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ORLANDO TELEPHONE COMPANY, INC.
DIRECT TESTIMONY OF JERRY LOCKE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 990884-TP
October 18, 1999

Q. PLEASE STATE YOUR NAME, YOUR COMPANY'S NAME AND ADDRESS.

A. My name is Jerry Locke, I am employed by Orlando Telephone Company, Inc. The company's address is 4558 S. W. 35th Street, Suite 100, Orlando, Florida 32811.

Q. HOW LONG HAVE YOU BEEN EMPLOYED BY ORLANDO TELEPHONE COMPANY, INC. AND WHAT IS YOUR POSITION WITH THE COMPANY?

A. I was initially employed by Orlando Business Telephone Systems in 1996. In the early part of 1997, I began working for Orlando Telephone Company. My current position is that of Director of Operations.

Q. WHAT EXPERIENCE DO YOU HAVE IN TELECOMMUNICATIONS?

A. I worked for Southern Bell for 27 years. I held various positions with BellSouth, including lineman, installer, installation foreman, control foreman,

1 dispatch and control foreman, assignment manager and QWL trainer facilitator
2 before starting my work with OTC.

3

4 **Q. HAVE YOU BEEN WITH OTC SINCE THE COMPANY BEGAN**
5 **PROVIDING SERVICE?**

6

7 A. Yes.

8

9 **Q. IN ORDER TO PROVIDE SERVICE TO CUSTOMERS, WHAT STEPS**
10 **DID OTC HAVE TO TAKE?**

11

12 A. In order to provide service, it was necessary to enter into an interconnection
13 agreement with the incumbent LEC in each territory in which customers were to
14 be located. In OTC's case this meant negotiating agreements with Sprint-
15 Florida, Inc. (Sprint) and with BellSouth Telecommunications (BellSouth).

16

17 **Q. WERE INTERCONNECTION AGREEMENTS EXECUTED?**

18

19 A. Yes, OTC executed an interconnection agreement with Sprint on April 17, 1997.
20 This agreement was filed with the Commission on July 10, 1997, and approved
21 on October 23, 1997, by Order No. PSC-97-1316-FOF-TP, Docket No. 970848-
22 TP. I am not attaching this agreement as an exhibit, since counsel will request
23 the Commission to take official notice of its own order, of which the agreement
24 itself is a part. An agreement with BellSouth was also executed and approved
25 by the Commission by Order No. PSC-97-1333-FOF-TP. Counsel will likewise

1 request that the Commission take official notice of that order and another order
2 which approved an amendment to the agreement with BellSouth, Order No.
3 PSC-98-1369-FOF-TP, Docket No. 980884-TP. The amendment to the
4 BellSouth agreement is relevant to this dispute, and I will discuss it later in this
5 testimony.

6

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS**
8 **PROCEEDING?**

9

10 A. The purpose of my testimony is to support and explain the Complaint of OTC
11 for enforcement of its interconnection agreement with Sprint-Florida,
12 Incorporated.

13

14 **Q. WHAT IS THE COMPLAINT OF OTC?**

15

16 A. OTC's complaint is that Sprint has failed to perform its obligations under its
17 interconnection agreement with OTC. Under that agreement Sprint was
18 obligated to pay OTC terminating compensation for switched interstate access
19 based upon OTC's tariffed interstate access rate during the period of February,
20 1998, through November, 1998. Sprint might have avoided this obligation by
21 providing OTC data that would have enabled OTC to bill IXCs directly, but
22 Sprint never provided such data during the time in question in this matter.

23

24 **Q. WHAT PORTIONS OF THE AGREEMENT WITH SPRINT CAUSE**
25 **OTC TO BELIEVE THAT SPRINT SHOULD PAY OTC FOR**

1 **INTERSTATE TERMINATING ACCESS?**

2A. First, I believe that the agreement clearly addresses the issue of the type of
3 traffic covered by the agreement. Page 19 of Order PSC-97-1316-FOF-TP
4 (page 13 of the agreement) states that traffic to be exchanged under the
5 agreement includes, "Switched access traffic as specifically defined in
6 Company's state and interstate switched access tariffs, and generally identified
7 as that traffic that originates at one of the Party's end-users and is delivered to
8 an IXC point of presence, or comes from an IXC point of presence and
9 terminates at one of the Party's end-users, whether or not the traffic transits the
10 other Party's network." The traffic for which OTC has claimed that it is due
11 compensation is traffic as defined above. The traffic originated in another state,
12 was directed to the Sprint tandem and was then relayed to the Sprint end office,
13 which saw the number as remote call forwarded to an OTC number, sent the call
14 back to the Sprint tandem, which then passed the call through the reciprocal
15 trunk group to the OTC switch for delivery to an OTC end user. This traffic
16 first began in February, 1998, and during that month 20,338 minutes of
17 interstate/interLATA calls were terminated in such a fashion to OTC end-user
18 customers. In subsequent months the following number of minutes were
19 terminated:

20	March, 1998	49,749
21	April, 1998	80,118
22	May, 1998	82,132
23	June, 1998	192,225
24	July, 1998	505,908
25	August, 1998	532,463

1

2 **A.** The charge was \$.082916 per minute of use. OTC filed its tariff with the FCC
3 on December 4, 1997. Attached are my exhibits, JL-1, letter to FCC, and JL-2,
4 FCC tariff sheet.

5 **Q. COULD OTC BILL INTERSTATE TERMINATING ACCESS**
6 **DIRECTLY TO IXC'S DURING THE MONTHS OF FEBRUARY**
7 **THROUGH NOVEMBER, 1998?**

8

9 **A.** No. During that period of time, the end-user customers of OTC were receiving
10 calls through remote call forwarding. Calls from out of state went first to the
11 Sprint tandem, as I described earlier on page 4 of this direct testimony, and were
12 then routed to the OTC switch. These calls came to OTC without sufficient
13 information attached to allow OTC to identify the calls as local or long distance,
14 and OTC was unable at that time to identify long distance carriers from the
15 information attached to the calls. Consequently, OTC could not bill IXCs
16 directly for terminating access.

17

18 **Q. WHEN DID OTC FIRST RECOGNIZE THAT SPRINT WAS**
19 **RELAYING INTERSTATE CALLS TO OTC FOR WHICH OTC**
20 **COULD NOT BILL?**

21

22 **A.** OTC got its first reports for carrier access billing in January, 1998, relating to
23 converted BellSouth customers. OTC realized there was a problem with
24 identification of terminating calls. OTC then began receiving calls for
25 converted Sprint customers in February, 1998, and OTC asked Sprint

1 immediately how OTC would get its information for terminating calls. Attached
2 is my Exhibit JL-3, an email to Sprint's Joan Seymour, dated February 26, 1998.

3

4 **Q. DID SPRINT RESOLVE THE PROBLEM?**

5

6 A. No. Throughout 1998, Sprint continued to say that Sprint was working on the
7 problem. Sprint did not tell OTC until toward the end of 1998 that Sprint could
8 not resolve the problem until after implementation of LNP (*permanent number*
9 *portability*). Sprint never gave OTC information to bill IXCs until well into
10 1999, after implementation of LNP. Since OTC had never been paid anything
11 by Sprint for terminating access, even though OTC had billed Sprint, OTC
12 finally filed an informal complaint with the Commission. This complaint
13 resolved the intrastate portion of payment requests by OTC, but not the
14 interstate claim. Sprint finally paid OTC for interstate terminating switched
15 access at a rate much less than OTC's FCC tariffed rate. Sprint paid OTC the
16 amount of \$59,814.74 for interstate terminating switched access, computed at
17 the per minute of use rates shown on exhibit JL-4. Sprint has admitted that the
18 payment did not resolve the interstate dispute. Attached are exhibits JL-5, a
19 restrictive endorsement on the check, and JL-6, an email from Sprint's Joan
20 Seymour.

21

22 **Q. WERE THERE ACTUAL NEGOTIATING SESSIONS BETWEEN OTC**
23 **AND SPRINT THAT PRECEDED THE EXECUTION OF THE**
24 **INTERCONNECTION AGREEMENT BETWEEN THE PARTIES?**

25

1 A. There were none.

2

3 **Q. WHAT CONSTITUTED NEGOTIATIONS?**

4 A. Sprint presented OTC with an interconnection agreement used by Sprint at that
5 time. OTC did not insist on any changes. Sprint did not ask to see OTC's FCC
6 tariff or question what rate OTC used or would use for terminating access.

7 Also, there were no discussions about how Sprint would handle porting calls to
8 OTC customers that were formerly Sprint customers. The topic of remote call
9 forwarding (RCF) did not come up for discussion before executing the
10 agreement.

11

12 **Q. DURING THE PERIOD IN QUESTION HERE, DID OTC ALSO HAVE**
13 **END-USER CUSTOMERS IN THE CERTIFICATED TERRITORY OF**
14 **BELLSOUTH?**

15 A. Yes.

16

17 **Q. DID OTC ALSO HAVE AN INTERCONNECTION AGREEMENT**
18 **WITH BELLSOUTH?**

19

20 A. Yes. OTC executed an interconnection agreement with BellSouth on June 25,
21 1997. The agreement was filed with the Commission on July 16, 1997 and
22 approved on October 27, 1997 by Order No. PSC-97-1333-FOF-TP, Docket No.
23 970889-TP. I am not attaching this agreement as an exhibit, since counsel will
24 request the Commission to take official notice of its own order, which includes
25 the agreement.

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Q. WAS THE AGREEMENT WITH BELLSOUTH SIMILAR TO THE AGREEMENT IN QUESTION HERE WITH REGARD TO INTERSTATE TERMINATING ACCESS?

A. The agreement with BellSouth addressed interstate terminating access, but, whereas the Sprint agreement made it clear that payment for interstate terminating access would be at the terminating carrier's tariffed rate, the BellSouth agreement was less clear, as shown in Section 4.9 of Attachment 5 to the BellSouth agreement. When OTC brought the problem to the attention of BellSouth, the parties amended their agreement to provide that BellSouth would pay OTC for switched access traffic ported to OTC, where BellSouth was the tandem provider, at OTC's interstate tariffed rate, and that BellSouth would make payments to OTC for all traffic retroactive to the first call terminated. This amendment was approved by the Commission by Order No. PSC-98-1369-FOF-TP, Docket No. 980884-TP. As in the case of other orders, counsel will request that the Commission take official notice of its own order.

Q. HOW MUCH MONEY DID BELLSOUTH PAY OTC AS A RESULT OF THE AMENDMENT?

A. BellSouth paid OTC a significant amount of money after the amendment was approved by the Commission.

Q. DO YOU BELIEVE THAT SPRINT, PURSUANT TO ITS

1 **INTERCONNECTION AGREEMENT WITH OTC, SHOULD ALSO**
2 **PAY OTC FOR INTERSTATE TERMINATING SWITCHED ACCESS?**

3

4 A. Yes, Sprint should pay OTC in accordance with OTC's FCC tariff rate, plus
5 interest since February, 1998.

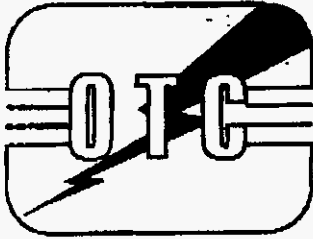
6

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8

9 A. Yes.

10



Orlando Telephone Company, Inc.

Orlando Office • 4558 S.W. 35th Street • Suite 100 • Orlando, Florida 32811 • (407) 996-8900 • Fax (407) 996-8901

December 4, 1997

Mr. William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W.
Washington, D.C. 20554

Attention: Common Carrier Bureau

Dear Mr. Caton:

The accompanying tariff material, issued by Orlando Telephone Company (OTC) is sent to you for filing in compliance with the Communications Act of 1934, as amended. The material contained in this filing consists of tariff pages as indicated by the check sheets listed below:

Tariff FCC No. 1	Original pages 1-27
Tariff FCC No. 2	Original pages 1-22

FCC Tariff No. 1 introduces OTC's Domestic interstate message telecommunications services.

FCC Tariff No. 2 introduces OTC's International message Telecommunications services.

In accordance with Commission guidelines for domestic no-dominant carriers, Tariff FCC No. 1 filed on a 3 1/2" disk in Word Perfect 5.1 format.

In accordance with Section 61.20(b) of the Commission's Rules, this original letter, FCC Remittance Advice Form and the appropriate fee were sent via overnight delivery on this date to the FCC in care of the Mellon Bank, Pittsburgh, Pennsylvania. Please acknowledge receipt of enclosed duplicate of this cover letter in the self-addressed stamped envelope provided for this purpose.

In accordance with Section 61.20(c) of the Commission's Rules, copies of this letter and underlying tariff pages on diskette were also sent this date via regular mail to the Chief Tariff review branch and the FCC Contractor

Please address any inquires of further correspondence regarding this filing to my attention at Orlando Telephone Company, Inc., 4558 S.W. 35th Street, Suite 100, Orlando, FL 32811, Telephone (407) 996-8900 x126 or Facsimile: (407) 996-8901

Yours truly,

Steve Argalas
Director of Marketing

Enclosures: Tariff on 3.5" diskette (Tariff FCC No. 1 and Tariff FCC No. 2)

Cc: Chief, Tariff Review Branch (diskette)
FCC Contractor, ITS (diskette)

jerry locke

From: jerry locke <jerry@belltelcu.org>
To: JOAN E. SEYMOUR <jseymour@banyan.utelfla.com>
Subject: CABS
Date: Thursday, February 26, 1998 4:03 PM

JOAN:

I CALLED 2 OR MORE WEEKS AGO ABOUT HOW WILL WE OBTAIN CABS TOLL TERMINATING
INFORMATION FROM SPRINT.
YOU MAY HAVE TOLD STEVE OR HERB AND IF SO DISREGARD THIS MESSAGE, BUT
PLEASE TELL ME THE ANSWER.
YOU CAN EMAIL ME BACK OR CALL ME AT 407-996-8900.
I HOPE TO HEAR FROM YOU SOON.

THANKS

JERRY LOCKE

**ORLANDO TELEPHONE COMPANY INC
BILLING FOR SPRINT TRAFFIC ON RCF'D LINES**

Bill Date: 1/1/99 Received: 1/20/99

Month	Total MOU	Inter/Inter MOU	Inter Rate Charges	
February	25,518	20,338	0.019164	389.76
March	65,892	49,749	0.019164	953.39
April	102,979	80,118	0.019241	1,541.55
May	106,389	82,132	0.019241	1,580.30
June	248,996	192,225	0.019241	3,698.60
July	531,975	505,908	0.016752	8,474.97
August	556,795	532,463	0.016629	8,854.33
Septembe	1,425,807	1,365,781	0.016629	22,711.57
October	667,244	644,424	0.016629	10,716.13
November	55,530	53,770	0.016629	894.14
Total	3,787,125	3,526,908		69,814.74



Sprint United Management Company
Paying Agent on Behalf of Itself and Sprint Corporation's Affiliates
P. O. Box 7977
Overland Park, Kansas 66211
1-888-283-4638

0000991348

02/15/1999

56-382/412

PAY *****75,460 DOLLARS AND 25 CENTS *****75,460.25

PAY TO THE
ORDER
OF

ORLANDO TELEPHONE COMPANY
ATTN: HERBERT BORNACK CED
4658 SW 35TH ST STE 300
ORLANDO FL 32811

VOID IF NOT CASHED WITHIN 180 DAYS

Authorized Signature

M. Jeannine Standford



Normal Draft Only, N/A
Via Wire, Only 4301

⑈0000991348⑈ ⑆041203824⑆ 9600016249⑈

05/04/99 12:02 FAX 4079988801

ORLANDO TELCO

03

Deposited 3-16-99

Exhibit JL-5

This payment does not resolve
interstate amounts⁴⁸ paid by Sprint.

From: Joan Seymour <jseymour@utf01.utelfla.com>
To: jerry@belltelcfcu.org <jerry@belltelcfcu.org>; stevea@orlandotelco.com
<stevea@orlandotelco.com>
Date: Tuesday, February 16, 1999 5:09 PM
Subject: Compensation Check

Jerry and Steve, the initial compensation check for calls terminating to OTC in an INP environment was sent out in overnight mail today. The check is in the amount of \$75,460.25 and represents Sprint's compensation for both Intrastate and Interstate billing. A letter of confirmation was sent to Herb's attention to allow for a compromise settlement at the Intrastate level. We realize that Interstate billing is still in dispute.

Please give me a call with any questions you may have.