

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT K

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stis.com]
Sent: Thursday, March 28, 2002 1:42 PM
To: 'Follensbee, Greg'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: RE: Follow-on IA

Greg:

As Supra may exercise its right to file a Motion for Reconsideration as well as for a Stay, it is still premature to schedule a conference call. I have reviewed the proposed Agreement and once the procedural matters have ended and the Stay expired, Supra will be ready to discuss this issue.

Sincerely,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

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-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, March 27, 2002 6:13 PM
To: 'Turner, Paul'
Cc: 'Chaiken, Brian'; 'Dahlke, Kirk'; 'Medacier, Adenet'; Jordan, Parkey; White, Nancy
Subject: RE: Follow-on IA

As you know, on March 12, 2002, I forwarded to Supra a proposed draft of the new Florida Interconnection Agreement for BellSouth and Supra. The proposed Agreement was based upon the decisions of the Florida Public Service Commission in Docket No. 001305-TP, as determined by the Commission on March 5, 2002. On March 15, 2002, I received your e-mail stating that you believed it premature to schedule a conference call to discuss the proposed Agreement prior to the Commission's written order and prior to the exhaustion of the time periods for reconsideration and appeal.

The Commission released its written order in Docket No. 001305-TP on March 26, 2002. The Order states that "the parties shall submit a signed agreement that complies with our decisions in this docket for approval within 30 days of issuance of this Order." The Order is effective upon its issuance, and any reconsideration or appeal rights of either party do not affect the parties' obligations to comply with the Order and to submit a written Interconnection Agreement to the Commission by April 25, 2002.

Therefore, I request that we schedule a meeting to be held in the next five (5) business days to finalize the new Interconnection Agreement. Please let me know your availability.

-----Original Message-----

From: Turner, Paul [mailto:Paul.Turner@stis.com]
Sent: Friday, March 15, 2002 11:36 AM
To: 'Greg.Follensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

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BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT L



Miami, FL 33133-3001
Phone: (305) 476-4201
FAX: (305) 443-8516
Email dnilson@STIS.com
www.stia.com

June 12, 2002

VIA FACSIMILE / EMAIL

Mr. Greg Follensbee
Lead Negotiator
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Atlanta, Georgia 30375

Subject: Supra-BellSouth Florida Interconnection Agreement

Greg:

On June 11, 2002, the Florida Public Service Commission ("Commission") voted on the Commission Staff's Recommendation on Supra's Motion for Reconsideration of Commission Order No. PSC-02-0413-TP. As Commission Order No. PSC-02-0637-PCO-P contemplated that the parties will have 14 days from the date of the Commission's final order to file an executed interconnection agreement, the parties need to address the applicable language to be included in the agreement.

Any negotiations with BellSouth regarding the final language to be included in any executed interconnection agreement does not constitute a waiver of Supra's rights to pursue, *inter alia*, any and all administrative and/or appellate remedies available to it.

In order to move forward, I request that we schedule a meeting to negotiate any and all applicable language. Please let me know your availability.

Sincerely,

David Nilson
CTO

Cc: Olukayode A. Ramos
Brian Chaiken, Esq.
Paul Turner, Esq.

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT M

Jordan, Parkey

From: Follensbee, Greg
Date: Thursday, June 13, 2002 12:28 PM
To: 'Nilson, Dave'
Cc: Jordan, Parkey; 'Paul Turner'
Subject: RE: Florida Interconnection Agreement



Supra
Redline_06-12-03.zip



changes 0301302.zip



Supra Revised
Agreement: 6-13-0...

David,

Here is what we suggest. Attached to this email are three zip files. One is the redline of the previous redline that reflect the changes decided by the FL PSC June 11. The second is the final agreement, which accepts all the redline changes. The third is, by document, what changes were made to the base agreement BellSouth started with. This incorporates both changes made the first time and changes made to reflect the recent FL PSC decisions.

We are available to talk to you Monday morning at 10 am, after you have had a chance to review these files. At that time we can answer any questions you have on what we did, and set up time to review the language we have sent you. To the extent time permits, we can go ahead and start on one of the files.

If this is agreeable, please let me know and we will call Paul's office at 10 am on June 17.

-----Original Message-----

From: Nilson, Dave [mailto:dnilson@STIS.com]
Date: Wednesday, June 12, 2002 7:00 PM
To: Greg Follensbee (E-mail)
Subject: Florida Interconnection Agreement

Greg please call to arrange this meeting.

dnilson
<<Doc2.doc>>

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT N

Jordan, Parkey

From: Follensbee, Greg
To: Tuesday, June 18, 2002 1:09 PM
'David Nilson'; 'Mark Buechle'
CC: Jordan, Parkey
Subject: Cross Reference of Issues to Language

As discussed yesterday morning, attached is a cross reference of each arbitrated issue to language in the proposed follow-on agreement. As a result of preparing this document, I have found two places where the proposed agreement did not include language we had agreed to last fall. I am resending attachments 2 and 3, which reflect revisions to incorporate the agreed to language. The changes are: 1) in attachment 2, I have added a new paragraph 2.5 to put in language on demarcation points and 2) in attachment 3 I have replaced language in paragraphs 6.1.2, 6.1.3 and 6.1.3.1 with language agreed to on definition of local traffic. Of course, following paragraph with no language changes will necessarily be renumbered. Last, I found a small typo in attachment 2, paragraph 3.10.1, where a reference to paragraph 6.10 simply said 10.

Because of the short time frame the FL PSC will be giving us to finalize this follow-on agreement, Parkey and I have cleared our calendars all of next week and we are prepared to talk every day to finish reviewing the proposed agreement.

Please call me with any questions


Attachment 2
06-13-02_redline....


Attachment 3
06-13-02_redline....


Issues List Cross
Referenced 1...

Interconnection Carrier Services
404 927 7198 v
529 7839 f
...follensbee@bellsouth.com

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT O

Jordan, Parkey

From: Follensbee, Greg
Date: Tuesday, June 25, 2002 9:29 AM
To: Jordan, Parkey
Subject: FW: Negotiation of Follow-on Agreement

-----Original Message-----

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 9:29 AM
To: 'David Nilson'
Subject: Negotiation of Follow-on Agreement

Dave,

I did not hear back from you yesterday to reschedule the meeting to discuss the interconnection agreement BellSouth has proposed in compliance with the decisions of the Florida Commission. As you know, we had a meeting scheduled for June 17, but Supra was not prepared to discuss the substance of the agreement. Supra cancelled our meeting scheduled for yesterday, June 24, due to your outside counsel's emergency.

At this point, Supra has had BellSouth's template since September of 2000; the majority of the changes to incorporate the Commission's order since March 12, 2002; and the language to modify the four issues that were changed in light of Supra's motion for reconsideration since June 13, 2002. In addition, per your request during our conversation on June 17, on June 18 I forwarded you a list of each arbitrated issue and how it was resolved (including a reference to the section in the agreement where appropriate language was incorporated). I trust that by now Supra has had ample opportunity to review the proposed agreement, and because the changes made to the template were either agreed upon in settlement negotiations or pulled directly from the Commission decisions, I don't anticipate that there will be many, if any, issues we need to discuss.

If Supra can begin forwarding to us the issues that it feels need to be discussed (or changes Supra believes need to be made to comport with the Orders), we can begin looking at those. In addition, we need to set aside another day this week to talk about the agreement. Although you had suggested Wednesday, Supra is deposing me that day in Arbitration VI, so I will obviously be unavailable. However, we are available Thursday, June 27, after 2:30 and Friday, June 28, until noon. Please let me know if these times work for Supra and if you will be able to send your comments to us this week.

Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT P

Jordan, Parkey

n: Follensbee, Greg
 t: Tuesday, June 25, 2002 4:50 PM
 To: Jordan, Parkey
 Subject: FW: Negotiation of Follow-on Agreement

Comments?

-----Original Message-----

From: Nilson, Dave [mailto:dnilson@STIS.com]
 Sent: Tuesday, June 25, 2002 3:54 PM
 To: Follensbee, Greg; 'David Nilson'
 Subject: RE: Negotiation of Follow-on Agreement

As for some of your inflammatory comments, I do not wish to dwell on such matters as they are only counter-productive and get in the way of the task at hand. However, your statement that Supra has the template since September, 2000 is disingenuous since it ignores the realities of time and the disputes in this docket. Even you admitted that it was a task to retrieve what you thought was the original template submitted to the Commission back in September 2000. Given the fact that we only recently received an electronic version of that submission, your comment is uncalled for and somewhat unfair. Moreover, that document has been revised no less than three times since September 2000 and it has been my observations that subsequent redlining may not be consistent with our prior agreements. We received the most recent redlines Thursday afternoon, June 13, 2002, at which point we discarded the previous (March 12, 2002) version which we had been working with.

As to scheduling. Yes I committed to get back to you. However, my efforts to see if our schedules could be accommodated had to cleared by Supra and BellSouth lawyers who had previously expected both of us to be elsewhere over the next few days. Unfortunately, we were unable to move your deposition on Wednesday; and due to the bifurcated deposition schedules in Atlanta this week, I will not be available the rest of the week. I had been trying to resolve that and thought I could get back with you yesterday.

Currently I am unavailable on Wednesday, Thursday and Friday; and thus would like to continue our discussions on Monday morning July 1, 2002 at 10:00 AM. Mark Buechele has advised me that there may be some issues which he can discuss with Parkey Jordan without my presence. However, Mark has advised me that he is not available on Thursday afternoon. Accordingly, Mark has stated that he would be willing to schedule a discussion for Friday morning at 10:30 a.m. in order to discuss a limited amount of issue. Mark asks that you confirm that this time is available (particularly with Parkey Jordan) and provide him a call-in number.

Nilson

-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
 Sent: Tuesday, June 25, 2002 9:29 AM

Jordan, Parkey

From: Follensbee, Greg
Date: Wednesday, June 26, 2002 8:41 PM
To: 'Nilson, Dave'
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

My recollection of our call on June 13th is quite different than yours. On that call I suggested the following agenda for our call on the 17th, with which you agreed. First, I would explain what was sent in more detail. Then I would respond to any questions you had on the documents received, including formatting. Next, BellSouth would be prepared to begin with page one and start discussing the redline version page by page. At the point where both Parties were done for the day, we would discuss the schedules for completing the rest of the document. I did indicate we would not be able to finalize our work until the FL PSC issued its order on reconsideration of issues, but I did say that this should not result in much work, as we used the exact language in the staff recommendation to craft proposed language, and we could proceed without the order and finalize the 4 issues where changes were made from the previous order. Your statement that I said we would only be prepared to discuss the formatting of the document is totally incorrect.

BellSouth's recollection of the call this past Monday is also different than yours. I did agree to provide a separate document, which would cross-reference the issues arbitrated to the section in the agreement addressing the issue. Further, Supra did not point out errors in the agreement. Supra questioned why the redline referenced the issue relating to specific performance but contained no associated language. We explained that BellSouth won that issue and that no language was necessary. As to your comment that it is an arduous task to make sure this agreement incorporates all decisions of the FL PSC, that is exactly why we sent your company the agreement in March, so we could begin that process with plenty of time to complete the task before a final agreement needed to be filed. A comparison of the March document to this most recent document would reflect very few changes, as the PSC only revised its decision on four issues. Unfortunately, Supra choose to do nothing in regards to reviewing with BellSouth that redline version, which would have drastically shortened the amount of work we now have before us and must complete in a short period of time. These and my previous comment are not meant as inflammatory but are simply the facts.

In response to Supra's availability, BellSouth has prepared to discuss the agreement with Supra this Friday at 10:30, as well as all day July 1. We expect by now that Supra has fully reviewed the document and the parties can have substantive discussions about any issues where Supra thinks the agreement does not reflect the PSC's order.

-----Original Message-----

From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Tuesday, June 25, 2002 4:06 PM
To: Follensbee, Greg; 'David Nilson'
Cc: Buechele, Mark
Subject: RE: Negotiation of Follow-on Agreement

Greg

On my last email I omitted a portion of my response.
Resending

dnilson

Greg

in recent of your attached e-mail of this morning and feel it is necessary to respond to the same.

First, I take issue with your statement that on June 17 Supra was not prepared to discuss the substance of the agreement. I asked you on our June 13th telephone to help define an agenda for June 17. You responded that you would only be prepared to discuss the formatting of the document, as the Florida Public Service Commission had not yet offered a formal order. I prepared accordingly.

Notwithstanding our planned agenda for June 17th, my notes show that not only did we discuss all formatting issues, but we also went on to discuss some substantive issues and possible errors which I detected as a result of the formatting inquiries. These errors pertained to specific issues which I thought were resolved by the parties prior to the hearing and first order (3/26/02) in 00-1305. In this regard, at least two examples of potential errors were identified to you. As a result of these errors, my counsel (Mark Buechele) expressed concern over the changes and requested a detailed listing of the changes made by issue. Given the substantial number of issues present, Mark Buechele wanted as much information possible about the changes in order to ensure that the final agreement reflects not only the Commission's rulings, but also the prior agreements between the parties. Unfortunately, this is a tedious task that must be done by the lawyers to ensure accuracy. It is for this reason that we first sought to open discussions on preparing the final document in order to ensure that the parties had sufficient time to work out the final language. Mark Buechele has advised me that he is actively reviewing all the materials provided. Unfortunately, he had a family problem which made him unavailable yesterday, and he has sent his apologies.

You know, we all anticipate the Commission to be entering its final order Monday (July 1st). Thereafter, the Commission has allowed the parties fourteen (14) days in which to complete the final version. Obviously we are all moving forward at this time on the assumption that the Commission will not change the staff recommendation on Supra's Motion for Reconsideration.

As for some of your inflammatory comments, I do not wish to dwell on such matters as they are only counter-productive and get in the way of the task at hand. However, your statement that Supra has the template since September, 2000 is disingenuous since it ignores the realities of time and the disputes in this docket. Even you admitted that it was a task to retrieve what you thought was the original template submitted to the Commission back in September 2000. Given the fact that we only recently received an electronic version of that submission, your comment is uncalled for and somewhat unfair. Moreover, that document has been revised no less than three times since September 2000 and it has been my observations that subsequent redlining may not be consistent with our prior agreements. We received the most recent redlines Thursday afternoon, June 13, 2002, at which point we discarded the previous (March 12, 2002) version which we had been working with.

As to scheduling. Yes I committed to get back to you. However, my efforts to see if our schedules could be accommodated had to be cleared by Supra and BellSouth lawyers who had previously expected both of us to be elsewhere over the next few days. Unfortunately, we were unable to move your deposition on Wednesday; and due to the bifurcated deposition schedules in this week, I will not be available the rest of the week. I had been going to resolve that and thought I could get back with you yesterday.

Currently I am unavailable on Wednesday, Thursday and Friday; and thus would like to continue our discussions on Monday morning July 1, 2002 at 10:00 AM. Mark Bucchele has advised me that there may be some issues which he can discuss with Parkey Jordan without my presence. However, Mark has advised that he is not available on Thursday afternoon. Accordingly, Mark has stated that he would be willing to schedule a discussion for Friday morning at 10:30 a.m. in order to discuss a limited amount of issue. Mark asks that you confirm that this time is available (particularly with Parkey Jordan) and provide him a call-in number. His email address (new) is attached.

dnilson

-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
 Sent: Tuesday, June 25, 2002 9:29 AM
 To: 'David Nilson'
 Subject: Negotiation of Follow-on Agreement

Dave,

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Interconnection Carrier Services
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 greg.follensbee@bellsouth.com

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Jordan, Parkey

m: Buechele, Mark [Mark.Buechele@atls.com]
t: Wednesday, June 26, 2002 6:51 PM
cc: 'Follensbee, Greg'; Nilson, Dave
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

Parkey,

Without Dave Nilson available on Friday, I will only be able to discuss a few issues. What number should I call?

MEB.

-----Original Message-----

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, June 26, 2002 6:41 PM
To: Nilson, Dave
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

My recollection of our call on June 13th is quite different than yours. On that call I suggested the following agenda for our call on the 17th, with which you agreed. First, I would explain what was sent in more detail. Then I would respond to any questions you had on the documents received, including formatting. Next, BellSouth would be prepared to begin with page and start discussing the redline version page by page. At the point where both Parties were done for the day, we would discuss the schedules for completing the rest of the document. I did indicate we would not be able to finalize our work until the FL PSC issued its order on reconsideration of issues, but I did say that this should not result in much work, as we used the exact language in the staff recommendation to craft proposed language, and we could proceed without the order and finalize the 4 issues where changes were made from the previous order. Your statement that I said we would only be prepared to discuss the formatting of the document is totally incorrect.

BellSouth's recollection of the call this past Monday is also different than yours. I did agree to provide a separate document, which would cross-reference the issues arbitrated to the section in the agreement addressing the issue. Further, Supra did not point out errors in the agreement. Supra questioned why the redline referenced the issue relating to specific performance but contained no associated language. We explained that BellSouth won that issue and that no language was necessary. As to your comment that it is an arduous task to make sure this agreement incorporates all decisions of the FL PSC, that is exactly why we sent your company the agreement in March, so we could begin that process with plenty of time to complete the task before a final agreement needed to be filed. A comparison of the March document to this most recent document would reflect very few changes, as the PSC only revised its decision on four issues. Unfortunately, Supra choose to do nothing in regards to reviewing with BellSouth that redline version, which would have drastically shortened the amount of work we now have before us and must complete in a short period of time. These and my previous comment are not meant as inflammatory but are

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT Q

Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@stis.com]
Sent: Friday, June 28, 2002 3:58 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: Negotiation of Interconnection Agreement Final Parkey.

This note will serve to memorialize our telephone conference this morning regarding our negotiation of final language for inclusion in the follow-on agreement.

Based upon our discussion this morning, we agreed that on paragraph 16 of the General Terms and Conditions, BellSouth will change the word "shall" back to the original word of "may" used in the template filed with the Accordingly, the first sentence of that paragraph will read as follows:

"Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either party may petition the Commission for resolution of the dispute."

We also discussed at length the effective date to be used in the new follow-on interconnection agreement. It is your position that because the current interconnection agreement has a clause dealing with retroactivity, that this necessarily means that the effective date of the new follow-on agreement must be June 10, 2000. My position is that the template filed with the FPSC at the start of this arbitration contained a blank date. Typically, parties leave the effective date of a contract blank when they intend to use the execution date as the effective date. Because the parties cannot usually predict when the agreement will be executed, they leave the date blank. In line with this practice, it is my recollection that when you and I were negotiating this agreement back in the summer of 2000, we both understood and agreed that the effective date would be the execution date. It is for this reason the agreement template had a blank date rather than a date of June 10, 2000 (a date clearly known to all of us when the template was filed with the FPSC).

You claim that during the course of the evidentiary hearing Mr. Ramos testified that the follow-on agreement would be retroactive. Unfortunately, I have not yet been able to confirm exactly what Mr. Ramos said and the context under which his words were spoken. Nevertheless, in my opinion, any such testimony would largely be irrelevant because retroactivity was not an issue in this arbitration docket.

Furthermore, after Greg Follensbee this morning mentioned an e-mail of January 4, 2002 to Paul Turner, I decided to ask around for a copy of that e-mail. It is interesting to note that on January 4th, you sent an e-mail to Paul Turner of Supra in which you specifically advised in reference to filling in the effective date of the follow-on agreement, that:

"We will insert the effective date in the preamble as the date executed by both parties"

When I read this language I was quite surprised since you had assured me this morning that BellSouth has never taken the position that the effective date should be the execution date. I trust that you simply forgot this previous position and that your misstatement was not a deliberate attempt to try and take advantage of my absence from this docket since the Fall of 2000.

In any event, we both agree that the original template filed with the FPSC had a blank effective date and that this typically means the effective date is the execution date. We also agree that it makes little sense to execute an agreement (which with a June 10, 2000 effective date), will require the parties to beginning new negotiations almost immediately. Furthermore we both agree that when BellSouth and ATT executed their follow-on agreement last year, the effective date was the execution date. I have since confirmed that the effective date of the BellSouth/ATT follow-on agreement was 10/26/01 (i.e. the date BellSouth executed the agreement). We also both agree that there is nothing in either the record or in the parties' correspondence, which reflects that the parties ever agreed to (or even advocated) an effective date of June 10, 2000.

Given the fact that the parties never agreed to an effective date of June 10, 2000 and in fact we had personally

agreed to the contrary in the summer of 2000; the fact that this issue was never brought to the FPSC for resolution; the fact that such an effective date is contrary to both general business practices and BellSouth's own practices; and the fact that we both agree that such a date makes no sense; I fail to see how BellSouth can continue advocating an effective date of June 10, 2000, rather than the execution date. I trust BellSouth will re-think its position on this matter. In any event, you advised me that you would consult with your client further on this matter.

Finally, pursuant to our conversation this morning, we will be calling your office on Monday morning at 10:30 a.m. to continue these discussions.

If you have any questions or comments, please feel free to contact me at your convenience.

MEB.

Jordan, Parkey

From: Jordan, Parkey
Sent: Friday, June 28, 2002 7:44 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, just to be clear that you understand our position, we are attempting to agree with Supra on what language we will include in the interconnection agreement based on the FPSC order. The parties may well settle issues in an effort to finalize the agreement, despite the fact that the language ultimately agreed upon is different from the actual position of the parties. We only discussed 2 issues this so it is impossible for BellSouth to determine at this point if Supra is in agreement with most of the agreement or not. If the two issues we discussed this morning are the only substantive issues Supra has, BellSouth may decide, in the interest of settlement, to agree to Supra's language or to a compromise on both of those issues. BellSouth compromised this morning on the language regarding the forum for dispute resolution. BellSouth's position on that issue is that the order requires the party to use the BellSouth template as the base agreement and to use the order of the PSC to fill in the remaining issues. BellSouth used the word "shall" in the proposal to implement the commission order. BellSouth's position remains that shall is appropriate. If the parties ultimately cannot agree on many of the provisions in the agreement, we may return to our original position. For now we are willing to compromise in the effort to reach agreement, but Supra's issues that we discuss Monday may impact our willingness to compromise.

With regard to the effective date of the agreement, I do not agree with your characterizations of BellSouth's position, but we each clearly stated our respective positions this morning, and I see no need to rehash them here. Further, you have mischaracterized the email that you reference as evidence of BellSouth's agreement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the remainder of the email. Supra had claimed that BellSouth's recalculation of the June to December bills should be based on the FL commission's new UNE rates rather than the rates in the agreement. By this time, BellSouth was aware that Supra was taking a position on retroactivity that was contrary to what BellSouth believed and contrary to Mr. Ramos' testimony before the FPSC. Paul was also concerned about the effect of retroactivity on the June 5, 2001 award. I told Paul that I would offer some language to try to settle these issues. In exchange for using the rates from the new interconnection agreement in the recalculation of the bills, I would agree to (1) use the date of signing as the date in the blank in the preamble, and (2) add a sentence that says (and I paraphrase) despite the effective date in the preamble, the parties agree to apply these rates, terms and conditions retroactively to June 6, 2001. I was merely trying to settle disagreements of the parties regarding UNE rates applicable to June-December, 2001, retroactivity of the agreement, and the preservation of the June 5 award in light of retroactivity. I neither forgot about this email, nor did I make a misstatement, deliberate or otherwise. BellSouth has never agreed to Supra's position on this issue. I offered a settlement that Supra refused - Paul never responded to that email. However, it appears that you are deliberately ignoring both the plain language of the email and the settlement context within which it was offered in an effort to claim that BellSouth has changed its position. That is clearly and obviously not the case.

see no reason to continue to rehash these two issues. We will continue our discussion on Monday and will hopefully get through all of Supra's issues or disagreements with what BellSouth has proposed (if any).

07/03/2002

Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@stls.com]
Sent: Monday, July 01, 2002 10:04 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Parkey.

Thank you for your response. Without addressing the substance of every statement made at this time, I will note that in our conversation Friday morning you unequivocally (and without reservation) stated that the venue language would be changed back to the original language found in the template. Your response concerns me because it raises the specter that persons other than yourself and Greg Follensbee must approve the results of our final negotiations; and that what we agree upon during our discussions may be withdrawn or changed by BellSouth at anytime and by others in the BellSouth legal department who may only be tangentially involved for tactical reasons. I trust this is not truly the case and that our future agreements will not be subject to further change.

MEB.

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, June 28, 2002 7:44 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, just to be clear that you understand our position, we are attempting to agree with Supra on what language we will include in the interconnection agreement based on the FPSC order. The parties may well settle issues in an effort to finalize the agreement, despite the fact that the language ultimately agreed upon is different from the actual position of the parties. We only discussed 2 issues this morning, so it is impossible for BellSouth to determine at this point if Supra is in agreement with most of the agreement or not. If the two issues we discussed this morning are the only substantive issues Supra has, BellSouth may decide, in the interest of settlement, to agree to Supra's language or to a compromise on both of those issues. BellSouth compromised this morning on the language regarding the forum for dispute resolution. BellSouth's position on that issue is that the order requires the party to use the BellSouth template as the base agreement and to use the order of the PSC to fill in the remaining issues. BellSouth used the word "shall" in the proposal to implement the commission order. BellSouth's position remains that shall is appropriate. If the parties ultimately cannot agree on many of the provisions in the agreement, we may return to our original position. For now we are willing to compromise in the effort to reach agreement, but Supra's issues that we discuss Monday may impact our willingness to compromise.

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