REDACTED

1		BELLSOUTH TELECOMMUNICATIONS, INC.
2		REBUTTAL TESTIMONY OF GREGORY R. FOLLENSBEE
3		BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4		DOCKET NO. 031125-TP
5		AUGUST 12, 2004
6		
7	Q.	PLEASE STATE YOUR NAME, YOUR POSITION WITH
8		BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH"),
9		AND YOUR BUSINESS ADDRESS.
0		
1	A.	My name is Gregory R. Follensbee. I am employed by BellSouth as Assistant
2		Vice President - Regulatory and External Affairs. My business address is 675
3		West Peachtree Street, Atlanta, Georgia 30375.
14		
15	Q.	PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR
16		BACKGROUND AND EXPERIENCE.
17		
18	A.	I graduated from Florida State University in 1972, with a Bachelor of Science
19		degree in Accounting. After graduation, I began employment with the Florida
20		Public Service Commission in its Accounting Department. In 1983, I moved
21		to Atlanta where I began work with AT&T Communications of the Southern
22		States, Inc. ("AT&T"). In 2001, I left AT&T and began work with BellSouth
23		in its Interconnection Services organization. In that role, I was responsible for

PUBLIC DISCLOSURE

DOCUMENT NUMBER-DATE

0880 L AUG 12 &

FESS COMMISSION CLERK

DOCUMENT NUMBER-DATE

09655 SEP-23
FPSC-COMMISSION OF ERM

1		discussions with IDS regarding the Settlement Amendment were with Bob
2		Hacker, IDS's CFO, and not Ms. Fefer. Thus, Ms. Fefer's testimony regarding
3		what was agreed to in the Settlement Agreement is nothing more than
4		revisionist history and does not accurately describe what took place during the
5		negotiations that led up to the Settlement Amendment or the dollars that
6		BellSouth and IDS agreed would be adjusted.
7		
8	Q.	IN THE SETTLEMENT AMENDMENT, BELLSOUTH AGREED TO
9		ISSUE IDS A CREDIT OF \$925,000. WHAT BILLING DISPUTES DID
0		THIS CREDIT ADDRESS?
1		
2	A.	IDS raised three separate disputes for billings up to August 17, 2001 that were
3		addressed in the Settlement Agreement and Settlement Amendment. As set
4		forth in Mr. Melton's testimony, the Settlement Agreement excluded
5		
16		
17		
18		
19		See
20		Settlement Agreement, DM-1 at ¶ 4.
21		For cost reasons, the parties decided against
2.2		arbitrating these issues and instead attempted to negotiate resolution of the

1 A.	Absolutely not. As set forth above, the Settlement Agreement
2	
3	
4	
5	See Settlement Agreement, Exhibit DM -1 at ¶ 3, 4, and 5. The
6	Settlement Amendment addressed these billing disputes. As set forth in the
7	Settlement Amendment, the parties determined that the total amount due
8	("Total Amount Due") to BellSouth for past due billings for the time period
9	covered in the Settlement Agreement, after taking into account the resolution
10	of the carved out billing disputes for this same time period, was \$2,475,000.
11	See Settlement Amendment, DM-2, at 1.
12	
13	In her testimony, Ms. Fefer argues that the \$2,475,000 identified in the
14	Settlement Amendment represented IDS's past due billings as of March 25,
15	2002. This is not true because the parties agreed that the \$2,475,000 only
16	represented the Total Amount Due to BellSouth for the time period covered in
17	the Settlement Agreement, which was up to the settlement Agreement, which was up to
18	\$2,475,000 set forth in the Settlement Amendment never addressed post-
19	August 17, 2001 past due amounts or billing disputes and thus cannot support
20	Ms. Fefer's argument.
21	
22 Q.	DO YOU AGREE WITH MS. FEFER'S ASSERTION ON PAGE 5THAT
23	BELLSOUTH AGREED TO WAIVE ALL PRIOR INTEREST AND

1		LATE PAYMENT CHARGES THROUGH FEBRUARY 2002 AND TO
2		NOT BEGIN CHARGING INTEREST ON THE SPECIAL "Q"
3		ACCOUNT UNTIL MARCH 2002?
4		
5	A.	No. Again, as stated above, the \$2,475,000 set forth in the Settlement
6		Amendment was the negotiated amount of the Total Amount Due to BellSouth
7		for past due amounts up to August 17, 2001 billings. The \$2,475,000 included
8		a credit of \$925,000 for resolution of the three billing disputes carved out of
9		the Settlement Agreement. In her testimony, Ms. Fefer insinuates that
10		BellSouth agreed to provide IDS with additional credits for the late payment
11		and interest charge dispute for pre-
12		August 17, 2001 billings via paragraph 4 of the Settlement Amendment.
13		Indirectly, Ms. Fefer claims that, with this paragraph, BellSouth agreed to
14		provide IDS with more credits than the \$925,000 credit set forth in paragraph 5
15		of the Settlement Amendment. This is not true for the following reasons.
16		
17		First, in addition to the two other disputes asserted, the \$925,000 credit
18		represented the negotiated resolution of IDS's
19		
20		BellSouth did not agree to provide BellSouth with any additional credits for
21		this or any other dispute.
22		