INTRALATA	3,997	9,249.4	.1200	1,109.93
INTRASTATE	1,712	7,923.9	.1250	990.49
INTERSTATE ON NET	6,114	31,263.9	.1400	4,376.95
INTERSTATE OFF NET	1,813	7,835.2	.1500	1,175.28
SUBTOTAL	14,951	62,578.4		8,847.91
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	247	1,549.0	.1600	247.84
INBOUND 800	1,361	3,272.0	.2100	687.12
INTRALATA	1,518	4,269.0	.1200	512.28
INTRASTATE	588	3,942.0	.1250	492.75
INTERSTATE ON NET	3,200	27,027.0	.1400	3,783.78
INTERSTATE OFF NET	899	4,617.0	.1500	692.55
SUBTOTAL	7,513	44,676.0		6,416.32
CREDIT 15% DOMESTIC USAGE				(7,799.57)
CURRENT BALANCE				88,075.78
PREVIOUS BALANCE				348,428.17
TOTAL AMOUNT DUE ----->				636,503.92



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 Boca Raton, Florida 33432-7404
 1-800-226-5043 (Customers within FL & GA)
 1-800-432-5043 Ext. 3 (Customers outside FL & GA)
 To Report Technical Difficulties 1-800-226-5040

SENT TO:
 ATC
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

INVOICE NO: 910809001
 INVOICE DATE: 12/06/91
 SERVICE PERIOD:
 10/01/91 - 10/31/91

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	14,820	64,475.3		47,094.31
TRAVEL SERVICE	682	3,142.0	.1900	596.98
INBOUND 800	4,769	15,612.0	.2100	3,278.52
INTRALATA	14,192	36,047.3	.1200	4,325.68
INTRASTATE	16,023	45,456.5	.1250	3,682.06
INTERSTATE ON NET	44,740	144,549.6	.1400	20,236.94
INTERSTATE OFF NET	19,555	58,009.8	.1500	8,701.47
SUBTOTAL	114,783	367,312.5		89,915.96
EVENING USAGE:				
TRAVEL SERVICE	370	2,600.0	.1600	416.00
INBOUND 800	831	2,459.0	.2100	516.39
INTRALATA	5,183	11,562.4	.1200	1,387.49
INTRASTATE	2,200	10,629.8	.1250	1,328.73
INTERSTATE ON NET	8,118	45,425.4	.1400	6,339.56
INTERSTATE OFF NET	2,114	10,958.1	.1500	1,643.72
SUBTOTAL	18,816	83,634.7		11,651.89
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	327	2,117.0	.1600	338.72
INBOUND 800	752	2,144.0	.2100	450.24
INTRALATA	2237	5,975.5	.1200	717.06
INTRASTATE	1606	7,349.6	.1250	918.70
INTERSTATE ON NET	5,716	36,883.9	.1400	5,121.75
INTERSTATE OFF NET	1,584	7,960.9	.1500	1,194.14
SUBTOTAL	12,222	62,130.9		8,740.61
CREDIT 15% DOMESTIC USAGE				(9,482.12)
CURRENT BALANCE				100,526.34
PREVIOUS BALANCE				155,740.67
PAYMENT - THANK YOU				
PAYMENT - THANK YOU				
TOTAL AMOUNT DUE				256,567.01



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 Boca Raton, Florida 33432-7404
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 To Report Technical Difficulties 1-800-228-8040

ATC
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

INVOICE NO: 910809001
 INVOICE DATE: 12/10/91
 SERVICE PERIOD:
 11/01/91 - 11/30/91

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	13,635	59,275.8		43,158.12
TRAVEL SERVICE	818	3,480.0	.1900	661.20
INBOUND 800	5,651	17,728.0	.2100	3,722.88
INTRALATA	11,485	29,783.8	.1200	3,574.06
INTRASTATE	10,152	30,570.5	.1250	3,821.31
INTERSTATE ON NET	34,963	117,144.6	.1400	16,400.24
INTERSTATE OFF NET	16,711	48,355.6	.1500	7,253.34
SUBTOTAL	93,415	306,338.3		78,591.15
EVENING USAGE:				
TRAVEL SERVICE	459	2,687.0	.1600	429.92
INBOUND 800	1,131	3,331.0	.2100	699.51
INTRALATA	3,740	9,941.0	.1200	1,192.92
INTRASTATE	1,532	7,796.5	.1250	973.81
INTERSTATE ON NET	7,685	42,141.6	.1400	5,899.82
INTERSTATE OFF NET	2,006	9,714.2	.1500	1,457.13
SUBTOTAL	16,523	75,605.3		10,653.11
NIGHT/WEEEKEND USAGE:				
TRAVEL SERVICE	457	2,846.0	.1600	455.36
INBOUND 800	1475	4,151.0	.2100	871.71
INTRALATA	2536	7,087.7	.1200	850.52
INTRASTATE	1256	6,424.7	.1250	803.09
INTERSTATE ON NET	7,144	44,508.1	.1400	6,231.13
INTERSTATE OFF NET	1,826	8,056.6	.1500	1,208.49
SUBTOTAL	14,694	73,074.1		10,420.30
CREDIT 15% DOMESTIC USAGE				(8,475.97)
CURRENT BALANCE				91,168.59
PREVIOUS BALANCE				256,567.01
TOTAL AMOUNT DUE ----->				347,755.60



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 1-800-228-5043 (Customers within FL & GA)
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 To Report Technical Difficulties 1-800-228-5040

ATC: REMIT TO:
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

INVOICE NO: 911231001
 INVOICE DATE: 04/08/92
 SERVICE PERIOD:
 12/01/91 - 12/31/91

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	12,619	56,752.4		41,038.65
TRAVEL SERVICE	716	3,299.0	.1900	626.81
INBOUND 800	8,393	17,027.0	.2100	3,578.67
INTRALATA	11,029	28,456.9	.1200	3,414.83
INTRASTATE	9,696	29,078.3	.1250	3,634.81
INTERSTATE ON NET	33,706	109,685.9	.1400	19,356.03
INTERSTATE OFF NET	18,611	32,178.7	.1500	7,826.81
SUBTOTAL	91,770	296,478.4		75,473.61
EVENING USAGE:				
TRAVEL SERVICE	545	3,549.5	.1400	567.92
INBOUND 800	1,290	3,778.3	.2100	793.49
INTRALATA	3,406	9,548.6	.1200	1,145.83
INTRASTATE	1,635	8,673.4	.1250	1,044.18
INTERSTATE ON NET	8,034	45,321.9	.1400	6,348.07
INTERSTATE OFF NET	2,370	11,456.1	.1500	1,718.42
SUBTOTAL	17,300	82,328.0		11,454.91
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	483	3,407.0	.1600	545.12
INBOUND 800	1,419	4,018.0	.2100	843.78
INTRALATA	1,874	5,464.4	.1200	655.73
INTRASTATE	947	5,676.7	.1250	709.59
INTERSTATE ON NET	8,736	39,116.7	.1400	5,476.34
INTERSTATE OFF NET	1,603	8,239.6	.1500	1,238.94
SUBTOTAL	12,062	65,922.4		9,466.50
CREDIT 15% DOMESTIC USAGE				(8,333.46)
CURRENT BALANCE				88,261.86
PREVIOUS BALANCE				636,903.92
TOTAL AMOUNT DUE				724,765.4



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 Boca Raton, Florida 33432-7404
 1-800-228-5043 (customers within FL & GA)
 1-800-432-5043 Ext. 3 (customers outside FL & GA)
 To Report Technical Difficulties 1-800-228-5040

REMIT TO:
 ATC
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

INVOICE NO: 910809001
 INVOICE DATE: 02/18/92
 SERVICE PERIOD:
 01/01/92 - 01/31/92

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS **TOTAL AMOUNT**

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	13,673	63,653.7		45,416.81
TRAVEL SERVICE	834	4,849.0	.1900	925.11
INBOUND 800	7,326	24,040.0	.2100	5,048.40
INTRALATA	12,834	34,077.6	.1200	4,089.31
INTRASTATE	10,910	33,661.3	.1250	4,207.66
INTERSTATE ON NET	42,727	144,245.5	.1400	20,194.37
INTERSTATE OFF NET	22,932	61,629.9	.1500	9,244.49
SUBTOTAL	111,236	366,177.0		89,126.15
EVENING USAGE:				
TRAVEL SERVICE	471	3,203.0	.1600	512.48
INBOUND 800	1,201	3,897.0	.2100	818.37
INTRALATA	2,205	7,512.6	.1200	901.81
INTRASTATE	1,672	9,084.5	.1250	1,135.36
INTERSTATE ON NET	7,876	45,878.7	.1400	6,423.02
INTERSTATE OFF NET	2,103	10,244.6	.1500	1,536.69
SUBTOTAL	18,828	79,820.4		11,327.63
NIGHT/WEKEND USAGE:				
TRAVEL SERVICE	366	2,803.0	.1600	448.48
INBOUND 800	1,042	2,831.0	.2100	594.31
INTRALATA	1,072	3,379.6	.1200	405.55
INTRASTATE	729	4,474.6	.1250	559.33
INTERSTATE ON NET	4,419	35,089.4	.1400	4,912.52
INTERSTATE OFF NET	998	6,151.5	.1500	922.73
SUBTOTAL	8,626	54,729.1		7,843.12
CREDIT 15% DOMESTIC USAGE				(9,432.01)
CURRENT BALANCE				98,844.89
PREVIOUS BALANCE				347,755.60
TOTAL AMOUNT DUE				446,620.49



1515 S. Federal Hwy., Suite 400
 Boca Raton, Florida 33432-7404
 1-800-228-5043 (Customers within FL & GA)
 1-800-432-5043 Ext. 3 (Customers outside FL & GA)
 To Report Technical Difficulties 1-800-228-5040

ATC
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

REMIT TO:

INVOICE NO: 910809001
 INVOICE DATE: 03/10/92
 SERVICE PERIOD:
 02/01/92 - 02/29/92

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PAGE 1

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	14,268	73,943.1		49,597.55
TRAVEL SERVICE	881	4,804.0	1900	912.76
INBOUND 800	6,939	22,784.0	.2100	4,784.44
INTRALATA	12,117	32,100.8	.1200	3,852.10
INTRASTATE	10,175	31,179.0	.1250	3,897.38
INTERSTATE ON NET	37,693	129,302.7	.1400	18,102.38
INTERSTATE OFF NET	17,542	48,242.8	.1500	7,236.38
SUBTOTAL	99,615	342,356.1		88,383.19
EVENING USAGE:				
TRAVEL SERVICE	578	4,286.0	.1600	685.76
INBOUND 800	1,443	4,519.0	.2100	948.99
INTRALATA	2,409	8,259.1	.1200	991.09
INTRASTATE	1,680	9,402.6	.1250	1,175.33
INTERSTATE ON NET	8,150	49,643.3	.1400	6,952.69
INTERSTATE OFF NET	1,844	9,691.1	.1500	1,453.67
SUBTOTAL	16,104	85,821.3		12,207.73
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	454	5,087.0	.1600	813.92
INBOUND 800	1,371	3,947.0	.2100	828.87
INTRALATA	1,225	4,391.3	.1200	526.96
INTRASTATE	963	5,819.6	.1250	727.45
INTERSTATE ON NET	6,131	46,330.8	.1400	6,486.27
INTERSTATE OFF NET	1,443	6,978.9	.1500	1,046.84
SUBTOTAL	11,587	72,854.3		10,430.31
CREDIT 15% DOMESTIC USAGE				(9,275.55)
CURRENT BALANCE				101,807.45
PREVIOUS BALANCE				446,620.49
TOTAL AMOUNT DUE				548,427.94



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 1-800-228-8043 (Customers within FL & GA)
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 To Report Technical Difficulties 1-800-228-8040

ATC
 REMIT TO:
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

CUSTOMER NO: 220000
 INVOICE NO: 27000227
 INVOICE DATE: 04/04/92
 SERVICE PERIOD: 03/01/92 - 03/27/92

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	5,139	24,665.3		11,468.65
TRAVEL SERVICE	758	2,871.7	.1900	543.62
INBOUND 800	14,416	57,376.7	.2100	7,849.11
INTRALATA	4,405	13,807.7	.1200	1,656.92
INTRASTATE	4,569	14,319.3	.1250	1,789.94
INTERSTATE ON NET	20,871	65,419.0	.1400	7,158.66
INTERSTATE OFF NET	9,036	28,322.2	.1500	4,248.33
SUBTOTAL	59,194	184,792.1		34,717.23
EVENING USAGE:				
TRAVEL SERVICE	434	3,481.7	.1600	557.07
INBOUND 800	2,034	7,684.8	.2100	1,613.81
INTRALATA	946	5,403.6	.1200	648.43
INTRASTATE	999	5,712.8	.1250	714.10
INTERSTATE ON NET	5,867	33,537.9	.1400	4,695.31
INTERSTATE OFF NET	1,357	7,756.8	.1500	1,163.52
SUBTOTAL	11,637	63,577.6		9,392.24
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	373	5,721.0	.1600	915.36
INBOUND 800	2,949	5,214.0	.2100	1,094.94
INTRALATA	360	2,133.8	.1200	256.30
INTRASTATE	429	2,541.9	.1250	317.74
INTERSTATE ON NET	3,632	21,517.0	.1400	3,012.38
INTERSTATE OFF NET	656	3,886.5	.1500	582.98
SUBTOTAL	8,399	41,016.2		6,179.70
CREDIT 15% DOMESTIC USAGE				(6,123.06)
CURRENT BALANCE				46,166.09
PREVIOUS BALANCE-				724,765.48
PAYMENT - THANK YOU				(20,000.00)
TOTAL AMOUNT DUE				275,911.51



Exhibit "A"

1515 S. Federal Hwy., Suite 400
 Boca Raton, Florida 33432-7404
 1-800-226-5043 (Customers within FL & GA)
 1-800-432-5043 Ext. 3 (Customers outside FL & GA)
 To Report Technical Difficulties 1-800-226-5040

REMIT TO:
 ATC
 1515 SOUTH FEDERAL HIGHWAY
 SUITE 400
 BOCA RATON, FL 33432-7404

CUSTOMER NO: 220002
 INVOICE NO: 22000227
 INVOICE DATE: 05/02/92
 SERVICE PERIOD:
 03/28/92 - 04/27/92

TELECOMMUNICATION SERVICES INC.
 12221 S.W. 129TH COURT
 SUITE 200
 MIAMI, FL 33186

PER CONTRACT 50% OF BAL. IS DUE WITHIN 15 DAYS/50% NEXT 15 DAYS TOTAL AMOUNT

CATEGORY:	CALLS:	MINUTES:	RATES:	AMOUNT DUE:
DAY USAGE:				
INTERNATIONAL	4,423	17,644.7		8,269.16
TRAVEL SERVICE	1,156	3,708.0	.1900	704.52
INBOUND 800	24,158	67,028.3	.2100	14,073.94
INTRALATA	3,808	10,817.6	.1200	1,262.11
INTRASTATE	3,746	10,907.4	.1250	1,363.43
INTERSTATE ON NET	18,027	49,830.8	.1400	6,976.31
INTERSTATE OFF NET	7,808	21,573.6	.1500	3,236.04
SUBTOTAL	63,320	181,210.4		35,887.51
EVENING USAGE:				
TRAVEL SERVICE	511	3,467.3	.1600	554.77
INBOUND 800	4,051	13,701.4	.2100	2,877.29
INTRALATA	501	2,706.2	.1200	324.74
INTRASTATE	530	2,861.0	.1250	357.63
INTERSTATE ON NET	3,112	16,796.1	.1400	2,351.45
INTERSTATE OFF NET	720	3,884.7	.1500	582.71
SUBTOTAL	9,425	43,416.7		7,048.59
NIGHT/WEEKEND USAGE:				
TRAVEL SERVICE	268	1,623.4	.1600	259.74
INBOUND 800	3,385	8,457.5	.2100	1,776.08
INTRALATA	149	851.1	.1200	102.13
INTRASTATE	177	1,012.9	.1250	126.61
INTERSTATE ON NET	1,500	8,574.6	.1400	1,200.44
INTERSTATE OFF NET	271	1,548.8	.1500	252.32
SUBTOTAL	5,750	22,068.3		3,697.32
CREDIT 15% DOMESTIC USAGE				(5,784.64)
CURRENT BALANCE				40,878.78
PREVIOUS BALANCE				750,931.57
PAYMENT - THANK YOU				(100,000.00)
CREDIT (3 BOXES)				(51,486.96)
TOTAL AMOUNT DUE				640,327.39

Exhibit "B"

AGREEMENT
BY AND BETWEEN
TELUS COMMUNICATIONS, INC.
AND
TELECOMM SERVICES INC.

JULY 1989

AGREEMENT

This Agreement is entered into on July 7th, 1989, by and between Telus Communications, Inc., a Florida corporation with an office at 1020 N.W. 163 Drive, Miami, Florida 33169, (hereinafter "Telus"), and Telecom Services Inc. a Florida corporation with an office at _____ (hereinafter "T.S.I.").

Whereas, T.S.I. desires to receive the services described in the Service Descriptions and related Exhibit A attached hereto and incorporated herein (hereinafter the "Service") from Telus, and Telus is willing to provide the Service pursuant to the terms and conditions set forth herein:

Now, therefore, T.S.I. and Telus hereby mutually agree as follows:

GENERAL SCOPE OF SERVICE

Telus and T.S.I. agree that Telus will perform the following services listed below under the following terms and conditions contained in this document.

1. Act as agent for all T.S.I. customers in interfacing with Local Exchange Carriers (LEC) and or Interexchange

- carriers (IXC) for processing of service orders related to switched access for installation of new or additional service and or disconnection of said service and/or cancellation of said service per T.S.I. request.
2. Switch traffic from all Telus' Pg-A originating groups from Telus' switching sites.
 3. To bill and receive revenue at our P. O. Box from billable records as reported by the DSC 400 switching system generated from completed calls for T.S.I. customers identified by auth codes. Billing would extend to actual mailing of each invoice by Telus to all T.S.I. customers.
 4. To generate end of month reports relevant to traffic distribution and tape output of relevant T.S.I. CDR, call distribution reports.

TERMS AND AGREEMENT

The minimum term of this agreement will be 1 year which will commence at the signing of this contract.

EXHIBIT A

ON-NET INTERSTATE

LATA	CITY
128	Boston
132	New York
222	Delaware Valley
224	North Jersey
228	Philadelphia
234	Pittsburgh
236	Washington, D.C.
238	Balt'more
320	Cleveland
322	Youngstown
324	Columbus
328	Akron
328	Dayton
336	Indianapolis
340	Detroit
348	Grand Rapids
358	Chicago
422	Charlotte
426	Raleigh
438	Atlanta
470	Nashville
490	New Orleans
520	St. Louis
552	Dallas
560	Houston
628	Minneapolis
656	Denver
722	San Francisco
730	Los Angeles
920	Connecticut

PAYMENT & DEPOSITS DISPUTES

Telus reserves the right to require a deposit in the event it is determined that T.S.I. has been delinquent in its payment to Telus for services rendered.

METHOD OF SERVICE

All T.S.I. customers will be turned up through FG-A facilities with the use of Dialers. The Dialers Purchase, Installation and Maintenance will be the sole responsibility of T.S.I. Each T.S.I. customer will be assigned with an auth code to access Telus' network on a customer by customer basis to a designated point of contact at T.S.I.

DOMESTIC TRAFFIC

The Rate Structure will be as outlined below for Domestic and International traffic. Traffic is divided into four areas.

IntraLATA Traffic or (South East traffic LATA 460)

InterLATA Traffic (Originating South East
Terminating outside of LATA 460)

Interstate Private Lines (Originating South East
Terminating Interstate on Net*)

Interstate all other areas.

The rates quoted will be for all periods i.e. Day/Evening/Night-Weekend. All calls will be billed in 6 second increments.

	<u>COST PER MINUTE</u>		
	Day	Evening	N/Weekend
IntraLATA	.12	.12	.12
InterLATA	.125	.125	.125
Interstate on NET	.14	.14	.14
Interstate All Other	.15	.15	.15

*All interstate on NET will be defined in Exhibit A.

INTERNATIONAL RATES

International traffic will be at rates currently filed in Telus' Tariff but will be billed to T.S.I. full minute rounding for the first minute and 6 second increments for each additional minute.

1-800 TRAVEL

In the event T.S.I. customers require a 1-800 travel number, Telus will provide a specific 1-800-780-XXXX for this purpose. This number will be accessed through an auth code which will be assigned per customer. The rates will be as follows:

	DAY	EVENING	NIGHT
1-800	.195		

1-800 NXX-XXXX ASSIGNED

In the event each T.S.I. customer requires a full 1-800-780-XXXX to be assigned exclusively for their purpose, Telus will do the necessary translation to achieve this at the rates listed below:

	<u>COST PER MINUTE</u>		
	DAY	EVENING	NIGHT
1-800	.21		

Fixed charge of \$5 per 800 number per month.

FRAUD

Due to the nature of access, Telus will hold T.S.I. liable and responsible for all fraud which might occur on the auth codes assigned. Telus will offer the full capability of its resources to monitor those auth codes for fraud but will not assume or be responsible for any determined fraud as a result of its monitoring.

CANCELLATION

If T.S.I. cancels this agreement within the initial term agreed for any reason or reasons other than a material breach of the terms and conditions contained herein, T.S.I. will be liable for the minimum charge per month as contained in this agreement for that period of time from the date of

receipt of cancellation to the end of the agreed upon term. T.S.I.'s failure to obtain or maintain any necessary certificates, permits, licenses or other authority required to receive Services or to maintain Equipment on the premises at each of T.S.I.'s sites.

MINIMUM CHARGE

Telus will require T.S.I. to pay a minimum charge per month equating to the total monthly billing or a fixed charge of \$5,000 per month if T.S.I. proposes to cancel this agreement outside the terms of this agreement under the cancellation clause.

SUSPENSION AND OR TERMINATION OF SERVICE

In the event payment in full is not received from T.S.I. by Telus or on before the due date as described in this agreement, Telus shall have the right, on or after the tenth calendar day after Telus has given T.S.I. written notice of non-payment in accordance with this agreement temporarily suspend all Service to T.S.I. (either completely or only with respect to any affected segments, as Telus may at its option elect) until such time as T.S.I. has paid in full all arrearages, including any late fees of 1 1/2% specified herein, or to terminate Service (either completely or only with respect to any affected segments, as Telus may at its option elect), at Telus' option. Further, the Service provided by Telus to T.S.I. is subject to the condition that

it will not be used by T.S.I. for any unlawful purpose or in any unlawful manner, and may be terminated or suspended by Telus, at Telus' option, if any such prohibited use occurs.

INDEMNIFICATION

In no event shall Telus or T.S.I. be liable to the other for any incidental, indirect consequential or special damages, or loss of revenues or profits, whether or not either party has been notified of the possibility of such damages.

FORCE MAJEURE

Any other term or provision in this Agreement to the contrary notwithstanding, Telus shall not be liable to T.S.I. or any other person, firm or entity for any failure of performance hereunder if such failure is due to any causes or causes beyond the reasonable control of Telus, which causes shall include, without limitation, acts of God, fire, flood, power failures, explosion, vandalism, cable cut, storm or other similar occurrences; any law, order regulation, direction, action or request of the United States government, or of any other government, including state and local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties; or shortages of equipment or supplies, breaches, unavailability of transportation, acts or omissions or anyone (other than the intentional or negligent

actions of Telus or its agents). If Telus' failure of performance by reason of force majeure specified above shall be for (i) thirty (30) days or less, then this Agreement shall remain in effect, but an appropriate percentage of charges shall be abated in the discretion and determination of Telus; and (ii) more than thirty (30) days, then this Agreement may be cancelled by either party without liability whatsoever on the part of any party.

This Agreement shall be binding on Customer and its respective successors and assigns. Customer may not assign this Agreement, whether by operation of law or otherwise, without the prior written consent of T.S.I., which agreement shall not be unreasonably withheld. T.S.I. may terminate this Agreement in the event of a change in control of Customer without T.S.I.'s prior written consent.

This offer shall remain open and be capable of being accepted by Customer until July, 1989. Any and all prior offers made to Customer, whether written or oral, shall be superseded by this offer. Exclusive of any Tariff modifications initiated by T.S.I., once this Agreement has been executed, any amendments hereto must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TELECOM SERVICES INC.
A Florida Corporation

By: [Signature]
Title: PRESIDENT.
Date: 7/7/89

) Notary Public in the
) State of Florida

Sail Beckman
7/7/89
Date
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES JAN. 24, 1992.
~~PLEASE PRINT NOTARY PUBLIC UNDERSTANDING~~

My Commission expires:

TELE COMMUNICATIONS, INC.
A Florida Corporation

By: [Signature]
Title: Vice President
Date: July 7, 1989

) Notary Public in the
) State of Florida

Sail Beckman
7/7/89
Date
NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES JAN. 24, 1992.
~~PLEASE PRINT NOTARY PUBLIC UNDERSTANDING~~

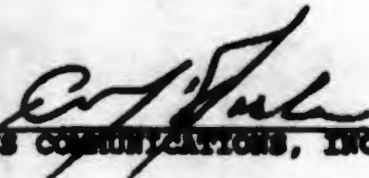
My Commission expires:

ADDENDUM TO CONTRACT BETWEEN
TELUS COMMUNICATIONS, INC. AND
TELECON SERVICES, INC.

Telus will provide installation of dialers for TSI
at a rate of \$10.00 per line.

Maintenance of these dialers will be done by TSI.

The \$10.00 charge covers installation only.


TELUS COMMUNICATIONS, INC.


TELECON SERVICES, INC.

RATES:

IntraLATA Rates	= 11.2 cents/minute
Intrastate	= 11.7 cents/minute
N E Inter Private Line	= 12.8 cents/minute
All Other Inter	= 15 cents/minute

(Excluding Hawaii, Alaska, Puerto Rico)

All billing will be done in 6 second increments.

Dialers

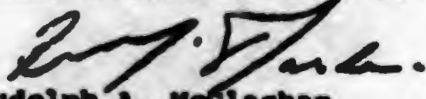
We would manage all installations and maintenance aspects of your dialer program. As discussed without the purchase of dialers and ancillary equipment such as connecting block, power supplies, etc. The cost would be \$30 per line for installation and one cent per minute for upkeep and maintenance.

Joel, these are the two main areas we discussed. We would be pleased to provide offers for other services, however, I think we need to discuss them in more detail.

This letter represents a Proposal not a formal agreement which will follow.

Sincerely,

TELUS COMMUNICATIONS, INC.


Rudolph A. McGlashan
Vice President-Operations

/jaa