

ORIGINAL

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

**WITNESS: Direct Testimony of Dennis Sickle, Appearing on Behalf of Respondent,
Telecommunications Services, Inc., as an adverse witness.**

DATE FILED: June 15, 1998

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BEFORE THE STAFF OF THE
FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 951232-TI

COPY

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

1515 So. Federal Hwy
Boca Raton, Florida
Friday, March 27, 1998
9:15 a.m. - 11:11 a.m.

DEPOSITION OF DENNIS SICKLE

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

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On behalf of the PSC

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

I N D E X

<u>Witness</u>	<u>Direct</u>	<u>Cross</u>	<u>Rad. Rec.</u>
DENNIS SICKLE	6	68	

E X H I B I T S

BY MR. COX:	68	
Boca Exhibit No. 14		6
Boca Exhibit No. 15		64

1 MR. PARSONS: Before we start with Mr.
2 Sickie, I think Mr. Gimbel has a statement he
3 wants to make.

4 MR. GIMBEL: We determined yesterday,
5 during the course of Brian Sulmonetti's
6 deposition, myself, and even Mr. Parsons
7 realized in some of the questions directed to
8 Brian regarding the contract, that he was
9 having some difficulty locating certain
10 provisions of the contract. After completion
11 of his deposition, we compared an exhibit that
12 was being used which was attached to the
13 complaint, I think it was Boca 3. The
14 contract that was attached to that exhibit had
15 a page missing. It had one page copied twice,
16 and a whole entire page omitted. That really
17 was the source of some of the confusion
18 yesterday, in trying to locate certain
19 provisions, and in responding to certain
20 questions that were asked.

21 We've identified that to check to make
22 sure that we were correct in that. We also
23 cross-referenced to Mary Jo Daurio's
24 deposition where she identify the contract
25 with that page back in 1994 when she was

1 deposed, and anyway, we have substituted the
2 page that was omitted from the exhibit that we
3 were using yesterday, with the proper page.

4 The second item; on the very back page
5 of that exhibit that we were using yesterday,
6 the incorrect exhibit contained the second
7 page, the closing page of a letter from Ruddy
8 McGlashan to Joel Esquenazi, dated June 21,
9 1989, which preceded the contract. What got
10 our attention there is the last paragraph of
11 that letter says, "this letter represents a
12 proposal, not a formal agreement which will
13 follow", so that caused me, again, to go back
14 through the files that we have brought with
15 us, and determined that that in fact was the
16 second page of a letter that preceded the
17 contract between the parties.

18 Again, the letter was dated June 21,
19 1989, and we provided Kathy, who is the PSC
20 person here, with copies of all of these
21 things, and we think we've corrected the
22 mistakes.

23 Wes, is that accurate? Do you care to
24 add anything?

25 MR. PARSONS: I don't really have

1 anything to add. Let me just ask you a
2 question, if I can, Mr. Gimbel.

3 Are you saying that the presence of the
4 rate sheet in the letter dated June 21, 1989,
5 precludes this rate sheet from being a part of
6 a contract between the parties?

7 MR. GIMBEL: I don't know that. I
8 think the proper answer, the best answer I can
9 give is that it might have.

10 You know, Ruddy would know whether or
11 not these rates, or somebody would know
12 whether or not these rates were actually
13 rolled over into the contract, or if new rates
14 were adopted. I mean, obviously the contract
15 has different rates than this, so I don't know
16 how to answer that, Wes.

17 MR. PARSONS: You would acknowledge,
18 though, that the rate sheet was attached to
19 the contract that itself was attached to the
20 complaint filed by your client in this
21 matter?

22 MR. GIMBEL: I have not compared the
23 actual exhibit in the court file, but, yes, I
24 will acknowledge that that was what was
25 attached to the complaint that you had, that

1 we presumably filed. And it was not your
2 mistake, no. I'm not suggesting that. I'm
3 not suggesting that you intentionally
4 attempted to incorporate things that were
5 not -- no, that's not an issue.

6 MR. PARSONS: Let me mark if I could,
7 the June 21, 1989 letter you've been referring
8 to, as Exhibit 14.

9 (Thereupon a document was marked
10 Boca Exhibit No. 14 for Identification to the
11 deposition.)

12 MR. GIMBEL: What did we mark that
13 one?

14 MR. PARSONS: This is number 14.
15 Thereupon--

16 DENNIS SICKLE
17 was called as a witness by the Defendant and,
18 having been first duly sworn, testified as follows:

19 DIRECT EXAMINATION

20 BY MR. PARSONS:

21 Q. Mr. Sickle, my name is Wes Parsons.
22 I'm an attorney representing Telecommunications
23 Services, Inc.

24 We're here today for your deposition.
25 I'll have a number of questions to ask you. If you

1 don't understand any question, let me know and I
2 will try to make it better. Is that agreeable,
3 sir?

4 A. Sure.

5 Q. Could you please state your full name?

6 A. Dennis Sickle.

7 Q. Where do you live, Mr. Sickle?

8 A. Do you want a street address?

9 Q. Yes.

10 A. 910 Melaleuca Road, Delray Beach.

11 Q. The Zip Code?

12 A. 33483.

13 Q. Where do you work, sir?

14 A. WorldCom.

15 Q. Is that at the 1515 South Federal
16 Highway address?

17 A. Correct.

18 Q. What is your position currently at
19 WorldCom?

20 A. Senior vice-president, Human Resources.

21 Q. How long have you been with WorldCom or
22 its predecessors?

23 A. Approximately 14 years.

24 Q. Could you tell me, Mr. Sickle, what you
25 did to prepare for your deposition today?

1 A. Had just a short conference with the
2 attorneys, and that's about it.

3 Q. Did you look at any documents?

4 A. No.

5 Q. Have you been deposed before, sir?

6 A. Yes.

7 Q. How many times?

8 A. Probably two or three.

9 Q. Were you deposed in the Dohan case?

10 A. Yes.

11 Q. Were you deposed in the Attorney
12 General investigation in 1991?

13 A. Not to my recollection.

14 Q. What was the other one or two cases
15 that you were deposed in?

16 A. The only other one that I can recollect
17 would have been in a divorce.

18 Q. Have you talked to anyone within
19 WorldCom about the current case involving
20 Telecommunications Services, Inc., which I'll call
21 T.S.I. in the deposition?

22 A. Other than just the acknowledgment of a
23 few of us being, having our depositions taken, no.

24 Q. Did you talk to Mr. Sulmonetti about
25 what he testified to in his deposition?

1 A. Not directly, no.

2 Q. Did you do it indirectly?

3 A. No. That I guess would have been
4 covered through a conference with my attorneys.

5 Q. Did you talk to Mr. Holop about what he
6 testified to?

7 A. No, I didn't see Mr. Holop.

8 Q. Did you talk this morning with the
9 president of your company about this case?

10 A. No.

11 Q. Did you review any of the filings in
12 Dohan in preparation for your deposition today?

13 A. No.

14 Q. You didn't review your deposition, for
15 example?

16 A. Oh, I did look at my deposition for
17 Dohan, yes.

18 Q. Did you focus on any particular section
19 of your deposition?

20 A. No. I just thumbed through it.
21 Really, I didn't even read it.

22 Q. Did you look at any other depositions
23 in preparation for today?

24 A. No.

25 Q. Did you look at the contract between

- 1 T.S.I. and Telus, in preparation for today?
- 2 A. No.
- 3 Q. Fourteen years ago, sir, could you tell
- 4 me what predecessor company you joined?
- 5 A. Teltec.
- 6 Q. That would have been about 1985, '84?
- 7 A. May 2, 1984.
- 8 Q. What was your position with Teltec?
- 9 A. Vice-president, administration.
- 10 Q. What did you do in that position?
- 11 A. That position handled customer service,
- 12 credit, collections, all internal services, Human
- 13 Resources.
- 14 Q. Was Teltec acquired?
- 15 A. Yes.
- 16 Q. By whom?
- 17 A. It was acquired by Galesi
- 18 Telecommunications, and was merged with another
- 19 company and became Telus.
- 20 Q. What sort of position did you have at
- 21 Telus?
- 22 A. The same position.
- 23 Q. Was Telus, itself, acquired?
- 24 A. Yes.
- 25 Q. That was by ATC?

1 A. Correct.

2 Q. When did that occur, approximately?

3 A. '89 or '90. I don't remember the exact
4 date.

5 Q. Did you have essentially the same
6 position at Telus up to the point it was acquired
7 by ATC?

8 A. Yes.

9 Q. Again, you were doing customer service,
10 credit, collections, some Human Resources?

11 A. Correct.

12 Q. After the acquisition by ATC, what
13 position did you have?

14 A. Essentially the same position, except
15 it was, the country was split into two, and I had
16 the eastern half. And at that time it did not
17 include Human Resources.

18 Q. Would it be fair to say, then, that
19 your position was for the eastern half of the U.S.
20 insofar as customer service, credit and collection?

21 A. Yes. There's order entry and a few
22 other of those type of things.

23 Q. Would the other things include the
24 billing of customers?

25 A. No.

1 Q. Would customer service then start after
2 the billing has already occurred?

3 A. Correct.

4 Q. At some point did your position change
5 with ATC, sir?

6 A. Yes, it did.

7 Q. How did it change?

8 A. I moved to Human Resources,
9 exclusively.

10 Q. When did that occur?

11 A. Probably '91, I believe.

12 Q. Have you been in Human Resources since
13 then?

14 A. Yes.

15 Q. At some point ATC was acquired by LDDS?

16 A. Correct.

17 Q. Did that change your position at all
18 when that acquisition occurred?

19 A. No.

20 Q. Do you recall a co-worker named Mary Jo
21 Daurio?

22 A. Yes.

23 Q. Could you tell me where she stood in
24 relation to you in the chain of command?

25 A. At which point in time? It changed

1 several times.

2 Q. Let's start at the beginning, if you
3 could, work through the changes.

4 A. Okay, Mary Jo came to Telus through the
5 merger when it was acquired, came from Long
6 Distance America. For a period of time until, I
7 guess sometime after the ATC merger, she would have
8 reported directly to me. I do not remember exactly
9 what the name of her position would have been. She
10 was normally involved in the customer service
11 aspect.

12 Q. Did she have any billing
13 responsibilities?

14 A. Billing, and getting the bills to the
15 customer?

16 Q. Yes, sir.

17 A. On a general basis, no. I think she
18 may have been responsible for the billing of the
19 two carrier accounts, which would have been T.S.I.
20 and -- I don't remember the name of the other one.

21 Q. During your tenure at ATC in charge of
22 customer service, the two carrier accounts were
23 administered different from the end-user accounts,
24 sir?

25 A. Yes.

1 Q. Could you tell me why that was done
2 that way?

3 A. Well, the end-user account we would
4 bill directly. On the carrier accounts, we would
5 submit the bill to the actual carrier, who I
6 believe would reproduce them on their own
7 stationery and make it appear to be their bill, as
8 opposed to a bill from ATC.

9 Q. And the submission of the bills to the
10 carriers was under customer service as opposed to
11 being under billing?

12 A. Not necessarily. Billing would produce
13 the invoice. Mary Jo was established as the
14 contact for the account. And rather than having
15 the customer deal with somebody in billing, she
16 just handled all aspects of the account.

17 Q. As well as the end-user bills that the
18 billing department produced, were there also bills
19 directly to the carrier, that were created?

20 A. I don't know if I understand your
21 question.

22 Q. Let me back up a step.

23 What billing was producing were bills
24 directed to the actual end-user?

25 A. Uh-huh.

1 Q. Is that a yes?

2 A. Yes. For our customers.

3 Q. For your customers.

4 A. Right.

5 Q. Now, there also had to be bills
6 produced to go to the carrier, itself; am I
7 correct?

8 A. Correct.

9 Q. Were those bills directly to the
10 carrier, created by billing, or were they created
11 by customer service?

12 A. By billing.

13 Q. Did they go through customer service
14 before being sent to the carrier?

15 A. Yes.

16 Q. At some point were those bills manually
17 produced rather than being produced in a computer
18 printout fashion?

19 A. Not to my recollection, no.

20 Q. Did Mary Jo Daurio have some role in
21 producing the bills to the carriers?

22 A. If so, I don't know what it would have
23 been.

24 Q. Did you personally have any --

25 A. No.

1 Q. -- responsibility for that?

2 A. No.

3 Q. Did you see any of the bills to the two
4 carriers before they went out?

5 A. I'm sure I did.

6 Q. Would it have been procedure to go
7 across your desk?

8 A. No.

9 Q. How would you have seen them? Under
10 what circumstances?

11 A. Well, I'm just -- I don't know. I'm
12 sure I've seen them, but I don't recall any
13 specifics.

14 Q. Within customer service, were there any
15 checks developed to ensure that the amounts on the
16 bills to the carriers were consistent with the
17 amounts on the bills to the end-users for those
18 carriers?

19 A. I don't recall.

20 Q. You don't know of any, though?

21 A. No, I don't know of any.

22 Q. I'm very interested in what the second
23 carrier account was. One was T.S.I. Do you have
24 any idea who the second carrier account was?

25 A. I do not.

1 Q. Would there be any way to find that out
2 today?

3 A. I wouldn't know how. That's been many
4 years ago. And he did not -- he moved on long
5 before Joel did, so -- I don't know. I can't
6 remember.

7 Q. When you say Joel, you mean the
8 principal of T.S.I., Joel Esquenazi?

9 A. Yes.

10 Q. Do you keep a file at your desk on
11 T.S.I. or on Joel Esquenazi?

12 A. No.

13 Q. Was there a file somewhere within
14 customer service, credit, collection, on T.S.I. or
15 Joel Esquenazi?

16 A. I feel sure there was, yes.

17 Q. Was there a central file of some kind,
18 or are you talking about a work file of --

19 A. A work file.

20 Q. Do you recall any particular work file
21 that was available on T.S.I. or Joel?

22 A. The file would have been a file kept by
23 Mary Jo Daurio, who was responsible for all aspects
24 of that account.

25 Q. Let me see if I understand this.

1 For the end-user bills, those did not
2 go through customer service before being sent to
3 end-users, but for the bills to the two carriers'
4 accounts, those did go through customer service;
5 have I got that right?

6 A. Let me clarify that. It went to a
7 person -- this was not a bill that was mailable.
8 From the billing department, the bill would be
9 generated off the computer, put through the mailing
10 machine and mailed.

11 That wasn't possible with these bills,
12 so it went through customer service. I guess
13 that's another way of saying it went to a person
14 who would get it delivered to the account.

15 Q. What person physically delivered the
16 bills to T.S.I.?

17 A. I don't know. I would assume Joel
18 probably came and picked them up.

19 Q. Do you recall any request by Joel to
20 have the billing information given to him on
21 magnetic tape as well as on paper?

22 A. No, I don't recall that. I mean, that
23 could have happened later on, but I don't recall
24 that.

25 Q. Whether or not he made a request, do

1 you recall if the information was in fact ever
2 given to him on tape as well as on paper?

3 A. No. If -- at the time that I was
4 involved with that, Joel didn't have a computer, to
5 speak of. I can't imagine a tape would have done
6 him any good.

7 Q. Were you involved with T.S.I. and Joel
8 up to the point you moved to Human Resources in
9 1991?

10 A. Uh-huh. Yes.

11 Q. Did Joel complain about billing
12 irregularities?

13 MR. GIMBEL: Excuse me. At what point
14 in time?

15 BY MR. PARSONS:

16 Q. During the time that you were involved
17 in customer service at ATC.

18 A. Billing irregularities -- Joel asked
19 for a lot of credits for a variety of reasons. I
20 don't know that I would call it billing
21 irregularities.

22 There were limitations to the industry,
23 years ago, that everybody suffered. They were
24 common knowledge. And it was -- it was a much less
25 sophisticated business than it is today. The

1 switches were less sophisticated, the billing
2 systems were less sophisticated. And there were
3 known shortcomings, and Joel was always on top of
4 those and made sure he got his credits for them.

5 Q. Who did Joel go to when he wanted a
6 credit?

7 A. I would assume Mary Jo. He went to her
8 for everything.

9 Q. Did you understand that a lot of Joel's
10 requests for credit were made orally?

11 A. Yes.

12 Q. And they were processed by ATC, and
13 either did or did not result in a credit?

14 A. Correct.

15 Q. Did you have any objection to Joel
16 Esquenazi making oral requests for credits as
17 opposed to written requests?

18 A. I -- I don't remember one way or the
19 other.

20 Q. They were processed, though, even
21 though they were oral?

22 A. I don't know if Mary Jo had some
23 requirement with him that they had to be in
24 writing. I don't remember.

25 Q. As her supervisor, did you have some

1 requirement that requests for credits had to be in
2 writing?

3 A. Not that I recall.

4 Q. Do you recall any complaints by Joel
5 Esquenazi about, not isolated billing problems, but
6 systematic billing problems?

7 MR. GIMBEL: Complaints by Joel?

8 BY MR. PARSONS:

9 Q. Correct.

10 MR. GIMBEL: I'm sorry.

11 THE WITNESS: What would you term a
12 systematic problem?

13 BY MR. PARSONS:

14 Q. Well, for example, maybe an example is
15 the best way to do this; that systematically
16 throughout bills, there was billing for duplicate
17 calls.

18 A. No, that wasn't a systematic problem.

19 Q. Did you ever deal personally with Joel
20 Esquenazi about billing, requests for credits on
21 billing?

22 A. Oh, I'm sure I did. I knew Joel, so,
23 yes, I'm sure I did.

24 Q. What did you and he talk about in
25 regard to requests for credits?

1 A. I don't remember.

2 Q. Once Joel made a request for a credit
3 and it was granted, would that request then be
4 reflected typically in the next month's invoice?

5 A. Correct.

6 Q. So, for example, if there were requests
7 for credits made in early January, those credits
8 should be reflected on a line item on February's
9 bill?

10 A. My reaction to that is yes, but I don't
11 recall even what the bill to Joel looked like, so
12 I'm not sure. It could have been an adjustment
13 right then, entered on to his bill, to arrive at an
14 amount currently due, as opposed to waiting to take
15 that credit next month. I just don't remember.

16 Q. So you're saying that a granted request
17 for a credit might show up as a debit on next
18 month's bill, or it might actually show up as some
19 sort of correction on the current month's bill?

20 A. It wouldn't show up as a debit on the
21 next month's bill.

22 Q. A credit.

23 A. Yes.

24 Q. How would it show up on the current
25 month's bill?

1 A. Well, that would have been an
2 arrangement where a manual entry by Mary Jo would
3 have been entered to produce the amount that Joel
4 owed for that month.

5 Q. Would it show up on the bill in some
6 fashion so that you could actually see that a
7 credit had been granted?

8 A. My assumption would be, regardless of
9 which month it was applied to, ultimately it would
10 show up that way, yes.

11 Q. There ought to be a line item, then,
12 for a credit that was granted, either on the
13 current month's bill or the next month's bill?

14 A. Uh-huh. Yes.

15 Q. Did Mary Jo Daurio have any sort of
16 limit on the amount of credits that she was
17 authorized to process?

18 A. I'm sure she did, yes.

19 Q. Do you recall what it was?

20 A. No, I don't.

21 Q. Can you make an estimate for me, you
22 know, \$1,000, \$500?

23 A. It would be a guess. I really don't
24 remember.

25 Q. Whatever the limit was, if she had a

1 request that exceeded the limit, did she go to you
2 for authority?

3 A. Yes.

4 Q. Did you, yourself, have a limit on your
5 authority?

6 A. Yes, I did.

7 Q. What was it?

8 A. I don't remember.

9 Q. Can you give me a sense of the
10 magnitude; like \$1,000 or a hundred thousand
11 dollars?

12 A. No, I can't. But I don't recall
13 needing to go to anybody else for approval very
14 often, but I don't remember what those dollar
15 amounts were.

16 Q. Who was the next person in the chain of
17 command going up for cred't approval?

18 A. Norman Klugman.

19 Q. He was the president?

20 A. Yes.

21 Q. Do you ever recall going to Mr. Klugman
22 for a request for credit from T.S.I.?

23 A. No, I don't.

24 Q. Do you ever recall Ms. Daurio coming to
25 you because her authority had been exceeded in a

1 request for credit from T.S.I.?

2 A. Towards the very end, yes, I do recall
3 that.

4 Q. Do you recall anything about that
5 request for credit, such as what the request was
6 for?

7 A. No. I mean, credits were just a normal
8 part of the business with Joel. Usually it was
9 some negotiation to get paid by Joel. The account
10 was pretty much a constant, in a constant state of
11 delinquency. At some point down the road we got
12 there. And the credits became pretty regular.

13 Q. Would it be fair to say that most of
14 Joel's requests for credit were granted?

15 A. Yes.

16 Q. Did you have a sense that Joel was
17 proceeding in good faith in requesting credits that
18 were actually due him?

19 A. I didn't have a sense one way or the
20 other.

21 Q. As a procedural matter, though, sir,
22 you granted requests when you thought the requests
23 were justified; am I correct?

24 A. I would have based that primarily on
25 what Mary Jo said. That was her job.

1 Q. Well, she was charged --

2 A. If she recommended it, I would probably
3 have approved it.

4 Q. One of her job duties was to grant
5 requests if they were justified, and to refuse
6 requests if she thought they weren't, is that
7 fair?

8 MR. GIMBEL: I was going to say, is
9 that a question.

10 THE WITNESS: Yes, that's fair.

11 BY MR. PARSONS:

12 Q. If a credit exceeded her limit and came
13 to you, you did the same thing, sir, is that right?

14 A. Correct.

15 Q. Ms. Daurio testified that she prepared
16 bills to T.S.I. from greenbar summaries through
17 August 1990. That after that, someone else
18 prepared them who was under you. Do you know who
19 that other person might have been?

20 A. No, I don't. I don't remember.

21 Q. Could it have been you, yourself, sir?

22 A. No.

23 Q. Do you agree with her that she prepared
24 the bills to T.S.I. from greenbar summaries until
25 August 1990?

1 A. I don't agree or disagree. I don't
2 remember.

3 Q. Does it make sense to you that the way
4 to prepare a bill to another carrier in 1990, would
5 have been to take the greenbar summaries and to
6 work from there?

7 A. I don't know what the answer to that
8 is. If that was the document she was provided,
9 that the information came from, then I guess that
10 makes sense.

11 Q. Do you know any other source of
12 information other than from a greenbar, from which
13 you could have prepared a bill to a carrier in this
14 time frame?

15 A. No.

16 Q. Did Joel's requests for credits, to
17 your knowledge, include requests for credit for
18 calls that showed up on the bill, but were actually
19 not made?

20 A. Define "not made."

21 Q. Literally, not made by, not initiated,
22 not obtaining a complete circuit.

23 A. Well, that's a little misleading.
24 There were situations with technical limitation in
25 those days that would allow sometimes unanswered

1 calls that were of a long enough duration -- that
2 were unusually -- somebody had let the phone ring
3 an unusual number of rings, those would show up.
4 That was fairly common knowledge in the industry.
5 It was a limitation of the switches in those days.
6 If that's what you're referring to, I'm sure that
7 was part of the credits.

8 Q. Was it policy of ATC at that time to
9 give a credit if someone complained about that
10 particular sort of problem?

11 A. Yes.

12 Q. How would one tell from a call detail
13 record or a greenbar printout, that that sort of
14 problem had transpired for a particular record, a
15 particular call?

16 A. Generally speaking, you couldn't.

17 Q. You had to wait for the customer,
18 himself, to complain?

19 A. Uh-huh.

20 Q. The end-user?

21 A. Yes.

22 Q. Setting aside that particular problem
23 for a second, did Joel complain about any other
24 sort of billing for calls that were not made?

25 A. I don't recall specifically whether

1 Joel complained about other -- I don't recall what
2 his complaints were. There were, you know, other
3 possible things that could have gone wrong, but I
4 don't know if Joel complained about them or not.

5 Q. Let me change the question. Are you
6 aware in regard to T.S.I. traffic, of billing for
7 calls that were not made, setting aside the problem
8 with the limitation on the switches as to long term
9 ringing; do you know about any sort of problems
10 like that?

11 A. Other -- putting that aside, calls not
12 made, no.

13 Q. Did Joel ever complain to you that he
14 wanted credits for bad connections on calls?

15 A. I don't recall him complaining about
16 that.

17 Q. Did Joel ever complain to you about
18 stuck clock billings?

19 A. No.

20 MR. GIMBEL: Can I ask you to define
21 what you mean by "stuck clock"?

22 MR. PARSONS: Sure.

23 BY MR. PARSONS:

24 Q. Have you heard the term "stuck clock
25 billings" before?

1 A. No. I think I know what you're
2 referring to.

3 MR. GIMBEL: I think I do, too, but
4 that's why I wanted him...

5 BY MR. PARSONS:

6 Q. Okay. I'm referring to calls with a
7 duration of such an excessive magnitude that it
8 must have been some sort of mechanical or
9 electronic error.

10 Even though Joel may not have
11 complained about that, are you aware of any
12 problems with ATC's service, such that stuck clock
13 billings were generated?

14 A. It was not a problem with ATC's. It
15 was an industry problem that occurred in a
16 particular brand of switch, and everyone in the
17 industry had it. And occasionally we had it, too.

18 We did develop software checks within
19 the billing system to alert us whenever we got --
20 it was called a hung trunk as opposed to a stopped
21 clock or stuck clock. Whenever we found a hung
22 trunk call, we could recognize that through the
23 billing process.

24 Q. Did the software look for a call in
25 excess of X number of hours?

1 A. I'm sure that's how it would have
2 worked. I don't know what those parameters were,
3 though.

4 Q. You don't know the number of hours?

5 A. No.

6 Q. Did you perceive Joel as a customer who
7 was aggressive about seeking credits?

8 A. I don't think I had a perception. I
9 mean, he -- I perceived Joel as an aggressive
10 businessman. I don't know specifically about
11 credits.

12 Q. Given your perception of him as an
13 aggressive businessman, does it seem odd to you
14 that he apparently never complained about hung
15 trunk billings, even though that was a problem in
16 the industry?

17 MR. GIMBEL: Objection to the form of
18 the question, to the extent it implies that
19 maybe he didn't have a complaint about that.
20 I don't know if we know that.

21 BY MR. PARSONS:

22 Q. You can answer, sir.

23 A. I don't know that he didn't ever
24 complain about it. You asked me if he ever
25 complained to me. No, he did not.

1 Q. He may have complained to Mary Jo
2 Daurio?

3 A. He may have.

4 Q. You've identified two industry problems
5 for me.

6 A. Uh-huh.

7 Q. One in regard to the hung trunk
8 billings, and the other in regard to the billing
9 for calls with an excessive number of rings, but
10 without a circuit being seized. Are you aware of
11 any other systematic industry problems that ATC,
12 because it was part of the industry, suffered from?

13 MR. GIMBEL: Object to the form of the
14 question, the characterization of
15 "systematic."

16 THE WITNESS: I'm not. I don't recall
17 any others.

18 BY MR. PARSONS:

19 Q. Did Joel ever complain to you,
20 personally, about billing for duplicate calls?

21 A. No.

22 Q. I guess I should say duplicate billing
23 for calls.

24 A. No.

25 Q. Do you know if he ever complained to

1 Mary Jo Daurio about that?

2 A. I do not know.

3 Q. Did Joel ever come to you with a
4 greenbar and point out what he perceived to be
5 duplicate billings for the same call?

6 A. Not that I recall.

7 Q. In the course of your work in customer
8 service at ATC, did you ever investigate whether
9 T.S.I. was being duplicate billed for the same
10 call?

11 A. Not that I recall.

12 Q. In the course of your working for
13 customer service at ATC, has it ever come to your
14 attention that there was a problem with ATC billing
15 carriers in a duplicate manner for the same call?

16 A. No.

17 Q. Has anyone ever complained to you,
18 T.S.I. or any other end-user, about duplicate
19 billing for calls at ATC?

20 A. On occasion that had happened, yes.

21 Q. Did you investigate the complaint?

22 A. Personally I didn't, no, but someone
23 would have.

24 Q. Do you know who investigated?

25 A. No.

1 Q. Do you know the results of the
2 investigation?

3 A. I know, yes, the results of the
4 investigation in that how it happened.

5 Q. Could you tell me how it happened?

6 A. The only duplicate billing that I'm
7 aware of, the only situation that ever occurred, is
8 on very, very rare occasions, one of the operators
9 in the billing department would run a switch tape
10 twice, and that would end up with duplicate calls.
11 We would normally not find that until the end-user
12 called us with it.

13 Q. Do you know if that ever happened with
14 regard to T.S.I. traffic?

15 A. I do not know. Let me rephrase that.
16 Sometimes those situations would be caught before
17 the end-user called us. I can recall there were
18 times we realized the next day a tape had been run
19 twice, and sometimes they would get backed out.

20 Q. When you say "a tape," you mean the
21 call detail record tape?

22 A. Correct.

23 Q. Was a call detail record tape processed
24 in the billing department or in customer service?

25 A. The billing department.

1 Q. Let me ask you some questions,
2 Mr. Sickie, about the flow of the billing
3 information at ATC.

4 Was the first step in the billing
5 process, getting a CDR tape from the switch?

6 A. I honestly don't -- I don't know the
7 answer to that. I don't know what that process
8 was. I was never involved in it.

9 Q. Was there any processing of billing
10 information within the customer service department?

11 A. No.

12 Q. Did Joel Esquenazi ever complain to you
13 about additional time, unauthorized time being
14 added to T.S.I. traffic?

15 A. Not to my recollection.

16 Q. Other than the nine-second problem that
17 was identified in Dohan, are you aware of any
18 additional time that was added to T.S.I. traffic?

19 A. No.

20 Q. Did Joel ever complain to you that
21 there were extension errors in his billing?

22 A. I don't know what an extension error
23 is.

24 Q. An extension error, as I'm using the
25 term, would be an error in totaling or summing a

1 call on a bill.

2 A. Not that I recall.

3 Q. Did Joel ever complain to you about
4 beginning balance errors in his bills?

5 A. No.

6 Q. Did Mary Jo Daurio ever advise you that
7 Joel had complained about either of those two
8 problems to her?

9 A. Not that I recall.

10 Q. Did Joel ever complain to you about
11 billing problems associated with 800 numbers?

12 A. No.

13 Q. Again, did Mary Jo Daurio ever tell you
14 that Joel had complained to her about that?

15 A. No.

16 Q. Did Joel ever complain to you that he
17 was being billed in one minute increments when he
18 should be being billed in six second increments?

19 A. No.

20 Q. Did Mary Jo Daurio ever tell you that
21 he had so complained?

22 A. Not that I recall, no.

23 Q. Did Joel Esquenasi ever complain about
24 being billed for travel cards of his customers that
25 the customers actually did not have or use?

1 A. No, not that I recall.

2 Q. Did Joel ever complain that he was
3 being billed for end-user accounts after the
4 accounts had been cancelled by T.S.I.?

5 A. Not that I recall, no.

6 Q. Did Joel ever complain that there were
7 massive inconsistencies between the bills he
8 received directly, the bills that he was forwarded
9 for sending to his end-users, and the greenbar
10 summaries?

11 A. No, I don't recall that.

12 Q. Do you ever recall advising Joel that
13 if he thought there were inconsistencies in his
14 billing, he needed to do an audit to let you know,
15 or to let ATC know what his view of the situation
16 was?

17 A. No.

18 Q. What was Joel complaining about to Mary
19 Jo Daurio, in your understanding?

20 A. I don't have an understanding of that.
21 As I said, he talked to Mary Jo. What the specific
22 complaints were, I don't know.

23 Q. Did you ever deal with complaints from
24 end-users, sir?

25 A. On occasion.

1 Q. What determined whether an end-user
2 complaint qualified to get up to your level?

3 A. There wasn't any set qualifications.
4 For the most part, if someone wanted to talk to me,
5 I would talk to them.

6 Q. Did you ever deal with complaints from
7 the other carrier?

8 A. No.

9 Q. Insofar as customer service went during
10 your tenure at ATC, you were dealing with
11 complaints from end-users, you were to some extent,
12 at least, dealing with complaints from T.S.I. Was
13 there anything else that went into customer service
14 insofar as you were concerned?

15 A. No. It's complaint resolution, that's
16 what customer service does.

17 Q. You also were in charge of credit?

18 A. For some period of time, yes. I don't
19 remember when that ended. At some point it was
20 moved off to the finance department.

21 Q. What was involved in credit, when that
22 was part of your department?

23 A. There was a group of analysts that
24 would check the credit of the businesses.

25 Q. This was before an account was

1 activated?

2 A. Yes.

3 Q. You also were in charge of collection?

4 A. Correct.

5 Q. What was involved in end-user
6 collection when you were head of that process?

7 A. Mostly telephone calls and mail
8 correspondence in an effort to collect the bill.
9 Ultimately, if you couldn't get paid, it would
10 ultimately end up with possible suit. We would
11 defer to an attorney.

12 Q. Did you have responsibility for
13 collection on an account, even after that account
14 was terminated?

15 A. Yes.

16 Q. Did you have responsibility for
17 collection efforts on the T.S.I. account?

18 A. Yes.

19 Q. Were you involved in the decision to
20 terminate T.S.I.'s service with ATC?

21 A. No.

22 Q. Who was involved in that decision, if
23 you know?

24 A. I don't know.

25 Q. Were you advised that the account had

1 been terminated in May 1992?

2 A. No. I was in Human Resources and no
3 longer involved.

4 Q. Having gone to Human Resources in 1991,
5 how was it that you were involved in the collection
6 efforts for T.S.I.?

7 A. From the day that T.S.I. turned up, it
8 was somewhat of an ongoing collection effort to,
9 you know -- we were trying to work with Joel, and
10 there were always a variety of payment arrangements
11 being made. He was a businessman trying to get
12 started, and Joel had a bit of an appeal to us,
13 because we had never been able to crack the
14 Hispanic market in Miami, and that was a large
15 segment of business that we were missing.

16 And I knew Joel, and he had been in the
17 business for a while, and he came to us with this
18 idea. And it was appealing to us because it was an
19 opportunity to get into the Hispanic market. So we
20 tried to accommodate Joel in as many ways as we
21 could, because he brought something to the table
22 for us as well. So, you know, we made, I guess,
23 constant payment arrangements with him, trying to
24 help him get his business started.

25 Q. Were you involved in collection after

1 the termination of service in May 1992?

2 A. No.

3 Q. So you were just involved in collection
4 as an ongoing matter until you moved to Human
5 Resources in 1991?

6 A. Correct.

7 Q. How would you characterize the
8 collection efforts, the success or failure of the
9 collection efforts while you were in charge of
10 those?

11 A. Relatively successful. It never
12 reached the point that we had to take any action on
13 the account.

14 Q. Do you think Joel was doing his best to
15 try to pay those bills he thought were due to ATC?

16 A. He told us he was.

17 Q. Did you have a sense of what he told
18 you was a fair statement?

19 MR. GIMBEL: Object to the form of the
20 question.

21 THE WITNESS: No, I don't have a sense.

22 BY MR. PARSONS:

23 Q. Who took over collection efforts when
24 you moved to Human Resources, with regard too
25 T.S.I.?

1 A. I don't know that it changed. I don't
2 know.

3 Q. Did someone take your place?

4 A. There was a complete reorganization.
5 Yes, there was, somewhat.

6 Q. Do you know who that is?

7 A. Yes.

8 Q. Please tell me.

9 A. Judith Cohen.

10 Q. Do you know if Ms. Cohen was involved
11 in the termination of service to T.S.I. in May
12 1992?

13 A. I do not know.

14 Q. Do you know if Ms. Cohen is still with
15 the company?

16 A. She is not.

17 Q. Do you know where Ms. Cohen is today?

18 A. I do not.

19 Q. You had some relationship in a business
20 sense with Joel Esquenazi from 1989 through about
21 1991, sir?

22 A. Correct.

23 Q. Did you know him before 1989?

24 A. I knew Joel prior to him becoming a
25 customer of Telus, at the time. I don't recall

1 exact -- whether it was '88 or '89.

2 Q. How did you meet him?

3 A. I met Joel through -- I think it was
4 called the President's Club, for a company called
5 USTS, that my wife also worked on. I met Joel in
6 Paradise Island.

7 Q. Would you consider him to have been a
8 friend of yours?

9 A. No.

10 Q. Did you have any interaction with Joel
11 after you moved to Human Resources in 1991?

12 A. Not that I recall.

13 Q. Do you think Joel was an honest person?

14 A. I don't know. I have no basis for
15 that.

16 Q. With regard to collection arrangements
17 that were made, did Joel either try to adhere to
18 the arrangements, or if he couldn't, try to
19 approach you about reworking the arrangements?

20 MR. GIMBEL: Again, I object to the
21 form of the question. I know it's hard,
22 you're trying to ask him what Joel did. I
23 don't know if that's fair.

24 BY MR. PARSONS:

25 Q. Okay. You can answer. I am trying to

1 ask you about your perception about what Joel did.

2 A. I would say sometimes Joel kept the
3 arrangements, sometimes he didn't.

4 Q. When he didn't, did he approach you
5 about trying to rework the arrangements so that he
6 could keep the arrangement?

7 A. Not normally, no. We would approach
8 him.

9 Q. Was T.S.I. considered a problem account
10 within ATC?

11 A. When?

12 Q. During 1990.

13 A. No. I wouldn't call it a problem
14 account during 1990.

15 Q. Was it a problem account at the time
16 that you moved to Human Resources in 1991?

17 A. No, I wouldn't term it a problem
18 account. There were issues. You have to
19 understand that going into this arrangement, Joel
20 had never been in business. He didn't know
21 necessarily all the issues that were going to
22 surface, as well as he was the first carrier
23 account we had. So, yes, there were issues that we
24 had to work through. There were issues that he had
25 to work through that maybe would cause us a

1 problem, and vice versa. But I don't know that I
2 would term it a problem account at that time.

3 Q. Can you tell me what month in 1991 you
4 moved to Human Resources?

5 A. Oh, boy. I think in the summertime,
6 but that's a long time ago.

7 Q. What were the issues between T.S.I. and
8 ATC that you've spoken of?

9 A. I think most of them we've talked
10 about, you know. Setting up billing. There were
11 no processes in place when we started to bill under
12 the arrangement that Joel requested, so those
13 things had to be worked through.

14 Obviously you don't anticipate
15 everything that's going to arise, so little issues
16 would come up. But, you know, he would have
17 issues. He had issues in trying to make it -- make
18 ATC invisible to his customer. He didn't
19 necessarily want them to know that we were carrying
20 all the trunk lines, doing all the billing, et
21 cetera. So there were these issues that would
22 arise that we would have to work through.

23 Q. Are those all the issues that you can
24 recall, the ones that have already been brought up
25 and ones you just discussed, sir?

1 A. Those are all I recall.

2 Q. You were with Telus at the time that
3 Telus was providing service to T.S.I.

4 A. Correct.

5 Q. Am I correct that the Telus billing
6 system is not the same as the billing system used
7 by ATC?

8 MR. GIMBEL: If you know.

9 THE WITNESS: I don't know.

10 BY MR. PARSONS:

11 Q. When you were at Telus, did you have
12 any involvement with billing of T.S.I.?

13 A. Other than the same arrangement that
14 existed after the merger with ATC.

15 Q. Was it, in fact, the same arrangement?

16 A. If it changed, I don't recall. Let's
17 put it that way.

18 Q. Did Joel complain to you about ATC
19 directly billing Joel's end-users at times?

20 A. He did not complain to me, no.

21 Q. Did Mary Jo Daurio advise you that Joel
22 had complained to her?

23 A. You know, I don't recall very clearly,
24 but it seems to me that may have been an issue one
25 time. Something happened. I don't remember what

1 it was, though.

2 Q. Did you do any investigation into
3 whether --

4 A. I would not have done, myself.

5 Q. Do you know if anyone within ATC did an
6 investigation?

7 MR. GIMBEL: Into?

8 BY MR. PARSONS:

9 Q. Into the direct billing of T.S.I.'s
10 end-users.

11 A. I don't recall. I think Mary Jo,
12 would, again, have been the person that would have
13 looked into that.

14 Q. Do you recall Joel complaining to you
15 or Mary Jo Daurio about ATC directly soliciting
16 T.S.I.'s customers?

17 A. No.

18 Q. Do you know if any investigation was
19 ever made within ATC as to any such complaint?

20 A. I do not, no.

21 Q. Could you tell me, sir, when you were
22 at Telus, what was the basis of your compensation;
23 salary, bonus?

24 A. At Telus it would have been salary and
25 bonus, yes.

1 Q. What was the bonus tied to?

2 A. The bonus was tied to profits.

3 (Informal discussion off the record.)

4 MR. PARSONS: Will, we're going to take
5 a break for about ten minutes now.

6 (Thereupon a brief recess was taken,
7 after which the following proceedings were
8 had:)

9 MR. PARSONS: Back on the record.

10 BY MR. PARSONS:

11 Q. Mr. Sickle, I'm handing you and your
12 counsel Exhibit No. 3 in this deposition, which is
13 a copy of the complaint filed by ATC against my
14 client.

15 Let me ask you, sir, if you could turn
16 back in that document until you reach the
17 invoices. Are you familiar with the invoices, sir?

18 A. No, I'm not.

19 Q. Do you know who compiled the invoices
20 at ATC?

21 A. No.

22 Q. Even though you're not familiar with
23 them, do you recognize the format of the invoices?

24 A. No, I don't. I...

25 Q. Would you expect to be able to

1 recognize the format of the invoice?

2 A. No. This was implemented after I left
3 that area. I wasn't -- if I saw it, I don't
4 remember. I mean, it all makes sense, but I don't
5 remember really seeing this.

6 Q. Would you continue turning back in that
7 exhibit until you get to the agreement between
8 Telus and T.S.I.

9 A. Okay.

10 Q. Do you recognize --

11 MR. GIMBEL: Excuse me. I apologize.
12 We did not fix these sets of copies, did we?
13 Do you remember?

14 MR. PARSONS: I don't think so.

15 MR. GIMBEL: I apologize for
16 interrupting.

17 MR. PARSONS: Do you want to fix
18 those?

19 MR. GIMBEL: We will. I just wasn't
20 sure, but go ahead.

21 BY MR. PARSONS:

22 Q. Do you recognize the agreement, sir?

23 A. I've seen it, yes.

24 Q. Under what circumstances have you seen
25 the agreement?

1 A. Only in the circumstances of originally
2 being involved in setting this account up with
3 Joel, and when he came to ultimately, I guess, sign
4 the agreement.

5 Q. Did you have any role in drafting the
6 agreement?

7 A. No.

8 Q. Do you know who did draft the
9 agreement?

10 A. I think most of the terms were worked
11 out by Ruddy McGlashan, who, if there was an
12 attorney or someone involved in drafting this
13 agreement, I don't know who it was.

14 Q. Is this a form agreement that was
15 modified for T.S.I.?

16 A. No, T.S.I. was the first carrier
17 account we had, so...

18 Q. Do you know if Ruddy McGlashan drafted
19 the agreement?

20 A. I do not know.

21 Q. Do you know if Joel Esquenazi drafted
22 the agreement?

23 A. I don't know.

24 Q. Was this agreement ever used as a form,
25 as a template for any other agreements with other

1 carriers, such as the second carrier you mentioned?

2 A. No. I don't know if they were the same
3 agreements or not.

4 Q. Having the agreement in front of you
5 now, is there anything in the agreement you can
6 look at to figure out who drafted it, Ruddy
7 McGlashan or Joel or some other person in the
8 world?

9 A. No, there's not.

10 Q. Have you actually read the agreement at
11 some point, sir?

12 A. I don't recall ever reading it, no.

13 Q. Did you understand at the time that you
14 were performing customer service at Telus and ATC,
15 that T.S.I. was to be billed under an agreement as
16 opposed to being billed under a tariff?

17 MR. GIMBEL: Object to the form of the
18 question.

19 THE WITNESS: Again, I don't recall the
20 answer to that. I don't know.

21 (Informal discussion off the record.)

22 BY MR. PARSONS:

23 Q. Could you turn with me in the document
24 until you get to a page with "Indemnification" at
25 the top.

1 A. Okay.

2 Q. Have you ever read the paragraph under
3 the phrase indemnification, before?

4 A. I don't recall having read it.

5 Q. Do you feel qualified to testify about
6 that paragraph, sir?

7 A. Without having read it, I don't know
8 how to answer that.

9 Q. Okay. Go ahead and read it.

10 A. No. I don't really feel qualified to
11 talk about that.

12 Q. Do you know who within ATC or WorldCom,
13 today, would be qualified to talk about this
14 paragraph, specifically in the agreement between
15 Telus and T.S.I.?

16 A. No, I don't.

17 Q. Could you turn to the next page. Do
18 you see the paragraph in the middle beginning,
19 "This agreement shall be binding on customer"?

20 A. Yes.

21 Q. Let me ask you, does the fact that the
22 agreement refers to "customer" tell you that the
23 agreement must have been drafted by Telus as
24 opposed to T.S.I., given that usage?

25 MR. GIMBEL: Object to the form of the

1 question.

2 THE WITNESS: No, it doesn't.

3 BY MR. PARSONS:

4 Q. Do you know Ruddy McGlashan, sir?

5 A. Yes, I do.

6 Q. Have you stayed in touch with him since
7 you moved from ATC to WorldCom?

8 A. No, I haven't spoken to Ruddy in a
9 number of years.

10 Q. Did you and Ruddy ever discuss T.S.I.
11 during the time that he was president of Telus?

12 A. Okay. There's -- there's a couple of
13 inaccuracies there. I never left ATC; ATC became
14 WorldCom.

15 Q. Right.

16 A. Ruddy left and Ruddy was never
17 president.

18 Q. He was not president of Telus?

19 A. No.

20 Q. I'm sorry. I'm mistaken. Mr. Klugman
21 was president of Telus.

22 A. Correct.

23 Q. Did you ever discuss T.S.I. with Ruddy
24 McGlashan?

25 A. Yes.

1 Q. What was the nature of the discussion?

2 A. Ruddy and I -- when Joel came to me
3 with the idea for this business, I pretty much
4 turned it over to Ruddy. Ruddy was in charge of
5 the network, the switches, et cetera. Knew the
6 pricing, and him and Joel worked out the details of
7 this pricing and how it would work. So, you know,
8 I just kept in touch with Ruddy throughout the
9 negotiations to see how it was going.

10 Q. When you were making collection efforts
11 with T.S.I., did you ever discuss those with Ruddy?

12 A. I don't recall.

13 Q. Did you ever discuss collection efforts
14 with Norman Klugman?

15 A. No. I don't recall discussing it with
16 Norman.

17 Q. Did you ever discuss T.S.I. in general
18 with Norman Klugman?

19 A. In the beginning, yes. When we were
20 first setting up the account, we somewhat needed
21 his approval to go into something that we had never
22 done before.

23 Q. Did he share the same sentiments about
24 trying to break into the Hispanic market, that you
25 mentioned earlier?

1 A. Yes. The company had gone as far as to
2 open a sales office in Hialeah, which is a heavily
3 Hispanic community in Dade County, and we just
4 weren't successful. We closed it after several
5 months. So it was fairly common knowledge around
6 the company that that was an area we would like to
7 break into.

8 Q. Did you and Mr. Klugman ever discuss
9 complaints that Mr. Esquenazi had with service?

10 A. I don't recall discussing it with him,
11 no.

12 Q. Did you ever discuss that subject with
13 Mr. McGlashan?

14 A. No.

15 Q. Before we broke for ten minutes, I had
16 asked you about bonus compensation.

17 A. Uh-huh.

18 Q. After Telus became ATC, did you
19 continue to be compensated in part on a bonus
20 basis?

21 A. I do not believe so.

22 Q. When --

23 A. If so, it would have been a different,
24 smaller arrangement, but I don't recall.

25 Q. Can you give me a very rough

1 approximation of how much of your compensation with
2 Telus was due to bonus as opposed to salary?

3 A. My best recollection would have been 30
4 to 40 percent, maybe, was bonus.

5 Q. Was Mr. McGlashan also compensated on a
6 part bonus, part salary basis?

7 A. Yes.

8 Q. Was Mr. Klugman?

9 A. Yes.

10 Q. Do you have a sense of whether, for
11 them, also, bonus would have been in the realm of
12 30 to --

13 A. I do not know that.

14 Q. Did Telus systematically compensate
15 management officials on a part bonus, part salary
16 basis?

17 A. There was a group of what would be, I
18 guess you would call senior management that were
19 first line direct reports to Norman, that were
20 compensated that way. There were -- it did not
21 extend any further into the organization.

22 Q. Other than being a witness here today,
23 sir, do you currently have any involvement in the
24 ongoing proceeding between T.S.I. and ATC?

25 A. No.

1 Q. Have you had any such involvement since
2 you went to Human Resources in 1991?

3 A. No.

4 Q. Did you have any role in the Dohan
5 case, sir, other than giving your deposition?

6 A. The only role I would have had, other
7 than my deposition, was taking Floyd down on one
8 hot afternoon to a warehouse down in Miami to look
9 through records. And that was about my only
10 involvement.

11 Q. That was in Miami or Fort Lauderdale?

12 A. I guess it was Fort Lauderdale.
13 Lauderhill, to be exact.

14 Q. Those were WorldCom documents?

15 A. And its predecessor companies.

16 Q. Did you have any involvement in doing a
17 search of documents at the warehouse?

18 A. Yes.

19 Q. What did you do at the warehouse?

20 A. We climbed up on ladders and each of
21 the boxes are labeled on the end, what it was, and
22 the time period. I just -- Floyd and I -- I forget
23 who else went with us -- were looking for
24 documents, boxes from that period of time.

25 We identified some that might be

1 relevant. They were pulled aside, and I don't know
2 what happened from there. We didn't take them with
3 us. I think they were ultimately shipped up here,
4 but I never saw them again.

5 Q. Was that for Dohan or for this case?

6 A. To my knowledge, that was for Dohan.

7 Q. Was something similar done for this
8 case, that you were involved in?

9 A. No. If so, I'm not aware of it. I
10 wasn't involved.

11 Q. Why were you involved in the Dohan
12 document pull at the warehouse?

13 A. I'm the senior person here.

14 Q. By "here," you mean in this building?

15 A. In South Florida. The other part of
16 this, I'm the only person basically left from those
17 days.

18 Q. How is it that the director of Human
19 Resources is a senior person for WorldCom in South
20 Florida, or did I get that wrong?

21 A. No; I report to the president of
22 WorldCom. I'm only here because when LDDS acquired
23 ATC, LDDS did not have a human resource
24 department.

25 Everybody else had to move to

1 Mississippi. I said I couldn't move. He said,
2 "We'll try it," and, six, seven years later I'm
3 still here.

4 Q. So you report directly to Mr. Ebbers?

5 A. Yes.

6 Q. That's who you were talking to this
7 morning?

8 A. No.

9 Q. Okay.

10 A. I have not spoken to him today.

11 Q. Have you ever spoken to him about this
12 case?

13 A. No.

14 Q. To your knowledge, is he involved in
15 any way, shape or form with this case?

16 A. Not to my knowledge.

17 Q. As senior WorldCom official in South
18 Florida, do you have any responsibility for ATC
19 versus Transcall?

20 A. No. I'm not even sure I understand
21 what that question means.

22 Q. Presumably someone within the corporate
23 entity of WorldCom has responsibility for this
24 matter, and perhaps it's simply the general
25 counsel. But if it's a corporate person, a

1 management person, I would like to know who that
2 is, sir, if you know.

3 A. It's not me. I know that.

4 Q. You mentioned you were the only person
5 still around from those days. Were you speaking
6 literally, there actually is no one else at
7 WorldCom still employed from the Telus days?

8 A. No. I'm sure there's some staff
9 people, you know, some other people, but I don't
10 know that there's any of the management from those
11 days left.

12 Q. Could you take a second --

13 A. Mary Jo was from those days.

14 Q. Could you take a second and try to
15 recall anyone, staff or management, who is still
16 with WorldCom from those days?

17 A. Well, Scott Sullivan, our CFO, goes
18 back to somewhere in that time frame. I'm not sure
19 exactly when he started. Mary Jo Daurio. I don't
20 know of anyone else.

21 Q. Did Scott Sullivan have any involvement
22 with T.S.I. or Joel Esquenazi?

23 A. If so, I'm not aware of it.

24 Q. During the time before you moved to
25 Human Resources, do you ever recall a ten day

1 notice of termination going out to T.S.I.?

2 A. No.

3 Q. If something like that had gone out to
4 T.S.I., would it have been your responsibility,
5 sir?

6 A. I would have known about it, yes.

7 Q. To your knowledge, was the agreement
8 between Telus and T.S.I. ever amended in writing?

9 A. Not to my knowledge.

10 Q. Was it ever amended orally?

11 A. Not to my knowledge.

12 Q. During your tenure, before you went to
13 Human Resources, was service to T.S.I. ever
14 interrupted or terminated?

15 A. Not to my knowledge, no. There
16 was -- I understand there was a good relationship
17 between T.S.I. and Telus. There was no adversarial
18 role there.

19 Q. I may have asked this before, if so,
20 I'm sorry; were you involved in a document pull
21 similar to the one in Dohan, but for this case?

22 A. No, I was not.

23 Q. Were you involved in trying to locate
24 bills to T.S.I. end-users on microfiche?

25 A. No.

1 Q. Were you involved in the Dohan case, in
2 any analysis of information on magnetic tapes?

3 A. No.

4 Q. Are you familiar with a lady named
5 Betty DeSimone?

6 A. Yes.

7 Q. Does she work for WorldCom?

8 A. No.

9 Q. Do you know where she does work these
10 days?

11 A. No, I don't.

12 Q. When she did work for WorldCom, what
13 was her position?

14 A. I recall Betty being in -- I don't
15 recall what Betty did. I think at one point she
16 did order entry, but I think she eventually moved
17 into customer service.

18 Q. Did you ever supervise her?

19 A. Yes.

20 Q. Was that before you left for Human
21 Resources?

22 A. Correct.

23 Q. Do you have a rough idea of how long
24 you supervised her?

25 A. For probably all of the time up until I

1 moved to Human Resources.

2 Q. Did she take the place of Mary Jo
3 Daurio?

4 A. I don't recall.

5 Q. Was Mary Jo Daurio still involved in
6 customer service at the time that you went to Human
7 Resources?

8 A. To the best of my recollection, she
9 was.

10 Q. Was Betty DeSimone parallel with Mary
11 Jo Daurio?

12 A. I don't think they were -- are you
13 talking about as far as the pecking order?

14 Q. Yes, sir.

15 A. I don't believe so.

16 Q. Can you tell me what the difference was
17 between the work they did?

18 A. No, I can't.

19 Q. Were you involved at all, sir, in a
20 case called Telecom Recovery Corp versus Transcall,
21 sometimes also known as the Attorney General
22 investigation?

23 A. No, sir.

24 MR. PARSONS: Can you mark this the
25 next one.

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

4 BY MR. PARSONS:

5 Q. Mr. Sickle, I'm handing you and your
6 attorney a copy of Exhibit No. 15 to these
7 depositions.

8 Let me ask you, sir, if you recognize
9 that document?

10 A. I don't know that I recognize or
11 remember it. It was ten years ago, so...

12 Q. Do you see your name on it?

13 A. I do, yes.

14 Q. Do you have any doubt that you received
15 a copy of that?

16 A. No.

17 Q. Do you see at the top where it says
18 "special meeting"?

19 A. Uh-huh.

20 Q. What was the special meeting about?

21 A. Again, I don't recall specifically this
22 meeting. This was ten years ago.

23 But a quick glance of it, it was to
24 discuss the Long Distance America/Teltec merger,
25 and how to go to one billing system, and what was

1 the correct criteria for that one billing system.

2 Q. Did you have any involvement in going
3 to one billing system in that merger?

4 A. Possibly in discussions of some of
5 these parameters that -- I mean, this was the group
6 that primarily reported to Norman, and we kind of
7 operated as a committee on these kind of things.

8 Q. When Teltec became part of Galesi,
9 which became part of Telus was there a similar need
10 to go to one billing system?

11 A. That would be the same situation I'm
12 referring to.

13 Q. When Telus was acquired by ATC, was
14 there then a similar need to go to one billing
15 system?

16 A. I don't know.

17 Q. You had no involvement in that, as you
18 may have had according to the document, in the
19 prior billing change?

20 A. Not to that degree. There was more
21 than one billing system at ATC. I believe there
22 was one in San Antonio as well. So that pressing
23 need to -- it was a resource problem at Telus, and
24 I don't think that existed at ATC as badly.

25 Ultimately, I think they did go to one

1 billing system, but I wasn't involved at that
2 point.

3 Q. Do you know about what time that ATC
4 went to one billing system?

5 A. I don't recall.

6 Q. Was it before you left for Human
7 Resources?

8 A. I don't remember.

9 Q. Do you recall there being a need within
10 ATC to consolidate the Telus billing system?

11 A. I don't recall there being a need.

12 I recall the desire to shut down the
13 Miami operation, which was primarily the Telus
14 operation.

15 Q. What was the reason for that desire?

16 A. Synergies. There were duplicate
17 functions here and there.

18 Q. Did the Miami billing system include
19 the tandem computer and the Miami switch?

20 A. Yes.

21 Q. Was there a perception that the Miami
22 billing system was less accurate than the Boca
23 billing system?

24 A. Not to my knowledge, no.

25 Q. Was there a sense of there were

1 persistent problems with the Miami billing system?

2 MR. GIMBEL: Object to the form of the
3 question.

4 THE WITNESS: Not in reference to
5 wanting to consolidate, no.

6 BY MR. PARSONS:

7 Q. Was there a general sense there were
8 problems with the Miami billing system, period?

9 A. No.

10 Q. Why did you qualify your answer by
11 saying not with regard to wanting to consolidate
12 it?

13 A. Well, your implication was that we were
14 wanting to shut it down because there were problems
15 with it, and that wasn't the case, at all.

16 MR. PARSONS: Mr. Sickle, those are all
17 the questions I have for you. I appreciate
18 your being here today. The Public Service
19 Commission staff on the phone may have some
20 questions for you.

21 Are you there, Will?

22 MR. COX: Yes, I am. We have a few
23 questions.

24

25

1 CROSS EXAMINATION

2 BY MR. COX:

3 Q. Good morning, Mr. Sickle. This is Will
4 Cox, and I'm representing the commission staff. I
5 just have a few questions for you this morning.

6 The first question I have is for the
7 period from 1989 to 1992. Under whose tariff rates
8 did Transcall bill T.S.I.'s customer?

9 A. I do not know.

10 Q. You have no idea?

11 A. No, I don't.

12 Q. Okay.

13 A. I was not involved in that.

14 Q. But you stated earlier that you were
15 involved with customer service and collection; is
16 that correct?

17 A. Correct.

18 Q. But that would not entail you having
19 any knowledge of the rates?

20 A. Well, we would know what rates were
21 supposed to be billed. Whether I was given those
22 rates from a tariff or contract or sheet of paper,
23 I don't remember.

24 Q. During that same time period did T.S.I.
25 ever receive credit from Transcall for errors made

1 on T.S.I.'s customer's bills which T.S.I. gave the
2 customer credit?

3 MR. GIMBEL: I object to that part of
4 the question. I don't know if he would know
5 whether T.S.I. gave their customers credit.

6 THE WITNESS: Yeah, I wouldn't know.
7 That would have been between T.S.I. and its
8 customers.

9 MR. GIMBEL: You might be able to
10 answer the first part of that.

11 THE WITNESS: The first part being?

12 MR. GIMBEL: Do you want to re-ask that
13 or read it back?

14 MR. COX: I can re-ask it.

15 Just one second.

16 BY MR. COX:

17 Q. Did T.S.I. ever receive credit from
18 Transcall for errors made on T.S.I.'s customers'
19 bills?

20 A. Customers' bills? I don't know if the
21 origin was from T.S.I.'s customers' bills. They
22 would bring a problem to us, and we would give them
23 credit. I don't know for certain what the origin
24 of it would have been, whether it would have been
25 something that T.S.I. would have recognized from

1 their bill or the customer bill.

2 Q. How were those problems presented to
3 Transcall?

4 A. Normally, in interaction with Joel,
5 again, we back then had a good working
6 relationship, and it was just an ongoing resolution
7 of issues that we would work through.

8 Q. Did Transcall provide T.S.I. with
9 adequate support for their monthly billing
10 statement so T.S.I. could determine what amount
11 they owed Transcall?

12 A. To my knowledge, we did, yes.

13 Q. What sorts of support did you supply
14 for the monthly billing statements?

15 A. I'm not sure what you mean by that
16 question. Joel had someone to go to at all times
17 with any issues that he felt like bringing up, and
18 we would always work diligently to resolve them to
19 his satisfaction. And also erred in his favor if
20 it could not be resolved.

21 Q. Was there documentation to support the
22 monthly billing statements?

23 A. There would be whatever documentation
24 that would normally be available to us.

25 Q. For example?

1 A. For example, I can't recall Joel ever
2 needing to go back and look at CDRs or things like
3 that. For the most part we would just look at
4 probably microfiche of the bills.

5 Problems that occurred to customers
6 back then, with maybe the exception of the hung
7 trunk call, did not normally just happen to one
8 person. So if Joel brought up something, we had
9 probably heard about it someplace else and could
10 resolve it. Or he maybe was the first one to bring
11 it up, but it was normally not just an isolated
12 incident.

13 Q. Did Transcall ever directly bill T.S.I.
14 customers, and in that billing make an effort --
15 have the intent to market Transcall's service to
16 T.S.I.'s customers?

17 A. I seem to recall once in a while,
18 occasionally, once, I'm not sure how often, that
19 maybe we sent a bill to Joel's customers directly,
20 in error. I do not recall and do not think there
21 was ever any solicitation of his customers. There
22 would be no advantage to us soliciting his
23 customers. They were already on our network.
24 There would have been small incremental increase in
25 the rate per minute, so I'm not sure why we would

1 do anything like that.

2 Q. So what you're saying, if it happened,
3 it would have been some sort of error?

4 A. Correct.

5 Q. And your relationship would not have
6 allowed that type of marketing or solicitation,
7 would it?

8 A. No. Not at all. Although we did allow
9 Joel to solicit our customers.

10 Q. Did he do that?

11 A. Sure.

12 Q. Just one second.

13 Mr. Sickle, do you know if Transcall
14 ever billed a customer for 800 use where the
15 customer did not have an 800 number?

16 A. I don't recall anything like that.

17 Q. How would you respond to T.S.I.'s
18 allegation that Transcall repeatedly billed T.S.I.
19 customers directly on ATC Transcall bills in
20 violation of the contract for services already
21 billed at T.S.I.?

22 A. Let me see if I understand. You're
23 saying we would bill the end-user for usage that we
24 billed to T.S.I. as a carrier?

25 Q. That's correct.

1 A. I would say that I certainly did not
2 recall during my involvement -- I don't recall that
3 ever happening. And I certainly don't recall it
4 happening repeatedly.

5 Q. So you don't have an opinion, or you
6 don't have knowledge, one way or another, as to
7 whether that happened?

8 A. Like I said before, I remember that --
9 it seems to me one time something happened, and
10 mistakenly we sent bills directly to his
11 customers. As an ongoing, repeated problem, no,
12 I'm not aware of anything like that.

13 Q. So it was just a one time occurrence as
14 far as you can --

15 A. As far as I recollect, yes.

16 Q. Were there any other overcharges or any
17 type of improper billing practices charged by
18 Transcall to T.S.I. or its customers?

19 A. You know, I don't remember
20 specifically. But as I said before, this was a new
21 venture for both T.S.I. as well as us, and there
22 were issues that arose all the time. You know, we
23 worked through them. We had a good relationship at
24 that point.

25 And things happened, and T.S.I. was

1 pretty understanding about it. And they did stuff
2 and we were pretty understanding about it. And we
3 just worked to resolve the issues as they arose,
4 because it was a new venture for both of us.

5 Q. So it's my understanding that
6 Transcall, in this proceeding, it did provide
7 service to T.S.I. that T.S.I. would resell; is that
8 correct?

9 A. Yes.

10 Q. Now, during that time period when
11 Transcall provided service to T.S.I. for resale, do
12 you have any knowledge whether or not T.S.I. was
13 certificated by the Public Service Commission for
14 resale in Florida?

15 A. I do not know.

16 Q. Earlier with counsel you discussed the
17 greenbar reports that were sent by T.S.I. to the
18 accounting firm.

19 A. Okay.

20 Q. Can you tell me what the source of
21 those reports was, how they were developed?

22 A. Other than they were produced from the
23 billing system, I don't know much about that.

24 Q. Do you know if the source, whatever it
25 would be in the billing system, would still be in

1 existence?

2 A. I don't know. I would be surprised if
3 it was.

4 MR. COX: Thank you, Mr. Sickle.

5 MR. GIMBEL: I have none.

6 MR. PARSONS: I have no follow up, so I
7 think we're finished for today.

8 (Thereupon the taking of the deposition
9 was concluded.)

10

11

Deponent

12

13

Sworn to and subscribed before me this

14

____ day of _____ 1998.

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE OF OATH

1
2 STATE OF FLORIDA
COUNTY OF DADE
3

4 I, the undersigned authority, certify
that Dennis Sickle, personally appeared before me
and was duly sworn.

5
6 WITNESS my hand and official seal this
30th day of March 1998.

7
8 _____
ROBERT WOLINSKY
Notary Public - State of Florida
9 My Commission expires: 11-14-2001
10

REPORTER'S DEPOSITION CERTIFICATE

11
12 STATE OF FLORIDA
COUNTY OF DADE
13

14 I, ROBERT WOLINSKY, Registered
Professional Reporter, certify that I was
15 authorized to and did stenographically report the
deposition of Dennis Sickle; that a review of the
16 transcript was requested; and that the transcript
is a true and complete record of my stenographic
notes.

17
18 I further certify that I am not a
relative, employee, attorney, or counsel of any of
19 the parties, nor am I a relative or employee of any
of the parties' attorney or counsel connected with
20 the action, nor am I financially interested in the
action.

21 DATED this 30th day of March 1998.

22
23 _____
24 ROBERT WOLINSKY, R.P.R.
25

EXHIBIT _____
(DS- 14)

TELUS

TELUS COMMUNICATIONS INC

NATIONAL HEADQUARTERS
1020 N.W. 103rd Dr
Miami, FL 33157
TRADE (305) 624-2400
5PC/WAPD (305) 764-7005
SALES (305) 624-8329

JACKSONVILLE
8031 PHILLIPS HIGHWAY
SUITE ONE
JACKSONVILLE, FL 32256
(904) 737-3300

PALM BEACH
200 HYPOLUXO ROAD
SUITE 206
HYPOLUXO, FL 33462
(407) 582-1118

ORLANDO
3165 McCRORY PLACE
SUITE 215
ORLANDO, FL 32803
(407) 898-1617

FT. MYERS
4585 PALM BEACH BLVD
FT. MYERS, FL 33905
(813) 693-2100

TAMPA
5421 BEAUMONT CENTER BLVD
SUITE 680
TAMPA, FL 33634
(813) 886-2500

LICENSED BY
FEDERAL
COMMUNICATIONS
COMMISSION
FLORIDA PUBLIC
SERVICE COMMISSION

June 21, 1989

Mr. Joel Esquenazi
Telecommunications Services Inc.

Dear Mr. Esquenazi,

We have reviewed the scenarios you described to us regarding the processing of your traffic. We have four (4) methods of originating your traffic. vis-a-vis:

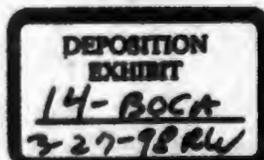
Feature Group A With Dialers
Feature Group D Equal Access
Direct Access Line
WATS Access Line

The method of processing we are exploring specifically is Feature Group A with Dialers.

All "Telecommunications Services Inc." customers will be turned up on Feature Group A with an option for international calling. If access is required through any other of the four (4) methods listed above, a different rate schedule will apply.

We can accommodate 800 service from a travel point of view and from an 800 NXX XXXX assignment method. We would need more time to develop a rate.

The issues discussed in detail are rates for domestic traffic and managing your dialer program exclusive of dialer purchase.



RATES:

IntraLATA Rates	= 11.2 cents/minute
Intrastate	= 11.7 cents/minute
N E Inter Private Line	= 12.8 cents/minute
All Other Inter	= 15 cents/minute

(Excluding Hawaii, Alaska, Puerto Rico)

All billing will be done in 6 second increments.

Dialers

We would manage all installations and maintenance aspects of your dialer program. As discussed without the purchase of dialers and ancillary equipment such as connecting block, power supplies, etc. The cost would be \$30 per line for installation and one cent per minute for upkeep and maintenance.

Joel, these are the two main areas we discussed. We would be pleased to provide offers for other services, however, I think we need to discuss them in more detail.

This letter represents a Proposal not a formal agreement which will follow.

Sincerely,

TELUUS COMMUNICATIONS, INC.


Rudolph A. McBlashan
Vice President-Operations

/jaa

Canada

3-6

RATE	
1st MIN	ADD'L MIN
0.5500	0.5200
0.6100	0.6000
0.6400	0.6300
0.6700	0.6600
0.7000	0.6900

6-11

RATE	
1st MIN	ADD'L MIN
0.3500	0.3300
0.3900	0.3900
0.4100	0.4000
0.4300	0.4200
0.4500	0.4400

KEND 11-8 :-:-

RATE	
1st MIN	ADD'L MIN
0.2200	0.2000
0.2400	0.2400
0.2500	0.2500
0.2600	0.2600
0.2800	0.2700

Hawaii
& Alaska
are your
present rates
to domestic
area (interstate)

Mexico

32	Mexico	7AM-7PM	Mon-Fri	\$1.05	\$1.50
		8PM-12MID	Sat, Sun	\$1.05	\$1.50

		7PM-7AM	Mon-Fri	\$1.25	\$1.62
		12MID-8PM	Sat, Sun	\$1.25	\$1.62

INTERNATIONAL LOCATIONS
AND SERVICE RATES

TELUS COMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME--		DISCOUNT TIME	--DISCOUNT TIME--		ECONOMY TIME	---ECONOMY TIME---	
		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN
Algeria	6AM-12NOON	\$2.70	\$1.30	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
American Samoa	5PM-11PM	\$3.07	\$1.44	10AM-5PM	\$2.91	\$1.09	11PM-10AM	\$2.32	\$0.86
Andorra	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Anguilla	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.88	\$0.59
A-tigns	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Argentina	8AM-6PM	\$2.20	\$0.94	6PM-12AM	\$1.65	\$0.71	12MID-8AM	\$1.55	\$0.66
Aruba	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.88	\$0.59
Ascension Island	6AM-12NOON	\$2.70	\$1.30	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Australia	2PM-6PM	\$2.98	\$1.14	6PM-3AM	\$2.30	\$0.87	3AM-2PM	\$2.16	\$0.88
Austria	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Bahamas	8AM-5PM	\$1.07	\$0.72	5PM-11PM	\$0.79	\$0.54	11PM-8AM	\$0.75	\$0.51
Bahrain	8AM-3PM	\$3.45	\$1.24	9PM-8AM	\$2.30	\$0.93	3PM-5PM	\$2.07	\$0.74
Bangladesh	6PM-1AM	\$4.00	\$2.03	1AM-11AM	\$1.67	\$1.32	11AM-6PM	\$2.93	\$1.21
Barbados	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Belgium	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Belize	5PM-11PM	\$2.45	\$1.03	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Benin	6AM-12NOON	\$2.70	\$1.30	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Bermuda	8AM-5PM	\$1.26	\$0.84	5PM-11PM	\$0.93	\$0.63	11PM-8AM	\$0.75	\$0.50
Bolivia	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Brazil	8AM-6PM	\$2.16	\$0.93	6PM-12AM	\$1.65	\$0.71	12MID-8AM	\$1.55	\$0.66
British Virgin Isles	8AM-5PM	\$1.47	\$0.98	5PM-11PM	\$1.09	\$0.74	11PM-8AM	\$0.88	\$0.59
Brunai	5PM-11PM	\$3.95	\$1.47	10AM-5PM	\$2.97	\$1.11	11PM-10AM	\$2.37	\$0.88
Bulgaria	1PM-2AM	\$2.22	\$1.24	7AM-1PM	\$1.66	\$0.93	2AM-7AM	\$1.32	\$0.74
Cameroon	6AM-12NOON	\$2.50	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Cayman Islands	8AM-5PM	\$1.57	\$1.05	5PM-11PM	\$1.17	\$0.79	11PM-8AM	\$0.94	\$0.63
Chile	8AM-6PM	\$2.59	\$1.10	6PM-12AM	\$1.94	\$0.83	12MID-8AM	\$1.55	\$0.66
China	5PM-2AM	\$5.57	\$1.47	2AM-11AM	\$4.17	\$1.11	11AM-5PM	\$3.34	\$0.88
Columbia	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Costa Rica	5PM-11PM	\$2.45	\$1.03	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Cyprus	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Czechoslovakia	7AM-1PM	\$2.22	\$1.24	1PM-12AM	\$1.59	\$0.90	12AM-7AM	\$1.44	\$0.81
Denmark	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Dominica	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
East Germany	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Ecuador	4PM-12AM	\$2.59	\$1.10	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Egypt	1PM-2AM	\$2.70	\$1.30	7AM-1PM	\$2.03	\$1.03	2AM-7AM	\$1.61	\$0.83
El Salvador	5PM-11PM	\$2.45	\$1.03	8AM-5PM	\$1.84	\$0.79	11PM-8AM	\$1.46	\$0.63
Ethiopia	1PM-2AM	\$2.70	\$1.30	7AM-1PM	\$2.03	\$1.03	2AM-7AM	\$1.61	\$0.83

INTERNATIONAL LOCATIONS
AND SERVICE RATES

TELUS COMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME--		DISCOUNT TIME	--DISCOUNT TIME--		ECONOMY TIME	---ECONOMY TIME---	
		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN
Fiji Islands	5PM-2AM	\$3.95	\$1.47	9AM-5PM	\$2.97	\$1.11	2AM-9AM	\$2.37	\$0.80
Finland	7AM-1PM	\$2.16	\$1.21	1PM-6PM	\$1.62	\$0.96	6PM-7AM	\$1.29	\$0.72
France	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.60	6PM-7AM	\$1.15	\$0.64
French Antilles	6AM-5PM	\$1.57	\$1.05	5PM-11PM	\$1.17	\$0.79	11PM-6AM	\$0.94	\$0.63
French Guiana	6AM-6PM	\$2.39	\$1.19	6PM-12AM	\$1.94	\$0.83	12MID-6AM	\$1.55	\$0.66
French Polynesia	5PM-11PM	\$3.67	\$1.44	10AM-5PM	\$2.98	\$1.09	11PM-10AM	\$2.32	\$0.86
Cuba Republic	6AM-12MID	\$2.38	\$1.32	12MID-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Cuba	6AM-12MID	\$2.70	\$1.30	12MID-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Cibola	7AM-1PM	\$2.16	\$1.21	1PM-6PM	\$1.62	\$0.91	6PM-7AM	\$1.29	\$0.72
Congo	7AM-1PM	\$1.63	\$1.03	1PM-6PM	\$1.30	\$0.77	6PM-7AM	\$1.29	\$0.72
Gondoloupe	6AM-5PM	\$1.57	\$1.05	5PM-11PM	\$1.17	\$0.79	11PM-6AM	\$0.94	\$0.63
Guam	5PM-11PM	\$3.29	\$1.22	10AM-5PM	\$2.47	\$0.93	11PM-10AM	\$2.32	\$0.86
Guantanamo Bay	4PM-10PM	\$1.57	\$1.03	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Guatemala	5PM-11PM	\$2.45	\$1.05	6AM-5PM	\$1.84	\$0.79	11PM-6AM	\$1.46	\$0.63
Guinea	6AM-6PM	\$2.98	\$1.30	6PM-12AM	\$2.23	\$0.97	12MID-6AM	\$1.78	\$0.77
Guinea	5PM-11PM	\$2.43	\$1.04	6AM-5PM	\$1.83	\$0.78	11PM-6AM	\$1.45	\$0.63
Hong Kong	5PM-11PM	\$2.98	\$1.14	10AM-5PM	\$2.30	\$0.87	11PM-10AM	\$2.16	\$0.80
Hungary	7AM-1PM	\$2.22	\$1.24	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Iceland	1PM-6PM	\$2.22	\$1.24	7AM-1PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
India	6PM-1AM	\$4.22	\$2.42	1AM-11AM	\$3.17	\$1.83	11AM-6PM	\$2.93	\$1.66
Indonesia	5PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-5PM	\$2.37	\$0.80
Ireland	7AM-1PM	\$1.39	\$0.98	1PM-6PM	\$1.19	\$0.72	6PM-7AM	\$1.12	\$0.68
Israel	6AM-5PM	\$2.93	\$1.03	12AM-6AM	\$2.19	\$0.79	5PM-12AM	\$2.07	\$0.74
Italy	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.13	\$0.64
Ivory Coast, Rep	6AM-12MID	\$2.70	\$1.30	12MID-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Jamaica	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.80	\$0.59
Japan	2PM-6PM	\$2.98	\$1.14		\$2.30	\$0.87	2AM-2PM	\$2.16	\$0.80
Jordan	6AM-5PM	\$3.45	\$1.34	12AM-6AM	\$2.30	\$0.93	5PM-12AM	\$2.07	\$0.74
Korea	7AM-5PM	\$2.70	\$1.30	5PM-1AM	\$2.03	\$1.03	1AM-7AM	\$1.61	\$0.83
Korea	2PM-6PM	\$3.95	\$1.47	6PM-1AM	\$2.97	\$1.11	1AM-2PM	\$2.37	\$0.80
Kuwait	7AM-5PM	\$2.70	\$0.97	5PM-1AM	\$2.02	\$0.72	1AM-7AM	\$1.91	\$0.68
Laos	7AM-5PM	\$2.38	\$1.32	5PM-1AM	\$1.94	\$0.98	1AM-7AM	\$1.54	\$0.79
Liberia	6AM-12MID	\$2.38	\$1.32	12MID-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Libya	6AM-12MID	\$2.38	\$1.32	12MID-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Liechtenstein	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Luxembourg	7AM-1PM	\$2.16	\$1.21	1PM-6PM	\$1.62	\$0.91	6PM-7AM	\$1.29	\$0.72
Macao	5PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-5PM	\$2.37	\$0.80
Malawi	6AM-12MID	\$2.70	\$1.30	12MID-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83

INTERNATIONAL LOCATIONS
AND SERVICE RATES

TELUS COMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME--		DISCOUNT TIME	--DISCOUNT TIME--		ECONOMY TIME	---ECONOMY TIME---	
		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN
Malaysia	5PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-5PM	\$2.57	\$0.88
Mexico	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Netherlands	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Norway	6AM-12NOON	\$2.30	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79
Norway	6AM-12NOON	\$2.11	\$1.00	12NOON-5PM	\$1.59	\$0.88	5PM-6AM	\$1.26	\$0.65
Netherlands	7AM-1PM	\$1.63	\$0.94	1PM-6PM	\$1.29	\$0.75	6PM-7AM	\$1.15	\$0.64
Netherlands Antilles	6AM-5PM	\$1.47	\$0.98	5PM-11PM	\$1.09	\$0.74	11PM-6AM	\$0.88	\$0.59
Nova Islands	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
New Caledonia	5PM-11PM	\$3.95	\$1.47	10AM-5PM	\$2.97	\$1.11	11PM-10AM	\$2.57	\$0.88
New Zealand	5PM-11PM	\$3.29	\$1.22	6AM-5PM	\$2.47	\$0.93	11PM-10AM	\$2.32	\$0.86
Nicaragua	5PM-11PM	\$2.45	\$1.05	6AM-5PM	\$1.84	\$0.79	11PM-6AM	\$1.46	\$0.63
Nigeria	7AM-5PM	\$2.11	\$1.00	5PM-1AM	\$1.59	\$0.88	1AM-7AM	\$1.26	\$0.65
Norway	7AM-1PM	\$1.64	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Oman	6AM-5PM	\$3.45	\$1.24	9PM-6AM	\$2.38	\$0.93	5PM-9PM	\$2.07	\$0.74
Pakistan	6PM-1AM	\$4.16	\$1.72	1AM-11AM	\$3.12	\$1.31	11AM-6PM	\$2.93	\$1.21
Panama	5PM-11PM	\$2.66	\$0.89	6AM-5PM	\$1.55	\$0.67	11PM-6AM	\$1.45	\$0.64
Papua New Guinea	5PM-11PM	\$3.87	\$1.44	10AM-5PM	\$2.91	\$1.09	11PM-10AM	\$2.32	\$0.86
Paraguay	6AM-6PM	\$2.59	\$1.18	6PM-12AM	\$1.94	\$0.83	12MID-6AM	\$1.55	\$0.66
Peru	4PM-12AM	\$2.59	\$1.18	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Philippines	5PM-2AM	\$3.36	\$1.36	2AM-11AM	\$2.32	\$0.94	11AM-5PM	\$2.57	\$0.89
Poland	7AM-1PM	\$2.22	\$1.34	1PM-12AM	\$1.59	\$0.98	12AM-7AM	\$1.44	\$0.81
Portugal	1PM-6PM	\$1.89	\$1.05	7AM-1PM	\$1.41	\$0.79	6PM-7AM	\$1.32	\$0.74
Qatar	7AM-5PM	\$3.45	\$1.24	5PM-1AM	\$2.38	\$0.93	1AM-7AM	\$2.07	\$0.74
Romania	1PM-2AM	\$2.22	\$1.24	7AM-1PM	\$1.66	\$0.93	2AM-7AM	\$1.32	\$0.74
Saint Kitts	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Saint Lucia	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Saint Pierre/Miquelon	4PM-10PM	\$1.47	\$0.98	7AM-4PM	\$1.09	\$0.74	10PM-7AM	\$0.88	\$0.59
Saint Vincent	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Salpan	5PM-11PM	\$3.87	\$1.44	10AM-5PM	\$2.91	\$1.09	11PM-10AM	\$2.32	\$0.86
San Marino	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Saudi Arabia	7AM-5PM	\$2.64	\$0.97	5PM-1AM	\$2.02	\$0.72	1AM-7AM	\$1.91	\$0.68
Senegal	6AM-12NOON	\$2.70	\$1.38	12NOON-5PM	\$2.03	\$1.03	5PM-6AM	\$1.61	\$0.83
Singapore	5PM-11PM	\$2.98	\$1.14	10AM-5PM	\$2.38	\$0.87	11PM-10AM	\$2.16	\$0.80
South Africa	6AM-12NOON	\$2.11	\$1.00	12NOON-5PM	\$1.59	\$0.88	5PM-6AM	\$1.26	\$0.65
Spain	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Sri Lanka	6PM-1AM	\$4.89	\$2.83	1AM-11AM	\$3.67	\$1.52	11AM-6PM	\$2.93	\$1.21
Suriname	6AM-6PM	\$2.59	\$1.18	6PM-12AM	\$1.94	\$0.83	12MID-6AM	\$1.55	\$0.66
Swaziland	6AM-12NOON	\$2.58	\$1.32	12NOON-5PM	\$1.94	\$0.98	5PM-6AM	\$1.54	\$0.79

INTERNATIONAL LOCATIONS
AND SERVICE RATES

TELECOMMUNICATIONS, INC

	STANDARD TIME	--STANDARD TIME--		DISCOUNT TIME	--DISCOUNT TIME--		ECONOMY TIME	---ECONOMY TIME---	
		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN		1ST MIN	ADD'L MIN
Sweden	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Switzerland	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Taiwan	5PM-11PM	\$3.96	\$1.25	10AM-3PM	\$2.52	\$0.94	11PM-10AM	\$2.37	\$0.88
Tanzania	1PM-2AM	\$2.98	\$1.32	7AM-1PM	\$1.94	\$0.98	2AM-7AM	\$1.54	\$0.79
Thailand	3PM-2AM	\$3.95	\$1.47	2AM-11AM	\$2.97	\$1.11	11AM-3PM	\$2.37	\$0.88
Togo	6AM-12NOON	\$2.70	\$1.38	12NOON-3PM	\$2.03	\$1.03	3PM-6AM	\$1.61	\$0.83
Trinidad & Tobago	4PM-10PM	\$1.57	\$1.05	7AM-4PM	\$1.17	\$0.79	10PM-7AM	\$0.94	\$0.63
Tunisia	6AM-12NOON	\$2.70	\$1.38	12NOON-3PM	\$2.03	\$1.03	3PM-6AM	\$1.61	\$0.83
Turk & Caicos Isls	8AM-3PM	\$1.47	\$0.98	3PM-11PM	\$1.09	\$0.74	11PM-8AM	\$0.88	\$0.59
Turkey	7AM-1PM	\$2.22	\$1.34	1PM-6PM	\$1.66	\$0.93	6PM-7AM	\$1.32	\$0.74
Uganda	1PM-2AM	\$2.98	\$1.32	7AM-1PM	\$1.94	\$0.98	2AM-7AM	\$1.54	\$0.79
United Arab Emirates	8AM-3PM	\$1.70	\$0.97	3PM-8AM	\$2.02	\$0.72	3PM-6PM	\$1.91	\$0.68
United Kingdom	7AM-1PM	\$1.39	\$0.83	1PM-6PM	\$1.04	\$0.63	6PM-7AM	\$0.98	\$0.59
Uruguay	4PM-12AM	\$2.39	\$1.18	7AM-4PM	\$1.94	\$0.83	12AM-7AM	\$1.55	\$0.66
Vatican City	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Venezuela	8AM-6PM	\$1.63	\$0.77	6PM-12AM	\$1.38	\$0.59	12AM-6PM	\$1.29	\$0.55
West Germany	7AM-1PM	\$1.63	\$0.92	1PM-6PM	\$1.23	\$0.69	6PM-7AM	\$1.15	\$0.64
Yemen Arab Republic	8AM-3PM	\$3.45	\$1.34	3PM-8AM	\$2.58	\$0.93	3PM-6PM	\$2.07	\$0.74
Yugoslavia	1PM-2AM	\$2.22	\$1.34	7AM-1PM	\$1.66	\$0.93	2AM-7AM	\$1.32	\$0.74
Zaire	6AM-12NOON	\$2.70	\$1.38	12NOON-3PM	\$2.03	\$1.03	3PM-6AM	\$1.61	\$0.83
Zambia	6AM-12NOON	\$2.98	\$1.32	12NOON-3PM	\$1.94	\$0.98	3PM-6AM	\$1.54	\$0.79
Zimbabwe	6AM-12NOON	\$2.98	\$1.32	12NOON-3PM	\$1.94	\$0.98	3PM-6AM	\$1.54	\$0.79
Mexico	7AM-7PM	Mon-Fri	\$1.61	\$1.30	7PM-7AM		Mon-Fri	\$1.25	\$1.02
	3PM-12MID	Sat, Sun	\$1.61	\$1.30	12MID-3PM		Sat, Sun	\$1.25	\$1.02

EXHIBIT _____
(DS - 15)

SPECIAL MEETING
RE:
LDA/TELTEC
BILLING DIFFERENTIALS
6/9/88 - 11:00 a.m.

In attendance: Juan Aleman, Gene Ladin, Dennis Sickle, Scott Drake, Jeff Kennedy. (Gail Backman attended to take notes for Norman Klugman)

The purpose of this meeting is to discuss the remaining differences between LDA's and Teltec's billing criteria for certain telephone calls which are billable using LDA's billing criteria but are not billable if we use Teltec's billing criteria.

Jeff Kennedy had prepared an outline of the billing criteria utilized by LDA and an outline of the billing criteria utilized by Teltec (copy attached). Both systems have been changed so that the billing criteria uniformly has two ticks. The Teltec system is set up to match to the next or closest NPA or NXX if the system cannot find a true match on the Bellcore list. The LDA system is being set up this way now. We have no way of determining how many calls would be effected by this.

There will be only one set of rate tables.

There are some answer qualifiers that are not billable on the Teltec system but are considered billable on the LDA system. The Teltec tariff, which is the tariff being used going forward, indicates that we use either hardware or software answer supervision to qualify whether or not the call was completed. LDA considers a call completed and billable after five rings. Time qualifiers are also used to determine call completion including whether the call was abandoned, if an illegal authorization code is being used, whether the call is to a valid number, if the call belongs on the network, etc.

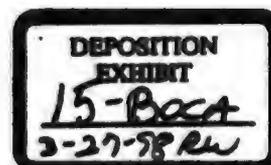
LDA BILLABLE CALL CRITERIA --- The first criteria to be considered a billable call follows these answer qualifiers:

No.	Explanation
1	Hardware answer
2	Software answer
4	Hardware answer default/ringback tone
8	No ring, voice
13	Voice after ring

All of these are billable on LDA's system if the duration is equal to or greater than nine seconds.

The second criteria be considered a billable call follows these answer qualifiers:

No.	Explanation
3	Busy or reorder tone default
7	Continuous tone
9	Noise
10	Not used
11	Continuous ring
12	Quiet after ring



The second criteria makes the call billable on LDA's system if the duration is equal to or greater than 36 seconds.

The calls are billed from second "1" if it is determined to be a billable call after the duration of seconds required has passed.

Answer Qualifier number 10 (not used) is applied if you get an answer qualifier of zero and a time qualifier of 4 (valid dialed number) and the duration is greater than the 36 seconds. This scenario would represent a billable call on LDA's system. It would not be a billable call on Teltec's system. Teltec does not bill if the call is not answered.

Teltec's tariff reads that we do not bill unanswered calls. We have software that monitors the calls being answered with an 80 percent accuracy. Dennis Sickle said that the only companies that bill utilizing an answer qualifier such as number 10 are the smaller companies. Changing Teltec's system to match LDA's in this case would create a real headache in customer service.

Scott Drake pointed out that LDA was faced with an open invitation to the customers to get all their one minute calls credited back because of this policy.

The third criteria to be considered a billable call follows these answer qualifiers:

Silence default greater than or equal to 52 seconds.

This criteria can be lowered to match Teltec's criteria for a billable call with the answer qualifier created by silence default.

Teltec does not bill based on number of rings. The company makes an effort to bill only the legitimately answered calls.

Juan Aleman stated that we know Teltec has a call completion rate of about 56 percent. LDA's call completion rate is closer to 70 - 72 percent. Considering the differential between the two call completion rates, we could improve the amount of billable traffic by a large factor if we change Teltec's system to qualify a call as billable after five rings. If we alter LDA's qualifiers to match Teltec's, we will reduce our revenue by that same differential.

As mentioned by Dennis, other problems will be created if we change Teltec's qualifier to match LDA's five ring qualifier, especially in customer service. This would also create marketing problems, because the consumers are aware of the different types of answer supervision. Many customers base their decision to sign a contract on the answer supervision method utilized by the carrier. If we bill based on number of rings (without hardware or software answer supervision), the customers will be upset with our billing and question its accuracy.

As of June 15, we are under Teltec's tariff wording. The LDA system of billing based on number of rings is not provided for in our tariff. If the decision is made to alter Teltec's system to match LDA's system, a tariff filing will have to be done, which cannot be made effective until the middle of July, if it is mailed immediately.

Scott Drake suggested that a test be done on a sample week running from Sunday through Saturday (a week with no holidays). ALL calls using Teltec's system would be rated, and again ALL calls would be rated using LDA's system. Then we can see what the differential looks like so that a determination can be made as to how big of an impact any changes will have on the company.

*Tariff
7/16
K. J. n.*

The tapes have already been done on LDA, and we can duplicate a week on Teltec's rate table. The rate tables are different on each system. The Super Saver rates are different from LDA's rates, and we know we will have a revenue hit based on the difference in the rates.

In the test, we would have to use the same rate tables to run both LDA and Teltec criteria to determine the impact of which criteria we will use going forward.

Jeff Kennedy said we can run the test through the same LDA rate tables, as the rate tables now stand, and we should be able to make the comparison. This type of test will tell us truly what the impact will be.

We will take a one week sample and run the tapes under Teltec's billable criteria to see what the impact is. We will round to the Teltec criteria for Super Saver. The billable and pricing criteria needs to be used. Any rounding to second or minute levels will be considered on the test. Juan Aleman will write up an EDP request for this. The test will take about three days and we should have the results on Monday.

Dennis Sickle asked about running the Teltec tape through the criteria LDA uses (5 rings) to determine the impact if the change is made that way. We could do the same test the opposite way and run Teltec's tape through LDA's criteria. The biggest problem we would run into in that scenario is that we are working on Teltec's tariff.

The first scenario will be run immediately. The second scenario will be run utilizing only the tape from May 31. The second test will not be ready on Monday. There were over 300,000 CDRs on the May 31 tape.

If we decide to change the tariff, it will take 30 to 60 days minimum to get this put into effect with the FPSC. Scott recommended that if we decide a tariff change is necessary, that the tariff be completely rewritten to provide for all the items in the tariff which should be altered in some way.

Gene Ladin is very concerned about accepting any reduction in revenue. Dennis Sickle thinks we must look at the long range effects of what we will be doing with any changes made. If we suddenly increase Teltec's revenue by ten percent by going with LDA's criteria, the customers will notice it immediately and begin complaining about being charged for the calls based on rings rather than answer supervision. The bill to the customers will increase substantially if we go with LDA's criteria. Our cancellation rate is very likely to go up substantially if we change to LDA's criteria. If our cancellation rate does increase, this could have a greater revenue impact than the loss of revenue by switching LDA's system to Teltec's criteria.

MEETING ADJOURNED 11:45 A.M.