

1 answer is irregardless of what I said earlier we
2 raised the rates. Let me see -- okay -- let me hear
3 from Mr. Seiver, Mr. Cook, who's going to handle this?

4 MR. SEIVER: Well I was going to deal with
5 it, Your Honor. I wasn't sure what the precise
6 objection was, but maybe this is a situation where on
7 Page 137 he had an understanding of what the formula
8 was and that there was a challenge by Florida Power
9 that was in the Supreme Court and the point that we
10 got to was that we -- we really wanted as the answer
11 is going from 138 on to 139 is that we raised the
12 rates in 2000 to reflect our current thinking, which
13 had been processed for a period of time and it was
14 prompted primarily after the Telecom Act of '96. That
15 was -- we were really trying to get that point out.
16 I mean -- I wasn't -- you know as far as what he
17 remembers about the case that's the testimony, but --

18 MR. CAMPBELL: The bigger question is why
19 is that relevant?

20 ADMIN. JUDGE SIPPEL: Well -- well which
21 part? You mean that the thinking -- let me -- let me
22 -- let me -- I'm sorry. What he says on Lines 22 and

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1 23 of 138 and 1, 2, and 3 of 139 leads me to think
2 that he knows what he's talking about there. Anything
3 before that is -- you know -- he's in an area where he
4 doesn't belong for number one, and number two he keeps
5 -- every time he answers a question he gets fuzzier
6 and fuzzier. So anything up above Line 22 on Page
7 138, I don't have any problem with striking, but
8 what's wrong with -- you want a proffer of relevance
9 with respect to what he is -- you know -- what he is
10 actually testifying to?

11 MR. CAMPBELL: Right. As I understood the
12 nature of this proceeding we were determining whether
13 or not Gulf Power's pole network is crowded and what
14 that means. And I'm struggling with why this
15 testimony is relevant to that issue.

16 ADMIN. JUDGE SIPPEL: Right well maybe -
17 well hold on just a second on that. Go ahead, Mr.
18 Seiver.

19 MR. SEIVER: Your Honor, the way we had
20 explained this before is Gulf Power had gone through
21 a process of raising everyone's rates, claiming a just
22 compensation rate and our point was that those rates

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1 had nothing to do with either the capacity or lost
2 opportunity, which were the issues here. And we're
3 trying to show that Gulf Power has been trying to put
4 the current testimony about rates and just
5 compensation into the category of just compensation
6 that preceded the Alabama Power case.

7 They had raised the rates and there had been
8 nothing about capacity, nothing about lost opportunity
9 when they raised the rates to, I believe it was
10 \$38.06. So the point being that now that we're
11 talking about the rates that they were assessing
12 earlier had nothing to do with the particular standard
13 that was established in APCo, which we were supposed
14 to do here, and that's all I was trying to do was to
15 put those two together that Gulf Power was trying to
16 get these higher rates without regard to it's capacity
17 or lost opportunity.

18 MR. CAMPBELL: I'm not sure I understand
19 the relevance of that, because the Alabama Power case
20 dealt with when are you entitled to just compensation.
21 The fact that our just compensation number is the same
22 today, or the formula is the same today as it was back

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1 in 2000 doesn't help us with that analysis. So I --
2 I guess I just disagree with the point, disagree with
3 the relevancy of that.

4 ADMIN. JUDGE SIPPEL: Well I kind of see
5 where Mr. Seiver's going. Let me ask Mr. Shook or Ms.
6 Lien, is there any -- does the Bureau have any
7 position on this?

8 MR. SHOOK: We don't have a position.

9 MS. LIEN: No, thank you.

10 MR. SEIVER: Your Honor, and I should have
11 had you direct your attention to that follow up
12 question on Line 4 on Page 139, that the just
13 compensation rate was not tied to a particular pole or
14 condition of a pole.

15 MR. CAMPBELL: And it's a separate topic
16 and I'll deal with those questions separately, but I
17 don't see those two as being related and that's why I
18 stopped my objection at Line 3.

19 ADMIN. JUDGE SIPPEL: Well, yes, but you
20 know, here is -- this is -- this is an employee of
21 Gulf Power and his deposition's being taken, he's
22 being asked the -- the bottom line question he's being

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1 asked, you know, last year you were charging 6.50, and
2 now you're charging 36, you know, why did you do that?
3 And this kind of ties into that, not -- not
4 necessarily that he's answering that specific
5 question, but I'm saying that the information in this
6 answer is -- is kind of floats around in that region
7 of we're talking about going from, you know, price A
8 to price B. And --

9 MR. CAMPBELL: But that's -- oh, I'm sorry,
10 Your Honor.

11 ADMIN. JUDGE SIPPEL: And the justification
12 for it is what the -- you know -- what the 11th
13 Circuit said in, you know, all of the -- the analysis
14 of just compensation and all, it seems to me that all
15 the circumstances surrounding that -- that rate
16 increase is -- is relevant in the broad sense to be
17 considered.

18 MR. CAMPBELL: If that's true the reasons
19 for the rate change are reflected in the prefiled
20 written direct testimony and came out on cross
21 examination here at the trial and this is cumulative.
22 If that's the relevance of it, then it's cumulative

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1 and doesn't come in.

2 ADMIN. JUDGE SIPPEL: But -- but this is
3 coming from somebody -- okay, but this is coming --
4 well I see -- well -- I -- what -- what that's telling
5 me then is this -- this -- this certainly goes to the
6 -- to the weight, I mean, I'm not going to scribe now
7 a particular weight to Mr. Bowen's testimony in this
8 area. I'm not so sure that he's -- this is -- this
9 question might be outside of his bailiwick, I don't
10 know. Does Mr. -- what my notes show Mr. Bowen as
11 being a -- what is he? He's an engineer type, right?
12 Project service specialist. He was involved with
13 change-outs and --

14 MR. SEIVER: He was also their 30 (b) (6)
15 person, as well, Your Honor. So he was testifying as
16 a representative of Gulf Power to the extent he has
17 the knowledge and makes the statement. I think it's -
18 - it's all --

19 ADMIN. JUDGE SIPPEL: Well I -- I -- you
20 know -- I think that there's a serious question of
21 weight there, but the relevance is broad enough, I
22 mean, the relevance I'll -- I'll permit it to stay in.

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1 Anything up and above that -- now if you want to
2 designate the areas, I mean starting with this -- I
3 think up -- I would say Lines 1 through 21 can be
4 stricken, because he doesn't --

5 MR. SEIVER: On Page 138, Your Honor?

6 ADMIN. JUDGE SIPPEL: On Page 138. I
7 certainly wouldn't consider, in light of the answers
8 he gave I wouldn't consider that for -- for -- for
9 much, for anything.

10 MR. SEIVER: Could we keep the question
11 starting at 16 though, so that the Line 22 answer is
12 tied to at least a question on Page 138, Your Honor.

13 ADMIN. JUDGE SIPPEL: I want to hear from
14 Mr. Campbell about that.

15 MR. CAMPBELL: As I understood Mr. Seiver's
16 proffer the real question he's after is on Page 139
17 and starts at Line 4 and runs through Line 21. So my
18 suggestion would be to strike all of 138, Lines 1-3 of
19 139 and leave the remainder of Page 139 down through
20 Line 21.

21 ADMIN. JUDGE SIPPEL: Well I -- again I --
22 I'm -- I'm -- I'm taking a modification of what you're

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1 saying here Mr. Campbell, because the question I
2 thought that what you said, going back again 138 Line
3 16, I thought that what you said was at, again, it's
4 this question -- this back and forth of I thought this
5 is what you meant. I thought this was what you might
6 mean, and really we don't get down to you know a hard
7 gut answer until you get to Line 22, when he says
8 regardless of what I said before here's where I'm
9 coming out on this. So, I mean, in terms of relevancy
10 and also in terms of confusion, I would say let's --
11 I am going to strike Lines 1 through 21 on Page 138.

12 MR. CAMPBELL: If that's the case, Your
13 Honor, we would request that you just strike 1 through
14 15, because I agree you need a question with the
15 answer.

16 ADMIN. JUDGE SIPPEL: All right. Then
17 that's fine I'll do 1 through 15.

18 MR. CAMPBELL: So 1 through 15.

19 ADMIN. JUDGE SIPPEL: One through 15 comes
20 out. Okay. All right. Let me put that on the --
21 make a note on my copy here. Stricken 6, today's the
22 15th, right? All right. Now, again, getting into the

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1 mechanics of this when you -- when you put this copy
2 together that's going to be marked and received at the
3 -- this -- this formal receipt of all of this, you can
4 leave it in this form with the line through it,
5 stricken, and some notation that it was stricken
6 today. So that --

7 MR. SEIVER: Yes, Your Honor, I was going
8 to show Mr. Campbell, this is what I would propose to
9 do -- is do a line through a complete page, otherwise
10 come down to the line and draw across so that's all
11 you'd see, and that would be down, and we'd do that
12 page and that.

13 ADMIN. JUDGE SIPPEL: Well, yes, show Mr.
14 Campbell, because I mean I -- you -- you --

15 MR. CAMPBELL: I understand what he's
16 saying, I can see it. That's fine.

17 ADMIN. JUDGE SIPPEL: And then put a
18 notation in the margin that this was stricken and
19 today's date. And that can be handwritten. It can be
20 just handwritten neatly in the margin. All right.
21 Next --

22 MR. CAMPBELL: The next testimony that we

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1 would move to strike appears on Pages 150 and 154 of
2 Tab 84, this is still Mr. Bowen. What this subject
3 matter appears to be covering concerns the nature of
4 the legal interest that a cable company has when it
5 entered into an attachment agreement with Gulf Power.
6 I think that is asking this lay witness to testify
7 about legal conclusions, legal rights, and the nature
8 of the bundle of rights to the extent that the
9 attachment agreement is already an Exhibit, or the
10 former attachment agreements are already exhibits in
11 the case. Those agreements speak for themselves and
12 the legal rights have to be flushed out by the
13 lawyers, not by the lay witness. We move to strike on
14 those grounds.

15 MR. COOK: Your Honor, if I may address
16 this one, I think this is directly relevant, because
17 this case is -- stems from Gulf Power's fundamental
18 claim that there's a taking of property. And what we
19 have here is an admission by a party opponent and
20 indeed one who said early -- at the beginning of his
21 deposition, I speak for Gulf Power, that there's no
22 ownership right conferred by Gulf Power on an

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1 attacher, that it is limited to a license. That is
2 relevant in several ways, of course it undermines the
3 fundamental claim of a taking and we want it in the
4 record, so that if it does go all the way back to the
5 appellate courts that that's clearly established, but
6 also it -- it feeds into some of the testimony, for
7 example, by Complainant's expert Patricia Kravtin and
8 others about how Gulf Power retained significant
9 control over it's pole, because all it is granting is
10 a license and --

11 ADMIN. JUDGE SIPPEL: That's -- that's a
12 little too -- too nuanced.

13 MR. COOK: Oh, okay. I'm sorry.

14 ADMIN. JUDGE SIPPEL: But listen to me.
15 Listen to me.

16 MR. COOK: Sure.

17 ADMIN. JUDGE SIPPEL: The thrust of the
18 objection is that -- that Mr. Bowen is, again, he's --
19 he doesn't have any expertise in this area and he
20 doesn't have -- he's not an attorney, he's not
21 qualified to give what is a mixed legal opinion as Mr.
22 Campbell is arguing the point. Now what is your

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1 response to that.

2 MR. COOK: He -- he's the negotiator or the
3 supervisor of the negotiator. He is responsible for
4 seeing those terms that go into the full attachment
5 agreement. He certainly appropriately asked to -- for
6 his characterization and understanding of the terms in
7 the pole attachment agreement.

8 ADMIN. JUDGE SIPPEL: All right, now Mr.
9 Campbell.

10 MR. CAMPBELL: Whether he's a negotiator or
11 not he does not declare the legal impact of what
12 happens between two parties and let me say this about
13 -- it's not our claim that this is a taking. This has
14 been found to be a taking by the Eleventh Circuit
15 twice and by the Commission on repeated occasions.
16 They've made this argument before and they have lost
17 this argument before and so for that reason it's
18 irrelevant. This is a taking. We're here to determine
19 whether or not our pole network is crowded and, if so,
20 what compensation we are due. We're not reopening the
21 taking issue here. That ship has sailed and they have
22 lost.

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1 MR. COOK: Your Honor.

2 MR. CAMPBELL: So it's wholly irrelevant.

3 MR. COOK: I would respond to Mr.
4 Campbell's -- and I should just double check, Your
5 Honor, I want to show that with proper respect. May
6 I sit down somewhere?

7 ADMIN. JUDGE SIPPEL: Yes, you may.

8 MR. COOK: Okay.

9 ADMIN. JUDGE SIPPEL: Thank you for asking.

10 MR. COOK: The -- this is not a jury trial,
11 Your Honor has noted many times. You -- you are more
12 than -- than able to distinguish between factual and
13 legal issues and there are many witnesses in this
14 case.

15 ADMIN. JUDGE SIPPEL: Mr. Cook answer his
16 ques -- I'm interested in what you have to say about
17 what Mr. Campbell said. He said that this is -- that
18 this ship has sailed, just compensation's already been
19 determined by the Eleventh Circuit.

20 MR. CAMPBELL: The -- the taking component.

21 ADMIN. JUDGE SIPPEL: The taking component.

22 Is he right, wrong, or --

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1 MR. COOK: There was -- in 1998 there was
2 a federal district court decision that found that
3 there was a taking of property, but that has not
4 ultimately reached the Supreme Court. Now when Mr.
5 Campbell and Gulf -- his colleagues at Alabama Power
6 sought certiorari of Alabama Power and lost that issue
7 would be in play. And if this goes all the way back
8 up to the top it will be once again on that particular
9 issue. I just wanted to very briefly make the more
10 general point that merely because a witness gives an
11 answer of fact based on his experience or
12 understanding that has a legal implication or side
13 that does not mean that it is objectionable for that
14 reason alone, because in -- in this context you are
15 clearly able to distinguish between the witness'
16 understanding of fact and drawing a legal conclusion
17 from it.

18 MR. CAMPBELL: I -- I'm very confused now,
19 Your Honor, because I understood we were here in this
20 proceeding, because the Eleventh Circuit decided there
21 was a physical taking of a property and it set up some
22 language concerning how we would get just compensation

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1 and our feet have been held to the fire by the
2 Complainants in this case based on that. They call it
3 a standard, they call it a test, they call it the
4 Alabama Power test. Now I'm hearing from Mr. Cook
5 that that's not the law of the land and it's not
6 really a takings case.

7 MR. COOK: Oh it's the law --

8 MR. CAMPBELL: That doesn't make any sense.

9 MR. COOK: It's the law of the land, but
10 your -- your fundamental assumption if it ever reaches
11 the Supreme Court that has led to these years of
12 litigation may -- may once again be placed an issue at
13 some point, but we are dealing with Alabama Power as
14 the law of the land, absolutely.

15 MR. CAMPBELL: And that case says it's a
16 taking. So this testimony is irrelevant.

17 ADMIN. JUDGE SIPPEL: I -- I'm going to --
18 I'm going to permit it to stay in as a mixed question
19 of law and fact, in terms of what was -- what this
20 Gulf Power agent was taking into consideration. I
21 certainly am not going to rely on Mr. Bowen for a
22 conclusion of law in this case. So I'm going to

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1 overrule the objection, but not necessarily for any of
2 the reasons that Mr. Cook gave. Go ahead. Next one.

3 MR. CAMPBELL: That is it with respect to
4 Mr. Bowen, Your Honor.

5 ADMIN. JUDGE SIPPEL: Okay. The next one
6 is Rex Brooks, who was Mr. Bowen's predecessor I
7 believe. This is Tab 85.

8 MR. SEIVER: Your Honor, it starts on Page
9 77 in the excerpts, not to be confusing, but --

10 ADMIN. JUDGE SIPPEL: Thank you. Please do
11 that for me, no.

12 MR. SEIVER: I couldn't do it without those
13 numbers.

14 ADMIN. JUDGE SIPPEL: All right then.

15 MR. SEIVER: It'd get very frustrating.

16 ADMIN. JUDGE SIPPEL: Okay. Okay and what
17 does Gulf Power object to with respect to its Mr.
18 Brooks.

19 MR. CAMPBELL: All right. Let me first turn
20 to Page 34, this is --

21 ADMIN. JUDGE SIPPEL: By the way too, I
22 want to be sure that, I mean, the record is clear, my

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1 thinking is clear on this too, but these are all
2 employees of Gulf Power.

3 MR. CAMPBELL: This is a former employee of
4 Gulf Power. He was not an employee of Gulf Power at
5 the time his deposition was taken.

6 ADMIN. JUDGE SIPPEL: True. That's true.
7 Okay.

8 MR. CAMPBELL: And this really goes to --
9 this is an overall objection that will recur
10 throughout some of the remaining exhibits, but that is
11 -- and this goes to streamlining the record. A lot of
12 the testimony that I've seen designated, Page 34, is
13 an example is testimony that has come in repeatedly
14 already, on the stand, through cross examination,
15 through pre-filled written direct, multiple occasions.
16 This particular subject covered on Page 34 is in
17 through Mr. Dunn, it's in through Mr. Bowen, it's in
18 through Mr. Spain, it's in through Ms. Davis. And so
19 why do we need another deposition designation page for
20 the same subject? So it is cumulative. The
21 Commission's rules issue cumulative evidence, 403
22 issues cumulative evidence. It shouldn't come in.

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1 MR. SEIVER: I'll -- I'll deal with this
2 Your Honor. This is one of the issues in the way the
3 formula was used to calculate Gulf Power's quote
4 unquote just compensation rate and this isn't to
5 establish something that they've already established,
6 but it was to challenge their conclusion about how
7 they allocated the unusable space. And our point was
8 that the cable operator has a foot, this is in Line 5,
9 the ILEC has three feet, and Gulf Power has seven and
10 a half feet. And he says, yes, the only sharing the
11 equal allocation was of unallocated space and the
12 point was I -- Line 12 you didn't prorate it based on
13 the amount of the usable space, no. Now that's coming
14 from a representative of Gulf Power and that was the
15 point that we've made is that the usable space to the
16 unusable space is not being allocated.

17 ADMIN. JUDGE SIPPEL: I'm going -- I'm
18 going to overrule the objection. I mean Mr. Campbell
19 you do have a point, but this is -- this is -- this is
20 relevant information. It's coming from a -- a field
21 hand, if you want to put it that way, and I think that
22 the record should reflect as evidence that shows how

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1 the field hands or the field workers were actually
2 working with this -- this concept, but I'm not
3 necessarily suggesting that that's going to carry the
4 day, but I think the record should reflect this. So
5 I'm going to overrule the objection. Next one.

6 MR. CAMPBELL: I'll direct your attention,
7 Your Honor, to Page 42 and this rolls over through
8 several pages and this is another recurring problem
9 and I call this a foundational problem. And this is
10 a topic that, again, will come up with other
11 witnesses. This is a subject that they like. They
12 did it at the trial and they're attempting to do it
13 with this deposition designation and that is to take
14 testimony from witnesses in response to questions they
15 tender asking them if there is a value to cable
16 companies in attaching to our poles. And then take
17 those answers where the witness has recognized that
18 there is some value there and infer that the
19 replacement cost methodology to just compensation
20 price is designed to reflect that value.

21 Well they can't make that link, so instead
22 they're trying to pile on testimony where they ask

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1 them questions about value to the attacher, value to
2 the attacher, is there value to the attacher? Well of
3 course there is or they wouldn't be there. But that
4 doesn't mean that the just compensation formula was
5 designed to reflect that value. And so here this
6 testimony lacks the proper foundation and for the
7 reasons that I've just described is extremely
8 sensitive under Rule 403, because it will lead to
9 confusion in the record. And not just for Your Honor,
10 we're looking at up above, keeping that in mind as
11 well, and so from Pages 42 to 49 that testimony needs
12 to be stricken for those reasons.

13 MR. COOK: Your -- Your Honor let me handle
14 this one. Your Honor, this -- the statement -- the
15 argument that you just heard is an argument about the
16 merits of the case, first of all, it's not an argument
17 to strike. The fundamental legal issue in this case
18 is -- is -- one of them, is the question of whether
19 they can establish loss to the owner. Their theory is
20 a taking, they've got to establish the laws. The law
21 is crystal clear that they cannot collect any money in
22 this case if their theory is, as we contended, is and

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1 they've explicitly admitted several times, based on
2 cost savings, benefit, or value. In other words
3 benefit to us as the taker.

4 In this case on Page 43 you have a
5 question, so the value should be born by the cable
6 operator even if there's no additional cost, and he
7 answers, even if there is no additional cost. That is
8 directly relevant to and sends home the central
9 message of our case that their whole claim is premised
10 on trying to share their expenses of operation,
11 sharing overhead, which is explicitly disallowed by
12 the legal decision, rather than saying we, Gulf Power,
13 are incurring a cost imposed by Complainants in this
14 case for which we are entitled to compensation.

15 Your Honor remembers the phrases in
16 Alabama Power. They have to establish a foreclosed
17 opportunity that they are out some money. If instead
18 their theory is, as Ms. Davis says, Mr. Brooks says,
19 Mr. Spain says, is based on a replacement cost of
20 value that approximates what it would cost our clients
21 to go out and build a duplicative system, second set
22 of poles, which their witnesses admit is not feasible,

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1 then it is not legal. And so these are all directly
2 relevant.

3 And these -- I'll just in the end of Mr.
4 Campbell's objection he -- he went from Page 43
5 through Page 49, well these -- these are critical
6 sections for our case. For example, on Page 45 Line
7 18 through 46 Line 4, Mr. Brooks says, well we deny
8 attachment only in limited cases, because engineering,
9 well that goes to their claim that they have -- that
10 they will deny for lack of capacity. They don't deny
11 for lack of capacity in general, only in limited cases
12 for engineering, and -- and later on Page 46 you get
13 examples of that. One Page 47 Line 20 through 48 Line
14 19 covers how Gulf will do what is necessary to
15 accommodate attachers. And how in its replacement
16 cost formulation even when an attacher pays to
17 physically replace a specific pole they give no credit
18 in their damages or replacement cost calculation for
19 that. And they also give no approximation for the
20 fact that when an attacher pays for a change out Gulf
21 gets additional space which it can rent to others.

22 And so all of these questions here from --

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1 he's included 43 through 49, are directly relevant to
2 the legal issues. And more generally, if he's going
3 to argue, you know, well you're putting words in my
4 client's mouth and getting them to agree with you, I
5 mean, in a certain sense the job of a lawyer is to see
6 will the clients agree.

7 ADMIN. JUDGE SIPPEL: Wait, wait, wait,
8 you're going way --

9 MR. COOK: And that's -- that's for him to
10 argue at his briefing.

11 ADMIN. JUDGE SIPPEL: Mr. Cook, whoa, whoa.
12 Mr. Campbell.

13 MR. CAMPBELL: What we fear is exactly what
14 you saw right there, to take words value, cost, and
15 just compensations and mix and match them. And that's
16 the problem. You have to have a foundation. If
17 you're going to say that this witness Rex Brooks is
18 testifying that because he recognizes that there is a
19 value to the cable company's attachment to the poles
20 that means the replacement cost methodology is based
21 on value, that is an improper foundation. They don't
22 have sufficient facts in this testimony and it has to

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1 be viewed with this witness, this testimony to link
2 those two conclusions.

3 They can't do it. He was not the
4 architect of the formula. He didn't sponsor the
5 formula. This is a guy who preceeded Ben Bowen, and
6 he dealt with the engineering principles. But what
7 they want to do is they want to say because Mr. Brooks
8 recognizes there's value there then Ms. Davis once you
9 put together the formula, Mr. Dunn when you put
10 together the formula, they were trying to capture that
11 value. That's the problem with this testimony and --
12 and I've got to be clear on this, you know, in just
13 compensation jurisprudence, when the government takes
14 a plot of land the government took it, because the
15 government saw some value there.

16 It saw a purpose for doing it. And the
17 law says you've got to pay just compensation to the
18 owner, but just compensation to the owner shouldn't be
19 measured by the value to the government. There's
20 value there, we all know it's there, but you still go
21 out and you look at what a willing buyer would pay a
22 willing seller, which itself is a test that

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1 encompasses some value to the willing buyer. So we
2 really have to be careful here, because this is
3 exactly what's going to happen. They're going to take
4 this testimony, which is based on an improper
5 foundation and they're going to use it to confuse the
6 issues in this case.

7 MR. COOK: Your Honor one final quick note.
8 The witness does know, if you look back two pages,
9 exactly what Mr. Seiver was talking about when he took
10 this --

11 ADMIN. JUDGE SIPPEL: Give me -- give me --
12 give me a page cite when you say this.

13 MR. COOK: Forty-one, Line 21 there's a
14 seven line question where he says, so if the cable
15 operator requests permission to attach no make-ready
16 needs to be done, for example, there's sufficient
17 space without make-ready, they attach to that pole,
18 they pay a rental. That's extra money that goes into
19 the bank for Gulf Power without any corresponding
20 additional cost. Then you have an objection and it
21 goes on, but the bottom line is I think there's a
22 value and that's the whole point.

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