

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT S

White, Nancy

From: Jordan, Parkey
Sent: Monday, July 01, 2002 11:47 AM
To: 'mark.buechele@stis.com'
Subject: Settlement Language

Mark, Greg and I have reviewed the document you referenced, the "Stipulated Settlement of Issues" document that Brian sent on September 24. This document was not filed with the commission and is not a final settlement. I think the document Greg forwarded to you covers the agreed upon issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

White, Nancy

From: Jordan, Parkey
Sent: Monday, July 01, 2002 3:12 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: FW: Arbitration Issues

Mark, attached is an email I forwarded Brian after the June 6, 2001 intercompany review board meeting. As you can see, 10 issues had been withdrawn by Supra at issue ID (meaning there is no language to include or strike - the issue was simply withdrawn). Three issues, 2, 3, and 39, were closed during the June 6 meeting. Brian or Adenet should have notes regarding these issues. Supra withdrew issue 39 (again, no there is no language to include or delete). Issue 2 was resolved by the parties agreeing to include the confidential information language from the existing agreement. Similarly, issue 3 was resolved by the parties agreeing to include the insurance language from section 2.3 of the existing agreement. I only have hand written notes regarding the parties' discussion of these issues. Note that issue 2 is also included on the October email. Prior to the parties' mediation with the staff, there had been some confusion about whether issue 2 was closed because testimony had been filed on the issue. The parties thereafter agreed that issue 2 was in fact closed.

I don't believe any confirmation of the language went back and forth between the parties, as we agreed to include language that already appeared in the existing agreement. I will also forward to you in a separate email Brian's response to my email below. I believe with this email you now have information regarding each issue that the parties settled prior to release of the Commission's order. If you plan to request any other information from us for use in a review of the agreement, please let me know immediately.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Jordan, Parkey
Sent: Thursday, June 07, 2001 10:16 AM
To: 'bchaiken@sbs.com'
Cc: White, Nancy ; Finlen, Patrick
Subject: Arbitration Issues

Brian,

Per my notes, there were originally 66 arbitration issues. I show 10 of those as being withdrawn during issue identification. Those are 6, 30, 36, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we discussed 24 unresolved issues (in addition to the 24 issues I am referencing, we also discussed and withdrew issue 64, but as we had previously withdrawn it, I am not considering it as part of our meeting yesterday). Of the 24 unresolved issues we discussed, we resolved or withdrew three additional issues, namely, issues 2, 3 and 39. That leaves 32 arbitration issues that Supra will not discuss until it receives network information. Does this line up with your notes and/or recollection?

Parkey Jordan
404-335-0794

e. Nancy

From: Jordan, Parkey
Sent: Monday, July 01, 2002 3:13 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: FW: Arbitration Issues

Brian's response to my previous email.

Parkey, Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Chaiken, Brian [mailto:BChaiken@STIS.com]
Sent: Thursday, June 07, 2001 2:35 PM
To: 'Jordan, Parkey'; Medacier, Adenet; Nilson, Dave; Rands, Kay;
Turner, Paul
Cc: White, Nancy; Finlen, Patrick
Subject: RE: Arbitration Issues

Parkey:

My notes reflect same breakdown. It is good to know we can work together to reach some agreements. As we have previously stated, Supra does wish to discuss the remaining issues, but feels it will be at a tremendous disadvantage without first being able to review the requested information.

Brian Chaiken, Esq.
General Counsel
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Ave.
Miami, Florida 33133-3001
Phone: 305/476-4248
Fax: 305/443-1078

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, June 07, 2001 10:16 AM
To: 'bchaiken@stis.com'
Cc: White, Nancy; Finlen, Patrick
Subject: Arbitration Issues

Brian,

Per my notes, there were originally 66 arbitration issues. I show 10 of those as being withdrawn during issue identification. Those are 6, 30, 36, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we discussed 24

White, Nancy

From: Jordan, Parkey
Sent: Tuesday, July 02, 2002 9:14 AM
To: 'Buechele, Mark', Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, as I said before, we are trying desparately to work through the issues with you. So far we have only discussed one arbitration issue and one other issue relating to the contract. We are not in agreement with Supra about the status of the issue that was arbitrated regarding dispute resolution. The issue raised was "what are the appropriate fora for the submission of disputes under the new agreement?" The commission found that the PSC was the appropriate forum. You apparently disagree with that statement, so I am a bit concerned about the resolution of that issue. As I said before, we need to try to work through all the issues, see where we agree and disagree, and work toward resolution of the issues where we are not in agreement. Unfortunately, our meeting scheduled for today was again completely unproductive, as you were not prepared to discuss any issues or any language in the interconnection agreement. I trust that you will be fully prepared on Wednesday to discuss substantive issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stis.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 Language

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

7/14/02

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.

I 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).

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto: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 Language

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 FPSC. 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."

7/14/02

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 that 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.

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7/14/02

White, Nancy

From: Buechele, Mark [Mark.Buechele@stis.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: Jordan, Parkey; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Parkey,

I am in receipt of your e-mail of this morning. I assume that your e-mail was prepared last night, but then sent this morning, hence the incorrect references to the proper day.

In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

Yesterday we agree to cover first the language involving voluntarily agreed matters, and then move on to language derived from the Commission's orders. With respect to timing, you have advised me that BellSouth is unavailable to have discussions on Monday, Tuesday and Wednesday of next week. I trust that BellSouth will make available the time needed to fully discuss these matters.

Lastly, with respect to the issue of venue, I disagree that the issue was arbitrated. It is my understanding the only issue actually briefed and advanced by all parties was whether or not commercial arbitration could be mandated as a venue for dispute resolution. Thus the Commission's orders must be read in this light. On Monday you agreed with me, but now have reversed your position completely on this matter.

Per our agreement yesterday, I look forward to discussing this matter further with you tomorrow at 1:30 p.m.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 02, 2002 9:14 AM
To: Buechele, Mark; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, as I said before, we are trying desperately to work through the issues with you. So far we have only discussed one arbitration issue and one other issue relating to the contract. We are not in agreement with Supra about the status of the issue that was arbitrated regarding dispute resolution. The issue raised was "what are the appropriate fora for the submission of disputes under the new agreement?" The commission found that the PSC was the appropriate forum. You apparently disagree with that statement, so I am a bit concerned about the resolution of that issue. As I said before, we need to try to work through all the issues, see where we agree and disagree, and work toward resolution of the issues where we are not in agreement. Unfortunately, our meeting scheduled for today was again completely unproductive, as you were not prepared to discuss any issues or any language in the interconnection agreement. I trust that you will be fully prepared on Wednesday to discuss substantive issues.

Parkey Jordan

7/14/02

White, Nancy

From: Jordan, Parkey
Sent: Tuesday, July 02, 2002 4:09 PM
To: 'Buechele, Mark', Jordan, Parkey
Cc: Follensbee, Greg; 'Nilson, Dave'
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, I see no need to continue to rehash these discussions. BellSouth does not agree and has never agreed with your position on the arbitration issue regarding the appropriate forum for resolution of disputes between the parties. Further, we are not annoyed that you will not accept BellSouth's representations that BellSouth's document accurately reflects the agreement of the parties. To the contrary, we are annoyed that after having this document since June 13, and after scheduling four meetings, you have made no effort to verify independently that the agreement we provided comports with the BellSouth template, the voluntary resolution of issues between the parties, and the commission's order. BellSouth believes the document is accurate. We assumed that Supra would be able to review the document and reach its own conclusions as to whether it agrees or disagrees with specific provisions of the document. Further, yesterday (July 1), just after our 1:30 call, I sent you the remaining documentation you requested relating to the resolved or withdrawn issues.

BellSouth has made and will continue to make time to discuss these issues. BellSouth is still planning to meet with you Wednesday, July 3, as scheduled. Please be prepared to discuss any issues that Supra has with the proposed agreement. We are also available to continue any discussions, if necessary, on Friday, July 5.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

I am in receipt of your e-mail of this morning. I assume that your e-mail was prepared last night, but then sent this morning, hence the incorrect references to the proper day.

In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

Yesterday we agree to cover first the language involving voluntarily agreed matters, and then move on to language derived from the Commission's orders. With respect to timing, you have advised me that BellSouth is unavailable to have discussions on Monday, Tuesday and Wednesday of next week. I trust that BellSouth will make available the time needed to fully discuss these matters.

Lastly, with respect to the issue of venue, I disagree that the issue was arbitrated. It is my understanding the only issue actually

7/14/02

BELLSOUTH OPPOSITION

WC DOCKET NO. 02-238

EXHIBIT T

White, Nancy

From: Jordan, Parkey
Sent: Wednesday, July 03, 2002 4:44 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 3 Meeting

Mark, this is to confirm our agreements/discussions during our negotiations today.

Issue A - agreed issue was withdrawn (i.e., no language necessary).

Issue B - agreed that the BellSouth template was used as per the order (subject to Supra's outstanding motion for reconsideration).

Issue 1 - OPEN for further discussion.

Issue 2 - agreed with language in GTC Section 18, subject to changing AT&T references to Supra, and subject to changing the language in the 11th/12th line of Section 18.1 to read "... recorded usage data as described elsewhere in this Agreement."

Issue 7 - agreed to change the language in the third paragraph of the settlement language (Att 2, Section 2.6) to read as follows: "When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, of this Agreement. Supra may bill its end users the end user common line charges." The remainder of the language is agreed to, subject to Dave Nilson's confirmation of the call flows in Exhibit B.

Issue 9 - agreed to language in the agreement.

We understand that you will be in depositions all day Friday. We agreed that you would send us any questions you have Friday morning, and we will talk Friday at 4:00 to continue our discussions.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

White, Nancy

From: Buechele, Mark [Mark.Buechele@stis.com]
Sent: Wednesday, July 03, 2002 7:25 PM
To: Jordan, Parkey; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 3 Meeting

Parkey,

In clarification of your e-mail, with respect to Issue B, I actually referred to Supra's pending motion under Florida Rule of Civil Procedure 1.540 (there is a subtle distinction), but also stated that notwithstanding that pending motion Supra was willing to negotiate in good faith from BellSouth's template.

With respect to Issue 1, Supra feels strongly about what was and was not arbitrated before the Commission and feels that BellSouth's changes raise new issues. Nevertheless, we acknowledge that you wish to discuss this issue further.

With respect to Issue 7, I was advised by David Nilson that in order to eliminate the possibility of having the "UNE Local Call Flows" be subject to potential change in the future, Supra and BellSouth agreed that they would attach mutually agreed "UNE Local Call Flow" diagrams to Attachment 2 as an exhibit. Hence the reference to Exhibit "B" in paragraphs 2.17.4.3, 6.3.2.2 and 6.3.2.3 in Attachment 2. Dave Nilson advised me that he and Greg Follensbee talked about attaching (as an Exhibit) mutually agreed modified versions of all 96 call flow diagrams which were on BellSouth's web site last fall. As I understand it, agreed upon modifications were to be made to these diagrams before they were included as an Exhibit. Although Greg and Dave started to negotiate the form of these diagrams, because of the time crunch in this Docket, Greg and Dave agreed to resolve the modifications later. With passage of the hearing and subsequent decisions, Greg and Dave simply lost track of finishing this task. During our conversation today, Greg Follensbee mentioned that Dave still needed to approve his proposed Exhibit "B". When Dave look at Greg's proposal, his first comment was that the Exhibit did not contain all of the call flow diagrams, and for many of the diagrams provided, previously agreed upon modifications had not been made. Accordingly, I suggest that Dave and Greg touch base immediately in order to hammer out Exhibit "B" to Attachment 2.

Additionally, the separation of the language placed in paragraphs 6.3.2.2 and 6.3.2.3 from the entire language agreed upon, muddies the fact that the referenced to these specific call flow diagrams was actually meant to address when Supra was required to pay end user line charges. Accordingly, some clarifying language needs to be proposed on these two new paragraphs.

Finally, we also began discussing Issue 13. At first I thought that BellSouth simply forgot to include the agreed upon language, but then you pointed out that Greg Follensbee had already caught this mistake in his recent revisions of June 18th. In reviewing his revised Attachment 2 (of 6/18/02), I confirmed that he had accurately included the agreed language, but needed to check whether the paragraphs he removed made sense in light of the new language added.

Lastly, you advised me that BellSouth was going to request assistance from the Commission in mediating our negotiations over final language. I told you that I hoped that BellSouth would not be representing that Supra was somehow dragging its feet on this matter. We both agreed that going through these changes is very tedious and time-consuming work. We both acknowledge that despite the efforts made by BellSouth to put together this proposed follow-on agreement, that numerous mistakes are nevertheless being discovered as we examine this document at a detailed level. You stated that your complaint was not so much with me, but with the fact that given the

tedious and time-consuming nature of this task, Supra should have began this process back in March. I agree that this is a very tedious and time-consuming task, however, I cannot change the past. Therefore, we just need to try to get through this agreement within the time period allowed by the Commission. In this regard, I hope to get back with you on Friday with further comments.

Happy July 4th!

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 03, 2002 4:44 PM
To: 'mark.buechele@stis.com.'
Cc: Follersbee, Greg
Subject: July 3 Meeting

Mark, this is to confirm our agreements/discussions during our negotiations today.

Issue A - agreed issue was withdrawn (i.e., no language necessary).

Issue B - agreed that the BellSouth template was used as per the order (subject to Supra's outstanding motion for reconsideration).

Issue 1 - OPEN for further discussion.

Issue 2 - agreed with language in GTC Section 18, subject to changing AT&T references to Supra, and subject to changing the language in the 11th/12th line of Section 18.1 to read ". . . recorded usage data as described elsewhere in this Agreement."

Issue 3 - Agreed to change the language in the third paragraph of the settlement language (Att 2, Section 2.6) to read as follows: "When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.23, of this Agreement. Supra may bill it's end users the end user common line charges." The remainder of the language is agreed to, subject to Dave Nilson's confirmation of the call flows in Exhibit B.

Issue 4 - agreed to language in the agreement.

We understand that you will be in depositions all day Friday. We agreed that you would send us any questions you have Friday morning, and we will talk Friday at 4:00 to continue our discussions.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-2794

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White, Nancy

From: Jordan, Parkey
Sent: Friday, July 05, 2002 12:37 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; 'Nilson, Dave'
Subject: RE: July 3 Meeting

Mark, I apologize for leaving issue 13 off the list. We did discuss issue 13 and agreed to the language BellSouth provided.

As for the call flow diagrams, we discussed the diagrams with Dave, but neither Greg nor I have any notes regarding changes to the call flows. Although we will check again, I believe the call flows that were attached to the document are all the call flows BellSouth has, so I'm not sure why Dave thinks there are any missing. In any event, if Dave can identify missing call flows, we will add them, and if he wants to propose modifications to the call flows, we will look at them.

We were expecting to have an email from you this morning outlining additional questions that you had so we could begin working on your issues, but we have not received anything. We will expect to hear from you at 4:00 today.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 03, 2002 7:25 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 3 Meeting

Parkey,

In clarification of your e-mail, with respect to Issue B, I actually referred to Supra's pending motion under Florida Rule of Civil Procedure 1.540 (there is a subtle distinction), but also stated that notwithstanding that pending motion Supra was willing to negotiate in good faith from BellSouth's template.

With respect to Issue 1, Supra feels strongly about what was and was not arbitrated before the Commission and feels that BellSouth's changes raise new issues. Nevertheless, we acknowledge that you wish to discuss this issue further.

With respect to Issue 7, I was advised by David Nilson that in order to eliminate the possibility of having the "UNE Local Call Flows" be subject to potential change in the future, Supra and BellSouth agreed that they would attach mutually agreed "UNE Local Call Flow" diagrams to Attachment 2 as an exhibit. Hence the reference to Exhibit "B" in paragraphs 2.17.4.3, 6.3.2.2 and 6.3.2.3 in Attachment 2. Dave Nilson advised me that he and Greg Follensbee talked about attaching (as an exhibit) mutually agreed modified versions of all 96 call flow diagrams which were on BellSouth's web site last fall. As I understand it, agreed upon modifications were to be made to these diagrams before they were included as an Exhibit. Although Greg and Dave started to negotiate the form of these diagrams, because of the time crunch in this Docket, Greg and Dave agreed to resolve the modifications later. With passage of the hearing and subsequent decisions, Greg and Dave simply lost track of finishing this task. During our conversation today, Greg Follensbee mentioned that Dave still needed to approve his proposed Exhibit "B". When Dave look at Greg's proposal, his first comment was that