

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of

DOCKET NO. 980119-TP

Complaint of Supra Telecommuni-
cations & Information Systems,
Inc. against BellSouth
Telecommunications, Inc. for
violation of the Telecommuni-
cations Act of 1966; Petition
for resolution of disputes as
to implementation and inter-
pretation of interconnection,
resale and collocation
agreements; and petition for
emergency relief.



VOLUME 3

Pages 357 through 480

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER J. TERRY DEASON
COMMISSIONER JOE GARCIA
COMMISSIONER E. LEON JACOBS, JR.

DATE: Thursday, April 30, 1998

TIME: Commenced at 9:30 a.m.
Concluded at 6:40 p.m.

PLACE: Betty Easley Conference Center
Room 152
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR
Chief, Bureau of Reporting

APPEARANCES:

(As heretofore noted.)

FLORIDA PUBLIC SERVICE COMMISSION

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(Transcript follows in sequence from
Volume 2.)

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W. KEITH MILNER

continues his testimony under oath from Volume 1:

CROSS EXAMINATION

BY MS. SUMMERLIN:

Q Good afternoon, Mr. Milner.

A Good afternoon, Ms. Summerlin.

Q Mr. Milner, let me ask you, you've made a lot of sweeping statements in your testimony about how everything that Supra has complained about all along has been fixed at this point. Is that right?

A No. I'd object to your use of the word "sweeping."

Q Okay.

A As overly generalizing what I said. In every case that I could put substantive factual information, numbers and things of that nature, references to the interconnection agreements, I have.

Secondly, have all problems been fixed and will no problems ever occur again? No. Things of human origin are imperfect. Things break. So no, everything is not perfect; it never has been, it never

1 will be.

2 Q Well, in your direct testimony on Page 3 at
3 Lines 12 through 15 you're objecting to me saying the
4 word "sweeping" and what you say there -- have you got
5 to that?

6 A Yes, I'm there.

7 Q You said "The vast majority of issues raised
8 by Supra are completely without merit or are problems
9 that were encountered early on and that have long
10 since been resolved by BellSouth.

11 What personal knowledge do you have
12 regarding these problems?

13 A I have caused there to be analyses of all of
14 the incidents that Supra alleges in their -- first of
15 all, the petition for their complaint, as well as the
16 testimony of Supra's witnesses.

17 Q So basically, far as you handling any
18 particular incident yourself, you had no participation
19 in that; is that correct?

20 A No, that's not correct. While I'm not
21 involved in day-to-day operations of responding to
22 Supra's services that they request from BellSouth, I
23 do have a role in identifying the cause of problems
24 that might be encountered in developing remedies to
25 those problems.

1 So while I'm not in the day-to-day order
2 fulfillment role, I do have a role, and have had a
3 role since early in 1996, towards identifying the root
4 cause of systemic problems and making sure those
5 things are corrected.

6 Q What kind of analyses did you have done
7 regarding Supra?

8 A Well, for example, if the complaint was
9 about a service order not being fulfilled on time, for
10 example, I directed people to go back to our logs, as
11 we call them, which is a formal record of what
12 happened during that -- the provisioning activities.
13 I spoke directly with people that were involved in
14 that operational process to see what happened and what
15 contributed to any problems that may have been
16 identified.

17 Q How many personal conversations did you have
18 with Mr. Ramos?

19 A I have never had a personal conversation
20 with Mr. Ramos. And I believe it would not be
21 appropriate for me to have such a conversation. Supra
22 has an account team that is the correct interface
23 between Supra and all of the resources within
24 BellSouth, not just me, but all of the resources,
25 should a problem be identified.

1 So, first of all, it would not be
2 appropriate. Second, I'm not sure that Mr. Ramos
3 would necessarily appreciate a comment from me knowing
4 what my role is by my initiating a conversation with
5 him.

6 Q Well, I'm not really referring to today.
7 Referring back to when these problems had arisen in
8 the relationship between Supra and BellSouth.

9 A Again, there's an account team that's there
10 for Supra to communicate with and they do on a daily
11 basis, in writing, by telephone and with face-to-face
12 meetings. And that's the appropriate direct interface
13 between Supra and BellSouth.

14 Q And you base your testimony on your
15 discussions with those people that actually did do the
16 interacting?

17 A With the account team. With the people
18 within other parts of the network -- I mean within
19 other parts of BellSouth, however, such as the Network
20 Department, that would have been engaged in fulfilling
21 Supra's request.

22 Q Would it be true from your standpoint, based
23 on the fact that you've said that these issues that
24 have been raised by Supra are without merit, when
25 Supra talks about not receiving repair services from

1 BellSouth for its customers on parity with -- or at
2 parity with what BellSouth provides for its own
3 customers, that that's a bogus statement for them to
4 be making?

5 A I don't know about your word "bogus." In
6 the testimony that I read it talked specifically about
7 provisioning and repair activities. I directed a team
8 to go back and compare BellSouth's response for its
9 own retail units with its response to Supra's request.
10 And what I found was that numbers, hard cold facts,
11 showed that we were, in fact, performing at parity
12 that's not an opinion; that's not a generalization.
13 That's hard cold numbers which you were provided as a
14 late-filed exhibit to my deposition.

15 Q Okay. Would you look at the deposition
16 transcripts, the pile that we just got identified? Do
17 you have all of them with you?

18 A I have them all here.

19 Q I want you to refer you to two specific
20 ones. I think it's Raul Mendoza and Juan Codobes.

21 A Yes, I have those here.

22 Q If you will look at Mr. Mendoza's deposition
23 transcript, and then let me just clarify what
24 Mr. Mendoza is since he's not here to testify.

25 On Page 4, at the top of the page, lines --

1 let's see, 4 through 6, Mr. Mendoza responded to a
2 question, "When did you start working with BellSouth?
3 He says "I began in '78. November of '78.

4 "Question: Okay. And have you been a
5 service tech since then? And he said "No, ma'am."
6 And he gave an overview then of his experience. On
7 Line 11 he says "When I started I was an operator for
8 approximately one year, and then went to the service
9 reps for approximately another year. Then I went
10 outside the field." Then the question was "Okay.
11 Into the service tech position." Line 16 says "Yes,
12 ma'am." Line 17 says -- the question is "So you have
13 been a service tech there for 18 years or so." And he
14 says "Approximately yes."

15 And then what -- I want to point you to a
16 later part of this deposition transcript. And I
17 apologize for it being uncomfortable to have to deal
18 with it this way, but without the live witness here to
19 testify, this is the only way to do this. Just hang
20 on one second. (Pause)

21 On Page 8, Line 16, the question is "Okay.
22 So if you go and try to do a trouble when you know
23 that it's a reseller, a customer of a reseller of
24 BellSouth local service, how do you handle that
25 situation?"

1 "Answer: I would advise the customer that
2 BellSouth is responsible to give them the service up
3 to the D point, what's called the D point, and
4 anything from there out we'll repair at no rate or at
5 no charge. But if the trouble is from that point in,
6 then there possibly will be a charge."

7 On the next page. "Question: Okay. When
8 you say possibly, what do you mean by that?" The
9 answer is "It could be different. There's a charge
10 for isolating the problem. There's a charge for
11 actually fixing problem. There is a charge just for
12 determining whether the trouble is inside the house or
13 outside the house.

14 "Question: Okay. And what will determine
15 whether they are charged?

16 "Answer: I'm sorry, I didn't hear that.

17 "Question: Okay. Let me just ask this.
18 When you get there, how do you know whether the
19 trouble is inside or outside?"

20 I'll skip down a little bit. We're talking
21 about him describing how he goes through that. But
22 down to 22.

23 "Question: If you determined that it is
24 inside, or past the point of demarcation. And you
25 know they are a reseller customer, what do you tell

1 them then?"

2 Then on Page 10, "Answer: Whether it's a
3 reseller or not makes no difference if they don't have
4 the maintenance plan. If they don't have the
5 maintenance plan they are charged just to tell them
6 the trouble is inside. If it's a reseller, it's
7 basically the same thing. They are going to be
8 charged. You know whether it's BellSouth or not, they
9 are going to be charged just to determine the trouble
10 is inside.

11 "Question: Okay. If it's a reseller
12 customer, do you know whether they have the inside
13 wire maintenance plan?

14 "Answer: No, they won't have it with
15 BellSouth.

16 "Question: Okay. Let me ask this: When
17 you go to do a trouble for a BellSouth customer, okay,
18 and you print out the information off the computer,
19 does it tell you whether or not that customer for
20 BellSouth paid for the inside wire maintenance plan?

21 "Answer: Yes, ma'am.

22 "Question: What else does it have on that
23 trouble ticket for that BellSouth customer?" And I'm
24 not going to go through all of that. Let me skip
25 down.

1 The reason I'm doing this is I want to point
2 out what the significance is of the ultimate question
3 here.

4 Question on Page 11, Line 4. "Okay. So if
5 you were dealing with a reseller customer, would you
6 know exactly the same information?" Line 7, "Yes,
7 ma'am." Line 8. "Question: Okay. You would know
8 whether or not they are paying for a inside wire
9 maintenance plan?

10 "Answer: No, ma'am.

11 "Question: You would not know that?

12 "Answer: No.

13 "Question: Would you know that for a
14 BellSouth customer?

15 "Answer: If it's indicated on the print-
16 out. Yes. Yes, I would know it. It would say, you
17 know, IP, or maintenance plan.

18 "Question: Clear this up for me. I'm sure
19 that I don't understand. If you go to do a trouble
20 for a BellSouth customer and that customer paid for
21 the inside wire maintenance plan, will you be told
22 that on the trouble ticket?

23 "Answer: Yes.

24 "Question: Okay. If you go to do the
25 trouble for a reseller customer and they are paying

1 for an inside wire maintenance plan, will you be told
2 that?

3 "Answer: No, ma'am. They can't have the
4 maintenance plan if it's a reseller with BellSouth.

5 "Question: Does the trouble ticket reflect
6 whether they are paying anybody for the inside wire
7 maintenance plan?

8 "Answer: No, ma'am.

9 "Question: So the trouble ticket doesn't
10 tell you that at all.

11 "Answer: No, ma'am.

12 "Question: Okay. So in that sense the
13 trouble ticket reflects different information for a
14 reseller customer as opposed to a BellSouth customer."

15 Then Mr. Hanna objected to the form. And
16 then we go on. And down on the bottom here, Line 25.
17 All I'm trying to figure out -- " I'm sorry, the
18 question starts on Line 23. "Let me ask you again.
19 Maybe I didn't make it clear. All I'm trying to
20 figure out is whether the trouble ticket that you get,
21 you know, the information that you get when you get
22 ready to go and do a repair call, whether that trouble
23 ticket that you get has different information for a
24 BellSouth customer than it has for the reseller
25 customer.

1 "Answer: No, ma'am. It has all of the same
2 information on both tickets. Whether it's BellSouth
3 or a reseller it will have the same information that I
4 need to know.

5 "Question: Okay. But for the reseller
6 customer, if that reseller customer is paying the
7 reseller for an inside wire maintenance plan, will
8 that information show up on the trouble ticket?

9 "Answer. No, ma'am.

10 "Question: Okay. That's what I was trying
11 to figure out.

12 "Now, let's say that you have determined
13 that the trouble is inside the unit, the house or
14 whatever, and you know that it is a reseller customer,
15 do you tell them?" It should say what do you tell
16 them, I guess.

17 "Answer: At that point they have the
18 option. I give them an option. They'll either be
19 charged for the visit once I determine the trouble is
20 inside, if they want me to isolate it or if they want
21 me to fix it, there's three different prices.

22 "Question: Okay.

23 "Answer: It's their choice.

24 "Question: You do nothing or you isolate it
25 or you fix it. Is that right?

1 "Answer: Whatever the customer asks me to
2 do.

3 "Question: Okay. But are you going to
4 charge them for any of those options; I mean, for all
5 three of those options?

6 "Answer: For one of three.

7 "Question: Let me put it this way so that I
8 can understand. Maybe I'm getting very confused. Any
9 work you do for them on that inside wire problem, will
10 you be required to charge them?

11 "Answer: To give them a ticket, yes.

12 "Question: Okay. If the individual is not
13 at home, would you be able to deal with an inside wire
14 problem of any kind?

15 "Answer: No, ma'am.

16 "Are there ever situations where you go and
17 fix something and leave a trouble ticket behind or an
18 invoice of some sort?"

19 Then there's an objection to the form. And
20 the answer appears "Okay. What kind of situations are
21 those." And he goes through that. Let me begin down
22 here.

23 Line 8, "Answer: The trouble -- that the
24 technician has determined that the trouble is inside
25 the house, that the dial tone is making it to the

1 house, the trouble is inside the house. And they have
2 the option then of calling us again or having someone
3 else fix it."

4 Let me stop one second and I will pick up
5 where we need to -- I don't want to read the entire
6 transcript.

7 MS. WHITE: Excuse me. If it will make
8 things easier, Mr. Milner has looked at these
9 depositions. So unless you want to keep reading, you
10 don't have to.

11 MS. SUMMERLIN: Okay. What I want to do is
12 I want to point out what this witness said so that we
13 can be very clear.

14 What I have already said here is enough for
15 that one. And I think that based on -- if you will
16 let me just look for a minute at Cordobes I want to
17 point out the question that is also similar in his
18 deposition.

19 Q (By Ms. Summerlin) Let me just ask you
20 before you even look for it. Is it BellSouth's policy
21 that when the repair technician visits a reseller
22 customer's residence, or living unit, and has a
23 situation where there's an inside wire problem, is it
24 BellSouth's policy that they will charge that customer
25 to fix that inside wire problem, regardless of whether

1 they have an inside wire maintenance plan with the
2 reseller?

3 **A** Let me make sure I understand the form of
4 your question. Are you asking me if the end user
5 customer will be charged if they have a inside wire
6 maintenance plan, or are you referring to BellSouth
7 charging, perhaps, Supra for work?

8 **Q** What I'm asking is when the service tech
9 visits that customer, will that service tech
10 communicate to the end user customer of the reseller
11 that they will be charged for any efforts to fix an
12 inside wire problem because they are a reseller
13 customer?

14 **A** BellSouth's policy is this: That inside
15 wire maintenance plans of companies like Supra's
16 should be treated -- the customer should be treated in
17 those instances exactly as a similarly situated
18 BellSouth customer with an inside wire maintenance
19 plan would be treated.

20 That is, if the customer has such a plan,
21 then BellSouth will make repairs that's needed and no
22 bill will be given to the end user customer.

23 Now, part of the confusion may be that the
24 BellSouth technician in those cases leaves behind a
25 piece of information, a copy of this form that

1 Mr. Mendoza refers to, that if Supra ever questioned
2 BellSouth, we could say we left a note with the end
3 user customer that we made such and such repairs on
4 this date. But that's a bill. If there's a bill
5 rendered at all, it is not to the end user customer
6 but rather to Supra. And then only in the case where
7 the end user customer does not have a maintenance
8 plan, but for whatever its reason, Supra agrees that
9 BellSouth will make the repairs at Supra's expense.

10 Q Let me point you to Mr. Cordobes' deposition
11 transcript on Page 11, Line 21. I have just a little
12 bit of this I want to read.

13 "Question: Okay. So you get your daily log
14 and you have the commitment times and you pick
15 whatever time is nearest to when you're starting out,
16 I assume, and you go to that location. Is that your
17 next step?

18 "Answer: Yes, ma'am.

19 "Question. Okay. When you get to the
20 location, what is your next procedure you're supposed
21 to follow?

22 "Answer: Knock on the door.

23 "Question: Okay. Knock on the door. Do
24 you ask the customer any particular thing? Are you
25 supposed to verify any particular thing with the

1 customer?

2 "Answer: I introduce myself as a BellSouth
3 Telecommunications employee. I then tell them that
4 we're here to repair the line and we have permission
5 from their reseller to do so because they are going to
6 get charged.

7 "Question: Let me ask you to repeat that.
8 I didn't understand exactly what you said.

9 "Answer: Okay. I introduce myself as a
10 BellSouth employee and I advise them that they are a
11 reseller customer. And if the problem is inside the
12 home, they will be charged for it since they are not
13 in our BellSouth maintenance plan. They are with the
14 reseller maintenance plan.

15 "Question: Okay. If the problem is inside
16 the home, they will be charged?

17 "Answer: Right.

18 "Question: Okay. Is that the standard
19 procedure if you have a reseller customer?

20 "Answer: That is correct.

21 "Okay: When you get the initial information
22 that tells you that it's a reseller customer, does
23 that information tell you whether or not that customer
24 has an inside wire maintenance plan?

25 "Answer: All reseller customers are the

1 same. If they have a reseller maintenance plan that's
2 with their company. As it is, we have to bill them if
3 the trouble is inside and then they work it out with
4 the reseller company that they're with.

5 "Question: So you don't even inquire with
6 them whether or not they have an inside wire
7 maintenance plan if they are a reseller company?

8 "Answer: They won't have it through
9 BellSouth.

10 "Question: So your answer is yes to that;
11 that you don't ask them that."

12 And then there's an objection to form.

13 "Answer: If it's a reseller problem, the
14 company procedure is if they have a problem inside the
15 house we have to bill them and they work it out with
16 the reseller company.

17 "Question: Okay. So what I was asking a
18 minute ago, I was just trying to make sure I
19 understand. You don't inquire and you're not supposed
20 to inquire about whether they have any kind of inside
21 wire maintenance plan.

22 "Answer: That's correct.

23 "Question: Okay. All right. So if it
24 turns out that this is a reseller customer and the
25 problem that they are complaining about is something

1 inside the house, you know, like maybe an inside wire
2 jack or whatever you call it, inside jack, what would
3 be your procedure at that point?

4 "Answer: We would then and there explain to
5 them that there is going to be a charge. We have a
6 certain rate. We explain to them the rate and they
7 decide if they want us to do it or for them to notify
8 the reseller.

9 "Question: Okay. If they notify the
10 reseller, I mean, do they do that right on the spot,
11 or can they do that right on the spot?

12 "Answer: I'm sure they could do that on the
13 spot.

14 "Question: Is that going to change what you
15 do?

16 "Answer: That will give me the permission
17 to either do it or not do it.

18 "Question: Do they have to get permission
19 before they can fix that inside problem?

20 "Answer: We need permission, we need the
21 permission. Because if they don't want us to fix it
22 we won't charge them. But if they do want us to fix
23 them, we will charge them.

24 "Question: Okay. So what you're saying to
25 them is you need to tell me, customer, whether I

1 should do this or not because I'm going to charge you.

2 "Answer: Correct."

3 That's really all I need to read I think of
4 that.

5 Is your answer still the same?

6 A You asked me a question about what the
7 policy of BellSouth is, and yes, my answer is the
8 same.

9 Mr. Cordobes is simply mistaken in his
10 understanding of that policy, unfortunately.

11 COMMISSIONER GARCIA: Why don't you tell me
12 what your policy is and distinguish it from
13 Mr. Cordobes' explanation.

14 WITNESS MILNER: Gladly. Well,
15 unfortunately, Mr. Cordobes' is mistaken on two or
16 three points, so let me sort of clarify them. He was
17 right about knocking on the door. That's polite and
18 courteous.

19 The next thing that he should have done was
20 not to introduce himself as a BellSouth
21 Telecommunications employee but rather explain that he
22 was there representing Supra instead.

23 COMMISSIONER GARCIA: Let me ask you just
24 out of curiosity. He knocks on the door and there's
25 no one there. What does the BellSouth repair person

1 do?

2 **WITNESS MILNER:** Ordinarily they would still
3 try to determine whether the trouble was inside or
4 outside of the house. If there's an external network
5 interface device, he or she would open that, would
6 unplug the inside wire from that network interface
7 device; would plug a test set in; would determine if
8 there was dial tone or there was not. If there was no
9 dial tone, then they would fix it.

10 If they determined that there is dial tone,
11 then they would leave a leave-behind card, as we call
12 it. Some people call them a doorknob card. It would
13 say -- the correct card is -- would say "I was here
14 today on behalf of Supra. Here's what I found and
15 here's what you need to do next."

16 **COMMISSIONER GARCIA:** Okay. Continue where
17 you were.

18 **WITNESS MILNER:** But that's if no one was
19 home.

20 So our technician would introduce themselves
21 as there to represent Supra. There's also a part of
22 their training, and in our methods, that says if the
23 customer asks or is confused by the fact that you
24 explained that you're there on behalf of Supra, for
25 example, although you're wearing a BellSouth uniform,

1 we give them a script that explains Supra is a
2 reseller of BellSouth services and that's really why
3 they are there. But that's really only to clear up
4 the confusion.

5 Ordinarily, if the customer does not ask or
6 doesn't appear confused, then our policy is that our
7 technician does not volunteer that information.

8 **COMMISSIONER GARCIA:** Okay.

9 **WITNESS MILNER:** At that point, the
10 technician would, again, go to the network interface
11 device, would determine if the problem is in the
12 BellSouth loop.

13 **COMMISSIONER GARCIA:** Right.

14 **WITNESS MILNER:** Or rather was in the inside
15 wire. If it's determined that the loop is okay, the
16 dial tone is successfully reaching the house, then the
17 next step is to determine whether that customer has an
18 inside wire maintenance plan.

19 Although Mr. Cordobes' was sort of back and
20 forth on whether he had the same information for a
21 BellSouth customer or for a Supra customer, in fact he
22 has the same information that shows the presence or
23 absence of an inside wire maintenance plan. The
24 technician uses information from a system called loop
25 maintenance operation system.

1 **COMMISSIONER GARCIA:** That system would tell
2 you whether Supra had a maintenance plan with the
3 customer or BellSouth had a maintenance plan?

4 **WITNESS MILNER:** It's supposed to indicate
5 either. For that very reason such that it can
6 eliminate any confusion about who gets --

7 **COMMISSIONER GARCIA:** So your service
8 representative does not have to engage in any
9 discussion in whether they have a BellSouth plan or
10 not. Your service representative would then say you
11 don't have a service plan. I'm going to have to
12 charge you \$15 a minute, or whatever, for every 15
13 minutes, or something like that.

14 **WITNESS MILNER:** That's very close.
15 Actually what our technician should say --

16 **COMMISSIONER GARCIA:** I have a service, but
17 I don't know what it is.

18 **WITNESS MILNER:** Well, you got into the
19 issue of what it would cost. And --

20 **COMMISSIONER GARCIA:** There's no
21 distinguishment? Your service representative
22 shouldn't at any point say, "Hey, if you were a
23 BellSouth customer you can service -- buy a service
24 plan for \$2 a month and this wouldn't cost you
25 anything."

1 **WITNESS MILNER:** Absolutely.

2 **COMMISSIONER GARCIA:** There's no incentive
3 for your service representative to install that person
4 in a BellSouth plan or any service plan?

5 **WITNESS MILNER:** That's correct. That's
6 correct.

7 So the presence or absence of an inside wire
8 maintenance plan would determine what actions happened
9 next.

10 But, again, our policy -- and I brought a
11 copy of that -- is very clear; that our technicians
12 are not to quote rates to Supra's end-user customers,
13 or any other ALEC's end user customers because they
14 may or may not charge the same that we do.

15 **COMMISSIONER GARCIA:** If there was the case
16 where your customer service representative saw that
17 they had inside wire maintenance, they would simply
18 bill back to BellSouth and BellSouth would bill Supra.

19 **WITNESS MILNER:** Exactly. There's never any
20 billing in that case between BellSouth and that end
21 user customer. We don't even have a mechanism for
22 doing that.

23 So our instructions are very clear, that we
24 treat inside wire maintenance plans the same.

25 Unfortunately, Mr. Cordobes' did not conform with

1 BellSouth's policy.

2 So looking at the instance where the end
3 user customer may not have a inside wire maintenance
4 plan, that customer may say, "I'd like you to make the
5 repairs anyway." And the proper procedure, and our
6 policies says, that at that point the BellSouth
7 technician contracts Supra, but doesn't quote rates
8 and that sort of thing like Mr. Cordobes implies, but
9 should contact Supra. And there were instructions,
10 even give a telephone number for Supra, to say, "Do
11 you authorize this work to be done? There's not a
12 maintenance plan for this customer, but I'll do the
13 work anyway. And I'll bill you, Supra, for any work
14 that I do."

15 **COMMISSIONER GARCIA:** What was that
16 distinction? How do you there?

17 **WITNESS MILNER:** Okay. This is the instance
18 where the end user customer does not have an inside
19 wire maintenance, but asks the BellSouth repair
20 person, technician, to make the repairs nonetheless.

21 **WITNESS MILNER:** The policy is that the
22 BellSouth technician contact Supra for authorization
23 for that work; not the end user customer. Because our
24 bill doesn't go to the end user customer. So we would
25 not be creating an expense for the end user customer,

1 but rather for Supra.

2 COMMISSIONER GARCIA: No way would BellSouth
3 directly bill Supra's customer.

4 WITNESS MILNER: No. Nor do we have a
5 mechanism. But the billing address for that telephone
6 number is Supra's mailing address, not the end-user
7 customer's. Okay.

8 COMMISSIONER GARCIA: Okay.

9 WITNESS MILNER: So Supra can authorize
10 those charges if they choose, and, in that case,
11 BellSouth would bill Supra for those charges, or --

12 COMMISSIONER GARCIA: At a discounted rate
13 which then Supra could bill directly to their customer
14 at whatever rate they decided.

15 WITNESS MILNER: I'm not sure what rate -- I
16 don't know the answer to that.

17 COMMISSIONER GARCIA: Whatever rate, then
18 Supra would be left to make a decision whether to bill
19 his client or eat it.

20 WITNESS MILNER: Exactly. They could absorb
21 that cost if they choose or pass that cost along.
22 That's one of the reasons why our work instructions,
23 you know, inform our technicians not to get into a
24 discussion of rates. Because we don't know what
25 arrangements those customers might have with Supra,

1 and whether Supra would even pass those charges along
2 or not. So that's the proper procedure, you know.

3 All I can say, first of all, is that I only
4 read these two depositions last night. I contacted
5 the authors of the methods and procedures, and also
6 the training material that BellSouth uses, so -- to
7 re-enforce my understanding of what those procedures
8 were since the first time that I talked with these
9 people about them. They, too, were a bit surprised by
10 some of the things that were said in these two
11 depositions.

12 In any event, both of the -- the area
13 managers for these two work groups have already been
14 contacted. They are in the process, probably right
15 now, of covering their technicians again on the proper
16 procedures.

17 I apologize that these two BellSouth
18 employees were not informed of the right procedure.
19 But a lot of what they said in their deposition is
20 simply not correct.

21 Q Are you through?

22 Mr. Milner, do you know how we found out who
23 these people were?

24 A I can surmise that you knew their technician
25 number from having responded to a Supra trouble

1 report. So in that regard I don't necessarily believe
2 that these two technicians are a random sample of all
3 of BellSouth's technicians.

4 Q So you think that Supra chose somebody that
5 was specifically doing this type of activity? Is that
6 what you're implying?

7 A I'm not implying anything. I'm saying
8 simply that Supra apparently knew which technician had
9 responded to certain repair calls and deposed those
10 two technicians.

11 Q Who provided the names to Supra?

12 A My counselor is raising her hand, so I
13 presume Ms. White did.

14 Q BellSouth provided the names. We didn't
15 know who these people were, is my point.

16 A You would not know. You know, what's left
17 on the card is the technician's number.

18 Q How do you explain that two service techs
19 don't have any idea about what your instructions and
20 your policies and your procedures are?

21 A Since I only read about this last night, and
22 have been here since early this morning, I don't have
23 a full explanation of that. But I can tell you at
24 that moment that that question is being asked within
25 BellSouth as to how these two technicians were not

1 properly informed of the policy.

2 Again, I'll say that the policy is very
3 clear, that Supra's customers are to be treated by our
4 technicians exactly in the same fashion as
5 BellSouth's. And those are the words that are used in
6 the training material that should have been delivered
7 to these two individuals.

8 Q What kind of monitoring program does
9 BellSouth have in place now in this new environment
10 where these kinds of apparently sticky issues come up?

11 A At the highest level would be performance
12 measures that would show on average how long it took
13 to repair Supra's customers' lines compared with
14 BellSouth's performance for its own retail customer's
15 lines.

16 Q What kind of effect do you think it would
17 have on a Supra customer for a BellSouth repair person
18 to show up at the front door and say, "Oh, you're a
19 reseller account. You're charged for that inside wire
20 thing," regardless of whether they have a plan. What
21 kind of an effect do you think that would have on
22 Supra's customer?

23 A I can't speculate what effect that would
24 have. I'll tell you I think that's inappropriate that
25 our technician said that that's what they did.

1 Q Is anybody at BellSouth going around with
2 these service techs and trying to figure out what
3 actually happens opposed to looking at time frames and
4 when some kind of trouble is completed?

5 A I'm not sure what sort of riding exercises,
6 as we call them, are done in Florida. I can almost
7 guarantee you there will be, you know, as a result of
8 these two depositions, however.

9 But, you know, there's a very elaborate set
10 of processes that have been put in place. Training
11 materials have been developed. The supervisors were
12 to have been trained. You know, how it occurs that
13 these two seem not to understand the policy, I don't
14 understand at this moment. But, again, let me tell
15 you that BellSouth's policy, while it may not always
16 be perfectly executed --

17 **COMMISSIONER GARCIA:** But you would
18 understand why someone would have a problem with this?
19 You would understand why Supra would have a problem
20 here if they're trying to get into a competitive
21 atmosphere and they went that extra mile to get a
22 customer and to compete. And your service reps are
23 saying this, especially service reps that you're sort
24 of sharing cost with; you're billing them back for.
25 You can understand why this would be a serious

1 violation to them, right?

2 **WITNESS MILNER:** Yes. I think it's
3 regrettable that our technician was not informed of
4 the policy and said the things they said they do.

5 **MS. SUMMERLIN:** I don't have any further
6 questions. But I would like to make sure we identify
7 Mr. Milner's deposition transcript.

8 **COMMISSIONER DEASON:** Mr. Milner's
9 deposition.

10 **MS. SUMMERLIN:** Yes.

11 **COMMISSIONER DEASON:** You've not handed that
12 out, have you?

13 **MS. SUMMERLIN:** Not yet.

14 **COMMISSIONER DEASON:** You wish a number
15 assigned to that?

16 **MS. SUMMERLIN:** Yes.

17 **COMMISSIONER DEASON:** Would be Exhibit 28.
18 (Exhibit 28 marked for identification.)

19 **CROSS EXAMINATION**

20 **BY MR. BOWMAN:**

21 **Q** We just have maybe one question, actually.

22 Mr. Milner, we're just trying to be totally
23 clear on what happens with the repair process.

24 If a repair technician -- or what's supposed
25 to happen, might I say -- if a repair technician

1 reaches a house of a reseller, is that repair person
2 then supposed to check with the seller to find out
3 whether or not the reseller will absorb the cost of
4 those repairs prior to making the repairs?

5 A Yes. But only in the case where it is --
6 where it's determined that the end user customer does
7 not have an inside wire maintenance plan.

8 Q If the end user customer does not have a
9 inside wire maintenance program or plan, and you just
10 said that you really didn't have a mechanism to bill
11 that end user, what happens if the technician is not
12 able to reach the reseller or the authorized
13 representative capable of approving that request?

14 A Okay. Well, the procedures I've referred to
15 a lot discuss that as well.

16 In the instance where, you know, from a
17 obvious medical condition, or other emergency
18 condition, if we're not able to contact Supra for that
19 authority, our instructions are to go ahead with those
20 repairs. And our instructions even say we understand
21 there's a risk that Supra may dispute those charges
22 later on and not be willing to pay for them, but
23 that's a risk we will take.

24 So if -- unless there's something out of the
25 ordinary. If we're not able to contact Supra for some

1 reason -- by the way, I've never heard of that
2 happening; that we got to that decision point that we
3 said we need to talk to Supra so they can authorize
4 this repair because you don't have plan -- I haven't
5 heard of any cases where we were not able to reach
6 Supra to either give us approval to go ahead or not.

7 **COMMISSIONER GARCIA:** Excuse me for a
8 second, Mr. Milner. Let me ask you, do you think it
9 would make sense to have, in your agreements with the
10 companies, the option that BellSouth bill them
11 directly? Do you think it would make sense?

12 **WITNESS MILNER:** Probably would not make
13 business sense for this reason: It would require two
14 different billing processes. One for BellSouth to
15 produce the bills that we do right now --

16 **COMMISSIONER GARCIA:** Those bills --

17 **WITNESS MILNER:** To Supra. And a separate
18 billing stream for things we might do directly for
19 Supra's end-user customers.

20 Second, I don't think Supra would really
21 want us.

22 **COMMISSIONER GARCIA:** How does it happen
23 now? I've got a plan -- let's say I didn't have a
24 plan. You come to my house to solve a problem inside.
25 And I'm a BellSouth customer, what -- and I say, yeah,

1 go ahead and bill me. How do I get billed? Do I get
2 billed in my monthly bill from BellSouth or do you
3 bill me that separate?

4 **WITNESS MILNER:** Actually neither one.
5 You're a Supra end user customer --

6 **COMMISSIONER GARCIA:** No, I'm not a Supra.
7 Let's say I'm a BellSouth customer. You showed up at
8 my house. I don't have a plan. And I say, "Fix it."

9 **WITNESS MILNER:** Okay. Yes. In that case,
10 the repair charges would show up on your monthly bill.

11 **Q (By Mr. Bowman)** You said you don't know of
12 a situation where a CLEC or an ALEC have actually
13 refused to cover repair expenses. Was that your
14 testimony?

15 **A** No. I'm sorry if I confused -- no, I don't
16 know of any problem where we've not been able to reach
17 Supra or another ALEC to determine whether it was okay
18 to go ahead or not.

19 **Q** Are you aware of any times where a CLEC has
20 said they would not cover those costs?

21 **A** No, I'm not.

22 **Q** Is it reasonable for the technician to have
23 contacted the CLEC prior to making the repairs?

24 **A** Yeah, I think it is. I don't think it's
25 appropriate for BellSouth to decide for Supra what

1 things BellSouth is going to do on behalf of its
2 customer, on behalf of Supra's customer, and for which
3 Supra would ultimately be billed by BellSouth. So
4 don't think BellSouth has a right to commit expense on
5 behalf of Supra without its permission.

6 **MR. BOWMAN:** Okay. Staff doesn't have any
7 further questions.

8 **COMMISSIONER DEASON:** Commissioner?

9 **COMMISSIONER JACOBS:** I have a brief
10 question.

11 Mr. Milner, on -- I believe it's your
12 rebuttal testimony, beginning on Page 4.

13 **WITNESS MILNER:** Yes.

14 **COMMISSIONER JACOBS:** Going over to Page 5
15 there is a discussion of the encounter that I
16 believe -- it was not Mr. Hamilton -- Mr. Reinke spoke
17 about ordering of the DS-1. And the concern I have is
18 that it appears that the original contact on that
19 was -- it says October 31st, but I'm confused about
20 that, whether or not that should be September.
21 Because on the next page over it says that the order
22 was sent back to them on October 13.

23 **WITNESS MILNER:** Yes. Sorry, didn't mean to
24 interrupt.

25 The dates on Lines 2 and 3 of Page 5 are in

1 error, and both of those dates should read November
2 4th, which would make it several days beyond the date,
3 October 31st, that's mentioned earlier.

4 **COMMISSIONER JACOBS:** Okay. I see. I guess
5 that kind of answers my second question. But that's
6 still a good, significant period of time. It would
7 have been two months almost, but now it's a month. Is
8 that a normal kind of a turnaround?

9 **WITNESS MILNER:** No, not really. In the
10 intervening time, as I point out here, apparently
11 there was a good amount of conversation between
12 BellSouth and Supra to get the orders clarified. No.
13 This is not typical.

14 DS-1 services, BellSouth fulfills a lot of
15 these orders every single day. DS-3 service is a much
16 higher capacity service, so not nearly as many, you
17 know -- probably a few a day, perhaps, in all of
18 BellSouth's nine states. But DS-1s are -- you know,
19 that's a fairly common service.

20 I think my understanding of all that I've
21 read, both of Supra's testimony and what I was able to
22 determine from my own internal investigation is that,
23 in fact, BellSouth had lost or misplaced or never
24 received the facsimile that Supra originally sent.
25 Some days later Supra contacted BellSouth and resent

1 those. That apparently started some period of time
2 where there were questions about the order itself.
3 The order was put in what we call clarification status
4 while Supra looked at the order that it had sent us.

5 I think at some point, as Supra's witness
6 pointed out, they changed their business plan, decided
7 not to pursue this, and the order was later cancelled.
8 But DS-1 service is fairly -- that's a fairly common
9 service. You may have heard the service mark that we
10 used, MegaLink. I mean there are a lot of these in
11 place. We've installed lots of these without
12 incident.

13 COMMISSIONER JACOBS: Thank you.

14 COMMISSIONER DEASON: Redirect.

15 MS. WHITE: Yes. I just have a couple of
16 questions.

17 REDIRECT EXAMINATION

18 BY MS. WHITE:

19 Q Mr. Milner, you mentioned the term "riding
20 exercises" in response to a question from Commissioner
21 Garcia. What is that?

22 A A riding exercise is one where a supervisor
23 or a manager rides with a technician. It's supposed
24 to be fairly unobtrusive. It's there to see, you
25 know, what happens on real live engagements between

1 our technicians and customers. So they ride along,
2 they observe and they take notes about what they saw.
3 It's not an evaluation of that individual, but,
4 generally, an evaluation of the process.

5 Q And, Mr. Milner, what are you personally
6 going to do to follow up on the inside wire situation?

7 A Well, I'll begin by telling you what I have
8 already done.

9 Last night I contacted BellSouth's staff
10 manager who is responsible for not only the methods
11 and procedures used by our technicians in resale
12 situations, but also developed and delivered a lot of
13 the training to our technicians.

14 I contacted that person last night to advise
15 him of what had been said in these two depositions and
16 provided that person with copies for his own
17 evaluation to see if there were places that the
18 training materials could be made more clear than they
19 already are. I think the training materials are quite
20 good, actually.

21 Secondly, I personally will see to it that a
22 thorough investigation is made to see that the
23 technicians are properly trained on these procedures
24 and that mechanisms are put in place to ensure their
25 compliance.

1 **MS. WHITE:** Thank you. I have nothing
2 further.

3 **COMMISSIONER DEASON:** Exhibits.

4 **MS. SUMMERLIN:** Commissioners, can I just
5 mention one more exhibit I forgot to mention for
6 Mr. Milner. It's his late-filed deposition exhibit.
7 I'm not sure how many he has here. I think it's
8 actually just one. Is that right, Nancy? I think
9 it's just one.

10 **MS. WHITE:** I'll have to look.

11 **MS. SUMMERLIN:** I believe it's just one.
12 What I'd like to do is have that identified as the
13 next exhibit.

14 **COMMISSIONER DEASON:** That would be
15 Exhibit 29.

16 (Exhibit 29 marked for identification.)

17 **MS. SUMMERLIN:** We have Mr. Milner's
18 deposition transcript as 28.

19 **COMMISSIONER DEASON:** Yes.

20 **MS. WHITE:** May Mr. Milner be excused?

21 **COMMISSIONER DEASON:** Yes. Thank you
22 Mr. Milner.

23 **WITNESS MILNER:** Thank you.

24 (Witness Milner excused.)

25 **COMMISSIONER DEASON:** Are there any exhibits

1 to be moved at this time?

2 MS. SUMMERLIN: I would ask to move 28 and
3 29.

4 COMMISSIONER DEASON: Without objection,
5 Exhibit and 28 and 29 are admitted.

6 MS. WHITE: Ms. Summerlin, do you want to
7 move 17 through --

8 MS. SUMMERLIN: Yes.

9 MS. WHITE: -- 27.

10 MS. SUMMERLIN: Yes. I was getting ready.

11 COMMISSIONER DEASON: 17 and 18 have already
12 been admitted. You move 19 through 27?

13 MS. SUMMERLIN: Yes.

14 COMMISSIONER DEASON: Without objection,
15 Exhibits 19 through 27 are admitted.

16 (Exhibits 19 through 29 received in
17 evidence.)

18 COMMISSIONER DEASON: Ms. Summerlin, you may
19 call your rebuttal witness.

20 MS. SUMMERLIN: Supra calls Mr. Ramos for
21 his rebuttal testimony.

22

23

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1 **OLUKAYODE A. RAMOS**

2 was called as a rebuttal witness on behalf of Supra
3 Telecommunications & Information Systems, Inc. and,
4 having been duly sworn, testified as follows:

5 **DIRECT EXAMINATION**

6 **BY MS. SUMMERLIN:**

7 **Q** Mr. Ramos, did you file rebuttal testimony
8 in this proceeding consisting of four pages?

9 **A** Yes, ma'am.

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1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 980119-TP

3 REBUTTAL TESTIMONY OF OLUKAYODE A. RAMOS

4 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

5 April 15, 1998

6
7 Q. PLEASE STATE YOUR NAME AND ADDRESS.

8 A. My name is Olukayode A. Ramos. My business address is
9 2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

10
11 Q. ARE YOU THE SAME OLUKAYODE A. RAMOS WHO PROVIDED DIRECT
12 AND AMENDED DIRECT TESTIMONY IN DOCKET NO. 980119-TP?

13 A. Yes.

14
15 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?

16 A. My testimony addresses the direct testimony of BellSouth
17 witnesses W. Keith Milner and Patrick C. Finlen.

18
19 Q. WHAT IS YOUR GENERAL REACTION TO THE POSITIONS PRESENTED
20 IN MR. MILNER'S DIRECT TESTIMONY?

21 A. Mr. Milner's testimony states that the "vast majority of
22 issues raised by Supra are completely without merit or are
23 problems that were encountered early on and that have long
24 since been resolved by BellSouth." As is clear from the
25 testimony and exhibits filed by Supra in this proceeding,
26 the issues raised by Supra do have merit and have not been
27 resolved by BellSouth. Mr. Milner states that Supra has

1 failed to give any details of the problems it has
2 experienced with BellSouth. The testimony filed by Supra
3 provides many details regarding specific problems. Mr.
4 Milner states that BellSouth "admits its part to certain
5 isolated "start-up" problems and has taken appropriate
6 action not only to resolve the individual cases, but also
7 to correct any underlying procedural problems." As my
8 amended direct testimony and that of Mr. Bradford Hamilton
9 demonstrates, Supra has continued up to the present date to
10 experience serious ongoing difficulties with BellSouth in
11 numerous areas. Mr. Milner simply categorically states
12 that BellSouth is providing everything Supra requires under
13 the Interconnection Agreement. Mr. Milner cites to the
14 number of orders Supra has placed through LENS as support
15 that BellSouth has provided access to BellSouth's
16 Operational Support Systems without specifically addressing
17 the many crippling problems that Supra has experienced with
18 the submission of these orders as well as the fact that
19 BellSouth employees have required Supra to submit a
20 tremendous number of its orders manually.

21
22 Q. HOW DO YOU RESPOND TO MR. MILNER'S REFERENCE TO
23 BELL SOUTH'S ANALYSIS OF ITS PERFORMANCE TO SUPRA FOR THE
24 MONTHS OF NOVEMBER AND DECEMBER 1997 AND JANUARY 1998?

25 A. Mr. Milner does not provide the analysis BellSouth
26 performed, nor does he provide the measurements or data

1 utilized in this analysis. Even so, he admits that
2 BellSouth's provisioning performance to Supra was
3 substantially lower than that provided by BellSouth to its
4 own retail customers.

5
6 Q. HOW DO YOU RESPOND TO THE BALANCE OF MR. MILNER'S
7 TESTIMONY?

8 A. Mr. Milner makes very general statements that BellSouth
9 has acted appropriately in response to each issue. Supra's
10 amended direct testimony provides examples of the specific
11 deficiencies Supra has experienced in BellSouth's
12 performance.

13
14 Q. HOW DO YOU RESPOND TO PATRICK C. FINLEN'S DIRECT
15 TESTIMONY?

16 A. Mr. Finlen's testimony is extremely general in that he
17 states BellSouth provides training to ALECs, BellSouth
18 requires its managers with customer service
19 responsibilities to have a commitment to service equity in
20 their performance plans, BellSouth had several meetings
21 with Supra personnel, and BellSouth publicizes revisions to
22 its procedures, specifications, and services. Supra's
23 amended direct testimony gives examples of the problems
24 Supra has continued to experience with BellSouth that
25 demonstrate that BellSouth's training offerings to ALECs,
26 as well as BellSouth's requirements of its managers and its

1 publications of revisions are inadequate to address the
2 needs of an ALEC and the fostering of local competition.

3 Mr. Finlen states that Supra did not timely pay its
4 bills. I have responded to this allegation in my amended
5 direct testimony.

6 Mr. Finlen admits that BellSouth applies Sections
7 A2.3.8A and A2.3.8B of its General Subscriber Services
8 Tariff just as Supra has described.

9 Mr. Finlen simply denies Supra's allegations that
10 BellSouth's customer service representatives have said
11 inappropriate statements to Supra customers. My amended
12 direct testimony and that of Mr. Bradford Hamilton has
13 given specific examples of such statements.

14 In summary, BellSouth's direct testimony has not
15 addressed Supra's allegations in any serious manner.

16

17 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

18 A. Yes.

1 Q **(By Ms. Summerlin)** Do you have a summary
2 of your testimony that you filed?

3 A Yes, ma'am.

4 Q Okay. Would you give it to the Commission?

5 A Commissioners, like I said earlier on today,
6 this morning, this issue is not about people, it's not
7 about people at all. It's about policies that
8 BellSouth have designed to frustrate my company. We
9 have been tortured. We have cried. We have no other
10 choice but to come to you to beg you to save us.

11 As my vice president of engineering
12 mentioned earlier on, Supra has a contract with Cisco
13 Systems for \$20 million. To date, sitting down at our
14 office, our corporate office, on 2620 Southwest 27th
15 Avenue, we have equipment worth over \$3 million
16 sitting down there doing nothing. This equipment was
17 delivered three weeks ago. This equipment was
18 supposed to have been installed if BellSouth had given
19 us those orders for the DS-3 and the DS-1. Also, we
20 have signed agreements with Lucent Technologies for
21 \$200 million for Class 5 switches. What does that
22 represent for this company? What it means to us, and
23 to the people of Florida, is that we are actually
24 serious to implement, to participate in this local
25 loop competition. And the policies that BellSouth

1 have designed to put in place are really going to
2 frustrate those efforts.

3 All along in all their testimonies and their
4 rebuttals, all they have said are basically just
5 denials, either to directly insult me, like stated in
6 Mr. Stacy's rebuttal testimony, Page 13, Line 19 --

7 **MS. WHITE:** Again, I apologize, Mr. Ramos,
8 but Commissioner Deason, he's going outside the bounds
9 of his rebuttal testimony.

10 **COMMISSIONER DEASON:** Ms. Summerlin.

11 **MS. SUMMERLIN:** I think Mr. Ramos is trying
12 to refer to other information that is referred to in
13 his rebuttal testimony. But I think he can take the
14 hint that he needs to try to stick to his rebuttal,
15 what was in the rebuttal testimony.

16 **COMMISSIONER DEASON:** Mr. Ramos, please
17 summarize your prefiled rebuttal, please.

18 **WITNESS RAMOS:** Mr. Milner's direct
19 testimony stated, the vast majority -- this is my
20 rebuttal testimony now -- Mr. Milner's direct
21 testimony said that the vast number of issues raised
22 by Supra are completely without merit, or are problems
23 that were encountered early and have been solved.
24 Those problems are still outstanding. None of those
25 problems have been addressed. We have asked for a

1 complete overhaul of the accounting -- as a matter of
2 fact, a change in the accounting, which has been
3 denied. We have asked for several information that
4 has not been given to us. We have asked for training,
5 adequate training to be able to compete effectively by
6 BellSouth. They have not given them to us.

7 They also claim they want us to be
8 successful in this environment. All of their actions,
9 everything, all of the policies that have been laid
10 down are not geared towards that.

11 Mr. Finlen's direct testimony also mentioned
12 the fact that BellSouth has properly -- has properly
13 administered the general tariff, the GSST, especially
14 Sections A2.3.8A and A2.3.8B. That, to my
15 understanding, has not been properly applied.

16 Because the way the whole thing is just
17 right now, it's creating a lot of confusion for we,
18 the resellers, and the end users as well.

19 Commissioners, the only thing I can just add
20 to what I've just said right now is to plead with you
21 that you should please look at the Telecommunications
22 Act, consider the responsibilities that the
23 Telecommunications Act has placed on incumbent local
24 exchange carriers like BellSouth and make them act
25 appropriately.

1 Thank you very much, sirs.

2 MS. SUMMERLIN: Tender the witness for
3 cross.

4 CHAIRMAN DEASON: Do you wish of the
5 testimony inserted?

6 MS. SUMMERLIN: Yes. I'm sorry.

7 COMMISSIONER DEASON: Without objection, the
8 prefiled rebuttal testimony will be inserted into the
9 record.

10 (REPORTER'S NOTE: For convenience of the
11 record, O. A. Ramos's prefiled rebuttal testimony has
12 been inserted at Page 400.)

13 MS. WHITE: BellSouth has no questions.

14 COMMISSIONER DEASON: Staff.

15 MS. KEATING: Staff has no questions.

16 COMMISSIONER DEASON: Commissioners? I
17 assume there's no redirect.

18 MS. SUMMERLIN: No redirect.

19 COMMISSIONER DEASON: Thank you, Mr. Ramos.

20 WITNESS RAMOS: Thank you very much.

21 MS. SUMMERLIN: Supra would call Wayne
22 Carnes.

23 - - - - -

24

25

1 **WAYNE CARNES**

2 was called by Supra Telecommunications and Information
3 Systems, Inc. as an adverse witness and, having been
4 duly sworn, testified as follows:

5 **DIRECT EXAMINATION**

6 **BY MS. SUMMERLIN:**

7 **Q** Mr. Carnes, I guess the appropriate thing
8 for me to do would be go ahead with you since you're
9 supposedly my witness now.

10 Do you remember me deposing you on April
11 20th?

12 **A** Yes, ma'am.

13 **MS. WHITE:** Excuse me. Just so the record
14 will be clear, do you mind asking him his name, title,
15 address and -- so we know who it is.

16 **Q** Okay. Would you please give your name and
17 address for the record?

18 **A** Wayne Carnes. I'm the regional account
19 manager located in Birmingham at 3535 Collonade
20 Parkway.

21 **Q** Can you tell us what your title is in that
22 position, or what is the title of your position?

23 **A** I'm a regional account manager.

24 **Q** Okay. And what exactly do you do as a
25 regional account manager?

1 A Well, as the account manager it is incumbent
2 upon me to help make the other CLECs successful, and
3 direct them in the appropriate ways of trying to get
4 information for them.

5 Q What was your relationship with Supra --
6 when was your first interaction with Supra?

7 A I think it was probably around July of '97.
8 I started in interconnection of May, and Supra was one
9 of my accounts. So at that time I was in the process
10 of getting them in the training, in some of our
11 training sessions. And they came to Birmingham, I
12 think, in July. Mr. Ramos and another gentlemen,
13 Joshua -- I don't recall his last name -- came for the
14 LENS training. Joshua went to the training and
15 Mr. Ramos did not.

16 Q Have you been the primary person that was
17 intended by BellSouth to interact with Supra on its
18 business relationship with BellSouth?

19 A Yes, ma'am.

20 Q So you would be the person who would know
21 the most about the problems that Supra has had
22 theoretically from BellSouth?

23 A That's right.

24 Q Exactly what is the role of an account
25 manager?

1 **A** Well, as I stated earlier, I feel like it's
2 incumbent upon the account manager to help make the
3 CLEC successful and, you know, whatever means that
4 takes. You know, getting -- coordinating meetings. I
5 know I have coordinated with the in-house billing
6 service which let's them know how they want to receive
7 the bill. I think we mentioned J. C. Bledsoe's name
8 earlier. He was involved in that meeting. As a
9 matter of fact, Mr. Ramos -- we worked on getting his
10 Q account set up at the time he was in Birmingham
11 attending the LENS session.

12 **Q** When I deposed you the other day I asked you
13 if you had some kind of system whereby you kept track
14 of the contacts that you had with Supra, or any other
15 ALEC you would deal with. Do you remember that?

16 **A** I think what you asked me was did I keep
17 phone records of -- you know, of my callbacks and
18 things of that nature and I said yes.

19 **Q** And did you -- I'm sorry.

20 **A** When I go to check my voice mail, I'll go
21 and write down in my phone log. If I get beeped,
22 obviously I don't write that down in my phone log, I
23 return the phone call. If I call them, that's not
24 written down either. Only from my voice mail.

25 **Q** So if there is any individual at BellSouth

1 that would have been seriously concerned about making
2 sure that Supra succeeded, would that be appropriately
3 considered to be you in your job?

4 **A** I think that's part of my responsibility.
5 Right.

6 **Q** Okay. As you just referred to, I had asked
7 you about whether you had some kind of system or log
8 or something of that sort. Did you provide a
9 late-filed exhibit to that effect -- or to show me
10 what you had?

11 **A** Yes, ma'am.

12 **Q** And that's identified as Late-filed
13 Deposition Exhibit WC-1

14 **A** I just went through my files and pulled out
15 anything relating to Supra.

16 **MS. SUMMERLIN:** I'd like to have this
17 late-filed deposition exhibit identified.

18 **COMMISSIONER DEASON:** It will be identified
19 as Exhibit 30.

20 (Exhibit 30 marked for identification.)

21 **MS. SUMMERLIN:** Okay.

22 **Q** **(By Ms. Summerlin)** Do you have a copy of
23 this late-filed exhibit with you?

24 **A** I do not. (Counsel hands document to
25 witness.)

1 Q **(By Ms. Summerlin)** Looking at this
2 late-filed exhibit that you've produced, Mr. Carnes,
3 this appears to be a voice mail telephone record; is
4 that right?

5 A Yes, ma'am.

6 Q Okay. There appear to have been entries
7 that are blocked out because they weren't Supra
8 related; is that right?

9 A I suppose so. I did not do that.

10 Q You didn't create this. Have you had a
11 chance to look at it?

12 A No. I mean, this is the first time I've
13 seen it since I sent it over to --

14 Q When you sent it over, does the voice mail
15 telephone record thing you have not have dates on it?

16 A No, ma'am.

17 Q Okay. A when you take down a phone message
18 from somebody you don't put a date on it?

19 A Not all the time.

20 Q Okay. Will you look through here and show
21 me a date on any of these calls, if you can.

22 A There may not be a date on there. (Pause)
23 I don't see a date on any of them.

24 Q Is that normally how you keep track of calls
25 from people in your position?

1 A In some cases I may relay some of the
2 information on to their file folder or other things.

3 Q Is there any other place where you would
4 keep track of conversations that you would have with
5 an ALEC that was in your account group?

6 A Well, if there was any kind of documentation
7 that they sent me, you know, I would have kept it in
8 their folder, or any documentation that I sent back to
9 them, I would have a copy of that also.

10 Q Do you have any kind of system that you've
11 set up where you keep track of complaints that come in
12 from ALECs and -- just let me ask you that, other than
13 this log you've got here?

14 A We do have a Action Item Log that, you know,
15 that we can update for any kind of action item that we
16 may feel necessary to, you know, put on the action
17 item.

18 Q Is that kind of a weekly agenda type thing
19 that you're talking about, the action item?

20 A Yes, ma'am.

21 Q Is there any kind of process by which you,
22 as the lead person on -- what is it, implementation
23 team or interconnection team -- or account team, I
24 guess, is what it's called?

25 A I'm on the account team.

1 Q Account team. Is there any kind of system
2 that you have created on that account team to keep
3 track of calls from ALECs about problems that reflect
4 the date that those calls were made and then
5 disseminates that information throughout the company
6 to the appropriate parties to address those problems?

7 A When I get a call, you know, I'll log it in
8 the book, although it may not have a date on it, but
9 I'll get the appropriate parties involved and try to
10 get the problem resolved.

11 Q How does BellSouth evaluate its performance
12 in responding to concerns raised by ALECs?

13 A Well, we do have report cards that the
14 account team will send out to CLECs and let them rate
15 us. And then there are also report cards sent out on
16 behalf of the interconnection piece of the business
17 reporting on the whole entire aspect -- not only the
18 account team but repair issues, and the LCSC, and
19 those kind of things.

20 Q How often are those report cards sent out?

21 A Twice a quarter -- I'm sorry, twice a year.

22 Q Twice a year?

23 A Yes, ma'am.

24 Q So Supra has had what, one report card so
25 far, or two?

1 A I don't recall how many they have.

2 Q Is that the only way that you know whether
3 or not an ALEC is happy with the relationship that
4 they have as a reseller with BellSouth?

5 A I mean in Supra's case, you know, I was
6 aware some of their issues, and, you know, that's the
7 means that we get feedback on the account team and
8 BellSouth, as a corporation, is by sending out the
9 report cards.

10 Q Okay. So you -- are you the person who
11 would be the way BellSouth finds out about the
12 problems with an ALEC that's in your group?

13 A On most of the items, yes. I mean, a lot of
14 the issues may have gone through the LCSC, which is
15 our service center. And I may get a call from someone
16 from Supra saying they weren't getting the proper
17 response from that group. And then I would get
18 involved at that time. Talk to the supervisor, or the
19 appropriate person at the LCSC.

20 Q If a ALEC was having problems where they had
21 tried to go to a different person other than you, or
22 to a different entity in the company other than the
23 account team, what kind of mechanism or procedure or
24 system does BellSouth have to make sure that everybody
25 else that is interested in this particular company or

1 this particular ALEC knows what is going on with that
2 company?

3 A None that I'm aware of.

4 Q Okay. Let me ask you, how many times did
5 you visit Supra's premises in your relationship with
6 the company?

7 A I have been there twice personally.

8 Q When was your first visit?

9 A We had another trip set up to go and
10 Mr. Ramos and Mr. Reinke was going to be out of town
11 and they didn't want us to come by at that time. The
12 two visits that I -- I was there when the advisory
13 team went in March, and I was there again in April,
14 when we sent Jerry Latham, who is the UNE Product
15 Manager, he flew down to Miami specifically to help
16 Supra with other issues they had regarding unbundled
17 network elements.

18 Q Okay. When did Supra begin its relationship
19 with BellSouth as a reseller?

20 A When they got their Q account set up, it was
21 in that July time frame.

22 Q July '97?

23 A Yes, ma'am.

24 Q And the implement team; is that right?

25 A The advisory team; the implementation team.

1 Q Now it's called advisory team?

2 A Yes, ma'am.

3 Q The first visit they made to Supra was in
4 March?

5 A That's correct.

6 Q March 24th?

7 A I think it was the 22nd, 23rd, 24th.

8 Q What was the purpose of that visit by the
9 implementation team?

10 A What the addvisory team did.

11 Q Or advisory team, I'm sorry.

12 A I think it's the same. But their job was to
13 help through issues regarding issuing orders and any
14 other issues that, you know, that the CLEC may have.

15 I do know that in the fall period,
16 September, October, November, that team was being
17 revamped. And so in that time frame there was -- to
18 my knowledge there was no implementation visits in
19 that time frame. But then there was like a six-week
20 window in order to get someone scheduled because of
21 the number --

22 Q ALECs?

23 A -- number of ALECs and the number of
24 implement teams.

25 Q When the implementation team visited Supra

1 at the end of March, what activity went on?

2 **A** I was there I think only the first day;
3 first full day I was there. I have been on some of
4 the other implementation visits, or advisory visits,
5 and they just go through the processes.

6 A lot of it is what I feel that the CLEC
7 received in training when they go to basic training.
8 Happening with LSRs. Talking about LENS. Showing
9 them how to surf the Internet for information
10 regarding BellSouth.

11 **Q** That's the kind of stuff that happened at
12 the implementation or advisory team visit?

13 **A** Yes, ma'am.

14 **Q** Teaching them how to do or looking at how
15 they were doing the LSR; local service request?

16 **A** Yes, ma'am. That's also a part of the basic
17 training class that Supra has been to. We also, when
18 they were at one of the ASOGs, which is assess
19 training class for filling out ASRs as opposed to LSRs
20 for access service. When they were in town for that,
21 Cynthia Arrington took them to the LCSC and I think
22 she sat down with one of the supervisors and gave them
23 individual training on filling out LSRs at that time.

24 **Q** And what period of time was that?

25 **A** I think that was probably in -- I'd have to

1 look, but it was --

2 Q Early fall?

3 A -- before the first of the year.

4 Q Early fall?

5 A Yes, ma'am. I think it was early fall.

6 Q Well, are you aware that Supra was -- or
7 when did you become aware that Supra had such critical
8 issues that they felt they needed to file something
9 here at the Commission?

10 A Well, from the onset, after they got their Q
11 account set up and started issuing orders I knew there
12 was problems filling out the LSRs and trying to get
13 them help with that. Their main issue was billing.
14 They didn't think they owed what we were billing them;
15 didn't think these end users belonged to them. So we
16 went through -- they had sent us about 300 numbers to
17 look at that they said were not their accounts. And
18 Cynthia Arrington and the LCSC -- I wasn't involved in
19 the process. I was plugged in and knew what was going
20 on. But they found out that that they had received
21 LSRs on all of those accounts. So after that, we got
22 another list of about 1300 and Mark Cathey, who is my
23 ABP, we said, we can't look at all 1300 of them.
24 Would it be okay if we take a sampling of those? I
25 think we wook 10%. We looked at approximately another

1 150, and all of those had LSRs associated with them
2 also.

3 Q What exactly was Supra complaining about on
4 those lines?

5 A That they weren't their customers.

6 Q That they were being charged for a time
7 period when they were not their customers; is that
8 right?

9 A I think so, that's right.

10 Q Do you know what kind of investigation
11 happened beyond finding out that at one point in time
12 they had been possibly Supra customers?

13 A Do I not know.

14 Q Would you have been a person who should have
15 known that?

16 A That would have been something about
17 billing, Ron Owen's group at the LCSC.

18 Q Well, I guess what I want to get clear is
19 who is the person who makes sure that all of these
20 disparate departments at BellSouth actually bring
21 their resources to bear on a problem when an ALEC has
22 it? Who is that person?

23 A I guess I would be the coordinator of that.

24 Q Okay. So if --

25 A But there's so many different areas. Now,

1 what I did primarily was try to get them in the proper
2 training classes, the products and services, UNE
3 classes and coordinated with the people who did the
4 training to get Supra's people in those classes.

5 Q Are you familiar with the fact that Supra
6 has stated that the training has been grossly
7 inadequate in their view?

8 A I have heard that, yes, ma'am.

9 Q When did you first hear that?

10 A I think after the products and services
11 class.

12 Q When was that?

13 A That would have been before the first of the
14 year.

15 Q Back in the fall sometime?

16 A I think so, yes, ma'am. But we also, I
17 think they went to one of the unbundled network
18 elements class and said it was one of the best classes
19 they had been to, so.

20 Q Did you report to people above your level in
21 the company that you had an ALEC that was having
22 serious difficulties with their interconnection or
23 resale arrangement with BellSouth?

24 A Mark Cathey, who is my ABP, he talked to
25 Mr. Ramos on several occasions so he was aware. And

1 any issues that -- you know, I would escalate to Mark
2 and try to get those resolved.

3 Q Do you know whether Cynthia Arrington was
4 able to help Supra in her activities with them?

5 A She was a staff person at the LCSC. Her
6 title is actually customer support manager. I know
7 she has spent a great deal of time trying to help
8 Supra. I don't know all of the details or intricacies
9 of what she has done, but I do know that she was my
10 contact at the LCSC when there were issues.

11 Q So you don't really know what the upshot was
12 of anything she did?

13 A Not entirely, no.

14 Q How many different departments did you refer
15 Supra to?

16 A In what regard?

17 Q During the time that you have been the
18 account manager?

19 A Well, let's see. We can talk about the
20 training classes, and there's three or four different
21 training classes. So I mean that's four.

22 The billing. I got them involved in the
23 enhanced billing service which is -- I coordinated
24 that meeting. As we alluded to earlier, that is what
25 happened. That's how they received their bill, and

1 that's with the J.C. Bledsoe. Also I coordinated a
2 meeting, an all-day meeting where Mr. Ramos and some
3 of his staff came to Birmingham. We spent the whole
4 day talking about unbundled network elements. And
5 collocation. On the agenda there was billing, talked
6 about CENTREX service and some other issues on the
7 agenda.

8 And then on another occasion -- I think that
9 particular meeting was in December. We had another
10 meeting in January where Mr. Ramos and, I think, John
11 Reinke came back to Birmingham, talking about the same
12 issues with collocation. And we had Gretchen Temple,
13 who is virtual collocation, and Nancy Nelson, who is a
14 physical collocation person, involved in those
15 meetings, along with Jerry Latham, who is a product
16 manager for the unbundled network elements, along with
17 bill Gulos (ph) who is also in the unbundled network
18 area. Coordinated that meeting. Also coordinated a
19 meeting where Jerry Latham, after that particular
20 meeting, we coordinated a meeting where Mr. Ramos
21 wanted some more training on unbundled network
22 elements.

23 We flew Jerry Latham to Miami, spent a day
24 actually -- I think a little over a day, was there the
25 next morning also, talking further about unbundled

1 network elements. So, I mean, that's I guess a
2 brief --

3 Q You said there were a number of meetings
4 about things; is that right?

5 A Yes.

6 Q And then you sent them to different training
7 classes or told them about different training classes?

8 A I furnished them with brochures of the
9 training, the time schedules, costs, things of that
10 nature, yes, ma'am.

11 Q Did you go back to them after they went to
12 these different meetings or these different training
13 classes and say, "Have your problems, the serious
14 issues that you seem to be having, have they been
15 resolved?"

16 A Well, one thing, they had a high turnover in
17 their employees so --

18 Q I'm sorry, Mr. Carnes --

19 MS. WHITE: Excuse me. I'd like the witness
20 to finish the answer, please.

21 MS. SUMMERLIN: Well, he's not saying yes or
22 no and that's what I was asking.

23 COMMISSIONER DEASON: Let him answer yes or
24 no. If he can answer yes or no then he may explain.

25 WITNESS CARNES: Ask the question again

1 please?

2 Q Now I've forgotten it. That was very
3 effective, Nancy. (Laughter)

4 MS. WHITE: I didn't mean that to happen.

5 WITNESS CARNES: Well, I think you asked if
6 we got anything back from the employees.

7 Q (By Ms. Summerlin) Yes, that's right.

8 A I know that each employee filled out, you
9 know, a form on what they thought about the training
10 class.

11 Q Were -- those training forms that they
12 filled out said they thought those classes were useful
13 usually, didn't they?

14 A Yes, ma'am.

15 Q But what I'm asking you is even if Supra
16 went to an one-day class on this or that or the other,
17 or a two-day class or three-day class at some point,
18 did anybody go back and try to figure out what the
19 problems they were having were addressed, regardless
20 of whether the training or any little increment of
21 training might be a good thing. No -- I don't think
22 that's the problem here. I'm just asking did anybody
23 go back to see if the problems they were having had
24 been effectively addressed?

25 A Well, I was involved with them on a daily

1 basis, so if there was still problems, I was aware of
2 them.

3 Q You were aware of them?

4 A Uh-huh.

5 Q So apparently that wasn't a successful
6 relationship then?

7 A Not in all cases -- I mean in some cases the
8 training may not have been adequate or they didn't
9 think it was adequate for that particular reason.

10 Q Is your compensation set up to provide for
11 you to basically be sort of a sales person also? I
12 mean, is that part of what you do?

13 A The compensation is set up, you know --
14 there's a dollar figure tied with this. It's a very
15 minute part of my compensation. I get paid to provide
16 good customer service and getting customers involved
17 in using some of our --

18 COMMISSIONER GARCIA: Let me ask the other
19 question. Do you benefit the more CLECs there are?

20 WITNESS CARNES: I only have a certain
21 amount.

22 COMMISSIONER GARCIA: No, no, I understand.
23 But is there an incentive for you to make -- if the
24 companies that are under you do very well.

25 WITNESS CARNES: Exactly.

1 **COMMISSIONER GARCIA:** I don't care how big
2 but there is incentive. If Supra does more business
3 you do better.

4 **WITNESS CARNES:** Exactly. It's incumbent on
5 the account team if the CLEC does well, then you know
6 BellSouth does well, so in that case I would do okay
7 also.

8 **COMMISSIONER GARCIA:** Thank you.

9 **Q** **(By Ms. Summerlin)** Could you also look at
10 it from the point of view that if Supra bought more
11 products from BellSouth that that would be a good
12 thing for you?

13 **A** Exactly. Yes, ma'am.

14 **Q** Okay. Basically what -- I just need to get
15 clear now, were you aware that these problems existed
16 at this point in time after all of this time?

17 **A** And which problems are you alluding to?

18 **Q** I'm talking about the problems we have been
19 talking about in this proceeding?

20 **A** I was aware that there was a billing issue
21 problem on the encrypted part.

22 **Q** What did you do about that?

23 **A** I called the meeting and we met with J. C.
24 Bledsoe. He was part of the agenda at one of the
25 meetings. We addressed that. I actually filled out

1 what we have is called a BFR, bona fide request, and
2 sent to the appropriate people see if we could get
3 that included in there and it was turned down.

4 Q You submitted something on behalf of Supra
5 to try to get the billing addresses presented on the
6 DAB; is that what you're saying?

7 A Yes, ma'am.

8 Q And it was turned down?

9 A Yes, ma'am. I don't know why.

10 Q You don't know why. Okay. All right.

11 You were aware of all of these other
12 problems too? Pretty much?

13 A You keep says "problem" but you're not
14 saying exactly --

15 Q I guess like repair problem. The problems
16 that Supra has said that the repair calls are not
17 coming to their office. The problems they're having
18 with repair technicians. The problems they're having
19 with customer contacts, the problems they have been
20 having with electronic systems that have been provided
21 to them so that they cannot put their orders through
22 in a way that they can possibly do business. Those
23 kinds of problems are what I'm talking about.

24 A When you say putting their orders through a
25 system, I know they have LENS, you know, so they can

1 use LENS for inputting orders.

2 Q Okay.

3 MS. SUMMERLIN: I don't have any further
4 questions.

5 COMMISSIONER DEASON: Ms. White.

6 MS. WHITE: I just have a couple.

7 CROSS EXAMINATION

8 BY MS. WHITE:

9 Q Mr. Carnes, did you send Supra an
10 application for a daily usage file?

11 A Yes, ma'am.

12 Q What does the daily usage file do?

13 A It's called the ODUF file and it gives them
14 daily usage on their end users so they can properly
15 bill on a daily basis if need be.

16 Q When did you send that application to Supra?

17 A It was after the implementation team was
18 there, which that would have been late March.

19 Q And have you gotten a reply back from Supra
20 on that?

21 A Not to my knowledge.

22 Q Now, when you discuss the 1500 to 1600
23 customers that you were asked to investigate their
24 records, do you recall that?

25 A Yes, ma'am.

1 Q Were those the customers that had alleged
2 that they were slammed by Supra?

3 A I really don't know that they were alleged
4 that they were slammed. I guess they called back the
5 business office and wanted to be converted back to
6 BellSouth, so I would say yes.

7 Q How many ALEC accounts are you responsible
8 for?

9 A I have 18.

10 Q And how much time have you spent on Supra
11 compared to your other accounts?

12 A Far more.

13 MS. WHITE: Thank you. I have nothing
14 further.

15 COMMISSIONER DEASON: Staff.

16 CROSS EXAMINATION

17 BY MR. BOWMAN:

18 Q Mr. Carnes, have there been any problems
19 with respect to you as the account manager and Supra
20 personally? Has Supra complained about your
21 performance personally?

22 A I know they asked for me to be removed off
23 the account team. I mean, they had a lot list -- not
24 whole list, but I think they had four people on the
25 list they wanted removed. I was the only one that was

1 on the account team. The other people were in the
2 collections department.

3 Q Was there a particular reason that they
4 wanted you removed?

5 A Well, to be honest, that's the first time
6 I've ever been asked to be removed off of any account.
7 So I know from my point of view, I was wanting them to
8 be successful, so I knew that they -- I don't know
9 if -- it wasn't directed towards me personally, I
10 don't think, it's just that they had just had so many
11 issues -- I really don't know why they wanted me
12 replaced.

13 I know Mark Cathey, Mr. Ramos talked to Mark
14 about it and Mark told him he thought I was the best
15 person to be on that account at this time.

16 Q Okay. With regard to the billing and
17 ordering problems raised by Supra, is it your
18 understanding that the problems are mainly related to
19 a lack of training and/or information, or is it
20 related to a lack of technical capability on the part
21 of Supra or BellSouth, for that matter?

22 A I mean, I alluded to it earlier, that they
23 had a lot of turnover in their employees. And we sent
24 lots of people through the LENS training class, which
25 is the way they were inputting their orders.

1 I don't think it was a lack of
2 understanding, or it was -- and it wasn't anything
3 that BellSouth was doing wrong on their services as
4 far as I'm concerned.

5 **COMMISSIONER GARCIA:** Let me ask you, who
6 are your other -- you said you service 18 -- if this
7 is nonconfidential, I assume it's not, right?

8 **MS. WHITE:** I'm going to say it's not
9 confidential. Make an executive decision here.

10 (Laughter)

11 **COMMISSIONER GARCIA:** Who are some of your
12 other clients, just to get a perspective of what
13 you're dealing with.

14 **WITNESS CARNES:** It's a good mixture of
15 people who are strictly just resellers of our
16 services. A lot of those customers go after, I guess,
17 what we would call is the credit challenge people who
18 couldn't get service with BellSouth. There are a lot
19 of those. That's a big market. Some of my customers,
20 some of my CLECs are in that and that's it. And then
21 I have other customers like Supra who are facility
22 based.

23 **COMMISSIONER GARCIA:** Give me another name.

24 **WITNESS CARNES:** Orlando Telephone Company,
25 Telephone Company of Central Florida. Orlando Digital

1 Telephone. Allegiance Telecom in Atlanta, Talk
2 Solutions in Atlanta. ALEC in Paduka, Kentucky. I
3 mean, I can go on.

4 COMMISSIONER GARCIA: Hopefully you can only
5 name 18, right. 18 is the ones you deal with.

6 WITNESS CARNES: That's right.

7 COMMISSIONER GARCIA: Thank you.

8 MR. BOWMAN: That's all the questions Staff
9 has.

10 COMMISSIONER DEASON: Commissioners?

11 COMMISSIONER JACOBS: I have one question.

12 Earlier we -- you spoke with Mr. Ramos about
13 the episode I think it was your orientation team came
14 in to Supra and there was an episode there where an
15 order was put in by the BellSouth team that wasn't
16 accepted. Were you a part of that orientation team?
17 Are you familiar with that episode?

18 WITNESS CARNES: As the account manager, I'm
19 kind of lead person on the implementation team or
20 advisory team.

21 I wasn't there at the time -- I think they
22 did that on the second or third day of the visit and I
23 was only there -- my primary responsibility is, you
24 know, be there to introduce the appropriate people and
25 get the meeting started. And sometimes I don't stay

1 the full two or three days. In that particular case I
2 had another meeting in Atlanta I had to go to.

3 COMMISSIONER JACOBS: Are you aware of what
4 were the problems with that order. Why it was
5 rejected?

6 WITNESS CARNES: No, sir, I am not.

7 COMMISSIONER DEASON: Redirect?

8 MS. SUMMERLIN: No, sir.

9 MS. WHITE: May Mr. Carnes be excused?

10 COMMISSIONER DEASON: Yes. Thank you,
11 Mr. Carnes.

12 MS. SUMMERLIN: I would ask to move the
13 Late-filed Depo Exhibit 30.

14 COMMISSIONER DEASON: Are we going to be
15 pride a copy of that?

16 MS. SUMMERLIN: Yes. I thought the --
17 late-filed. What I'm saying is the deposition
18 transcript, I'm sorry. Oh, wait. No, it the
19 late-filed depo. I'm sorry. I don't have an extra
20 copy of that right now.

21 COMMISSIONER DEASON: My concern is that the
22 court reporter get a copy.

23 MS. SUMMERLIN: We'll make sure she gets
24 one.

25 COMMISSIONER DEASON: Exhibit 30 will be

1 admitted without objection.

2 (Exhibit 30 received in evidence.)

3 COMMISSIONER JACOBS: What was that?

4 COMMISSIONER DEASON: Late-filed deposition
5 exhibit of Mr. Carnes.

6 COMMISSIONER JACOBS: Deposition Exhibit of
7 Carnes.

8 COMMISSIONER DEASON: It was not provided to
9 us.

10 MS. KEATING: We would like a copy too.

11 MS. SUMMERLIN: Okay. We'll try to get a
12 copy.

13 COMMISSIONER DEASON: We'll take a 15-minute
14 recess at this time.

15 (Brief recess.)

16 - - - - -

17 CHAIRMAN JOHNSON: Call the hearing back to
18 order.

19 MS. WHITE: BellSouth calls David Scollard
20 to the stand.

21

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25

1 **DAVID PATRICK SCOLLARD**

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

5 **DIRECT EXAMINATION**

6 **BY MS. WHITE:**

7 **Q** Mr. Scollard, would you please state your
8 name and address for the record?

9 **A** Yes. David Patrick Scollard, 600 North 19th
10 Street, Birmingham, Alabama.

11 **Q** By whom are you employed?

12 **A** BellSouth Telecommunications.

13 **Q** And in what capacity?

14 **A** I'm the manager in the Customer Billing
15 Services organization.

16 **Q** Have you previously caused to be prepared
17 and prefiled in this case rebuttal testimony
18 consisting of 12 pages?

19 **A** Yes, I have.

20 **Q** Do you have any corrections or additions to
21 make to that testimony at this time?

22 **A** No, I do not.

23 **Q** If I were to ask you the same questions that
24 were posed in your prefiled rebuttal testimony today,
25 would your answers to those questions be the same?

1 **A** Yes.

2 **Q** I'd like to have the rebuttal testimony of
3 Mr. Scollard inserted into the record as if read.

4 **COMMISSIONER DEASON:** Without objection it
5 shall be so inserted.

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1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF DAVID P. SCOLLARD
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 980119-TP
5 APRIL 15, 1998
6
7

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

10

11 A. I am David P. Scollard, Room 26D3, 600 N. 19th St., Birmingham, AL
12 35203. My current position is Manager, Customer Billing Services at
13 BellSouth Telecommunications ("BellSouth"). In that role, I am
14 responsible for overseeing the implementation of various changes to
15 BellSouth's Customer Records Information System ("CRIS") and
16 Carrier Access Billing System ("CABS").
17

18 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.
19

20 A. I graduated from Auburn University with a Bachelor of Science Degree
21 in Mathematics in 1983. I began my career at BellSouth as a Systems
22 Analyst within the Information Technology Department with
23 responsibility for developing applications supporting the Finance
24 organization. I have served in a number of billing system design and
25 billing operations roles within the Customer Billing Services

1 organization. Since I assumed my present responsibilities, I have
2 overseen the progress of a number of billing system revision projects
3 such as the implementation of the 1997 Federal Communications
4 Commission ("FCC") access reform provisions, billing of unbundled
5 network elements ("UNEs"), as well as the development of billing
6 solutions in support of new products offered to end user customers. I
7 am familiar with the billing services provided by BellSouth to local
8 competitors, interexchange carriers and BellSouth's end user
9 customers.

10

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY BEING FILED
12 TODAY?

13

14 A. The purpose of my rebuttal testimony is to address allegations made
15 by Supra witness Mr. Ramos concerning the billing products and
16 capabilities BellSouth offers to Alternative Local Exchange Companies
17 ("ALECs"), in general, and Supra, specifically.

18

19 Q. MR.RAMOS, ON PAGE 17 OF HIS DIRECT TESTIMONY, ALLEGES
20 THAT BELL SOUTH HAS FAILED TO PROPERLY IMPLEMENT THE
21 PROVISIONS OF THE INTERCONNECTION AGREEMENT IN THE
22 AREA OF BILLING AND THAT THIS IS SOMEHOW PART OF A
23 DESIGN TO ASSURE THAT RESELLERS DO NOT SUCCEED. DO
24 YOU AGREE WITH ANY PART OF THAT ALLEGATION?

25

1 A. Absolutely not. BellSouth makes available to ALECs a number of billing
2 output media and interfaces that allow the ALECs to support their end
3 users in substantially the same manner that BellSouth supports its own
4 retail customers. These options include bill formats available to
5 BellSouth's retail customers with additional capabilities such as the
6 Daily Usage Feed that includes records detailing billable events
7 connected with an ALEC's end users. Supra has also been offered
8 these same billing options in Attachment 7 of its Interconnection
9 agreement with BellSouth. I would like to point out that in no part of
10 either Supra's resale or interconnection agreement is there language
11 that suggests BellSouth will perform end user billing on Supra's behalf.
12 Most of Mr. Ramos' allegations deal with billing functions that Supra
13 itself should be performing for its end users. Supra's inability to
14 adequately perform that function does not obligate BellSouth to do it for
15 them.

16

17 Q. MR. RAMOS, ON PAGE 12 OF HIS DIRECT TESTIMONY, ALLEGES
18 THAT BELL SOUTH HAS NOT PROVIDED DAILY USAGE DATA THAT
19 WOULD ALLOW IT TO PROVIDE LOCAL EXCHANGE SERVICES TO
20 ITS END USERS. HOW DO YOU RESPOND TO THAT
21 ALLEGATION?

22

23 A. To date, Supra has not requested the Daily Usage Feed that is
24 provided for in Attachment 7 of its Interconnection Agreement with
25 BellSouth. The process to request this capability is simple. A

1 telephone call or memo to the ALEC's BellSouth Account Executive
2 starts the process to initiate the necessary testing timelines and
3 procedures. If it did request this interface, Supra could input the
4 records contained on the daily files into its systems to bill its end users
5 for billable events such as measured local calls, intra-LATA toll calls
6 carried by BellSouth and other billable activities in substantially the
7 same manner as BellSouth does its own end users.

8

9 Q. MR. RAMOS, ON PAGE 17 OF HIS DIRECT TESTIMONY, STATES
10 THAT BELL SOUTH HAS NOT LIVED UP TO ITS RESPONSIBILITIES
11 IN THE AGREEMENTS. IN PARTICULAR, MR. RAMOS POINTS TO
12 PERCEIVED LIMITATIONS IN CLUB AND THE DISKETTE
13 ANALYZER BILL THAT RESTRICTS SUPRA FROM BILLING ITS END
14 USERS. WHAT ARE THESE TWO BILLING CAPABILITIES?

15

16 A. CLUB stands for Customized Large User Bill. It is a billing capability
17 offered to BellSouth's retail customers as well as to ALECs that allows
18 them to sort billed charges in a number of different levels and options
19 tailored to what the customer requires. Diskette Analyzer Bill ("DAB"),
20 is a billing media that can be loaded on a customer's Personal
21 Computer and perform a number of functions in working with
22 BellSouth's billed charges. With DAB, a customer can produce
23 customized reports, view information, and summarize billed charges to
24 a number of different levels. In addition, the information on DAB can be
25 exported to one of a number of generally available spreadsheets or

1 database applications to integrate billing data with the customer's own
2 systems. A DAB user is provided with a number of instructional
3 manuals including the "DAB User's Guide", the "Beyond DAB"
4 document and numerous electronic help documents included on the bill
5 files mailed to the customer each month.

6

7 Q. IN A NUMBER OF PLACES IN MR. RAMOS' DIRECT TESTIMONY,
8 STATEMENTS ARE MADE THAT BELL SOUTH'S BILLING OUTPUTS
9 DO NOT SUPPLY BILLING ADDRESSES FOR SUPRA'S OWN END
10 USERS. THE TESTIMONY GOES SO FAR AS TO STATE THAT
11 SUPRA'S BILLING ADDRESS IS USED INSTEAD OF THE END
12 USER'S. DOES THIS USE OF BILLING ADDRESSES SURPRISE
13 YOU AT ALL?

14

15 A. Of course not. As Supra begins serving the end user via the local
16 resale provisions of its BellSouth contract, Supra becomes the billed
17 party for all facilities and services ordered from BellSouth. BellSouth no
18 longer has responsibility for where the end user wants his bill sent.
19 BellSouth's concern is serving Supra as the customer of record.
20 Therefore, the billing address that is of importance to BellSouth is that
21 of Supra. The responsibility for billing the end user customers shifts
22 from BellSouth to Supra. As such, Supra's records and systems should
23 track where the end user wants to be billed. BellSouth has no more
24 responsibility for or interest in keeping billing information about Supra's
25 end users than Supra does in keeping information about BellSouth's

1 end users. That duty is for Supra to perform, not BellSouth. The
2 manner in which address information is provided to Supra on its DAB is
3 identical to the way the same information is provided to BellSouth's
4 retail DAB users.

5

6 Q. MR. RAMOS, ON PAGE 18 OF HIS DIRECT TESTIMONY, CLAIMS
7 THAT THE DAB CAPABILITIES PROVIDED TO AN ALEC ARE
8 SOMEHOW INFERIOR TO BILLING SERVICES THAT BELL SOUTH
9 PROVIDES TO "REGULAR RESIDENTIAL CUSTOMERS". DO YOU
10 AGREE WITH THIS?

11

12 A. No. Mr. Ramos uses bulk-billed items such as E-911 as examples of
13 charges billed at a more detailed level to residential customers than to
14 ALECs via DAB. This simply is not true. These charges are billed at
15 identical levels of detail for all customers. If they are billed at a certain
16 level of detail for residence customers, then they are at the same level
17 of detail for ALEC customers. I will point out, however, that DAB
18 provides for non-rated usage information for certain types of these
19 charges at a more detailed level than that displayed on the bill. For
20 example, directory assistance charges are generally bulk-billed at the
21 customer's billing number level. However, there are records within the
22 DAB files which provide information for directory assistance usage at a
23 line number level. So, if anything, the capabilities being made available
24 to ALECs provide for more detail than is usually available to residential
25 customers.

1

2 Q. IS THERE ANY BASIS, THEN, IN THE STATEMENT THAT
3 BELLSOUTH DOES NOT PROVIDE ADEQUATE BILLING DATA TO
4 SUPRA PURSUANT TO ITS AGREEMENTS?

5

6 A. No. BellSouth provides billing information that allows the ALEC to
7 substantiate the charges it is being billed by BellSouth and to identify
8 which ALEC account is being charged. Section VII.K of BellSouth's
9 resale agreement with Supra specifically states that BellSouth will not
10 provide end user billing and collection services. Supra, as the provider
11 of local service to the end user, could use the billing information
12 provided via CLUB, DAB and other billing options provided to it, in
13 combination with additional data that it would maintain about its own
14 end users, to perform end user billing functions.

15

16 Q. MR. RAMOS GOES ON AT GREAT LENGTH IN HIS TESTIMONY
17 ABOUT THE SERVICE ADDRESSES THAT ARE PROVIDED FOR
18 EACH END USER ON A DAB. IS THE SERVICE ADDRESS
19 GENERALLY CONSIDERED BILLING INFORMATION?

20

21 A. No. However, DAB provides customers, whether retail users of DAB or
22 ALECs, with a partial service address associated with customer
23 facilities for certain report options. The "DAB User's Guide" and
24 "Beyond DAB" documents provide the specifications and instructions
25 as to how to access each of the report options. After reading these

1 documents, a DAB user can quickly become familiar with the
2 information provided with each report option.

3

4 Q. MR. RAMOS INDICATES THAT SUPRA CAN ONLY HAVE THE
5 SERVICE ADDRESS ON ONE OF TEN REPORT FORMATS. IS THIS
6 TRUE?

7

8 A. Generally, yes. The DAB specifications allow for an option that will
9 print information for each account which includes service addresses.
10 As I have stated earlier, the address is not included on every report
11 option.

12

13 Q. ON PAGES 17 AND 19 OF HIS DIRECT TESTIMONY, MR. RAMOS
14 STATES THAT THE SERVICE ADDRESS ON DAB OUTPUT MEDIA
15 IS SOMEHOW ENCRYPTED AS BINARY DATA SO THAT AN ALEC
16 CAN NOT USE IT. IS THERE ANY TRUTH TO ANY OF THIS
17 ALLEGATION?

18

19 A. Not at all. Supra can easily create a spreadsheet, including service
20 addresses, using, as input, the DAB bill created for Supra. The
21 instructions contained in the "Beyond DAB" document can be used to
22 import the information to the spreadsheet application. I will add that a
23 copy of this same "Beyond DAB" document was provided to Supra in
24 August, 1997. If Supra were to take the time to perform the tasks as
25 documented, it would find that the service address is available in

1 usable, ASCII, comma-delimited data format as per the specifications
2 in the DAB documents.

3

4 Q. MR. RAMOS ALSO ALLEGES, ON PAGES 19 AND 20 OF HIS
5 DIRECT TESTIMONY, THAT BELL SOUTH IS RETAINING END USER
6 BILLING ADDRESS INFORMATION AND KEEPING THAT
7 INFORMATION "HIDDEN" FROM SUPRA. WHAT IS YOUR
8 RESPONSE TO THIS?

9

10 A. When a customer leaves BellSouth to be served by an ALEC, such as
11 Supra, a service order is written and processed to effect this change in
12 the Customer Records Information System ("CRIS"). In an effort to
13 effect this change in as seamless a manner as possible, the process
14 has been streamlined to change only those data items that are
15 absolutely required. Since BellSouth no longer uses the billing address
16 of the end user, that data item need not change. Therefore, it is
17 retained. The ALEC has access to this data via the Customer Service
18 Record ("CSR") process. So, whether the ALEC is viewing the CSR in
19 the pre-ordering and ordering interfaces or whether the ALEC is
20 provided the CSR by paper means, that information is readily available.
21 The end user billing address is not needed to provide billing to Supra,
22 so, as I have stated earlier, it is not picked up in the billing system nor
23 provided on billing outputs. When a customer comes back to
24 BellSouth, the process is reversed. Since the billing address is still on
25 the CSR, it would be on the account that is established as BellSouth

1 resumes the responsibility of end user billing. I would point out that the
2 billing address is verified as the customer applies to BellSouth for
3 service since a number of changes may have occurred while the
4 customer was served by the ALEC.

5

6 Q. MR. RAMOS STATES THAT THE LEVEL OF SUPPORT THAT
7 SUPRA HAS RECEIVED FROM BELL SOUTH EMPLOYEES IN
8 WORKING THROUGH BILLING ISSUES HAS BEEN DEFICIENT.
9 WOULD YOU CARE TO COMMENT ON THIS STATEMENT?

10

11 A. Yes. I have reviewed with the support staff in the Customer Billing
12 Services group within BellSouth the actions taken in an attempt to
13 satisfy this customer. BellSouth has clearly demonstrated over the past
14 year a commitment to go above and beyond the call of duty in its
15 efforts. BellSouth employees have met with vendors that Supra was
16 negotiating with in an effort to explain, yet again, the specifications of
17 the various billing options. BellSouth employees have worked with a
18 number of different programming staffs employed by Supra to assist in
19 any way possible to answer the technical questions that they had for
20 the options being considered. Many times these questions were
21 connected with industry standards where the answers could have just
22 as easily been directly obtained from the industry documentation by
23 Supra's staff. If an answer was not readily available, then BellSouth
24 was, and still is, committed to quickly finding the answers. Toward the
25 end of 1997, BellSouth employees met on almost a daily basis with

1 Supra employees and vendors to iron out details and questions. It is
2 unclear at this point if anything will satisfy Supra short of providing
3 billing directly to Supra's end users which is contrary to the policies of
4 BellSouth at this time.

5

6 Q. ON PAGE 42 OF HIS DIRECT TESTIMONY, MR. RAMOS STATES
7 THAT BELL SOUTH REFUSED TO CONSIDER ADJUSTMENTS FOR
8 BILLING DISPUTES WITH BELL SOUTH AND THAT MR. RAMOS
9 WAS TOLD BY A BELL SOUTH EMPLOYEE, MRS. CYNTHIA
10 ARRINGTON, THAT HE SHOULD REFER HIS COMPLAINT TO THE
11 FLORIDA PUBLIC SERVICE COMMISSION. IS THERE ANY TRUTH
12 TO THIS ALLEGATION?

13

14 A. No. The Local Carrier Service Center staff, including Mrs. Arrington,
15 investigated hundreds of line numbers that Supra claimed were being
16 billed inaccurately and provided Mr. Ramos with the results of that
17 detailed investigation. During the review, BellSouth could not find a
18 single instance in which Supra was being billed for lines being used by
19 BellSouth to serve end user customers. Mr. Ramos was told that since
20 Supra was serving its end users using those facilities, it would be
21 responsible for the billed charges and no adjustment was appropriate.
22 At no time did Mrs. Arrington suggest that Mr. Ramos should go to the
23 Florida Public Service Commission.

24

25

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2

3 A. Yes.

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1 **Q** **(By Ms. White)** And, Mr. Scollard, you had
2 no exhibits attached to your rebuttal testimony, did
3 you?

4 **A** That is correct.

5 **Q** Okay. Mr. Scollard, have you prepared a
6 summary?

7 **A** Yes, I have.

8 **Q** Would you please give that.

9 **A** Good afternoon, Commissioners. I'm
10 testifying in this docket to rebut portions of the
11 testimony of Mr. O. A. Ramos of Supra
12 Telecommunications and Informations Systems, Inc.,
13 Supra, as they relate to issues about BellSouth's
14 billing capabilities and support.

15 First, Mr. Ramos claims that the billing
16 services provided by BellSouth has in some way been an
17 instruction to Supra's success as an alternative local
18 exchange company ALEC. This is absolutely untrue.

19 BellSouth has extended to Supra information
20 and assistance in a number of meetings and forums in
21 implementing any number of billing output provided to
22 ALECs by BellSouth. BellSouth makes available to
23 ALECs a number of billing output media and interfaces
24 that allow the ALECs to support their end users in
25 substantially the same manner that BellSouth supports

1 its own retail customers. ALECs in general, and Supra
2 specifically, can receive electronic invoices in any
3 one of four different standards based on the needs of
4 the ALEC. Usage information is provided via the daily
5 usage feed, which includes detailed records of
6 billable events connected with an ALEC's end users.
7 All of this information is provided to ALECs in
8 substantially the same manner and time frame as
9 BellSouth provides to its own retail customers.

10 Second, Mr. Ramos claims that BellSouth is
11 deficient in its billing because end user billing
12 addresses are not provided in the billing information
13 provided to Supra. BellSouth has never indicated to
14 Supra, or any ALEC, that it would keep up with the
15 billing name and address of an ALEC's own end user
16 customers. This is Supra's responsibility. The
17 customer service records that Supra can access at the
18 time an order is initiated for the end user provides
19 the billing address that BellSouth maintains for that
20 end user. The information can be incorporated into
21 Supra's systems to maintain the address of the end
22 user for billing purposes.

23 Mr. Ramos also claims that the service
24 addresses that are contained within the DAB reports
25 are encrypted so they cannot be used by Supra.

1 My summary exhibit I'm presenting now is an
2 Excel spreadsheet that has been created from data
3 exported from Supra's April 1998 bill using the
4 specifications found in the DAB documents. As can be
5 seen from the spreadsheet, the service address is
6 clearly available for the use by the CLEC for
7 inclusion in a number of applications.

8 Third, Mr. Ramos claims that the billing
9 products offered to ALECs, in particular the diskette
10 analyzer bill, is inferior to the products offered to
11 BellSouth's retail customers. Mr. Ramos points to
12 various bulk billed items as proof that the ALECs are
13 somehow missing out on billing capabilities. All of
14 this is categorically incorrect. The products
15 provided to ALECs in terms of a level of detail
16 included on the feeds for DAB are identical to the
17 level of detail provided to BellSouth's retail
18 customers.

19 Mr. Ramos further claims that BellSouth is
20 encrypting the service address sent to Supra via DAB.
21 This is another allegation that's incorrect. DAB
22 provides service address information which can be
23 accessed on report options within the DAB software and
24 can be exported to any number of user applications.

25 Lastly, Mr. Ramos has complained that the

1 level of service that has been provided Supra from the
2 billing support staff has been deficient, and that
3 questions remain unanswered. This claim is also
4 unfounded.

5 BellSouth support staff has gone to great
6 lengths to provide Supra with all the information that
7 has been requested. BellSouth's billing support staff
8 is extremely proud of their efforts to support the
9 ALEC community with regard to its billing needs and
10 offerings.

11 My testimony shows that Supra's complaints
12 are without merit and should be dismissed by the
13 Commission. That concludes my summary.

14 **MS. WHITE:** Commissioner Deason, I ask that
15 Mr. Scollard's summary exhibit be identified with the
16 next number.

17 **COMMISSIONER DEASON:** It will be identified
18 as Exhibit No. 31.

19 (Exhibit 31 marked for identification.)

20 **MS. WHITE:** And Mr. Scollard is available
21 for cross examination.

22 **COMMISSIONER DEASON:** Ms. Summerlin.

23 **MS. SUMMERLIN:** Commissioner, I would like
24 to identify Mr. Scollard's deposition transcript as an
25 exhibit at this point.

1 **COMMISSIONER DEASON:** That will be
2 Exhibit 32.

3 (Exhibit 32 marked for identification.)

4 **CROSS EXAMINATION**

5 **BY MS. SUMMERLIN:**

6 **Q** Afternoon, Mr. Scollard.

7 **A** Good afternoon.

8 **Q** Let me ask you, what is your position right
9 now at BellSouth?

10 **A** At this point in time I have various
11 responsibilities. I sit on a couple of project teams
12 working with unbundled network elements to further
13 refine and develop the billing specifications for
14 UNEs. I also support the regulatory dockets, such as
15 this proceeding, in addressing issues that come up on
16 billing capabilities and billing procedures. And in
17 that role I deal with a number of people in our
18 department to look at the details and specifics about
19 certain issues that come up.

20 **Q** Is it true that a substantial part of your
21 time is spent testifying?

22 **A** Not a substantial amount of my time, no.

23 **Q** Isn't that what you told me the other day
24 when I deposed you?

25 **A** I don't recall saying a substantial amount

1 of time, but it is part of my job responsibilities,
2 yes.

3 Q So you testify in regulatory proceedings?

4 A Yes.

5 Q For BellSouth on these issues?

6 A Yes, I do.

7 Q Okay. Let me ask you, can you explain what
8 DAB is?

9 A The DAB or the diskette analyzer bill is
10 contained of two parts. First, they are a detailed
11 billing record that represent a customer's bill in an
12 electronic format that is used by the software that is
13 also included in the DAB product to perform various
14 functions with that bill.

15 For example, a customer can take his DAB
16 product and they can sort the bill in a number of
17 different ways. There are canned reports that can be
18 produced, monthly service reports, usage reports, a
19 number of them.

20 DAB can also be used to extract information
21 from the billing records that are provided with DAB
22 and create export reports similar to the one that I
23 had presented in my exhibit.

24 Q Does BellSouth provide billing for any
25 telecommunications companies?

1 A Yes, it does.

2 Q What companies does it provide billing for?

3 A We have billing and collection agreements
4 with various interconnection -- interexchange carrier
5 companies, IXC's, for interLATA toll and intraLATA
6 toll.

7 Q Okay. What is the billing management
8 system?

9 A The billing management system is another end
10 user type of application software that is provided to
11 our end users for similarly the same basic functions
12 as the DAB. It is an updated version of that software
13 and has a couple of extra features that DAB does not
14 have.

15 Q What's the advantage of the billing
16 management product to somebody, the business customer?

17 A Similar to the DAB, the billing management
18 system can provide sorts. Can rerate different
19 charges that is provided on a customer bill. Similar
20 to the way DAB can do. It runs in a windows
21 environment as opposed to a DOS environment the way
22 DAB is. And similarly they're the same product; it's
23 an end user billing platform.

24 Q Can you look at Page 14 of your deposition
25 transcript, Lines 15 through 25? I asked you the

1 question of what's the advantage of the billing
2 management product, and you answered it can do some
3 rebilling of charges to the end user like you said
4 just now. Then I asked you is that something that
5 would be used by an ALEC or a CLEC? And your answer
6 was BellSouth's policy today is not to provide billing
7 management system to CLECs; is that correct?

8 A That's correct.

9 Q Can you explain that?

10 A BellSouth's policy is that we do not provide
11 end user billing for CLECs. There's several reasons
12 for that.

13 First of all, end user billing has been
14 defined as an avoidable cost for the purposes of
15 resale. So BellSouth's position is that we ought to
16 be able to avoid that cost when providing resale
17 services to ALECs.

18 Secondly, end user billing is a
19 differentiator in the marketplace. That is BellSouth
20 has expended a lot of money to create an end user
21 billing services, some of which are provided to ALECs,
22 that an ALEC has the same opportunity to develop on
23 their own. And as such, some of those end user
24 billing functions and capabilities BellSouth is not
25 providing to ALECs.

1 Q So am I correct that it's basically a
2 competitive decision by BellSouth?

3 A Yes. I must say, though, that the billing
4 products we do provide provides exactly the same
5 information that goes into our -- for example, our BMS
6 product. In fact, the input records are the same.

7 Q It's your testimony that what you have been
8 providing or BellSouth has been providing to Supra
9 gives it the kind of benefit that they could have
10 gotten if BellSouth gave them that billing management
11 service?

12 A As I said before, there are additional
13 capabilities that BMS provides. However, the basic
14 same capabilities exist in DAB, yes.

15 Q What are those additional capabilities?

16 A There's one version of the billing
17 management system that can input -- if a customer
18 makes arrangements with other carriers, can input the
19 bills of certain other carriers, interexchange
20 carriers.

21 Q Is it your testimony that DAB provides Supra
22 the billing address?

23 A No.

24 Q Okay.

25 A But DAB does not provide end user billing

1 address for Supra. I must say, though, that the
2 billing address, the only one we have for Supra, is
3 printed on the label that is used to mail the DAB
4 product to the customer.

5 Q In other words, Supra's address?

6 A Yes. The only real billing address we have
7 for Supra's facilities.

8 Q Does BellSouth look at Supra as if it were a
9 private corporation, customer?

10 A In general, BellSouth, for services that are
11 ordered through CRIS, makes available to an ALEC the
12 same billing outputs as our large corporations
13 sometimes order.

14 For ALECs that order services through -- for
15 unbundled network elements or interconnection. No, we
16 do not treat them like a large corporation.

17 Q Well, explain how you treat them
18 differently?

19 A You mean for interconnection and certain
20 unbundled network elements?

21 Q Yeah.

22 A We use the carrier access billing system to
23 bill for those services that normally a large
24 corporation would not use. In addition, we have an
25 access daily usage feed that also is provided to ALECs

1 that a large corporation would not have either.

2 Q Does Supra have the daily usage feed now?

3 A To my understanding, no, they do not.

4 Q And is it your understanding that Supra did
5 not ask for that a long time ago?

6 A It's my understanding that our organization
7 has never received a formal request for either testing
8 or production files from Supra.

9 Q And it's your position that a formal request
10 would be required?

11 A Yes. A formal request is -- it allows both
12 sides to know exactly what to expect out of testing,
13 out of user acceptance of the test files so that, you
14 know, there's no misunderstanding about who is going
15 to do what. So we do require in writing the request
16 for both test and production.

17 Q Hang on just one second, please.

18 On Page 8 of your deposition transcript, at
19 Lines 4 through 7, you provided an answer to a
20 question about how an ALEC goes about asking for the
21 daily usage file or daily usage feed?

22 A Yes.

23 Q Is that correct? When you look at those
24 lines, do you agree that that's what that answer was
25 to?

1 **A** Yes. I think I answered I know it usually
2 originates from the account team. I don't know
3 whether the account team goes to the CLEC to offer it
4 or the CLEC comes to the account team and says, "We
5 want the DAB."

6 **Q** So your statement today is basically that if
7 Supra didn't file a formal written request for this,
8 then no one at BellSouth would be interested in trying
9 to arrange that?

10 **A** Like I said, I'm not sure whether normally
11 the account team goes to the CLEC to say, "Would you
12 like the daily usage feed or whether -- the initiation
13 has to come from the customer.

14 **Q** How would you characterize billing in terms
15 of how important it is to an ALEC or any other company
16 doing telecommunications services?

17 **A** There's two aspects of billing. First is
18 the incoming billing that an ALEC would receive from
19 vendors, such as BellSouth, for services ordered. And
20 that would have financial impacts if they were not
21 able to handle those bills and make timely payments on
22 their bills.

23 The second aspect of billing is, of course,
24 Supra billing their own end users. And that, again,
25 is a crucial aspect of being in the telecommunications

1 business.

2 Q Have you got personal knowledge of the
3 problems that Supra's had with the billing
4 information?

5 A My understanding of Supra's problems with
6 the billing information we have comes from information
7 I've gathered from other employees in my department.
8 I have not met with Supra directly on these billing
9 problems, no.

10 Q When did you first become aware of the
11 concerns in Supra's case?

12 A I believe it was late February.

13 Q What made you become aware?

14 A This docket proceeding.

15 Q So you never had any contacts from any of
16 the account team members or anybody else about this
17 issue --

18 A No, I have not.

19 Q -- prior to that.

20 If Supra were able to obtain the billing
21 address from DAB, would that not be a tremendous
22 assistance to it in doing its billing?

23 A Yes. Supra needs the billing address of
24 their end users. However, there's a number of ways
25 that that can be done. When the end user calls Supra

1 to arrange for service with Supra, the customer can be
2 asked for that at that point. Again, as I said,
3 BellSouth's policy is that we do not provide end user
4 billing services for ALECs. And our policy and our
5 position is that billing names and addresses for end
6 users is end user processes.

7 Q Does the DAB product that is sent to Supra
8 or another ALEC that uses that kind of product, does
9 it have on that product the billing address, but it is
10 blocked from the use of the ALEC?

11 A No, it does not.

12 Q It does not have it at all?

13 A The billing address, as I said, is only on
14 the record that produces the label for mailing the CD
15 ROM or the diskette to the customer. The only address
16 that we even maintain in our billing system for Supra
17 is Supra's billing address.

18 Q What I'm asking is when the DAB product is
19 sent to the ALEC, and it provides information on the
20 end use customers of the reseller to the ALEC, are the
21 addresses of those -- the billing addresses of those
22 end use customers on that DAB product, but blocked
23 from the ALEC's use?

24 A No, it is not on there and, no, it is not
25 blocked.

1 Q Okay. Is the service address provided?

2 A The service address is provided on the
3 diskette analyzer bill. It is available to be
4 exported, as I've done on my exhibit for applications
5 outside of DAB. So, yes, it is provided on -- I think
6 it's the monthly service report features.

7 Q Is the service address that's provide on
8 this exhibit that you've handed out a complete
9 address?

10 A No. We do not have available on DAB the
11 cities -- generally the city, state or zip code.

12 Q So what good is this to someone like ALEC --
13 I mean, like Supra? I'm sorry.

14 A The service address was provided on DAB as a
15 response to customers just wanting that information
16 for their own records. I'm not sure exactly what they
17 use it for, but it was provided.

18 Q If an ALEC can not effectively bill its
19 customers, what kind of affect is that going to have
20 on its operations?

21 A I would foresee that if a CLEC, BellSouth or
22 any other local exchange carrier could not effectively
23 bill their end users, one or two things or both will
24 happen. There would be a financial impact because
25 revenues would not be coming in. And, secondly,

1 customer dissatisfaction.

2 Q What kind of training does BellSouth offer
3 on billing for CLECs or ALECs?

4 A BellSouth provides billing information in a
5 number of ways. Information on the billing products
6 that we provide to ALECs.

7 First of all, a part of the -- I think it's
8 the CLEC overview or the CLEC summary training has a
9 great deal of information about billing. Secondly,
10 the enhanced billing services folks in CBS, or my
11 department, are available to have face-to-face
12 meetings, conference calls, after a CLEC has decided
13 what billing options they are interested in looking at
14 to provide more information, documentation, either
15 face to face, conference calls or whatever.

16 Q Okay. So you are saying that the CLEC basic
17 training class has billing?

18 A Yes, it's my understanding it does, yes.

19 Q Have you ever been to that training?

20 A No, I have not.

21 Q Do you know how long it lasts?

22 A I understand it's five days for the whole
23 training class.

24 Q Do they cover everything from A to Z for
25 ALECs this that?

1 A I don't know what you mean from A to Z.

2 Q Well, what do they cover in that class?

3 A I think it's general information on how to
4 order, how to set up billing options, those kind of
5 things. I don't know everything that's covered in it.

6 Q So you don't really know what it has in that
7 class; is that right?

8 A I don't know everything it has in it. I do
9 know it has billing information.

10 Q And so the other operation that a CLEC or
11 ALEC that is trying to enter into this difficult new
12 industry, the other resource that they are going to
13 have besides this CLEC basic training is to call
14 personally and find the right person to talk to at
15 BellSouth to try to help them figure out what to do?

16 A No. Usually how our employees get involved
17 is through the account team. And the account team is
18 usually the first point of contact on getting
19 information. After that I think our folks are
20 probably called as much as the account team on having
21 questions answered or that kind of thing on setting up
22 their billing.

23 Q Does BellSouth provide training on other
24 areas of concern for ALECs?

25 A Yes, I'm sure we do, yes.

1 Q You're sure that they do provide training on
2 other areas?

3 A Yes. From hearing testimony here, I know we
4 have training on the LENS, EDI and other areas.

5 Q Well, why would there not be a specific
6 training program set up for billing?

7 A Well, there is a training program set up for
8 billing, and that is through the use of the account
9 team and our employees to provide the information to
10 the customer on a face-to-face basis.

11 Q But there's no training class or program of
12 that sort provided?

13 A If you're looking for a class where someone
14 schedules seats and that kind of formal class, no, we
15 don't provide it in that manner. However, as I've
16 said, an ALEC has access to our people in our
17 department on a number of occasions. All they need to
18 do is ask their account team.

19 Q Who would Supra have called to try to help
20 them on their account -- I mean, on their billing
21 problems?

22 A From what I understand, Supra had called the
23 account manager, as well as J. C. Bledsoe, who is in
24 our department and is their billing administrator.

25 Q Okay. The account manager is Wayne Carnes?

1 A Yes.

2 Q So they could call Wayne Carnes or they
3 could call J. C. Bledsoe. Who else could they call?

4 A That's the normal route on billing
5 capabilities and procedures. The other area of
6 billing that somewhat gets confused with what we do is
7 billing disputes, questions or disputes that customers
8 have on their bills per se. Those questions go into
9 the LCSC generally to be investigated. If it turns
10 out that it may be a system problem or some procedure
11 needs to be changed, our department would get involved
12 at that point. But normally it's handled in the LCSC.

13 Q If Supra has been making complaints to
14 BellSouth about the problems that they have been
15 having with their billing information from BellSouth,
16 would you have heard about it?

17 A Not necessarily, no.

18 Q Are you considered an expert at BellSouth on
19 billing problems?

20 A I have the knowledge of the billing
21 capabilities and billing products that we offer to
22 ALECs in general. For specific CLECs, I normally
23 would not get involved in the issues that are being
24 worked from day-to-day, no.

25 Q Are there any employees at BellSouth in the

1 department that deals with ALECs and CLECs that are
2 dedicated to going to the premises or interacting in a
3 intense extended way with new ALECs that are trying to
4 learn how to do billing in this industry?

5 A Yes. We have employees, such as J. C.
6 Bledsoe, that that is their job. Normally, I don't
7 think a visit to the premises is involved, but it's
8 available if it's warranted.

9 Q Are you aware of whether J. C. Bledsoe ever
10 visited Supra on this issue

11 A I'm not sure if ever went to the premises of
12 Supra, no.

13 Q Are you aware of him spending any intense
14 period of time with Supra on this issue?

15 A Yes. He spent a number of occasions working
16 with Supra, whether it was their vendor or information
17 technology people or a number of employees.

18 Q How do you know how much time he spent?

19 A He provided me a list of contacts and the
20 general topics of discussion of those contacts.

21 Q Were those like telephone calls?

22 A Some of them were telephone calls. I think
23 he was present at the -- I think it was the CLEC
24 kickoff, or whatever, in March of last year as well as
25 the summer. I believe most of the others were

1 probably telephone contacts, but there has been some
2 face to face.

3 Q Okay. So March and then summer, and how
4 about any face-to-face meetings after Supra began
5 operation in July?

6 A In July? (Witness looks at document.)
7 I don't know of any face-to-face contacts
8 after July. But, again, there's just a number of
9 contacts with the customer trying to give them
10 information about the billing products.

11 Q Is there any individual whose responsibility
12 it is to make sure that CLECs know how to do this if
13 they are having problems in this area?

14 A I would say J. C. Bledsoe has the
15 responsibility to -- making sure that the CLECs and
16 ALECs have all of the information they need to have
17 their billing up and running. And we are committed to
18 providing that information to ALECs.

19 MS. SUMMERLIN: I don't have any more
20 questions.

21 COMMISSIONER DEASON: Staff?

22 CROSS EXAMINATION

23 BY MS. KEATING:

24 Q Mr. Scollard, you've indicated in your
25 testimony that when a customer switches from BellSouth

1 to Supra that BellSouth no longer has the interest and
2 responsibility for maintaining the billing
3 information; is that correct?

4 **A** Yes. We don't have the responsibility for
5 providing the billing information for that end user,
6 yes.

7 **Q** So as soon as a customer switches, what
8 happens to that information that you had when the
9 customer was your customer? Is it purged from the
10 system?

11 **A** No. It's retained on the customer's former
12 CSR, customer service record with us, and we use that
13 information for sending out the final bill, one
14 purpose. And that information is retained, I believe,
15 in Florida indefinitely.

16 **Q** But that information doesn't show up on the
17 DAB information; is that correct?

18 **A** No, that's an entirely different billing
19 account. It's a final account, really, for that end
20 user and has nothing to do with Supra's accounts in
21 our billing system.

22 **Q** Well, earlier, Mr. Carnes indicated that he
23 had submitted a BFR requesting that that information
24 -- the billing information be provided to Supra
25 through DAB?

1 A Yes.

2 Q And he also indicated that that BFR was
3 rejected?

4 A Yes.

5 Q Do you know why that was rejected?

6 A Again, it's BellSouth's position that we do
7 not provide end user billing services for ALECs since
8 that is an avoided cost for resale.

9 Q So you would consider providing billing
10 information, providing billing services?

11 A I would consider the billing information for
12 the end use user to be an end user billing function
13 which BellSouth does not provide for any ALEC.

14 Q Is there any other way that BellSouth could
15 provide this billing information to Supra other than
16 through DAB?

17 A Sure. Today they have access to the
18 information when they initiate an order through LENS.
19 It's on the customer's CSR. So they can be provided
20 it that way, or they can ask the customer where they
21 would like the bill sent.

22 Q And the information they get through LENS is
23 the entire billing information?

24 A The billing name and address is provided in
25 LENS.

1 **COMMISSIONER JACOBS:** What's the purpose of
2 the daily usage feed?

3 **WITNESS SCOLLARD:** I'm sorry, excuse me.

4 **COMMISSIONER JACOBS:** What the purpose of
5 the daily usage feed?

6 **WITNESS SCOLLARD:** The daily usage feed
7 provides the CLEC with detailed records on all of the
8 billable call events that go across our network for
9 their end users. For example, if a customer has a --
10 or the CLEC is reselling a local measured service, the
11 daily usage feed will have records about every local
12 call that their end users make. If there are toll
13 calls originating from the end user, that file will
14 have a record for each of those calls. That's a file
15 that's delivered to the CLEC each and every day.

16 **COMMISSIONER JACOBS:** So that would not
17 include the information that would be needed -- that
18 would not be sufficient, I should say, information for
19 the ALEC or CLEC to do their end user billing?

20 **WITNESS SCOLLARD:** It does not provide the
21 billing name and address, no. However, it does have
22 the information to bill for those usage-based
23 elements.

24 **Q** **(By Ms. Keating)** Just one more question.
25 You had indicated earlier that Supra really needs to

1 have the daily usage feed but they haven't asked for
2 it yet. Is it BellSouth's policy to make CLECs aware
3 that the daily usage feed would be something that
4 would help in their billing?

5 **A** Yes. The daily usage fee is covered in the
6 general overview on billing products available to
7 CLECs. It's also -- the description is on the Web
8 site as well.

9 **Q** So to the best of your knowledge, Supra was
10 made aware?

11 **A** To the best of my knowledge, yes.

12 **MS. KEATING:** Thank you, Mr. Scollard.

13 Staff has no more questions.

14 **COMMISSIONER DEASON:** Commissioners?

15 **COMMISSIONER JACOBS:** The customer, CRIS,
16 the CRIS system -- I'm sorry, I can't remember the
17 name -- what that acronym stands for, customer records
18 information system, or something of that sort?

19 **WITNESS SCOLLARD:** Yes, it is.

20 **COMMISSIONER JACOBS:** How does that play
21 into this whole mix? I understand that that's where
22 -- one of the critical connections is. And could you
23 explain a little bit more for me what that system
24 does?

25 **WITNESS SCOLLARD:** Sure. CRIS is a system

1 that keeps track of information about all of the
2 customers in BellSouth. There are many uses for CRIS.
3 One of the uses is for billing. All of the
4 transactions that impact that customer, whether it's a
5 service order or it's a usage record coming from the
6 switch or it's a payment or it's an adjustment or a
7 miscellaneous other charge, credit and charge from
8 service or activity, is input to CRIS. CRIS is also
9 used for repair. All of the customer service
10 information is included in CRIS. The CSR is based on
11 information that is contained in CRIS, and it's used
12 for both end user billing and for ALEC billing for
13 resale of certain unbundled network elements.

14 **COMMISSIONER JACOBS:** And presently that's
15 not available to ALECs.

16 **WITNESS SCOLLARD:** ALECs have several ways
17 to get information from CRIS. One is the CSR. That
18 is the basis of all of the inventory of services that
19 an end user has today. It also has the billing name
20 and address, as has been mentioned before. It's got
21 other information that's available to the ALEC. The
22 billing outputs are also interfaces from information
23 that has been in CRIS and formatted into a bill. So
24 the bill is an interface to CRIS. So those two
25 methods are ways that information is already flowing

1 to the ALECs from the CRIS system.

2 **COMMISSIONER JACOBS:** Let me ask you this:

3 If I'm an ALEC and I want to construct a system, an
4 in-house system whereby I can do tracking for my end
5 users, what would be the prescribed method that
6 BellSouth -- put it that way -- what would be the
7 recommended method that BellSouth would give that ALEC
8 to provide that function to the end users?

9 **WITNESS SCOLLARD:** The method that an ALEC
10 would use to provide end user billing, I think, is
11 what you're talking about, a function similar to CRIS,
12 would be they could take the same inputs that are used
13 for the BellSouth retail billing. One is the CSR
14 that's made available to the customer. The second is
15 the usage charges that are processed, and the DUF
16 provides those billable usage charges for the end
17 user.

18 The CLEC is in the unique position of having
19 certain pieces of information, that is payments their
20 end users are making. It's adjustments that they've
21 made to their end users bills. It's changes that that
22 customer has told them about and where they want their
23 bills sent, how they want those bills accumulated.
24 Those pieces of information are uniquely -- only the
25 ALEC can provide those because they are doing the

1 day-to-day interaction with those customers.

2 So those data bases for those pieces of
3 information should reside in the CLECs own set of
4 systems. And, again, one of the reasons is that we
5 have been -- that end user billing process is an
6 avoidable cost that BellSouth is not able to recover
7 when we're talking about resold services.

8 **COMMISSIONER JACOBS:** So the CLEC should be
9 able to collect all charges for its customers that go
10 through your -- that come through your systems through
11 the CSR?

12 **WITNESS SCOLLARD:** Or the DUF.

13 **COMMISSIONER JACOBS:** What was the other
14 one?

15 **WITNESS SCOLLARD:** The daily usage feed.

16 **COMMISSIONER JACOBS:** Okay. So they should
17 be able to collect all charges to their end users from
18 those two sources?

19 **WITNESS SCOLLARD:** There are certain charges
20 they would not be able to provide. Taxes, for
21 example. When a CLEC does business with BellSouth
22 normally they have a tax exemption, so we do not
23 calculate sales taxes or other taxes on the CLEC's
24 bill. That's another responsibility the CLEC would
25 have to do. Those taxes would be calculated on the

1 bill charges. So there's some other capability that
2 BellSouth just can't provide for the CLECs because
3 they would have to do that. So not all of the charges
4 would be available from what BellSouth is providing to
5 the CLEC.

6 **COMMISSIONER JACOBS:** Okay. And then they
7 would have to apply whatever payments through their
8 own internal account.

9 **WITNESS SCOLLARD:** Yes.

10 **COMMISSIONER JACOBS:** Okay. One
11 circumstance that was raised as a particular problem
12 was where you have a customer who has multiple
13 locations, and the difficulty of transitioning that
14 customer from -- as a prior provider, which may or may
15 not be BellSouth, to the ALEC. And I understand that
16 BellSouth takes care of the billing for that customer
17 through your CLUB system.

18 First of all, do you agree with the
19 difficulties that have been described from
20 transitioning those customers out of BellSouth to an
21 ALEC?

22 **WITNESS SCOLLARD:** Not entirely. I agree
23 that if the CLEC were wanting to take our end user
24 billing process and use that bill that we provided, or
25 we used to provide to that end user, and provide that

1 same bill to their end user without doing the end user
2 billing system to make that happen, yes, they do have
3 a problem. And the reason is we do include all of
4 that information under one master account. And that
5 master account is controlled by the CLUB options that
6 the CLEC has prescribed to, not what the end user used
7 to have. So, yes, if they are trying to mimic our
8 CLUB process without their own end user billing
9 system, yes, they will have difficulty doing that.

10 COMMISSIONER JACOBS: That takes care of it.
11 Thank you.

12 COMMISSIONER DEASON: Redirect?

13 MS. WHITE: Yes. I just have a couple of
14 questions.

15 REDIRECT EXAMINATION

16 BY MS. WHITE:

17 Q Mr. Scollard, does BellSouth provide the
18 same billing products and capabilities to all ALECs?

19 A Yes, we do.

20 Q And does BellSouth provide the ALECs with
21 documentation on these billing products and
22 capabilities?

23 A Yes, we do.

24 MS. WHITE: Thank you. I have nothing
25 further.

1 **COMMISSIONER DEASON:** Exhibits?

2 **MS. WHITE:** BellSouth would move Exhibit 31.

3 **MS. SUMMERLIN:** Supra would move Exhibit 32.

4 **COMMISSIONER DEASON:** Without objection,
5 Exhibits 31 and 32 are admitted.

6 (Exhibits 31 and 32 received in evidence.)

7 **COMMISSIONER DEASON:** Thank you,
8 Mr. Scollard.

9 **MS. WHITE:** Mr. Scollard, may he be excused?

10 **COMMISSIONER DEASON:** Yes, he may.

11 (Witness Scollard excused.)

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13 (Transcript continues in sequence in
14 Volume 4.)

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