

follows. Pursuant to 47 U.S.C. § 252, a petition for arbitration is to be filed within 135 days after the ALEC requests the beginning of negotiations. In this instance, in late March 2000, BellSouth sent Supra Telecom a letter advising that the prior Interconnection Agreement would be expiring in June 2000. At that point Kay Ramos of Supra Telecom advised Pat Finlen of BellSouth that Supra Telecom was amenable to operating under the current Interconnection Agreement until conclusion of the AT&T Arbitration, at which point Supra Telecom would adopt the new AT&T agreement. Pat Finlen agreed with this position and promised to sent Mr. Ramos a confirming letter agreement. However, in early June 2000 BellSouth retracted this promised and advised that a new agreement would have to be renegotiated to which Supra Telecom responded by requesting that BellSouth make proposed changes to the current agreement between the parties. This request from Supra Telecom was dated June 9, 2000. BellSouth refused to negotiated from the current agreement, forcing Supra Telecom to become acquainted with a wholly new agreement without sufficient time or opportunity to identify all the issues between the parties. Nevertheless, based upon the above, the window for filing a petition for arbitration does not begin until October 23, 2000, the 135th day after Supra Telecom made a request for negotiation upon BellSouth. Thus pursuant to 47 U.S.C. § 252, this petition for arbitration is premature and filed prematurely in order to preclude a true listing of all of the issues between the parties.

12. Attached hereto are a list of additional issues believed to be existing between the parties in regards to disputes between the parties over the interconnection agreement proposed by BellSouth.

**Issue 16:** Should the Interconnection Agreement be a complete agreement or should BellSouth be allowed to keep issues open in order to preclude providing service until the negotiation of subsequent?

**SUPRA:** The interconnection agreement should be a complete agreement. If a rate is not provided in the Interconnection Agreement for a service, item or element, then BellSouth must provide that service, item or element without additional compensation. This includes components of any service, item or element. If the Interconnection Agreement does not directly address a service, item or element, but that service, item or element is necessary to provide a service, item or element directly addressed by the Interconnection Agreement, then BellSouth must provide that service, item or element without additional compensation. Finally, if the Interconnect Agreement does not address a new service, item or element and new contract terms are necessary, then BellSouth must still provide that service, item or element without requiring an addendum and if the parties cannot negotiate a new addendum, must petition the Commission to resolve the terms of the new addendum. However, absent a Commission order, BellSouth should not be able to refuse to provide the service, item or element while the parties are resolving the new addendum. The new addendum should be subject to true-up after the addendum has been finally resolved.

**BELLSOUTH:** The Interconnection Agreement need not be complete and if an issues arise regarding a rate, condition or term for a service, item or element, BellSouth can refuse to provide that service, item or element until a new agreement has been negotiated and arbitrated which covers that service, item or element.

**Issue 17:** Should Supra Telecom be allowed to engage in comparative advertising using BellSouth's name and marks?

**SUPRA:** Under trademark law, Supra Telecom can use BellSouth's name and marks (i.e. trademarks, tradenames, service marks and service names) in comparative advertising which is truthful. Supra Telecom seeks to inform consumers of differences between the two companies and thus wants the ability to refer to BellSouth's name and all marks as allowed by trademark law.

**BELLSOUTH:** Supra Telecom may refer to BellSouth in comparative advertising which is truthful. BellSouth has not expressed an opinion regarding the use of BellSouth marks (i.e. trademarks, tradenames, service marks and service names).

**Issue 18:** What should be the rates for each service, item or element set forth in the proposed Interconnection Agreement?

**SUPRA:** The rates set forth in the Interconnection Agreement should be those rates

already established by the FCC and this Commission in current and/or prior proceedings. To the extent neither the FCC or this Commission has established such rates, the rates should be those set forth in the current Interconnection Agreement between the parties.

BELLSOUTH: The rates should be those set forth in the agreement proposed by BellSouth.

**Issue 19: Should calls to Internet service providers be treated as local traffic for the purposes of reciprocal compensation?**

SUPRA: ISP calls should be treated as local traffic for purposes of reciprocal compensation. AT&T still incurs the cost of the ISP Traffic over its network. Additionally, such calls are treated as local under BellSouth's tariffs and the FCC has treated ISP Traffic as intrastate for jurisdictional separation purposes.

BELLSOUTH: No, calls to ISPs should not be considered to be local in nature.

**Issue 20: Should BellSouth be required to adopt validation and audit requirements which will enable Supra Telecom to assure the accuracy and reliability of the performance data BellSouth provides to Supra Telecom, and upon which the FPSC will ultimately rely when drawing conclusions about whether BellSouth meets its obligations under the Act?**

SUPRA: BellSouth should be required to have an independent audit conducted of its performance measurement systems, paid for by BellSouth. Additional annual audits should also be conducted and paid for by BellSouth. Supra Telecom may request additional audits when performance measures are changed or added, to be paid for by BellSouth. Additionally, audits of individual measures should be conducted. The cost of a "mini-audit" shall be paid by Supra Telecom unless the audit determines that BellSouth is not in compliance with the terms of the Agreement.

BELLSOUTH: BellSouth will only agree to the audits set forth in the current Interconnection Agreement it has proposed.

**Issue 21: What does "currently combines" mean as that phrase is used in 57 C.F.R §51.315(b)?**

SUPRA: The Commission should allow Supra Telecom to provide telecommunications services to any customer using any combination of elements that BellSouth routinely combines in its own network and to purchase such combinations at TELRIC rates. BellSouth should not be allowed to restrict Supra Telecom from

purchasing and using such combinations to only provide service to customers who currently receive retail service by means of the combined elements. This is the only interpretation of the term "currently combines" that is consistent with the nondiscrimination policy of the Act and which will promote rapid growth in competition in the local telephone market.

BELLSOUTH: "Currently combines" means where the connection already exists.

**Issue 22: Should BellSouth be permitted to charge Supra Telecom a "glue charge" when BellSouth combines network elements.**

SUPRA: BellSouth should not impose any additional charge on Supra Telecom for any combination of network elements above the TELRIC cost of the combination.

BELLSOUTH: BellSouth should be allowed to charge the glue charges provided for in its proposal.

**Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network?**

SUPRA: Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in BellSouth's network.

BELLSOUTH: No. Only those elements that already have been combined in BellSouth's network must be provided to ALECs in combined form.

**Issue 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network?**

SUPRA: Yes. BellSouth should be directed to perform, upon request, the functions necessary to combine unbundled network elements that are not ordinarily combined in its network.

BELLSOUTH: No. BellSouth should not be required to provide such combinations.

**Issue 25: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses, and should UNEs ordered and used by Supra Telecom be considered part of its network for reciprocal compensation and switched access charges?**

SUPRA: Yes. This approach should be adopted.

BELLSOUTH: No. BellSouth does not consider UNEs ordered by Supra Telecom to be part of Supra Telecom's network for reciprocal compensation and switched access charges.

**Issue 26: Under what rates, terms and conditions may Supra Telecom purchase network elements or combinations to replace services currently purchase from BellSouth tariffs?**

SUPRA: Pursuant to FCC Order, Supra Telecom is permitted to purchase network elements and combinations to replace services currently purchased from BellSouth tariffs. The price to purchase network elements and combinations in such situations should be the TELRIC cost to do a record change in BellSouth's OSS, plus the recurring price of the appropriate network elements or combinations. BellSouth should not be permitted to place obstacles in the way of Supra Telecom's ability to convert such services to network elements and combinations as easily and seamlessly as possible. Appropriate terms and conditions must also be ordered to ensure that Supra Telecom is able to replace services with network elements/combinations of network elements.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 27: How should Supra Telecom and BellSouth interconnect their networks in order to originate and compete calls to end-users?**

SUPRA: Supra Telecom and BellSouth should interconnect on an equitable basis, which is hierarchically equivalent, and not maintain the unbalanced situation where Supra Telecom incurs the expense of connecting throughout BellSouth's network, while BellSouth incur the much lower cost of connecting at the edge of Supra Telecom's network. Supra Telecom's proposal also avoid use of limited collocation space that is better used for other purposes such as interconnection to UNE loops and advanced services. Supra Telecom's proposal requires the two parties to work out a transition plan to "groom" the two networks.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 28: What terms and conditions and what separate rates if any, should apply for Supra Telecom to gain access to and use BellSouth facilities to serve multi-unit installations?**

SUPRA: BellSouth should cooperate with Supra Telecom, upon request, in

establishing a single point of interconnection on a case-by-case basis at multi-unit installations. Where such points of interconnection do not exist, BellSouth should construct such single points of interconnection, and Supra Telecom should be charged no more than its fair share, as one service provider using this facility, of the forward-looking price. The single point of interconnection should be fully accessible by Supra Telecom technicians without the necessity of having a BellSouth technician present.

**BELLSOUTH:** Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 29:** Should BellSouth provide local circuit switching at UNE rates to allow Supra Telecom to serve the first three lines provided to a customer located in Density Zone 1 as defined and/or determined in the UNE docket (Docket No. 99-0649-TP)?

**SUPRA:** Yes. Customers should be allowed to freely choose their local service provider regardless of the number of lines that customer purchases. Supra Telecom is entitled to purchase local circuit switching at UNE rates to provide service to customers in Density Zone 1 for the first, second, and third lines purchased by such customers even if those customers have four lines or more.

**BELLSOUTH:** Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 30:** Should BellSouth preclude Supra Telecom from purchasing local circuit switching from BellSouth at UNE rates when a Density Zone 1 existing Supra Telecom customer with 1-3 lines increases its lines to 4 or more?

**SUPRA:** No. In a level competitive environment, customers services and rates should not be negatively impacted by BellSouth's election to increase Supra Telecom's costs of providing local service simply because the customer adds a fourth line to its location.

**BELLSOUTH:** Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 31:** Should BellSouth be allowed to aggregate lines provided to multiple locations of a single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customary?

**SUPRA:** No. The total number of lines served to all of the customers' locations should not be aggregated. If a customer, for example, has several locations, each served by 3 lines or less, Supra Telecom should be entitled to purchase local circuit

switching from BellSouth to serve each of the locations.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 32: Should Supra Telecom be permitted to charge tandem rate elements when its switch serves a geographic area comparable to that served by BellSouth's tandem switch?**

SUPRA: Yes. When Supra Telecom's switches serve a geographic area comparable to that served by BellSouth's tandem switch, then Supra Telecom should be permitted to charge tandem rate elements.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 33: What are the appropriate means for BellSouth to provide unbundled local loops for provision of DSL service when such loops are provisioned on digital loop carrier facilities?**

SUPRA: When existing loops are provisioned on digital loop carrier facilities, and Supra Telecom requests such loops in order to provide xDSL service, BellSouth should provide Supra Telecom with access to other loops or subloops so that Supra Telecom may provide xDSL service to a customer.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 34: What coordinated cut-over process should be implemented to ensure accurate, reliable and timely cut-overs when a customer changes local service from BellSouth to Supra Telecom?**

SUPRA: The coordinated cut-over process proposed by Supra Telecom should be implemented to ensure accurate, reliable, and timely cut-overs. BellSouth's proposed process does not ensure that customers switching from BellSouth to Supra Telecom receive the same treatment that BellSouth customers receive. Moreover, BellSouth does not follow its own process.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 35: Is conducting a statewide investigation of criminal history records for**

each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?

SUPRA: No. These requirements are unreasonable and are inconsistent with the examples of measures found by the FCC to be reasonable, e.g. ID badges, security cameras, cabinet enclosures, and separate central building entrances. Such requirements are excessive, increasing collocation costs without providing additional protection to BellSouth. Moreover, such requirements are discriminatory as applied to Supra Telecom. Supra Telecom is willing to indemnify BellSouth, on a reciprocal basis, for any bodily injury or property damage caused by Supra Telecom's employees or agents.

BELLSOUTH: BellSouth advocates such extensive investigations for ALECs but uses less stringent background checks for its own employees.

**Issue 36:** For what recurring and non-recurring items may BellSouth charge Supra Telecom for collocation and under what terms and conditions.

SUPRA: To the extent addressed by previous Commission rulings, the charges should be those permitted or required by this Commission in prior rulings. Otherwise, the rates for all types of collocation should be those set forth in the current Interconnection Agreement between the parties and nothing more. BellSouth must allow access to overhead racks on a recurring charge base and may not require the installation of new racks. All power plant charges shall be recovered solely on a recurring charge rate (and at a rate set forth in the current Interconnection Agreement between the parties). To the extent there are ICB charges in the current Interconnection Agreement which have not been superseded by Commission or FCC rulings, Supra Telecom should be allowed to order such items from the BellSouth collocation tariff at tariffed rates. To the extent an expense is not specifically set forth in either prior Commission rulings, the prior Interconnection Agreement or a BellSouth Tariff (i.e. a specific rate as opposed to an ICB entry), BellSouth shall not be allowed to charge Supra Telecom for such amounts. Supra Telecom should be allowed to perform all work within its collocation space (irrespective of whether or not there is a cage, wall or nothing separating the two party's spaces (including any mechanical or electrical work using BellSouth certified vendors). At its discretion, Supra Telecom should be allowed to pursue any building permits required for the collocation work.

BELLSOUTH: BellSouth adopts the position set forth in its proposed interconnection agreement.

**Issue 37:** What rate should apply to the provision of DC power to Supra

**Telecom's collocation space?**

SUPRA: Supra Telecom believes that it should only pay for the power it uses. Thus the rate should be any rate established by this Commission (or in the absence as set forth in the previous interconnection agreement) on an actual per ampere basis.

BELLSOUTH: BellSouth's proposed rates should apply on a per fused ampere basis.

**Issue 38: Should BellSouth provide Supra Telecom true electronic access to its pre-ordering and ordering interfaces?**

SUPRA: Yes. Under the parity provisions of the Telecommunications Act, Supra Telecom should be allowed direct access to the same databases which BellSouth uses to provision its customers.

BELLSOUTH: No. Supra Telecom should only have access to the limited number of "buffered" databases which BellSouth makes available to ALECs in general.

**Issue 39: Should BellSouth provide Supra Telecom access to EDI interfaces which have already been created as a result of BellSouth working with other ALECs?**

SUPRA: Yes. Under the parity and none discriminatory provisions of the Telecommunications Act, Supra Telecom should be allowed to test and use any ordering interface currently available without having to pay BellSouth any extra monies.

BELLSOUTH: No. Supra Telecom should not be allowed to view, test or use ordering interfaces other than those currently made available to ALECs in general.

**Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E") and Inter-Switch Voice Massaging Service ("IVMS"), and any other corresponding signaling associated with voice mail massaging be included within the cost of the UNE switching port?**

SUPRA: Yes. These signals are generated by the switch port in order to let the end user know that a voice message is waiting for that end-user. The previous interconnection agreement recognized the fact that this signaling and all other related voicemail signaling is part of the switch port and so should this interconnection agreement. As part of the switching port, there should be no additional charges beyond the port cost for such signaling.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth

may dispute this position.

**Issue 41:** Should BellSouth be required to continue providing Supra Telecom the right to audits BellSouth's books and records in order to confirm the accuracy of BellSouth's bills?

SUPRA: Yes. Pursuant to the current interconnection agreement, BellSouth is required to allow Supra Telecom to audit the books and records of BellSouth in order that Supra Telecom may verify the accuracy of BellSouth's billing.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth does not want Supra Telecom to have the right to audit BellSouth's billing.

**Issue 42:** What is the proper time-frame for either party to render bills for overdue charges?

SUPRA: BellSouth should be required to continue its current practice of not rendering bills for charges more than one year old. BellSouth does not render bills to its own retail customers for charges more than one year old, and BellSouth should not bill Supra Telecom, as a wholesale customer, any differently.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 43:** What should be the charge allowed for OSS ordering and provisioning as compared to the prior interconnection agreement.

SUPRA: Unless this Commission has set rates for such charges, Supra Telecom should not be required to pay more for this service than set forth in the prior interconnection agreement between the parties.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 44:** What terms are adoptable from other filed interconnection agreements?

SUPRA: Unless this Commission or the FCC has stated otherwise, Supra Telecom believes that it should be able to adopt any single discrete service, term, rate, right, responsibility or obligation found (or which in the future may be found) in any other agreement in which BellSouth is a party and which agreement is filed with this Commission.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth's position is that Supra Telecom must adopt basically a new interconnection agreement and for practical purposes, there effectively is no pick and choose right.

**Issue 45:** Should BellSouth be required to permit Supra Telecom to substitute more favorable terms and conditions obtained by a third party through negotiation or otherwise, effective as of the date of Supra Telecom's request. Should BellSouth be required to post on its web-site all BellSouth interconnection agreements with third parties within fifteen days of the filing of such agreement with the FPSC?

SUPRA: BellSouth should permit Supra Telecom to substitute more favorable terms and conditions effective as of the date of Supra Telecom's request and should post such agreements on its web-site.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 46:** Should Supra Telecom be allowed the ability to submit orders electronically for all services and elements.

SUPRA: BellSouth should provide the ability to submit orders electronically for all services and elements. Lack of electronic ordering increases the possibility of errors and increases costs. BellSouth reported order flow-through for business services for two years before taking the position that these requests do not flow through. BellSouth formerly claimed only that complex business requests did not flow through, but even then, BellSouth admits that its service representatives types their requests into a front end system (DOE or SONGS), which then accepts valid request and issues the required service orders. Examples of instances in which Supra Telecom requires electronic ordering capability are the UNEs and UNE combinations (or UNE Platforms), handling of remaining service on partial migrations, use LSR fields to establish proper billing accounts, ability to order xDSL loops, ability to order digital loops, ability to order complex directory listings, ability to order loops and LNP on a single order, and ability to change main account number on a single order.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth's position that it does not have to permit electronic ordering for all services and elements, but only those of BellSouth's choosing.

**Issue 47:** Should BellSouth be required to allow Supra Telecom the ability to continue processing orders electronically after the electronic ordering, without subsequent manual processing by BellSouth personnel.

SUPRA: BellSouth should provide electronic processing after electronic ordering. Examples of instances in which Supra Telecom submits electronic orders that are subsequently processed manually include basic service changes together with virtually every other service ordered. Supra Telecom constantly experiences problems with BellSouth's ordering interfaces in that the front end system such as LENS accepts, the orders; but then such orders are thrown into clarification because BellSouth's systems are defective, thus requiring manual intervention. One well example is that BellSouth's systems throws into clarification conversion orders from customers who order other services from BellSouth such as paging services and internet access. When a customer orders such other services, although the LENS system may accept the order, the BellSouth system subsequently rejects the order because BellSouth personnel must separate the non-regulated service (i.e. internet or paging) from the telephone service. Supra Telecom should have the right and ability to fix these ordering problems by having direct electronic access into the BellSouth system.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 48: What Billing Records should BellSouth be obligated to be provide Supra Telecom? Should BellSouth be required to provide Supra Telecom with billing records with all EMI standard fields?**

SUPRA: At Supra Telecom's request, BellSouth should provide any and all billing records made available by any other RBOC, ILEC or other telecommunications carrier according to standard industry record formats; including billing records with all EMI standard fields. BellSouth only currently wishes to make available certain billing records, which do not include records necessary to determine and calculate legitimate billing such as for reciprocal compensation. BellSouth should not be able to skirt its obligations under the Telecommunications Act by refusing to make available industry standard billing records.

BELLSOUTH: Irrespectively of the fact that the data provided is insufficient to provide Supra Telecom the right to perform complete billing, BellSouth believes it only needs to make available those records found in its ADUF, ODUF, and EODUF files.

**Issue 49: Should Supra Telecom be allowed to share the spectrum on a local loop for voice and data when Supra Telecom purchases a loop/port combination and if so, under what rates, terms, and conditions?**

SUPRA: Yes. BellSouth's position that sharing of the spectrum on local loop/port combination is only permitted when BellSouth utilizes the portion of the spectrum to

provide voice is discriminatory and anti-competitive. Any purchaser of local loops from BellSouth should be allowed to use the loop in providing both voice and data at the same time. There are not technical constraints to this arrangement. The Commission's ordering of such arrangement will further the deployment of advanced data services to all portions of the state, and will not be dependent on the deployment schedule of BellSouth alone.

BELLSOUTH: Exact position unknown, but Supra Telecom knows that BellSouth disputes Supra Telecom's position.

**Issue 50: What are the appropriate rates and charges for unbundled network elements and combinations of network elements.**

SUPRA: Issues related to rates and charges are being taken up in Docket No. 990649-TP and to the extent this Commission enters an appropriate order in that docket, the rates should be those found in that docket.

BELLSOUTH: Exact position unknown, however Supra Telecom notes that BellSouth has proposed rates which may differ from those ultimately decided by this Commission.

**Issue 51: Should BellSouth be allowed to impose a manual ordering charge when it fails to provide an electronic interface?**

SUPRA: No. When BellSouth fails to provide an electronic interface, it should not be able to impose a manual ordering charge.

BELLSOUTH: Exact position unknown, however Supra Telecom notes that BellSouth wants to impose manual charges regardless of whether an electronic interface is available.

**Issue 52: Should the resale discount apply to all telecommunication services BellSouth offers to end users, regardless of the tariff in which the service is contained?**

SUPRA: Yes. Offering a retail service under a tariff other than the private line or GSST tariffs does not preclude it from the wholesale discount.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 53: Should BellSouth have the right to determine unilaterally the demarcation points for access to UNEs?**

SUPRA: No. Supra Telecom should have the right to designate any technically feasible point for access to UNEs.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and has only offered access to UNEs at demarcation points established by BellSouth.

**Issue 54: Should BellSouth be required to develop the industry standard EDI pro-ordering interface (REDI) without charging Supra Telecom for the up-front development costs?**

SUPRA: BellSouth is required to either give Supra Telecom direct access to BellSouth's ordering interfaces or develop equal industry standard interfaces such as REDI at its expense. Alternatively, the recovery of any costs should be on a recurring basis.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and that BellSouth should only be required to provide the standard interfaces which it makes available.

**Issue 55: Should BellSouth be required to provide an application-to-application access service order inquiry process?**

SUPRA: Yes. Such a process is needed to obtain pre-order information electronically for UNEs ordered via an access service request.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 56: Should BellSouth provide a service inquiry process for local services as a pre-ordering function?**

SUPRA: Yes. BellSouth should provide service inquiry for pre-ordering.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 57: Should BellSouth be required to provide downloads of the RSAG, PLATS, PSIMS and PIC databases without license agreements and without charge?**

SUPRA: Yes. BellSouth should provide these database downloads without a license agreement or use restrictions and should provide these downloads at no cost.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 58: What are the applicable ordering charges when electronic interfaces are in place but they fail to work?**

SUPRA: If electronic interfaces are in place but are unavailable for reasons other than scheduled maintenance, BellSouth should not impose manual ordering charges.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 59: Should Supra Telecom be required to pay for expedited service when BellSouth provides services after the offered expedited date, but prior to BellSouth's standard interval?**

SUPRA: No. BellSouth should not receive additional payment when it fails to perform in accordance with the specified expedited time-frame.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 60: When BellSouth rejects or clarifies a Supra Telecom order, should it be required to identify all errors in the order that would cause it to be rejected or clarified?**

SUPRA: Yes. Identifying all errors in the order will prevent the need for submitting the order multiple times. Additionally, if any order has been clarified, BellSouth should be required not immediately notify Supra Telecom that the order has been clarified. Currently, Supra Telecom has had to constantly track orders in order to catch clarifications. Although the clarifications are resulting from BellSouth internal errors, BellSouth nevertheless does not notify anyone of the clarification and without being pushed, will let the order sit until it is purged by the system. Obviously BellSouth does not treat its own customers so poorly. Since BellSouth will notify itself of ordering problems, it should be obligated under the parity provisions to notify Supra Telecom as well.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position. Furthermore, BellSouth does not currently provide affirmative notice of clarifications.

**Issue 61: Should BellSouth be allowed to drop an order after ten days (or any**

other time period), when the order has been accepted by the front-end ordering system (such as LENS) but sent into clarification by BellSouth? Alternatively, if BellSouth drops any orders, should it be required to notify Supra Telecom the same day the order has been dropped?

SUPRA: BellSouth should not be allowed to drop orders when the order passes through the front-end ordering interface (such as LENS). Any further problems with the order are now the responsibility of BellSouth and BellSouth should not be allowed to skirt its responsibility to complete the orders simply by letting the orders sit until the system purges them. By purging orders, BellSouth is able to hide the problems with its OSS systems. Thus the orders should not be purged and should remain on the BellSouth system until BellSouth personnel fix the clarification problems. Alternatively, if any orders are dropped by BellSouth's systems, BellSouth should be under an obligation to affirmatively notify Supra Telecom (electronically or in writing) within 24 hours of the order being dropped.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position.

**Issue 62: Should BellSouth be required to provide completion notices for manual orders?**

SUPRA: Yes. Supra Telecom should receive completion notices for all orders, including manual orders.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and notes that BellSouth currently does not provide such notice.

**Issue 63: Should BellSouth be permitted to disconnect service to Supra Telecom (or a Supra Telecom customer) for nonpayment?**

SUPRA: No. The parties should not disconnect for nonpayment. The appropriate remedy should be determined in dispute resolution.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and wishes to disconnect service over such disputes.

**Issue 64: Should the Interconnection Agreements contain a provision establishing that BellSouth will provide services in any combination requested by Supra Telecom?**

SUPRA: Yes. The Interconnection Agreements should contain a provision establishing that BellSouth will provide services in any combination requested by Supra Telecom

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and objects to the addition of such provision.

**Issue 65: Should the parties liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreements?**

SUPRA: Yes. There should be no limitation of liability for material breaches of the Agreements.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and adopts the position set forth its proposed agreement.

**Issue 66: Should Supra Telecom be able to obtain specific performance as a remedy for BellSouth's breach of contract?**

SUPRA: Yes, the current interconnection agreement allows for the remedy of specific performance and so should this interconnection agreement. Services under the Agreements are unique, and specific performance is an appropriate remedy for BellSouth's failure to provide the services as required in the Agreement.

BELLSOUTH: Exact position unknown, but Supra Telecom believes that BellSouth disputes Supra Telecom's position and adopts the position set forth its proposed agreement.

13. As stated previously, BellSouth failed to negotiate a new Interconnection Agreement in good faith. The proposed Interconnection Agreement attached to the petition was sent to Supra Telecom for the very first time as part of the petition. Although it would have been easier for both parties to have worked from the prior interconnection agreement, BellSouth refused to do so and thus gave Supra Telecom little opportunity to go over the multitude of changes set forth in the current proposed interconnection agreement attached to

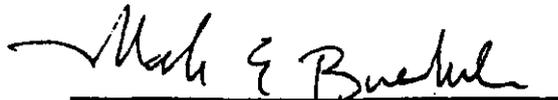
the petition. Although BellSouth was specifically advised that Supra Telecom wished to begin negotiations from the prior agreement in place, BellSouth flatly refused; most likely because it benefitted BellSouth to represent to this Commission that the parties had only raised a few issues, when in reality, many potential issues actually existed.

14. Thus Telecom raises the above reference issues as additional issues based upon the proposed interconnection agreement BellSouth filed as part of this petition and respectfully requests that this Commission decide these issues in Supra Telecom's favor. Additionally, Supra Telecom respectfully requests that this Commission enter a ruling that the refusal of an ILEC to negotiate from the parties' current interconnection agreement is a violation of an ILEC's obligation to negotiate interconnection agreements in good faith.

**WHEREFORE SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC., hereby files and serves this its response to the petitioner BELLSOUTH TELECOMMUNICATIONS, INC.'s petition for arbitration of interconnection agreement and raises as additional issues for arbitration those other issues set forth herein.**

Respectfully Submitted,

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MARK E. BUECHELE  
FLORIDA BAR NO. 906700

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF FLORIDA  
TALLAHASSEE DIVISION**

<p>SUPRA TELECOMMUNICATION &amp; INFORMATION SYSTEMS, INC., a Florida corporation,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, and THE COMMISSIONERS OF THE FLORIDA PUBLIC SERVICE COMMISSION, in their official capacities,</p> <p style="text-align: center;">Defendants.</p>	<p>Civil Action No. _____</p>  <p>Judge: - -</p>
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**EXHIBIT "C" TO VERIFIED COMPLAINT FOR  
DECLARATORY, INJUNCTIVE AND OTHER RELIEF**

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

Petition for Arbitration of the )  
Interconnection Agreement between Bell- )  
South Telecommunications, Inc. and )  
Supra Telecommunications & Information )  
Systems, Inc. pursuant to Section 252(b) )  
of the Telecommunications Act of 1996 )

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Docket No. 001305-TP

Dated: July 22, 2002

**SUPRA'S RESPONSE AND OPPOSITION TO BELLSOUTH'S  
EMERGENCY MOTION FOR EXPEDITED COMMISSION ACTION; MOTION  
TO STRIKE BELLSOUTH'S 7/15/02 UNILATERAL FILING  
OF NON-COMPLIANT PROPOSED INTERCONNECTION AGREEMENT  
AND REQUEST FOR EVIDENTIARY HEARING ON THESE MATTERS**

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS INC. ("Supra"), by and through its undersigned counsel and pursuant to Rule 28-106.204(1), Florida Administrative Code, hereby files this: (a) Response and Opposition to **BELLSOUTH TELECOMMUNICATIONS, INC.'s** ("BellSouth") Emergency Motion For Expedited Commission Action ("Emergency Motion") (dated July 15, 2002); (b) Motion to Strike BellSouth's unilaterally drafted and filed Interconnection Agreement between BellSouth and Supra ("Unilateral Interconnection Agreement") (dated July 15, 2002); and (c) Request for evidentiary hearing on these matters; and in support thereof states as follows:

**I. BASIC OVERVIEW**

In a nutshell, BellSouth is a monopolistic bully who has decided that: (a) it does not wish to implement certain mandates found in this Commission's prior rulings in this docket; while (b) attempting to be rid of a current Interconnection Agreement between parties as quickly as possible. BellSouth's preferred method of implementing this disingenuous and dishonest plan, is by drafting and filing the *Unilateral Interconnection Agreement*, which does not implement many of the parties' prior agreements and Commission rulings, and which allows BellSouth to avoid implementing certain undesirable portions of this Commission's prior rulings in this docket. The second part of BellSouth's dishonest plan is to file BellSouth's instant Emergency Motion, which misrepresents



Supra's efforts at arriving at an acceptable interconnection agreement and screams out a tired and worn-out mantra that Supra allegedly does not want to enter into a new interconnection agreement. Thus, according to BellSouth, its dishonest and misrepresented Unilateral Interconnection Agreement should be forced down Supra's proverbial throat.

The Unilateral Interconnection Agreement filed by BellSouth should be stricken because: (a) it does not incorporate various agreements previously made by the parties; (b) improperly implements other agreements previously made by the parties; and (c) does not properly implement various Commission rulings. For these reasons alone, the Unilateral Interconnection Agreement should be stricken. Additionally, for these reasons alone, BellSouth's instant Emergency Motion should be denied in its entirety.

Supra will also note that it has devoted hundreds of man-hours in: (a) reviewing BellSouth's proposed follow-on agreement; (b) reviewing the parties' prior agreements; (c) reviewing this Commission's prior orders in this docket; (d) documenting problems with BellSouth's proposed follow-on agreement; and (e) negotiating with BellSouth in good faith. The time spent by Supra was not to delay, but to insure that the follow-on agreement complied with not only this Commission's rulings, but also with the parties' prior agreements. It appears now that Supra's time has been well spent since the Unilateral Interconnection Agreement fails to fully comply with both such requirements.

This Commission should not stand for BellSouth's gaming tactics. As will become apparent below, BellSouth always knew there were problems with their Unilateral Interconnection Agreement, yet early on in the process made the decision that it was not going to negotiate with Supra in good faith. Rather BellSouth decided that it was simply going to wait and file the Unilateral Interconnection Agreement, together with the instant bad-faith Emergency Motion. The proper way to handle this situation would have been to attempt a good faith negotiation with Supra

on as many issues as possible, and then seek Commission guidance on arbitrated matters for which disputes still exist. BellSouth's Emergency Motion should be denied because BellSouth did none of that. In its desire to simply be rid of the parties' current interconnection agreement as quickly as possible, BellSouth has chosen to file a "garbage agreement" which is riddled with mistakes, inaccuracies and other language which does not accurately implement many of the parties' prior agreements together with many of this Commission's prior rulings.

BellSouth has refused to negotiate the follow-on agreement any further without being compelled to do so by this Commission. BellSouth's bully tactics and obstreperous behavior should not be rewarded. BellSouth's Emergency Motion is filled with misrepresentations, unprofessional accusations and inflammatory language, all of which are intended to convince and persuade this Commission to give BellSouth preferential treatment and throw "due process" out the window. The relief request by BellSouth is abusive, confiscatory, ridiculous under the true facts of this situation, and violative of the law.

Rather than reward BellSouth's abusive bad faith misconduct, this Commission should order BellSouth to return back to the negotiating table in order to resolve as many disputes as possible, and if some disputes still exist on arbitrated issues, to bring those matters to this Commission for clarification and/or resolution. Supra would also welcome Commission assisted mediation of this matter. In the event this Commission even considers granting any of the relief requested in the Emergency Motion, Supra asks that this Commission first conduct an evidentiary hearing of the factual matters asserted by the parties.

BellSouth's tactics were designed and intended to short-circuit the process of compiling an accurate follow-on agreement. Because it was BellSouth that failed to act in good faith during this process, any delays in implementing a follow-on agreement should rest squarely with BellSouth.

For the reasons that follow, this Commission should enter an Order striking BellSouth's

Unilateral Interconnection Agreement, denying in full BellSouth's Emergency Motion, and compelling BellSouth to continue negotiating with Supra the parties' follow-on agreement as requested in Supra's July 15, 2002 Notice of Good Faith Compliance With Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's Refusal To Continue Negotiations Over Follow-On Agreement; and Motion To Compel BellSouth To Continue Good Faith Negotiations Over Follow-On Agreement. Alternatively, if the relief requested above in this paragraph is not be granted, then Supra requests that this Commission conduct an evidentiary hearing on this matter and take testimony from the parties before even considering any of the relief requested by BellSouth.

## II. PROCEDURAL & FACTUAL BACKGROUND

On September 1, 2000, BellSouth filed a complaint in this docket seeking to arbitrate certain issues in a follow-on interconnection agreement between the parties pursuant to 47 U.S.C. § 252(b) (FPSC Document No. 10918-00). Prior to September 2001, the parties had cumulatively identified approximately 70 issues in this arbitration; issue A, and Issues 1 through 66, with issues 11, 25 and 32 having two parts (i.e. 11A, 11B, 25A, 25B, 32A and 32B). On September 25, 2001, this Commission entered a Prehearing Order (PSC-01-1926-PHO-TP), which added another new Issue B, which posed the question as to which template was to be used in inserting the parties' agreements and the Commission's resolution of issues resolved by the hearing process. Thus a total of 71 issues were identified at one point or another in this arbitration.

Along the way, numerous issues were resolved and therefore not brought to the Commission for hearing and resolution. In this regard, in approximately June 2001, the parties held various Intercompany Review Board meeting(s) and issue identification sessions in which for a variety of reasons, the parties agreed to resolve issues 2, 3, 6, 8, 30, 36, 37, 39, 43, 50, 54, 56, 58 and 64. Apart from a blanket statement that the issues had been resolved, the parties did little to memorialize these agreements in writing; partly because some issues were redundant, and partly

because BellSouth simply agreed to provide either what was requested or something similar which was acceptable to Supra.

Shortly before the evidentiary hearing in this docket on September 26 - 27, 2001, the parties further agreed to resolve various other issues. The issues resolved prior to the evidentiary hearing were issue A and issues 7, 9, 13, 14, 17, portions of 18, 25A, 25B, 26, 27, 31, 35, 41, 44, 45, 48, 51, 52, 53, 55, and portions of 57. Proposed language was agreed upon for some of these issues, with the understanding that the concepts agreed upon needed to be incorporated into whatever template was ordered to be used in the follow-on agreement. It was also understood and agreed upon that implementation of the parties' agreements required a three step process. First, insertion of any agreed language into appropriate locations of the follow-on agreement template. Second, the deletion of language throughout the template which may conflict with the parties' agreements. Finally, the creation of any other clarifying language necessary to accurately incorporate the parties' intent into the follow-on agreement. All of this was necessary because when the parties had agreed to all of the issues above, there was not agreement on which template was to be used for the final version. In addition to the above, because of time considerations prior to the evidentiary hearing, the parties had agreed in principal on some issues, with the understanding that details would be resolved at a later date. A primary example of this agreement to agree involved Exhibit "B" to Attachment 2. In this regard, on numerous issues, the parties had agreed to reference a new Exhibit "B" to Attachment 2, which was supposed to be a listing of numerous call flows. When the parties agreed upon language to resolve numerous issues, they made reference to this new exhibit, which had not yet been agreed upon. In a spirit of attempted cooperation, the parties initially discussed some of the concepts that each side wanted to include in the call flow diagrams, and then agreed to agree upon the form and content at a later date when the parties would have more time.

On March 26, 2002, the FPSC entered a final order in this docket (PSC-02-0413-FOF-TP)

in which the FPSC resolved those issues which the parties' had not withdrawn due to prior agreements in principal. Those issues addressed by this Commission's Order were issues B, 1, 4, 5, 10, 11A, 11B, 12, 15, 16, portions of 18, 19, 20, 21, 22, 23, 24, 28, 29, 32A, 32B, 33, 34, 38, 40, 42, 46, 47, 49, portions of 57, 59, 60, 61, 62, 63, 65 and 66.

Attached hereto as Composite Exhibit "1" (Exhibit Pages E1-E22) is a detail listing of each of the above issues as brought in this docket. Composite Exhibit "1" sets forth each issue, the disposition of each issue (i.e. agreement or by the FPSC), the current status of efforts to implement the resolution of each issue into the follow-on agreement, and whether or not a dispute exists over BellSouth's proposed implementation of that issue. Supra hereby directs this Commission to Composite Exhibit "1" for a complete understanding of where the parties are in the negotiation process.

As is clear from Composite Exhibit "1", numerous disputes exist over BellSouth's proposed implementation of both agreed issues and matters arbitrated before this Commission. With respect to those issues which were supposed to have been resolved in June 2001 after the parties' Inter-Company Review Board Meetings, BellSouth failed to implement three (3) of the agreed issues (i.e. Issues 6, 37 and 56). With respect to those issues which were supposed to have been resolved prior to the evidentiary hearing, BellSouth failed to properly implement six (6) issues [i.e. Issues 7, 13, 18 (agreed parts), 25B, 27 and 53]. Finally, on the issues arbitrated, the parties currently have disagreements over approximately 25 issues [i.e. Issues 1, 10, 11A, 18 (arbitrated parts), 19, 21, 22, 23, 24, 28, 29, 32A, 32B, 33, 34, 38, 39, 40, 46, 47, 49, 57 (arbitrated parts), 59, 60 and 65]. However, Supra notes that of the 34 issues still in dispute, Supra would classify at least twenty (20) of those issues as tentative disputes for which a modicum of further negotiation can probably resolve the matter. These tentative disputes for which further negotiation can probably resolve without much difficulty can be found in Issues 11A, 18 (agreed parts), 18 (arbitrated parts), 19, 21,