

1 BELL SOUTH TELECOMMUNICATIONS, INC.
2 DIRECT TESTIMONY OF BETH SHIROISHI
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 010740-TP
5 AUGUST 20, 2001
6

7 Q. PLEASE STATE YOUR NAME, ADDRESS, AND POSITION WITH
8 BELL SOUTH TELECOMMUNICATIONS, INC. ("BELL SOUTH").
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10 A. My name is Elizabeth R. A. Shiroishi. I am employed by BellSouth as
11 Managing Director for Customer Markets – Strategic Pricing. My business
12 address is 675 West Peachtree Street, Atlanta, Georgia 30375.
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14 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
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16 A. I graduated from Agnes Scott College in Decatur, Georgia, in 1997 and began
17 employment with BellSouth in 1998 in the Interconnection Services Pricing
18 Organization as a pricing analyst. My next position at BellSouth was as the
19 product manager for collocation, and from there I moved into a position
20 negotiating Interconnection Agreements. In that position, I was responsible
21 both for negotiating and for overseeing the negotiations of Interconnection
22 Agreements, as well as Local Interconnection, Internet Service Provider
23 ("ISP")/Enhanced Service Provider ("ESP"), and Internet Protocol ("IP")
24 issues. I currently am a Managing Director in the Strategic Pricing Division of
25 Customer Markets, where I am responsible for Pricing Governance and

1 Process.

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3 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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5 A. The purpose of my testimony is to respond to issues two and three of the
6 Complaint filed with the Florida Public Service Commission (the "FPSC" or
7 "Commission") by IDS Long Distance, Inc. N/K/A IDS Telecom, LLC ("IDS")
8 against BellSouth on May 11, 2001. I will respond to Issue Two – *Has*
9 *BellSouth breached its Interconnection Agreement with IDS by failing to*
10 *provide IDS Unbundled Network Elements ("UNEs") and Unbundled Network*
11 *Element-Platforms ("UNE-Ps") at parity?* and Issue Three – *Has BellSouth*
12 *engaged in anticompetitive activities against IDS in violation of Chapter 364,*
13 *Florida Statutes, and the Telecommunications Act, as they relate to the*
14 *negotiation and execution of the March 27, 2000 amendment to the*
15 *Interconnection Agreement between IDS and BellSouth.*

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17 Q. WHAT WAS YOUR INVOLVEMENT WITH IDS IN THIS MATTER?

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19 A. I was BellSouth's negotiator for the IDS/BellSouth Interconnection Agreement
20 from January of 2000 through October of 2000.

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22 Q. PLEASE DESCRIBE THE SITUATION WITH THE IDS/BELLSOUTH
23 INTERCONNECTION AGREEMENT WHEN YOU BECAME THE
24 NEGOTIATOR FOR IDS.

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1 A. Just prior to my involvement, in November of 1999, BellSouth and IDS had
2 executed a Professional Services Agreement for Loop/Port UNE
3 Combinations¹ (“Professional Services Agreement”). Additionally, BellSouth
4 and IDS had neared completion of an agreement to extend the life of their
5 current Interconnection Agreement by six months. On January 4, 2000, just
6 after my assuming the IDS account, BellSouth and IDS executed that term
7 extension amendment. Since the extension was only for six months, pursuant
8 to the renegotiation provision found in Section 2.2 of the General Terms and
9 Conditions of the Interconnection Agreement, I sent a letter requesting
10 renegotiation and a copy of BellSouth’s then current Standard Interconnection
11 Agreement to IDS via certified mail on January 26, 2000. The purpose of this
12 transmittal was to start the clock on the period in which we were to reach a
13 new agreement with IDS that would replace the old agreement that had been
14 extended.

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16 Q. WAS THE RENEGOTIATION OF THE INTERCONNECTION
17 AGREEMENT RELATED TO THE MARCH 27, 2000 AMENDMENT?

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19 A. No. The renegotiation of the new contract to replace the expiring contract was
20 not related to the March 27, 2000 amendment. The amendment was for the
21 purpose of updating the Unbundled Network Element attachment to the
22 existing interconnection agreement to reflect the requirements of the FCC’s

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¹ Loop/Port Combinations are also referred to as the UNE-Platform or UNE-P.

1 UNE Remand Order². As I said, on January 26, I sent a request to negotiate a
2 new interconnection agreement and a copy of BellSouth's Standard
3 Interconnection Agreement to Mr. Kramer. On February 17, 2000, I called
4 Mr. Kramer to confirm that he had received the letter and the Standard
5 Interconnection Agreement and to discuss the upcoming negotiations.

6

7 Q. CAN YOU PROVIDE A BRIEF DESCRIPTION OF THE EVENTS
8 SURROUNDING YOUR CONVERSATION WITH MR. KRAMER ON
9 FEBRUARY 17, 2000?

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11 A. In the course of my conversation with Mr. Kramer on February 17, 2000 (the
12 purpose of which was to discuss the renegotiation of IDS' interconnection
13 agreement), we began discussing the FCC's UNE Remand Order. I explained
14 to Mr. Kramer that BellSouth was finalizing the provisions for the Unbundled
15 Network Elements attachment pursuant to the UNE Remand Order, and that I
16 would email that agreement to him once it was complete. Mr. Kramer stated at
17 that time that he had been trying to contact me for a month. I had heard
18 nothing at all from IDS since January 20, 2000; therefore, I replied that I had
19 not received any emails or voice mails from him. At that point, I asked Mr.
20 Kramer to verify the number at which he had been trying to reach me, and he
21 then stated that it was his secretary, Ms. Kimone Hall, who had been calling
22 me. I asked to be transferred to Ms. Hall in order to try to resolve this issue. In
23 talking with Ms. Hall, she stated she had not tried to call me and that she was

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25 ² See Third Report and Order and Fourth Further Notice of Proposed Rulemaking, FCC 99-238,
released November 5, 1999 ("UNE Remand Order").

1 not aware to what Mr. Kramer was referring. I verified for her my current
2 phone number, and we ended the call.

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4 Q. WHAT WAS THE SEQUENCE OF EVENTS FROM THAT POINT IN
5 TIME?

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7 A. On February 18, 2000, I received a voice mail from Ms. Hall inquiring as to the
8 status of the agreement. I sent an email response stating that the agreement
9 was not yet ready, and I also called with the same message. On February 21,
10 2000, I called Mr. Kramer to let him know that BellSouth was still finalizing
11 the agreement. On February 28, 2000, I emailed Mr. Kramer the finalized
12 attachment and amendment papers. This was an executable amendment that
13 would incorporate the provisions of the FCC's UNE Remand Order and delete
14 the provisions for the previous Professional Services Agreement. On that same
15 afternoon, I received a phone call from Mr. Bill Gulas, who was then the
16 BellSouth product manager for UNE-P. Mr. Gulas stated that Mr. Kramer had
17 called him inquiring as to the status of the agreement. I informed Mr. Gulas
18 that I had already sent an email with the information, and that I would follow
19 up with Mr. Kramer. I immediately called Mr. Kramer and left a voice mail
20 advising that he should have an email with the information. Around three
21 o'clock in the afternoon, I received a phone call from Ms. Hall stating that they
22 had not received the email. I resent the email to both Mr. Kramer and Ms.
23 Hall.

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1 Q. WHAT DATE DID BELLSOUTH PROVIDE IDS WITH THE UNE-P
2 AMENDMENT AGREEMENT?

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4 A. February 28, 2000.

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6 Q. DID IDS EVER EXPRESS CONCERN THAT BELLSOUTH WAS NOT
7 BEING RESPONSIVE TO IDS IN THE NEGOTIATION OF THE MARCH
8 27, 2000 AMENDMENT?

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10 A. No. IDS wanted to receive a copy of the agreement and I agreed to provide it
11 to them. As I discussed above, I received a message from IDS on February 18,
12 2000 checking on the status of the agreement, and I responded to that call
13 immediately. I subsequently contacted Mr. Kramer on February 21 to give him
14 an update of BellSouth's progress. While I knew that IDS was ready to begin
15 negotiating the amendment, I was not given any indication that IDS was
16 concerned with BellSouth's responsiveness. Nor was any threat of contacting
17 the Public Service Commission relayed to me. Indeed, there would have been
18 no reason to make such a threat. I was conscious to keep IDS informed of
19 BellSouth's progress, as I knew they were interested to begin finalizing the
20 amendment. Moreover, I never perceived that Mr. Kramer was overly anxious
21 or unduly concerned with the progress that we were making on this issue.

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23 Q. WHAT WAS IDS' RESPONSE TO THE PROPOSED AMENDMENT?

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25 A. Mr. Kramer requested a conference call with Mr. Gulas to discuss some of

1 IDS' questions on UNE-P. Over the next three weeks, Mr. Kramer and I had
2 informal telephone conversations regarding IDS' questions about the new
3 attachment 2, and BellSouth and IDS had several conference calls (on March 8,
4 March 16, and March 22, 2000) with BellSouth subject matter experts to
5 discuss BellSouth's proposed language and issues with UNE-P, EELs, and
6 collocation. Throughout the conversations and conference calls, BellSouth
7 answered IDS' questions, and the parties negotiated specific language
8 addressing these matters. On the March 22, 2000 conference call, the parties
9 verbally reached agreement on all of the issues that had been discussed over the
10 previous three weeks. Since I had been acting as the document keeper, I
11 finalized these changes in writing and mailed out, via Federal Express, an
12 executable copy of the amendment to IDS that very day. On March 27, 2000, I
13 received a signed copy of the amendment from IDS. A BellSouth
14 representative signed the agreement that day, and I returned an executed copy
15 of the agreement to IDS that day, via Federal Express.

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17 Q. HOW WOULD YOU CHARACTERIZE THE PERIOD OF TIME
18 BETWEEN THE DATE THAT BELLSOUTH PROVIDED THE
19 AMENDMENT (FEBRUARY 28, 2000) AND THE DATE THAT BOTH
20 PARTIES SIGNED THE AMENDMENT (MARCH 27, 2000)?

21

22 A. I would characterize this period of time as a negotiations period. Both parties
23 were discussing the language in our draft agreement. The parties proposed
24 changes, both written and verbal, and responded to those proposals as in the
25 normal course of negotiating.

1 Q. DID IDS REQUEST TO MAKE THE MARCH 27, 2000 AMENDMENT
2 RETROACTIVE TO A PRIOR DATE?

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4 A. No. To my knowledge, and I do not know who they would have conveyed
5 such an idea to other than me, no one from IDS made any request to negotiate
6 the effective date of the amendment. I am not sure what the resolution of such
7 a request would have been had it been made, but the fact is that IDS never
8 requested that we negotiate this issue. Consequently, the amendment was
9 effective on the date it was fully executed.

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11 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

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13 A. Yes. Thank you.

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