

BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION

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In re: Complaint of MCI Metro : DOCKET NO. 980281-TP  
 Access Transmission Services, :  
 Inc. against BellSouth :  
 Telecommunications, Inc. for :  
 Breach of approved :  
 Interconnection agreement. :

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VOLUME 4  
PAGES 446 through 514

PROCEEDINGS: HEARING

BEFORE: CHAIRMAN JULIA L. JOHNSON  
 COMMISSIONER SUSAN F. CLARK  
 COMMISSIONER J. TERRY DEASON  
 COMMISSIONER JOE GARCIA  
 COMMISSIONER E. LEON JACOBS

DATE: Wednesday, August 5, 1998

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

REPORTED BY: LISA GIROD JONES, RPR, RMR

APPEARANCES:  
 (As heretofore noted.)

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## I N D E X - VOLUME 4

## WITNESSES

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PROCEEDINGS

(Transcript continues in sequence from  
Volume 3.)

CHAIRMAN JOHNSON: We're going to take a  
ten-minute break.

(Recess from 4:05 p.m. until 4:15 p.m.)

CHAIRMAN JOHNSON: We're going to go back on  
the record. BellSouth?

MS. WHITE: Yes, Keith Milner.

W. KEITH MILNER

was called as a witness on behalf of BellSouth  
Telecommunications, Inc., and having been duly sworn,  
testified as follows:

DIRECT EXAMINATION

BY MS. WHITE:

Q Mr. Milner, would you please state your name,  
address, by whom you're employed and what your title  
is.

A Yes. My name is Keith Milner. I'm employed  
by BellSouth Telecommunications, Incorporated, as Senior  
Director - Interconnection Services, and my business  
address is 675 West Peachtree Street, Atlanta, Georgia.

Q And have you caused to be prefiled in this  
case direct testimony consisting of 21 pages?

A Yes.

1 Q Do you have any changes to that testimony?

2 A Yes. I do have a change on Page 12. On Line  
3 6, behind the word "Gainesville," please insert the  
4 words "and Pensacola." And then change the word  
5 "tandem" to "tandems," plural. So that it would read  
6 "Gainesville and Pensacola local tandems." And then  
7 the sentence that starts also on Line 6 would read,  
8 "BellSouth will equip the Gainesville and Pensacola  
9 tandems," and then the rest of the sentence is fine,  
10 "with the required software packages."

11 Q Do you have any other changes to the  
12 testimony?

13 A No, that's the only change.

14 Q If I were to ask you the same questions that  
15 are in your direct testimony today with the changes you  
16 have just made, would your answers to those questions be  
17 the same?

18 A Yes, they would.

19 MS. WHITE: And I would like to have  
20 Mr. Milner's direct testimony inserted into the record.

21 CHAIRMAN JOHNSON: It will be so inserted.

22 Q (By Ms. White) And did you prepare six  
23 exhibits with your direct testimony labeled WKM-1  
24 through WKM-6?

25 A Yes, I did.

1 Q And were those exhibits prepared by you or  
2 under your supervision?

3 A They were.

4 Q Do you have any changes to those exhibits?

5 A No.

6 Q I would like to have the exhibits attached to  
7 Mr. Milner's direct testimony marked for  
8 identification.

9 CHAIRMAN JOHNSON: Okay. We're on 18. And  
10 we'll identify them as WKM-1 through 6?

11 MS. WHITE: Right.

12 (Exhibit No. 18 marked for identification.)

13 Q (By Ms. White) Mr. Milner, you filed rebuttal  
14 testimony consisting of eight pages?

15 A That's correct.

16 Q Do you have any changes to that testimony?

17 A No.

18 Q And if I were to ask you the questions that  
19 are in that testimony, would your answers today be the  
20 same?

21 A Yes, they would.

22 Q I would like to have the rebuttal testimony of  
23 Mr. Milner inserted into the record.

24 CHAIRMAN JOHNSON: Be so inserted.

25 Q (By Ms. White) And you have four exhibits

1 attached to your rebuttal testimony; is that right?

2 A Yes, that's right.

3 Q And those were labeled WKM-7 through WKM-10?

4 A That is correct.

5 Q Do you have any changes?

6 A No.

7 Q And I would like to have the exhibits attached  
8 to Mr. Milner's rebuttal testimony marked for  
9 identification.

10 CHAIRMAN JOHNSON: They'll be marked as 19,  
11 WKM-7 through 10, composite exhibit.

12 (Exhibit No. 19 marked for identification.)

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1                   BELLSOUTH TELECOMMUNICATIONS, INC.  
2                   DIRECT TESTIMONY OF W. KEITH MILNER  
3                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION  
4                   DOCKET No. 980281-TP  
5                   June 1, 1998

6  
7    Q.    PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH  
8           BELLSOUTH TELECOMMUNICATIONS, INC.

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

16  
17   Q.    PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

18  
19   A.    My business career spans 28 years and includes responsibilities in the  
20           areas of network planning, engineering, training, administration, and  
21           operations. I have held positions of responsibility with a local exchange  
22           telephone company, a long distance company, and a research and  
23           development laboratory. I have extensive experience in all phases of  
24           telecommunications network planning, deployment, and operation  
25           (including research and development) in both the domestic and

1 international arenas.

2

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

7

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

11

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

18

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

21

22 A. I will present information and recommendations regarding Issues 8, 10,  
23 12, and 13 of the complaint filed by MCImetro Access Transmission  
24 Services, Inc. ("MCImetro").

25

1           ***Issue 8: Has BellSouth provided MCImetro with firm order***  
2           ***confirmations (FOCs) in compliance with the Telecommunications***  
3           ***Act of 1996 and the parties' Interconnection Agreement? If not, what***  
4           ***action, if any, should the Florida Public Service Commission (the***  
5           ***"Commission") take?***

6  
7    Q.    WHAT IS BELLSOUTH'S RESPONSE TO MCImetro'S ALLEGATION  
8           THAT BELLSOUTH HAS FAILED TO PROVIDE TIMELY FOCs IN  
9           CONNECTION WITH ORDERS FOR OFF-NET T-1 LINES.

10  
11   A.    BellSouth denies the allegation and further states that the subject is not  
12           appropriate for this proceeding. BellSouth is in compliance with the  
13           requirements of both the Act and the Interconnection Agreement between  
14           BellSouth and MCImetro.

15  
16   Q.    WHAT IS AN FOC?

17  
18   A.    FOC stands for Firm Order Confirmation. An FOC is a notification sent to  
19           ALECs confirming that a correct and complete local service request has  
20           been received and accepted.

21  
22   Q.    ARE MCImetro'S T-1 ORDERS GOVERNED BY THE  
23           INTERCONNECTION AGREEMENT?

24  
25   A.    No. Since the off-net T-1 lines (also known as DS1s) are ordered as

1 access service, they are not governed by the FOC requirements in the  
2 Interconnection Agreement between MCImetro and BellSouth. The T-1  
3 orders are provided in accordance with the access service tariff  
4 provisions. Attached to my testimony is Exhibit WKM-1, which is a copy of  
5 BellSouth's response dated February 27, 1998, to MCImetro regarding  
6 this issue.

7

8 Q. HOW IS MCImetro ORDERING OFF-NET T-1 LINES?

9

10 A. MCImetro submits access service requests (ASRs) to BellSouth's  
11 Interexchange Carrier Service Center (ICSC). This process is for access,  
12 not local, service. The off-net T-1 lines that MCImetro is ordering via  
13 ASRs are being handled as access orders and processed via the ICSC,  
14 not the Local Carrier Service Center (LCSC). Therefore, this is simply not  
15 an appropriate issue for this proceeding since it relates to access rather  
16 than local competition.

17

18 Q. COULD MCImetro HAVE ORDERED A COMPARABLE SERVICE  
19 THROUGH THE LCSC?

20

21 A. Yes. BellSouth's MegaLink Service, for example, which is available as a  
22 resold service at the Commission approved discount rate, would have  
23 provided the same technical level of functionality. The orders would have  
24 then have flowed through the LCSC and have been measured under the  
25 local interconnection FOC function.

1

2 Q. IS THERE A TARIFF OR CONTRACTUAL FOC TIME REQUIREMENT  
3 COVERING THE PROVISION OF OFF-NET T-1'S IN THE ACCESS  
4 WORLD?

5

6 A. No. BellSouth does produce a number of measurements relating to its  
7 provision of circuits provided out of the access tariff; however, none deal  
8 with the return of FOCs at present. BellSouth is currently working with  
9 MCI (as an interexchange carrier) to provide a monthly report on FOC  
10 performance for access services.

11

12 BellSouth acknowledges that explosive, unforecasted growth of circuit  
13 orders in 1997 (up 35% over 1996) combined with an increase in short  
14 interval orders caused a short term decline in BellSouth's performance in  
15 the provisioning of orders, which include the off-net T-1s at issue here.  
16 However, a variety of corrective measures were taken which brought  
17 performance back within acceptable levels. Other significant measures of  
18 performance on these circuits are the Customer Desired Due Date  
19 (CDDD) performance and the Committed Due Date (DD) performance.  
20 The results on these measures thus far in 1998 are as follows:

1

Month	Customer Desired Due Date Performance	Committed Due Date Performance
January	79.55 %	85.21%
February	87.19%	91.78%
March	89.33%	94.62%
April	91.02%	93.24%

2

3 Q. WHAT ACTION SHOULD THIS COMMISSION TAKE WITH REGARD TO  
4 ISSUE 8?

5

6 A. None.

7

8 ***Issue 10: Has BellSouth provided MCImetro with local tandem***  
9 ***interconnection information in compliance with the***  
10 ***Telecommunications Act of 1996 (the "Act") and the parties'***  
11 ***interconnection agreement? If not, what action, if any should the***  
12 ***Commission take?***

13

14 Q. WHAT IS BELL SOUTH'S RESPONSE TO MCI metro'S ALLEGATION  
15 THAT BELL SOUTH HAS NOT PROVIDED MCI metro WITH  
16 INFORMATION REGARDING INTERCONNECTION WITH  
17 BELL SOUTH'S LOCAL TANDEMS?

18

19 A. BellSouth denies MCI metro's allegation. BellSouth is in compliance with

1 the requirements of both the Act and the Interconnection Agreement  
2 between BellSouth and MCImetro. BellSouth has informed MCImetro of  
3 the availability of local tandem interconnection and has provided  
4 information regarding how such interconnection would be ordered.

5

6 Q. WHAT IS YOUR UNDERSTANDING OF MCImetro'S REQUEST  
7 REGARDING INTERMEDIARY OR TRANSIT TRAFFIC AT  
8 BELLSOUTH'S LOCAL TANDEMS?

9

10 A. My understanding is that MCImetro has two requests. The first is that  
11 BellSouth allow MCImetro to send transit traffic to BellSouth's local  
12 tandems for completion. The second request is that, where BellSouth has  
13 more than one local tandem serving a given local calling area, that  
14 MCImetro be allowed to send its transit traffic to only one of those local  
15 tandem switches instead of interconnecting with all of BellSouth's local  
16 tandem switches serving a given local calling area.

17

18 Q. WHAT IS TRANSIT TRAFFIC?

19

20 A. Transit traffic is traffic incoming to a BellSouth tandem from a  
21 telecommunications carrier other than BellSouth that is destined for a  
22 telecommunications carrier other than BellSouth. For example, ALEC A  
23 might send traffic which is bound for the customers of and served by the  
24 switch of ALEC B by way of a BellSouth tandem switch. Additionally, in  
25 delivering transit traffic to the terminating carrier, BellSouth assumes the

1           originating and terminating carriers have negotiated appropriate  
2           interconnection agreements.

3

4   Q.    DOES THE TERM "TRANSIT TRAFFIC" HAVE THE SAME DEFINITION  
5           AS THE TERM "INTERMEDIARY TRAFFIC"?

6

7   A.    Yes. As used herein, the terms "transit traffic" and "intermediary traffic"  
8           are synonymous and may be used interchangeably. For clarity, I will use  
9           the term "transit traffic" in the discussion that follows.

10

11   Q.    WHAT IS LOCAL TANDEM INTERCONNECTION?

12

13   A.    Interconnection with a BellSouth local tandem allows an ALEC to  
14           terminate local traffic to end offices within a local calling area as  
15           defined by BellSouth, rather than the ALEC interconnecting its  
16           switch(es) directly with each end office within that local calling area.  
17           ALECs may also interconnect with BellSouth and other service  
18           providers via BellSouth's access tandems to exchange local traffic.

19

20   Q.    MAY A GIVEN LOCAL CALLING AREA BE SERVED BY MORE  
21           THAN ONE LOCAL TANDEM?

22

23   A.    Yes. For reasons of total traffic load offered or tandem switch  
24           capacity, there is sometimes a requirement for more than one local  
25           tandem to serve a given local calling area. The multiple local

1 tandems are sometimes referred to as "sector tandems" in that each  
2 generally covers a geographic part ("sector") of the local calling area.  
3 For example, one local tandem might serve the subtending end  
4 offices in the northern half of the local calling area while a second  
5 local tandem serves the subtending end offices in the southern half of  
6 the local calling area.

7

8 Q. WHAT ARE AN ALEC'S OPTIONS WHERE THERE IS MORE THAN  
9 ONE LOCAL TANDEM SERVING A GIVEN LOCAL CALLING AREA?

10

11 A. When a local calling area is served by more than one local tandem,  
12 the ALEC may choose to connect to one or to all of BellSouth's local  
13 tandems serving that local calling area. If the ALEC chooses to  
14 connect to only one of the local tandems serving a given local calling  
15 area, BellSouth will switch local traffic to all the end offices within the  
16 same local calling area. BellSouth will not accept traffic for end  
17 offices that are not within the local calling area. Also, BellSouth will  
18 not handle traffic from an ALEC that is routed to BellSouth local  
19 tandem in error. For example, interLATA traffic sent to the local  
20 tandem in error will not be "back-hauled" to the access tandem for  
21 delivery to the interexchange carrier.

22

23 If the ALEC chooses to connect its switches to each of the local  
24 tandem switches within the same local calling area, the ALEC must  
25 designate a "home" local tandem for each of the ALECs assigned

1 NPA-NXX(s). Of course, due to standard routing practices, the ALEC  
2 must establish a trunk group to each local tandem to which it assigns  
3 a NXX. This is so that all telecommunications carriers (including  
4 BellSouth and other ALECs) may know to which BellSouth tandem  
5 the ALEC's traffic should be routed and delivered. Here again,  
6 BellSouth will not handle traffic from an ALEC that is routed to a  
7 BellSouth local tandem in error.

8

9 Q. MAY BOTH ONE-WAY AND TWO-WAY INTERCONNECTION  
10 TRUNK GROUPS BE ESTABLISHED BETWEEN THE ALEC'S  
11 SWITCH AND BELLSOUTH'S LOCAL TANDEM?

12

13 A. Yes. Interconnection to the local tandem can be provisioned as one  
14 one-way trunk group for traffic to BellSouth's end office switches and  
15 one two-way trunk group for local transit traffic or, at the ALEC's  
16 option, a single two-way trunk group may be established. BellSouth  
17 will continue to place its local traffic on a one-way trunk group to the  
18 ALEC from an end office, local tandem, or access tandem switch  
19 location at BellSouth's discretion.

20

21 Q. WHAT FORMS OF ACCESS TO ITS LOCAL TANDEMS DOES  
22 BELLSOUTH OFFER TO ALECS?

23

24 A. BellSouth has committed to offering two Options for interconnection to its  
25 local tandems. The two Options for interconnection are referred to as

1 "Basic" and "Enhanced". The Basic Local Tandem Interconnection  
2 arrangement has been available since June 30, 1997, in all BellSouth  
3 local tandem switching offices. Specifically, BellSouth offered MCImetro  
4 local tandem interconnection in October 1997, and to date MCImetro has  
5 chosen not to order trunks for such interconnection. The Basic Option is  
6 for ALEC terminating traffic to BellSouth and Wireless Service Providers  
7 (WSP) end office switches within a local calling area served by a  
8 BellSouth local tandem. An ALEC's traffic would travel over the same  
9 trunk groups as are used from the BellSouth local tandem to the BellSouth  
10 end office switch or the WSP's switch. BellSouth defines the local calling  
11 area served by each of its tandem switches. BellSouth is in the process  
12 of expanding the offering to an enhanced service offering. The Enhanced  
13 Local Tandem Interconnection Option will be available where technically  
14 feasible. In this regard, technical feasibility is evidenced by BellSouth's  
15 ability to both switch the call and to record sufficient data for billing of  
16 interconnection charges. Enhanced Local Tandem Interconnection allows  
17 an ALEC to terminate traffic to and receive traffic from all network service  
18 provider end office switches within a local calling area served by a given  
19 BellSouth local tandem, assuming the two parties have negotiated  
20 appropriate local interconnection agreements. An ALEC's traffic would  
21 travel over the same trunk groups as are used from the BellSouth local  
22 tandem to the BellSouth end office switch.

23

24 Q. IS ENHANCED LOCAL TANDEM INTERCONNECTION  
25 CURRENTLY AVAILABLE IN ALL OF BELL SOUTH'S LOCAL

1 TANDEMS IN FLORIDA?

2

3 A. Yes. All required software packages are currently in place which

4 would allow BellSouth to provide its Enhanced Local Tandem

5 Interconnection option to requesting ALECs except for the

6 Gainesville <sup>+ Pensacola</sup> local tandem<sup>s</sup>. BellSouth will equip the Gainesville <sup>+ Pensacola</sup> local

7 tandem<sup>s</sup> with required software packages upon request from an

8 ALEC.

9

10 Q. HOW DOES AN ALEC REQUEST EITHER BASIC LOCAL TANDEM

11 INTERCONNECTION OR ENHANCED LOCAL TANDEM

12 INTERCONNECTION?

13

14 A. BellSouth currently offers the Basic Local Tandem Interconnection Option

15 via the same ordering process utilized for ordering all local interconnection

16 trunking arrangements used by all facility-based ALECs. This is the same

17 ordering process that would be utilized for ordering the Enhanced Local

18 Tandem Interconnection Option.

19

20 Q. MCI metro ASSERTS THAT BELL SOUTH HAS NOT PROVIDED

21 MCI metro WITH INFORMATION AS TO WHAT ALEC AND

22 INDEPENDENT COMPANY SWITCHES SUBTEND THE BELL SOUTH

23 LOCAL TANDEMS. PLEASE RESPOND.

24

25 A. MCI metro requested a list of the switches subtending the local tandems in

1 the Atlanta, Georgia, LATA (see Exhibit WKM-2). BellSouth provided that  
2 information as well as information regarding what switches subtend  
3 BellSouth's toll tandems in the Atlanta LATA to MCImetro on December  
4 10, 1997 (see Exhibit WKM-3). Should MCImetro request a similar list of  
5 switches subtending BellSouth's local tandems in Florida, BellSouth will  
6 provide such information to MCImetro on an interim basis. However, the  
7 Local Exchange Routing Guide (LERG) is the national routing data base  
8 that contains the NPA/NXXs that are associated with local tandems  
9 throughout the nation, including BellSouth. As has always been the case  
10 with the LERG, each telecommunications carrier bears the responsibility  
11 for keeping the LERG updated regarding its NPA/NXX network routing  
12 decisions and the access tandems or local tandems with which its  
13 NPA/NXXs are associated.

14  
15 Q. WHAT ACTION SHOULD THIS COMMISSION TAKE REGARDING  
16 ISSUE 10?

17  
18 A. None.

19  
20 **ISSUE 12: HAS BELLSOUTH PROVIDED MCImetro WITH ACCESS**  
21 **TO DIRECTORY LISTING INFORMATION IN COMPLIANCE WITH THE**  
22 **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**  
23 **INTERCONNECTION AGREEMENT? IF NOT, WHAT ACTION, IF ANY,**  
24 **SHOULD THE COMMISSION TAKE?**

25

1 Q. WHAT IS YOUR RESPONSE TO MCImetro'S ALLEGATION THAT  
2 BELLSOUTH HAS FAILED TO PROVIDE MCImetro WITH DIRECTORY  
3 ASSISTANCE LISTING INFORMATION?

4

5 A. BellSouth denies MCImetro's allegation. BellSouth is in compliance with  
6 the requirements of both the Act and the Interconnection Agreement  
7 between BellSouth and MCImetro.

8

9 Q. WHAT IS YOUR UNDERSTANDING OF THE ISSUE MCImetro RAISES  
10 REGARDING DIRECTORY ASSISTANCE LISTING INFORMATION?

11

12 A. First of all, I would point out that if a MCImetro end user customer dials  
13 411 and reaches a BellSouth directory assistance operator, that operator  
14 will give the MCImetro customer any directory listing in the database  
15 including the listings of independent telephone companies and other  
16 ALECs (except, of course, for non-listed numbers and such). The issue  
17 instead relates to two services offered by BellSouth for use in accessing  
18 the BellSouth directory assistance database.

19

20 Q. WHAT ARE THOSE TWO SERVICES?

21

22 A. BellSouth offers two forms of access to its databases that include  
23 directory assistance listings. The first is called Directory Assistance  
24 Database Service (DADS), which can be thought of as a periodic  
25 "snapshot" of the database at a given point in time that can be provided in

1 a variety of media forms including magnetic tape. In this sense, the  
2 information accessed via DADS is accurate at the time it is provided but  
3 becomes outdated over time as BellSouth updates the database in  
4 response to new or changed customer directory assistance listings. DADS  
5 is available as often as daily on an update basis.

6  
7 The second service is called Direct Access to Directory Assistance  
8 Services (DADAS), which is most easily envisioned as a data link to  
9 BellSouth's on-line directory assistance database containing customer  
10 directory assistance listings. This form of access gives continual access  
11 to the database including the periodic updates which BellSouth makes in  
12 response to new or changed directory assistance information.

13  
14 Q. DOES BELLSOUTH PROVIDE ALL OF THE LISTINGS WITHIN ITS  
15 DIRECTORY ASSISTANCE DATABASE VIA DADS OR DADAS  
16 INCLUDING THE LISTINGS OF CUSTOMERS OF ALECs?

17  
18 A. No. BellSouth has contracts with some local service providers which  
19 preclude BellSouth from making that provider's listings available through  
20 DADS and DADAS. BellSouth believes it would be most appropriate to  
21 make all of the listings ( that is, BellSouth's listings, Independent  
22 Companies' listings, and ALECs' listings) available in both the DADS and  
23 DADAS product offerings. However, BellSouth must honor its contractual  
24 commitments that preclude it from doing so.

25

1 Q. WHICH ALECs AND INDEPENDENT TELEPHONE COMPANIES IN  
2 FLORIDA HAVE PROVISIONS IN THEIR CONTRACTS WITH  
3 BELLSOUTH PREVENTING BELLSOUTH FROM INCLUDING THE  
4 DIRECTORY LISTINGS OF THOSE ALECs AND INDEPENDENT  
5 COMPANIES IN THE BELLSOUTH'S DADS AND DADAS SERVICES?

6

7 A. In the case of independent telephone companies, all companies for which  
8 BellSouth provides directory assistance service have agreed to have their  
9 listings included in BellSouth's DADS and DADAS services.

10

11 In the case of ALECs in Florida, BellSouth wrote to or specifically  
12 contacted ALECs which BellSouth understood had language in their  
13 interconnection agreements with BellSouth that prevented BellSouth from  
14 including their directory listings in BellSouth's DADS and DADAS services  
15 and questioned whether the ALEC was willing to renegotiate that portion  
16 of the interconnection agreement. The following ALECs were contacted:

17

- 18 • Interprise America
- 19 • ALLTEL of Florida
- 20 • AT&T
- 21 • Golden Harbor of Florida, Inc. d/b/a Hometown Telephone
- 22 • Sprint

23

24 A copy of a typical letter sent to the ALECs is attached to my testimony as  
25 Exhibit WKM-4. To date, two of these ALECs have responded to

1 BellSouth's letter (Copies of ALLTEL of Florida's letter and Interprise  
2 America's signed amended agreement are attached as Exhibits WKM-5  
3 and WKM-6). ALLTEL of Florida refused to amend its agreement while  
4 Interprise America agreed to amend its agreement. At the time of filing  
5 this testimony, BellSouth had not heard from AT&T or Golden Harbor of  
6 Florida. Sprint has taken the matter under consideration. Thus, at the  
7 time of filing this testimony, the following ALECs have provisions in their  
8 interconnection agreements with BellSouth preventing the inclusion of  
9 their listings in BellSouth's DADS and DADAS services:

- 10
- 11 • ALLTEL of Florida
- 12 • AT&T
- 13 • Golden Harbor of Florida, Inc. d/b/a Hometown Telephone
- 14 • Sprint
- 15

16 Q. WHAT ACTION SHOULD THIS COMMISSION TAKE REGARDING  
17 ISSUE 12?

18

19 A. The Commission should initiate a generic proceeding to determine  
20 whether all local exchange companies should make their listings available  
21 to each other regardless of previous contractual obligations.

22

23 **ISSUE 13: HAS BELLSOUTH PROVIDED MCImetro WITH SOFT DIAL**  
24 **TONE SERVICE IN COMPLIANCE WITH THE**  
25 **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**

1           **INTERCONNECTION AGREEMENT? IF NOT, WHAT ACTION, IF ANY,**  
2           **SHOULD THE COMMISSION TAKE?**

3  
4    Q.    WHAT IS YOUR RESPONSE TO MCImetro'S ALLEGATION THAT  
5           BELLSOUTH HAS FAILED TO PROVIDE MCImetro WITH SOFT DIAL  
6           TONE?

7  
8    A.    BellSouth denies MCImetro's allegation. BellSouth is in compliance with  
9           the requirements of both the Act and the Interconnection Agreement  
10          between BellSouth and MCImetro.

11  
12   Q.    WHAT IS "SOFT DIAL TONE"?

13  
14   A.    Soft dial tone is the term MCImetro uses to describe BellSouth's QUICK  
15          Service capability. QUICK Service provides the capability, where facilities  
16          exist, to activate a customer's service in a reduced interval (typically one  
17          day) because the physical facilities providing the basic exchange service  
18          are already connected between the central office and the customer's  
19          premises. A line equipped with QUICK Service capability allows anyone  
20          accessing the line to hear a recording advising them that they can only  
21          place a "911" emergency call from the line and that they must use another  
22          line to order service, either from BellSouth or another service provider.  
23          With QUICK Service, the activity typically required to provide the customer  
24          with local exchange service from BellSouth is limited to software  
25          translations.

1

2 Q. WHAT IS THE NATURE OF THE DISPUTE BETWEEN MCImetro AND  
3 BELLSOUTH REGARDING LINES EQUIPPED FOR QUICK SERVICE?

4

5 A. The BellSouth/MCImetro agreement provides that BellSouth provide soft  
6 dial tone on a competitively neutral basis where soft dial tone is available.  
7 QUICK Service is available to all ALECs who resell BellSouth's services.  
8 MCImetro states that BellSouth has breached the agreement between  
9 BellSouth and MCImetro by referring to itself by name on BellSouth's  
10 QUICK Service recording. BellSouth contends it has not breached its  
11 agreement with MCImetro by referring to itself in the recording and further  
12 has not violated any requirement of the Act regarding provision of  
13 telecommunications services.

14

15 Q. WHAT ANNOUNCEMENT IS PLAYED TO CUSTOMERS ON QUICK  
16 SERVICE EQUIPPED LINES?

17

18 A. BellSouth believes its current announcement is fully compliant with both  
19 state and federal law and the interconnection agreement with MCImetro.  
20 The announcement simply says:

21

22 "You can only dial '911' from this line. To reach BellSouth or  
23 another local service provider, you must call from another location."

24

25 Work to put this announcement in place in all of BellSouth's central

1 offices was completed by February 28, 1998.

2

3 Q. IS BELLSOUTH PROVIDING QUICK SERVICE ON A COMPETITIVELY  
4 NEUTRAL BASIS?

5

6 A. Yes. The customer is advised to use another line to reach BellSouth or  
7 any other provider. This is a competitively neutral statement. In addition,  
8 BellSouth has the right to market its services in connection with the  
9 provision of its own facilities. Therefore, BellSouth is well within its rights  
10 to refer to itself on the QUICK Service recording associated within its own  
11 network facilities.

12

13 Competitive neutrality does not mean that BellSouth is restricted from  
14 mentioning itself on its QUICK Service recording. Recently, the Federal  
15 Communications Commission ("FCC") noted (FCC Order 97-418, Section  
16 VII), regarding inbound telemarketing calls, that a Bell Operating  
17 Company (BOC) could recommend its own long distance affiliate so long  
18 as it also states that other carriers also provide long distance services. In  
19 this instance BellSouth identifies itself as a provider of local exchange  
20 service and also indicates that there are other providers of local exchange  
21 service. Similarly, BellSouth's QUICK Service recording strikes a balance  
22 by stating that other local service providers are available while continuing  
23 to allow BellSouth an opportunity to market its services provided via its  
24 own facilities.

25

1 Q. WHAT ACTION SHOULD THIS COMMISSION TAKE REGARDING  
2 ISSUE 12?

3

4 A. None.

5

6 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

7

8 A. Yes.

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

4                   DOCKET No. 980281-TP

5                   June 29, 1998

6

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

9

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

16

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

19

20   A.    Yes.

21

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

24

25   A.    I will respond to the direct testimony of Mr. Bryan Green and Mr. Ronald

1 Martinez on behalf of MCImetro Access Transmission Services, Inc.  
2 ("MCImetro") as it relates to Issues 8, 10, 12, and 13 of the complaint filed  
3 by MCImetro.  
4

5 ***Issue 8: Has BellSouth provided MCImetro with firm order***  
6 ***confirmations (FOCs) in compliance with the Telecommunications***  
7 ***Act of 1996 and the parties' Interconnection Agreement? If not, what***  
8 ***action, if any, should the Florida Public Service Commission (the***  
9 ***"Commission") take?***  
10  
11

12 Q. WHAT IS YOUR RESPONSE TO THE TESTIMONY OF MR. GREEN  
13 AND MR. MARTINEZ THAT BELL SOUTH IS NOT RETURNING FIRM  
14 ORDER CONFIRMATIONS (FOCS) ON A TIMELY BASIS?  
15

16 A. As I explained in my direct testimony, MCI has inappropriately applied the  
17 standards applicable under its Interconnection Agreement with BellSouth  
18 to Off-Net T-1 lines which are ordered under the provision of the Access  
19 Tariff. This is confirmed in a letter dated June 1, 1998 from Mr. Walter J.  
20 Schmidt, Senior Manager, Southern Financial Operations - Carrier  
21 Agreements, MCI Telecommunications Corporation, to Ms. Pam Lee,  
22 Sales Assistant Vice President, MCI Account Team, BellSouth  
23 Interconnection Services. At the end of the first paragraph, Mr. Schmidt  
24 states "...MCI had to resort to ordering T-1s from BellSouth's Interstate  
25 Access Tariff." This letter is attached to my testimony as Exhibit WKM-7.

1           MCImetro's ordering procedures were further clarified by Mr. Martinez in  
2           his testimony in Tennessee (Docket 97-00309, Transcript of Proceeding,  
3           5/28/98, Volume XI A, Page 5) as follows: "The reason that we use the  
4           ASR function for interconnection trunks is that they become really under  
5           the jurisdiction of the dedicated account team on the long distance side,  
6           who baby-sit and make sure that the trunks go in and everything is done  
7           perfectly well."

8  
9    Q.    TO YOUR KNOWLEDGE, IS THERE A REQUIREMENT TO PROVIDE  
10       FOCS ON INTERSTATE ACCESS ORDERS?

11  
12   A.    No.

13  
14   Q.    TO YOUR KNOWLEDGE, IS THERE A REQUIREMENT TO PROVIDE  
15       FOCS ON "OFF-NET T-1s"?

16  
17   A.    No.

18  
19   Q.    COULD MCIMETRO HAVE ORDERED A SERVICE THROUGH THE  
20       LCSC WHICH WOULD HAVE BEEN SUBJECT TO THE FOC  
21       REQUIREMENT AND ATTAINED THE SAME LEVEL OF TECHNICAL  
22       FUNCTIONALITY?

1 A. Yes. As I stated at page 4 of my direct testimony, MCImetro may order as  
2 a resold service BellSouth's Megalink service at the Commission  
3 approved discount rate.

4

5

6

***Issue 10: Has BellSouth provided MCImetro with local tandem***

7

***interconnection information in compliance with the***

8

***Telecommunications Act of 1996 (the "Act") and the parties'***

9

***interconnection agreement? If not, what action, if any should the***

10

***Commission take?***

11

12 Q.

WHAT IS YOUR RESPONSE TO MR. MARTINEZ'S STATEMENT ON

13

PAGE 18 OF HIS DIRECT TESTIMONY THAT BELL SOUTH HAS

14

FAILED TO PROVIDE THE NECESSARY INFORMATION TO PERMIT

15

MCIMETRO TO INTERCONNECT AT LOCAL TANDEMS?

16

17 A.

Mr. Martinez is apparently misinformed. As set forth in my direct

18

testimony, BellSouth responded on December 10, 1997 to MCImetro's

19

request for a list of Georgia offices which subtend local tandems.

20

BellSouth is not aware of a similar request for the state of Florida, but, in

21

an effort to be cooperative, the information is shown in Exhibit WKM-8

22

which is attached to my testimony. Further, MCImetro may obtain from

23

Bellcore the Local Exchange Routing Guide (LERG), the national routing

24

data base that contains, among other things, the NPA/NXX's that are

25

associated with local tandems.

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**ISSUE 12: HAS BELLSOUTH PROVIDED MCImetro WITH ACCESS TO DIRECTORY LISTING INFORMATION IN COMPLIANCE WITH THE TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES' INTERCONNECTION AGREEMENT? IF NOT, WHAT ACTION, IF ANY, SHOULD THE COMMISSION TAKE?**

Q. WHAT IS BELLSOUTH'S RESPONSE TO MR. MARTINEZ'S STATEMENT ON PAGE 22 OF HIS TESTIMONY THAT THE TELECOMMUNICATIONS ACT OF 1996 BELLSOUTH PROVIDED BELLSOUTH WITH THE AUTHORITY TO PROVIDE THE LISTINGS OF INDEPENDENT TELEPHONE COMPANIES?

A. BellSouth understands MCImetro's desires in this matter. BellSouth wishes it were in a legal position to provide all local service providers' listings. As my direct testimony at page 16 & 17 sets forth, BellSouth has gone to considerable efforts to seek permission to amend its interconnection agreements with those local service providers which prohibit release of their listing information to third parties. Since my direct testimony was filed, AT&T has responded requesting more information on the matter, and Sprint has responded that it does not wish to amend its current interconnection agreement. Their correspondence is attached to my testimony as Exhibits WKM-9 and WKM-10. Thus, at the time of filing this testimony, the following ALECs still have provisions in their interconnection agreements with BellSouth preventing the inclusion of

1 their listings in BellSouth's DADS and DADAS services:

- 2 • ALLTEL of Florida
- 3 • AT&T
- 4 • Golden Harbor of Florida, Ind. d/b/a Hometown Telephone
- 5 • Sprint

6  
7 Q. HAS MCImetro ATTEMPTED TO OBTAIN THE LISTINGS OF OTHER  
8 COMPANIES DIRECTLY FROM THOSE COMPANIES?

9  
10 A. Apparently so. In the Tennessee 271 proceeding (Docket 97-00309,  
11 Transcript of Proceeding, 5/28/98, Volume XI A, Page 21) in response to  
12 the question "Has MCI approached these seven or eight CLECs or  
13 independents to get access to those customer listings?" , Mr. Martinez  
14 replied "Yes, we have repeatedly. That's one of the problems when we -  
15 and I'll draw a parallel to billing contracts that we tried to do with  
16 independents. It took us - it's been taking us now five years. We still do  
17 not have all independents on billing contracts. We know from experience  
18 that this process of going out individually versus through a common  
19 database is just lengthy and just prolongs our ability to provide that  
20 service to customers."

21  
22 While I understand MCImetro's frustration at not having complete  
23 directory information available for its use, the decision by third party  
24 companies with regard to the use of their listing information should not be  
25 imposed as an issue related to BellSouth's adherence to its

1 interconnection agreement with MCImetro. Rather, MCImetro should  
2 support a generic proceeding by this Commission as discussed on page  
3 17 of my direct testimony.

4  
5  
6 **ISSUE 13: HAS BELLSOUTH PROVIDED MCImetro WITH SOFT DIAL**  
7 **TONE SERVICE IN COMPLIANCE WITH THE**  
8 **TELECOMMUNICATIONS ACT OF 1996 AND THE PARTIES'**  
9 **INTERCONNECTION AGREEMENT? IF NOT, WHAT ACTION, IF ANY,**  
10 **SHOULD THE COMMISSION TAKE?**

11  
12 Q. WHAT IS YOUR RESPONSE TO MR. MARTINEZ'S  
13 RECOMMENDATION ON PAGE 23 OF HIS TESTIMONY THAT  
14 BELLSOUTH CHANGE THE WORDING ON THE ANNOUNCEMENT  
15 PROVIDED ON ITS SOFT DIAL TONE SERVICE?

16  
17 A. BellSouth believes that its current message, which was edited and revised  
18 to address regulatory and competitive concerns, is competitively neutral  
19 and is therefore in compliance with its interconnection agreement with  
20 MCImetro. As outlined in my direct testimony, the FCC's Order 97-418,  
21 Section VII does not prohibit a Bell Operating Company from mentioning  
22 its own name. It must be borne in mind that once the ALEC disconnects  
23 its subscriber from the line, the ALEC no longer bears any of the costs of  
24 maintaining the line. The cost becomes completely the responsibility of  
25 BellSouth. Therefore, it is only reasonable that BellSouth retain the

1 opportunity to mention the availability of its service.

2

3 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

4

5 A. Yes.

6

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25

1 Q (By Ms. White) Mr. Milner, would you please  
2 give your summary?

3 A Yes, thank you. And good afternoon,  
4 Commissioners. My name is Keith Milner, and I'm here to  
5 respond to MCI's complaints related to the services MCI  
6 has ordered and received from BellSouth.

7 I filed direct and rebuttal testimony  
8 responding to the information in MCI's complaint and the  
9 testimony of MCI's witnesses regarding Issue No. 8,  
10 which deals with firm order confirmations for off-net  
11 T-1s; Issue 10 dealing with local tandem  
12 interconnection; Issue 12 dealing with directory listing  
13 information; and Issue 13, dealing with soft dial tone.

14 Regarding Issue 8, BellSouth meets the  
15 requirements of its Interconnection Agreement with MCI  
16 regarding the provision of firm order confirmations, or  
17 FOCs, to MCI for the services and unbundled network  
18 elements ordered through BellSouth's local carrier  
19 service center, or the LCSC.

20 In the case we were discussing, MCI ordered  
21 transport services it calls off-net T-1s as access  
22 services through BellSouth's interexchange carrier  
23 service center, or ICSC. The ICSC handles orders from  
24 BellSouth's long distance carrier companies. And while  
25 the ICSC does provide firm order confirmations for the

1 customer orders it processes, there is no requirement  
2 that those FOCs be provided within any given time  
3 frame.

4           Thus, because MCI ordered its off-net T-1s as  
5 access services through that part of BellSouth that  
6 provides goods and services to MCI's long distance unit  
7 and other long distance providers, the terms of the  
8 local interconnection agreement simply do not apply.

9           Turning to Issue 10 regarding local tandem  
10 interconnection, BellSouth believes it has met all the  
11 requirements of the Interconnection Agreement.  
12 BellSouth has offered MCI not one, but two forms of  
13 interconnection at BellSouth's local tandems, such that  
14 MCI can reach all of BellSouth's end offices, as well as  
15 those of independent telephone companies, wireless  
16 service providers and other competing local service  
17 providers.

18           Further, BellSouth has provided MCI  
19 information regarding how to order local tandem  
20 interconnection and has provided lists of BellSouth's  
21 switches and other service provider switches that are  
22 served by those local tandems. Thus, BellSouth believes  
23 it has provided all relevant information MCI might need  
24 to order and be provided local tandem interconnection.

25           Next, Issue 12 deals with BellSouth's

1 providing MCI with directory listing information through  
2 two BellSouth services referred to as DADS and DADAS.  
3 Both of these services provide a copy of BellSouth's  
4 directory listing database to companies wishing to  
5 provide their own directory assistance services.

6           BellSouth agrees with MCI that all local  
7 service providers should make all of their directory  
8 listings available. However, some local service  
9 providers in Florida have, through their interconnection  
10 agreements with BellSouth, not allowed BellSouth to  
11 include the listings of their customers in the DADS and  
12 DADAS products.

13           BellSouth has suggested that this Commission  
14 open a generic proceeding to determine whether all local  
15 exchange companies should make their listings available  
16 to each other regardless of contractual obligations. To  
17 date, MCI has not agreed to support such a proceeding.  
18 However, it is important to note that MCI is still free  
19 to negotiate directly with those other local exchange  
20 companies for their listings. It is not clear whether  
21 MCI has pursued that option.

22           Lastly, Issue 13, regarding soft dial tone,  
23 centers on whether BellSouth can mention its name in the  
24 announcement plate on disconnected lines. The current  
25 announcement states simply, "You can only dial 911 from

1 this line. To reach BellSouth, or another local service  
2 provider, you must call from another location."

3 I think there are three important points.  
4 First, BellSouth bears all the cost for lines connected  
5 to soft dial tone announcements. By this, I mean that  
6 no BellSouth customer or CLEC customer is paying for  
7 that line, nor is the line in use as an unbundled loop  
8 and thus connected to another service provider switch.

9 Second, the announcement does not discuss  
10 specific offers, prices or services to the caller. It's  
11 a simple, informational message.

12 Now, third, I would like to clarify a couple  
13 of points from this morning regarding carrier of last  
14 resort obligations on BellSouth. The announcement also  
15 serves to inform callers that at least BellSouth will  
16 provide service to this location.

17 As this Commission is aware, BellSouth, as  
18 carrier of last resort in its franchised area, is  
19 obligated to provide service even in cases where no  
20 other local service provider is willing. Thus, the text  
21 of the announcement simply reassures callers that at  
22 least BellSouth will provide service, and also says that  
23 the caller may also contact other local service  
24 providers to inquire as to whether or not that service  
25 provider would indeed provide service.

1           So to summarize, BellSouth believes it's in  
2 full compliance with the terms of its Interconnection  
3 Agreement with MCI regarding all of these issues.

4           Thank you. That concludes the summary.

5           MS. WHITE: Mr. Milner is available.

6           CHAIRMAN JOHNSON: Mr. Melson?

7           MR. MELSON: Chairman Johnson, as a  
8 preliminary matter, let me hand out two exhibits I'm  
9 going to use.

10           Chairman Johnson, if I could have the document  
11 labeled Deposition of Keith Milner marked for  
12 identification as Exhibit 19.

13           CHAIRMAN JOHNSON: 20. It will be marked as  
14 Exhibit 20.

15           (Exhibit No. 20 marked for identification.)

16           MR. MELSON: And if I could have the one page,  
17 which I will represent to you is an excerpt from the  
18 BellSouth/AT&T Florida Interconnection Agreement,  
19 Page 21, if I could have that marked as the next  
20 exhibit.

21           CHAIRMAN JOHNSON: It will be marked as 21,  
22 Excerpts from MCI/BellSouth Interconnection Agreement.

23           (Exhibit No. 21 marked for identification.)

24           MR. MELSON: AT&T/BellSouth.

25           CHAIRMAN JOHNSON: Oh, AT&T. Gotcha. AT&T.

**CROSS-EXAMINATION**1  
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BY MR. MELSON:

Q Mr. Milner, is an off -- what's been described in these proceedings as an off-net T-1 is essentially a circuit between a customer premises and an MCI metro switch; is that correct?

A Yes, it includes both the part to the customer's premises which is often referred to as the loop, and that part that extends from the BellSouth central office to MCI's switch, which would be interoffice transport, but that's right.

Q So that it's -- just to get a mental picture of the T-1, or an off-net T-1, it's essentially a pair of copper wires running from a customer premises to a BellSouth wire center, and that's what you call the loop portion; is that correct?

A That's close. Actually, it's two pairs of copper wires. It's a 4-wire circuit. There is a bit more equipment on either end that -- you know, the channel units as we call them, that digitizes the signal and transmits it, but essentially a 4-wire digital loop.

Q And then there is another circuit between the BellSouth wire center and the MCI switch to carry traffic that originates that the customer premise is on into the MCI switch; is that correct?

1           A     Yes, exactly. A second circuit, again four  
2 wires, digital, that extends from BellSouth central  
3 office where the loop appears and the transport that  
4 extends it on out to MCI's switch.

5           Q     And if MCI wanted to purchase that -- I'm  
6 going to call it off-net T-1, under the local  
7 Interconnection Agreement, it could place an order for a  
8 4-wire DS-1 digital loop and an order for DS-1 loop  
9 transport, and those two pieces could be combined to  
10 form this off-net T-1; is that correct?

11          A     That's one way that that functionality could  
12 be provided, yes.

13          Q     And there is an issue, is there not, between  
14 MCI and BellSouth as to whether if MCI wanted to provide  
15 that facility through the use of unbundled network  
16 elements, whether MCI would be required to connect those  
17 two items together at its -- at a collocation cage, or  
18 whether BellSouth would be obligated under the contract  
19 to do that -- perform that combination for MCI?

20          A     Yes, that's a point of contention between  
21 BellSouth and MCI as to our obligation to provide  
22 combinations of any UNES.

23          Q     And is it fair to say that the reason that MCI  
24 has purchased off-net T-1s through the access service  
25 request procedure is that BellSouth has to date refused

1 to provide them, if ordered, as UNE combinations out of  
2 the local interconnection agreement?

3 A No, I would not agree with that. I would say  
4 that MCI had several other options besides ordering out  
5 of the access tariff. The option that you just named,  
6 MCI could combine the loop and the transport itself to  
7 provide that functionality.

8 Second, MCI could resell any of several of  
9 BellSouth services. We've used the term Megalink  
10 earlier. That provides essentially the same  
11 functionality. MCI could combine its own interoffice  
12 transport with a loop, or it could provide all of the  
13 facilities itself from its own fiber optics, for  
14 example.

15 Q Is it fair to say that when MCI utilizes what  
16 we've referred to as an off-net T-1, that it uses that  
17 facility only in conjunction with local switching  
18 provided by an MCI switch, and that it's the combination  
19 of the access and the switching that MCI provides as a  
20 finished service to its end user customer?

21 A No. I can't agree with that. MCI, as a long  
22 distance company, for example, through the access  
23 tariff, buys lots of what we call point-to-point special  
24 access services which provide exactly the same  
25 functionality as we're talking about here. The circuit

1 starts in one location, usually the customer's premise,  
2 and BellSouth delivers that capability to some other  
3 distant point. It does not connect to any of our  
4 switches. So, no, I think that your question was a  
5 little too narrow a characterization of what off-net  
6 T-1s might be used for.

7 Q Let me ask this. Are all of the off-net T-1s  
8 that MCI metro has ordered terminated at one end on an  
9 MCI metro local switch?

10 A That's my understanding, yes.

11 Q So dealing with the set of off-net T-1s that  
12 are in existence today, is it fair to say that MCI uses  
13 that off-net T-1 in combination with its local switching  
14 in the provision of a finished service to an end-use  
15 customer?

16 A As far as that question goes, that's true. My  
17 point is that what we're calling an off-net T-1 goes by  
18 a number of different names. And again, the underlying  
19 functionality is just a 4-wire circuit that operates at  
20 about a million and a half bits per second. Starts at  
21 one end and ends at another.

22 Now you said in terms of a finished good,  
23 BellSouth calls that a finished service because it has  
24 both the loop transport and the interoffice transport,  
25 which provides the functionality that we sell to retail

1 customers as Megalink and that we sell to carriers  
2 through our access tariffs.

3 Q That was a long answer, and I think in the  
4 first part of it you agreed with me, didn't you, that  
5 for the off-net T-1s that MCI metro has purchased to  
6 date, they are used by MCI metro in conjunction with the  
7 local switching to provide a finished service that  
8 involves switching as well as access?

9 A Yes. I agree with that part.

10 Q If MCI had ordered a DS-1 -- 4-wire DS-1 loop  
11 and DS-1 transport as an unbundled network element  
12 combination, and if BellSouth had honored that order,  
13 would the firm order confirmation provisions in the  
14 Interconnection Agreement apply to that transaction?

15 A Yes, very likely so.

16 Q And those requirements are, basically, for an  
17 order placed electronically, the FOC has to be returned  
18 within four hours, and for an order placed manually  
19 within 24 hours?

20 A Yes. Now let me clarify that what I heard  
21 Mr. Green say a little while ago was that these orders  
22 were not placed electronically, they were faxed. They  
23 were not sent to the local carrier service center,  
24 instead they were sent to the interexchange carrier  
25 service center, which deals with long distance. That's

1 our branch that provides service to long distance  
2 carriers.

3           And let me also add that the interexchange  
4 carrier service center receives dozens, probably  
5 hundreds of access orders very similar to these on a  
6 day-to-day basis. This is business as usual. And in  
7 this case MCI ordered what appeared to be an access  
8 service from that part of BellSouth that provides access  
9 services to long distance units such as MCI's.

10           COMMISSIONER JACOBS: Did I understand that  
11 that practice was up until about a month ago? They've  
12 been ordering for a brief period of time  
13 electronically?

14           WITNESS MILNER: Well, they've always been --  
15 in the access world they've always been able to order  
16 the services electronically through the system we talked  
17 about called EXACT.

18           COMMISSIONER JACOBS: No, I think it was --  
19 was it the ASR, they had been doing that  
20 electronically?

21           WITNESS MILNER: I'm kind of getting out of my  
22 league when we start talking too deeply in terms of  
23 ordering capabilities. The access service request has a  
24 parallel that we call the local service request. And  
25 it's possible for MCI to have sent a local service

1 request for the two unbundled network elements to the  
2 local carrier service center that would have provided  
3 each part of that to MCI independently, or it could have  
4 used the local service request to order resale of  
5 BellSouth's retail services, such as Megalink, that  
6 would have provided the same functionality.

7 Q (By Mr. Melson) Could it have used a local  
8 service request to order a loop and transport  
9 combination where the combination is done by BellSouth?

10 A No.

11 Q Could you turn to your Exhibit WKM-7.

12 A Yes.

13 Q Does this letter essentially set out the  
14 history of the dispute between MCI and BellSouth  
15 regarding the provision of these UNE combinations or  
16 off-net T-1s?

17 A Yes. I believe that -- I believe this is a  
18 pretty fair depiction of what MCI wanted to do in terms  
19 of its billing. It doesn't speak a great deal to the --  
20 to all of the policy discussions that we've had between  
21 our two companies about combinations of UNEs, but these  
22 letters say, you know, in essence, we want to migrate  
23 these from access services to a different set of rates,  
24 and when can we do that, and also the secondary issue of  
25 the FOCs. And Ms. Lee's response, I think, clears up

1 the matter pretty nicely.

2 Q And the statement about moving these services  
3 from off-net T-1s to unbundled network element  
4 combinations was in light of the Commission's order in  
5 the MCI/BellSouth recombination docket; is that  
6 correct? That's what triggered the request?

7 A That may have triggered MCI. I can't say what  
8 triggered MCI to write a letter, but that would seem,  
9 you know, a probable reason. However, the FOCs that we  
10 were talking about were delivered, you know, weeks,  
11 months -- I think in fact the off-net T-1s were ordered  
12 back in the November/December/January kind of time  
13 frame. So this is months after the services had been  
14 delivered, that this letter was written.

15 Q Are you aware that MCI has testified that  
16 between June and December of 1997 it has taken BellSouth  
17 about seven days or more to return an FOC for these  
18 off-net T-1s?

19 A Yes, I understand that's your testimony.

20 Q And are you aware that it's MCI's testimony  
21 for the first order of this year it was taking BellSouth  
22 an average of 5.48 days to return those firm order  
23 commitments?

24 A Yes. I have nothing to refute that. Again,  
25 I'll say the issue is not the time interval that the FOC

1 is being returned in because there is no time interval  
2 requirement for this type of service ordered out of the  
3 access tariff.

4 Q Well, obviously there is a disagreement  
5 between MCI and BellSouth as to what the FOC obligation  
6 is.

7 Assume that the Commission were to find that  
8 the performance standards of the Interconnection  
9 Agreement apply to orders for off-net T-1s that are  
10 placed via access service requests. If the Commission  
11 made that determination, then based on the time frames  
12 we've seen, BellSouth would have failed to meet that  
13 standard; is that correct?

14 A Well, that's a -- the simple answer, yes, but  
15 that's a pretty convoluted hypothetical. First of all,  
16 again, let me be very clear, that the interexchange  
17 carrier service center to which these orders were sent,  
18 and which processed these orders, is a separate unit  
19 from BellSouth's local carrier service center. If this  
20 Commission today had said that off-net T-1s would --  
21 would require that FOCs be returned to MCI under the  
22 terms of the Interconnection Agreement, BellSouth  
23 would -- at the very least would expect that MCI would  
24 at least send the order to the right service center that  
25 is charged with meeting that -- with meeting that

1 performance requirement. And that's not the ICSC, but  
2 the local carrier service center.

3 Q You were present during Mr. Stacy's testimony  
4 today, weren't you?

5 A Yes.

6 Q And did you understand Mr. Stacy to say that  
7 MCI was permitted to order 2-wire loops by submitting  
8 access service requests through the EXACT interface?

9 A I didn't hear it quite that way. Let me  
10 repeat what I did hear. What I heard was that MCI, for  
11 whatever reason, was still using the EXACT interface to  
12 pass ASRs for only one kind of unbundled loop, and  
13 that's a 2-wire analog loop, which is not the kind of  
14 loop we're talking about here. Here we're talking about  
15 a 4-wire digital loop.

16 Q To the extent MCI is ordering 2-wire analog  
17 loops through the EXACT interface, you would agree with  
18 me, wouldn't you, that the performance measurement for  
19 firm order confirmations in the Interconnection  
20 Agreement still applies?

21 A Again, subject to the same reservations I had  
22 before, that the order was being handled by the local  
23 carrier service center, that MCI sent its orders to the  
24 right place for processing, then I would agree with  
25 that.

1 Q Let me ask this. When MCI sends an order to  
2 EXACT, MCI doesn't control which service center  
3 BellSouth EXACT system sends that request to; is that  
4 correct?

5 A I'm kind of over my head because I did hear  
6 Mr. Green talk about -- and I hate to get back into  
7 acronyms, but MCI --

8 Q Mr. Milner, if you don't know, I don't know as  
9 a financier.

10 A Well, I don't know. I'm just telling you that  
11 he implied that there was such a discrimination on  
12 function.

13 Q Let's move for a minute to information in the  
14 DA database. Based on your summary, I understand that  
15 BellSouth would be pleased to include all ALEC  
16 subscriber information in the DA database that it makes  
17 available to MCI, but that there are contractual  
18 provisions which you believe prohibit you from doing  
19 that. Is that a fair summary?

20 A That's fair.

21 Q And one of the companies that you -- whose  
22 interconnection agreement you believe prohibits that is  
23 AT&T; is that correct?

24 A It's one of four, yes.

25 Q And the other three are named in your

1 testimony?

2 A Yes, Sprint, ALLTELL of Florida, and Golden  
3 Harbor.

4 Q Have you reviewed the language in any of those  
5 interconnection agreements which prohibits BellSouth  
6 from making that DADS database information available to  
7 other ALECs?

8 A I've looked at two of them recently. I've  
9 seen all four of them, but recently I've looked at two  
10 to refresh myself as to what the language says.

11 Q Let me ask you to look at Exhibit 21 for a  
12 moment, and I will represent to you that that is a  
13 provision out of the AT&T BellSouth Interconnection  
14 Agreement, and let me ask you, is Section 21.2 of this  
15 agreement the provision that BellSouth believes  
16 prohibits making that AT&T customer information  
17 available to ALECs through the direct DA database?

18 A Yes, that's the language in the contract that  
19 we've discussed with AT&T and which they have confirmed  
20 to us precludes our including their listings in our DADS  
21 and DADAS products.

22 Q Would you look at Section 20.3 immediately  
23 above on that page. That provision says that BellSouth  
24 will include AT&T subscriber listings in BellSouth's  
25 directory assistance databases. Do you see that?

1           A     Yes, I see that.

2           Q     What directory assistance databases does that  
3 refer to?

4           A     Well, it's the database from which the DADS  
5 and DADAS products are created. I mean, we only have  
6 one directory listing base. The two sections, 20.3,  
7 talks about how BellSouth will include the subscriber  
8 listings that AT&T provides to BellSouth. 21.2  
9 describes any use from third parties for those listings.

10          Q     And you read 21.2 to apply to something more  
11 than the provision of an entire subscriber list; you  
12 read that to apply even to incidental access to AT&T's  
13 listings as they may exist in the overall database?

14          A     Yes. I think the language is pretty clear  
15 that AT&T's intent is that if there's monetary value to  
16 their listings, they want to be in control of that. So  
17 the words simply say that BellSouth shall refer any  
18 requests from third parties for listings to AT&T. It  
19 doesn't say we'll provide it and then inform them about  
20 it. It says we will refer that request, which implies  
21 to me that we would not act on that request from a third  
22 party, but instead simply make AT&T aware of it.

23                    COMMISSIONER CLARK: Mr. Milner, is another  
24 way to interpret that is that 20.03 says you're going to  
25 include it in your BellSouth directory assistance

1 database, and to the extent you provide that database to  
2 anyone else, it will include AT&T's subscriber listing,  
3 but if you single out the AT&T subscriber list  
4 information, you have to tell them to go to AT&T?

5 WITNESS MILNER: I read it more the first way,  
6 that -- let's say that -- there's two really two parts  
7 to this, and let me start by saying what it's not. If  
8 an end user customer calls our directory assistance  
9 operator, and you asked for a certain telephone listing,  
10 that operator is going to give you that number. There's  
11 no indication that says this is an MCI customer calling  
12 or this is a BellSouth customer, or whoever's customer  
13 that's calling, and so we give the information. It's a  
14 more narrow issue than that, and that is where we take  
15 that database and then we provide it to others and we  
16 sell it to others, can we rightfully include AT&T's,  
17 Sprint's, ALLTEL's and Golden Harbor's listings in those  
18 products that we sell?

19 COMMISSIONER CLARK: Are you selling this to  
20 MCI under this agreement?

21 WITNESS MILNER: I don't think they've agreed  
22 to buy it yet. We would certainly be -- we would offer  
23 it to MCI.

24 COMMISSIONER CLARK: So you offer it if  
25 they're willing to pay for it, but you won't offer it

1 under the terms of the Agreement?

2 WITNESS MILNER: No, not exactly. We've  
3 offered to sell it. They have not been willing to buy  
4 it because it does not include AT&T's, Sprint's,  
5 ALLTELL's and Golden Harbor's listings in the products  
6 that we legally can sell.

7 COMMISSIONER CLARK: Maybe I'm confused.  
8 You've offered to sell BellSouth's directory assistance  
9 databases?

10 WITNESS MILNER: Yes, but only to the extent  
11 that we're not forbidden by our Interconnection  
12 Agreement -- well, let me back up a pace. That database  
13 includes not only BellSouth's end user customers but  
14 anyone else's -- for example, here, AT&T's end user  
15 customers are also named in that database. We include  
16 all independent telephone companies, because they've  
17 given us permission, and most CLECs' listings in these  
18 two products that we've talked about. So if you wanted  
19 the contents of the database, we'll provide that to you  
20 right now. The only problem is that four companies have  
21 said, no, you may not include my listings in your two  
22 products.

23 COMMISSIONER CLARK: So anything that you  
24 would sell, you have to exclude AT&T's subscriber list?

25 WITNESS MILNER: That's right.

1 Q (By Mr. Melson) Just to put a practical touch  
2 on that, if BellSouth, or excuse me, if MCI bought the  
3 directory assistance database from BellSouth so that it  
4 could provide DA service using its own operators, that's  
5 a situation where an ALEC would purchase the database;  
6 is that correct?

7 A That's the most common -- I mean we've sold  
8 the database for other reasons, for telemarketers and  
9 that sort of thing, but that's the biggest reason, I  
10 would think.

11 Q What MCI metro would get would be a database  
12 that excluded -- included everyone except customers --  
13 local customers of AT&T, Sprint, ALLTEL and whatever the  
14 fourth company you named was?

15 A Golden Harbor. Yes, that's correct.

16 Q So that if a customer -- an MCI local customer  
17 called an MCI operator and said, give me a listing for  
18 Mike Tye, and Mike Tye happened to be an AT&T local  
19 service customer, the MCI operator would come up blank?

20 A That's true, unless MCI has negotiated with  
21 AT&T directly and has come to some agreement such that  
22 AT&T would give MCI those listings rather than giving  
23 them to MCI through BellSouth's two products.

24 Q And if the same customer called to a BellSouth  
25 operator service plant forum and asked for Mike Tye's

1 listing, they would get the number from the BellSouth  
2 operator despite the fact he was an AT&T local  
3 customer?

4 A Yes, that's right.

5 MR. MELSON: That's all I've got. Thank you,  
6 Mr. Milner.

7 CHAIRMAN JOHNSON: Staff?

8 **CROSS-EXAMINATION**

9 BY MS. BEDELL:

10 Q Mr. Milner, are you aware of any ALECs in  
11 Florida which may have ordered unbundled loops using an  
12 access service request and through EXACT?

13 A Apart from the discussion we've had about MCI,  
14 it's also possible that Sprint is using that same  
15 mechanism, although it's unclear to me whether that is  
16 for loops, other than the 2-wire analog that we've  
17 talked about, or not.

18 Q And -- I'm sorry?

19 A And I was just going to say, that was from  
20 some testimony that was in the complaint case against  
21 BellSouth by Sprint here in Florida.

22 Q And are you aware of whether or not unbundled  
23 loops are considered to be tariffed items?

24 A No, they're not tariffed items, although there  
25 are some products that, again, would have a lot of the

1 same technical characteristics, but no, they're not  
2 tariffed items. They are unbundled network elements  
3 that would be provided to other service -- you know,  
4 local service providers.

5 Q Do you know whether or not BellSouth  
6 recommended or otherwise directed MCI to use ASRs to  
7 order the T-1s?

8 A That I don't know.

9 Q If MCI ordered a T-1 out of the  
10 Interconnection Agreement using an ASR, will the order  
11 be processed by the LCSC or the ICSC?

12 A It would be processed by the local carrier  
13 service center, that is the LCSC.

14 Q And would MCI have any choice in where that  
15 was processed?

16 A Well, yes. It would -- it could order -- as  
17 it's done, it could order that same functionality out of  
18 the access tariff through the interexchange carrier  
19 service center.

20 Q And do you know whether MCI has requested  
21 combinations of 4-wire loops in T-1s?

22 A I have heard that they have. I don't know by  
23 what means they've requested that. I've heard about it  
24 in the 271 hearings, for example, here, and other  
25 places, but --

1 Q And then would you know if BellSouth actually  
2 provided those combinations?

3 A We have not provided those combinations in  
4 Florida.

5 Q And can you explain why not?

6 A Well, let me say, in this case the -- and I'm  
7 again straying into areas that I'm not an expert on and  
8 that's the topic of combinations of unbundled elements,  
9 but the basis for our refusal has been the 8th Circuit's  
10 court -- the 8th Circuit court's decision that said that  
11 while BellSouth was obligated to provide unbundled  
12 network elements, it was not obligated to combine those  
13 unbundled network elements on behalf of CLECs. Now I do  
14 understand that this Commission has issued an order that  
15 BellSouth has asked for reconsideration on, that might  
16 change that somewhat.

17 Q In Mr. Martinez's deposition, which I don't  
18 think we have to go there to get where I need to go in  
19 this question, but he discussed a portion of the  
20 agreement, which is actually found on Page 63 of  
21 Attachment VIII, which I don't believe is attached to  
22 anybody's -- any of the exhibits that we currently  
23 have. There is a statement in there that says, "For  
24 local services provisioned via the access service  
25 request process, the electronic communications gateway

1 interface may be used." And I have two questions about  
2 that, if you could. What is your understanding about  
3 any limitations on the local services provisioned via  
4 the ASRs?

5 A I'm not sure I understand the question. I was  
6 thinking about electronic gateways, and I am --

7 Q Well --

8 A If you could ask me again, please.

9 Q Just what does that statement actually --  
10 could you expound on what you understand that to mean in  
11 terms of what services could be provisioned via the ASR  
12 using the electronic interface?

13 A Well, I would presume that that statement  
14 meant that whatever services there were standard  
15 ordering instructions for that could be passed through  
16 that gateway could be ordered in that manner.

17 Q And to your knowledge or best recollection,  
18 was LENS available at the time this agreement was  
19 entered into?

20 A Do you mean the Interconnection Agreement?

21 Q Yes.

22 A I would say that was around June of 1997. I'm  
23 not sure if it was or not. I believe shortly  
24 thereafter, October or November for some -- or perhaps  
25 as early as August. I'm not sure of that. I guess I

1 should say I don't know.

2 Q I need to ask you a couple questions on a  
3 different subject. On the directory assistance  
4 listings, is it your opinion -- or in your opinion, are  
5 the directory assistance listings provided to MCI being  
6 made available on a non-discriminatory basis?

7 A Yes, I believe they are.

8 Q And can you explain your answer?

9 A Yes. To the full extent that BellSouth  
10 believes it can legally provide those listings, it has  
11 done so. It's only the contract language that prevents  
12 us from releasing all the listings.

13 Further, BellSouth has written to all  
14 independent companies and to all CLECs, who have such a  
15 prohibition in their interconnection agreements with us,  
16 explaining our position as agreeing with MCI that they  
17 should allow us to make those listings available. Since  
18 we've written those letters, some CLECs -- excuse me,  
19 let me say first of all, all independent telephone  
20 companies have agreed that we may release those  
21 listings, and we do. Some of the CLECs that we  
22 contacted and wrote to have also agreed, and we make  
23 those available. So to the fullest extent that we can,  
24 consistent with the contracts we've signed, we've -- we  
25 make all those listings available.

1           COMMISSIONER GARCIA:  Would it be helpful for  
2 us to order you to release them?

3           WITNESS MILNER:  It would be very helpful for  
4 us to order them.  That's really -- the question is not  
5 one of what we would like.  We fully agree with MCI that  
6 those listings are important to their -- to their  
7 directory assistance offerings.  We believe that all  
8 CLECs --

9           COMMISSIONER GARCIA:  I would imagine you  
10 would think they're essential?  I mean they can't offer  
11 directory assistance information if you've got a huge  
12 hole.

13           WITNESS MILNER:  I agree that a complete  
14 database is essential.  It's not essential that they  
15 necessarily get those listings from us, since they could  
16 also contact those same CLECs directly and say, let's  
17 work out a deal that you give me your listings, AT&T and  
18 Sprint and Golden Harbor and ALLTELL.

19           COMMISSIONER GARCIA:  You do realize the  
20 complexity of that and the confusion and the time and  
21 everything else?

22           WITNESS MILNER:  There's always that  
23 requirement.  I mean that always adds some time.  But  
24 that's the -- we agree with MCI that they need those  
25 listings.  We're trying to stay in accordance with the

1 legal documents we signed.

2 Q (By Ms. Bedell) Exhibit WKM-9 is the letter  
3 that was sent -- to your testimony. It's a copy of a  
4 June 2nd letter sent to AT&T. Do you know what the  
5 status of that request is at the present time? Is there  
6 any updated information?

7 A Yes, there was -- there was a letter from --  
8 well, first of all, let me say that the first page of --  
9 I'm sorry, did you mean just from AT&T or from the two  
10 companies we're referring to here?

11 Q I was starting with AT&T, but if you just keep  
12 right on going, we'll be all done.

13 A Fine. AT&T responded by saying we can't yet  
14 determine, you know -- tell us how you would  
15 compensate. And a letter went back from BellSouth to  
16 AT&T from Mr. Hendrix that said, I'm not in a position  
17 to offer you compensation, and we're still negotiating  
18 with AT&T.

19 Sprint on the other hand, said fairly flatly,  
20 we don't want to reopen this issue, we like our  
21 interconnection agreement just fine, thanks. So we're  
22 still working with AT&T. Sprint has pretty well said  
23 they don't want to open the negotiations.

24 There is a meeting tomorrow with Golden  
25 Harbor, between BellSouth and Golden Harbor, to see if

1 we can't get them to agree. And we're in the process of  
2 renegotiating the Interconnection Agreement with ALLTEL  
3 right now. Their Interconnection Agreement will expire  
4 soon. So our proposed language removes any restrictions  
5 on our ability to provide the listings. They have not  
6 responded to that part of our proposed language, but  
7 that's what's going on in all four.

8 Q Staff would like to ask, if you could, to  
9 provide us as a late-filed exhibit the correspondence  
10 related to AT&T. And if we could get that identified as  
11 Late-filed Exhibit 22.

12 A Do you mean Mr. Hendrix's letter that I  
13 referred to?

14 Q Yes, the correspondence you were just speaking  
15 of, and --

16 A Let me ask my counsel a question. I have a  
17 copy of that letter. We can provide it now, or as a  
18 late-filed. I don't know how we can provide copies.

19 MS. WHITE: Can we still get copies made at  
20 this --

21 MS. BEDELL: Why don't we just call it a  
22 late-filed and we'll just deal with it. That would be  
23 easier.

24 CHAIRMAN JOHNSON: All right, short title?

25 MS. BEDELL: Recent Correspondence Related To

1 Directory Assistance Listings With AT&T.

2 (Late-filed Exhibit No. 22 identified.)

3 MS. BEDELL: And that concludes the questions  
4 that Staff has, and we have only one request also,  
5 Chairman Johnson, if we could get a date for all of our  
6 late-fileds. This one obviously is easier to get, but  
7 we asked for the DOJ document as well, and I don't  
8 know -- we didn't establish a date for that.

9 CHAIRMAN JOHNSON: Okay. How long -- I guess  
10 BellSouth will be providing the DOJ letter?

11 MS. WHITE: Yes, it's actually a binder, and  
12 it's a color binder, but I believe we can get both of  
13 these in at least a week, hopefully less.

14 CHAIRMAN JOHNSON: Okay, a week from today  
15 would be our date for those.

16 Exhibits? Well, we didn't get into redirect.  
17 Sorry.

18 MS. WHITE: I just do have one question.

19 **REDIRECT EXAMINATION**

20 BY MS. WHITE:

21 Q Mr. Milner, is it BellSouth's intention to  
22 keep working on the four companies who have not given  
23 their permission?

24 A Absolutely.

25 MS. WHITE: Thank you. And I would move 18

1 and 19.

2 CHAIRMAN JOHNSON: Show those admitted without  
3 objection.

4 MR. MELSON: And MCI moves 20 and 21.

5 CHAIRMAN JOHNSON: Show those admitted without  
6 objection.

7 (Exhibit Nos. 18, 19, 20 and 21 received into  
8 evidence.)

9 CHAIRMAN JOHNSON: And 22 is a late-filed and  
10 so is 15, but we've established dates for those to be  
11 submitted. Are there any other preliminary matters?  
12 Are we still okay with the schedule?

13 MS. BEDELL: Yes, ma'am.

14 CHAIRMAN JOHNSON: The two weeks?

15 MS. BEDELL: Let me give you the -- the brief  
16 is due in one week, which is August 12th -- I'm sorry,  
17 the transcript is due in one week. I am so sorry. The  
18 transcript -- I was just seeing if you were awake. The  
19 transcript is due in one week on August 12th. The  
20 briefs are due two weeks later on August 26th. Staff  
21 recommendation will be due on September 10th.

22 CHAIRMAN JOHNSON: That's a -- if we were --  
23 this is just for discussion of the parties. To give  
24 Staff a little more time on the tail end, what could we  
25 do there? Which agenda? When do we have this scheduled

1 to be voted on?

2 MS. BEDELL: The agenda that we are currently  
3 scheduled to hear this on is the 22nd of September. The  
4 next agenda following that, I believe, is the 6th of  
5 October.

6 CHAIRMAN JOHNSON: I know there were some real  
7 tight dates.

8 MS. BEDELL: They're very tight, particularly  
9 for Staff. The -- we were -- there was a request to  
10 expedite this docket, and that would have been MCI's  
11 request, I believe.

12 CHAIRMAN JOHNSON: It looks like we were a  
13 little overly ambitious. If the parties -- Mr. Melson,  
14 I don't know if you can speak at this time with respect  
15 to this, trying to work backwards from that -- instead  
16 of September 22nd, the 6th -- I guess it would be -- you  
17 said October 6th?

18 MS. BEDELL: Yes.

19 CHAIRMAN JOHNSON: And if you can't respond  
20 now, if you could perhaps get back with us.

21 MR. MELSON: Let me give a politically correct  
22 speech. MCI obviously wants this matter brought to a  
23 closure as quick as possible, but we understand the time  
24 constraints and would not object if you moved the agenda  
25 out two weeks.

1           CHAIRMAN JOHNSON: Thank you very much. That  
2 will do. And if any other dates fall out, just go ahead  
3 and revise that if necessary.

4           Thank you, Mr. Melson.

5           MR. MELSON: You're welcome.

6           CHAIRMAN JOHNSON: Any other matters to come  
7 before us tonight, this evening?

8           MS. BEDELL: No.

9           CHAIRMAN JOHNSON: This hearing is adjourned.  
10 Thank you much.

11           (Hearing concluded at 5:10 p.m.)

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1 STATE OF FLORIDA)  
2 COUNTY OF LEON )

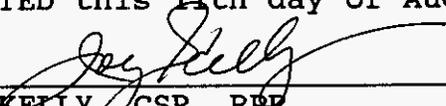
CERTIFICATE OF REPORTERS

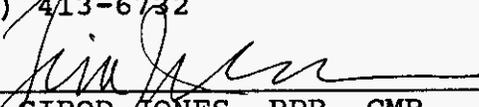
3 We, JOY KELLY, CSR, RPR, Chief, Bureau of  
4 Reporting, Official Commission Reporters, and LISA  
GIROD JONES, RPR, CMR, Registered Merit Reporter,

5 DO HEREBY CERTIFY that the Hearingin Docket  
6 No. 980281-TP was heard by the Florida Public Service  
7 Commission at the time and place herein stated; it is  
further

8 CERTIFIED that we stenographically reported  
9 the said proceedings; that the same has been  
10 transcribed under our direct supervision; and that  
11 this transcript, consisting of 514 pages, Volumes 1  
through 3, constitutes a true transcription of our  
notes of said proceedings and the insertion of the  
prescribed prefiled testimony of the witnesses.

DATED this 11th day of August, 1998.

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13 \_\_\_\_\_  
14 JOY KELLY, CSR, RPR  
15 Chief, Bureau of Reporting  
16 (850) 413-6732

17   
18 \_\_\_\_\_  
19 LISA GIROD JONES, RPR, CMR  
20 Registered Merit Reporter  
21 (850) 894-2277

22  
23  
24  
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