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BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the matter of: : DOCKET NO. 981052-TP
: :
Petition by Telephone :
Company of Central Florida, :
Inc. for resolution of items :
under dispute in resale :
agreement with BellSouth :
Telecommunications, Inc. :

VOLUME 1
Pages 1 through 173

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER SUSAN F. CLARK
COMMISSIONER E. LEON JACOBS, JR.

DATE: Friday, January 22, 1999

TIME: Commenced at 9:40 a.m.

PLACE: Betty Easley Conference Center
Room 148
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: MARY ALLEN NEEL, RPR

BUREAU OF REPORTING
RECEIVED 1-28-98

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APPEARANCES:

VICKI GORDON KAUFMAN, McWhirter, Reeves,
McGlothlin, Davidson, Decker, Kaufman, Arnold & Steen,
P.A., 117 South Gadsden Street, Tallahassee, Florida
32301, appearing on behalf of Telephone Company of
Central Florida.

MARY K. KEYER and NANCY B. WHITE, c/o Nancy
Sims, 150 South Monroe Street, Suite 400, Tallahassee,
Florida 32301, appearing on behalf of BellSouth
Telecommunications, Inc.

JUNE C. MCKINNEY, Florida Public Service
Commission, 2540 Shumard Oak Boulevard, Tallahassee,
Florida 32399-0850, on behalf of the Commission
Staff.

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P R O C E E D I N G S

1
2 COMMISSIONER CLARK: Call the hearing to
3 order.

4 Ms. McKinney, will you read the notice,
5 please.

6 MS. MCKINNEY: Yes, Commissioner. Good
7 morning. By notice issued, this time and place was
8 set for a hearing in Docket No. 981052-TP, petition by
9 Telephone Company of Central Florida, Inc. for
10 resolution of items under dispute in resale agreement
11 with BellSouth Telecommunications, Inc. The purpose
12 of this hearing is set out in the notice.

13 COMMISSIONER CLARK: We'll take
14 appearances.

15 MS. KEYER: Mary Keyer on behalf of
16 BellSouth Telecommunications, Inc. Do you need my
17 address?

18 COMMISSIONER CLARK: No, that's okay.

19 MS. KEYER: And Nancy White.

20 MS. KAUFMAN: Good morning, Commissioners.
21 Vicki Gordon Kaufman with the McWhirter Reeves law
22 firm, 117 South Gadsden, Tallahassee, 32301. I'm
23 appearing on behalf of the Telephone Company of
24 Central Florida.

25 MS. MCKINNEY: And June McKinney on behalf

1 of the Commission Staff.

2 COMMISSIONER CLARK: Ms. McKinney, are
3 there any preliminary matters we need to take up at
4 this time?

5 MS. MCKINNEY: Yes, Commissioner Clark. We
6 have several preliminary matters, the first being that
7 Staff has passed out an official recognition list to
8 the parties as well as the Commissioners. And it has
9 been stipulated that the official recognition list
10 will be admitted into the record without objections,
11 so I would like it marked as Exhibit 1, please, for
12 identification.

13 COMMISSIONER CLARK: It will be marked as
14 Exhibit 1.

15 (Exhibit 1 was marked for identification.)

16 MS. MCKINNEY: I can't do that right now.

17 Just to note for the record, there are some
18 other orders which when we take a break I'll bring
19 back the specifics. I've spoken with both BellSouth
20 and TCCF about additional orders that we would like to
21 add for the recognition list. We just need to clarify
22 some issues.

23 Can we move Exhibit 1 into the record?

24 COMMISSIONER CLARK: Show Exhibit 1
25 admitted into the record.

1 (Exhibit 1 was received in evidence.)

2 MS. MCKINNEY: Thank you. Staff also
3 compiled a list of other exhibits. At this time I
4 don't have a list. They're depositions,
5 interrogatories, and PODs which I'm going to go
6 through.

7 COMMISSIONER CLARK: You want to do those
8 now?

9 MS. MCKINNEY: Yes, Commissioner.

10 COMMISSIONER CLARK: Then hang on a minute.
11 I didn't get an exhibit list.

12 Okay, Ms. McKinney. Now I'm now ready.

13 MS. MCKINNEY: One minute, please,
14 Commissioner.

15 Commissioner Clark?

16 COMMISSIONER CLARK: Yes.

17 MS. MCKINNEY: We've decided to admit these
18 exhibits as the witnesses come up.

19 COMMISSIONER CLARK: That will be fine.

20 MS. MCKINNEY: Another additional
21 preliminary matter is, there was some discussion at
22 the prehearing pertaining to adverse witnesses. It
23 has been stipulated by the parties that Joe Baker will
24 not be called and that Michael Wilburn, his deposition
25 will go into the record in lieu of his appearance.

1 COMMISSIONER CLARK: Good.

2 MS. KEYER: And could I just add one thing
3 on that, that that was subject to his reading and
4 making any corrections that are necessary on an errata
5 sheet.

6 MS. MCKINNEY: Yes.

7 MS. KAUFMAN: Commissioner Clark, we have
8 copies of Mr. Wilburn's deposition available if you
9 want to mark that as an exhibit and move it into the
10 record now.

11 COMMISSIONER CLARK: Okay. I think that
12 would be a good idea.

13 And this is an exhibit offered by you?

14 MS. KAUFMAN: Yes.

15 COMMISSIONER CLARK: Okay, good. We'll
16 show that marked as Exhibit 2. It will be admitted
17 without objection, but with the understanding that the
18 errata sheet is also part of the exhibit.

19 (Exhibit 2 was marked for identification
20 and received in evidence.)

21 MS. MCKINNEY: I have no additional
22 preliminary statements at this time, or matters.

23 COMMISSIONER CLARK: Ms. Keyer, do you have
24 any preliminary matters?

25 MS. KEYER: Yes, I do, Commissioner. I

1 understand we may be having to end at 3:00 or
2 something, and BellSouth would be willing to combine
3 the witnesses' direct and rebuttal if that would speed
4 things along.

5 COMMISSIONER CLARK: Ms. Kaufman?

6 MS. KAUFMAN: Commissioner Clark, TCCF
7 would have an objection to combining the direct and
8 the rebuttal testimony, with the exception of
9 Ms. Caldwell, who we have already agreed to.

10 COMMISSIONER CLARK: Okay. Well,
11 Ms. Kaufman, that's fine with me, but you're aware of
12 the fact that it may cause us to have to come back
13 another day.

14 MS. KAUFMAN: Yes, ma'am, and we're
15 prepared to do that if it's necessary.

16 COMMISSIONER CLARK: Okay. Anything else?

17 MS. KEYER: I just have one other thing.
18 One of our witnesses had difficulties getting in last
19 night, so hopefully he will be here this morning and
20 we won't have a problem with putting him up at the
21 proper time.

22 COMMISSIONER CLARK: Who is that?

23 MS. KEYER: Marc Cathey.

24 COMMISSIONER CLARK: Okay. Anything
25 further?

1 MS. KEYER: No.

2 COMMISSIONER CLARK: Ms. Kaufman?

3 MS. KAUFMAN: No, Commissioner Clark.

4 COMMISSIONER CLARK: Okay. Are there going
5 to be any preliminary statements?

6 MS. MCKINNEY: There were none discussed at
7 the prehearing, Commissioner Clark.

8 COMMISSIONER CLARK: Okay. Then what I
9 would like to do is ask all the witnesses that are
10 here to please stand and raise your right hand, and I
11 will swear you in at the same time.

12 (Witnesses collectively sworn.)

13 COMMISSIONER CLARK: Thank you. You may be
14 seated.

15 Ms. Kaufman, will you call your first
16 witness?

17 MS. KAUFMAN: Yes, ma'am. The Telephone
18 Company of Central Florida would call Mr. Kip Ripper
19 to the stand. And while Mr. Ripper is taking the
20 stand, I have a blowup of one of his exhibits that I'm
21 going to put up front.

22 COMMISSIONER CLARK: Okay.

23 You know, we can't see those, at least the
24 bottom half.

25 MS. KAUFMAN: I put them over here because

1 I didn't think you could see them over there.

2 COMMISSIONER CLARK: What exhibits are
3 they?

4 MS. KAUFMAN: This is an exhibit that is
5 attached to Mr. Ripper's testimony.

6 COMMISSIONER CLARK: You know what I would
7 suggest? Why don't you put them on the easels and
8 bring them sort of forward to the end of the bench
9 there. I think we can see -- the one there I think we
10 can see.

11 MS. KAUFMAN: Right here?

12 COMMISSIONER CLARK: Well, I would put
13 them --

14 MS. KAUFMAN: You don't want to block the
15 witness.

16 COMMISSIONER CLARK: Right.
17 Now, are you going to be able to see your
18 witness?

19 MS. KAUFMAN: No, ma'am. Can you see
20 those?

21 COMMISSIONER CLARK: Not much better,
22 really.

23 MS. MCKINNEY: Commissioners, it's page 4
24 of 6 of Elder Ripper's testimony.

25 Ms. Kaufman, I can't see what the other one

1 is. Could you tell us what --

2 MS. KAUFMAN: It's the same thing I have
3 with the letter.

4 MS. MCKINNEY: Commissioners, it's the
5 letter dated May 21st, page 2 of 6 in his testimony,
6 and in the chart, page 4 of 6.

7 COMMISSIONER CLARK: All right.

8 -----

9 ELDER N. RIPPER, III
10 was called as a witness on behalf of Telephone Company
11 of Central Florida and, having been first duly sworn,
12 was examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MS. KAUFMAN:

15 Q Mr. Ripper, would you state your name and
16 address for the record, please?

17 A Is the speaker on?

18 Q The red light has to be off.

19 A Yes. Can everybody hear me? My --

20 COMMISSIONER CLARK: Wait a minute. Can
21 you hear him all right?

22 THE REPORTER: Yes, Commissioner.

23 WITNESS RIPPER: Yes. My name is Elder
24 Norman Ripper, III. I go by the nickname Kip.

25 BY MS. KAUFMAN:

1 Q Can you state your business address,
2 please?

3 A Yes. It's 3575 West Lake Mary Boulevard,
4 Lake Mary, Florida 32746.

5 Q And on whose behalf are you appearing in
6 this proceeding?

7 A The Telephone Company of Central Florida.
8 I'm the president and CEO of the company.

9 Q Mr. Ripper, did you cause to have filed in
10 this proceeding 12 pages of direct testimony?

11 A Yes, I did.

12 Q Do you have any changes or corrections to
13 that testimony?

14 A Not at this time.

15 Q If I asked you the questions contained in
16 that testimony today, would your answers be the same?

17 A Yes, they would.

18 MS. KAUFMAN: Commissioner Clark, I would
19 ask that Mr. Ripper's direct testimony be entered into
20 the record as though read.

21 COMMISSIONER CLARK: It will be entered in
22 the record as though read.

23 BY MS. KAUFMAN:

24 Q Mr. Ripper, did you also have ten exhibits
25 attached to your testimony, ENR-1 through ENR-10?

1 A Yes.

2 Q Do you have any changes or corrections to
3 those exhibits?

4 A No.

5 MS. KAUFMAN: Commissioner Clark, I would
6 like to have an exhibit number, and a composite would
7 be fine.

8 COMMISSIONER CLARK: Okay. It will be
9 Composite Exhibit 3.

10 (Exhibit 3 was marked for identification.)

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Docket No. 981052-TP

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

ELDER N. RIPPER, III

Introduction

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

2 A. Elder (Kip) N. Ripper, III, 3599 West Lake Mary Boulevard, Lake Mary, Florida
3 32746.

4 **Q. By whom are you employed and in what capacity?**

5 A. I am the President and CEO of the Telephone Company of Central Florida
6 (TCCF). TCCF resells BellSouth, Sprint and GTE local telephone services.
7 TCCF also resells long distance and billable calling card services. TCCF sells
8 these services to business and residential customers primarily in the state of
9 Florida. TCCF currently uses a third party billing company to directly bill our
10 customers, but has recently contracted with a new vendor to bring the billing in
11 house. TCCF provides its own 24-hour a day 7-day a week customer service.
12 TCCF also maintains its own electronic customer and billing data bases.

13 **Q. Please describe your educational and professional experience.**

14 A. I graduated in 1971 from Case Institute of Technology with a B.S. degree in
15 mechanical engineering. I have taken professional training classes in the following

1 areas of expertise:

2	<u>Switching</u>	<u>System</u>
3	◆ Engineering	s x s
4	◆ Planning	#5 Crossbar
5	◆ Traffic Engineering	#1 ESS
6	◆ Network Design	#2 ESS, #5 ESS, DMS 10, DMS 100, DMS 250, DMS 300, DMS 200, SL-1 PBX, Dimension PBX, PBX CBX.
7		
8		
9		
10		
11	<u>Transmission Systems</u>	
12		
13	<u>Old Bell System</u>	N Carrier, N-1 Carrier, T-1 Carrier, TJ/R Radio.
14		
15		
16	<u>New Technology</u>	Microwave, Fiber, ATM, Frame Relay, ISP.
17		
18		
19		

19 My professional carrier experience includes nearly 30 years working at or
 20 consulting for telecommunications companies. These companies include old Bell
 21 System companies, like Ohio Bell and Bell of Pennsylvania. Others include
 22 Nortel, GTE and Comsat. My areas of expertise include general management,
 23 engineering, planning, design marketing, sales and program management.

24 **Q. On whose behalf are you appearing and what is the purpose of your**
 25 **testimony?**

26 A. I am here as the CEO of TCCF. I am appearing to address the issues of
 27 BellSouth's lack of support of its ESSX product and whether the Commission
 28 should require BellSouth to continue supporting this product for TCCF in its new
 29 Resale Agreement. My testimony will cover the ESSX complaint issue, including

1 BellSouth's performance under the current resale agreement and the ESSX
2 arbitration issue, why BellSouth must provide ESSX for resale under the new
3 agreement.

4 **Q. Describe your involvement in the negotiation of the original resale agreement**
5 **with BellSouth.**

6 A. I was primarily responsible for negotiating the resale agreement. It is my
7 understanding that TCCF signed the first resale agreement in Florida with
8 BellSouth.

9 ESSX Complaint

10 **Q. Did the original Agreement between TCCF and BellSouth provide for**
11 **TCCF's resale of ESSX?**

12 A. Yes it did. I specifically requested and received language in paragraph III A. of
13 the Agreement that included all Centrex type services in section A. 12 of the
14 Florida BellSouth tariff. Wade Johnson of BellSouth confirmed the validity of
15 this in his letter to me on ESSX resale on July 9, 1996. Exhibit No. ____ (ENR-
16 1). It was confirmed again on March 14, 1997 via Joe Baker's settlement proposal
17 to TCCF. Lastly, Jerry Hendrix confirmed to TCCF in writing BellSouth's ability
18 to order as many ESSX lines as it wanted. Exhibit No. ____ (ENR-2). The
19 prices were also confirmed by BellSouth. Exhibit No. ____ (ENR-3). It just
20 never provided the service.

21 **Q. How important was the resale of ESSX to TCCF's market strategy?**

22 A. It was vital. TCCF's Business Plan called for it to sell primarily ESSX services

1 in the market place. Exhibit No. ____ (ENR-4). This would have given TCCF
2 an edge against all other service providers. It would have allowed TCCF to make
3 a profit on resale of local business dial tone and would also give subscribers a
4 better deal. TCCF could provide ESSX dial tone to a business customer for 1/6th
5 less than the customer paid for a regular business line and TCCF could also make
6 a profit. In addition, TCCF could offer long distance services to its consumers at
7 an additional savings and do it all on one bill in order to provide one-stop
8 shopping for the consumer.

9 Under this scenario, everyone wins: the customer wins via better rates
10 (real competition!), TCCF wins by building a successful business, and BellSouth
11 wins by retaining its revenue and keeping its central offices full and cost effective.
12 However, BellSouth defaulted numerous times on its Resale Agreement with
13 TCCF.

14 **Q. Was BellSouth aware of the importance of ESSX to TCCF's Business Plan?**

15 A. Yes. The frequent and numerous correspondence on this matter (attached to Mr.
16 Koller's testimony) leave no doubt that BellSouth was well aware of the
17 importance of ESSX to TCCF.

18 **Q. What is BellSouth required to deliver under the current Resale Agreement?**

19 A. BellSouth is required to deliver a working ESSX Centrex network. On May 28,
20 1996, TCCF and BellSouth signed the Resale Agreement. On May 29, 1996,
21 BellSouth accepted TCCF's formal service request for 201 line ESSX agreements
22 for 73 months. Exhibit No. ____ (ENR-5). This network is described by

1 Charlotte R. Webb in her letter dated May 31, 1996. Exhibit No. ____ (ENR-6).
2 Nineteen locations (with additional locations to be identified) throughout the state
3 of Florida were selected. However, the promised services were never delivered.
4 As an example, only a few accounts were converted at various times. Most of
5 these were converted by first disconnecting all of the customers' services (some
6 customers lost service for several days, if not a week or more) and then providing
7 new service which was nothing like what was previously in place. BellSouth
8 delivered TCCF flawed service that created numerous service issues. See Exhibit
9 No. ____ (ENR-7) for some examples of the problems TCCF experienced.

10 **Q. Explain the significance of the 73-month ESSX contract you refer to above.**

11 A. The 73-month equipment contract mentioned above is relevant because it is the
12 document recognized by the BellSouth tariff as the official agreement between
13 TCCF and BellSouth. The 73-month term is significant because by tariff it
14 qualifies the leasing party (TCCF) for charges at that tariff rate. Prior to the
15 takeover of the account by the Birmingham, Alabama, team TCCF had entered
16 into an initial agreement for the first ESSX system for the Orlando Magnolia
17 central office. This document was superseded by the letter of agreement between
18 BellSouth and TCCF signed on May 29, 1996, prior to the removal of that service
19 from the active tariff.

20 **Q. How did TCCF intend to provision ESSX under the Agreement?**

21 A. TCCF intended to resell BellSouth ESSX service to its customers. As the
22 Commission will see via the attached exhibits, not only did TCCF contract for the

1 appropriate ESSX service, TCCF also had specific wording added to its resale
2 contract to confirm its intent to resell ESSX. Further, TCCF continually worked
3 with the appropriate BellSouth support personnel to confirm its plan, as the
4 attached exhibits demonstrate. However, BellSouth has never successfully
5 implemented the agreed upon plan.

6 **Q. Under the current resale agreement, how did the resale of ESSX proceed?**

7 A. Mr. Koller provides a detailed chronology of the numerous problems which TCCF
8 experienced trying to resell ESSX and I will not repeat those here. Suffice it to
9 say that since the signing of our original Resale Agreement with BellSouth up to
10 the present, BellSouth has failed to provision ESSX for resale and appears to have
11 done everything in its power to prevent TCCF from being successful in the
12 market. Such actions include everything from continual delays in provisioning to
13 cutting off customers to numerous changes in the BellSouth Account Team. As
14 recently as November 25 of this year, BellSouth ignored critical change orders on
15 existing ESSX customers that resulted in three of our largest customers losing long
16 distance service for over 24 hours.

17 **Q. Describe the problems caused by the frequent personnel changes on the**
18 **BellSouth ESSX Account Team.**

19 A. While TCCF continually attempted to work with BellSouth personnel to provision
20 ESSX, the account management team responsible for ESSX changed at least 4
21 times over a 2-year period. Each team seemed to have no idea of the work done
22 or promises made by the prior team.

1 Because personnel was continually changing, it was very difficult to make
2 progress on ESSX implementation. Each new team had to be briefed as to where
3 in the process we were and then had to check with prior team members or other
4 BellSouth management personnel before making any decisions. There just was no
5 continuity and this made for a very frustrating situation as TCCF tried to move
6 forward with its Business Plan.

7 The Account Team in charge at any given time implemented procedures
8 and undertook activities pursuant to the goals of that team as it related to the
9 implementation of ESSX. Each team acted within the guidelines as they
10 understood them, but ignored or discarded previous guidelines set forth by the
11 previous team as if we were starting all over each time a team transitioned to the
12 forefront.

13 **Q. What effect has BellSouth's inability to provision ESSX for resale had on**
14 **TCCF?**

15 A. The answer is obvious. TCCF has not been able to meet its financial Business
16 Plan. TCCF has sold its Metro Service to its subscribers for two years. This
17 service is the same as ESSX; it just costs more! In doing so, TCCF has sold
18 below its costs since it has been forced to provide its customers with standard
19 BellSouth services that costs TCCF nearly twice as much per line. See Exhibit
20 No. ____ (ENR-8).

21 During the past 5 months, TCCF has been forced to adjust its pricing to
22 its customers (I thought competition was supposed to reduce customer rates via

1 competition), thus losing a large portion of them back to BellSouth because we
2 cannot give them the promised services and pricing. So not only has BellSouth
3 hurt our profitability, it has also put us in a position of losing much of our
4 customer base because we have had to change our pricing. Further, customers do
5 not believe in us and we have lost our reputation as solid providers.

6 **Q. What effect have BellSouth's actions had on consumers?**

7 A. As this Commission is well aware, the purpose of the Telecommunications Act of
8 1996 is to bring local competition to consumers. In order to do so, the Act
9 requires, among other things, that LEC services be available for resale and requires
10 that resale occur on a fair and nondiscriminatory basis. What has occurred in
11 TCCF's case is the very antithesis of what the Act requires. Competition has been
12 thwarted at every turn and the benefits of competition have not been available to
13 consumers.

14 **Q. Why is it important for the Commission to understand the entire series of**
15 **events surrounding TCCF's attempt to resell ESSX under its current Resale**
16 **Agreement?**

17 A. The background of the current dispute is important to put the issues in this case
18 in context. Though the Telecommunications Act of 1996 requires BellSouth to
19 offer ESSX for resale, BellSouth has thwarted TCCF's ability to do so at every
20 turn for the past 2 years. It has not provisioned the service appropriately, and it
21 has been the cause of lengthy delays resulting in customer losses. BellSouth's
22 activities have resulted in just the opposite of the result anticipated by the Act --

1 the advent of local competition. BellSouth's actions have caused customers to
2 return to or stay with BellSouth, and TCCF's ability to do business in Florida has
3 been greatly damaged as a result.

4 **Q. Didn't TCCF and BellSouth enter into a settlement regarding ESSX issues?**

5 A. Yes. On March 14, 1997 TCCF and BellSouth entered into a settlement.

6 **Q. Doesn't this settlement take care of TCCF's concerns described above?**

7 A. No, for two reasons. First, when TCCF entered into the settlement, BellSouth
8 promised the ESSX problems would be remedied. As the detailed discussion
9 above (and Mr. Koller's testimony) indicate, nothing has changed! BellSouth is
10 still not appropriately provisioning ESSX.

11 Second, problems with ESSX have continued from March 14, 1997 to the
12 present. That period is not covered by the settlement. We have been experiencing
13 delays as recently as November 11, 1998. Exhibit No. ____ (ENR-9).

14 **Q. What action should the Commission take in regard to TCCF's ESSX
15 complaint?**

16 A. First and fundamentally, the Commission should use its regulatory powers to
17 ensure that the Act's goals are met. It should be sure that BellSouth complies
18 with its obligations under the Act so that local competition can develop in Florida.

19 Due to BellSouth's failure to honor its current Resale Agreement for
20 ESSX, the Commission should order BellSouth to allow TCCF to resell ESSX
21 services for a period of at least 18 months from the execution of the new Resale
22 Agreement so as to correct BellSouth's lack of performance over the last 3 years.

1 This would give TCCF the opportunity to build its customer base to a level it
2 would be at today if BellSouth had properly provisioned ESSX as the original
3 Resale Agreement requires.

4 In addition, the Commission should require BellSouth to support and
5 provide ESSX services today and in the future. Though BellSouth may argue that
6 the more appropriate product to provide to TCCF is MultiServ, ESSX is the same
7 product, only unbundled. Alternatively, BellSouth should offer its new product,
8 MultiServ to TCCF at the same price points. The Commission should also ensure
9 that there is no limitation on order flow. (In the past BellSouth has suggested it
10 can only do very small sets of orders).

11 Finally, in order to monitor BellSouth's progress (and perhaps provide an
12 incentive for compliance), BellSouth should provide a monthly status report to the
13 Commission.

14 **ESSX Arbitration**

15 **Q. Is TCCF entitled to have ESSX in the new Resale Agreement?**

16 A. Yes.

17 **Q. Please explain.**

18 A. BellSouth never provisioned ESSX as required under the current Resale
19 Agreement. To remedy this, it must be included in the new Agreement. This is
20 the only remedy TCCF has. Further, to remedy BellSouth's failure to perform,
21 ESSX should be available to current customers until the 73-month agreements
22 expire under the current tariff provisions. It should also be available to new

1 customers for at least 18 months to replace the time BellSouth denied TCCF
2 access to the product via numerous delays and failures described above.

3 **Q. What requirements should the Commission place on BellSouth to ensure that**
4 **ESSX is provided appropriately under the new Agreement?**

5 A. The new Agreement should provide for the support of all services through the 73-
6 month contract period for all users currently on the system. For a period of at
7 least 18 months, BellSouth should be required to provide new ESSX services to
8 TCCF subscribers to allow it to carry out its Business Plan. BellSouth has done
9 everything in its power to delay the implementation of ESSX by TCCF. The
10 Commission should ensure that this does not occur under the new Agreement.

11 **Q. Has BellSouth offered to provide TCCF with MultiServ in place of ESSX?**

12 A. Yes.

13 **Q. What is the difference between ESSX and MultiServ?**

14 A. MultiServ and ESSX service utilize the same central offices for providing services.
15 The primary difference is that ESSX is an unbundled service offering using over
16 1800 USOC codes for implementation and administration, and MultiServ uses
17 approximately 400 USOC codes to provide the same central office based services.
18 The administrative advantage of MultiServ does not offset the cost differential.
19 Exhibit No. ____ (ENR-10).

20 **Q. Could MultiServ be used in place of ESSX?**

21 A. Yes. MultiServ could be utilized in place of the existing ESSX arrangement.
22 This service offering provides all of the feature and operational capability of the

1 ESSX service and also offers additional features and services. The bundled
2 arrangement of MultiServ provides a wide variety of features in an easy to use
3 format and, administratively, it provides additional benefits with less effort.

4 **Q. Then what is the problem with TCCF reselling MultiServ?**

5 A. The primary drawback to this service is the cost involved. Comparative systems,
6 including size and features, result in a 40% increase in cost to TCCF of MultiServ
7 when compared to a similar ESSX system. This increase continues to grow as the
8 system increases in size. To be fair, BellSouth should offer TCCF a special
9 contract based on term and volume commitment that would allow TCCF to receive
10 the same price points as ESSX if it must substitute MultiServ for the ESSX
11 service it was never able to resell.

12 **Q. Is TCCF willing to accept MultiServ in place of ESSX for resale?**

13 A. Yes, but only at the same price points. TCCF could sign a term and volume
14 commitment that would justify the special pricing.

15 **Q. Does this conclude your direct testimony?**

16 A. Yes.

1 BY MS. KAUFMAN:

2 Q Mr. Ripper, do you have a summary of your
3 testimony?

4 A Yes, I do.

5 Q Okay. Please proceed.

6 A Thank you. Good morning, Commissioners. I
7 am Kip Ripper, the president of the Telephone Company
8 of Central Florida, better known as TCCF. TCCF is a
9 small reseller of telecommunications services. ESSX
10 resale is the cornerstone of our business plan. ESSX
11 is the major CLEC product sold to most of TCCF's
12 customers.

13 BellSouth and TCCF negotiated and entered
14 into a resale agreement on May the 28th of 1996.
15 During the negotiation period, I made it perfectly
16 clear to BellSouth that TCCF's vision for success was
17 the resale of ESSX services. In fact, on May the
18 29th, 1996, the day after I signed the BellSouth
19 resale agreement, I traded letters with the BellSouth
20 account team to confirm TCCF's ordering of these
21 services. If you look at Exhibit ENR-5, you'll see a
22 copy of these letters.

23 In fact, my negotiations with Charlotte
24 Webb and Wade Johnson specifically resulted in the fax
25 letter that is blown up and provided for this

1 proceeding. These are the documents in front of you.

2 Ms. Webb and I spent several days working
3 on the design of TCCF's ESSX systems. This letter
4 clearly confirms that BellSouth could and would
5 provide the ESSX services necessary for TCCF to be
6 successful. This letter specifically lists the
7 features, services, and design criteria that TCCF
8 required. Charlotte also provides a diagram of our
9 solution. Again, it's blown up here. It's very, very
10 clear that we were going to provide these ESSX
11 services to our various customers in the wire centers
12 that we had made commitments for.

13 Please note that the ESSX pricing for this
14 application was also included in this fax letter. You
15 can find it by reading Exhibit ENR-6 attached to my
16 testimony. The cost per ESSX station for this
17 configuration is \$17.79. This price point allowed
18 TCCF to be very effective in marketing and selling
19 these services to commercial users in the State of
20 Florida.

21 TCCF confirmed several times that it was
22 okay with BellSouth to resell its ESSX services. See
23 Exhibits ENR-1 and ENR-2 for confirming letters.
24 Again, those are attachments to my testimony. Those
25 letters were from Mr. Wade Johnson, the head of the

1 account team, and Mr. Jerry Hendrix, who is
2 responsible for the negotiations of all of BellSouth's
3 resale agreements.

4 Even after all of these commitments from
5 BellSouth's management team, TCCF has never, and I
6 mean never, been able to provision one customer, as
7 confirmed by these documents from Charlotte Webb
8 shortly after signing the agreements.

9 BellSouth does not dispute its inability to
10 provision TCCF's customers. These adventures have
11 left TCCF's customers without services for as long as
12 five days. See Exhibit ENR-7 again attached to my
13 testimony for the description of the events
14 surrounding our first set of orders that BellSouth
15 tried to provision for ESSX. The episodes of
16 September 1996 were to set the stage for all of TCCF's
17 attempts to provision ESSX. Ten orders were attempted
18 by BellSouth. All of the customers went without any
19 telephone service from Saturday morning of Labor Day
20 weekend until the following Tuesday, and some until
21 Thursday morning. I mean, they were entirely out of
22 service.

23 TCCF lost all of these customers back to
24 BellSouth. Ten for ten, not a bad start for them, but
25 not a good start for us. As of today, BellSouth has

1 only been able to activate 150 lines and 19 accounts,
2 versus the nearly 5,000 lines we contracted for on May
3 the 29th of 1996. This over a period of 33 months
4 since May of 1996, not what TCCF expected.

5 Without access to ESSX services or, as a
6 substitute, MultiServ at a 40% discount, TCCF will not
7 be able to execute on our original business plan. You
8 can see the financial plan in Exhibit No. 4 again
9 attached to my testimony.

10 It's not fair or equitable to allow
11 BellSouth to cut off TCCF from these services due to
12 BellSouth's negligent or malicious lack of
13 performance. The Commission should require BellSouth
14 to fulfill its written commitments to TCCF for ESSX
15 services, no more or no less than that.

16 Thank you.

17 Q Does that complete your summary,
18 Mr. Ripper?

19 A Yes, it does.

20 COMMISSIONER JACOBS: Do I understand that
21 you provided an alternate service? Once you signed
22 your subscribers up and you couldn't provide ESSX, you
23 provided an alternate service?

24 WITNESS RIPPER: What we were able to do
25 under the circumstances was to move the customers

1 directly into our billing group, leaving them on the
2 services that they currently had, which meant that we
3 had to pay a premium for those services, meaning that
4 we had to pay anywhere between \$40 and \$50 per line
5 for normal business services.

6 COMMISSIONER JACOBS: Now, did you lose
7 those customers also, or did you keep them?

8 WITNESS RIPPER: Yes, we did, because at
9 some point in time I could not stand the economic
10 differential and had to eventually tell those
11 customers that they would have to pay a much higher
12 rate for their services, and we lost over 5,000 lines
13 of service that we had contracted for with customers
14 because we could not get them provisioned.

15 COMMISSIONER JACOBS: Thank you.

16 MS. KAUFMAN: Mr. Ripper is available for
17 cross.

18 COMMISSIONER CLARK: Ms. Keyer?

19 MS. KEYER: Thank you.

20 CROSS EXAMINATION

21 BY MS. KEYER:

22 Q Good morning, Mr. Ripper.

23 A Good morning.

24 Q Mr. Ripper, do you have a copy of the
25 resale agreement entered into with BellSouth dated May

1 28, 1996, with you?

2 A I don't believe that I have one with me.

3 Q While we're waiting on that, let me just
4 ask you another question to just speed things along.
5 You indicate you've lost over 5,000 lines of service,
6 and you've made various statements to that effect.
7 But in all the exhibits that have been attached, there
8 is no documentation reflecting that, is there?

9 A No, there's not.

10 Q Now, I believe you've been handed a copy of
11 the resale agreement.

12 A Yes, I have.

13 Q Would you turn to page 2 of the agreement?
14 And Commissioners, this is Exhibit -- I believe it's
15 Exhibit 1 or 2 to Mr. Hendrix's direct testimony.

16 Okay. If you look under section Roman
17 numeral III.A, would you read the first part of that
18 provision?

19 A Certainly. "Reseller may resell the
20 tariffed local exchange, including Centrex type
21 services available under Section A12 of the Florida
22 tariff, and toll telecommunications services of
23 BellSouth, subject to the terms and conditions
24 specifically set forth herein."

25 Q And that specifically states that it would

1 be Centrex type services available under the tariff
2 and subject to the terms and conditions of that
3 tariff; is that correct?

4 A That's true. And I had asked that language
5 to be put in the document during negotiations.

6 Q And if you will also look at the -- well,
7 let me ask you another question now. I believe TCC
8 has approximately 3,000 -- TCCF, I'm sorry, has
9 approximately 3,000 ESSX lines consisting of several
10 hundred customers; isn't that right?

11 A Today we have only 150 ESSX lines in
12 service.

13 Q Well, when your deposition was taken about
14 a week ago on January 14, 1999, you testified that you
15 had approximately 3,000 ESSX lines consisting of
16 several hundred customers. Has that changed today?

17 A No.

18 MS. KAUFMAN: Ms. Keyer, excuse me. If you
19 have a specific reference in his deposition, maybe he
20 could take a look at it.

21 MS. KEYER: Yes. And while I'm doing that,
22 I would like to go ahead and identify his deposition
23 as an exhibit and move it into the record.

24 BY MS. KEYER:

25 Q This is on page 18, lines 9 through 14.

1 The question is, "Okay. My question, Mr. Ripper, was
2 do you know how many customers you have today that are
3 ESSX customers?"

4 Answer: "We probably have approximately
5 3,000 lines, which probably would account for several
6 hundred customers."

7 A We do have approximately 3,000 lines that
8 were sold as ESSX services, and they are being
9 provided by other BellSouth services at a higher
10 price. Those services are not provisioned as ESSX
11 services as they should be. We only have 150 lines
12 converted to ESSX. This means that I am paying a
13 penalty of a significant amount of money each month to
14 keep these 3,000 customers happy.

15 COMMISSIONER CLARK: Ms. Keyer, we will
16 identify it as Exhibit 4.

17 MS. KEYER: Thank you.

18 COMMISSIONER CLARK: That is the deposition
19 of Mr. Ripper.

20 (Exhibit 4 was marked for identification.)

21 MS. KAUFMAN: Excuse me, Commissioner
22 Clark. Just as Mr. Wilburn hasn't had an opportunity
23 to provide his errata sheet, neither have my
24 witnesses, so they will do so if that's acceptable.

25 COMMISSIONER CLARK: Yes. The depositions

1 are admitted with the understanding that the errata
2 sheet will be part of the exhibit.

3 BY MS. KEYER:

4 Q Mr. Ripper, is it true that you have been
5 trained very specifically on ESSX-like services,
6 specifically Centrex-like services?

7 A Yes, I do have a lot of training.

8 Q And you've referred to this letter of
9 Charlotte Webb's, and I believe you said you had
10 several conversations, and you two worked together on
11 working out that design, if you will; isn't that
12 right?

13 A That's correct.

14 Q Now, could you explain to the Commission
15 what your business plan was and how ESSX service
16 applied to that plan?

17 A Yes. Clearly, ESSX has a lower price point
18 than other BellSouth services available in the
19 tariffs. I have an experience of reselling these
20 types of services in other venues in other states and
21 knew while I was negotiating my contracts with
22 BellSouth that it was very important to make
23 commitments to get these types of services before
24 BellSouth had an opportunity to grandfather them.
25 That's why it was so important for me to make a

1 contract commitment before the 30th of May.

2 Q Because you knew that ESSX was being
3 grandfathered; right?

4 A Yes. I had been told by BellSouth
5 accounting personnel that BellSouth knew that the
6 price points for ESSX were much lower than all the
7 other products, and they wanted to get it off the
8 market before other resellers had access to it.

9 Q Now, isn't it true, Mr. Ripper, that the
10 way that you intended to provide ESSX service was, you
11 were going to use ESSX to -- and the stations within
12 an ESSX system to provide the equivalent of 1FB
13 service to your customers, to individual customers?

14 A No. There's a significant difference
15 between business dial tone and ESSX services. That's
16 the point of the business plan. I could go to
17 business customers and sell them ESSX services for a
18 much lower price point than they could buy business
19 services. And as you look at these documents, you can
20 see that the ESSX lines contain several features that
21 do not cost them additional monies.

22 Q And to them it looks like what we commonly
23 refer to as a 1FB, right, their business line?

24 A Oh, not at all. They know specifically
25 that they're buying a service that's much more

1 enhanced. It's your ESSX services, and that's what we
2 sold. We told our customers they were buying enhanced
3 services via your ESSX tariff.

4 Q Now, in the typical ESSX -- an ESSX system
5 is made up of various stations; isn't that right? In
6 your situation, your ESSX system was made up of 201
7 stations?

8 A Our original request for a commitment to
9 the contract was a 201-line commitment for 23
10 BellSouth wire centers or central offices, yes.

11 Q And your plan was to issue individual
12 service using those 201 stations to -- under your
13 plan, you could have effectively done it to 201
14 different customers; isn't that right?

15 A That's possible, but I don't believe that
16 the standard business customer's average lines are one
17 each. I think it's more like two to five.

18 Q Now, when ESSX is put together and
19 purchased, very often a company has the whole ESSX
20 system, isn't that right, because ESSX is used more or
21 less as a central office? The equipment is in the
22 central office, and it provides the switching for the
23 company?

24 A I think the advantage of those types of
25 services, ESSX or Centrex-like services, allows an end

1 user to have basically PBX from the local telephone
2 company. The service competes with PBX providers.
3 But ESSX has a major advantage over a PBX. That's
4 that you can have SLAs. You can have several
5 different locations using a Centrex-like or ESSX
6 service.

7 For example, if you take the state
8 government of Florida and you look at Tallahassee, I
9 am aware or was aware a few years ago that you bought
10 services from United or Sprint, and that allows you to
11 have communication around the city through all these
12 different SLAs, in essence, providing these people at
13 different locations with one unified service.

14 Now, recognizing the issues with the
15 intercom, we asked intercom services to be deleted.
16 We were not trying to, quote, unquote, beat the
17 intraLATA toll situation.

18 So, yes, we were looking to provide this
19 service to our end users just like ESSX users
20 basically have offices all over town. It allows the
21 customer to aggregate services to different
22 locations.

23 Q But you had individual customers at those
24 different locations. Those were not the same
25 customer; isn't that true?

1 A Well, many of the customers that I signed
2 up, real estate companies and law firms, utilized
3 these types of services already. So, yes, they were
4 using multiple locations. Again, that's the advantage
5 of ESSX.

6 Q Mr. Ripper, my question is, you had several
7 different individual customers at several different
8 locations. They were not all connected with one
9 customer; isn't that true?

10 A I'm sorry. I misunderstood your question.
11 Yes, we did sell to more than one customer in a wire
12 center.

13 Q And because of that arrangement that you
14 had in using ESSX service, your long distance carrier
15 was not able -- under the typical ESSX arrangement,
16 your long distance carrier was not able to bill those
17 individual customers, isn't that right, without some
18 change to the design that you and Ms. Webb put
19 together?

20 A No, that's not true at all. As a matter of
21 fact, the design was based on her experience in
22 dealing with the Federal Government in Birmingham,
23 Alabama. And they very expressly used exactly the
24 same configuration to support customers in Birmingham
25 and other BellSouth states, and it did allow them,

1 using this configuration, to get billing information
2 on station information.

3 As a matter of fact, Ms. Webb's experience
4 -- she came back to me. I wanted to use SMDR, station
5 message detail recording, for each CO to get the
6 information, a standard ESSX feature. She said,
7 "Mr. Ripper, that's not the way to go. My 20 some
8 years experience tell me that you need to do what the
9 Federal Government did with FTS 2000, and that's to
10 get the call records from us on a network basis to
11 your carrier, WilTel, shows a high capacity digital
12 connection to a WilTel POT, and WilTel does not have a
13 problem providing the services."

14 In fact, your account team tried to do this
15 several times, and I don't understand what the issues
16 are, because you provide these services to other
17 agencies as we sit here today.

18 Q Well, Mr. Ripper, do you have any direct
19 knowledge of that other than what you say -- I mean,
20 what are you basing that on?

21 A Thirty years experience in dealing with
22 agencies in the Federal Government.

23 Q Okay. Now, isn't it true that WilTel
24 informed BellSouth that it had to have PRIs in order
25 to have what they all ANIs transported in order to

1 bill the customers?

2 A That's not true.

3 COMMISSIONER JACOBS: Can I decipher some
4 of that?

5 MS. KEYER: ANI is automatic number
6 identification.

7 WITNESS RIPPER: If you would like me to
8 explain, I'll be happy to.

9 MS. KEYER: PRI is primary rate.

10 WITNESS RIPPER: Primary rate interface.

11 MS. KEYER: Interface, right.

12 COMMISSIONER JACOBS: I assume that's just
13 an alternative of exchanging billing information.

14 MS. KEYER: Right. They had to have the
15 PRIs, the primary rate interface, in order to send
16 these digits, this billing information, in order to
17 bill the individual customers.

18 WITNESS RIPPER: Actually, I totally
19 disagree with that. The ESSX --

20 COMMISSIONER CLARK: Let me just say,
21 Mr. Ripper needs to testify, so he needs to answer
22 those questions.

23 MS. KEYER: Right.

24 BY MS. KEYER:

25 Q Go ahead.

1 A Actually, over the course of the last 20
2 years, the technology is evolving. There were
3 technology systems in place starting in the '70s for
4 what was called ESPS, EPCS networks, which were
5 electronic digital tandem service systems that
6 utilized Centrex services. Multiple different types
7 of electronic and digital COs were able to send the
8 carrier the ANI information. That's the digital
9 information that comes from the central offices that
10 allows the long distance carrier to know what
11 telephone number made a telephone call.

12 So ANI, automatic number identification, is
13 an acronym that was set up in the '50s. Today that
14 ANI name is still used to identify your particular
15 phone number. So if your phone number at home is
16 555-5555, the carrier needs to know that it's you that
17 was making the long distance telephone call.

18 CAMA/LAMA technology -- I mean, there's a
19 whole myriad of ascendancies that occurred from a
20 technology point of view, and today PRI is the primary
21 way of providing these types of services.

22 We had no problem with BellSouth wanting to
23 upgrade the system from a LAMA/CAMA to a PRI type
24 situation to give us the services. It was better
25 technology. But it wasn't a necessity. Services

1 could have been provided on a standard basis based on
2 Ms. Webb's letter.

3 COMMISSIONER JACOBS: But is it true then
4 as a result of upgrading to the newer technology that
5 there were some technical issues that had to be worked
6 out with your long distance carrier?

7 WITNESS RIPPER: My long distance carrier
8 was capable of doing this either way. What we had to
9 do was to wait for BellSouth to go through a process
10 internally of paperwork and asking us to sign off on
11 that saying this was, in essence, a special business
12 case and wanting us to pay a \$500 fee.

13 I had no problem doing that if it got me my
14 end result, which was the services they committed to
15 me back in 1996. That process took nearly 18 months
16 and kept my customers from getting long distance
17 services at the price point that we had contracted
18 for.

19 So this whole process was an internal
20 paperwork process that's documented. And I think
21 Mr. Koller, another witness, could identify what we
22 had to go through in that process more specifically.
23 He was involved day in and day out.

24 So my take is that that was a delaying
25 tactic to keep us from being able to get our price

1 points. We did not have a problem with our carrier.

2 BY MS. KEYER:

3 Q In fact, though, Mr. Ripper, the 5ESS
4 switches were not able to do what your plan required
5 in terms of billing your customers, and that's the
6 technical parts that had to be basically upgraded;
7 isn't that true?

8 A When you folks proposed that we use PRIs --

9 COMMISSIONER CLARK: Mr. Ripper, yes or no
10 first, and then answer it, because sometimes we don't
11 understand if your answer is a yes or no.

12 WITNESS RIPPER: I'm sorry. Please ask it
13 again. I apologize.

14 BY MS. KEYER:

15 Q Isn't it true that the 5ESS central offices
16 were the ones that had to be upgraded in order to be
17 able to bill your customers using this arrangement?

18 A It's true that you -- yes, it's true that
19 you needed to upgrade your 5ESSs to provide the
20 tariffed services you were offering.

21 Q Now, will you turn to Section III.A on page
22 2 of the resale agreement again? And if you would,
23 read the last sentence of that provision.

24 A Yes, ma'am, I will. "Notwithstanding the
25 foregoing, the following are not available for

1 purchase: Grandfathered services, promotional and
2 trial retail service offerings, lifeline and linkup
3 service, and contract service arrangements."

4 Q And that provision basically states that
5 grandfathered services are not available for purchase,
6 does it not?

7 A Yes, it does.

8 Q And are you aware, Mr. Ripper, of the FCC's
9 First Report and Order that was issued in August of
10 1996 in which the FCC stated that grandfathered
11 services were not available for resale to new
12 customers?

13 A I have some awareness of some of these
14 reports and have read portions of them.

15 Q Are you also aware that this Commission,
16 the Florida Commission's order issued December 31,
17 1996, followed the FCC's First Report and Order?

18 A I'm not aware of whether they followed each
19 other, but I do believe I've been given recently a
20 copy of a Florida order. If would you like to look at
21 it, you can tell me if that's what you're asking me
22 about, and I'll be glad to look at that.

23 Q I'm just asking you, are you aware that the
24 Florida Public Service Commission has held that
25 grandfathered services are not available for resale to

1 new customers?

2 A I'm aware of the order. I'm not in
3 agreement with what you just said totally.

4 Q Now, you talked in your summary, and you've
5 got a lot of references in your testimony, and I
6 believe you referred to some today on cross
7 examination about some problems with customers and
8 being out of service, et cetera. I want to talk a
9 little bit about the time periods that were covered by
10 settlements and adjustments from BellSouth to TCCF
11 regarding ESSX service and problems that were
12 encountered.

13 Isn't it true that you negotiated and
14 signed a Confidential Full Release and Settlement
15 Agreement with BellSouth on April 25th, 1997?

16 A Yes, that's true.

17 Q And in that agreement, didn't you on behalf
18 of TCCF, and I'll quote, forever release BellSouth
19 Telecommunications, Inc. and all other entities
20 leased, operated, or controlled by or allied with it,
21 together with its successors and assigns, and all
22 other persons or entities of and from any and all
23 claims, actions, causes of action, costs, known or
24 unknown damages to TCCF which TCCF may have or may
25 claim to have arising from whatever cause, occurrence,

1 or non-occurrence on or before March 14, 1997?

2 MS. KAUFMAN: I'm going to object. That
3 was an awful lot of language. If you would like
4 Mr. Ripper to look at it, I think that would be fair.

5 BY MS. KEYER:

6 Q And, Mr. Ripper, just keep in mind that the
7 settlement itself is confidential.

8 A Yes, this is the release that I signed, and
9 I'm assuming that what you just read came from here.
10 So the answer would be, yes, we did agree to this.

11 Q And didn't TCCF also agree in that
12 settlement agreement and as part of that settlement
13 that the, quote, Confidential Full Release and
14 Settlement Agreement shall apply to all unknown and
15 unanticipated damages resulting from the matters
16 referred to herein, as well as to those damages now
17 disclosed? You can look at the agreement.

18 A Yes, that's what it says.

19 Q And didn't you also agree on behalf of TCCF
20 that the consideration referred to in the settlement
21 agreement, quote, fully compensates TCCF for damages?

22 A Yes, through March of 1997, March the 14th
23 of 1997, yes.

24 Q And further, Mr. Ripper, when you signed
25 the agreement on behalf of TCCF, you acknowledged that

1 there was no agreement or promise on the part of BST
2 or BellSouth to do anything else or pay anything or
3 omit anything else other than what is outlined in that
4 agreement?

5 A The agreement I think stands on its own
6 reading and should be taken for exactly what it says.
7 I agree with that.

8 Q And lastly, I just have one last thing.
9 Does it not also say that that is a compromise of a
10 disputed claim of liability, and TCCF understands that
11 BellSouth does not admit any liability by reason
12 hereof?

13 A Yes.

14 Q Now, on or about October 6, 1997, you had a
15 meeting with Marc Cathey and agreed in that meeting to
16 resolve outstanding operational issues to do with
17 getting ESSX services provisioned at that time, didn't
18 you?

19 A We had discussions about operational
20 issues, yes. Did I agree to a settlement at that
21 time? No.

22 Q Mr. Ripper, in your deposition -- your
23 deposition was taken on January 14th, 1999. Do you
24 remember that?

25 A Yes, I do. I have a copy right here.

1 Q Okay. On page 29, lines 10 to 12, we were
2 discussing the October 7th letter and your
3 conversations you had with Marc Cathey at that time,
4 and I asked you this question. "You agreed to resolve
5 outstanding operational issues at that time?" And
6 your answer was, "That's true," is that correct?

7 A That is correct.

8 Q I have just one -- just a couple more
9 questions, Mr. Ripper. Isn't it true that TCCF had
10 some problems with your long distance carrier, WilTel?

11 A We never had any substantial service
12 problems with them, no.

13 Q Well, your customers were out of service,
14 weren't they, for anywhere from a few days to a
15 two-week period when WilTel refused to provide or quit
16 providing long distance service to your customers?

17 A We did have a dispute with them, and we
18 moved our services to Sprint. I believe that most of
19 our customers in that particular situation were
20 restored within a day to two days.

21 Q Well, in fact, some were out for two weeks
22 or more; isn't that right?

23 A Not that I'm aware of.

24 Q And TCCF lost a substantial part of its
25 customer base as a result of that, didn't they?

1 A No, I don't believe so.

2 MS. KEYER: Okay. That's all I have.

3 COMMISSIONER CLARK: Staff?

4 CROSS EXAMINATION

5 BY MS. MCKINNEY:

6 Q Good morning, Mr. Ripper.

7 A Good morning.

8 Q I have several more questions for you
9 concerning the ESSX and TCCF's business plan. I'm
10 also going to ask you about the original resale
11 agreement with BellSouth and discuss the settlement
12 agreement that you were just talking to Ms. Keyer
13 about.

14 A Yes, ma'am.

15 Q First let's discuss the business plan. You
16 explained to Ms. Keyer earlier -- you described the
17 ESSX service and generally how it worked. Could you
18 tell us how TCCF intended to use the ESSX in its
19 business plan?

20 A Yes, I would be glad to do that. It was
21 our intention, and actually it is what we did. We
22 trained our sales force and our sales agents to sell
23 the ESSX services. Our name for that service, our own
24 name, we called it Metro Service. But in our
25 description to our customers, we told them that the

1 underlying service was BellSouth ESSX services.

2 I believe Mr. Wade Johnson wrote us a
3 letter in June or July of 1996 supporting that, and we
4 utilized that support letter. I believe it's part of
5 the exhibits in my testimony. It says that we're
6 allowed to resell ESSX.

7 And over the course of a three-year period,
8 we sold in excess of 6,000 lines of these services in
9 the wire centers that we were contracted to sell the
10 services in. It was the main cornerstone of our
11 business plan.

12 Q Did TCCF intend to resell ESSX service as a
13 whole, or did TCCF intend to use ESSX to provide a
14 different service to its customers?

15 A I'm sorry. Could you explain what you're
16 asking? I'm not sure I understand.

17 Q Yes, Mr. Ripper. I'm trying to determine
18 whether you were informing your customers that you
19 were selling ESSX or you were using the service to
20 provide residential and business services to your
21 customers. Distinguish between the two. How were you
22 using it?

23 A Okay. First of all, we never sold, to my
24 knowledge, to any residential customer ESSX services
25 at all. We also trained -- I don't have the

1 documentation with me, but it certainly could be
2 provided to the Commission, the Staff and the
3 Commissioners. We had a training program that clearly
4 outlined for all of our sales people and our sales
5 agents that we were selling ESSX services to our
6 customer base, and we utilized the fact that we had a
7 lower price point and a better product to sell
8 business customers.

9 I have a 30-year experience in
10 telecommunications, and part of that was in selling
11 and marketing Centrex-like services to small
12 businesses when I worked for Ohio Bell and Bell of
13 Pennsylvania, and we sold these services to one, two,
14 three, four, five-line customers. And it can be a
15 very effective sale.

16 So we were selling these services to
17 customers because our price cost point was less than
18 \$18, and we could sell these services for literally
19 \$25 to \$30 a month to these people and still make a
20 very good profit and give them more, you know, bang
21 for the buck. It cost them \$35, \$40, \$50 for a
22 business line, and I could sell them a more
23 sophisticated service with more features for a lower
24 price point. I thought that's what competition was
25 all about.

1 So that's what we were trying to
2 accomplish. And again, I would be glad to give the
3 Commission, the Commissioners and the Staff, all of
4 the information that we used to train our people.

5 Q Mr. Ripper, earlier Ms. Keyer asked you
6 whether you knew BellSouth was going to grandfather
7 ESSX when you asked that the effective date be moved
8 back, and you said yes. Did BellSouth agree to change
9 that date?

10 A I became aware that ESSX services were
11 going to be grandfathered in early May based on
12 discussions I had with BellSouth's account team. I
13 then very aggressively negotiated my resale agreements
14 with BellSouth so that I could complete that
15 transaction and make a commitment to BellSouth so that
16 I could buy my ESSX services before they were
17 grandfathered, and in their own words, be
18 grandfathered in instead of being grandfathered out.
19 And that's what all the documentation over the course
20 of the last 33 months has indicated.

21 COMMISSIONER CLARK: You know, Mr. Ripper,
22 I'm not quite sure I understood how the grandfathering
23 worked. As I understood it, there was a period of two
24 days that, because you moved the contract up, it was
25 not grandfathered at that time. Did you interpret the

1 notion of grandfathering to mean for the life of your
2 agreement with BellSouth, you could sell that product?

3 WITNESS RIPPER: Yes. That's what they
4 told me.

5 COMMISSIONER CLARK: All right. Now, did
6 that mean, say, that -- did you have to purchase it
7 from them within that two days, or any time during
8 that two-year period you had the right to purchase
9 ESSX service, or whatever period your contract was?

10 WITNESS RIPPER: The way it was explained
11 to me by the account team in that May period was that
12 I had to have a resale agreement that said I could
13 sell Centrex services and that I had to make a
14 commitment to BellSouth to buy these ESSX services
15 before the grandfather date.

16 COMMISSIONER CLARK: Now, when you make a
17 commitment to buy ESSX service, is it one service, or
18 is it several services? I mean --

19 WITNESS RIPPER: I don't know if we're
20 communicating. We made a commitment to buy these
21 services in 23 different wire centers as --

22 COMMISSIONER CLARK: I see.

23 WITNESS RIPPER: By the commitment letters
24 of May the 29th.

25 COMMISSIONER CLARK: And so you made the

1 commitment to buy them, and when you made the
2 commitment, they could be provisioned at any time as
3 you needed them to serve your customers?

4 WITNESS RIPPER: Yes. And that's what all
5 of these documents have said for the last almost three
6 years.

7 COMMISSIONER CLARK: Okay.

8 WITNESS RIPPER: It's only since we got
9 into this dispute that BellSouth has taken the
10 position in their testimony --

11 COMMISSIONER CLARK: I understand that.

12 WITNESS RIPPER: Okay.

13 COMMISSIONER JACOBS: What about for the
14 new agreement? What's your position?

15 WITNESS RIPPER: I'm sorry?

16 COMMISSIONER JACOBS: What about for the
17 new agreement? You're about to enter into a new
18 arbitration agreement; is that correct?

19 WITNESS RIPPER: Well, yes. Our two-year
20 contract is up, and we've been trying for many months
21 to come up with something we both agree to, and this
22 is a sticking point for us. We had thought based on
23 their commitments to us in writing that we would be
24 able to continue to sell these services. And now, you
25 know, based on their testimony, they're taking a

1 totally different position, which is just unbelievable
2 to me. All along they told me that I specifically had
3 the rights.

4 If you look at the documents that I believe
5 Ms. Keyer was referring to about the grandfathering,
6 my interpretation of those documents would be that we
7 made a commitment to BellSouth before this service was
8 grandfathered. We took the time and the energy and
9 had the business knowledge to know that we needed to
10 do that. So as far as we were concerned, we were
11 doing this business beforehand.

12 I believe everybody knows that BellSouth
13 had an issue with ESSX because its price points are so
14 low that when they started to sell -- or sign resale
15 agreements, they wanted that product off the table.
16 So it rebundled that product into MultiServ at a 40%
17 higher cost to the consumer so that every person with
18 a resale agreement wasn't reselling ESSX services.
19 That could have been potentially disastrous to them.

20 And I believe in reading this, the big
21 issue here that everybody has from a CLEC/ALEC point
22 of view is that the incumbent telephone companies find
23 that they have a service that would allow someone in
24 resale to be successful in competing against them, and
25 they can take it off the table, make it grandfathered,

1 allow their own users to use it for many, many years,
2 and also on a month-to-month basis let people continue
3 to use it without having to sign contracts.

4 And I believe that's exactly what BellSouth
5 has done here, because recently they asked to be
6 allowed to continue to month to month sell ESSX
7 services. They have asked the Commission and received
8 your agreement, I believe, to continue to sell ESSX
9 month to month. They don't want me to sell it, but
10 they want to continue to provide it to their
11 customers. I think it's very unfair.

12 COMMISSIONER JACOBS: So they don't sell it
13 in the MultiServ packaging? They sell ESSX?

14 WITNESS RIPPER: Well, they do. But if you
15 were a customer buying ESSX, would you want to pay 40%
16 more to buy MultiServ? You'll go out and buy another
17 product from somebody else.

18 COMMISSIONER JACOBS: Oh, I see. You're
19 saying it's marketed under MultiServ, but customers
20 can get it as ESSX.

21 WITNESS RIPPER: Right. Almost all the
22 ILECs in the country, the old regional Bell, the seven
23 regional Bell companies, have taken their old Centrex
24 services off the market because the price points were
25 so low. In 1983, at the point of --

1 COMMISSIONER CLARK: Right, I understand.
2 But my question is -- I guess I'm trying to
3 understand. Are you saying then that even though that
4 is the case, that the ILECs can provide it to their
5 customers as ESSX with that 40% discount from the
6 MultiServ?

7 WITNESS RIPPER: To my knowledge, in the
8 State of Florida, there are literally tens of
9 thousands of lines of ESSX service still being
10 provided by BellSouth today, and those services can be
11 provided under their grandfathering clause. They're
12 allowed to provide those services month to month and
13 have asked for an extension, which I believe has been
14 granted. Yet they don't want me to sell it, or any
15 other reseller of services.

16 COMMISSIONER JACOBS: Thank you.

17 BY MS. MCKINNEY:

18 Q Mr. Ripper, earlier you were discussing the
19 Confidential Full Release and Settlement Agreement
20 with Ms. Keyer.

21 A Yes, ma'am.

22 Q We're going to pass you a redacted copy of
23 that. BellSouth filed it yesterday under a claim of
24 confidentiality, and it is entitled Full Release and
25 Settlement Agreement. It's identified by Staff for

1 this hearing as Exhibit ENR-11. I know you were
2 referencing it with Ms. Keyer, but I want to make sure
3 that we have the same agreement.

4 A It's the agreement that she gave me that
5 has my initials on the first page and I guess a couple
6 of --

7 Q Correct.

8 A -- dates, 3/14, 4/25.

9 Q Correct. And on the second page, that's
10 your signature?

11 A Yes, it is.

12 Q What period of time does the settlement
13 cover?

14 A Just the first eight months after the
15 agreement, from, I would say, the May the 29th
16 commitment date until March the 14th of 1997, leaving
17 another almost two years of service issues and
18 problems.

19 COMMISSIONER CLARK: Ms. McKinney, we'll
20 label this as -- mark it as Exhibit 5.

21 MS. MCKINNEY: Thank you.

22 (Exhibit 5 was marked for identification.)

23 BY MS. MCKINNEY:

24 Q Did TCCF sign any other settlement
25 agreements with BellSouth?

1 A No.

2 MS. MCKINNEY: I have no further questions
3 at this time, Mr. Ripper.

4 COMMISSIONER CLARK: Commissioner?

5 COMMISSIONER JACOBS: No.

6 COMMISSIONER CLARK: Redirect.

7 REDIRECT EXAMINATION

8 BY MS. KAUFMAN:

9 Q I'll try and work backwards, Mr. Ripper.
10 Looking at what Staff has identified as
11 Exhibit No. 5, the settlement, if you would turn to
12 the third page, the page where the document actually
13 starts.

14 A Okay.

15 Q And someone has numbered the lines for us.

16 A I don't have the copy you have, so you'll
17 have to tell me.

18 Q Okay. On the page that says Confidential
19 Full Release and Settlement, the third paragraph up
20 from the bottom that says, "TCCF acknowledges." Do
21 you see that?

22 A Yes, uh-huh.

23 Q Just take a minute and review that
24 paragraph. And you may have already answered this
25 question, but does that paragraph tell us what period

1 of time this settlement covers?

2 A That paragraph does not.

3 Q Okay. Let me show you my document.

4 A Yes, this settlement would be for any
5 damages up until March the 14th of 1997.

6 Q Ms. Keyer also asked you about an October
7 '97 alleged agreement, and she referred you to your
8 deposition at page 29, lines 10 through 12. Do you
9 have that in front of you again?

10 A I will open it up. The page again? I'm
11 sorry.

12 Q Page 29, lines 10 through 12.

13 A Yes.

14 Q And the question that she read to you was,
15 "You agreed to resolve outstanding operational issues
16 at that time?" And your response is, "That's true."
17 So it's true that you agreed to resolve outstanding
18 issues; correct?

19 A Absolutely, but they never got resolved.

20 Q That's what I was going to ask you. Were
21 these issues ever resolved? And if not, what
22 remained? What were they that was not resolved?

23 A Well, frankly, here we were another six
24 months past this agreement, after which we were
25 promised all of our problems would be taken care of by

1 BellSouth. We still had no long distance access
2 through our T1 services. We still were not able to
3 actively submit our ESSX customers for conversion.
4 And Mr. Cathey sat down and said, "Look, we've now
5 gotten this document that will let us do this primary
6 rate ISDN thing. We're going to go forward."

7 And I said, "Wonderful. Let's do it."

8 And he sent me a document with some rates.
9 It wasn't going to cost us anything. I said, "Fine.
10 Here's a check for \$500. Let's go do it." And I
11 believe that those letters are provided back and forth
12 between the companies. But we didn't get PRI. We
13 didn't get these services, and our customers didn't
14 get converted. I just wish that Bellsouth had lived
15 up to their part of the bargain.

16 Q Ms. Keyer also asked you about some
17 upgrades that needed to be done to 5ESS switches. Do
18 you recall those questions?

19 A Yes.

20 Q In your opinion, Mr. Ripper, are those
21 upgrades the responsibility of TCCF or of BellSouth?

22 A They're not responsible -- no, they're not
23 responsible at all. They have an obligation if they
24 have a tariffed product to upgrade their own central
25 offices.

1 Q Ms. Keyer also asked you about a statement
2 I think that you might have made in your summary,
3 where you said that I think you had lost about 5,000
4 lines; is that correct?

5 A Yes. Since May of 1998, we've had to tell
6 our customers we could no longer accept the financial
7 responsibility of paying for higher cost services, and
8 that put us in a position of many of our customers
9 going away because we didn't provide them the services
10 at the price points they wanted. We wanted them to
11 pay higher prices.

12 Q Now, your information about those 5,000
13 lines, what is that based on? Is it based on your own
14 personal knowledge of working in the business?

15 A It's based on my own personal knowledge of
16 our customer base and what kinds of customers we've
17 lost. I believe in May of 1998, our LEC bill to
18 BellSouth was in excess of \$350,000. Our last month's
19 bill was \$90,000. Most of that difference is based
20 upon losing the customer base because we couldn't get
21 it provisioned.

22 Q Now, Ms. Keyer also referred you to the
23 resale agreement, and I think Commissioner Clark had
24 some questions about that III.A, and I think Ms. Keyer
25 had you read that into the record, and it relates to

1 grandfathered services.

2 Now, what was your understanding of how
3 these ESSX services that you signed up for via this
4 letter related to any issue about grandfathering?

5 A Again, it was my understanding, based upon
6 dialogue and letters from the BellSouth management
7 team, that as long as we made the ESSX commitments
8 before BellSouth requested the grandfather clause on
9 May the 30th that we would be able to and be supported
10 by BellSouth on our ESSX services that we made a
11 commitment to on the 29th. That's why I expeditiously
12 entered into the resale agreement on the 28th and made
13 the commitments for the ESSX services on the 29th.
14 Again, it was at the advice of the account team and
15 was documented in the exhibits that we provided as
16 part of the testimony, my direct testimony.

17 Q Until BellSouth's testimony was filed in
18 this case, did anybody at BellSouth ever tell you or
19 anybody else at TCCF to your knowledge that you only
20 had the right to sell that service for two days?

21 A No, they didn't. As a matter of fact, not
22 only did they never tell us we couldn't, they always
23 told us we could. And in fact, I had a lot of other
24 ALECs and CLECs come to me in the course of that
25 three-year period, including AT&T and MCI, wanting to

1 know how we had, quote, unquote, uniquely put
2 ourselves in a position of being able to do it,
3 because they had found out about it, and they wanted
4 to know what occurred. And again, I gave them the
5 explanation that I've given the Commission, and they
6 agreed that because we had, in essence, done the
7 things that we did, that I made the commitments on the
8 28th and the 29th of May and had BellSouth's full
9 support, that we should be able to do this. So not
10 only did BellSouth tell me yes, they told all of the
11 other competitors that we were able to do it.

12 MS. KEYER: I object to that hearsay.

13 COMMISSIONER CLARK: I thought so too.

14 Ms. Kaufman?

15 MS. KAUFMAN: Well, I think that it's
16 hearsay, but it's supported by other testimony that's
17 in the record, what he was told, the correspondence,
18 what BellSouth witnesses told me. So it's
19 corroborated.

20 MS. KEYER: There's nothing in the record
21 about what any other reseller has told them, any
22 documentation regarding that. In fact, this is the
23 first time we've heard anything about that.

24 COMMISSIONER CLARK: You know, Ms. Kaufman,
25 I'm inclined to believe it's pretty unreliable

1 testimony.

2 MS. KAUFMAN: Well, Commissioner Clark, I
3 think it's supportive of all the other things that
4 Mr. Ripper has said in regard to how the service was
5 represented to him.

6 COMMISSIONER CLARK: Ms. Keyer, you know,
7 under the Administrative Procedure Act, they indicate
8 that hearsay can come in, but you can't base a
9 decision on the hearsay. You have to have other
10 corroborating evidence. And I think to that extent,
11 it can be let in. But we'll give it the weight it
12 deserves.

13 MS. KEYER: Thank you.

14 WITNESS RIPPER: Could I make a comment? I
15 have letters from AT&T and MCI, both inquiring about
16 whether they could buy these services from us.

17 COMMISSIONER CLARK: I appreciate that, but
18 then we get into the notion as to whether you should
19 have provided that initially and whether you're
20 supplementing your direct. So I think Ms. Kaufman can
21 decide what to do from here.

22 WITNESS RIPPER: I'm sorry.

23 MS. KAUFMAN: Thank you, Commissioner
24 Clark.

25 BY MS. KAUFMAN:

1 Q Mr. Ripper, I just have one final question
2 for you. In your view as CEO of the Telephone Company
3 of Central Florida, what position do you think you
4 would be in today if BellSouth had appropriately
5 provisioned the ESSX lines pursuant to your agreement?

6 A I believe we would have been able to
7 execute on our business plan, and the numbers in the
8 plan speak for themselves. I think we would be a very
9 profitable, very reliable, resourceful company at this
10 point in time.

11 MS. KAUFMAN: That's all I have. Thank
12 you.

13 COMMISSIONER CLARK: Mr. Ripper, you're
14 excused for now.

15 Would you call your next witness?

16 MS. KAUFMAN: Before that, we would like to
17 move Exhibit Number 3, please.

18 COMMISSIONER CLARK: That's a good idea.
19 Without objection, Exhibit 3 will be entered into the
20 record.

21 (Exhibit 3 was received in evidence.)

22 MS. KEYER: And I would like to move
23 Exhibit 4.

24 COMMISSIONER CLARK: Without objection,
25 Exhibit 4 will be entered in the record.

1 (Exhibit 4 was received in evidence.)

2 MS. MCKINNEY: And I would like to move
3 Exhibit Number 5, please.

4 COMMISSIONER CLARK: Without objection,
5 Exhibit 5 will be entered in the record.

6 (Exhibit 5 was received in evidence.)

7 COMMISSIONER CLARK: Ms. Kaufman?

8 MS. KAUFMAN: We call Mr. Kenneth Koller,
9 please.

10

11

KENNETH E. KOLLER

12 was called as a witness on behalf of Telephone Company
13 of Central Florida and, having been first duly sworn,
14 was examined and testified as follows:

15

DIRECT EXAMINATION

16

BY MS. KAUFMAN:

17

Q Mr. Koller, would you state your name and
18 business address, please?

19

A My name is Kenneth E. Koller. My business
20 address is 3575 West Lake Mary Boulevard, Lake Mary,
21 Florida 32746.

22

Q And you are appearing on behalf of TCCF in
23 this proceeding?

24

A That is correct.

25

Q What is your position with TCCF?

1 A I am the Director of Engineering.

2 Q Mr. Koller, did you cause 14 pages of
3 direct testimony to be filed in this proceeding?

4 A Yes, I did.

5 Q Do you have any changes or corrections to
6 that testimony?

7 A No, I do not.

8 Q If I asked you the questions in your direct
9 testimony today, would your answers be the same?

10 A They would.

11 MS. KAUFMAN: We would ask that
12 Mr. Koller's direct testimony be entered in the record
13 as though read.

14 COMMISSIONER CLARK: It will be entered in
15 the record as though read.

16 BY MS. KAUFMAN:

17 Q Mr. Koller, did you also have I believe 28
18 exhibits to your testimony?

19 A That is correct.

20 Q Do you have any changes or corrections to
21 your exhibits?

22 A No, I do not.

23 MS. KAUFMAN: Commissioner Clark, if we
24 could have an exhibit number, I think it would be 6
25 for Mr. Koller's 28 exhibits.

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COMMISSIONER CLARK: It will be marked as Exhibit 6. And that's KEK-1 through 28?

MS. KAUFMAN: Yes, ma'am.

COMMISSIONER CLARK: Okay.

(Exhibit 6 was marked for identification.)

Docket No. 981052-TP

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

KENNETH E. KOLLER

Introduction

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

2 A. Kenneth E. Koller, 3551 West Lake Mary Boulevard, Suite 208, Lake Mary,
3 Florida 32746.

4 **Q. By whom are you employed and in what capacity?**

5 A. I am the Director of Engineering for the Telephone Company of Central Florida
6 (TCCF). TCCF provides local dial tone and long distance services pursuant to
7 resale agreements with BellSouth Telecommunications, Inc. (BellSouth), Sprint-
8 Florida, Inc. and GTE.

9 **Q. Please describe your education and professional experience.**

10 A. I have a bachelors degree in General Studies from the University of Maryland, and
11 I have done graduate studies in the EMBA program at Xavier University in
12 Cincinnati, Ohio. My career spans some thirty years in the telecommunications
13 industry. I have been trained by various telecommunications firms, including the
14 Bell System under C & P Telephone, ITT, Stromberg Carlson, General Dynamics,
15 United Technologies and Northern Telecom (Nortel). I am proficient in PBX
16 system applications design, product sales and marketing, installation, programming

1 and customer care. I am qualified to design, install and certify category 5+ cable
2 distribution systems and applenet. I have been trained to read and interpret tariff
3 offerings, and I am a published author on the Year 2000 computer problem. I
4 have been trained to design and implement Centrex complex services, including
5 ESSX VS, S, M & L systems, MultiServ and MultiServ Plus. I have been trained
6 to design and implement network services, including T1, DS3, Frame Relay, Point
7 to Point Data services, FRADs, DSUs and Channel Banks.

8 I designed, sold, installed and programmed over 175 Automated IVR and
9 voice mail systems in the state of Florida for hospitals, community colleges, local
10 governments, school systems and private firms between 1984 and 1996. In 1996,
11 I accepted a position with TCCF as Director of Engineering. My main area of
12 responsibility was initially the implementation of ESSX services in 23 central
13 offices strategically located in the state of Florida.

14 **Q. On whose behalf are you appearing and what is the purpose of your**
15 **testimony?**

16 A. I am testifying on the behalf of the Telephone Company of Central Florida. My
17 testimony will address Complaint Issue 1 (BellSouth's failure to provide TCCF
18 with ESSX service under the current Resale Agreement).

19 **Q. Please describe your involvement with TCCF's attempt to resell ESSX.**

20 A. As Director of Engineering for TCCF, I have been closely involved with and am
21 very familiar with the many problems which have arisen over the past two years,
22 as well as BellSouth's apparent inability to provision ESSX for resale.

1 **Q. In your opinion, has BellSouth ever been able to appropriately provision**
2 **ESSX to TCCF for resale?**

3 A. No. BellSouth has had a variety of problems, both from a technical perspective
4 and from a management/personnel viewpoint. I describe these problems in detail
5 below.

6 **Q. Did personnel changes at BellSouth contribute to problems with BellSouth's**
7 **delivery of ESSX?**

8 A. Yes. BellSouth has had several management teams dealing with ESSX. The first
9 BellSouth team consisted of Charlotte Webb, Wade Johnson and Rich Dender.
10 They assisted in the initiation of the agreement which was to provide 23 ESSX
11 systems and set a schedule for the implementation of those systems. This informal
12 organization was in effect until October 1996. No ESSX lines were successfully
13 provisioned by this team.

14 The second team (BellSouth Interconnection Services) was announced in
15 August of 1996 and started to form in late September and early October of 1996.
16 This team consisted of Joe Morrison, Neal Holden, Fred Monacelli, Joe Baker and
17 Tom Bolding. Bill French was added as the manager of the team. This team did
18 very little to move the Agreement to any type of fulfillment. No accounts were
19 provisioned.

20 The third team transitioned between February 1997 and June 1997 and
21 consisted of Judy Woods, Vicky Pearson, LaWayne Thrasher, Tom Bolding,
22 Marcus Cathey, Rick Lagrange and Debbie Wilson. This team was able to

1 provision just a few accounts. Many customers were lost due to BellSouth's
2 inability to transition them.

3 The final and present team transitioned beginning November 1997 and is
4 presently in place, but being transitioned includes Bob McRae, Wayne Carnes,
5 Darrell Ducote, Cynthia Hodges, Marcus Cathey and others. This final team
6 became actively involved and responsible for the ESSX implementation in
7 February 1998.

8 **Q. Can you give some real world examples of the problems TCCF experienced**
9 **with ESSX?**

10 A. Yes. The first team established the initial ground rules for all 23 ESSX systems,
11 including the configuration of those systems and the length of the contract for
12 those systems. All systems were to be 201 line ESSX M systems contracted for
13 a period of 73 months beginning when all were installed, cut over and accepted.
14 A ramp-up period was set at 90 days from the time of cut over at 4 lines to 201
15 lines.

16 On August 12, 1996, BellSouth provided a cut over schedule for all 23
17 ESSX systems, beginning with the Orlando Magnolia DMS-100 system on August
18 16, 1996. The last of the 23 systems, the 5ESS in Key West, Florida, was to be
19 installed and cut over on October 15, 1996. The first ESSX systems were ordered
20 moved in the August - September time frame of 1996. Exhibit No. ____ (KEK-1).

21 **Q. How did the move of the first ESSX customers go?**

22 A. This move of 1FB business accounts resulted in a catastrophic situation for TCCF

1 and its customers. All of the accounts experienced severe difficulties and some
2 were out of service for over 5 business days. The end result was a loss of
3 business as customers moved back to BellSouth from TCCF. Exhibit No. ____
4 (KEK-2). A meeting was scheduled to deal with provisioning. Exhibit No. ____
5 (KEK-3).

6 **Q. What happened after the first ESSX switch was so problematic?**

7 A. The ill-fated move of the first customers to ESSX and the retirement of Charlotte
8 Webb resulted in the second team establishing a totally new installation and cut
9 over schedule for the remaining ESSX systems. This schedule began with the
10 Orlando 5ESS office on October 30, 1996 and set forth additional dates for twelve
11 central offices through December 20, 1996. This schedule detailed the common
12 block number for each central office, the location of the office, technical
13 identification data for each office and provided a BellSouth order number for
14 reference. Exhibit No. ____ (KEK-4).

15 **Q. Was this schedule implemented?**

16 A. No. Due to the implementation of the second team, which spanned a time frame
17 including September - November 1996, the schedule established in September was
18 not implemented. A meeting was scheduled and held during the final week of
19 October and the first of November 1996 for BellSouth-provided training and a
20 discussion on the implementation of ESSX service in the various central offices.
21 Exhibit No. ____ (KEK-5).

22 **Q. Then what happened?**

1 A. Neal Holden became the primary technical contact for TCCF and several problems
2 with the ESSX service implementation (such as T1 interface for long distance, dial
3 tone problems in the 5ESS offices) were identified and scheduled for resolution.
4 All ESSX service locations were scheduled for installation of dedicated T1 service
5 from Wiltel in early June 1997 and BellSouth was in receipt of orders from Wiltel
6 for those services.

7 **Q. Did these delays cause any problems?**

8 A. Yes. The delays detailed above caused an administrative burden on both TCCF
9 and Wiltel because each time the schedule was changed, all 23 locations required
10 a change in T1 service due dates from both TCCF and Wiltel.

11 **Q. Did TCCF attempt to move some accounts to ESSX in early 1997?**

12 A. Yes. An effort to move six accounts to ESSX service was made in January 1997.
13 This again resulted in loss of service, feature deactivation and customer
14 inconvenience. TCCF again lost customers to BellSouth. Problems associated
15 with special features (caller ID, expanded service areas, feature codes) resulted in
16 additional changes and delays. See Exhibit No. ____ (KEK-6) for a detailed
17 problem list. It should be noted that this incident occurred in January 1997 --
18 some 7 months after execution of the Resale Agreement. Amazingly, in 7 months
19 BellSouth had been able to install less than 10 lines!

20 **Q. What happened next?**

21 A. Neal Holden and I worked out a format for the implementation of ESSX ordering
22 and I used that format for ordering the ESSX service that we tried in vain to

1 implement. This order format was derived from the 3 approximately 72-page
2 order forms used for ordering new ESSX service within the BellSouth
3 organization. We had another meeting with executive BellSouth management
4 personnel on January 20, 1997 to establish a time frame for moving TCCF
5 customers to ESSX service within the 3 Orlando central offices. BellSouth agreed
6 to process the orders for all existing customers of TCCF located in the Orlando
7 Magnolia DMS-100, the Orlando Magnolia 1 AESS and the Pinehills 5ESS office.
8 Exhibit No. ____ (KEK-7).

9 **Q. Were these orders processed as promised?**

10 A. No. Neal Holden called me in early February regarding two significant problems
11 in the plan to provide ESSX services: (1) the T1 circuits needed to be changed
12 to PRI circuits in order to identify and provide main BTN billing identification
13 information; (2) the 5ESS office had a dual dial tone problem when the digit 1
14 was used to access the T1 for long distance dialing. These new problems again
15 impacted the ability to implement ESSX service. The move of local 1FB accounts
16 could be accomplished, but the move of the long distance traffic to the T1 circuits
17 could not be accommodated. Exhibit No. ____ (KEK-8).

18 **Q. What did TCCF do next?**

19 A. Eleven of the central offices to be used for ESSX are 5ESS offices. I sent 90
20 orders to BellSouth for processing into ESSX from our existing base on February
21 21, 1997. On March 13th I sent a facsimile to check on the progress of these
22 orders. No orders had been scheduled for this planned implementation. I again

1 sent a facsimile regarding these orders on March 26th since I had received no
2 response to my March 13th inquiry. Exhibit No. ____ (KEK-9).

3 **Q. Did you request resolution of this issue?**

4 A. Yes. I requested a resolution of the 5ESS problem and an answer on the viability
5 of using the ESSX order form which we had jointly designed. On March 26th I
6 received a letter from Bill French advising me that 70 of the orders were in
7 progress and that orders for customer moves would be sent to the LCSC by March
8 28th. I was instructed that the form designed by Neal and myself would not be
9 adequate and that the full approximate 72-page form would have to be utilized.
10 Exhibit No. ____ (KEK-10).

11 **Q. Did BellSouth again attempt to switch some ESSX accounts and were there**
12 **any problems?**

13 A. Yes. On April 23rd, 6 accounts were switched to ESSX. Four of the customers
14 had problems associated with feature capability and database errors. The other 2
15 customers had problems associated with memory call. The T1 access did not work
16 for long distance. All calls were directed out over the switched network, a more
17 expensive path than the T1 access. Feature problems associated with this latest
18 move persisted into the weekend with considerable customer anxiety. TCCF again
19 lost customers due to this latest move of accounts to ESSX service. Exhibit No.
20 ____ (KEK-11).

21 **Q. What happened next?**

22 A. On May 16th I received a letter from Tom Bolding informing me that the

1 resolution to the 5ESS dial tone problem was not a tariff offering and that a
2 special assembly would be required. We rescheduled the T1 installations for July
3 and August 1997, and I requested tariff references for the ARS/dial tone problem
4 associated with the 5ESS offices. I requested an update on the remaining 64
5 orders that were sent to BellSouth in February. Exhibit No. ____ (KEK-12). On
6 June 30, 1997 we received a facsimile from Judy Woods regarding the additional
7 orders and the next group of customers to be moved into ESSX service. This
8 signified the transition from team two to team three. Exhibit No. ____ (KEK-13).

9 **Q. What happened with the new Account Team?**

10 A. The new Account Team immediately changed direction and sent a clarification
11 facsimile. I responded to the information requested in this document and advised
12 the third team through Judy Woods that the change in team members did not
13 release BellSouth from the obligations regarding the move of 1FB accounts into
14 ESSX as agreed to by Joe Baker. Exhibit No. ____ (KEK-14).

15 I was advised by the Account Team that special assemblies SE974897-01
16 and SE974900-00 had been issued to address the PRI T1 requirement and a new
17 issue, long distance via T1 access out of the 1AESS offices. Exhibit No. ____
18 (KEK-15). The double dial tone problem still had not been effectively addressed.
19 On August 14th, 24 additional accounts of the original 90 sent in February were
20 identified for the move into ESSX service.

21 On August 25th Judy Woods sent a facsimile informing TCCF that ESSX
22 worksheets had to be sent for certain customers prior to their move. We sent a

1 response via facsimile reconfirming Joe Baker's commitment that the
2 Interconnection Services Team would initiate that paperwork, not TCCF. Exhibit
3 No. ____ (KEK-16).

4 On August 29th we received a letter from BellSouth presenting us with a
5 BFR (Bona Fide Request) for the T1 service that was in progress via the above-
6 mentioned special assemblies. This letter delayed any answer until September
7 17th, at which time a preliminary analysis would be forthcoming. Exhibit No.
8 ____ (KEK-17).

9 **Q. Were any customers ever switched to ESSX?**

10 A. Yes. On September 3rd and 4th, 7 customers were moved to ESSX service.
11 Every line involved in this move was disconnected. This resulted in a credit being
12 issued by TCCF and again a loss of customers to BellSouth. Exhibit No. ____
13 (KEK-18). On September 17th, a letter was sent by BellSouth indicating that the
14 T1 access had been developed for all three types of central offices and that a 16-
15 week interval would be needed to implement this service requirement. Exhibit
16 No. ____ (KEK-19).

17 This BFR response canceled the previously anticipated special assemblies
18 for all items in progress. The new team had effectively changed directions again
19 and initiated delays in all critical aspects of the ESSX implementation schedule.
20 On September 22nd, we received a letter from Tom Bolding stating that
21 implementation of PRI T1s in a certain central office could be completed in 4
22 weeks, but that other central offices lacked facilities to accomplish this task. Now,

1 after 16 months of delays, BellSouth was informing us that the facilities were no
2 longer available for implementation! Exhibit No. ____ (KEK-20).

3 **Q. Please continue.**

4 A. BellSouth then sent a letter on September 26th requesting a signature for a BFR
5 for assumed dial 9. Exhibit No. ____ (KEK-21). This feature is a tariff offering
6 under the GSST for ESSX service. I sent a facsimile back informing them of the
7 inclusion of this feature in that tariff and reminding BellSouth that TCCF is
8 grandfathered under that tariff.

9 I received a letter on October 3, 1997 regarding my request for DIN/DOR,
10 two features detailed in the DECAS.ECAS manual, but not available to ESSX
11 customer self-administration. Exhibit No. ____ (KEK-22). We received by mail
12 a letter dated October 7, 1997 containing an agreement to present a viable
13 schedule for the T1 arrangements by October 15, 1997, listing availability by
14 central office and by date. This correspondence indicated that a response to the
15 BFR must be received by October 15 with acceptance and a check and that the
16 interface must be compatible with Digital ESSX service. Exhibit No. ____ (KEK-
17 23).

18 **Q. Was this a change in the initial requirements?**

19 A. Yes. This represents a change in the initial requirements and precludes the
20 capability to interface with the 1AESS analog systems. This same letter also
21 required a release executed by TCCF and BellSouth for full release and settlement
22 for previous delays by BellSouth. This letter by AVP Marcus Cathey represents

1 a strong-arm tactic centered around our requirement for the T1 ESSX interface.
2 BellSouth knew that TCCF required this interface to offer direct long distance
3 services as part of the ESSX service package. The inability to offer this long
4 distance service would negatively impact the profitability of this offering.

5 **Q. What happened next?**

6 A. BellSouth then sent a letter requesting an ESSX workshop meeting on October
7 15th. This meeting resulted in a new schedule for the implementation of the T1
8 capabilities for each central office. This new schedule showed 10 central offices
9 ready for ESSX service, but only one central office ready for DECAS, which is
10 essential for the implementation of the service by TCCF. Exhibit No. ____ (KEK-
11 24).

12 This schedule also showed the remaining central office would be ready for
13 DECAS by November 22nd and one remaining central office on January 5th.
14 Included in this list of central offices were 2 of the 3 1AESS offices. I received
15 a BFR drafted on October 23rd for the DIN/DOR feature capability that we
16 requested and I signed it and returned it with a check on October 29th, 1997.
17 Exhibit No. ____ (KEK-25). Today is December 3, 1998 and DIN/DOR is not
18 available in any central office via the DECAS feature.

19 I received a facsimile on November 24, 1997 confirming from Wade
20 Johnson what services we had requested via the T1 arrangement. Exhibit No.
21 ____ (KEK-26). It would appear that we had gone full circle and were back to
22 the first Account Team.

1 **Q. Did you meet with the 4th Account Team?**

2 A. Yes. We met with the 4th Account Team in February 1998 to discuss the ESSX
3 service implementation and the T1 services to be provided. No additional
4 accounts had been moved between November and February. We met in February
5 to again discuss the implementation of ESSX service and the T1 situation.

6 We received a letter from Wayne Carnes in April detailing the readiness
7 of BellSouth to proceed with the ESSX service installations and suggesting that
8 TCCF was delaying the installations. On April 29th, I sent an answer that detailed
9 for BellSouth the items not completed and items that needed to be addressed prior
10 the implementation of each ESSX system. On May 13th I sent a letter to Joe
11 Baker of BellSouth requesting an answer to the letter I sent to Wayne Carnes on
12 April 29th. Exhibit No. ____ (KEK-27).

13 On May 15th I received an account status facsimile from Wayne Carnes
14 with detailed work sheets for each central office showing the status of each
15 system. This facsimile shows that the DIN/DOR feature paid for in October 1997
16 had not been completed and that a due date of May 20, 1998 was currently the
17 scheduled completion date, 7 months after I sent the signed contract and sent a
18 check for this service. Exhibit No. ____ (KEK-28).

19 **Q. In summary, has BellSouth ever properly provisioned ESSX to TCCF for**
20 **resale?**

21 A. No, as the events discussed above clearly indicate, BellSouth has not properly
22 provisioned ESSX to TCCF. As explained by Mr. Ripper, this has had a

1 disastrous effect on TCCF and its customers in contravention of the
2 Telecommunications Act of 1996.

3 **Q. Does this conclude your direct testimony?**

4 **A. Yes.**

1 BY MS. KAUFMAN:

2 Q Mr. Koller, do you have a summary of your
3 testimony?

4 A Yes, I do.

5 Q Go ahead, please.

6 A Good morning, Commission and Staff. My
7 name is Kenneth E. Koller. I'm the Director of
8 Engineering for the Telephone Company of Central
9 Florida. I am here to testify on behalf of TCCF. My
10 testimony will address Complaint No. 1, BellSouth's
11 failure to provide TCCF with ESSX service under the
12 current resale agreement.

13 As the Director of Engineering, I've been
14 closely involved with many ESSX service implementation
15 problems which have arisen over the past two and a
16 half years and BellSouth's apparent inability to
17 provision ESSX for resale. I have been the primary
18 contact with BellSouth and WilTel during the largest
19 portion of this implementation process.

20 The 23 ESSX systems to be provisioned were
21 identical in size, features, and capability. This was
22 done intentionally to provide for ease of
23 implementation.

24 Over the past two and a half years,
25 BellSouth changed the account team interfacing with

1 TCCF at least four times, resulting in new schedules,
2 changes in technical requirements, changes in due
3 dates, and lost business opportunities for TCCF.

4 After the first attempt to move ESSX
5 accounts which resulted in customer outages for as
6 long as five business days, the effort to move ESSX
7 accounts by BellSouth only transpired three other
8 times during this two-and-a-half-year period, even
9 though BellSouth had as many as 90 orders pending to
10 move to ESSX in the first quarter of 1997.

11 These three efforts to move accounts to
12 ESSX service encompassed only 19 accounts, and on each
13 occasion, every account experienced some level of
14 difficulty, resulting in a loss of business by TCCF,
15 customer credits being issued by TCCF, and customers
16 leaving TCCF to return to BellSouth. Throughout the
17 entire two-and-a-half-year period, BellSouth changed
18 the technical requirements and order methodology for
19 the removal of accounts to ESSX service. Each new
20 BellSouth team tried to shift the possibility for the
21 issuance of paperwork for moving accounts to ESSX back
22 to TCCF, even though Mr. Joe Baker had agreed to have
23 the BellSouth account team initiate the process and
24 provide the proper paperwork to accommodate these
25 changes.

1 Every time the account team changed or
2 accounts were provisioned with disastrous results,
3 BellSouth requested a meeting and changed the schedule
4 for installation of the ESSX to common blocks in the
5 central offices and changed the implementation for the
6 provisioning of accounts to ESSX.

7 Throughout this entire process of
8 implementation, BellSouth initiated all engineering
9 requests necessary for the changes in the central
10 offices to accommodate the services as they were
11 requested and represented in the resale agreement and
12 the agreement to provide ESSX service. These include
13 the changes in the T1 circuits to provide long
14 distance access and the changes required for the
15 elimination of the double dial tone problem associated
16 with the 5ESS central offices.

17 It is my testimony that at no time during
18 this two-and-a-half-year period did BellSouth dedicate
19 the technical resources or the manpower required to
20 effectively implement the resale of ESSX service by
21 TCCF. And in fact, in every instance, BellSouth
22 changed the personnel, initiated new technical
23 requirements, or instituted schedule changes that
24 delayed the entire process and negated previously
25 scheduled work in progress.

1 I believe that BellSouth intentionally
2 delayed the implementation of this service offering
3 and severely limited TCCF's capability to perform
4 under its ESSX service offering. And please keep in
5 mind that BellSouth was acutely aware of the
6 architecture of this service plan and the significance
7 that ESSX service and long distance access through
8 ESSX service played as part of this offering.

9 As a telecom professional, I know that this
10 lack of provisioning of ESSX has had a disastrous
11 effect on TCCF and its customers, in contravention of
12 the Telecommunications Act of 1996.

13 That is my summary. Thank you.

14 MS. KAUFMAN: Mr. Koller is available for
15 cross examination.

16 MS. KEYER: Good morning, Mr. Koller.

17 I would first like to identify Mr. Koller's
18 deposition as an exhibit.

19 COMMISSIONER CLARK: It will be identified
20 as Exhibit 7.

21 (Exhibit 7 was marked for identification.)

22 CROSS EXAMINATION

23 BY MS. KEYER:

24 Q Mr. Koller, you began working for TCCF
25 when?

1 A As an employee, in February of '97.

2 Q Can you explain how some documents
3 indicated that you were there before? It looked like
4 there were some documents that came from you in
5 December of '96 that were attached to your direct
6 testimony.

7 MS. KAUFMAN: Ms. Keyer, do you have a
8 specific document that you're referring to?

9 MS. KEYER: Well, let me ask him a general
10 question.

11 BY MS. KEYER:

12 Q Are you aware that there are documents
13 dated in 1996 from you?

14 A Yes, I am.

15 Q Can you explain that?

16 A I was working in a consulting capacity.

17 Q Thank you.

18 Now, you've been trained to design and
19 implement Centrex complex services, including ESSX
20 systems as well as MultiServ; is that right?

21 A That is correct.

22 Q And you worked with WilTel, who was the
23 long distance carrier for TCCF during this period, to
24 try to assist in the provisioning of the carrier side
25 of this ESSX arrangement; is that true?

1 A That is correct.

2 Q Now, in your definition of what a standard
3 ESSX system is, Mr. Koller, is it your definition that
4 standard ESSX service is the -- whatever features are
5 included in the tariff?

6 A I believe, Ms. Keyer, when we had this
7 discussion that we agreed that all the features and
8 everything in the A12 tariff consisted of or made a
9 standard ESSX system.

10 Q And if it is an arrangement that would
11 include something that is not in the tariff, then that
12 is not a standard application; correct?

13 A Not exactly, no. If you have an ESSX
14 system that requires some special engineering
15 application, it was provided by what was called a
16 special assembly. That did not make your entire ESSX
17 arrangement a nonstandard arrangement, which up until
18 this testimony I've never heard that term. In the
19 three-year period we dealt with ESSX, I never ever
20 heard that term from BellSouth.

21 And since we're talking about those items
22 that make a system what you call nonstandard, at no
23 point in time during this entire process did we
24 request a special assembly for the T1 applications
25 that BellSouth required in order to accommodate their

1 automatic route selection and their T1 arrangement to
2 work properly.

3 Q Okay. Mr. Koller, I'm going to refer you
4 to your deposition on page 31.

5 A Okay.

6 Q Lines 8 through 15. Or I guess we could --
7 let's go to page 30, beginning at line 21.

8 A Okay.

9 Q And the question there was, "That the ESSX
10 service referred to in the BellSouth tariff is what I
11 am calling a standard ESSX arrangement."

12 And your answer, "That would include
13 everything in the tariff?"

14 "Well, that would be the -- what do you
15 mean by everything in the tariff?" was the question.

16 And your answer was, "Well, everything in
17 the tariff. That includes the digital access
18 terminations in a common block, that includes the
19 assume dial 9 capability, and all of the other
20 features that are detailed and outlined in the tariff.
21 Does it include everything that's in that tariff?"
22 And then you said, "Because if it doesn't, then it's
23 not a standard application, because anything in the
24 tariff that's not a special assembly is a standard
25 application."

1 And my question was, "Okay. Well, let's
2 use that. So you would agree that that's a standard
3 application of ESSX?"

4 And you said, "That's correct."

5 Was that your testimony in your deposition?

6 A That is correct.

7 Q And didn't you also agree, Mr. Koller, that
8 the arrangement that TCCF had and the arrangement by
9 which WilTel determined that in order to provide the
10 billing information it needed to bill the long
11 distance, that the PRI interface was required?

12 A That is not correct. That was not
13 determined by WilTel. The special assembly that was
14 initiated for the T1 access capability -- and it was
15 done initially as a special assembly and then changed
16 60 days later to what you call BFR, which we had no
17 experience with -- was initiated by Neal Holden, who
18 worked for BellSouth and interfaced with me as the
19 technical representative for the account team. We did
20 not initiate that.

21 Q Well, my question really goes to the PRI
22 interface that was required. And that is not included
23 in the tariff; isn't that right?

24 A The PRI arrangement was a special assembly
25 requested by BellSouth.

1 Q But, Mr. Koller, can you answer that
2 question? Is the --

3 A It is a special assembly. It is not
4 included in the standard tariff.

5 Q Okay. Thank you.

6 Now, TCCF has been selling ESSX services
7 pursuant to BellSouth's tariff, hasn't it?

8 A That is correct.

9 Q Now, there was a discussion earlier with
10 Mr. Ripper about ESSX and price points. You're
11 familiar with ESSX and MultiServ?

12 A I am.

13 Q And the differences between the two?

14 A I am.

15 Q Could you just briefly describe what those
16 differences are and why MultiServ -- or why it may be
17 advantageous to change to MultiServ for the company?

18 A Are you saying advantageous for us to
19 change to MultiServ?

20 Q Well, let me strike that part of the
21 question. Can you just explain the differences
22 between ESSX and MultiServ?

23 A Basically the main difference is that one
24 is a bundled service and one is not.

25 Q And can you go into a little bit more

1 detail on that? What do you mean by bundled and
2 unbundled?

3 A ESSX was a service that encompassed some
4 1,800 plus USOC codes. So the provisioning and the
5 administrative requirements for implementing ESSX
6 service was fairly significant. Each ESSX system
7 required a 72- to 73-page document to be filled out in
8 order for the implementation of the system.
9 MultiServ, on the other hand, is a bundled service
10 which utilizes some 400 USOC codes.

11 And the primary difference is that each
12 individual item in an ESSX is offered up as an
13 individual item, priced as an individual item, has an
14 individual USOC code, for instance, like features. In
15 your MultiServ arrangement, all of your features are
16 bundled in the package, and when you purchase and
17 implement MultiServ, you select the feature packages
18 that accommodate what your requirements are, and you
19 get all of the features within that package. So you
20 don't pick and choose like you do with ESSX. Every
21 piece of an ESSX is like building an erector set, and
22 it's the same thing for the people that administer
23 it.

24 MS. KEYER: Thank you very much. I have no
25 further questions.

1 MS. MCKINNEY: Staff had has no cross
2 examination questions.

3 COMMISSIONER CLARK: Commissioner Jacobs?
4 Ms. Kaufman?

5 REDIRECT EXAMINATION

6 BY MS. KAUFMAN:

7 Q Mr. Koller, I just have one question. You
8 were discussing with Ms. Keyer this PRI interface
9 issue. Can you explain what that means and how that
10 issue arose and who brought it up?

11 A The original configuration of the ESSX
12 system, which is in the letter that Mr. Ripper
13 presented in his testimony, included the digital trunk
14 termination that's in the standard -- if you would
15 like to call it the standard ESSX tariff. That's what
16 the original design was, and that's what we were told
17 would be required in order to implement the services
18 that we wanted.

19 Remember that at no time did BellSouth not
20 know that we were going to bill these services. They
21 must have known that we were going to bill them. And
22 in order to bill those, we had to be able to have
23 available to us the billing information. So the
24 dedicated services that we requested in there were
25 tariffed services.

1 The PRI arrangement came about somewhere
2 around March of 1997, the February-March time frame,
3 when BellSouth realized that in order to be able to
4 accommodate the billing stream that we needed, they
5 would have to provide some other type of access.

6 Well, the actual PRI arrangement that
7 you're talking about, it's really just a digital
8 cross-connect within the central office. It runs from
9 the common block for the ESSX to the common carrier
10 entrance point within the CO, and it doesn't do
11 anything more than carry the information from the
12 common block to where that entrance point is in the
13 central office.

14 That facility was a facility that,
15 according to BellSouth, they had to provide. However,
16 keep in mind that all of our orders for the digital
17 trunk terminations went through BellSouth, but all of
18 our orders for the T1s to connect to those went
19 through WilTel. WilTel then in turn as a carrier
20 ordered those circuits directly from BellSouth, and
21 the responsibility for providing and implementing
22 those circuits was between BellSouth and WilTel, not
23 TCCF. We got pulled back into that arrangement when
24 BellSouth realized that they had a problem providing
25 what they needed to provide to WilTel. They should

1 have been dealing directly with WilTel for that entire
2 process. We should not have been pulled back into
3 that. It was not our responsibility. It was not our
4 order.

5 MS. KAUFMAN: Thank you, Mr. Koller.

6 That's all I have, Commissioners.

7 COMMISSIONER CLARK: Exhibits?

8 MS. KAUFMAN: TCCF would move Exhibit
9 Number 6.

10 COMMISSIONER CLARK: That will be entered
11 in the record without objection.

12 (Exhibit 6 was received in evidence.)

13 MS. KEYER: BellSouth would move Exhibit 7.

14 COMMISSIONER CLARK: That will be entered
15 in the record without objection.

16 (Exhibit 7 was received in evidence.)

17 COMMISSIONER CLARK: I believe you're
18 excused, Mr. Koller. You don't have any further
19 testimony, do you?

20 WITNESS KOLLER: No, I do not. Thank you
21 very much.

22 COMMISSIONER CLARK: Thank you.

23 Ms. Kaufman?

24 MS. KAUFMAN: TCCF would call Ms. Welch.

25 -----

1 ANDREA K. WELCH
2 was called as a witness on behalf of Telephone Company
3 of Central Florida and, having been first duly sworn,
4 was examined and testified as follows:

5 DIRECT EXAMINATION

6 BY MS. KAUFMAN:

7 Q Would you state your name and business
8 address for the record, please?

9 A Yes. My name is Andrea Welch. My business
10 office is 3575 West Lake Mary Boulevard, and that's in
11 Lake Mary, Florida.

12 Q And you're appearing on behalf of TCCF?

13 A Yes, I am.

14 Q What is your position with the company?

15 A My position is the Chief Operating Officer.

16 Q Ms. Welch, did you cause 25 pages of direct
17 testimony to be filed in this proceeding?

18 A Yes, I did.

19 MS. KAUFMAN: Commissioner Clark, just so
20 the record is clear, you recall that some of that
21 testimony has been stricken, and it is, my notes
22 reflect, page 21, line 3, through page 25, line 11.

23 COMMISSIONER CLARK: I'm sorry,
24 Ms. Kaufman. Will you give that to me again?

25 MS. KAUFMAN: Page 21, line 3, through page

1 25, line 11.

2 COMMISSIONER CLARK: Okay.

3 BY MS. KAUFMAN:

4 Q Ms. Welch, do you have any changes to your
5 direct testimony in addition to the pages that we
6 discussed that were stricken?

7 A Yes, I do.

8 Q Could you walk us through those, please?

9 A I'll be glad to. On page 2, line 13 should
10 read "December of '95."

11 On page 12, line 12 should read, "EDI
12 provides for limited order flow-through."

13 Q So on page 12 you would strike "not" and
14 then insert after "for" the word "limited"?

15 A Correct.

16 Q Okay.

17 A Additionally, on page 12, lines 13 and 14
18 would read, "LENS serves as a preordering and limited
19 ordering tool."

20 COMMISSIONER CLARK: Go ahead.

21 BY MS. KAUFMAN:

22 Q Do you have any other changes, Ms. Welch?

23 A One additional change. On page 13, lines 4
24 and 5 should read, "LENS is a preordering interface
25 with very limited ordering capabilities."

1 Q Now, with those changes, if I asked you the
2 questions in your direct testimony today, would your
3 answers be the same?

4 A Yes, they would.

5 MS. KAUFMAN: We would ask that Ms. Welch's
6 direct testimony be entered into the record as though
7 read.

8 COMMISSIONER CLARK: It will be entered in
9 the record as though read.

10 BY MS. KAUFMAN:

11 Q Now, Ms. Welch, you also had a number of
12 exhibits attached to your testimony; is that correct?

13 A That is correct.

14 MS. KAUFMAN: And Commissioners, Exhibits
15 13 and 14 were stricken, because those exhibits
16 related to the stricken testimony.

17 BY MS. KAUFMAN:

18 Q So, Ms. Welch, do you have any changes to
19 Exhibits AKW-1 through 12?

20 A No, I do not.

21 MS. KAUFMAN: If we could have an exhibit
22 number for those.

23 COMMISSIONER CLARK: AKW-1 through 12 will
24 be marked as Composite Exhibit 8.

25 (Exhibit 8 was marked for identification.)

Docket No. 981052-TP

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

ANDREA K. WELCH

Introduction

1 Q. Please state your name and business address.

2 A. Andrea K. Welch, 3599 West Lake Mary Boulevard, Lake Mary, Florida 32746.

3 Q. What is your occupation and by whom are you employed?

4 A. I am the Chief Operating Officer for the Telephone Company of Central Florida
5 (TCCF).

6 Q. Please briefly describe the nature of TCCF's business.

7 A. TCCF is a reseller of local and long distance telecommunication services to
8 businesses and residential customers. TCCF has local Resale Agreements in place
9 with BellSouth Telecommunications, Inc. (BellSouth), Sprint-Florida, Inc. and
10 GTE. Long distance services are provided to customers via a Resale Agreement
11 with IDS Long Distance, Inc. Additionally, TCCF serves as a single point of
12 contact for customers' order processing and service-related needs. Customers
13 receive one invoice monthly for all services provided.

14 Q. How long has TCCF been in business in Florida?

15 A. TCCF has been in business in Florida since 1996. It was one of the first

1 companies to execute a Resale Agreement with BellSouth.

2 **Qualifications**

3 **Q. Please describe your education and professional experience.**

4 A. I received a B.S. Degree in Management from the University of South Carolina,
5 Columbia, South Carolina, 1985. My professional background includes twenty
6 plus years of general management experience in operations, general administration,
7 information services, human resources, customer service and marketing support.
8 My expertise has been acquired while working primarily for privately-owned, high
9 technology organizations which were experiencing rapid growth. I have
10 experience in the telecommunications, software development and computer
11 manufacturing industries.

12 I have been employed with TCCF since the company's inception in
13 December ~~1996~~¹⁹⁹⁵. My primary responsibilities have included structuring and
14 staffing the organization, establishing and managing backroom operations,
15 managing IS activities and serving as primary point-of-contact with resale partners,
16 third-party billing organizations, government agencies and customers.

17 **Q. On what basis have you worked with BellSouth during your employment with**
18 **TCCF?**

19 A. I have worked extensively with BellSouth personnel on issues related to parity of
20 service, implementation of OSS, billing errors and a litany of service-related
21 issues, including disconnection of customers' service during provisioning, switch
22 translation problems and trouble ticket problems.

Summary

1
2 **Q. On whose behalf are you appearing and what is the purpose of your**
3 **testimony?**

4 A. I am appearing on behalf of the Telephone Company of Central Florida.
5 Specifically, I will address Arbitration issues 1, 1A and 1B and the service interval
6 issue. My testimony will focus on BellSouth's insistence upon the addition of
7 language and an "OSS chart" to the new BellSouth/TCCF Resale Agreement which
8 would require TCCF to pay fees to BellSouth for the development (and/or use) of
9 operational support systems (OSS) necessary to process ALEC orders. This would
10 result in a dramatic increase in the fees BellSouth charges to process TCCF orders
11 for the provisioning of new orders, the processing of adds, moves and changes and
12 the processing of trouble tickets. I will also address the need to include language
13 in the new BellSouth/TCCF Resale Agreement which will ensure the delivery of
14 service order intervals to TCCF that are at least equal to the service intervals
15 delivered to BellSouth's retail customers and to provide for a penalty if such
16 standards are not met.

History of the OSS Negotiations

17
18 **Q. Please describe the existing TCCF/BellSouth Resale Agreement.**

19 A. The existing Resale Agreement between BellSouth and TCCF was executed on
20 May 28, 1996. It is a two-year Agreement with automatic renewal, unless either
21 of the parties indicates its intent not to renew, for two additional terms of one year
22 each. The Agreement covers BellSouth's entire nine-state territory. A copy of the

existing Agreement is attached as Exhibit No. ____ (AKW-1).

Q. When did TCCF and BellSouth begin negotiations for a new Resale Agreement?

A. At BellSouth's request, dialogue between BellSouth and TCCF began on May 11, 1998 for the purposes of renegotiating the terms of the existing Resale Agreement. At that time, BellSouth provided TCCF with a "proposed" Agreement marked Version: February 3, 1998. Exhibit No. ____ (AKW-2). In response, TCCF drafted and faxed to Ms. Susan Arrington, BellSouth's Manager, Interconnection Pricing, on May 5, 1998, a list of Items for Discussion. See Exhibit No. ____ (AKW-3). This list became the basis for on-going discussion between BellSouth and TCCF regarding the renegotiation of a new Resale Agreement.

Q. Please outline the sequence of events that transpired regarding OSS fees while renegotiating the existing Resale Agreement between BellSouth and TCCF.

A. The next to the last bullet point on the Items for Discussion list, (Exhibit No. ____ (AKW-3)), references the addition of an Exhibit A to the "proposed" Agreement. This exhibit includes a chart titled Operational Support Systems (OSS) Rates. See Exhibit No. ____ (AKW-4) for a copy of the OSS Rate chart. The chart, if incorporated into the new Resale Agreement, would establish processing fees (one-time and ongoing), in addition to fees already being charged TCCF to process orders. In contrast, Exhibit No. ____ (AKW-5) identifies the fees which TCCF has been paying to BellSouth for the processing of orders since May 26, 1996.

Q. Please describe the fees BellSouth proposed.

1 A. The "proposed" processing fees are divided into two categories: 1) charge per
2 order (unlimited end user accounts), and 2) surcharge for manually submitted
3 orders, per end user account.

4 **Q. Did BellSouth explain the purpose of the increased fees?**

5 A. Yes. BellSouth said that such charges were being imposed to develop and
6 implement operational interfaces. Further, BellSouth proposed additional charges
7 (which I believe are penalties) for manual processing of orders when BellSouth did
8 not have an appropriate electronic system in place.

9 **Q. Did BellSouth also attempt to add language to the Agreement which TCCF
10 objected?**

11 A. Yes. In addition to the OSS Chart, TCCF objected to language regarding OSS
12 which BellSouth added to the "proposed" Agreement in Item T.2. The added
13 language stated:

14 **Item T.2** - All costs incurred by BellSouth to develop and
15 implement operational interfaces shall be recovered from
16 Reseller who utilize the service.

17 See Item T.2 of Exhibit No. ____ (AKW-2). It is TCCF's position that OSS
18 development costs are BellSouth's responsibility.

19 **Q. Did BellSouth respond to TCCF's objection?**

20 A. Yes. In response to TCCF's objection, BellSouth proposed removing the chart
21 from the Agreement on June 5, 1998 and replacing the language in Item T.2 with
22 the following:

1 **Item U** - BellSouth has developed electronic interfaces for
2 placing most resale orders. BellSouth has also developed
3 electronic systems for accessing data needed to place orders,
4 including valid address, available service and features,
5 available telephone numbers, due date estimation on pre-
6 order and calculation on firm order, and customer service
7 records where available. There will be no charge for the
8 use of BellSouth developed electronic interfaces available
9 upon the effective date of this Agreement when ordering
10 resale telecommunication services. When rates for the use
11 of the said BellSouth electronic interfaces are established in
12 Docket Nos. 960757-TP and 960846-TP, they shall be
13 applied to reseller under the same terms and conditions as
14 the parties in the dockets.

15 TCCF advised BellSouth that the language presented in Item U (above), combined
16 with the exclusion of the OSS chart from the Agreement, would be acceptable.

17 **Q. Did BellSouth then change its position?**

18 A. Yes. On August 11, 1998, BellSouth advised TCCF that the language presented
19 in Item U was being replaced with Item T (below) and that the OSS chart, as
20 originally presented, would have to be included in the Agreement.

21 **Item T** - All costs incurred by BellSouth to develop and
22 implement operational interfaces shall be recovered from

1 Reseller who utilize the services. Charges for use of
2 Operational Support Systems (OSS) shall be as set forth in
3 Exhibit A of this attachment and shall be subject to true-up
4 based on OSS rates ordered by state regulatory agencies.

5 On August 18, 1998, BellSouth advised TCCF that the language presented in Item
6 T (above) combined with a "revised" copy of the OSS Rate chart would be
7 incorporated into TCCF's new Resale Agreement. See Exhibit No. ____
8 (AKW-6) for a copy of the "revised" OSS chart.

9 **Q. Did negotiations on OSS charges continue?**

10 A. Yes. Conversations between BellSouth and TCCF continued on the issue of OSS
11 after the August 19, 1998 date when TCCF contacted the Commission to request
12 arbitration assistance. On September 24, 1998, TCCF submitted the following
13 OSS language to BellSouth for review:

14 BellSouth has developed electronic interfaces for placing
15 most resale orders. BellSouth has also developed electronic
16 systems for accessing data needed to place orders, including
17 valid address, available service and features, available
18 telephone numbers, due date estimation on pre-order and
19 calculation on firm order, and customer service records
20 where applicable. There shall be no charge for use of
21 BellSouth developed electronic interfaces available upon the
22 effective date of this Agreement when ordering resale

1 telecommunications services. When rates for use of the said
2 BellSouth electronic interfaces are established via
3 Commission rulings within the various states, they shall be
4 applied to reseller in accordance with the applicable rulings.

5 This language was presented in a fax to Ms. Mary Keyer with a note that this
6 language, with the exclusion of the OSS chart, would be acceptable to TCCF. See
7 Exhibit No. ____ (AKW-7) for a copy of the fax.

8 **Q. Did BellSouth respond?**

9 A. Yes. On September 29, 1998, BellSouth responded to the above language and
10 proposed alternate language. Exhibit No. ____ (AKW-8).

11 **Q. What did TCCF do then?**

12 A. On October 2, 1998, I responded to Ms. Keyer's September 29, 1998 letter.
13 Exhibit No. ____ (AKW-9). My response mirrored the most recent BellSouth
14 language with the exception of the addition of one sentence. That sentence stated:

15 OSS Order Charge Rates (electronic and/or manual) will not
16 be applicable until such time as BellSouth has made
17 available to the Reseller an automated means of processing
18 the applicable order type (i.e. adds, moves, changes, trouble
19 tickets) via an electronic interface.

20 As I explained in my letter, TCCF believes that the inclusion of this sentence or
21 similar language is required to ensure that TCCF is not charged additional
22 processing fees (electronic or manual) until such time as OSS are made available

1 for use. A copy of Ms. Keyer's response dated October 7, 1998 is attached as
2 Exhibit No. ____ (AKW-10).

3 **Q. Did Ms. Keyer's response surprise you?**

4 A. Yes. I believe that the statements made in the first paragraph of this letter tell
5 quite a different story than what I had previously been told by BellSouth. Prior
6 to Ms. Keyer's letter, I was repeatedly told that BellSouth needed to "recover its
7 costs associated with the development of OSS." But, in her letter, Ms. Keyer
8 clearly states:

9 . . . BellSouth must charge processing fees, either manual
10 or electronic, for processing orders since BellSouth does
11 incur the costs in doing so. Because manual processing
12 takes BellSouth longer, it is obviously more costly for
13 BellSouth.

14 I believe that Ms. Keyer's statements are more honest and up-front than the
15 explanations given to TCCF during preliminary renegotiation conversations with
16 BellSouth. Ms. Keyer indicates that the charges are not for "OSS development"
17 at all, but are just "processing fees."

18 TCCF knows that from its own experience with BellSouth the OSS
19 required to electronically process reseller orders (machine-to-machine or otherwise)
20 do not exist today. Therefore, BellSouth's insistence that the proposed OSS
21 language and chart be added to TCCF's new Agreement is simply a way of
22 increasing processing costs associated with reseller orders. Adding this language

1 to the TCCF Agreement appears to be extremely important to BellSouth because
2 TCCF was the first BellSouth reseller. Clearly, the intent is to add identical
3 language to all Reseller Agreements as they come up for renewal.

4 **Charges for OSS "Development" and/or Increased OSS Fees**

5 **Should Not be Permitted**

6 **Q. Does TCCF object to BellSouth's language (described above) which would**
7 **permit it to recover costs associated with the "development" of OSS for**
8 **ALECs?**

9 A. Yes. TCCF strongly objects and believes such provisions violate the Act.

10 **Q. Please explain TCCF's objections.**

11 A. The OSS language (and the chart) proposed by BellSouth undermine the intent of
12 and are in violation of the Telecommunications Act of 1996. One of the Act's
13 main purposes is to foster local competition within the telecommunications
14 industry. Section 251, § (b)(1), states, "Each local exchange carrier has the
15 following duties: Resale -- The duty not to prohibit, and not to impose
16 unreasonable or discriminatory conditions or limitations on, the resale of its
17 telecommunications services." Section 251, § (c)(1), (2) (D) further states that the
18 local exchange carrier has a "duty to negotiate in good faith . . . the particular
19 terms and conditions" of such Agreements and must provide interconnection on
20 rates, terms and conditions that are just, reasonable and nondiscriminatory. Thus,
21 the Act requires service to be made available for resale on a nondiscriminatory
22 basis.

1 Part and parcel of this requirement is access to OSS systems at parity with
2 those BellSouth itself uses. As this Commission recognized when it quoted the
3 FCC in its order denying BellSouth's § 271 application, Order No. PSC-97-1459-
4 FOF-TL: "In order to meet the nondiscriminatory standard of OSS, an incumbent
5 LEC must provide to competing carriers access to OSS functions for pre-ordering,
6 ordering, provisioning, maintenance and repair, and billing that is equivalent to
7 what it provides itself, its customers or other carriers." BellSouth has not done so
8 for TCCF and its attempt to increase OSS fees (even in the guise of developing
9 such systems) is nothing short of outrageous.

10 If BellSouth's real purpose is to collect "development fees", BellSouth is
11 trying to turn the Act on its head and require resellers to pay for systems
12 BellSouth must develop in order to comply with the Act. The Commission should
13 not sanction such a perverse reading of the Act. If BellSouth's attempt is to
14 inflate processing fees, such an attempt is unreasonable and discriminatory,
15 particularly given the state of BellSouth OSS today.

16 **Q. Do you believe that BellSouth's decision to arbitrarily impose OSS fees is**
17 **actually an attempt to inflate the reseller's costs?**

18 **A.** Yes. As discussed above, the Act requires that BellSouth provide the reseller with
19 access to the same or equal systems to those used by BellSouth personnel when
20 processing orders for BellSouth end user customers. BellSouth has consciously
21 chosen not to provide resellers access to its existing systems. Instead, BellSouth
22 has opted to throw bits and pieces of automation at resellers over the past two

1 years. To add insult to injury, BellSouth now wants to impose inflated prices for
 2 use of these systems, many of which do not even work appropriately.

3 **Q. Describe the OSS which BellSouth has offered to TCCF over the past two**
 4 **years.**

5 A. BellSouth has offered the following OSS to TCCF:

6 **TAFI** (Trouble Analysis and Facilitation Interface) which allows the reseller to
 7 open a trouble ticket, but does not provide for order flow through. Manual
 8 intervention is required. TCCF personnel have found that it is faster and more
 9 effective to process trouble tickets manually than to use TAFI.

10 **EDI** (Electronic Data Interchange) which, when introduced, did not process any
 11 complex orders, any orders with more than six lines, any adds, moves or changes.
 12 ~~EDI does not provide for order~~ **provides for limited order** flow through.

13 **LENS** (Local Exchange Navigation System) ~~which~~ **and limited ordering tool.** serves as a pre-ordering ~~tool~~
 14 ~~only.~~

15 **TAG** (Telecommunications Access Gateway) which is being described by
 16 BellSouth to TCCF as a replacement for both LENS and EDI. TAG is currently
 17 being beta-tested by two resellers and was introduced for pre-ordering only on
 18 November 1, 1998.

19 **Q. You have mentioned order flow through several times. Please explain what**
 20 **that is and why it is critical to TCCF.**

21 A. Order flow through is achieved when a human keys relevant order information
 22 into blanks on an ordering screen, pushes a button and the order is received,

1 processed and turned via machine. The process is machine-to-machine after initial
2 input of the order.

3 **Q. Can order flow through be achieved with any of the OSS listed above?**

4 A. Order flow through cannot be achieved with TAFI or LENS. LENS is a
5 preordering interface ~~only~~ **with very limited ordering capabilities.** According to our BellSouth Account Team, order flow
6 through cannot be achieved with EDI which is one of the reasons they have
7 suggested that we wait for the release of API. Order flow through cannot be
8 achieved with the existing OSS and that the burden to prove that it can must rest
9 with BellSouth. BellSouth must be required to demonstrate, using actual reseller
10 orders, not test data, that order flow through (at least equal to the flow through
11 achieved by BellSouth personnel when using their OSS) can be achieved.

12 **Q. Were any other OSS systems ever offered to TCCF?**

13 A. No. The four OSS listed above are the only pre-ordering or ordering interfaces
14 ever discussed with TCCF. Conversations between TCCF and BellSouth Account
15 Team members have taken place as recently as the week of November 16, 1998
16 and no other OSS have ever been mentioned or recommended to us. We have
17 talked several times with Ms. Cheryl Story, a BellSouth Project Consultant, to
18 obtain the latest information and recommendations from BellSouth regarding OSS
19 and have always followed the recommendations of our BellSouth Account Team.

20 **Q. Which OSS does TCCF currently use?**

21 A. TCCF has been trained on TAFI, EDI, LENS and TAG. Currently, TCCF is
22 using LENS only. We stopped using TAFI because it greatly slowed down the

1 process of opening and working trouble tickets. After attending the training
2 course on EDI and purchasing the Harbinger TrustedLink Commerce LITE
3 software required to implement EDI, we were advised by members of our
4 BellSouth Account Team not to implement it, but to wait for the release of API.
5 This recommendation was made in February of 1998 by Mr. Mike Wilburn and
6 Mr. Wayne Carnes because EDI had numerous processing exceptions (i.e. could
7 not provision complex orders or orders with more than six lines and could not
8 process adds, moves and changes) and was not machine-to-machine. We were told
9 to wait for API which was scheduled for release in the third or fourth quarter of
10 1998.

11 **Q. What systems do BellSouth personnel use when processing orders and can**
12 **order flow through be achieved with each?**

13 A. In contrast to the systems offered to resellers, it is TCCF's understanding that
14 BellSouth personnel use the following OSS when processing orders for their end
15 user customers.

16 1) RNS (Regional Negotiation System) - used to process orders for
17 BellSouth end user residential customers.

18 2) DOE (Direct Order Entry) - used to process orders for BellSouth
19 end user business customers in North Carolina, South Carolina, Georgia and
20 Florida.

21 3) SONGS (Service Order Negotiation System - used to process orders
22 for BellSouth end user customers in Alabama, Kentucky, Tennessee, Louisiana and

1 Mississippi.

2 The RNS, DOE and SONGS OSS listed above are pre-ordering and
3 ordering interfaces. Each of these OSS can process new orders as well as adds,
4 move and changes. Trouble tickets are not handled by any of these OSS. If
5 orders are complete and correct, order flow through will be achieved by each of
6 these OSS.

7 TCCF does not understand why BellSouth has chosen not to use the OSS
8 listed above for the processing of reseller orders. Why should the resellers be
9 required to pay for development efforts when BellSouth did not use the quickest
10 and most efficient solution?

11 **Q. Is properly functioning OSS important to TCCF's ability to do business?**

12 A. Yes. It is critical. The Commission should remember that TCCF is not a
13 facilities-based reseller. Thus, BellSouth controls many of TCCF's costs. TCCF's
14 provisioning and servicing costs have been dramatically inflated over the course
15 of our two and one-half year relationship with BellSouth due to BellSouth's
16 refusal to provide access to existing computer systems and the many service-
17 related issues which BellSouth alone causes and controls. Additionally, lack of
18 parity has caused TCCF to lose countless customers. This makes BellSouth's
19 attempt to inflate OSS charges even more suspect.

20 **Q. Are there other problems with the OSS fee chart BellSouth insists on
21 including in the Agreement?**

22 A. Yes. For example, the OSS fee chart which BellSouth has proposed to add to

1 TCCF's Agreement appears to assume that such fees will be perpetual. If the fees
2 are to recover "development costs" (a result TCCF opposes), how long will the
3 recovery take? Will the recovery time be shortened if TCCF's ordering activity
4 increases? Will the recovery time be shortened if ordering activity from other
5 resellers increases? How will costs be apportioned among resellers? What is the
6 dollar amount to be recovered and what is the formula for recovery? All these
7 questions remain unanswered. If the process is left open-ended as the OSS chart
8 envisions, the end result will not be that BellSouth recovers its "development
9 costs." The end result will be that BellSouth increases reseller costs; and reduces
10 competition by imposing unreasonable and discriminatory rates.

11 **Q. Is there any other reason TCCF views additional processing fees as an**
12 **arbitrary attempt to increase reseller costs?**

13 A. Yes. BellSouth states it has OSS in place to allow for the electronic processing
14 of "almost all" reseller orders. However, BellSouth wants to apply a surcharge for
15 manually submitted orders and wants to implement it immediately. To TCCF's
16 knowledge, no currently operational OSS provides an automated means for the
17 processing of adds, moves and changes. Why should the reseller be charged \$22
18 (as opposed to \$10.80) for the manual submission of an order when no alternative
19 means of submitting the order exists? In fact, why should the reseller be charged
20 a fee at all if appropriate and functional OSS does not exist? This inflated fee for
21 manual orders should not be permitted.

22 **Q. Has TCCF incurred or will TCCF incur any costs to develop and/or**

1 **implement BellSouth's OSS?**

2 A. Yes. BellSouth fails to mention, let alone take into account, the costs incurred by
3 the reseller to implement the OSS which BellSouth is providing. For a minute,
4 let's set aside reseller training costs, personnel costs and computer hardware costs
5 and look only at development and implementation costs. Exhibit No. ____
6 (AKW-11) outlines the implementation and recurring costs associated with the
7 reseller's implementation of EDI. It is difficult to determine the costs which will
8 be incurred by the reseller to implement TAG. TCCF attended the TAG training
9 class held by BellSouth on November 3rd and 4th, 1998. To implement TAG, the
10 reseller must program, using C++, the interface necessary to connect to the
11 BellSouth systems. The project includes the purchase of three pieces of software
12 and the cost of programming the required interface. BellSouth, in the training
13 class, stated that they estimate that it will take the reseller 60-90 days to complete
14 the required interface. Once the reseller interface is complete, it must be tested
15 in conjunction with the BellSouth systems. TCCF was told in the training class
16 that the testing phase would last for 3 - 4 months. Members of the BellSouth
17 Account Team believe that the testing period will be much shorter, but it is
18 impossible for anyone to know at this point because, to date, no reseller has
19 programmed the interface required, plus only the pre-ordering function of TAG
20 is operational at this time. Thus, resellers may have significant development costs.
21 Perhaps TCCF should recover these costs from BellSouth or they should offset the
22 fees BellSouth proposes.

1 **Q. What impact would the increased OSS fees BellSouth has insisted upon have**
2 **on TCCF?**

3 A. The impact would be severe. Exhibit No. ____ (AKW-12) estimates the
4 processing fees which BellSouth would have charged TCCF for the months of
5 May 1998 and October 1998 if the OSS language and chart proposed by BellSouth
6 had been part of the TCCF Agreement during those months. This exhibit
7 identifies the financial impact of these additional processing fees on TCCF's
8 monthly cost of doing business. Without the proposed fees, processing charges
9 represent somewhere between 2.1% - 4.2% of TCCF's total monthly invoice from
10 BellSouth. The addition of the proposed fees, increases the percentage range to
11 4.5% - 8.4%. The proposed fees will more than double TCCF's monthly
12 processing fees paid to BellSouth.

13 Historically, TCCF's mix of business and residential accounts has been
14 60% and 40%, respectively. In Florida, TCCF's discount from BellSouth is
15 16.81% for business accounts and 21.84% for residential accounts. TCCF must
16 pay all costs associated with acquiring, provisioning, servicing, invoicing and
17 collecting from the account. BellSouth controls all of the critical processes. For
18 example, it controls how quickly and accurately an order is provisioned or
19 processed in the case of an add, move and change or trouble ticket. BellSouth's
20 unwarranted attempt to increase processing fees, under the guise of system
21 development, is simply a backdoor way to decrease the resale discount ordered by
22 this Commission. This attempt is in clear violation of the Act because, if allowed,

1 it will impose unfair and discriminatory conditions on the resale of local
2 telecommunications services.

3 **Q. What action should the Commission take regarding the charges being**
4 **proposed by BellSouth regarding OSS?**

5 A. The Commission should first determine what it is that BellSouth is attempting to
6 accomplish. Is its agenda to recover costs associated with the development of
7 OSS? Or, is the "proposed language and OSS chart" an attempt to increase
8 processing fees thereby decreasing the reseller's ability to compete?

9 If BellSouth is attempting to recover "development costs," the Commission
10 must determine whether this would violate the Telecommunications Act of 1996.
11 TCCF believes that it would. The Act requires BellSouth to provide resellers with
12 OSS which are at least equal to those utilized by BellSouth personnel when
13 processing BellSouth end user orders. Until this happens, parity of service cannot
14 exist. Furthermore, increasing the reseller's order processing fees violates Section
15 251, §(c)(2)(D) of the Act. This section states that the ". . . local exchange carrier
16 has a duty to negotiate in good faith . . . the terms and conditions of such
17 Agreements on rates, terms and conditions that are just, reasonable and
18 nondiscriminatory, in accordance with the terms and conditions of the Agreement.
19 . ." Imposing fees to reseller accounts which are not also charged to BellSouth
20 end user accounts is not reasonable and is discriminatory in nature.

21 If BellSouth is increasing processing fees in an attempt to inflate resellers'
22 costs, this is unreasonable and discriminatory and should not be permitted.

1 However, if the Commission decides that BellSouth should be permitted
2 to recover "development costs," the following minimum requirements should be
3 met:

4 1. No reseller should be expected to pay additional processing fees
5 until BellSouth has provided OSS at least equal to the OSS utilized by BellSouth
6 personnel when processing like orders.

7 2. BellSouth should explain and justify to the Commission's
8 satisfaction why resellers have not been given access to existing OSS.

9 3. BellSouth should substantiate all development costs incurred to date
10 and explain the formula used for recovery of charges when the OSS chart was
11 developed. It should also explain how costs will be apportioned among all ALEC
12 users. BellSouth should also be required to estimate future development costs and
13 identify the OSS which will result from the estimated expenditures. These
14 requirements should be met prior to the establishment of or the passing on of any
15 fees for the electronic or manual submission of orders.

16 Further, TCCF has several concerns regarding the processes which
17 BellSouth has put in place to facilitate OSS development. For example, the EDI
18 Change Control Process is dominated by requests from large resellers. Smaller
19 resellers, like TCCF, do not have the financial where-with-all to pay for the type
20 of automation being requested by larger carriers. TCCF, and other small-to-mid-
21 size resellers, cannot afford to share in the cost (either dollar wise or time wise)
22 of the development efforts being requested by larger carriers and, in some cases,

1 do not need the automation being scheduled for completion.

2 **Service Interval Negotiations**

3 **Q. What are BellSouth's responsibilities with regard to service intervals pursuant**
 4 **to the Telecommunications Act of 1996?**

5 A. Pursuant to the Telecommunications Act of 1996, BellSouth is responsible for
 6 providing TCCF with service intervals equal to the intervals provided by BellSouth
 7 to its end user customers. Section 251, § (b)(1), states that each local exchange
 8 carrier has "the duty to not prohibit and not to impose unreasonable or
 9 discriminatory conditions or limitations on, the resale of its telecommunications
 10 services."

11 **Q. What are BellSouth's commitments to TCCF in the current BellSouth/TCCF**
 12 **Resale Agreement?**

13 A. Section VI, Item C of the existing Resale Agreement reads: "When notification
 14 is received from Reseller that a current customer of the Company will subscribe
 15 to Reseller's service, standard service order intervals for the appropriate class of
 16 service will apply."

17 **Q. Has BellSouth met its obligations?**

18 No. BellSouth's failure to provide TCCF with service intervals equal to those
 19 supplied by BellSouth to its end user customers clearly imposes both unreasonable
 20 and discriminatory conditions upon the reseller. TCCF's inability to provide
 21 customers with the same level of service provided to them previously by BellSouth
 22 results in: 1) increased labor costs associated with the handling of customer

1 ~~complaints and customer service calls (incoming to TCCF and outgoing to~~
2 ~~BellSouth), and 2) a dramatic increase in TCCF's customer churn rate.~~

3 ~~Dissatisfied customers do not hesitate to call BellSouth's local business~~
4 ~~office to ask how long it would take to provision an order or process an add,~~
5 ~~move or change. BellSouth personnel, at the local level, quote the service~~
6 ~~intervals from the BellSouth Standard Interval Guide. These intervals are much~~
7 ~~quicker than the intervals provided to TCCF; for this reason, the customer~~
8 ~~believes that TCCF is at fault and, in many cases, returns to BellSouth.~~

9 ~~**Q. What language regarding service intervals was included within the proposed**~~
10 ~~**Agreement which has been under negotiation between BellSouth and TCCF?**~~

11 ~~A. The "proposed" Agreement contains the exact same language regarding service~~
12 ~~order intervals. Section VI, Item C is identical to the existing Agreement.~~

13 ~~**Q. Was the issue of service order intervals ever raised during renegotiation**~~
14 ~~**conversations with BellSouth?**~~

15 ~~A. Yes. On May 5, 1998, I faxed a list of Items for Discussion to Ms. Susan~~
16 ~~Arrington, BellSouth's Manager of Interconnection Services Pricing. See Exhibit~~
17 ~~No. ____ (AKW-3). This list became the basis for renegotiation conversations~~
18 ~~between BellSouth and TCCF. The ninth bullet point on this list addresses the~~
19 ~~issue of service order intervals. TCCF did not request the addition of any~~
20 ~~language or revisions to the existing language because, as written, the language is~~
21 ~~clear and obligates BellSouth to provide service intervals equal to those provided~~
22 ~~to their end user customers. What TCCF wants, and has repeatedly discussed with~~

1 ~~BellSouth, is assurance that those intervals will be met and TCCF so indicated on~~
2 ~~the Discussion List.~~

3 **Q. What has TCCF's actual experience been with regard to service order**
4 **intervals?**

5 A. BellSouth's failure to provide TCCF with parity of service has been discussed over
6 and over again with BellSouth during the course of our two and one-half year
7 relationship. BellSouth has not provided TCCF with service order intervals equal
8 to those provided to their end user customers. Therefore, parity of service does
9 not exist.

10 TCCF maintains logs of orders sent to BellSouth and compares the service
11 intervals delivered to those quoted within BellSouth's Standard Interval Guide.
12 A copy of BellSouth's Standard Interval Guide is attached as Exhibit No. ____
13 (AKW-13). A recent copy of the log (with customer names and telephone
14 numbers redacted) which tracks adds, moves and changes is attached as Exhibit
15 No. ____ (AKW-14). This copy covers the months of September and October
16 1998. In September 1998, TCCF submitted a total of 51 add, move or change
17 orders to BellSouth. Of the 51 orders, only four were worked in accordance with
18 the service intervals listed within the Standard Interval Guide. Of the 39 orders
19 submitted in October 1998, none were completed in accordance with the Standard
20 Interval Guide.

21 The information represented within this log is representative of the service
22 intervals delivered to TCCF over the past 8 - 10 months. Prior to that period, the

1 service intervals provided were even longer.

2 TCCF has complained repeatedly about the clear lack of parity which exists
3 between the level of service provided by BellSouth to their end user customers and
4 the service provided to TCCF. In response, BellSouth has stated that parity of
5 service exists -- it exists between the resellers. Parity of service between the
6 resellers (even if it did exist -- which it does not) is not the level of parity which
7 BellSouth is obligated to provide. The Telecommunications Act of 1996 and the
8 existing Resale Agreement with TCCF, require BellSouth to provide service
9 intervals (parity of service) to TCCF equal to that provided to their end user
10 customers.

11 BellSouth has stated that parity does exist between the resellers. TCCF
12 knows that this is not a fact because TCCF receives a 48-hour turnaround on
13 FOCs while MCI Metro's turnaround is 24 hours. BellSouth has also stated that
14 service intervals provided to TCCF are not equal to those provided to their end
15 user customers because TCCF is submitting their orders manually. As discussed
16 earlier, BellSouth has not made available to TCCF the OSS which are available
17 to BellSouth personnel. The new Agreement must address this problem or TCCF
18 will operate at the same disadvantage it has for the past two years.

19 **Q. What language should be added to the Resale Agreement regarding service**
20 **order intervals?**

21 A. TCCF recommends that a copy of BellSouth's most recent Standard Interval Guide
22 be added to all Resale and Interconnection Agreements as an attachment. This

1 ~~attachment could be referred to within Section VI, Item C, and would set the~~
2 ~~standards required to ensure that equal service order intervals are provided to~~
3 ~~BellSouth resellers and end user customers alike.~~

4 ~~**Q. What action should the Commission take on this issue?**~~

5 ~~A. TCCF feels strongly that it is time for the Commission to insist that BellSouth~~
6 ~~honor its obligations with regard to parity of service and the delivery of service~~
7 ~~intervals to the resellers which are equal to those provided to BellSouth end user~~
8 ~~customers. A penalty of \$25.00 per order for each order which does not meet the~~
9 ~~service interval should be imposed to put some teeth into this requirement.~~

10 ~~**Q. Does this conclude your direct testimony?**~~

11 ~~A. Yes.~~

1 BY MS. KAUFMAN:

2 Q Do you have a summary of your testimony,
3 Ms. Welch?

4 A Yes, I do.

5 Q Go ahead, please.

6 A Good morning, Commissioners and Staff. I
7 am here on behalf of the Telephone Company of Central
8 Florida and will summarize the testimony which I have
9 submitted regarding Arbitration Issue No. 1.

10 My testimony focuses on BellSouth's attempt
11 to add language and an OSS fee chart to the
12 TCCF-BellSouth resale agreement. The proposed
13 language and chart, if included, will significantly
14 increase TCCF's cost of doing business and, in effect,
15 will decrease the amount of reseller discount mandated
16 by this Commission.

17 TCCF has been a BellSouth reseller since
18 May 28th of 1996. To our knowledge, we were the first
19 BellSouth reseller within the State of Florida, and
20 perhaps within the entire nine-state region. As a
21 result, TCCF was one of the first resellers to attempt
22 to use the OSS which BellSouth began introducing in
23 mid to late 1997. BellSouth has introduced bits and
24 pieces of OSS to the resellers over the last one plus
25 years.

1 TCCF received BellSouth training for its
2 personnel on TAFI, on LENS, and on EDI. TCCF
3 attempted to implement TAFI and LENS when first
4 introduced, with disappointing results.

5 In late 1997 or early 1998, TCCF tried once
6 again the preordering functions of LENS and has been
7 using LENS ever since for preordering only.

8 In February of 1998, our BellSouth account
9 team advised TCCF not to implement EDI, but to wait
10 for the release of API or TAG. We followed their
11 recommendation. To date, API or TAG is not being used
12 by any reseller with the exception of two beta test
13 sites. Resellers must program an interface in order
14 to implement TAG. The reseller is responsible for
15 100% of the costs associated with the programming of
16 this interface.

17 In May of 1998, TCCF began renegotiation
18 conversations with BellSouth and learned for the first
19 time of BellSouth's determination to begin charging
20 the resellers additional processing fees on a per
21 order basis. You must keep in mind that TCCF has been
22 paying processing fees ever since signing its resale
23 agreement in May of '96.

24 During negotiations, I was given a number
25 of different explanations for the inclusion of the OSS

1 fees within the agreement. Initially I was simply
2 told that the fees were required to permit BellSouth
3 to recover costs incurred to develop and implement
4 OSS. However, approximately four months later I was
5 told that the fees were required because BellSouth
6 incurs costs when processing reseller orders, and
7 BellSouth must recover those costs.

8 During the negotiation period, BellSouth
9 presented four different versions of OSS language,
10 some with and some without with the OSS chart. On at
11 least one occasion, BellSouth presented language that
12 was acceptable to TCCF, only to have BellSouth revise
13 that language and change their mind on the inclusion
14 of the OSS chart within the agreement.

15 The OSS language and OSS chart proposed by
16 BellSouth violate the Telecommunications Act of 1996.
17 One of the Act's main purposes is to foster local
18 competition. Per the Act, local exchange carriers
19 have a duty not to prohibit and not to impose
20 unreasonable or discriminatory conditions or
21 limitations on the resale of telecommunications
22 services. The local exchange carrier has a duty to
23 negotiate in good faith and must provide
24 interconnection on rates, terms, and conditions that
25 are just, reasonable, and nondiscriminatory.

1 Regardless of whether the purpose is to
2 recover development costs, implement OSS, or recover
3 costs associated with the processing of reseller
4 orders, the proposed OSS fees will increase reseller
5 costs, thereby decreasing the reseller's discount, and
6 will impose unreasonable and discriminatory conditions
7 upon the resale of local services. In short, these
8 fees, if permitted, will most certainly limit
9 competition.

10 BellSouth has produced witnesses,
11 documentation, and analysis that support BellSouth's
12 claim that TCCF has been provided with
13 nondiscriminatory access to OSS. However, TCCF knows
14 based on its firsthand knowledge that, number one, the
15 OSS provided do not conform to the product
16 specifications communicated by Bell; number two,
17 processing exceptions do exist; and number three, the
18 ability to achieve order flow-through is limited.

19 In summary, TCCF does not believe that the
20 Commission should allow BellSouth to implement the
21 proposed OSS fees because they are in clear violation
22 of the Act.

23 However, if this Commission decides that
24 BellSouth should be permitted to implement the
25 proposed OSS fees, the following minimum requirements

1 must be met. First of all, the resellers should not
2 be expected to pay additional processing fees until
3 BellSouth has provided OSS that are at least equal to
4 the OSS used when processing retail orders. The
5 Commission should require a side-by-side comparison of
6 the OSS provided to the resellers with the OSS used by
7 BellSouth personnel when processing retail orders. An
8 apples-to-apples comparison should be made while
9 processing like orders.

10 Number two, BellSouth should explain and
11 justify to the Commission's satisfaction why resellers
12 have not been given access to the existing systems
13 that BellSouth personnel use in processing retail
14 orders.

15 And finally, BellSouth should identify and
16 substantiate all costs included within the formula for
17 recovery of OSS development and implementation costs.
18 Future development costs should be estimated, an
19 explanation of how the costs are apportioned amongst
20 the resellers should be submitted, and BellSouth
21 should list all OSS by name that were included within
22 the estimated expenditures.

23 That concludes my summary.

24 COMMISSIONER CLARK: Ms. Keyer, or
25 Ms. White?

1 MS. WHITE: Ms. White this time.

2 COMMISSIONER CLARK: Not Ms. Sims?

3 MS. WHITE: Not Ms. Sims.

4 As a preliminary matter, I would ask that
5 Ms. Welch's deposition, which we'll be handing out, be
6 identified as an exhibit in the docket.

7 COMMISSIONER CLARK: The deposition of
8 Ms. Welch will be marked as Exhibit 9 and will include
9 any errata sheet.

10 (Exhibit 9 was marked for identification.)

11 CROSS EXAMINATION

12 BY MS. WHITE:

13 Q Ms. Welch, my name is Nancy White. I
14 represent BellSouth Telecommunications, and I have
15 several questions for you today.

16 From December of '95 until January of '98,
17 you were Vice President of Administration for TCCF,
18 were you not?

19 A The dates again were?

20 Q December 1995 until January of 1998.

21 A That is correct.

22 Q And January of '98 is when you got your new
23 title, Chief Operating Officer?

24 A Close to January of '98.

25 Q And what were your duties as Vice President

1 of Administration for TCCF?

2 A I had responsibility for all of the general
3 administrative functions for the company, for the
4 human resource functions, for provisioning, and for
5 billing functions, and had a lot of involvement with
6 the IS Department.

7 Q And by IS Department you mean?

8 A Information Services.

9 Q Now, when you say provisioning and billing,
10 is that order provisioning and billing to TCCF's end
11 user customers?

12 A Correct.

13 Q Now, when you became Chief Operating
14 Officer early in 1998, did your duties continue to
15 include oversight of order provisioning and billing?

16 A Yes, they did.

17 Q Now, at the end of 1996, TCCF had
18 approximately six employees; is that correct?

19 A In that range; correct.

20 Q And of those, how many had direct
21 responsibility for preordering and ordering functions
22 associated with TCCF's end users?

23 A I would say three, one full-time and two
24 part-time.

25 Q And of that six, how many had direct

1 responsibility for maintenance and repair functions
2 associated with TCCF's end users?

3 A I don't know if I understand the question.

4 Q Okay. I assume that TCCF -- well, when a
5 TCCF end user has a repair problem, do they call TCCF?

6 A Yes, they do.

7 Q And do you have personnel -- in 1996, did
8 you have personnel that were assigned to handle those
9 trouble reports?

10 A Yes, we did.

11 Q And how many people were those?

12 A At the end of '96, I would say it was
13 probably one individual.

14 Q Okay. Was that one individual part of the
15 three that handled order provisioning?

16 A Yes.

17 Q Now, of the three that were dealing with
18 order provisioning, billing, and repair, and/or repair
19 in 1996, were those full-time employees?

20 A One was full-time, and two were part-time.

21 Q How many of those three had
22 telecommunications experience?

23 A Two of them.

24 Q And how many had skills in the order
25 provisioning, billing, or repair fields?

1 A I'll have to answer the question in two
2 parts.

3 Q Of course.

4 A In telecommunications, two. In other
5 industries, one.

6 Q Okay. Now, of those three employees at the
7 end of 1996, how many attended formal training in
8 Atlanta by BellSouth on the operational support
9 systems?

10 A In 1996?

11 Q That's correct.

12 A One.

13 Q Okay. And can you tell me what classes
14 that one person attended?

15 A Many. I believe she spent two to three
16 days at the Atlanta training facility. She attended
17 every class that was available on OSS at that time.
18 That was the primary purpose of sending her. And she
19 attended many classes on billing. She attended some
20 of the technical classes that were available. Again,
21 she was there for three full days.

22 Q Okay. Now, did that one person then come
23 home and train the other two employees who were
24 working with her in the order provisioning and repair
25 fields?

1 A She came home -- she was the customer
2 service manager at that point. And, yes, she came
3 home for the purpose of implementing those OSS and
4 training the staff, if they had worked.

5 Q Okay. Now, that person in 1996 who went to
6 these classes and was the customer service manager,
7 how much longer did she stay with TCCF after '96?

8 A At least one year.

9 Q Okay. Now, at the end of 1997, TCCF had
10 approximately 30 employees; is that correct?

11 A That sounds correct.

12 Q And of those 30 employees, how many had
13 direct responsibility for preordering and ordering
14 functions associated with your end users?

15 A I would say at the end of '97, probably --
16 ask the question again so I make certain I --

17 Q Yes. How many of those 30 employees had
18 major responsibility for order provisioning and
19 billing of services to your end user customers?

20 A Order provisioning and billing, probably
21 four to five.

22 Q Okay. And what about for repair? How many
23 of those 30 were mainly dealing with repair issues?

24 A Five to six.

25 Q And were those two separate groups of

1 people?

2 A Yes. Actually, three separate groups of
3 people.

4 Q Okay. Now, how many of the four to five
5 that were working in the preordering and ordering
6 functions had telecommunications experience?

7 A In the preordering and ordering?

8 Q That's correct.

9 A I would say two.

10 Q And of that four to five people that were
11 associated or had responsibility for preordering and
12 ordering in 1997 --

13 A Let me back up for a minute, because I
14 think when I answered four to five, I think your
15 question was billing and provisioning. I think you
16 when you asked that question combined two areas. I
17 think if you'll go back, you'll see that that's the
18 case.

19 Q So order provisioning and billing in 19 --

20 A Are separate areas.

21 Q Okay. Well, let's take them as separate
22 areas. With regard to ordering functions, how many of
23 the 30 employees, the approximately 30 employees in
24 1997 had responsibility for ordering functions?

25 A I would say three.

1 Q Okay. And of that three, how many had
2 telecommunications experience?

3 A Two.

4 Q And were those three full-time people?

5 A Yes, they were.

6 Q Okay. Now, with regard to provisioning
7 functions associated with your end users in 1997, how
8 many of those 30 employees had responsibility for
9 that?

10 A Is that not the same question you just
11 asked me a minute ago?

12 Q Okay. I thought you told me that order
13 provisioning and billing were -- I'm sorry. I think I
14 did ask you that exact same question.

15 A Don't get me confused.

16 Q I'm getting myself confused.

17 A We'll all be in trouble.

18 Q Okay. I think I need to be moving to
19 billing. Of the 30 people in 1997, how many had
20 responsibility for billing functions?

21 A Two, I believe.

22 Q Okay. And were those full-time people?

23 A Yes.

24 Q Okay. And then of the 30 employees in
25 1997, how many had responsibility for maintenance and

1 repair functions?

2 A Five to six.

3 Q And were those full-time employees?

4 A Yes, they were.

5 Q Okay. Now, of the three that had
6 responsibility for order provisioning functions, had
7 any of those three people attended formal training by
8 BellSouth in Atlanta on operational support systems?

9 A Yes, they had.

10 Q Okay. How many of those people did that?

11 A One.

12 Q Was that the same one we talked about from
13 1996, the same employee that --

14 A She's been with us that long, yes.

15 Q Okay. So there was nobody new of those
16 three who went to formal training; correct?

17 A That is not true. I'm sorry. I guess I
18 answered your question incorrectly. In 1996, the lady
19 that went to training was the customer service
20 manager, Marisela Rivera.

21 Q Okay.

22 A The individual that I am referring to in
23 provisioning is a lady by the name of Sue Anderson.

24 Q Okay. And she went to formal training in
25 Atlanta by BellSouth on operational support systems in

1 1997?

2 A I don't know the date, but, yes, she did
3 attend that training.

4 Q And she was the only one of those three?

5 A Correct.

6 Q Okay. Now, of the two people that had
7 responsibility for billing, did any of those people go
8 to formal training in Atlanta by BellSouth?

9 A I do not believe so.

10 Q And of the five to six people that dealt
11 with maintenance and repair in 1997 for TCCF, had any
12 of those people gone to Atlanta for formal training by
13 BellSouth on operational support systems?

14 A Yes, one.

15 Q One of those. And did that person come
16 back and then train the others?

17 A The intent was to come back and implement
18 OSS and train, but again, they didn't work.

19 Q All right. And we'll get to that. But at
20 the end of '98, I believe TCCF had 25 employees;
21 correct?

22 A Correct.

23 Q And of that 25, how many were dedicated to
24 the order provisioning function?

25 A Two.

1 Q Okay. And of those two, was one of those
2 Ms. Anderson still?

3 A Yes.

4 Q Okay. How many were dedicated to billing
5 functions?

6 A Two.

7 Q And was one of those people the same person
8 that had had formal training in 1997?

9 A No.

10 Q Okay. Of the two people in 1998 who mainly
11 had responsibility for billing functions, how many of
12 those had attended training by BellSouth in Atlanta?

13 A Didn't you just ask me that?

14 Q Well, I thought I asked for '97. Now I'm
15 asking for '98.

16 A I think your previous question was -- I'm
17 getting --

18 Q Okay. I'll try it again.

19 A Ask the question again.

20 Q In 1998, I believe you said you had two
21 employees that were mainly concerned or whose main
22 responsibility were the billing functions for TCCF.

23 A Yes.

24 Q Of those two people, did any of them go to
25 formal training in Atlanta by BellSouth?

1 A No.

2 Q All right. And then in 1998, how many
3 employees were dedicated to maintenance and repair
4 functions?

5 A Dedicated?

6 Q Well, had main responsibility.

7 A We changed the way the customer service
8 group is structured in mid '98, so the answer would be
9 one.

10 Q Okay. And had that --

11 A Dedicated.

12 Q Had that person gone to formal training in
13 Atlanta by BellSouth on maintenance and repair
14 function issues?

15 A No.

16 Q I'm sorry?

17 A No.

18 Q Now, let's talk about LENS for a little
19 bit, L-E-N-S, capital letters, the Local Exchange
20 Navigation System.

21 Now, TCCF uses LENS solely for preordering
22 purposes; is that correct?

23 A That is correct.

24 Q And when did you begin using LENS for that
25 purpose?

1 A I know that it was before February of '98,
2 shortly before.

3 Q You did not use it at all prior to that?

4 A We attempted to use it, but did not
5 implement it.

6 Q You attempted to use it for preordering
7 purposes?

8 A That's my understanding.

9 Q Okay. So in February of '98, you began
10 using it, I believe you said in your deposition, on
11 pretty much a daily basis for preordering functions.

12 A That is correct.

13 Q Now, what preordering functions do you use
14 LENS for?

15 A LENS is used primarily to pull up a
16 customer service record, to basically take an order
17 that has been submitted to us by the sales
18 organization, and check things like street address,
19 customer name. It helps us so when we submit an order
20 to BellSouth, it does not error out.

21 Q Okay.

22 A So it's for verification purposes.

23 Q And can you use it -- do you also use it to
24 find available telephone numbers?

25 A I don't know the answer to that question.

1 Q Do you use it to find out what features and
2 services are available?

3 A Yes.

4 Q Do you use it to determine due date
5 availability?

6 A I believe they do.

7 Q And for preordering purposes, have you had
8 any problems with LENS?

9 A Recently, no.

10 Q Now, how many of TCCF's employees who use
11 LENS right now currently have had formal training on
12 LENS? By formal training, I mean in Atlanta by
13 BellSouth.

14 A In Atlanta by BellSouth, one. But we did
15 have BellSouth come on site at TCCF and sit with every
16 provisioning and every customer service rep one on one
17 and train them on LENS.

18 Q And that was in 1998?

19 A Yes, either the very beginning of '98 or
20 the very end of '97.

21 Q Now, you state, I believe, in your
22 testimony that LENS -- and I think this was one of the
23 changes you made to your testimony, that LENS has
24 limited ordering capabilities.

25 A Yes.

1 Q Is that correct? And I think that's page
2 12.

3 What's the basis for that statement?

4 A In between my testimony and my rebuttal
5 testimony, our customer service manager and one of the
6 customer service reps did pull LENS back out and
7 attempt to use it for preordering.

8 Q You mean for ordering?

9 A I'm sorry. For ordering, yes. And
10 actually, I have a log that Mary had requested while
11 taking my deposition. She requested a copy of it, and
12 it does show the results of -- I think it was about a
13 two-week period where we used LENS for ordering.

14 Q Okay. Had you ever tried using LENS for
15 ordering prior to that time?

16 A Yes, the staff had.

17 Q And what was the result?

18 A Our experience with the OSS -- and again,
19 we all need to remember, since Bell (verbatim) has
20 been a reseller since May of '96, the first time we
21 touched the OSS is when they were first introduced.
22 The experience that I believe the folks using the OSS
23 at that point experienced was that typically either
24 you couldn't get on the system at all, it wasn't
25 available maybe for upgrading purposes or service

1 purposes, or more frequently, you would input an
2 order, and it would go off, and it would never come
3 back.

4 Q And this was back in '97 when they were
5 first introduced?

6 A In '97 and at subsequent times.

7 Q Would you agree, Ms. Welch, that
8 significant improvements have been made to LENS since
9 that time?

10 A I think there have been improvements. But
11 when I say limited ordering capabilities, it's very
12 limited.

13 LENS can do a new install. It can reserve
14 a number and add a feature for a new install. It can
15 change -- according to BellSouth's specification, it
16 can change a directory listing for white pages and
17 yellow pages. The yellow pages piece does not work.
18 Our rep could not get it to work, and your help desk
19 tells us it does not work. You can disconnect an
20 existing account. You can switch as is.

21 And I would like to point out that in the
22 case of the resellers, switch as is is not a very
23 frequently used function, because when we switch a
24 customer from BellSouth to us, we typically switch the
25 long distance also. Therefore, it is a switch with

1 changes. And LENS will allow you to suspend service
2 and restore service as long as none of those are
3 complex.

4 Q Let me --

5 A LENS does not do adds, moves, or changes.

6 Q I'm sorry. I didn't mean to interrupt you.

7 A That's all right.

8 Q I'm curious about something you just said.
9 You said when you change a local customer from
10 BellSouth to TCCF, you typically change the long
11 distance company, and that makes it a switch with
12 changes. Who do you switch the long distance company
13 to?

14 A To our long distance carrier.

15 Q So when you sell your local service, are
16 you selling -- is TCCF selling it as a "we can provide
17 the local and the long distance --

18 A Yes.

19 Q -- together"?

20 A Yes.

21 Q So the customer has agreed to change their
22 long distance company?

23 A Oh, absolutely.

24 Q Okay. Let's talk a little bit about TAFI,
25 which is capital letters, T-A-F-I.

1 A Yes, ma'am.

2 Q And it stands for Trouble Analysis
3 Facilitation Interface.

4 Now, one of the problems that you have with
5 TAFI is that it does not provide order flow-through?
6 Have I misunderstood that?

7 A What I said at one point was that TAFI did
8 not provide for order flow-through. And I realize
9 that that has been questioned repeatedly. It does
10 not.

11 Q Well, let me ask you a question. Do you
12 believe order flow-through is relevant to TAFI?

13 A No, it's not.

14 Q So the fact that it doesn't provide order
15 -- I mean, it's a trouble analysis system, not an
16 ordering system; correct?

17 A That is correct.

18 Q So the fact that it doesn't have order
19 flow-through doesn't mean anything?

20 A That is correct.

21 Q Now, when did TCCF first use TAFI?

22 A When it was first introduced.

23 Q And was that approximately a year and a
24 half to two years ago, ball park?

25 A I would say yes.

1 Q Who used it at TCCF? I mean, was it your
2 maintenance and repair -- I don't know if it's
3 representatives or technicians. I don't know what the
4 appropriate word is.

5 A It was primarily a gentleman by the name of
6 Don Casement, who was the customer service manager,
7 and additionally Marisela Rivera, who I mentioned
8 earlier. Both of those individuals did try to
9 implement TAFI.

10 Q Okay. Now, had either one of those or both
11 of those individuals had training by BellSouth in
12 Atlanta on TAFI?

13 A Both.

14 Q Both had been to Atlanta for training?

15 A (Nodding head affirmatively.)

16 Q All right. How long did they try to use
17 TAFI?

18 A Don Casement was probably the person that
19 worked with TAFI the most, and I would say that he
20 tried off and on for a period of a month or a month
21 and a half. And during that period, I would say that
22 he put forth a very concerted effort for somewhere
23 around three weeks.

24 Q What were they trying to get TAFI to do?

25 A To work, accept an order, pass --

1 Q Accept an order?

2 A (Nodding head affirmatively.)

3 Q But I thought we just agreed that TAFI --

4 A I'm sorry. Accept -- open a trouble
5 ticket.

6 Q Open a trouble ticket. Okay.

7 A Open a trouble ticket.

8 Q Okay. Now, the next time that TCCF pulled
9 TAFI out to try to use it was approximately a year
10 ago?

11 A I think it has been looked at off and on
12 over the past year, year and a half.

13 Q Okay. And do you know who pulled it out to
14 look at it?

15 A I think prior to the last couple of weeks,
16 the individual that had looked at it was a lady by the
17 name of Tammy Aziz.

18 Q Okay. And did she have training on TAFI
19 from BellSouth in Atlanta?

20 A Yes, she did.

21 Q And what were her comments about it, or
22 what was the problem? She was trying to open trouble
23 tickets?

24 A Correct.

25 Q Is that what she was using it for?

1 A (Nodding head affirmatively.)

2 Q And what did she find?

3 A Well, she found the same kinds of things,
4 that the system was not necessarily available to you
5 when you wanted to get onto it.

6 And another thing that we have found with
7 TAFI is that a lot of the enhancement features that
8 Mr. Pate mentioned in his rebuttal testimony do not
9 work. They are related to the operation of help keys
10 or F keys, and if you run your computer system on a
11 Microsoft-based product, those keys do not work. So
12 there is no on-line history. All of the interactive
13 things that Mr. Pate mentions do not function.

14 Q And that's the -- and here I will show my
15 total computer illiteracy, but your computers at TCCF
16 are based on a Microsoft system?

17 A Well, I think we would all agree that in
18 excess of 50% of any computer system out there is on
19 Microsoft.

20 I mean, I sat down two weeks ago with a
21 customer service rep with TAFI. I sat with him for
22 several hours while he was opening mock trouble
23 tickets, on our company, quite honestly. And the
24 things that I saw, for example, when you pull our
25 account up, you see one date with respect to prior

1 trouble ticket history, and that's the last time a
2 trouble ticket was opened. It doesn't tell you
3 anything about that trouble ticket. It gives you no
4 other history. It gives you a date. Now --

5 Q Okay. Well -- I'm sorry. Go ahead.

6 A We have an in-house system that we
7 developed that has been in place for a year and a half
8 or two years that, quite honestly, allows any of our
9 personnel to sit in front of a screen, pull an account
10 up, and see everything that has ever happened on that
11 account, whether it's the first date they were turned
12 up, whether it is a trouble ticket. It will tell you
13 what the trouble ticket was on. It will tell you when
14 the trouble ticket closed. It will tell you if that
15 account has added a feature, added a line. It gives
16 you an entire history of that account, as opposed to
17 TAFI, when you go on the system, it gives you a date.

18 Q Now, how many trouble reports does TCCF
19 process on average each week?

20 A I don't know if I can answer that.

21 Q Okay. Do you have any ball park figure, or
22 you just have no idea?

23 A If you would like for me to guess, my guess
24 would be probably 15 to 20.

25 Q Now, you've talked a little bit about how

1 TCCF developed its own system for troubles, and I
2 believe you said in your --

3 A That is not what I said.

4 Q I'm sorry. Your own system --

5 A Our own in-house customer database.

6 Q Customer database. Okay. So all -- and I
7 believe in your deposition you said that it was
8 developed at a cost of approximately \$200,000?

9 A At least.

10 Q And how many troubles can -- well, let me
11 ask you this. From the way you've described it and
12 called it a customer database, is it strictly a
13 history of what has happened on that phone line or on
14 that line in connection with a certain telephone
15 number?

16 A That's not all that it does. But if you're
17 referring to what the rep would use in conjunction
18 with a trouble ticket, yes.

19 Q Okay. What else can it do?

20 A It holds all of the billing information for
21 the company. Basically what we did is, we took our
22 billing database and built on top of that an internal
23 customer information system.

24 Q Okay. And the customer information system
25 would contain billing records, trouble history or

1 account history records?

2 A Uh-huh.

3 Q And what else does it do?

4 A It basically tells you the type of services
5 the customer has.

6 Q So it's essentially a database that you can
7 search and find out information on this particular
8 line or this particular telephone number?

9 A That's correct.

10 Q Okay. Now, does your system -- is there a
11 name for this in-house system?

12 A I think we call it CID.

13 Q S-I-D?

14 A C-I-D, I believe, Customer Information
15 Database.

16 Q Okay. We've all got to have acronyms.

17 So CID is strictly a database. It can't
18 interact with the user of the system while the
19 customer is on line, can it?

20 A It cannot.

21 Q Okay. Can it perform mechanized loop
22 tests?

23 A It cannot.

24 Q Can it screen the trouble?

25 A It cannot.

1 Q Can it test whether the correct features
2 and services are in place on that line?

3 A Can it test? No, it cannot.

4 Q Can it route the trouble to a dispatch so
5 that a trouble technician or repair technician can be
6 dispatched?

7 A No, it cannot.

8 Q Does your system submit the trouble to
9 BellSouth?

10 A No, it does not.

11 Q How do you submit the trouble to BellSouth?

12 A Verbally, via phone.

13 Q Now, let's talk about ordering for a few
14 minutes. How does TCCF send its orders to BellSouth?

15 A Via fax.

16 Q Okay. Is that the way TCCF has done it
17 ever since they've been in business?

18 A With the exception of some testing that
19 we've done, that is correct.

20 Q And by testing, you mean testing on LENS
21 for ordering purposes?

22 A Correct.

23 Q Okay. Now, has BellSouth required you to
24 fax your orders rather than to use any of the OSS
25 systems?

1 A No.

2 Q How many orders does TCCF send to BellSouth
3 on an average day?

4 A Are you combining adds, moves, and changes
5 with --

6 Q Well, let's start first with just new
7 orders.

8 A Currently, maybe five to ten.

9 Q Okay. And of those orders, I believe in
10 Mr. Ripper's deposition, and I believe in yours too,
11 you said that TCCF's mix of customer accounts is
12 60-40, 60% business, 40% residential?

13 A That's correct.

14 Q And that's just a ball park estimate. Of
15 those five to ten, would that be a mixture of
16 residential and business?

17 A Yes.

18 Q Would that be a mixture of business as far
19 as just one business line up to several business
20 lines?

21 A It could be any combination.

22 Q Now, you state -- and I believe this is
23 another one of the changes you made on your testimony
24 -- that EDI, which is Electronic Data Interchange,
25 does provide for limited order flow-through.

1 A Correct.

2 Q Now, what's your basis for making that
3 statement?

4 A Well, if I can back up, the basis for
5 making my initial statement was the account team
6 telling us not to implement EDI for processing
7 exceptions, and the fact that you could not achieve
8 order flow-through.

9 Q And is -- well, let me strike that and
10 start over again. Are those -- would you just repeat
11 that again? That it would not do what?

12 A My initial statement in my direct testimony
13 was based on recommendations from our account team,
14 our BellSouth account team, not to implement EDI
15 because of processing exceptions, and because you
16 could not achieve order flow-through.

17 Q Okay. Now, what do they mean by processing
18 exceptions?

19 A When EDI was introduced, you could not
20 process any order with more than six lines. You could
21 not process any complex orders.

22 Q Okay. How many of the orders that TCCF --
23 or what percentage of TCCF's orders over the last year
24 have been for more than six lines?

25 A Again, you're asking me to guess, and I

1 would say historically 65 to 70%.

2 Q Okay. What percentage of TCCF's orders,
3 and I think between April 1st and November 4th of
4 1998, were for complex services? I believe you agreed
5 it was .016%; correct?

6 A Correct.

7 Q So did you make -- when the BellSouth
8 account team said that to you, had you tried EDI
9 before they said that?

10 A No. We had purchased the software. We had
11 gone to training. Our intent was to implement it.

12 Q And after they told you that, did you try
13 it on your own?

14 A No, we did not, because there are costs
15 associated with implementing it.

16 Q Okay. So you decided not to put out any
17 money to try it, any of the --

18 A Based on being told it didn't work, yes.

19 Q -- funds required. Okay.

20 Now, you stated that the account team told
21 you to wait for TAG, capital letters T-A-G, which is
22 the Telecommunications Access Gateway. Does TCCF
23 intend to deploy TAG?

24 A Yes, we do.

25 Q What have you done to implement that, to

1 deploy it?

2 A We have sent a C++ programmer to the TAG
3 training class in Atlanta, and we have all of the TAG
4 documentation, and we do have a programmer that has on
5 a preliminary basis looked at that and made some phone
6 calls.

7 Q What else is required to implement TAG?

8 A I'm not a technical individual. I cannot
9 answer that.

10 Q When do you believe that TCCF will have TAG
11 implemented?

12 A By the spring of this year.

13 Q Now, Ms. Welch, are you familiar with the
14 term "unbundled network element"?

15 A I know what you're referring to. I am not
16 a technical person.

17 Q Okay. Are you familiar with the FCC's
18 First Report and Order?

19 A No, I am not.

20 Q Okay. Are you familiar with the
21 Telecommunications Act?

22 A Yes, I am. Not all sections. I'm familiar
23 with those that I've read, I can assure you.

24 Q And I wouldn't expect anybody to be.

25 What about -- and I will hand you a copy.

1 What I would like to you look at is Section 251(c)(3),
2 which is labeled "Unbundled Access." And Ms. Keyer
3 will want her Act book back.

4 COMMISSIONER CLARK: Ms. White, how much
5 more do you have?

6 MS. WHITE: Ten minutes, maybe 15.

7 WITNESS WELCH: I've read it.

8 BY MS. WHITE:

9 Q Okay. I guess I'll just risk an objection
10 from Ms. Kaufman and try to paraphrase it.

11 Essentially wouldn't you agree it says that
12 an incumbent local exchange company can set cost-based
13 prices for unbundled network elements?

14 MS. KAUFMAN: I am going to object, because
15 I think this is -- first of all, it's outside of the
16 scope of her testimony.

17 MS. WHITE: I'll withdraw it.

18 BY MS. WHITE:

19 Q Now, Ms. Welch, it's your position that
20 TCCF should have access to the systems, the
21 operational support systems that BellSouth uses for
22 its retail operations; is that correct?

23 A It is my position that the resellers should
24 be given equal access to OSS. And it would appear to
25 us that the easiest way for that to have happened is

1 to give us access to your existing systems.

2 Q Okay. So is your answer yes, TCCF wants
3 access to the operational support systems used by
4 BellSouth in its retail operations?

5 A No.

6 Q Okay. You do not want access to --

7 A If you intend to charge me for systems, I
8 want equal systems and systems that work.

9 Q Okay. And what's your basis for that?

10 A Excuse me?

11 Q What's the basis for that statement?

12 MS. KAUFMAN: I'm sorry.

13 A I think that's why we're here. I mean, you
14 in May of last year attempted to add language to our
15 resale agreement --

16 Q Okay. Maybe I misunderstood your answer,
17 and I apologize.

18 COMMISSIONER JACOBS: In your --

19 MS. WHITE: Go ahead. I'm sorry.

20 COMMISSIONER JACOBS: In your negotiations
21 -- let me put it this way. In your negotiations for
22 the new arbitration, is that also a sticking point?

23 WITNESS WELCH: I don't know if I
24 understand the question.

25 COMMISSIONER JACOBS: In the negotiation of

1 your upcoming arbitration agreement, is that also a
2 sticking point?

3 WITNESS WELCH: That we want equal access
4 to OSS?

5 COMMISSIONER JACOBS: No, the additional
6 charges.

7 WITNESS WELCH: Yes.

8 COMMISSIONER JACOBS: Okay.

9 BY MS. WHITE:

10 Q Okay. Let me start one more time. Does
11 TCCF want the same operational support systems that
12 BellSouth uses for its retail operations?

13 A Equal. We want parity of service.

14 Q And I understand --

15 A We want equal service intervals.

16 Q I'm sorry. I didn't mean to interrupt.

17 COMMISSIONER CLARK: Let me just ask the
18 question. You're saying you don't believe what
19 they've offered you provides you the same amount of
20 access and features that their in-house system allows,
21 and absent a system that does that, you want access to
22 their in-house system?

23 WITNESS WELCH: That is correct.

24 BY MS. WHITE:

25 Q Thank you. Now, the three systems that

1 BellSouth uses for retail, one is called RNS, which is
2 the Regional Navigational System, one is DOE, which is
3 D-O-E, which is -- I can't remember that what stands
4 for. I apologize. And one is SONGS, S-O-N-G-S, and
5 unfortunately, I can't remember what that stands for
6 either.

7 Is SONGS applicable to Florida?

8 A I do not believing so.

9 Q Okay. And DOE, D-O-E, capital letters, is
10 just for business services; correct?

11 A Correct.

12 Q And RNS is just for residential services;
13 is that correct?

14 A Correct.

15 Q Now, are RNS, DOE, or SONGS based on
16 industry standards?

17 A I cannot answer that.

18 Q Are they used outside the Bell region? The
19 BellSouth region. I'm sorry.

20 A I can't answer that either.

21 Q Does TCCF plan to do business outside the
22 BellSouth region, or does it do business outside the
23 BellSouth region?

24 A For long distance, yes.

25 Q What about for local?

1 A We do not.

2 Q Do you intend to do --

3 A That has always been our intent.

4 Q Now, LENS can handle both residential and
5 business services, correct, for preordering?

6 A Correct.

7 Q And EDI is used for both residential and
8 business services; is that correct?

9 A I can't tell you what EDI does or does not
10 do.

11 Q Do you know whether TAG is going to be able
12 to be used for both residential and business services?

13 A I cannot.

14 Q What about TAFI? Can TAFI be used for both
15 residential and business services?

16 A I believe it can.

17 Q Now, if -- just to follow up for a second
18 on what Commissioner Clark asked you, is there any
19 instance in which TCCF is willing to pay for
20 operational support systems?

21 MS. KAUFMAN: I'm going to object. That's
22 a pretty vague question. Maybe you could be more
23 specific.

24 MS. WHITE: All right. Let me try it this
25 way.

1 BY MS. WHITE:

2 Q If BellSouth gave TCCF access to the same
3 systems that BellSouth uses for its retail operations,
4 would TCCF be willing to pay for that access?

5 A Not unless mandated by the Commission.

6 Q Okay. So you would not voluntarily enter
7 into negotiations to pay for that?

8 A I believe BellSouth is required per the Act
9 to provide it.

10 Q If BellSouth provided TCCF with operational
11 support systems that TCCF agreed were equal to that
12 provided by BellSouth to its retail operations, would
13 TCCF be willing to pay for those systems?

14 A Not unless mandated by the Commission.

15 Q And I just have a couple more minutes,
16 Ms. Welch. I wanted to ask you about the dispute that
17 TCCF had with its long distance company. Are you
18 familiar with that?

19 A Yes, I am.

20 Q Who was TCCF's long distance company that
21 you had the dispute with?

22 A WilCom or WilTel.

23 Q Okay. What was the dispute about?

24 A The dispute surrounded issues with a sister
25 company.

1 Q Okay. It involved financial problems, or
2 financial issues? Let me say it that way.

3 A I don't think that's accurate.

4 Q Well, let me put it this way. Did that
5 dispute have anything to do with BellSouth?

6 A No, it did not.

7 Q Okay. The outcome of the dispute was that
8 your customers were without long distance service from
9 early to mid June of 1998; is that correct?

10 A I believe it was around June the 12th.

11 Q Okay. And how long were they without long
12 distance service?

13 A I would say a majority of them were out
14 maybe one, two days.

15 Q And what about the minority of them?

16 A Some of them were out for as much as two to
17 three weeks. Those were the folks that had dedicated
18 services.

19 Q And because of that dispute, would you
20 agree that TCCF lost approximately 20% of its
21 customers?

22 A Yes.

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

25 COMMISSIONER CLARK: Staff, how much do you

1 have?

2 MS. MCKINNEY: Not much, Commissioner.

3 COMMISSIONER CLARK: Okay.

4 CROSS EXAMINATION

5 BY MS. MCKINNEY:

6 Q Hello, Ms. Welch.

7 A Hi.

8 Q Earlier you stated that TCCF would incur
9 costs to implement the interfaces which BellSouth is
10 offering for the preordering, ordering, maintenance
11 and repair. What types of costs will be incurred?
12 Could you give me examples? Were you speaking of
13 developmental or -- what types?

14 A I think when I made that statement we were
15 referring to EDI, and there's an exhibit in my direct
16 testimony that outlines the cost of EDI. Basically --
17 and again, we have not implemented it, but my
18 understanding is that you send your orders in batch
19 mode to a company that sits in between the reseller
20 and Bell, and then those orders are passed to Bell.
21 There is a fee for that passing, for that holding and
22 passing of those batches.

23 There are also fees for the purpose of the
24 Harbinger software. There is a fee based on the
25 number of users that are on the system. If I have ten

1 users, I get charged ten times for the software
2 license associated with Harbinger. There is also a
3 maintenance fee that is charged on a per user basis
4 via Harbinger.

5 So there are costs associated with the
6 implementation of EDI.

7 And with TAG, the costs are associated with
8 programming and interface. Based on my understanding,
9 there are actually three pieces to that interface, and
10 there are at least two pieces of software that the
11 reseller has to purchase and bring into the company
12 and then tie those together with coding that needs to
13 be done by the reseller.

14 It's my understanding that the expense to
15 implement TAG could be pretty excessive. It depends
16 on the type of system that you're running on. If
17 you're running on a PC-based system, the costs would
18 not be as extensive as if you're running on a mid
19 range system.

20 MS. MCKINNEY: Just a moment, please,
21 Ms. Welch. No further questions.

22 COMMISSIONER CLARK: Redirect.

23 REDIRECT EXAMINATION

24 BY MS. KAUFMAN:

25 Q Ms. Welch, Ms. White asked you a number of

1 questions about the number of employees you have and
2 how much telecom experience they did and didn't have
3 in ordering, provisioning, and billing. Do you recall
4 that?

5 A Yes, I do.

6 Q From working with your employees, do you
7 think that they're capable of operating the BellSouth
8 OSS systems?

9 A Absolutely.

10 Q And to what do you attribute the problems
11 that they've had with the systems?

12 A To the system. I have every confidence in
13 the competency level of our employees. Many of them
14 have significant experience in telecommunications,
15 which is why they were hired.

16 Our error rate, admittedly through
17 BellSouth, is very low. We pulled statistics off of
18 the Web for the month of December, and our reject rate
19 on our orders is 5%. Now, we've been told by LCSC
20 management that some of the resellers' error rate is
21 as high as 30 or 35%.

22 Our employees are extremely competent.
23 They are capable of running the OSS. They have been
24 trained. We have the manuals. That's not the issue.
25 The issue is, they do not work as communicated.

1 Q You had a lengthy discussion with Ms. White
2 about the ordering function of LENS. Do you recall
3 that?

4 A Yes.

5 Q And I think you gave some examples of what
6 LENS can do, and you mentioned some logs that you have
7 kept. Can you tell us what those logs are?

8 A A log that I have in front of me is for the
9 period --

10 Q Well, one second. Can you just tell us
11 generally, and then I will distribute them. Tell us
12 what you did to put the logs together, what you were
13 trying to accomplish.

14 A We were testing the ordering functions of
15 LENS. And this was in December, between my direct and
16 my rebuttal testimony. We had touched it before. We
17 had tried to use it before. And based on, quite
18 honestly, some of what I heard in the BellSouth folks'
19 testimony, I thought it was appropriate to pull it
20 back out and try once again to use the ordering
21 functions.

22 MS. KAUFMAN: Commissioners Clark and
23 Jacobs, I'm going to distribute those logs now, and I
24 would like an exhibit number, please.

25 MS. WHITE: I'm going to object. I believe

1 that the logs are concerned with service intervals,
2 which is the part of Ms. Welch's testimony and
3 exhibits that have been struck, so I would object to
4 the introduction of them for that reason.

5 COMMISSIONER CLARK: I'm sorry. Say that
6 again.

7 MS. WHITE: The logs, if they're the same
8 ones I'm looking at that were asked for as a
9 late-filed deposition exhibit, which we did not
10 introduce, are concerned with the service intervals,
11 and that's the part of Ms. Welch's testimony and
12 exhibits that were struck.

13 MS. KAUFMAN: I'm sorry. I think that
14 Ms. Welch just testified that she compiled these sort
15 of as a test in regard to what LENS can and cannot do
16 on ordering.

17 There is a column all the way to the right
18 that does have service intervals. We understand that
19 that issue is not before the Commission. And I think
20 when we distribute the logs --

21 COMMISSIONER CLARK: Well, wasn't the issue
22 before the Commission what the penalty should be for
23 service --

24 MS. WHITE: The whole -- it was my
25 understanding from the Prehearing Order that the whole

1 issue of service intervals, including penalty, but the
2 generic issue of service intervals was not an issue
3 for arbitration, so --

4 MS. KAUFMAN: No, the --

5 COMMISSIONER CLARK: I don't remember --

6 MS. WHITE: I may be missing something,
7 and I apologize if I am.

8 COMMISSIONER CLARK: I thought the issue
9 was penalties, and that was why it was taken out. And
10 I believe what she's going to offer is relevant to
11 what you cross examined on, and I'll allow it.

12 We're going to mark it as Exhibit 10, and
13 it will be -- I'm sorry. Do you --

14 WITNESS WELCH: I can walk you through it.

15 MS. KAUFMAN: I don't have enough copies.
16 Maybe we can make some copies.

17 COMMISSIONER CLARK: Absolutely not. I'm
18 kidding you.

19 Give me a title for it, Vicki, and maybe --
20 Staff needs one.

21 MS. KAUFMAN: LENS ordering functions.

22 COMMISSIONER CLARK: Okay. It's a log
23 sheet, though, isn't it? Log sheet on LENS ordering
24 functions?

25 MS. KAUFMAN: Yes, ma'am. Here comes

1 somebody right now.

2 WITNESS WELCH: Now, there's a staple in
3 it. Don't run it through your machine.

4 COMMISSIONER CLARK: How many do you have?

5 MS. KAUFMAN: It's just one page. I had
6 the wrong one.

7 COMMISSIONER CLARK: All right. So you
8 have a copy, and you have a copy.

9 MS. KAUFMAN: I think that's what the
10 confusion is. We are talking about different
11 documents.

12 WITNESS WELCH: There are two logs that
13 you requested, Mary. One was a log of all of the
14 adds, moves and changes processed, and the other is a
15 log of our test of the LENS ordering functions. It's
16 a one page document.

17 MS. KEYER: Well, I guess we did not
18 receive that. This was represented to us as the
19 late-filed when it was delivered yesterday. But we
20 need a copy of whatever it is you're referring to.

21 MS. WHITE: I'll tell you what. We'll just
22 look at it when the copies come.

23 COMMISSIONER CLARK: What we're going to do
24 is take a lunch break now until a quarter to 1:00.
25 Then it's unlikely that we'll take a break from then

1 on until we have to adjourn.

2 I beg your pardon. We will probably take a
3 very short break to give the court reporter a break.
4 But we will adjourn for lunch until a quarter to
5 1:00.

6 (Thereupon, the hearing adjourned at
7 12:15 p.m., to reconvene at 12:45 p.m.)

8 (Transcript continues in sequence in
9 Volume 2.)

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