

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Complaint by DPI-Teleconnect, L.L.C. )  
against BellSouth Telecommunications, Inc. )  
for dispute arising under interconnection )  
agreement )  
\_\_\_\_\_ )

Docket No. 050863-TP  
Filed: March 7, 2008

**SUPPLEMENTAL TESTIMONY OF BRIAN BOLINGER**

1 **Q: Please state your name and address.**

2 A. My name is Brian Bolinger and my address is 2997 LBJ Freeway, Suite 225  
3 Dallas, TX 75234-7627.

4 **Q: Have you previously filed direct and rebuttal testimony in this proceeding?**

5 A. Yes.

6 **Q: Mr. Bolinger, why is it necessary to supplement your direct and rebuttal**  
7 **testimony?**

8 A. After my direct and rebuttal testimony was filed originally, BellSouth was  
9 compelled by this Commission to respond to certain of dPi's discovery requests  
10 asking for BellSouth's ordering and billing data, and this material was finally  
11 provided to us just before the original hearing date in this case. Our analysis of that  
12 data shows that it directly contradicts one of BellSouth's key contentions in this case  
13 – that it did not provide the Line Connection Charge Waiver to its own retail  
14 customers taking only Basic Service plus the BRD, BCR, and HBG TouchStar  
15 Blocking Features. Also, to counter some of the arguments BellSouth has since made  
16 in sister cases in neighboring states.

1  
DOCUMENT NUMBER-DATE  
01744 MAR -7 8  
FPSC-COMMISSION CLERK

1 **Q: Has the information you are about to testify to been shared with BellSouth**  
2 **already?**

3 A. Yes. As you know, dPi and BellSouth are litigating this same issue in nearly  
4 all the former BellSouth states. The information I am providing in this supplemental  
5 testimony is information that has already been provided to BellSouth in one form or  
6 another – such as in connection with dPi’s motion for reconsideration filed before the  
7 North Carolina PUC in November 2007, and in testimony filed in Alabama mid-  
8 February 2008. So while this information may be appearing in this case for the first  
9 time in writing now, BellSouth has had it in other cases for weeks or months.

10 **Q: What is your response to BellSouth’s contentions about why dPi is not entitled**  
11 **to the promotion when it orders basic service plus the TouchStar Blocking**  
12 **Features?**

13 A. I understand why they are fighting this – there’s a lot of money at stake. But  
14 their contentions lack credibility, because the sequence of events shows that the  
15 original interpretation of the promotion and application was exactly as dPi has  
16 presented it, with BellSouth changing its interpretation only after it realized that the  
17 original interpretation would result in it owing significant amounts to CLECs. Once  
18 BellSouth realized that it faced a significant liability to CLECs, it advanced a series  
19 of rationales, one after another, for why dPi’s orders do not qualify. Each of these  
20 “justifications” were discredited in turn, and new ones were generated.

21 **Q: Can you elaborate, please?**

1 A. We know that BellSouth **did** originally interpret its promotion the as the plain  
2 language reads, and as dPi contends it should be interpreted, for two reasons.

3 First, as described in earlier testimony, because Lost Key worked with  
4 BellSouth in developing the automated system for processing these promotions. By  
5 December 2003 and January 2004, Steve Watson was working on the LCCW  
6 promotion, and had batches containing credit requests for orders for basic service  
7 plus the TouchStar Blocking Features approved. In fact, in January, February,  
8 March, and April 2004, regular batches of such orders were approved for Teleconnex  
9 (on whose behalf Steve Watson was working at the time), before Teleconnex was  
10 taken over by other owners and ceased doing business. Then, in the summer of 2004,  
11 BellSouth was crediting other CLECs (such as Budget Phone) with millions for  
12 promotional rates for orders essentially identical to dPi's.

13 Second, we know from review of BellSouth's own retail ordering data that  
14 ***BellSouth did credit its own retail users who otherwise qualify for the promotion***  
15 ***and take only basic service plus the BCR, BRD, and HBG TouchStar Blocking***  
16 ***Features.*** Through discovery in Florida, dPi sought records showing what non-  
17 recurring charges BellSouth charged its own end users who (1) ordered new basic  
18 service and (2) any two of the BCR, BRD, and HBG TouchStar Blocking Features  
19 (without any other TouchStar features). The response showed that from 2003 to  
20 August 2007, in any given month, for BellSouth end users ordering basic service plus  
21 the TouchStar Blocking Features, BellSouth would waive the end users' Line  
22 Connection Charge between 8.8% and 40.1% of the time. More particularly, for the

1 time period from May 2003 to January 2005, new BellSouth retail accounts created  
2 with basic service and 2 TouchStar Blocking Features had their Line Connection  
3 Charge waived between 40% and 22% of the time. Those new orders not receiving  
4 the waiver included orders that did not qualify because they were not a “winover” or  
5 “reacquisition” (a requirement to qualify for LCCW); because they split off of  
6 existing accounts; or the order were for accounts that were reestablished after being  
7 disconnected – in other words, those orders not granted LCC waivers were for  
8 reasons *other* than because BellSouth was not counting BCR and BRD as TouchStar  
9 features. A detailed explanation of the data reviewed and the analysis of that data by  
10 Steven Tepera is found in dPi’s Exhibit 7. The frequency BellSouth awarded its end  
11 users LCCW is shown on three graphs in dPi’s Exhibit 6, and repeated in Exhibit  
12 7(A). Again, this material was provided to BellSouth in November, 2007.

13 **Q: So if BellSouth waived the Line Connection Charge for its own end users taking**  
14 **basic service plus the TouchStar blocking features, why did BellSouth not**  
15 **extend the promotion pricing to dPi?**

16 A. Frankly, because the amounts dPi was entitled to under the promotion were  
17 so large. There has followed a parade of excuses, some more initially plausible than  
18 others, but ultimately, all false.

19 **Q: How do you know BellSouth refused to extend the promotion pricing to dPi**  
20 **because the amounts dPi was entitled to under the promotion were so large?**

21 In 2006, dPi deposed BellSouth’s Kristy Seagle, who was the person at  
22 BellSouth who headed up the promotion crediting process. A copy of her deposition

1 is attached as dPi Exhibit 8. She had been in the position for two years (Seagle depo  
2 8) and no one at BellSouth knew more about the process than her (Seagle depo 27-  
3 28). She was in charge of processing dPi's credit requests. Ms. Seagle testified that  
4 the credit requests were received in September 2004 but no payments or denials made  
5 until April 2005. (Seagle depo 37-39). The credit requests were initially not paid  
6 simply because the amounts seemed so large:

7 The red flag went off for me initially because the dollar  
8 amount was so high. I just -- I guess I don't deal in those large of  
9 dollars. It just shocked me, shocked me and made me start looking  
10 at what we were doing. (Seagle depo 46-47).

11 \*\*\*

12 .... and that's when I stopped everything that we were doing  
13 at that point from October 2004 until April 8, 2005, nobody was  
14 credited for those promotions..... (Seagle depo 39-40).

15 At this point, (September/October 2004) BellSouth put together a team of  
16 lawyers and retail and marketing managers to find see if there was a way to avoid  
17 paying the promotions. See Seagle depo 40-56.

18 **Q: Can you elaborate on the excuses BellSouth gave for evading extending the**  
19 **promotional pricing to dPi?**

20 A. The first theory they came up with after months of study was to say that dPi's  
21 orders could not qualify because they were not win-overs or re-acquisitions, because  
22 they were new orders. See Seagle depo at 48. This approach was developed in the  
23 fall 2004 and very early 2005 (see Seagle depo at 55), but was abandoned in February  
24 of 2005 when it became clear that this approach would not work (see Seagle depo at  
25 44-45, 51). Given the nature of its business -- catering to credit challenged

1 customers – essentially all of dPi’s clientele are those who were once customers of  
2 BellSouth or other carriers but who were disconnected for failure to pay.

3 **Q: What was the next excuse?**

4 A. As noted in my direct testimony, another reason initially advanced for not  
5 issuing the credits was for the supposed reason that the TouchStar Blocking Features  
6 dPi used to qualify for the LCCW were really not “features.” This reason was  
7 withdrawn (though it has now reappeared in sister states) after dPi pointed out that:

- 8 – by tariffed definition, “TouchStar service is” simply “a group of  
9 central office call management features offered in addition to basic  
10 telephone service” (Tariff at A13.19.1), and the items in question are  
11 undoubtably call management features – there is no other category of  
12 service to which they can be assigned;
- 13  
14 – although BellSouth claims that the BCR, BRD, and HBG TouchStar  
15 Features cannot be considered features because they are blocks, the  
16 fact they are blocks does not mean the they are not features. The  
17 most glaring example is the A13.19.2 E Call Block feature from the  
18 tariff;
- 19  
20 – the TouchStar Blocking Features appear in the Florida tariff (*e.g.*, at  
21 A13.19.4 A. 1. (c), A13.19.4 A. 2. (c), and A13.19.4 A. 6. (c), (and  
22 various state tariffs) where they are listed as features;
- 23  
24 – they are specifically referred to as features in these tariffs;
- 25  
26 – BellSouth employees repeatedly referred to these features as features  
27 during communications between the parties; and
- 28  
29 – BellSouth characteristically referred to and charged for these things  
30 as features under the UNE regime.

31 **Q: And the next excuse?**

32 A. The next approach was to claim that the promotion was not honored in  
33 situations where the only things ordered were basic local service plus the TouchStar

1 Blocking features. Ms. Seagle conferred with Elizabeth Stockdale, a retail manager  
2 on the team, on this issue:

3 After I got into validating dPi and realized that these blocks were on  
4 here, I did call Elizabeth Stockdale and said can you run this one  
5 down, it's BCR, BRD, HBG. Find out what happens when people  
6 order those blocks on their -- with basic local service and that's it.  
7 She came back to me and said we do not honor that. (Seagle depo  
8 53).

9 While several months went into evaluating the winback/reacquisition "defense,"  
10 almost none went into evaluating the "TouchStar Blocking Features don't count"  
11 defense:

12 Q. Okay. How long did it take Elizabeth Stockdale's people or  
13 Elizabeth Stockdale to get back to you with the information that you  
14 wanted from her?

15  
16 \*\*\*

17 A. Okay. Reacquisition was a couple of months of meetings. There  
18 was a lot of other issues being discussed, like secondary service or  
19 FR, but it was at least a couple months before we could come to any  
20 conclusion, then of course they changed it.

21  
22 With the block -- with the blocks I want to say I don't have perfect  
23 recall here, but I want to say the next day, within a day or two.

24  
25 Q. So a very short turnaround compared to --

26  
27 A. Yes. (Seagle depo at 55).  
28

29 Note that the same information that would have been necessary to verify what  
30 BellSouth was doing for its own customers -- taking basic service plus the TouchStar  
31 Blocking Features -- is the same information that BellSouth resisted producing in  
32 Florida and Louisiana for months on the grounds that it was too labor and time

1 intensive to recover and evaluate. The conclusion to be drawn here is obvious: no  
2 real evaluation was done here, someone just made a snap decision to use this as the  
3 reason, as it sounded rational and defensible.

4 And in support of this interpretation, you have Ms. Tipton saying things like  
5 it makes no sense for BellSouth to extend the promotion to those of its end users who  
6 take features which incur no additional charges. *See e.g.*, Ms. Tipton's testimony at  
7 17. Such contentions are laughable: the whole purpose behind the promotion is to  
8 build (or rebuild) BellSouth's market share. The drive is to get as many paying  
9 customers as they can. Waiving the sign up charge is a common method of getting  
10 new customers, used not just by telephone companies but all sorts of other businesses  
11 – like Gold's Gym, for instance.

12 The reality, of course, is that BellSouth's own records demonstrate that it did,  
13 and continued to, repeatedly and systematically waive the Line Connection Charge  
14 to its own retail customers taking just basic service plus the TouchStar Blocking  
15 Features. As mentioned above, an analysis of the data BellSouth provided is attached  
16 as dPi Exhibit 7 and is also discussed in Steven Tepera's testimony.

17 Note also that BellSouth relies heavily on the fact that the North Carolina  
18 Utilities Commission initially decided that dPi was not entitled to the LCCW credit  
19 because the North Carolina Utilities Commission found that BellSouth did not  
20 actually provide the credit to its end users with identical orders as dPi's customers.  
21 The North Carolina Commission's decision was, however, founded upon Ms.  
22 Titpon's testimony that the BellSouth did not waive the Line Connection Charge for



1 its end users taking basic service plus the TouchStar Blocking Features, which the  
2 North Carolina Commission found to be “dispositive.” Now that BellSouth’s own  
3 ordering information (acquired after the North Carolina hearing) has demonstrated  
4 the errors in that testimony, the North Carolina Commission is deliberating over  
5 whether to re-open the case.

6 **Q: What’s the latest excuse?**

7 A. The latest excuse appear to be that if *dPi’s customers* don’t specifically  
8 request the blocks *from dPi* (like BellSouth end users would supposedly do when  
9 ordering from BellSouth), then BellSouth is not required to extend the promotion to  
10 dPi. This position is simply a trap to confuse the unwary and the poorly informed.

11 BellSouth cannot legally impose these restrictions on a CLEC’s ability to  
12 resell these services at the wholesale discount. Under the law, whatever retail offers

1 BellSouth makes to its customers, it must make available to CLECs.<sup>1</sup> If a retail  
2 customer can obtain service a certain way from BellSouth for a certain price, the  
3 CLEC obtaining the same service the same way to resell is entitled to the same price,  
4 less the avoided cost discount. For BellSouth, CLECs are the end user; CLEC  
5 customers are unrelated third parties.

6 BellSouth's contention that it can require additional requirements is  
7 extrapolated from a single footnote to a chart in the ICA, which provides that "Where  
8 available for resale, promotions will be made available only to End Users who would

---

<sup>1</sup> 47 U.S.C. § 251(c)(4)(A). ILECs have the duty to "offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers."

47 U.S.C. § 251(c)(4)(B). ILECS have a duty not to "prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service."

47 C.F.R. § 51.613(a)(2). "The following types of restrictions on resale may be imposed: Short term promotions. An incumbent LEC shall apply the wholesale discount to the ordinary rate for a retail service rather than a special promotional rate only if:

- (i) Such promotions involve rates that will be in effect for no more than 90 days; and
- (ii) The incumbent LEC does not use such promotional offerings to evade the wholesale rate obligation, for example by making available a sequential series of 90-day promotional rates."

[The FCC] therefore "establish[ed] a *presumption* that promotional prices offered for a period of 90 days or less need not be offered at a discount to resellers. Promotional offerings greater than 90 days in duration must be offered for resale at wholesale rates pursuant to section 251(c)(4)(A)." Local Competition Order ¶ 950; *see also* 47 C.F.R. § 51.613(a)(2). *BellSouth Telecommunications, Inc. v. Sanford*, 494 F.3d 439, 446 (C.A.4 (N.C.), 2007).

"The NC Commission then concluded that that point would be 90 days, the same period specified by the FCC in its regulations and in its Local Competition Order. *See* 47 C.F.R. § 51.613(a)(2); Local Competition Order ¶ 950 ("We therefore establish a presumption that promotional prices offered for a period of 90 days or less need not be offered at a discount to resellers. Promotional offerings greater than 90 days in duration must be offered for resale at wholesale rates pursuant to §251(c)(4)(A)"). *BellSouth Telecommunications, Inc. v. Sanford*, 494 F.3d 439, 452 - 453 (C.A.4 (N.C.), 2007)

1 have qualified for the promotion had it been provided by BellSouth directly.” The  
2 best interpretation of this footnote is that the only resale orders that will qualify for  
3 promotional pricing are those that would qualify for promotional pricing had they  
4 been made by a BellSouth end user directly. Interpreting this footnote in the way now  
5 suggested by BellSouth – as conditioning dPi’s eligibility for the promotions upon  
6 a verification of *dPi’s relations with third parties* (e.g., whether dPi’s customers  
7 specifically request the TouchStar Blocking Features by name, and whether dPi  
8 passes on all or some of the promotional savings to its customers) – both violates the  
9 law, and contradicts the overarching general provisions of the contract, such as the  
10 Resale Attachment’s General Provision section 3.1:

11 ...Subject to effective and applicable FCC and Commission rules and orders,  
12 ***BellSouth shall make available to DPI for resale those telecommunications***  
13 ***services BellSouth makes available...to customers*** who are not  
14 telecommunications carriers.

15  
16 **Q: Does this conclude your testimony?**

17 **A.** Yes – for now. But I reserve the right to supplement or amend it at hearing.

## **EXHIBIT 8**

1 THE NORTH CAROLINA UTILITIES COMMISSION

2 In the Matter of:

3 Complaint of dPi )  
 Teleconnect, LLC )  
 4 Against BellSouth )  
 Telecommunications, Inc.) Docket No.  
 5 Regarding Credit for ) P-55, Sub 1577  
 Resale of Services )  
 6 Subject to Promotional )  
 Discounts )  
 7 ~~~~~

8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

DEPOSITION OF  
 KRISTY SEAGLE

10:14 a.m.  
 February 24, 2006

675 West Peachtree Street  
 Atlanta, Georgia

Valerie N. Almand, CCR-B-531,  
 RPR, CRR

dPi  
 AL-7

1                    APPEARANCES OF COUNSEL  
2                    On behalf of the Plaintiff:  
3                    ANDREW D. SHORE, Esquire  
4                    BellSouth Corporation  
5                    Suite 4300  
6                    675 West Peachtree Street  
7                    Atlanta, Georgia 30375  
8                    404.335.0714  
9                    404.614.4054 (facsimile)  
10                    andrew.shore@bellsouth.com  
11                    On behalf of the Defendant:  
12                    CHRISTOPHER MALISH, Esquire  
13                    Foster Malish & Blair, L.L.P.  
14                    1403 West Sixth Street  
15                    Austin, Texas 78703  
16                    512.476.8591  
17                    512.477.8657 (facsimile)  
18                    chrismalish@fostermalish.com  
19                    Also Present: Brian A. Bolinger  
20                    Vice President Legal Affairs  
21                    DPi Teleconnect  
22                    Pam Tipton  
23  
24  
25

February 24, 2006  
10:14 a.m.)

2

3

[!WITNESS],

4

having been duly sworn, testified as

5

follows:

6

Q. (By Mr. Malish) Ms. Segal, my name

7

is Chris Malish, I'm a lawyer, I represent

8

dPi and this is Brian Bolinger, he's a

9

employee of dPi's. Have you ever given a

10

deposition before?

11

A. No.

12

Q. This is your very first one?

13

A. Yes.

14

Q. Well, I won't be as mean to you then

15

as I was to --

16

A. Thank you.

17

Q. -- Ms. Tipton. I'm allowed to be

18

mean to her because it's her job. Anyway, if

19

I start to get mean we'll you can tell me and

20

we'll take a break.

21

MR. SHORE: I'll tell him.

22

Q. Let me try to go over -- I'm sure

23

that Andrew, he should have gone over the

24

ground rules with you but I'll go over them

25

with you anyway and that way we're both on

4

1

the same page.

2

Valerie is writing down everything

3

that the two of us say, so one of the first

4 things that we try to make sure that  
5 everybody abides by is that I won't speak  
6 while you're speaking if you won't speak  
7 while I'm speaking, and we had a big problem  
8 yesterday with one of my witnesses who just  
9 couldn't do that, so Andrew would pause  
10 before adding the last two or three words of  
11 his question and already my guy would be  
12 answering, so I will try to wait for you to  
13 say everything that you want to say before I  
14 start talking again if you'll try to do the  
15 same for me. Is that fair?

16 A. That's fair.

17 Q. If you ever need to take a break for  
18 whatever reason we can do that, you just need  
19 to let us know because this is not supposed  
20 to be a Gestapo type interrogation, it's just  
21 a -- supposed to be more civil than that.

22 So if we need to take a break, just  
23 let me know and you can and you can go and  
24 visit with your attorney or go make a phone  
25 call or do whatever you want to do.

5

1 The only exception to that rule is  
2 that we can't take a break while a question  
3 is up in the air, okay.

4 A. Okay.

5 Q. What else? It may happen during the  
6 course of our dialogue that I may say



7 objection, responsiveness and your attorney  
8 may say okay, BellSouth's attorney may say  
9 objection to form or some other objection,  
10 and if we do that it's not because you've  
11 done anything wrong, okay, it's just  
12 something that we have to preserve for the  
13 record later on in case -- because we may  
14 have seen a problem or thought we saw a  
15 problem and so that's something to preserve  
16 for us to deal with later.

17           And if that happens wait for  
18 whoever's talking to finish, as usual, and  
19 then unless Andrew instructs you not to  
20 answer then please go ahead and try and do  
21 so. Okay?

22           A. Okay.

23           Q. It's going to happen during the  
24 course of this proceeding that I'm going to  
25 ask you something that just doesn't make

6

1 sense, and if I do that let me know or tell  
2 me why it doesn't make sense, whatever, and  
3 I'll try to reask the question in a better  
4 way so that it does make sense, and that way  
5 we're both on the same page.

6           A. All right.

7           Q. Okay?

8           A. Okay.

9 Q. All right. What else, what else,  
10 what else? Oh, this isn't being videotaped  
11 so it's important that if you have an answer  
12 to my question that you say yes or no as  
13 opposed to just a nod or a shake, because  
14 that doesn't necessarily make it into the  
15 record in the way that you might want it to  
16 be, so if you mean no, say no.

17 Also, uh-huh or huh-uh doesn't come  
18 through clearly in writing what you may have  
19 meant; okay?

20 A. Okay.

21 Q. I think that's everything. You're  
22 not on any kind of medicine or anything like  
23 that that would make it hard for you to  
24 remember things in the past; right?

25 A. No.

7

1 Q. So the answers that you're giving  
2 today are going to be the best answers that  
3 you would be able to -- you're in as good  
4 physical and mental shape today as you would  
5 otherwise be on any day; right?

6 A. Yes.

7 Q. Sometimes people aren't, you know.  
8 Sometimes they're on --

9 A. Antihistamines or something.

10 Q. Something, yeah. All right. I  
11 think I talked plenty about the ground rules.

12                   You know we're here to talk about  
13 the promotional fight between BellSouth and  
14 dPi; right

15           A. Yes.

16           Q. And you were involved in that, at  
17 least in some way; right?

18           A. I looked at the credit request, yes.

19           Q. Okay. What is your job with  
20 BellSouth?

21           A. I'm a product manager in  
22 interconnection services.

23           Q. What does that mean? If you had to  
24 describe what you do to like an 8th grader,  
25 what would you say it is that you actually

8

1 do?

2           A. I manage several different products.  
3 The primary one that involves this testimony  
4 is resale, and basically my job is to make  
5 sure that what retail offers their customers  
6 that is a Telecommunications service we also  
7 offer our customers on the wholesale side of  
8 the house.

9           Q. Okay. And so when you were using  
10 the word they, you were referring to  
11 BellSouth retail?

12           A. What BellSouth retail offers, we on  
13 the wholesale side of the house offer our

14 resale customers.

15 Q. Okay. How long have you been in  
16 that job?

17 A. A little over four years. I've been  
18 a product manager for a little over four  
19 years. I was -- but I've only been on the  
20 resale product management side for, it's  
21 almost two years now.

22 Q. And what product manager -- what  
23 kind of product manager were you before?

24 A. Daily usage files, DUF, ODUF, ADUF.  
25 I don't know if you're familiar with those.

9

1 Q. Sure.

2 A. And I helped out with some of UNE-P  
3 product development.

4 Q. That's where I'm most familiar with  
5 the DUF files was in the UNE context.

6 A. Uh-huh.

7 Q. It doesn't apply in resale, though.

8 A. We do have ODUF files for resale.

9 Q. And where do you fit in with regards  
10 to promotions and promotion credit  
11 application and so forth?

12 A. As the resale product manager my  
13 responsibility is to look at what promotions  
14 are available to our resale customers, review  
15 those, look at the qualifications that are  
16 set out in the tariff and speak with the

17 retail side of the house to determine what  
18 that promotion is in practice, and then offer  
19 that to our resale CLECs.

20 Q. Do you have any experience working  
21 on the retail side at all?

22 A. Yes.

23 Q. Okay. Can you tell me what that is  
24 and when it happened or when it -- when you  
25 worked there and what you did and when you

10

1 were on that side of the house?

2 A. I started working for BellSouth in  
3 1998, and I was hired as a small business  
4 service representative in the incoming call  
5 center, and I worked there for a year before  
6 I went into interconnection services.

7 Q. Will you tell me how the promotion  
8 system or the promotion credit application  
9 system works, I'm calling it a system, that's  
10 just my word, but the process, how it works  
11 from sort of start to finish for a reseller?

12 A. From the reseller perspective?

13 Q. From -- I want more like a global  
14 perspective, but we can do it from reseller  
15 and then if it's different from BellSouth  
16 then we can look at it from both sides.

17 A. Okay. The resale CLEC will look at  
18 their end user accounts and determine which

19 of their accounts fall within the  
20 qualifications of the promotion set out in  
21 the tariff, and then they fill out a  
22 spreadsheet of end user account numbers and  
23 the date of the service order for that end  
24 user account that they're saying that service  
25 order matches this promotion.

11

1 And we also ask sometimes for the  
2 end user telephone number if it's different  
3 from the one they're applying for and the  
4 previous end user service address and the  
5 amount that was on the bill and the amount  
6 that they are requesting credit for. So they  
7 do that for every end user telephone account  
8 number that they feel qualifies for the  
9 promotion.

10 They send that in to my department  
11 through e-mail. The system has changed very  
12 recently so that there is a mailbox that they  
13 can send those promotions directly to instead  
14 of just my mailbox or Keith Deason's's  
15 mailbox. It's a little more streamlined for  
16 the reseller and for BellSouth.

17 Then their entry, just say for that  
18 months, for that promotion, for that queue  
19 account, goes into our system, our hopper,  
20 and as we get to those accounts, you know,  
21 whoever sends them in first is the one we

22 check.

23 And as we get to that account we  
24 pull out that spreadsheet and then we count  
25 how many end user telephone number accounts

12

1 have been submitted, and then we validate a  
2 certain percentage of those end user account  
3 numbers, and the way we do that is we go to  
4 BOCRIS, that's our service order system.

5 MR. SHORE: You may need to till the  
6 court reporter how you spell that.

7 THE WITNESS: All caps B-O-C-R-I-S.  
8 And I'm sorry, I don't know what that  
9 stands for. There's so many acronyms.

10 A. But we go to BOCRIS or to MOBI, MOBI  
11 is MOBI in all caps, and we look up the  
12 original service order that was listed on  
13 here, and say it's for May 10th. We go to  
14 that service order on May 10th and we say for  
15 that service order did it meet the  
16 qualifications for the promotion for which  
17 they are applying, and then if it did it's a  
18 yes, if it didn't it's a no. And we go  
19 through and validate a certain percentage of  
20 every spreadsheet that's sent in.

21 And then -- do you want me to  
22 continue?

23 Q. Sure.

24           A.  Whatever, like, you know, if we  
25  validated 10 and five were correct and five

13

1  were incorrect and they requested \$1,000,  
2  they would get \$500 back.  They'd get 50  
3  percent of what we validated back.

4           MR. MALISH:  Go ahead.

5           MR. SHORE:  I don't want to  
6  interrupt, it's your deposition.

7           MR. MALISH:  I don't care.  I'm not  
8  going to object if you have a --

9           MR. SHORE:  I thought that last  
10 sentence to me was a little bit  
11 confusing, but again, I don't have an  
12 objection.  I don't want to interrupt.

13          THE WITNESS:  I'll be glad to clear  
14 up anything.

15          Q.  It sounded fine to me.  Bowl bowl  
16 her last sentence Christy just said?

17          MR. SHORE:  Yeah.

18          Q.  How long has that system been in  
19 place?

20          A.  The validation system?

21          Q.  Uh-huh.  Well, the system that you  
22 just described.

23          A.  March 2005.

24          Q.  And what system was there before  
25 that?



1           A. The first part of it was basically  
2 the same with the CLEC filling in the  
3 spreadsheets for their end user accounts.  
4 However, at that point -- at that time we did  
5 not validate, prior to October 2004 we did  
6 not look at end user accounts and validate.  
7 We just assumed that if they were sending  
8 them in -- we did check to see that they were  
9 customers, you know, like if it was a CLEC  
10 turning it in that we made sure it was their  
11 customer, but we assumed that what they  
12 turned in was correct, so we didn't go into  
13 the systems to look at the service order to  
14 make sure. We just said okay, it's this  
15 CLEC's customer.

16           Q. So there was a certain amount of  
17 validate but you didn't vet the whole thing  
18 the way you do now.

19           A. We only made sure that it was the  
20 correct CLEC.

21           Q. Okay. And how long was that system  
22 or process in effect that way?

23           A. When I took over the job in April of  
24 2004, that was the system. I don't know how  
25 long it had been prior to that.

1           Q.  When you worked on the retail side  
2  of the house, when you were signing people  
3  up, I guess, over the phone -- is that what  
4  you were doing?  Signing people up over the  
5  phone?

6           A.  For telephone service, yes.

7           Q.  Yeah.  I just wanted to make sure I  
8  didn't -- I was assuming something and it  
9  turns out to be true, but you'd be surprised  
10 how many times I get it wrong.

11           The way I understand it from talking  
12 to other people at BellSouth is that when  
13 somebody calls up to a call center and talks  
14 to somebody who does a job which I think is  
15 similar to what you were doing before, you're  
16 able to tell -- find out what they want and  
17 steer them towards one product or another, or  
18 we have a good deal on -- we have a good deal  
19 on such and such or we have, you know, two  
20 features for free if you get whatever.  
21 There's promotions.  And I'm assuming there's  
22 always one promotion or another in effect at  
23 any given time, more or less.  Is that a fair  
24 statement?  There's always some kind of  
25 promotion going on.

1 MR. SHORE: Are you asking her now or  
2 back when she was doing this job?

3 Q. I'm asking about back when you were  
4 doing it.

5 A. No, there really weren't that many  
6 promotions. When I was doing it back in 1998  
7 like Com meet Choice was the big deal, so  
8 there weren't a lot of promotions. We were  
9 just selling complete Choice.

10 Q. Okay. That's like a discount  
11 package when you buy a bunch of things  
12 together.

13 A. It's more of a billing package, yes.  
14 That's what it is, really, it's a USOC that  
15 you put on an account that says you get all  
16 these features for free and your basic line  
17 costs this much.

18 Q. Right. But the idea behind that is  
19 that it's -- by purchasing it that way you  
20 pay less than if you took each one of those  
21 things a la carte.

22 A. Yes.

23 Q. And if somebody called you up and  
24 said I want X, Y and Z, then you would tell  
25 them well, you know, if you get -- I can give

17

1 you X, Y and Z if you want it, but I can also  
2 give you this intelechoice, whatever --

3 A. Complete Choice.

4 Q. Sorry, where you will get X, Y and Z  
5 plus A, B, C and D all for slightly more or  
6 slightly less than you were wanting to pay  
7 for these things a la carte. You would tell  
8 them that; right?

9 A. Yes.

10 Q. And it would make sense from a  
11 business perspective to do that and they  
12 would sign up and take it; right?

13 A. Some would.

14 Q. Some would, right. But if they did  
15 take it, their bill would sort of flow  
16 through and they would automatically get the  
17 good price.

18 A. Yes.

19 Q. They didn't have --

20 A. Well, I as the rep have to put the  
21 USOCs on the order in order for it to flow  
22 through. It's not just automatic. I have to  
23 put the USOCs on the order.

24 Q. This' a code, though, that you put  
25 in and that makes it automatic. In other

18

1 words, the customer doesn't have to come back  
2 at the end of the month and make an  
3 application for, hey, you told me that this  
4 was going to be, you know, ABCDXYZ all for,  
5 you know, 10 dollars less than I would have

6 paid a la carte. Why am I being charged too  
7 much? I need to have money back. Right? It  
8 would all work automatically and they would  
9 get the correct price.

10 A. Yes. Once I put the USOC on the  
11 order.

12 Q. Why does that not happen for  
13 resellers?

14 MR. MALISH: Object to the form.

15 You can answer it.

16 Q. Do you understand my question?

17 A. Why -- well, no. Could you rephrase  
18 it, please?

19 Q. A BellSouth retail customer doesn't  
20 have to go through a rigmarole to get the  
21 benefit of the promotion. It's automatically  
22 put in place on its bill. Would you agree  
23 with that?

24 A. I would say that a BellSouth end  
25 user has to call the service center and has

19

1 to talk to a rep and the rep has to put it in  
2 the system, if that's rigmarole.

3 Q. No, no, no. The rigmarole, what I'm  
4 calling a rigmarole is what happens to the  
5 reseller, which, you know, they put an order  
6 through, they're coding in USOCs too; aren't  
7 they? When they put a --

8 A. I don't know.

9 Q. You don't know how it works?

10 A. I don't know how it works.

11 Q. If you will assume with me that

12 when -- do you understand that they place

13 orders electronically?

14 A. Yes, yes, on an LSR?

15 Q. Yes.

16 A. Okay.

17 Q. In other words, although they, I

18 suppose in theory could call a BellSouth

19 customer rep and have the BellSouth customer

20 rep type things in, the way it actually works

21 in almost 100 percent of the cases is that

22 the CLEC reseller types an order in and it

23 flows through the system electronically.

24 A. Okay.

25 Q. Do you understand that that's how it

20

1 works?

2 A. Yes, yes.

3 Q. Okay. And, again, that

4 automatically generates a bill based on what

5 they've ordered.

6 A. Yes.

7 Q. However, the difference between a

8 BellSouth retail customer's bill and the

9 reseller's customer's bill, or the reseller's

10 bill, is that the BellSouth retail customer

11 automatically has the promotion showing up on  
12 their bill and they get the savings  
13 automatically.

14 A. Once they've been screened, yes.

15 Q. All right. What I'm talking about,  
16 what I'm calling the rigmarole is this  
17 process where they have to get their bill and  
18 they have to go through it and figure out  
19 what are the parts that -- what are the  
20 promotions that they're eligible for, how  
21 they have to present the information, what  
22 they have to do to vet their information to  
23 resubmit the data back to BellSouth. That's  
24 what I'm calling the rigmarole.

25 A. Okay.

21

1 Q. Does that make sense?

2 MR. MALISH: Object on be.

3 A. .

4 Q. Do you understand what I'm talking  
5 about?

6 A. Yes, I do understand what you're  
7 talking about (object to the form).

8 Q. And my question is why do they have  
9 to go through that rigmarole, as opposed to  
10 just having the bill be generated  
11 automatically with the correct charges by  
12 BellSouth?

13 MR. MALISH: Object to the form. I  
14 think there's not a foundation. I think  
15 you need to ask her if she knows if  
16 there's a reason why there's a  
17 difference, preface that question. But  
18 you can answer if you can, Ms. Segal.

19 A. Do I know why there's a difference?  
20 I can only -- no.

21 Can you rephrase that again, please?  
22 I'm confused.

23 Q. Why does the reseller have to go  
24 through these onerous extra steps in order to  
25 get the correct pricing?

22

1 MR. MALISH: Object to the form and  
2 the characterization.

3 Q. All right. And a retail customer  
4 doesn't have to do that?

5 A. We don't -- me as a resale product  
6 manager that's going to look at those end  
7 user account numbers, I don't have direct  
8 contact with a reseller's end user. Only the  
9 resale CLEC has contact with that end user  
10 and they're the only ones that can determine  
11 whether or not that account qualifies for  
12 that promotion, so that -- I'm not sure I  
13 answered your question.

14 Q. Well, maybe it's as simple as this:  
15 When you were -- why is there not a USOC that



16 the reseller, reselling CLEC, can enter on  
17 the order in order to have it automatically  
18 generate a correct bill?

19 MR. MALISH: Again, object to the  
20 form.

21 You can answer, if you know.

22 A. I don't know.

23 Q. Who else is there in your department  
24 besides yourself?

25 A. My manager is Jim Maziarz.

23

1 Q. Okay.

2 A. And we've recently hired a  
3 promotions credit manager, Keith Deason. My  
4 director is Ad, A-D, Allen.

5 Q. So maybe we should spell Jim  
6 Maziarz's last name.

7 A. M-A-Z-I-A-R-Z.

8 Q. And he's above you in the chain of  
9 command.

10 A. Yes.

11 Q. And Ad --

12 A. Advernall is her name, it's  
13 A-D-V-E-R-N-A-L-L, and Allen is A-L-L-E-N.

14 Q. Okay. And AD is also above new the  
15 chain of command; is that true?

16 A. Yes.

17 Q. And Keith Deason works for you under

18 you.

19 A. Yes.

20 Q. All right. And was there somebody  
21 else as well? That's it?

22 A. No, that's it.

23 Q. In all of BellSouth those are the  
24 only people that would be working on  
25 promotions for resellers?

24

1 A. There's some LCSC reps that validate  
2 the orders for us. There's about five reps  
3 in the center that look at the end user phone  
4 numbers and look them up in MOBI.

5 Q. Those are basically data processing  
6 people, I'm assuming.

7 A. They're service reps for  
8 interconnection.

9 Q. But they look for things to validate  
10 based on what someone in your position tells  
11 them to look for.

12 A. Yes, yes. I tell them what to look  
13 for.

14 Q. And Jim Maziarz, does he have other  
15 responsibilities besides promotion credits  
16 for resellers?

17 A. Yes.

18 Q. Many other responsibilities?

19 A. He's UNE-P portfolio manager.

20 Q. So how much would you say of his job

21 is focused on reselling -- reseller  
22 promotions, overseeing that kind of thing,  
23 percentagewise?

24 A. Very small percent.

25 Q. And do you mean --

25

1 A. Like 5 percent of his time, maybe,  
2 is spent.

3 Q. So it's not his primary  
4 responsibility.

5 A. No.

6 Q. That's kind of what I'm getting to.

7 A. No.

8 Q. Can you give me a similar percentage  
9 for AD Allen?

10 A. She's a director. A small  
11 percentage. It's definitely not her main  
12 job.

13 Q. Okay. Is she above Jim?

14 A. Yes.

15 Q. Okay. So she's probably going to  
16 have even less than a percentage than Jim.

17 A. Probably.

18 MR. SHORE: Object to the form.

19 Q. And you understand when I ask that  
20 question that I'm talking about how much of  
21 her time is spent looking at this particular  
22 kind of problem, these promotion reseller

23 promotion credits, as opposed to Jim's, the  
24 amount of time that Jim would spend.

25 A. Actually, I've worked more with Ad

26

1 than Jim. It's been -- we've worked hard to  
2 establish the verification process and to  
3 clarify what happens on retail and what  
4 happens on resale, so Ad really has been  
5 involved in a lot more conference calls and  
6 meetings than Jim has.

7 Q. But when there's a problem or  
8 there's a -- when they need to know something  
9 about it, they come to you to find out  
10 what --

11 A. Yes.

12 Q. So you're basically the resource for  
13 them.

14 A. Yes.

15 Q. As opposed to them being a resource  
16 for you.

17 MR. SHORE: Object to the form. A  
18 problem about what? I don't even know  
19 what the question is.

20 MR. MALISH: That's okay.

21 MR. SHORE: Do you know what he's  
22 talking about, Ms. Segal? Do you  
23 understand the question? If you do you  
24 can answer it.

25 THE WITNESS: I believe he's saying

1           if a problem occurs in resale product  
2           manager they come to me to find out the  
3           details as opposed to me going to them  
4           to find out the details.

5           Q.   Exactly.

6           A.   Is that basically what you mean?

7           Q.   Yes, ma'am.

8           A.   Yes.  They are very much a resource  
9           for me, though.

10          Q.   They're more big picture and you  
11          have a problem and you say this is what the  
12          problem is, how do you want me to -- which of  
13          these options do you want me to exercise to  
14          try to fix it, or something like that.

15          A.   Yes.

16          Q.   All right.  So you would tend to be  
17          the go to person within BellSouth if somebody  
18          had a question or a problem or needed to know  
19          more about the -- how the reseller promotion  
20          system works.

21          MR. SHORE: Object to the form.

22          A.   Myself or Keith Deason.  Keith is  
23          working hard to catch up with that and get  
24          the process, he's doing a good job.

25          Q.   Okay.  But it would be you or Keith

1 Deason.

2 A. Right.

3 Q. And Keith Deason is the person that  
4 you hired recently to help.

5 A. Right.

6 Q. I went through this whole exercise  
7 because I want to make sure that -- it may be  
8 that no one has perfect knowledge in  
9 BellSouth about how this works or how it's  
10 supposed to work, but you are the one with  
11 the most perfect knowledge.

12 MR. SHORE: Object to the form.

13 Q. Is that a fair statement?

14 MR. SHORE: What is this? Are you  
15 talking about the validation process?

16 MR. MALISH: Yeah.

17 A. Yes.

18 Q. And you understood that that that's  
19 what I was talking about; right?

20 A. What I'm hearing you ask me, am I  
21 the person that hospital the most knowledge  
22 right now about what goes on with resale  
23 promotions and other, and the answer to that  
24 would be yes.

25 Q. Was there somebody before who had

1 more knowledge than you in the past two  
2 years?

3 A. More knowledge than me?

4 Q. On this subject.

5 A. About promotion crediting?

6 Q. Uh-huh.

7 A. No.

8 Q. Okay. So if I had -- earlier I  
9 asked the question -- I'm sorry.

10 A. Go ahead. I drink a lot of water.

11 Q. Earlier I asked the question, you  
12 know, why is there not a USOC or some other  
13 code similar that a reseller can enter when  
14 it's sending an order through the system in  
15 order to automatically get the benefit of  
16 whatever promotion is then currently in  
17 effect, and you said you don't know. And  
18 there's really nobody else that we could ask  
19 that would know.

20 MR. SHORE: Object to the form.

21 You've asked her about -- I mean, you're  
22 confusing the issues here and I just  
23 want to make sure that the record is  
24 very clear. You've asked her about the  
25 validation process and she's told you

1 she's the person who knows the most

2 about the validation process, but USOC  
3 and ordering, that's not her job. So  
4 there probably are people that know that  
5 or might know that, but it's getting  
6 very confusing and I don't want the  
7 witness to be confused. She does the  
8 validation process and she's the person  
9 that knows the most about it and that's  
10 clear and she can certainly answer  
11 questions about that, but she's told you  
12 she doesn't know why there's not a USOC.  
13 You can ask her who might know, I  
14 suppose.

15 Q. The answer to my question is you  
16 don't know why they can't do it with the --  
17 just by inputting some sort of code when they  
18 order.

19 A. I really don't know enough about the  
20 systems that resellers use or why there's not  
21 a USOC for that. I don't know.

22 Q. Okay. When y'all -- you were  
23 talking about the validation process.

24 A. Uh-huh.

25 Q. How you take a look at the claims

31

1 that have been submitted and then a  
2 statistical sample is taken of those and  
3 those particular claims are subject to  
4 scrutiny to see if they actually meet with



5 what y'all think that the promotion requires.

6 A. Uh-huh. (Nods head.)

7 Q. Is that done automatically by a

8 computer?

9 A. Is the validation done automatically  
10 by a -- the LCSC service reps look up the  
11 account in MOBI.

12 Q. Okay. And do you know what the  
13 thing is that they are looking at? Are they  
14 looking at a piece of --

15 A. Service order.

16 Q. Is that a piece of paper or is that  
17 a piece of electronic data?

18 A. It's electronic data. You can make  
19 a print copy of it.

20 Q. But it's primarily stored  
21 electronically.

22 A. Right.

23 Q. Do you know what kind of -- and I --  
24 I'm assuming that each order is a file, saved  
25 separately as a file. Do you know?

32

1 A. I don't know.

2 Q. Do you know if they can access  
3 orders on an order per order basis?

4 A. Yes.

5 Q. Each order is accessible separately  
6 from the others.

7 A. Yes.

8 Q. Do you believe it would be possible  
9 to create a program that would look at the  
10 data in those orders in order to be able to  
11 see if the data matches whatever the  
12 qualifying criteria are in the promotion?

13 A. Again, we're in an area that's not  
14 my expertise. That would certainly make my  
15 job easier, but I don't know. If a program  
16 can be developed to look at an order and tell  
17 if it qualifies, I don't know.

18 Q. Does it seem plausible to you that  
19 that ought to be something that could be  
20 done?

21 MR. SHORE: Object to the form.

22 She's already told you she doesn't know.

23 Q. Did you understand my question?

24 A. If it ought to be? I don't know.  
25 Really, I don't. There's people above me

33

1 that make those decisions about BellSouth  
2 systems. I work with what I've got.

3 Q. Do you have any evidence or reason  
4 to believe that it is not possible to create  
5 a data query which would look through those  
6 orders to see if they contain the various  
7 parts that BellSouth says entails an order to  
8 be treated as a promotion or as being  
9 entitled to a promotion discount?

10 A. Do I have evidence that says that  
11 that cannot be created?

12 Q. Uh-huh.

13 A. No.

14 Q. And do you have any reason to  
15 believe that it cannot be done that way?

16 A. I don't have enough knowledge -- I  
17 don't even know what Lenz -- what would  
18 happen in Lenz or where you would look or  
19 where that program would be created. I just  
20 don't have that kind of knowledge.

21 Q. Okay.

22 A. I'm on the back end here.

23 Q. Okay. So you may not be the right  
24 person to ask, but --

25 A. Right.

34

1 Q. -- you don't know of any reason why  
2 it can't be done.

3 A. I have no evidence that says it  
4 can't be done.

5 Q. Okay. And I'll be fair, and you  
6 also have no evidence why it can be done;  
7 right?

8 A. No, I don't.

9 Q. I'm not trying to trick you. I just  
10 want to find out.

11 A. No, I know.

12 Q. You've looked at the dPi case.

13 A. Yes.

14 Q. I'm assuming you're as intimately  
15 familiar with it as anyone at BellSouth is.

16 MR. SHORE: Object to the form.

17 A. Yes.

18 Q. Nobody at BellSouth is going to know  
19 more about the actual facts of the case than  
20 you; is that --

21 MR. SHORE: Object to the form.

22 Q. -- fair to say?

23 A. I don't know what other people know.  
24 I know -- I'm very close to this case.

25 Q. Okay. Do you know of anybody who's

35

1 closer?

2 A. No.

3 Q. Okay.

4 A. I've worked a lot with Pam Tipton.

5 Q. After the case was filed, though;  
6 right?

7 A. Yes.

8 Q. And a lot of what she knows she  
9 knows because you've told it to her.

10 MR. SHORE: Object to the form. I  
11 don't know what she knows, how she knows  
12 it, but if you'd like to answer you can.

13 A. We work together and she looked at  
14 the service orders.

15 Q. Back when dPi first submitted its  
16 requests for promotions or promotion  
17 treatment, promotion credits, they submitted  
18 a whole slew of requests; is that correct?

19 A. Lost Key submitted dPi and three  
20 other CLECs, eight months worth of three  
21 promotions each. Yes.

22 Q. Okay. And y'all have -- I just want  
23 to talk about dPi only and not other people.

24 A. Okay.

25 Q. They submitted initially three, and

36

1 was it later four promotions, four kinds of  
2 promotions.

3 A. I know for sure of three. There was  
4 a fourth promotion that was available and I  
5 don't remember ever seeing anything that dPi  
6 submitted on that. I don't recall.

7 Q. What do you think that -- what is  
8 that fourth one that was available?

9 A. It was five dollars off Complete  
10 Choice but it was only available -- the  
11 promotion was supposed to have ended  
12 February 2004. Retail left the notification  
13 on the website until July 2004, so I honored  
14 it through July. Anything submitted after  
15 July I would not have honored, and that would  
16 have been dPi because they submitted in

17 September 2004.

18 Q. Okay.

19 A. I just don't remember if I received  
20 any and rejected them, I don't remember.

21 Q. Okay. Of the ones that, of the  
22 promotions that dPi applied for, one of them  
23 was the line connection charge waiver.

24 A. Yes.

25 Q. And there were two others.

37

1 A. Yes.

2 Q. I think we don't have to talk about  
3 the two others because if there was some  
4 debate early on about whether they were  
5 entitled to those, I think in the end they  
6 got paid the lion's share of those that they  
7 applied for. Would you agree with me?

8 A. Yes.

9 Q. So initially we had a fight about  
10 however many hundred thousands of dollars,  
11 but as we sit here today 99 -- more than 99  
12 percent of the dollars that we're fighting  
13 about are connected with the line connection  
14 charge waiver promotion. Would you agree  
15 with that assessment?

16 A. I haven't worked out the percentage,  
17 but it's in the 90's for sure.

18 Q. Okay. Do you know when the -- well,  
19 can you go back and tell me what the other

20 two promotions were apart from the line  
21 connection charge waiver?

22 A. Yes. Secondary service order charge  
23 waiver and 1 FR plus 2 free features.

24 Q. Okay. These three -- dPi's  
25 application for promotions under each of

38

1 these three features, those were all  
2 submitted as essentially the same time?

3 A. For January 2004 through August  
4 2004, I received them approximately September  
5 9th, I think, 2004.

6 Q. Okay. Now, the secondary service  
7 charge waiver, did I call it the right thing?

8 A. Yes.

9 Q. When did that one get paid?

10 MR. SHORE: Do you mean that initial  
11 batch?

12 MR. MALISH: The initial batch.

13 A. It was on April 8th.

14 Q. April 8th of 2005?

15 A. Yes.

16 Q. Okay. And the 1 FR plus 2 free  
17 features, when did that initial batch get  
18 paid?

19 A. Same time, April 8th.

20 Q. Okay. So the time frame we're  
21 looking at is roughly September 9th when

22 y'all got it to April 8th when y'all paid it.

23 A. Yes.

24 Q. Can you explain to me why it took  
25 that long to get the credits?

39

1 A. Yes.

2 Q. Okay.

3 A. One, as I stated before, there was  
4 thousands of lines that Lost Key submitted at  
5 one time, and prior to that we had been  
6 verifying that the accounts were like a dPi  
7 account, and giving the money back.

8 Steve Watson with Lost Key called me  
9 after Hurricane I van hit in Pensacola and  
10 asked me if I would please give him --  
11 process the line connection waiver for Budget  
12 phone, so I did that, because he -- his house  
13 was destroyed, his business was destroyed, he  
14 needed that done. So I did it. And for that  
15 eight months and that promotion, all their  
16 queue accounts, it equalled something like  
17 \$865,000, and I literally went home and  
18 couldn't sleep that night because I thought  
19 that's just not right, it's almost \$1 million  
20 that we gave back in line connection waiver  
21 for eight months, and I thought this can't --  
22 the way we've been doing it can't be the  
23 right way, and that's when I stopped  
24 everything that we were doing at that point



25 from October 2004 until April 8th, 2005

40

1 nobody was credited for those promotions  
2 until dPi was credited, and that's because I  
3 stopped everything, I went to retail and I  
4 went to legal and Ad Allen and we pulled  
5 together a team, I said you've got to tell me  
6 everything you're doing over here, everything  
7 you're looking at, everything that's going on  
8 over here so I can duplicate it on the resale  
9 side, and unfortunately that's how long it  
10 took.

11 We got bogged down first with the  
12 definition of reacquisition or win-over, and  
13 we had that established finally in January of  
14 2005, and I began to process dPi orders and a  
15 correction came through from retail about how  
16 they defined reacquisition or win-over, and I  
17 basically had to go back and redo all of dPi.

18 And so April 8th was as soon as I  
19 could get it on the bill.

20 Q. Okay. I think what you were talking  
21 about there sounded to me like you were  
22 talking about line connection charge waiver.

23 A. Yes.

24 Q. What about the other two promotions?

25 A. I also -- we also had to go back and

1 determine what retail does for secondary  
2 service work charge and what resale was doing  
3 with 1 FR. Like it says 1 FR but it really  
4 means basic local service. Any basic local  
5 service on that promotion would qualify.

6 At first if it wasn't a 1 FR I was  
7 denying it, and then I thought well, all of  
8 North Carolina is basically I think a PSR for  
9 their basic local service, so I had to go  
10 back and redo all those. I just had to make  
11 sure that what they were doing on retail is  
12 what I was doing on resale.

13 So those two promotions also were  
14 involved in that process of really  
15 determining, factoring out, what are you  
16 doing here, how can I match it here.

17 Q. All right. I would appreciate it if  
18 you could take me through this process of you  
19 had -- the light came on, all right, I was  
20 going to use the word epiphany but it's  
21 better just to say the light came on for you,  
22 whatever, in September, October 2004, and  
23 y'all began to look at these things more  
24 carefully.

25 And I would like it if you could

1 talk me through that in more -- you've given  
2 me an overview now.

3 A. Okay.

4 Q. But I would appreciate it if you  
5 could talk me through that more, in a more  
6 detailed fashion, when the light came on, who  
7 you went to, who you talked to, what was  
8 said, and how things were dealt with, in as  
9 much detail as you can.

10 A. As I can recall.

11 Q. Yeah.

12 A. Okay. After I came back into work  
13 that next day and I started looking at -- I  
14 started pulling some of the end user accounts  
15 and looking at them, and it really looked  
16 like many -- and this was not dPi, this is  
17 somebody else. It really looked like many of  
18 their accounts were not -- would not qualify  
19 under what my definition for reacquisition or  
20 win-over would be.

21 So I took this information to my  
22 director, Ad Allen, and I told her what I had  
23 done, and then the next day that I had come  
24 back and started looking at these accounts  
25 more carefully, and she suggested that we

1 meet -- we pull a team together with retail  
2 and legal and herself and me to -- and also  
3 we did a marketing directive which is -- it  
4 comes from our department, I send it to a  
5 person, I can't remember her name right  
6 offhand, but I send a marketing directive  
7 saying I need a definition of reacquisition  
8 and win-over in this case.

9           It goes through interconnection  
10 services and goes to retail, and then once  
11 this marketing directive comes out they pull  
12 together the players on their team, legal,  
13 and our team, and we meet, and we did that.

14           And we had several meetings, several  
15 e-mails passing back and forth because how  
16 it's defined in the tariff, we wanted to make  
17 sure that how it's defined in the tariff is  
18 actually what happens in practice, and we're  
19 really focusing on reacquisition or win-over  
20 at that time because that was the major issue  
21 that I saw with the accounts I looked at.

22           Also at the same time we began to  
23 ask our data group if they could develop this  
24 e-mail system where it would be easier for  
25 CLECs to submit in one e-mail box and not

1 take the chance of getting lost in my e-mail  
2 box, so that was also happening at the same  
3 time. We were meeting with the data group to

4 establish the mailbox and to search out this  
5 reacquisition or win-over.

6           Okay. That brings us to January.

7 We came to the decision for reacquisition or  
8 win-over, it was defined by at that time end  
9 user telephone number, and that would mean  
10 that if I would look up this end user  
11 telephone number and it was a brand new  
12 number, it had no history on the account,  
13 that then I could say that is not a  
14 reacquisition or win-over and I could --  
15 because it has to come, in order to be a  
16 reacquisition you have to be with somebody  
17 and go to somebody else, so -- and what the  
18 decision was that it was based on end user  
19 telephone number.

20           So if I looked at that end user  
21 telephone number and it was a new number,  
22 then that would mean that it didn't come from  
23 anybody else. So that's the way I was first  
24 looking at the accounts for dPi in this case.

25           And many did not fit the

45

1 qualifications in that case, and I had gone  
2 through almost the whole eight months' worth  
3 when a flyer came out from retail advertising  
4 for reacquisition or win-over customers, it  
5 was the 1 FR plus two free features. I got a

6 call from another customer. They said this  
7 flyer should be available to everybody. I  
8 called retail, I said is it available to  
9 everybody? No, it's only available to  
10 reacquisition or win-over. How did you know  
11 if you're targeting this, how did you know?

12           It turns out that they had mailed it  
13 to the service address of end user customers  
14 who were considered available for  
15 reacquisition and winovers. That means I had  
16 to change the qualifications. It's no longer  
17 based on end user telephone number, it's now  
18 based on service address. So I did not have  
19 service addresses for those dPi customers.

20           So at that point in time I put aside  
21 reacquisition or win-over, I said it only  
22 matters if I can tell for sure that it's not  
23 reacquisition or win-over, in other words  
24 it's a dPi UNE coming to a dPi resale, that  
25 would not qualify. It's a dPi move order or

46

1 transfer order, however you want to call it,  
2 that would not qualify.

3           Those things that I could definitely  
4 tell did not fit the qualifications of  
5 reacquisition or win-over, I went with.

6           Okay, then the next step was to look  
7 at the basic local service and purchase 2  
8 features. So that was --

9 Q. Can I --

10 A. Sure.

11 Q. This is is very helpful, but I want  
12 to ask a clarifying question before we go on  
13 to the next step in the process, I want to  
14 ask a clarifying question about the --

15 A. Sure.

16 Q. -- the win-over, acquisition thing.

17 The way I -- well, first of all,  
18 your initial concern I guess when you had  
19 this flood of data or promotion request  
20 coming in, you're like -- your initial  
21 thought was that can't be right, they can't  
22 all be win-overs or reacquisitions. Is that  
23 why the red flag went off initially?

24 A. The red flag went off for me  
25 initially because the dollar amount was so

47

1 high. I just -- I guess I don't deal in  
2 those large of dollars. It just shocked me,  
3 shocked me and made me start looking at what  
4 we were doing.

5 Q. And the first thing that you looked  
6 at that you thought was incorrect or whatever  
7 was it must be that they can't be win-overs  
8 or reacquisitions.

9 MR. SHORE: Object to the form and to  
10 characterizing her testimony, I don't

11 believe accurately.

12 Ms. Segal, don't let him  
13 characterize your testimony. That's why  
14 I'm objecting. I want you to be careful  
15 that he isn't putting words in your  
16 mouth.

17 Q. Is that not what --

18 A. Could you repeat it?

19 Q. Yeah. The first thing that happened  
20 to you is you were shocked because the dollar  
21 amounts were so high.

22 A. Uh-huh.

23 Q. And the first thing, from my  
24 understanding of your testimony what you were  
25 saying was the first thing that occurred to

48

1 you must be that these are not reacquisitions  
2 or winovers and that's what you went to  
3 check.

4 MR. SHORE: Same objection.

5 Q. Is that a fair statement?

6 A. What I did was start looking at the  
7 end user accounts to verify what was going on  
8 with them, and the first thing on that  
9 particular CLEC that I noticed is that they  
10 were mostly new accounts, which would not  
11 qualify for reacquisition or win-over.

12 Q. Okay. And what were you thinking  
13 would qualify as a reacquisition or win-over?



14 Basically a conversion?

15 A. An account where I could see -- it's  
16 not always a C order, if that's what you mean  
17 by a conversion.

18 Q. Uh-huh.

19 A. If you look at the history of the  
20 account, you pull up the telephone number and  
21 you can call it up by six months' worth of  
22 service orders. And so if you look at the  
23 date, May 10th of, say, this one was  
24 submitted for, if you look back and see on  
25 May 9th it belonged to somebody else, it's

49

1 clearly a reacquisition or win-over, even if  
2 it's an N order, you can see the history of  
3 the service orders.

4 Q. That's looking only at the  
5 telephone, though, the telephone number.

6 A. Yes. That's how I pulled them up.

7 Q. And I'm assuming that the idea is  
8 you really are concerned about the customer  
9 and whether the customer is a reacquisition  
10 or win-over.

11 Let me give you an example.

12 A. Okay.

13 Q. Let's say I'm a customer of South  
14 western Bell -- BellSouth, I'm sorry. I work  
15 with both companies, they're both Bells.

16           Let's say I'm a customer of  
17 BellSouth. For whatever reason, I stop being  
18 their customer, I move to a new house, I  
19 become somebody else's customer. Then I move  
20 again to another new house. There will be a  
21 new telephone number. But I will have been a  
22 pre-existing at one time BellSouth customer  
23 coming back to BellSouth, if I choose them;  
24 right? That might be a reacquisition.  
25           Would that customer in that position

50

1 be a reacquisition?  
2           A. Yes.  
3           Q. Okay. And possibly a win-over also,  
4 because they've left whoever they were with  
5 and they didn't choose to stay with them in  
6 their new location, might be a win-over also;  
7 true?  
8           A. Reacquisition technically,  
9 reacquisition means it was with BellSouth  
10 retail, it went to somebody else and it came  
11 back to BellSouth retail. That's  
12 reacquisition.  
13           Win-over is if it's with anybody and  
14 it comes back to BellSouth -- and it comes to  
15 BellSouth, it's a win-over.  
16           Q. Okay. The point of my illustration,  
17 though, was that by looking just at the  
18 history of the phone number, that doesn't

19 necessarily tell you whether the customer is  
20 truly a win back or a win-over or  
21 reacquisition.

22 A. That's true. That's why we --

23 Q. That's why you did it differently.

24 A. Right.

25 Q. And that's where I interrupted you

51

1 when you were getting ready to tell me the  
2 next phase of the inquiry which began in  
3 January of 2005.

4 A. Yes. It was probably around  
5 February before we got the reacquisition or  
6 win-over defined clearly, and when I made the  
7 decision that we just spoke about to only  
8 look at it if it's clearly not.

9 Then we looked at the words in the  
10 tariff and it's basic local service. The  
11 minimum is basic local service plus two  
12 purchase features.

13 I again called my retail co-workers,  
14 counterparts, and I said on line connection  
15 waiver in practice what does this mean, and  
16 they said well, if they have Complete Choice  
17 they get it, if they have Preferred Pack they  
18 get the line connection waiver. The minimum  
19 is basic local service, which can be  
20 anything -- 1 FR or area calling or just some

21 sort of basic local service plan, and that  
22 you purchase two TouchStar or custom calling  
23 features. So that was the next criteria that  
24 we looked at.

25 Q. Okay. And how did that play out?

52

1 A. Could you rephrase that?

2 Q. Well, you said that's the next thing  
3 that you looked at, and so --

4 A. Oh, and that ultimately is what --  
5 how we determined credits, the appropriate  
6 credit that should be given.

7 Q. Who did you talk to in retail?

8 A. I remember the key players. I don't  
9 remember several people that went down the  
10 line, but Elizabeth Stockdale, Burt Hogeman,  
11 who's an attorney. There were several. I  
12 cannot remember their names.

13 Q. What were their jobs?

14 A. Elizabeth Stockdale basically pulled  
15 together her group of people and then she  
16 would say, you know, especially in the "reac"  
17 or win-over, go to your service reps, go to  
18 your material that you have written, find out  
19 how this works out in practice. And there  
20 were three or four people who -- that was  
21 their assignment, to find out how it worked  
22 out in practice.

23 Q. And did you explain to her what you

24 were doing and why you needed to know?

25 A. Yes.

53

1 Q. Okay. And generally what did you  
2 say to her?

3 A. I said that we have CLEC customers  
4 who are applying for line connection waiver  
5 promotion and I am initiating, implementing  
6 validation process. I want to make sure that  
7 what we do on this side of the house is a  
8 mirror for what you do on your side, so we  
9 have to be, it's the law. We have to be  
10 mirroring each other.

11 Q. Did you ask or did you tell them  
12 that you've got people that are applying for  
13 this line connection charge waiver that only  
14 have basic service and these two blocks?

15 A. After I got into validating dPi and  
16 realized that these blocks were on here, I  
17 did call Elizabeth Stockdale and said can you  
18 run this one down, it's BCR, BRD, HBG. Find  
19 out what happens when people order those  
20 blocks on their -- with basic local service  
21 and that's it. She came back to me and said  
22 we do not honor that.

23 Q. Did she say -- can you recall for me  
24 her exact words?

25 A. No.

1 Q. Did she say we don't honor that or  
2 she may have said something like we don't do  
3 that, or that doesn't happen or anything like  
4 that?

5 A. I really can't recall her exact  
6 words. I questioned her repeatedly, if  
7 they're ordering only basic local service and  
8 blocks and CREX, do you know? She went to  
9 the tariff. It has to be purchased features,  
10 that's the only ones we count, and there's no  
11 charge for those.

12 Q. Did you ask her if BellSouth  
13 customers actually order basic service with  
14 those blocks?

15 A. No.

16 Q. Do you know if BellSouth retail  
17 customers do that? Have you seen any  
18 instance where it's happened?

19 A. When I was in small business I had  
20 customers order those blocks, especially for  
21 a business phone, you don't want somebody  
22 picking it up and do star 69, that feature to  
23 be blocked.

24 Q. Right. But that was in -- that's  
25 only in small business that you have that

1 experience in; right?

2 A. Yes.

3 Q. That wasn't in residential.

4 A. I've never worked in consumer.

5 Q. Okay. How long did it take

6 Elizabeth Stockdale's people or Elizabeth

7 Stockdale to get back to you with the

8 information that you wanted from her?

9 A. On which question, the reacquisition  
10 or the blocks?

11 Q. Well, let's do both.

12 A. Okay. Reacquisition was a couple of  
13 months of meetings. There was a lot of other  
14 issues being discussed, like secondary  
15 service or FR, but it was at least a couple  
16 months before we could come to any  
17 conclusion, then of course they changed it.

18 With the block -- with the blocks I  
19 want to say I don't have perfect recall here,  
20 but I want to say the next day, within a day  
21 or two.

22 Q. So a very short turnaround compared  
23 to --

24 A. Yes. .

25 Q. I had made a note to myself when you

3 April 8th. I did process some of the  
4 secondary service order charges in December.

5 Q. What about -- well, the way I  
6 understand it is that prior to the April  
7 payment, do you recall what the April payment  
8 was for dPi roughly?

9 A. Dollars and cents?

10 Q. Uh-huh.

11 A. No, sir. No.

12 Q. Does approximately \$250,000 sound in  
13 the ballpark?

14 A. For all states?

15 Q. Yes.

16 A. All queue accounts?

17 Q. Yes.

18 A. All promotions?

19 Q. Yes.

20 A. In the ballpark, yes.

21 Q. Give or take 50,000?

22 A. I really don't have recall of that  
23 number.

24 Q. Okay.

25 A. I'm trying to pull it back because I

58

1 have some things written down and I'm trying  
2 to pull it back that way. It seems like it  
3 was around \$250,000.

4 Q. And that -- I don't know the number



5 either, but we're going to say it's ballpark  
6 250,000. That was paid, and again, sort of  
7 BellSouth wide, not just one state, but those  
8 were payments just for the secondary service  
9 charge waiver and the 1 FR plus two free  
10 features; right?

11 A. No.

12 Q. Well, there may have been some  
13 amount paid for line connection charge  
14 waiver, but that was a small amount.

15 MR. SHORE: Object to the form.

16 A. No. On April 8th we paid through --  
17 in North Carolina we paid through January of  
18 2005 on line connection waiver. We paid all  
19 of 2004 in the rest of the states.

20 Q. Okay.

21 A. On the April 8th bill. Bowl bowl  
22 take a break for a minute.

23 MR. MALISH: Yeah, I think we're  
24 ships passing in the night. Can we take  
25 a break for a second?

1 (A recess was taken from 11:24 a.m.  
2 to 11:33 a.m.).

3 Q. Ms. Segal, I've -- what is that?  
4 Tip tip it's the air.

5 MR. SHORE: Either that or a plane is  
6 landing.

7 Q. Back on the record. Ms. Segal, I've

1 were talking to ask why it took so long, and  
2 I'm calling -- basically I understand it to  
3 have taken October, November, December,  
4 January at least, maybe part of February, on  
5 this very -- what seems like a basic question  
6 to me, what are we going to call a win-over  
7 and what are we going to call win back. Why  
8 did it take that many months?

9 A. It took several weeks to get all the  
10 key players together at the right time. It  
11 was several weeks of research and coming back  
12 and more questions would come up. It just  
13 took that long.

14 Q. Now, on the secondary service charge  
15 waiver promotion, is that applicable only to  
16 reacquisitions or win backs?

17 A. No.

18 Q. Why did that take so long to get  
19 paid off?

20 A. Paid off?

21 Q. Or --

22 A. Well, I just --

23 Q. -- processed or whatever you want to  
24 call it.

25 A. It was -- I could have done those --

1 I did do, actually, some of them on the  
2 December bill. I did. Not all of those were

8 given you a printout of, at least a portion  
9 of it, and the only reason I gave you that is  
10 to see if it would help refresh your  
11 recollection about the numbers that were paid  
12 to dPi in connection with these promotion  
13 credit requests in April of 2005. (Portion  
14 of an e-mail) you've seen that before?

15 A. Yes.

16 Q. Do those numbers look about right?

17 A. Yes.

18 Q. If you look on the back page, I  
19 guess -- mine is another page, the total is  
20 241, so that's in the 250 grand ballpark we  
21 were talking about.

22 A. Yes.

23 Q. So do you feel better about  
24 everything said that now?

25 A. Yes.

60

1 Q. Okay. Now, when I look at the  
2 secondary service charge waiver, it looks  
3 like BellSouth ended up paying out 100  
4 percent in April of '08 -- or April 8 of '05.

5 A. Yes.

6 Q. And on the 1 FR plus two free  
7 features, they paid that, BellSouth paid that  
8 100 percent as well.

9 A. Yes.

10 Q. My question was, or is, were there  
11 other amounts paid on those two promotions  
12 prior to April 8th?

13 A. Yes, on secondary service order  
14 charge I know for sure. I don't recall with  
15 1 FR and two free features with there were  
16 prior to April 8th or not.

17 Q. What dPi has told me is that they  
18 were paid somewhere between seven and nine  
19 thousand dollars total promotions between  
20 after they submitted in September of '04  
21 until April of '05. Does that sound roughly  
22 correct?

23 A. I don't know. I don't recall. It  
24 was for secondary service order charge, and  
25 we've already acknowledged that that's not

61

1 one of the largest promotions, so --

2 Q. Well, I was wondering why it took  
3 from September to April to pay these two  
4 promotions, the secondary service charge and  
5 the one R plus two free features.

6 A. We were validating -- we were mostly  
7 concentrating on line connection waiver,  
8 because it was the biggest promotion, and it  
9 just took that long.

10 Q. What was the validation process for  
11 these two, the 1 FR plus two free features  
12 and the secondary service charge waiver?

13           A. Again, we would look at the end user  
14 account number, go into the service order  
15 that was stated on the spread sheet that dPi  
16 submitted and look at it to see what the  
17 activity, like for secondary service order  
18 charge you look at for what activity. If it  
19 was adding CREX or something like that or  
20 adding a feature, that would qualify for  
21 secondary service order charge.

22           1 FR is the same thing, go into the  
23 end user account. It's establishing an order  
24 that would establish that, so you look at  
25 what happened on that order, did they have

62

1 basic service and two features.

2           Q. There was not the kind of, I don't  
3 know, group meeting and trying to figure out  
4 what was necessary in order to pay -- what  
5 was necessary in order to qualify for those  
6 two features like there was for the line  
7 connection charge waiver; was there?

8           A. Yes. Reacquisition or win-over is  
9 both on line connection and 1 FR plus two  
10 free features, so all that discussion about  
11 reacquisition or win-over was for both of  
12 those promotions.

13           Secondary service order charge is a  
14 promotion that has been with BellSouth for

15 years, so it doesn't need as -- it's much  
16 more on the top of people's minds, and it's  
17 not nearly as difficult to determine.

18 Q. Was there a reason to make the  
19 validation of these two promotion requests,  
20 was there a reason to make those two  
21 applications wait until the line connection  
22 waiver had been completed?

23 A. I didn't wait for secondary service  
24 order charge. I did that -- I believe I  
25 submitted those in December and they were

63

1 probably on their January 8th bill.

2 Q. Then this 12,000 that was paid in  
3 April, that was for what, additional or  
4 follow on requests for the same promotion?

5 A. Without having my -- yes.

6 Q. So the first batch that was  
7 submitted in September was paid by, what did  
8 you say, December?

9 A. It was probably on their January 8th  
10 bill.

11 Q. Okay. And so the remainder of this  
12 12,443 is for stuff that was not submitted in  
13 the first batch.

14 A. It was for those requests that I did  
15 not look at in December.

16 Q. Okay. Were you aware that dPi had  
17 filed an informal complaint with the North

18 Carolina commission about its -- we're not  
19 getting our promotions and it's taking too  
20 long?

21 A. Yes.

22 Q. Do you remember when that happened?

23 A. I don't remember the date.

24 Q. Did it happen before or after this  
25 \$250,000 credit was made, \$241,000 credit was

64

1 made?

2 A. It was right at that time. I don't  
3 recall. I do remember calculating figures  
4 after the April 8th date, and I remember  
5 answering questions and calculating after the  
6 April 8th date. I don't know when the  
7 complaint was filed.

8 Q. What were you telling -- I'm  
9 assuming that you had conversations or other  
10 communications with dPi or Lost Key on behalf  
11 of dPi about why their promotions weren't  
12 getting paid, why they weren't showing up on  
13 the bill, for example, in October of 2004.

14 Did you have such communications  
15 with them?

16 A. I recall meeting with Steve Watson  
17 after September 2004, and at that time he had  
18 not only submitted the four CLECs in  
19 September but he had submitted an additional

20 four, and I was at this meeting, I explained  
21 to him because of how much he submitted all  
22 at once that we could not even begin to  
23 process those claims yet and that we were in  
24 the process of defining reacquisition and  
25 win-over.

65

1 Q. And did you give him an estimated  
2 time of arrival for the credits?

3 A. Yes.

4 Q. What did you tell him?

5 A. The only date I recall telling him  
6 was March 15th.

7 Q. When was the meeting that you had  
8 with Steve Watson?

9 A. I don't remember the exact date. It  
10 was after September and it was before  
11 Christmas. It was October or November 2004.  
12 He came to Birmingham.

13 Q. And besides face-to-face meeting,  
14 did you have telephone or e-mail  
15 communications or any other kind of  
16 communications?

17 A. Yes.

18 MR. SHORE: Can I take a short break?

19 The witness is fine, she can stay here,  
20 but I need a break, a few minutes.

21 MR. MALISH: Okay.

22 (A recess was taken from 11:44 a.m.



23 to 12:03 p.m.).

24 MR. MALISH: Okay, we're going to

25 let you go.

66

1 (Whereupon, the deposition was  
2 concluded at 12:03 p.m.)

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

