

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of : DOCKET NO. 980119-TP

Complaint of Supra Telecommuni-:
cations & Information Systems, :
Inc. against BellSouth :
Telecommunications, Inc. for :
violation of the Telecommuni- :
cations Act of 1966; Petition :
for resolution of disputes as :
to implementation and inter- :
pretation of interconnection, :
resale and collocation :
agreements; and petition for :
emergency relief. :



VOLUME I

Pages 1 through 172

PROCEEDINGS: HEARING

BEFORE: COMMISSIONER J. TERRY DEASON
COMMISSIONER JOE GARCIA
COMMISSIONER E. LEON JACOBS, JR.

DATE: Thursday, April 30, 1998

TIME: Commenced at 9:30 a.m.
Concluded at 6:40 p.m.

PLACE: Betty Easley Conference Center
Room 152
4075 Esplanade Way
Tallahassee, Florida

REPORTED BY: JOY KELLY, CSR, RPR
Chief, Bureau of Reporting

1 **APPEARANCES:**

2 **SUZANNE FANNON SUMMERLIN**, 1311-b Paul
3 Russell Road, #201, Tallahassee, Florida 32301,
4 appearing on behalf of **Supra Telecommunications &**
5 **Information Systems, Inc.**

6 **NANCY B. WHITE**, c/o Nancy Sims, 150 South
7 Monroe Street, Suite 400, Tallahassee, Florida 32301,
8 appearing on behalf of **BellSouth Telecommunications,**
9 **Inc.**

10 **BETH KEATING and JOHN BOWMAN**, Florida Public
11 Service Commission, Division of Legal Services, 2540
12 Shumard Oak Boulevard, Tallahassee, Florida
13 32399-0870, appearing on behalf of the **Commission**
14 **Staff.**

15

16

17

18

19

20

21

22

23

24

25

I N D E X

WITNESSES - VOLUME 1

NAME	PAGE NO.
OLUKAYODE A. RAMOS	
Direct Examination By Ms. Summerlin	8
Prefiled Direct Testimony Inserted	11
Prefiled Amended Direct Inserted	51
Cross Examination By Ms. White	110
Cross Examination By Ms. Keating	128
Redirect Examination By Ms. Summerlin	150
JOHN REINKE	
Direct Examination By Ms. Summerlin	154
Prefiled Direct Testimony Inserted	156
Prefiled Amended Direct Inserted	161
Cross Examination By Ms. White	168

EXHIBITS - VOLUME 1

NUMBER	ID.	ADMTD.
1 Official Notice List	5	5
2 OAR-1 through 14	10	
3 O. A. Ramos's Deposition	109	
4 Late-filed Deposition Exhibits to O.A. Ramos's deposition	109	
5 Supra's Responses to BellSouth's 1st Set of Interrogatories	109	
6 Letter from R. J. Campbell to Mary Jo Peed	125	
2 through 6		153
7 JK-1	155	
8 John Reinke's deposition	168	
7 and 8		171

P R O C E E D I N G S

(Hearing convened at 9:40 a.m.)

COMMISSIONER DEASON: Call the hearing to order. We'll have the notice read, please.

MS. KEATING: By notice issued April 10th 1998 this hearing in Docket No. 980119 complaint of Supra Telecommunications Information Systems against BellSouth regarding implementation and interpretation of the interconnection, resale and collocation agreements. The purpose is as set forth in the notice.

COMMISSIONER DEASON: Take appearances.

MS. WHITE: Nancy White for BellSouth Telecommunications.

MS. SUMMERLIN: Suzanne Summerlin representing Supra Telecommunications and Information Systems, Inc.

MS. KEATING: Beth Keating and John Bowman appearing for Commission Staff.

COMMISSIONER DEASON: Any preliminary matters?

MS. KEATING: Yes, Commissioner, there are a couple of preliminary matters. We have a couple of outstanding motions. One is Supra's April 20th Motion for Continuance.

1 **MS. SUMMERLIN:** Commissioners, Supra has
2 agreed with BellSouth orally today to remove the
3 Motion for Continuance.

4 **COMMISSIONER DEASON:** Very well. Show that
5 that motion has been withdrawn.

6 **MS. KEATING:** The second outstanding motion
7 is BellSouth's Response and Objection to Supra's First
8 Request for Production of Documents and Motion for
9 Protective Order filed April 20th, 1998.

10 **MS. WHITE:** The Motion to Protective Order
11 does not need to be ruled upon because Supra and
12 BellSouth entered into a protective agreement.

13 **COMMISSIONER DEASON:** Very well.

14 **MS. KEATING:** I've got a couple of other
15 administrative matters. One is there are a number of
16 orders that Staff would like the Commission to take
17 official recognition of. These orders are set forth
18 on a list that we've distributed. And in lieu of
19 reading each of these orders into the record, Staff
20 would ask that this be marked as hearing Exhibit 1.

21 **COMMISSIONER DEASON:** It will be so marked
22 and without objection it shall be admitted into the
23 record.

24 (Exhibit 1 marked for identification and
25 received in evidence.)

1 **MS. KEATING:** Thank you. And the last
2 administrative matter that we know of is where Wayne
3 Carnes, who is being called by Supra as an adverse
4 party witness, where he will be in the order of
5 witnesses.

6 **MS. SUMMERLIN:** Supra would like to have
7 Mr. Carnes prior to Marcus Cathey in the order of
8 witnesses.

9 **COMMISSIONER DEASON:** Prior to Marcus
10 Cathey.

11 **MS. SUMMERLIN:** Yes, sir.

12 **MS. WHITE:** I think I object to that because
13 Supra has called this witness, so it's Supra's
14 witness; it's BellSouth's employee but Supra's
15 witness. And what Ms. Summerlin is asking is that he
16 be put in between BellSouth's witnesses and since he's
17 Supra's witness I believe he should go with Supra's
18 witnesses.

19 **COMMISSIONER DEASON:** Staff.

20 **MS. KEATING:** If that's going to be a
21 problem, Staff would suggest that perhaps Mr. Carnes
22 be taken before Mr. Scollard.

23 **MS. WHITE:** That's fine.

24 **COMMISSIONER DEASON:** I'm sorry, before who?

25 **MS. KEATING:** Mr. Scollard. And after

1 Mr. Ramos in rebuttal.

2 MS. SUMMERLIN: That's fine with Supra.

3 MS. WHITE: That's fine with BellSouth.

4 COMMISSIONER DEASON: Okay. Witness Carnes
5 then will be between -- in the rebuttal phase between
6 Ramos and Scollard.

7 Okay. Any other preliminary or
8 administrative matters?

9 MS. KEATING: None that Staff is aware.

10 MS. SUMMERLIN: Commissioners, Supra would
11 like to request a chance to do an opening statement.

12 COMMISSIONER DEASON: Is there an objection?

13 MS. WHITE: Yes, I object on the basis that
14 this case is not a complicated one to warrant an
15 opening statement. It is not needed to assist the
16 panel in reaching their decision. I just found out 20
17 minutes ago that Supra wanted an opening statement and
18 I'm not prepared to give one at this time.

19 COMMISSIONER DEASON: Staff, it's my
20 understanding -- I've reviewed the Prehearing Order
21 and there's no mention in the Prehearing Order that
22 there would be opening statements. Is that correct?

23 MS. KEATING: That is correct.

24 COMMISSIONER DEASON: Request for opening
25 statements is denied. If there had been the desire

1 for opening statements, it should have been discussed
2 at the prehearing conference and an accommodation made
3 and all parties be prepared to have an opening
4 statement.

5 We will now proceed -- unless there are
6 other preliminary matters by the parties? No other
7 preliminary matters.

8 I'm going to ask all witnesses that are
9 present to please stand and raise your right hand.

10 (Witnesses sworn collectively.)

11 **COMMISSIONER DEASON:** Call your first
12 witness.

13 **MS. SUMMERLIN:** Supra calls Olukayode Ramos
14 for our first witness.

15 - - - - -

16 **OLUKAYODE A. RAMOS**

17 was called as a witness on behalf of Supra
18 Telecommunications & Information Systems, Inc. and,
19 having been duly sworn, testified as follows:

20 **DIRECT EXAMINATION**

21 **BY MS. SUMMERLIN:**

22 **Q** Mr. Ramos, are you the same O. A. Ramos who
23 prefiled direct and amended direct testimony in this
24 proceeding?

25 **A** Yes, ma'am.

1 Q Did your amended direct testimony consist of
2 50 pages?

3 A Yes, ma'am.

4 Q Did you prefile rebuttal testimony
5 consisting of four pages?

6 A Yes, ma'am.

7 Q Did you prefile exhibits OAR-1 through
8 OAR-14 in this proceeding?

9 A Yes, ma'am.

10 Q Were these exhibits prepared by you or under
11 your direct supervision?

12 A Yes, ma'am.

13 **MS. SUMMERLIN:** I would ask Mr. Ramos's
14 prefiled exhibits OAR-1 through 14 be identified for
15 the record.

16 **COMMISSIONER DEASON:** His prefiled direct
17 has exhibits 1 through 10; is that correct?

18 **MS. SUMMERLIN:** Yes, sir.

19 **COMMISSIONER DEASON:** Okay. Now, 11 through
20 14 is in the amended direct?

21 **MS. SUMMERLIN:** In the amended direct.

22 **COMMISSIONER DEASON:** And you wish to have
23 all of those identified as one composite?

24 **MS. SUMMERLIN:** That's right.

25 **COMMISSIONER DEASON:** That will be

1 identified as Composite Exhibit 2.

2 (Composite Exhibit 2 marked for
3 identification.)

4 (REPORTER'S NOTE: For the convenience of the
5 record, the direct and amended direct prefiled testimony has
6 been inserted here.)

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 980119-TP

DIRECT TESTIMONY OF OLUKAYODE A. RAMOS

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

March 25, 1998

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Olukayode A. Ramos. My business address is
2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am Chief Executive Officer of Supra Investments
Limited, a holding company that owns Supra
Telecommunications & Information Systems, Inc. ("Supra").
I am also Chief Executive Officer of Supra.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
EXPERIENCE.

A. I received a Bachelor of Science degree in Accounting
from the University of Lagos June 1981. In 1982, I became
a Certified Public Accountant and a member of the
Association of Chartered Certified Accountants in England
and Wales. I also attended the London School of
Accountancy for graduate studies. I have attended
extensive management training programs with Motorola,
Lucent, Nortel, Bellcore, Alcatel, BellSouth, AT&T, Bell
Atlantic, Dialogic, Nokia, Xerox, and others.

1 I incorporated the Supra group of companies in Nigeria
2 in 1983 while working for the Nigerian government in a
3 utility company, the Nigerian Sugar Company, Limited. The
4 Nigerian Sugar Company, Limited, employs over 30,000
5 employees generating annual revenue of 50.4 billion Naira
6 or \$630 million. I served as the Chief Financial Officer
7 of the Nigerian Sugar Company, Limited, from 1982 through
8 to 1991 when I resigned to pursue a career in the private
9 sector. While working for the Nigerian Sugar Company, I
10 obtained a great deal of experience working with the
11 Nigerian government and multi-national corporations. I sat
12 on the boards of directors of several companies. I
13 authored a report that established the basis of a national
14 policy on sugar by the Nigerian government.

15 In July 1983 I organized and became the Chief
16 Executive Officer of Supra Investments Limited, a
17 privately-owned holding company engaged in investment and
18 merchandising activities including banking and finance, oil
19 exploration, real estate, rubber production, marketing and
20 manufacturing of specialized telecommunications equipment,
21 importation of industrial chemicals, steel products, pulp
22 and generators.

23 I have managed the diverse activities of Supra
24 Investments Limited for the past fifteen years. In 1994, I
25 incorporated Supra Telecommunications & Information
26 Systems, Inc., in the State of Florida. Supra

1 Telecommunications & Information Systems, Inc., was
2 incorporated initially for the manufacture and sale of
3 telecommunications equipment. Upon certification by the
4 Florida Public Service Commission as an alternative local
5 exchange carrier (ALEC) in April 1997, Supra
6 Telecommunications & Information Systems, Inc., embarked on
7 the provision of alternative local exchange services.

8 I have also managed a number of other business
9 enterprises including Amalgamated Oil (Nigeria) Ltd. and
10 Acclaim Mortgage bank, both of which have annual revenues
11 in the millions. My extensive accounting and managerial
12 experience has been helpful in establishing Supra
13 Telecommunications & Information Systems, Inc., as an
14 alternative local exchange company.

15

16 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

17 A. I have resigned from my direction of the daily
18 activities of Supra Investments Limited to permit me to
19 apply myself full time to the management of Supra
20 Telecommunications & Information Systems, Inc.'s
21 alternative local exchange company business in Miami,
22 Florida. As Chief Executive Officer of Supra, I am
23 responsible for all aspects of Supra's operations and
24 financial performance. Persons under my direct supervision
25 and control provide me operational results on a daily basis
26 of BellSouth's performance on all aspects of Supra's

1 resale, collocation, and interconnection agreements with
2 BellSouth.

3

4 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

5 A. The purpose of my testimony is to address the issues
6 identified in this proceeding. My testimony will provide
7 additional information regarding Supra's business
8 relationship with BellSouth and BellSouth's failure to
9 negotiate in good faith with Supra. I will address
10 BellSouth's failure to comply with the terms and conditions
11 of the resale, collocation, and interconnection agreements
12 Supra has entered into with BellSouth and the impact such
13 failure has had on Supra's business and operational
14 performance. I will also address how BellSouth has
15 designed the resale program to assure that resellers of
16 local telephone service cannot succeed.

17

18 Q. WERE YOU PERSONALLY INVOLVED IN THE EXECUTION OF THE
19 AGREEMENTS BETWEEN SUPRA AND BELL SOUTH?

20 A. Yes, I was personally involved with the execution of the
21 resale, collocation, and interconnection agreements Supra
22 has entered into with BellSouth. I discussed these
23 agreements with various BellSouth employees and I executed
24 each of these agreements on behalf of Supra.

25

26 Q. CAN YOU SUMMARIZE SUPRA'S COMPLAINTS AGAINST BELL SOUTH?

1 A. Yes, Supra's complaints against BellSouth begin with the
2 initial contact Supra had with BellSouth regarding the
3 agreement for the resale of BellSouth's local telephone
4 service by Supra that was executed in May 1997.

5 BellSouth's employees simply presented one agreement and
6 stated that this was the best choice for Supra. This was
7 the same approach taken by BellSouth's employees in regard
8 to the agreement for collocation, entered into in July
9 1997. I sent a letter to BellSouth in early September 1997
10 requesting negotiation of an interconnection agreement with
11 BellSouth. Mr. John Reinke also sent a follow up letter in
12 October 1997. See exhibits OAR-1 and OAR-2 attached
13 hereto. As a result of statements by BellSouth employees,
14 specifically Marcus Cathey and Pat Finlen, that Supra could
15 not obtain an interconnection agreement that would be
16 superior to the existing agreements already obtained by
17 AT&T and MCI and that BellSouth would simply not negotiate
18 rates different than those set by the Florida Public
19 Service Commission in the arbitration proceeding between
20 BellSouth and AT&T and MCI set out in Order No. PSC-96-
21 1579-FOF-TP, I executed the current interconnection
22 agreement in October 1997. The BellSouth position
23 regarding not being able to negotiate different rates with
24 Supra was later memorialized in a letter from a BellSouth
25 employee. See exhibit OAR-3 attached hereto. BellSouth's
26 employees represented that it was foolish for Supra to

1 attempt to negotiate any type of agreement on its own. In
2 conversations in late September 1997, BellSouth's
3 employees, specifically Marcus Cathey and Pat Finlen,
4 stated that there would be no negotiation of the sale of
5 BellSouth's dark fiber. BellSouth's employees, Marcus
6 Cathey, Pat Finlen, J.C. Bledsoe, and Ron Owen, also
7 stated, in many conversations from late September through
8 November 1997, that BellSouth would not agree to resell its
9 billing service to Supra. All of these BellSouth employees
10 stated in numerous conversations that no issue would be
11 negotiated in Supra's favor beyond what had already been
12 negotiated by AT&T and MCI. For these reasons, I executed
13 the three agreements that Supra currently has with
14 BellSouth.

15 Supra's most serious complaint against BellSouth is
16 that it refused to negotiate in good faith the rates,
17 terms, and conditions of the agreements Supra has with
18 BellSouth. For this reason, Supra believes the Florida
19 Public Service Commission should set aside the existing
20 agreements and permit Supra to arbitrate the rates, terms
21 and conditions of its interconnection, resale, and
22 collocation agreements with BellSouth. Not one word of
23 these three agreements was written by Supra or changed to
24 fit Supra's needs. It was clearly communicated to me by
25 BellSouth's employees that this would not happen.

26 Not only did BellSouth fail to negotiate in good

1 faith, but in these three agreements, BellSouth has drafted
2 language that provides that BellSouth may amend any rates,
3 terms, or conditions if it succeeds in later arbitration
4 proceedings to obtain more favorable rates, terms, and
5 conditions. These arbitration proceedings are ones in
6 which Supra will not be permitted to participate. Supra,
7 however, will only be given the opportunity to adopt, in
8 whole, any later agreements BellSouth's enters into. Thus,
9 BellSouth is permitted to continue to litigate the rates,
10 terms, and conditions of these agreements, but Supra is
11 not.

12 In addition, Supra is complaining that BellSouth has
13 failed to abide by the terms and conditions of the existing
14 agreements such that Supra has been severely hampered in
15 its efforts to provide alternative local exchange service
16 to the point of being practically put out of business.
17 Part A, Section 4, of the Interconnection Agreement states
18 as follows:

19 Parity

20 *The services and service provisioning*
21 *that Bellsouth provides Supra*
22 *Telecommunications & Information*
23 *Systems, Inc., for resale will be at*
24 *least equal in quality to that provided*
25 *to BellSouth, or any BellSouth*
26 *subsidiary, affiliate or end user. In*

1 connection with resale, BellSouth will
2 provide Supra Telecommunications &
3 Information Systems, Inc. with pre-
4 ordering, ordering, maintenance and
5 trouble reporting, and daily usage data
6 functionality that will enable Supra
7 Telecommunications & Information
8 Systems, Inc. to provide equivalent
9 levels of customer service to their
10 local exchange customers as BellSouth
11 provides to its own end users.
12 BellSouth shall also provide Supra
13 Telecommunications & Information
14 Systems, Inc. with unbundled network
15 elements, and access to those elements,
16 that is at least equal in quality to
17 that which BellSouth provides
18 BellSouth, or any BellSouth subsidiary,
19 affiliate or other ALEC. BellSouth
20 will provide number portability to
21 Supra Telecommunications & Information
22 Systems, Inc. and their customers with
23 minimum impairment of functionality,
24 quality, reliability and convenience.

25 Supra is complaining that BellSouth has violated the
26 above provision of the interconnection agreement by not

1 providing Supra "pre-ordering, ordering, maintenance and
2 trouble reporting, and daily usage data functionality" that
3 will permit Supra to offer local exchange service
4 equivalent to that provided by BellSouth. BellSouth has
5 also failed to provide Supra with "access to unbundled
6 network elements" that is equal in quality to that provided
7 by BellSouth to itself. BellSouth has also failed to
8 provide Supra number portability with "minimum impairment
9 of functionality, quality, reliability and convenience."
10 There are numerous issues related to the problems Supra has
11 experienced in its relationship with BellSouth. These
12 problems will be addressed under the appropriate issues
13 below.

14
15 Q. WHY DO YOU SAY THAT THE BELLSOUTH RESALE PROGRAM IS
16 DESIGNED TO ASSURE THAT RESELLERS CANNOT SUCCEED?

17 A. I say this because, under BellSouth's resale program, an
18 ALEC that is reselling BellSouth's local telephone service
19 must fax an order for service to BellSouth and wait a
20 minimum of 48 hours for a Firm Order Confirmation. It is
21 only at the point of receiving the Firm Order Confirmation
22 that the ALEC/reseller will know what the due dates will be
23 for the service to be provisioned. From that point,
24 BellSouth has two days to actually provision the service.
25 This means that the absolute earliest time period in which
26 a reseller can have service provisioned to a customer is

1 four business days. In contrast, BellSouth provisions its
2 customers' service within two business days of the customer
3 contact. In this situation, an ALEC like Supra that is
4 reselling BellSouth's local phone service cannot possibly
5 compete effectively.

6
7 Q. HOW IS YOUR TESTIMONY STRUCTURED?

8 A. I will address each of the issues as identified in this
9 proceeding except for Issues 1, 2, 3, 6, and 8, which the
10 Prehearing Officer determined should not be considered in
11 this proceeding.

12
13 ISSUE NO. 4: HAS BELL SOUTH FAILED TO PROPERLY IMPLEMENT
14 THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,
15 COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT
16 SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY
17 WITH THAT WHICH BELL SOUTH PROVIDES:

- 18 a. BILLING REQUIREMENTS;
19 b. TELEPHONE NUMBER ACCESS;
20 c. PROVISION OF DIAL TONE;
21 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS
22 (OSS) AND OSS INTERFACES (ORDERING AND
23 PROVISIONING, INSTALLATION, MAINTENANCE AND
24 REPAIR);
25 e. NOTIFICATION REQUIREMENTS;
26 f. TIMELINESS OF INSTALLATION, REPAIR, AND

1 **MAINTENANCE.**2 **a. Billing Requirements**

3 A. BellSouth has so seriously failed to implement the
4 billing requirements provisions of the agreements it has
5 with Supra that Supra has had no possibility of providing
6 local exchange service on parity with BellSouth.

7 BellSouth was not and is not prepared to handle an
8 ALEC account as a reseller of local exchange telephone
9 service. BellSouth has, therefore, utilized its "Club
10 Billing" program to bill Supra. Club Billing is used by
11 BellSouth for corporate customers with many lines
12 subordinate to one main line. Club Billing is not the
13 proper billing program for an alternative local exchange
14 carrier. This is because Club Billing utilizes the DAB,
15 the Diskette Analyzer Bill, which does not provide the
16 appropriate types of information needed by an ALEC to
17 efficiently and timely bill its customers. DAB is designed
18 to give one bill with detail on various earning numbers
19 pertaining to one main earning number. DAB does not give
20 key information, such as city and zip code, necessary for
21 an ALEC to generate the ALEC's billing. The reason DAB
22 does not provide the complete customer service address is
23 that DAB is intended for Club Billing customers who do not
24 need to send out bills for the subordinate earning numbers.
25 It took the BellSouth account representatives two weeks to
26 determine that the magnetic billing tape sent to Supra, as

1 a Club Billing customer, did not contain the customer
2 service address information.

3 When a customer changes his service from BellSouth to
4 Supra, BellSouth reflects the customer's address as Supra's
5 address and thus removes from the database the customer's
6 original billing address information which is critical to
7 Supra as an ALEC.

8 The BellSouth bill that is sent to regular residential
9 customers contains certain monthly charges, such as
10 Emergency 911, innotrac, Florida 511, etc., per earning
11 number. In the DAB bill sent to Supra, these monthly
12 charges are aggregated in the main billing account and not
13 set out for each earning number. This is also true for
14 taxes which are aggregated in the main billing account for
15 Supra. As an ALEC, Supra needs this information set out
16 per earning number.

17 Each BellSouth feature or service, such as Caller ID,
18 Business or Residential Line, Rewiring, etc., is provided
19 by a specific Uniform Service Order Code (USOC). As a
20 result of the fact that Supra is reselling BellSouth's
21 service, BellSouth is required to discount some of these
22 items and not others. BellSouth has not provided adequate
23 information as to which of the USOC codes are discounted
24 and which are not. This is critical to Supra as Supra, in
25 turn, discounts its service to its customers and to make an
26 accurate discount, Supra must be able to determine whether

1 a particular USOC code represents a discounted charge or
2 not.

3 In our first billing cycle we received billing data
4 from BellSouth in a format we could not understand. Rather
5 than supplying CLEC-specific billing information, BellSouth
6 treats Supra and its customers as if they were one large
7 company, with many extension lines. As such the entire
8 billing system only considers one billable customer, Supra.
9 As a result, there is no adequate customer information
10 supplied. We do receive a service address for each phone,
11 but this is only available in one out of ten report
12 formats. It took several months of digging to locate this
13 rudimentary customer information. The other report formats
14 export garbage resembling database table links, often in an
15 illegal ASCII export format, which then has to be edited by
16 hand before it can be imported into our billing system.

17 The problem is that the service address is not always
18 the correct billing address, sometimes they are separated
19 by 1,500 miles. In addition, these addresses are only give
20 the street. No customer name, city, state, or zip code
21 information is supplied.

22 BellSouth has all of this information in its database.
23 When a customer changes to Supra, the billing address is
24 changed to Supra's address. This complication is
25 frustrating, as Supra no longer has the same customer
26 information available as when the customer was a BellSouth

1 customer. Even worse, BellSouth retains this information
2 and "hides" it from Supra. As proof of this, we notice
3 that when Supra processes a change order to send the
4 customer back to Bellsouth, all of the correct address
5 information appears immediately upon the order changeover.
6 This occurs without Supra or BellSouth performing this data
7 entry, so we know it is being refreshed from a master
8 database that is not available to Supra for its resale
9 customers.

10 The problems associated with having to manually type
11 out the first months' bills, using address information that
12 was either limited or just plain inadequate, coupled with
13 our inability to present a detailed, itemized bill to
14 Supra's customers has caused great customer
15 dissatisfaction. See exhibit OAR-4 attached hereto which
16 is an example of a manually-typed Supra bill. Indeed, we
17 lost 75% to 90% of our existing customer base during this
18 initial time period.

19 Not only did BellSouth cause Supra great problems
20 billing its customers, but BellSouth's errors resulted in
21 Supra being billed for BellSouth lines. See exhibit OAR-5
22 attached hereto which contains a compilation of BellSouth
23 lines for which Supra was billed in its second billing.

24 Supra has spent a good deal of time and effort
25 contacting several companies including Perrine, Billing
26 Concept, Inc. of San Antonio, Texas, and Lesser Triff

1 Consulting of Miami, Florida, and Saville, Inc., among
2 others, in an attempt to have software developed that can
3 interface with BellSouth's billing software, but these
4 efforts were unsuccessful for various reasons. Perrine
5 wrote the billing software utilized by BellSouth. Perrine
6 is no longer in business. Negotiations with the other
7 companies ran into difficulties on various points.

8 Every time Supra has faced a problem or a question
9 regarding billing, the answer from BellSouth's support
10 personnel has been that the answer is not available.
11 BellSouth's employees refer the question to some other
12 employee and it takes a very long time to solve each and
13 every issue that arises.

14 It is important to understand the myriad types of
15 effects caused by these billing problems. Because Supra
16 personnel were endlessly involved in trying to resolve
17 these billing issues, they were not available to perform
18 other essential duties. Because Supra could not get the
19 information it needed, Supra could not send out accurate
20 bills to its customers in a timely and efficient fashion.
21 Because Supra's bills did not go out in a timely and
22 accurate fashion, many customers had forgotten that they
23 had switched their service to Supra and then called
24 BellSouth to complain. BellSouth's customer service
25 representatives then told them that they should file a
26 complaint with the Florida Public Service Commission

1 because BellSouth did not know anything about Supra.
2 Customers who did remember they had switched to Supra were
3 unhappy because they received bills that were not accurate
4 and were not timely. Many customers then refused to pay
5 their bills to Supra. BellSouth customer service
6 representatives often told customers they did not have to
7 pay their bills to Supra if they disputed the amounts of
8 the bills. All of this resulted in customers not paying
9 Supra for services received, Supra being billed by
10 BellSouth for those services, and Supra having many
11 complaints filed at the Florida Public Service Commission,
12 complaints which might have been avoided if Supra had been
13 able to speak with those customers prior to BellSouth
14 sending them to the Commission and if Supra had been
15 permitted to focus on its provision of local exchange
16 telephone services and not on billing issues with
17 BellSouth. It is not possible to adequately quantify the
18 devastating effects on Supra from BellSouth's unwillingness
19 to provide Supra adequate and reasonable billing
20 information and assistance in Supra's billing processes as
21 an alternative local exchange carrier and not simply a
22 corporate customer. I will discuss the adjustment to our
23 bills from BellSouth that I believe is appropriate, however
24 this adjustment does not begin to address the problems
25 BellSouth has caused us with these billing issues.

26

1 **b. Telephone Number Access**

2 A. Paragraph 1 of Attachment 5 of the Interconnection
3 Agreement, provides:

4 *Non-Discriminatory Access to Telephone Numbers*

5 *BellSouth currently serves as a North*
6 *American Numbering Plan Administrator*
7 *for its territory. During the term of*
8 *this Agreement, and while BellSouth*
9 *continues to serve as the numbering*
10 *plan administrator, BellSouth will*
11 *ensure that Supra Telecommunications &*
12 *Information Systems, Inc., whether*
13 *facilities-based or reseller, has*
14 *nondiscriminatory access to telephone*
15 *numbers for assignment to their*
16 *customers under the same terms that*
17 *BellSouth has access to telephone*
18 *numbers.*

19 BellSouth has not provided Supra number availability on the
20 same basis that BellSouth provides for itself. In
21 BellSouth's Resale Ordering Guide for CLECs, pages 2-4,
22 BellSouth states that CLECs could reserve a maximum of 100
23 telephone numbers per CILLI (Common Language Location
24 Identification, a.k.a. Central Offices). On October 13,
25 1997, Supra faxed correctly filled out forms from the
26 Resale Ordering Guide to a 1-800 fax line provided on the

1 form requesting reservation of 100 telephone numbers each
2 for approximately 57 CLLI in South Florida. (See composite
3 exhibit OAR-6 containing pages from BellSouth's Ordering
4 Guide for CLECs and faxes and forms sent by Supra to
5 BellSouth.) This request was also brought to the attention
6 of Mr. Wayne Carnes, the BellSouth account representative
7 assigned to Supra. A couple of days later, Supra received
8 a reply from BellSouth that this request was supposed to be
9 faxed to the BellSouth LCSC in Birmingham, Alabama. On
10 October 20, 1997, Supra faxed the correctly filled out
11 forms to BellSouth's LCSC in Birmingham, Alabama, at the
12 same time informing BellSouth's employee, Theresa Gentry, a
13 Supervisor, of Supra's request. About a week later, Supra
14 received a call from BellSouth stating that the forms Supra
15 used in requesting telephone number reservation are not in
16 use any more by BellSouth. New forms were requested, but
17 none was received from BellSouth. An additional week
18 later, a call was received from BellSouth's LCSC resale
19 group supervisor, Theresa Gentry, stating that we cannot
20 reserve 100 numbers per CLLI. She also stated that we
21 could only make a reservation of six telephone numbers on
22 LENS per each Local Service Request. On November 4, 1997,
23 Supra employee, Mr. Brad Hamilton, was told by Ms. Cheryl
24 Story, a trainer for BellSouth, during a LENS training
25 class, that the maximum number of lines that can be
26 reserved through LENS is 6 phone numbers for a duration of

1 9 days. This information was also given in the LENS User
2 Guide on page 25. As to number availability on LENS, most
3 of the time numbers that are supposedly available on LENS
4 are already assigned by BellSouth to its customers. Supra
5 has always had to wait long periods to give a new customer
6 a telephone number when it takes BellSouth seconds to
7 provide a telephone number for its own new customers.

8
9 c. Provision of Dial Tone;

10 A. In his testimony, Mr. John Reinke will address the
11 problems Supra has experienced related to loss of dial
12 tone.

13
14 d. Electronic Access to Operational Support Systems (OSS)
15 and OSS Interfaces (Ordering and Provisioning,
16 Installation, Maintenance, and Repair);

17
18 A. Paragraph 1 of Attachment 6 of the Interconnection
19 Agreement states as follows:

20 Quality of Ordering and Provisioning
21 *BellSouth shall provide ordering and*
22 *provisioning services to Supra*
23 *Telecommunications & Information*
24 *Systems, Inc., that are equal to the*
25 *ordering and provisioning services*
26 *BellSouth provides to itself or any*

1 other ALEC, where technically feasible.
2 Detailed guidelines for ordering and
3 provisioning are set forth in
4 BellSouth's Local Interconnection and
5 Facility Based Ordering Guide and
6 Resale Ordering Guide, as appropriate,
7 and as they are amended from time to
8 time during this Agreement.

9
10 Paragraph 2 of Attachment 6 of the Interconnection
11 Agreement states as follows:

12 Access to Operational Support Systems.

13 BellSouth shall provide Supra
14 Telecommunications & Information
15 Systems, Inc. access to several
16 operations support systems. Access to
17 these support systems is available
18 through a variety of means, including
19 electronic interfaces. BellSouth also
20 provides the option of placing orders
21 manually (e.g, via facsimile) through
22 the Local Carrier Service Center. The
23 operations support systems available
24 are:

25 Pre-Ordering.

26 BellSouth provides electronic access to

1 the following pre-ordering functions:
2 service address validation, telephone
3 number selection, service and feature
4 availability, due date information, and
5 upon Commission approval of
6 confidentiality protections, to
7 customer record information. Access is
8 provided through the Local Exchange
9 Navigation System (LENS). Customer
10 record information includes any and all
11 customer specific information,
12 including but not limited to, customer
13 specific information in CRIS and RSAG.

14 . . .

15 Service Ordering and Provisioning.

16 BellSouth provides electronic options
17 for the exchange of ordering and
18 provisioning information. BellSouth
19 provides and (sic) Electronic Data
20 Interchange (EDI) arrangement for
21 resale requests and certain unbundled
22 network elements. As an alternative to
23 the EDI arrangement, Bellsouth also
24 provides through LENS an ordering and
25 provisioning capability that is
26 integrated with the LENS pre-ordering

1 *capability.*

2 *Service Trouble Reporting and Repair.*

3 *Service trouble reporting and repair*
4 *allow Supra Telecommunications and*
5 *Information Systems, Inc., to report*
6 *and monitor service troubles and obtain*
7 *repair services. BellSouth shall offer*
8 *Supra Telecommunications and*
9 *Information Systems, Inc. service*
10 *trouble reporting in a non-*
11 *discriminatory manner that provides*
12 *supra Telecommunications and*
13 *Information systems, Inc. the*
14 *equivalent ability to report and*
15 *monitor service troubles that BellSouth*
16 *provides to itself. BellSouth also*
17 *provides Supra Telecommunications and*
18 *Information Systems, Inc. an estimated*
19 *time to repair, an appointment time or*
20 *a commitment time, as appropriate, on*
21 *trouble reports. BellSouth provides*
22 *two options for electronic trouble*
23 *reporting. For exchange services,*
24 *BellSouth offers Supra*
25 *Telecommunications & Information*
26 *Systems, Inc. access to the Trouble*

1 *Analysis Facilitation Interface (TAFI).*

2 *For individually designed services,*

3 *BellSouth provides electronic trouble*

4 *reporting through an electronic*

5 *communications gateway.*

6 BellSouth has failed to provide ordering and provisioning
7 to Supra that is equal to that BellSouth provides to
8 BellSouth. One primary reason for this is that BellSouth
9 has refused to provide acceptable electronic interfaces for
10 Supra to access BellSouth's operational support systems.
11 BellSouth refuses to use the electronic interface equipment
12 that Supra has purchased. BellSouth's systems are
13 practically impossible for Supra to interface with because
14 BellSouth has chosen to make it so. These systems are
15 absolutely critical to Supra being able to provide local
16 exchange telephone service at all, much less local
17 telephone service that is equivalent to that provided by
18 BellSouth.

19 The Web-based Local Exchange Navigational System
20 (LENS) was provided as the primary system for change orders
21 between Supra and BellSouth. We started putting orders
22 through LENS, but had not received all of the "rules,"
23 written and unwritten, for using LENS. We had never been
24 told that LENS cannot accept orders for more than six
25 lines. This is not mentioned anywhere online, checked for
26 in the transaction processing of LENS, or announced as an

1 error. Orders for more than six lines are swallowed up by
2 the system and look just like an accepted order for one
3 line. A major problem is that all business PBX, CENTREX
4 and associated customers typically have more than six
5 lines. So all of our lucrative business orders that were
6 placed sat unprocessed, with the entered data lost or
7 discarded. This required extensive follow-up calls and we
8 were often told that there was no record of our order many
9 days after it was submitted. We finally found out that all
10 of these orders must be submitted manually, but not until
11 after a number of business customers cancelled their
12 relationship with Supra due to "our" inability to deliver
13 the product that we had advertised ourselves able to
14 deliver.

15 Orders faxed to BellSouth are often lost. After the
16 mandatory waiting time to turn up new service has passed,
17 we call BellSouth for a status only to find out that the
18 order has "never been received, please fax it again." On
19 occasion, after a second faxing, the order is "still not
20 received, please fax it again." With a normal two day
21 (maximum) processing time per the interconnection
22 agreement, new service accounts have been delayed twelve to
23 thirteen days in this manner. See composite exhibit OAR-7
24 containing Supra Tracking and Inquiry Forms illustrating
25 some of the many problems Supra has had with BellSouth's
26 ordering and provisioning services.

1 e. Notification Requirements;

2 A. Supra has regularly experienced events and problems in
3 its operations as a result of not receiving any notice
4 ahead of time from BellSouth. One example of this problem
5 is that BellSouth changes the password for the use of its
6 LENS system on a random basis without notifying Supra.
7 Supra is dependent upon the LENS system to perform its
8 basic functions and without such notice, Supra is
9 completely unable to order service for new customers or any
10 of the other activities for which it must, as a reseller,
11 rely on BellSouth.

12 Supra has continually requested, in correspondence and
13 in conversations with BellSouth employees, notification on
14 all customer changes, drops, etc., that are processed by
15 BellSouth. Supra has never received such notification on a
16 timely and accurate basis.

17 Attached as composite exhibit OAR-8 are three reports
18 entitled "PIC Adds/Disconnects Report-BellSouth" run on
19 January 23, 1998, February 6, 1998, and February 13, 1998.
20 These reports were generated by BellSouth and were sent to
21 Supra apparently in response to Supra's continuing request
22 for reports of daily activities that would show which
23 customers had switched to Supra, which customers had gone
24 back to BellSouth, etc. From a superficial review of these
25 reports, it is clear they are intended to serve long
26 distance carriers. These reports are not intended nor

1 designed to provide an alternative local exchange carrier
2 with the daily activity information it needs. Beyond this,
3 these reports are full of errors. When the information is
4 checked against the LENS system, it does not match up.
5 Supra has no way of knowing whether the LENS system is
6 inaccurate or whether the reports are inaccurate. By
7 analysis of the February 13, 1998, report, comparing it to
8 LENS and Supra customer documents, and to actual requested
9 transaction documents, Supra determined that 10% of the 60
10 entries included an incorrect telephone number, a 55%
11 mismatch on who the customer belongs to, Supra or
12 BellSouth, 30% erroneous EC Order Numbers, 13% erroneous
13 Conversion Date, 55% erroneous IC Reference Number, and 3%
14 erroneous business/residence flag. In preparing this
15 analysis, Supra noted that in some cases the BellSouth
16 report agreed with Supra records, while LENS did not. In
17 other cases, we found a disagreement between the two
18 systems claiming the customer had switched back to
19 BellSouth. In most of these cases, Supra is unable to
20 verify this because we have not been notified. This
21 highlights the fact that LENS itself is often wrong. As
22 LENS is the only BellSouth operational support system Supra
23 has at its disposal, the fact that it is often three weeks
24 behind in incorporating customer change information means
25 that Supra has no valid information available to talk with
26 customers. It is obvious that we often do not even know

1 that a customer is not ours for several weeks after the
2 event, further complicating submittal of last bill,
3 connect/disconnect charge, etc.

4 BellSouth has begun sending an additional letter to
5 Supra to inform us that a customer has switched back to
6 BellSouth. We receive this letter three weeks after the
7 switch making it impossible to use this information for the
8 last bill and disconnect charge purposes.

9 All of this lack of notification contrasts with
10 BellSouth's superior position in that BellSouth is informed
11 of a customer change by Supra before the change takes
12 place. This puts BellSouth in a position to deny the
13 conversion, to prepare additional billing, and to send out
14 a letter to the customer at the point of conversion. Supra
15 is informed weeks after a conversion, the information is
16 often inaccurate and must constantly be manually verified
17 against a source that is itself full of errors and delays
18 in updating new information. Supra is unable to properly
19 close out customers accounts, to prepare final billing in a
20 timely fashion, or even to get compensated for disconnect
21 charges due to the lateness of the BellSouth notification.
22 This is having an incredibly detrimental financial and
23 business impact on Supra. The electronic interoperation
24 between separate business entities that is demonstrated by
25 the interoperation between airlines, travel agents, hotels,
26 and cruise lines daily shows that the technology has been

1 available for years. Certainly BellSouth should be on the
2 cutting edge of such technology.

3
4 **f. Timeliness of Installation, Repair, and Maintenance.**

5 **A.** BellSouth has failed to meet requests for installation
6 of new services, as well as requests for repair and
7 maintenance of existing services, on a basis equivalent to
8 that which BellSouth provides for its own customers. See
9 exhibit OAR-9 attached hereto containing actual intervals
10 for provisioning of service by BellSouth for Supra's
11 customers.
12
13

14 When Supra customers dial 611 for service, they are
15 immediately connected to BellSouth's repair center, not to
16 Supra's repair line. At this point, the BellSouth repair
17 people inform the customer that they cannot do anything for
18 the customer because they are a Supra customer, that
19 BellSouth does not know how to connect them to Supra's
20 repair services, and suggesting that if they would just
21 speak to BellSouth customer service and switch back to
22 BellSouth, BellSouth could have a repair crew out to their
23 location in two hours. This gives BellSouth an unfair
24 advantage to win back accounts when they are at their most
25 vulnerable--when the customer is in need of repair. If the
26 Supra Sales Department was given the opportunity to talk to
27 each dissatisfied BellSouth customer when they initially
28 called for repairs, this would certainly give Supra a great

1 advantage. Furthermore, the BellSouth repair personnel
2 know that if a customer of an ALEC reselling BellSouth's
3 service calls, it will be BellSouth personnel that will fix
4 the service outage. This information is not communicated
5 to the customer. Requiring the manual processing of the
6 great majority of the communications that must go between
7 BellSouth as the Incumbent LEC and Supra as the ALEC
8 reselling BellSouth's services, when electronic means are
9 available and the industry norm, is a clear violation of
10 BellSouth's duty to provide Supra the access to its network
11 and services that will make it possible for Supra to
12 provide local phone service on a level comparable to that
13 provided by BellSouth to its customers.

14 Supra customers have had to wait up to four weeks to
15 have phone services hooked up. When a Supra customer
16 complains, BellSouth may take as long as 24 hours or
17 several days to fix the trouble, when, for its own
18 customers, BellSouth takes an average of two hours to
19 respond to trouble complaints. BellSouth has not provided
20 Supra appropriate access to BellSouth's operational support
21 systems that would permit Supra to properly electronically
22 submit its ordering and provisioning, installation,
23 maintenance and repair requests. Mr. Brad Hamilton will
24 address this issue in greater detail in his testimony.

25
26 **ISSUE NO. 5: HAS BELL SOUTH PROVIDED ADEQUATE WRITTEN**

1 RULES, REGULATIONS, CODES, INSTRUCTIONS, DESCRIPTIONS OF
2 PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE,
3 AND ACTUAL SUPPORT SERVICE, OR MADE ANY MODIFICATIONS OF
4 PROCEDURES, IF NECESSARY, IN TIMELY FASHION, TO PERMIT
5 SUPRA TO UNDERSTAND AND UTILIZE EFFECTIVELY BELLSOUTH'S
6 PROCEDURES FOR BILLING, ORDERING, PROVISIONING,
7 INSTALLATION, REPAIR, ETC., THAT ARE ESSENTIAL TO SUPRA'S
8 ABILITY TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH
9 BELLSOUTH?

10
11 A. No, BellSouth has not provided adequate written rules,
12 regulations, codes, instructions, descriptions of
13 procedures, other written materials, technical guidance,
14 actual support service, nor made any modifications of its
15 procedures to enable Supra to effectively utilize
16 BellSouth's procedures for billing, ordering, provisioning,
17 installation, repair, etc.

18 BellSouth has offered training for CLEC employees and
19 Supra has taken advantage of many training classes. Indeed
20 Supra has spent at least \$101,338.56 on training with
21 BellSouth. However, these training classes have been very
22 unsatisfactory. The trainers often do not know the answers
23 to questions that Supra raises.

24 Supra employees attended CLEC training at BellSouth in
25 Birmingham, Alabama. Chief among the topics covered was
26 the need to eliminate order acceptance and processing

1 problems. It was presented that Supra must fill out a
2 specific standard form and fax it to BellSouth, as the
3 electronic systems could not be relied upon. As Supra had
4 already had bad experiences with BellSouth not accepting
5 these forms from us, the employees asked for clarification
6 and instructions on filling out the form correctly so that
7 Supra could get them processed the first time. The
8 employees were told that "it was not the responsibility"
9 [of the CLEC trainer] "to teach us how to fill out the
10 form." This was a BellSouth form which Supra, as an ALEC,
11 was being required to utilize to request services from
12 BellSouth as the incumbent LEC.

13 Not filling out these forms "just so" always resulted
14 in the forms being kicked back. Since BellSouth provided
15 no training or instructions on how to fill them out, this
16 type of order rejection was practically guaranteed.

17 The LENS system for placing orders and changes went
18 down several times in a day. See exhibit OAR-10 attached
19 hereto which consists of logs on the LENS system kept by
20 Supra employees. During this time we are unable to do
21 business. Even the fallback system for order processing,
22 the highly unreliable fax system, is unavailable.
23 BellSouth will not accept fax orders from us during times
24 when the online LENS system is down as "we cannot supply
25 necessary customer information from LENS required to
26 process the fax orders." BellSouth certainly has the

1 ability through its OSS to process orders during times that
2 their Web-based LENS service is down. Supra must receive
3 the same consideration. At this time we do not.

4 To make matters worse, on one occasion LENS was down
5 for an entire week. From January 23, 1998, to January 30,
6 1998, LENS was totally unavailable to us. Due to the
7 catch-22 regulations regarding paper/fax-based
8 transactions, we were unable to provide service to our
9 customers during that 7-day period. During that same
10 period, BellSouth was able to provide service to its own
11 customers in the same geographical areas, once again
12 highlighting the discriminatory design and rules being
13 applied toward Supra's customer service order processing.

14 BellSouth has staffed its Interconnection Services
15 bureau with employees who either do not know the answers or
16 are unwilling to provide the timely answers Supra needs to
17 the questions that come up daily in the context of the
18 resale and interconnection agreements between these two
19 companies. Supra continually has to wait hours and days
20 and sometimes weeks to resolve problems that should be
21 resolved immediately. BellSouth's employees have displayed
22 an attitude toward Supra that indicates that they do not
23 have to respond to Supra's questions or requests for
24 information nor is the resolution of problems with Supra's
25 interconnection high on their list of priorities. As an
26 example of the attitude Supra has been subjected to, on one

1 occasion when I was meeting with BellSouth employees, Mr.
2 Wayne Carnes, Supra's account representative for BellSouth,
3 reported to me that BellSouth's Collection Department had
4 referred to Supra as a "fly-by-night" company.

5 Mr. Brad Hamilton will provide testimony regarding
6 his experience with BellSouth training. Mr. John Reinke
7 will address in more detail Supra's problems with
8 BellSouth's unresponsiveness.
9

10
11
12 **ISSUE NO. 7: HAS BELL SOUTH ACTED APPROPRIATELY IN ITS**
13 **BILLING OF SUPRA AND HAS SUPRA TIMELY PAID ITS BILLS TO**
14 **BELL SOUTH?**

15 A. Supra has continually tried to operate responsibly in
16 its relationship with BellSouth. Due to the billing
17 problems in the initial period of operation, Supra
18 disputed billing records for certain accounts. Supra
19 documented this disputed billing information to BellSouth's
20 Cynthia Arrington. BellSouth has stated it will not
21 consider adjustments to these disputed accounts.

22 Supra paid BellSouth's bills on time and in full up
23 until the point that Supra realized that its operation was
24 being so completely compromised by BellSouth's incompetence
25 and outright anti-competitive behavior that Supra was not
26 making anything, as well as the fact that Supra was being
27 charged a full month's service in advance in addition to
28 the connection fee for every customer that switched to

1 Supra. If a customer switched back to BellSouth within a
2 few days, Supra would be charged a connection fee, as well
3 as a disconnection fee of \$29.41, in addition to the charge
4 for a full month's service in advance. BellSouth also
5 charged the customer upon his or her return to BellSouth a
6 full month's service in advance. This represents double
7 billing on BellSouth's part. On the very first bill for
8 every Supra customer is a connection charge of \$19.00 for
9 business accounts and \$10.00 for residential accounts from
10 BellSouth. Accompanying these charges is the current month
11 PLUS one month in advance for every account that switches
12 to Supra.

13 The one aspect of Supra's interconnection and resale
14 agreements that BellSouth has truly been on top of has been
15 its efforts to make Supra pay its bills to BellSouth.
16 BellSouth has continually threatened Supra with service
17 being cut off. In fact, BellSouth has disconnected Supra
18 on one occasion with full knowledge that Supra disputed the
19 amount of the bills.

20 At the present time, Supra has paid all of BellSouth's
21 bills in full even though Supra believes it has been
22 seriously overcharged. Supra requests the Commission to
23 require BellSouth to refund Supra \$686,512.96 which
24 represents the total of the one month's service in advance
25 charges that BellSouth has charged Supra for customers that
26 switched to Supra and returned to BellSouth in less than

1 five days, as well as any other adjustment to the bills
2 Supra has paid BellSouth that the Commission believes is
3 appropriate.

4
5 **ISSUE NO. 9: HAS BELLSOUTH APPROPRIATELY APPLIED SECTIONS**
6 **A2.3.8A AND A2.3.8B OF ITS GENERAL SUBSCRIBER SERVICES**
7 **TARIFF TO SUPRA?**

8 A. Supra believes that BellSouth has inappropriately
9 applied Sections A2.3.8A and A2.3.8B of its General
10 Subscriber Services Tariff by requiring Supra to pay for a
11 full month's service in advance when a customer switches to
12 Supra. On the occasions when a customer switched to Supra
13 for only a few days and then switched back to BellSouth,
14 Supra was billed for one full month's service in advance,
15 as well as connection and disconnection fees. The customer
16 was also charged for a full month's service in advance upon
17 his or her return to BellSouth. To the extent that the
18 General Subscriber Services Tariff may be interpreted to
19 permit BellSouth to do this, the Commission should require
20 BellSouth to modify its tariff to remove this charge for
21 one full month's service in advance when a BellSouth
22 customer switches his or her service to an ALEC that is
23 reselling BellSouth's local exchange telephone service.
24 There is no way any alternative local exchange carrier can
25 possibly make a customer want to switch to its service when
26 BellSouth is permitted to charge that customer, through the

1 ALEC, for a full month's service in advance.

2 This charge for one full month's service in advance to
3 the former BellSouth customer represents a tremendously
4 serious barrier to entry into the local telephone service
5 market. The Commission should order BellSouth to make
6 adjustments to the bills it has charged Supra to remove
7 these overcharges when BellSouth has charged both Supra and
8 a returning customer for the same month's service.

9

10 **ISSUE NO. 10: HAS BELLSOUTH RESPONDED APPROPRIATELY TO**
11 **CONSUMER QUERIES REGARDING SUPRA?**

12 A. BellSouth's customer service representatives and other
13 employees that have contact with the public have utilized
14 every opportunity to disparage and criticize Supra to the
15 public and to Supra's customers. Among the types of
16 comments that have been made to Supra's customers are:

17 1) BellSouth has never heard of Supra and knows
18 nothing about Supra.

19 2) Supra is an insignificant, unreliable company that
20 customers should not consider to provide them local phone
21 services.

22 3) Customers will lose their opportunity to have
23 yellow pages advertising if they sign up with Supra.

24 4) Customers will lose access to the Internet if they
25 sign up with Supra.

26 5) Customers do not have to pay Supra if they dispute

1 Supra's bill.

2 6) Customers should file a complaint with the Florida
3 Public Service Commission if they have any problem with
4 Supra without first calling Supra to discuss any problems
5 they are having with Supra to give Supra an opportunity to
6 resolve any problems.

7 In his testimony, Mr. Brad Hamilton will address the
8 customer comments he received as a result of BellSouth's
9 contacts with Supra customers.

10 BellSouth has not only made comments in its contacts
11 with Supra customers during phone conversations, but
12 BellSouth has undertaken an anti-competitive campaign
13 against Supra that includes targeting specific business and
14 association customers that Supra had contacted and giving
15 disparaging information about Supra to those potential
16 Supra customers.

17 BellSouth is a member of the United States Telephone
18 Association which has undertaken an advertising campaign
19 against the provision of alternative local exchange
20 services that has contributed to the difficulties Supra has
21 experienced in gaining new customers. This campaign is
22 titled "Call Them On It." This media campaign, which
23 includes brochures, television ads, Internet ads, and
24 newspaper ads, focuses on creating doubt and concern in the
25 potential ALEC customers as to who will repair their phones
26 if there is a problem.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

ISSUE NO. 11: WHAT RELIEF, IF ANY, SHOULD THE COMMISSION
ORDER FOR SUPRA OR BELL SOUTH?

A. The Commission should require BellSouth to provide Supra with access to BellSouth's electronic interface and all operational support systems that will enable Supra to perform its ordering and provisioning, installation, maintenance, and repair functions on a parity with BellSouth. This means that Supra should not have to submit any orders by fax. All ordering should be done electronically, the same way BellSouth handles its own customers' orders.

The Commission should stop BellSouth from charging switching fees of \$19.00 and the one month's service in advance charge for each customer that switches to Supra.

The Commission should require BellSouth to dramatically modify its billing services to address the needs of Supra as an ALEC. This means that BellSouth's billing for Supra should be aimed at providing Supra the billing information it needs in an accessible, meaningful fashion. Any information in BellSouth's possession that will assist Supra in its billing processes as an ALEC should be required to be provided to Supra in a timely, efficient manner. BellSouth should be required to offer Supra the option of paying BellSouth to perform Supra's billing services at fair and reasonable rates.

1 The Commission should require BellSouth to refrain
2 from any further anti-competitive and discriminatory
3 activities against Supra including, but not limited to,
4 requiring BellSouth employees to:

5 a) acknowledge, in response to customer inquiries,
6 that Supra is a Florida Public Service Commission-
7 certificated alternative local exchange carrier;

8 b) tell customers of Supra to contact Supra if they
9 are reporting a problem to give Supra the opportunity to
10 resolve any problems they may be having;

11 c) stop advising Supra customers to file complaints
12 against Supra at the Florida Public Service Commission; and

13 d) stop making derogatory or untrue statements
14 regarding Supra of any kind to customers.

15 The Commission should stop BellSouth from sending
16 retention letters to new Supra customers for at least
17 eighteen months.

18 The Commission should require BellSouth to offer Supra
19 the option of paying BellSouth to perform Supra's billing
20 services at fair and reasonable prices.

21 The Commission should require BellSouth to resell its
22 excess dark fiber to Supra.

23 Most significantly, the Commission should arbitrate
24 the rates, terms, and conditions of Supra's resale,
25 collocation, and interconnection agreements with BellSouth
26 because of BellSouth's failure to negotiate in good faith

1 with Supra.

2

3 Q. Does this conclude your testimony?

4 A. Yes.

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 980119-TP

3 AMENDED DIRECT TESTIMONY OF OLUKAYODE A. RAMOS

4 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

5 April 8, 1998

6
7 Q. PLEASE STATE YOUR NAME AND ADDRESS.

8 A. My name is Olukayode A. Ramos. My business address is
9 2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

10
11 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

12 A. I am Chief Executive Officer of Supra Investments
13 Limited, a holding company that owns Supra
14 Telecommunications & Information Systems, Inc. ("Supra").
15 I am also Chief Executive Officer of Supra.

16
17 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
18 EXPERIENCE.

19 A. I received a Bachelor of Science degree in Accounting
20 from the University of Lagos June 1981. In 1982, I became
21 a Certified Public Accountant and a member of the
22 Association of Chartered Certified Accountants in England
23 and Wales. I also attended the London School of
24 Accountancy for graduate studies. I have attended
25 extensive management training programs with Motorola,
26 Lucent, Nortel, Bellcore, Alcatel, BellSouth, AT&T, Bell
27 Atlantic, Dialogic, Nokia, Xerox, and others.

1 I incorporated the Supra group of companies in Nigeria
2 in 1983 while working for the Nigerian government in a
3 utility company, the Nigerian Sugar Company, Limited. The
4 Nigerian Sugar Company, Limited, employs over 30,000
5 employees generating annual revenue of 50.4 billion Naira
6 or \$630 million. I served as the Chief Financial Officer
7 of the Nigerian Sugar Company, Limited, from 1982 through
8 to 1991 when I resigned to pursue a career in the private
9 sector. While working for the Nigerian Sugar Company, I
10 obtained a great deal of experience working with the
11 Nigerian government and multi-national corporations. I
12 represented the Nigerian government on the boards of
13 directors of the National Insurance Corporation of Nigeria
14 (1988-1990), Nigerian Telecommunications Corporation (1990-
15 1993), and the Nigerian National Petroleum Corporation
16 (1986-1987). I authored a report that established the
17 basis of a national policy on sugar by the Nigerian
18 government.

19 In July 1983 I organized and became the Chief
20 Executive Officer of Supra Investments Limited, a
21 privately-owned holding company engaged in investment and
22 merchandising activities including banking and finance, oil
23 exploration, real estate, rubber production, marketing and
24 manufacturing of specialized telecommunications equipment,
25 importation of industrial chemicals, steel products, pulp
26 and generators.

1 I have managed the diverse activities of Supra
2 Investments Limited for the past fifteen years. In 1994, I
3 incorporated Supra Telecommunications & Information
4 Systems, Inc., in the State of Florida. Supra
5 Telecommunications & Information Systems, Inc., was
6 incorporated initially for the manufacture and sale of
7 telecommunications equipment. Upon certification by the
8 Florida Public Service Commission as an alternative local
9 exchange carrier (ALEC) in April 1997, Supra
10 Telecommunications & Information Systems, Inc., embarked on
11 the provision of alternative local exchange services.

12 I have also managed a number of other business
13 enterprises including Amalgamated Oil (Nigeria) Ltd. and
14 Acclaim Mortgage bank, both of which have annual revenues
15 in the millions. My extensive accounting and managerial
16 experience has been helpful in establishing Supra
17 Telecommunications & Information Systems, Inc., as an
18 alternative local exchange company.

19
20 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

21 A. I have resigned from my direction of the daily
22 activities of Supra Investments Limited to permit me to
23 apply myself full time to the management of Supra
24 Telecommunications & Information Systems, Inc.'s
25 alternative local exchange company business in Miami,
26 Florida. As Chief Executive Officer of Supra, I am

1 responsible for all aspects of Supra's operations and
2 financial performance. Persons under my direct supervision
3 and control provide me operational results on a daily basis
4 of BellSouth's performance on all aspects of Supra's
5 resale, collocation, and interconnection agreements with
6 BellSouth.

7
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9 A. The purpose of my testimony is to address the issues
10 identified in this proceeding. My testimony will provide
11 additional information regarding Supra's business
12 relationship with BellSouth and BellSouth's failure to
13 negotiate in good faith with Supra. I will address
14 BellSouth's failure to comply with the terms and conditions
15 of the resale, collocation, and interconnection agreements
16 Supra has entered into with BellSouth and the impact such
17 failure has had on Supra's business and operational
18 performance. I will also address how BellSouth has
19 designed the resale program to assure that resellers of
20 local telephone service cannot succeed.

21
22 Q. WHY DOES SUPRA WANT TO COMPETE IN THE LOCAL EXCHANGE
23 TELECOMMUNICATIONS SERVICES MARKET?

24 A. Supra views the local loop as the key to all forms of
25 telecommunications service. If you want to make a long
26 distance call, access the Internet, use wireless

1 communications, or transmit data, it is the local dial tone
2 provider that will provide you with the ability to do so.
3 Likewise, competition in the local loop is the key to any
4 form of competition in the telecommunications industry.
5 It is to successfully provide such true competition in the
6 telecommunications industry that I have invested a sizable
7 part of my hard-earned resources and many, many hours of
8 hard work in creating Supra Telecommunications &
9 Information Systems, Inc., over the last two years. Supra
10 will provide true competition with BellSouth if the Florida
11 Public Service Commission will make the critical
12 determinations necessary to make such competition possible.

13
14 Q. WERE YOU PERSONALLY INVOLVED IN THE EXECUTION OF THE
15 AGREEMENTS BETWEEN SUPRA AND BELL SOUTH?

16 A. Yes, I was personally involved with the execution of the
17 resale, collocation, and interconnection agreements Supra
18 has entered into with BellSouth. I discussed these
19 agreements with various BellSouth employees and I executed
20 each of these agreements on behalf of Supra.

21
22 ~~Q. CAN YOU SUMMARIZE SUPRA'S COMPLAINTS AGAINST BELL SOUTH?~~

23 ~~A. Yes, Supra's complaints against BellSouth begin with the~~
24 ~~initial contact Supra had with BellSouth regarding the~~
25 ~~agreement for the resale of BellSouth's local telephone~~
26 ~~service by Supra that was executed in May 1997.~~

1 BellSouth's employees simply presented one agreement and
2 stated that this was the best choice for Supra. This was
3 the same approach taken by BellSouth's employees in regard
4 to the agreement for collocation, entered into in July
5 1997. I sent a letter to BellSouth in early September 1997
6 requesting negotiation of an interconnection agreement with
7 BellSouth. Mr. John Reinke also sent a follow up letter in
8 October 1997. See exhibits OAR-1 and OAR-2 attached
9 hereto. As a result of statements by BellSouth employees,
10 specifically Marcus Cathey and Pat Finlen, that Supra could
11 not obtain an interconnection agreement that would be
12 superior to the existing agreements already obtained by
13 AT&T and MCI and that BellSouth would simply not negotiate
14 rates different than those set by the Florida Public
15 Service Commission in the arbitration proceeding between
16 BellSouth and AT&T and MCI set out in Order No. PSC-96-
17 1579-FOF-TP, I executed the current interconnection
18 agreement in October 1997. The BellSouth position
19 regarding not being able to negotiate different rates with
20 Supra was later memorialized in a letter from a BellSouth
21 employee. See exhibit OAR-3 attached hereto. The letter
22 states that "The rates for unbundled network elements in
23 Florida (Attachment 11, Exhibit 2-FL) were set by the
24 Florida Public Service Commission, in Order No. PSC-96-
25 1579-FOF-TP and are permanent rates." These rates are
26 anti-competitive, oppressive and discriminatory. BellSouth

1 sells residential lines in Miami for as little as \$10.00
2 and charges their customers an installation fee of \$40.00.
3 However, the rates given to Supra as contained in
4 Attachment 11, Exhibit 2-FL of the Interconnection
5 Agreement, attached hereto as exhibit OAR-11, are \$17.00
6 per loop and an installation charge of \$140.00. Supra must
7 add a lot of switching, software and labor costs to the
8 cost of the loop purchased for \$17.00 from BellSouth to
9 make the necessary services available to the consumer. The
10 effect of these rates in the Interconnection Agreement is
11 to prohibit Supra and any other competitor from any chance
12 of competing with BellSouth in the local exchange market.
13 BellSouth's employees represented that it was foolish for
14 Supra to attempt to negotiate any type of agreement on its
15 own. In conversations in late September 1997, BellSouth's
16 employees, specifically Marcus Cathey and Pat Finlen,
17 stated that there would be no negotiation of the sale of
18 BellSouth's dark fiber.

19 Supra believes that the Telecommunications Act is
20 clear that dark fiber is an unbundled network element to
21 which BellSouth is required to provide access to Supra.
22 Section 3(a)(2)(45) of the Act defines a "network element"
23 as follows:

24 The term 'network element' means a facility
25 or equipment used in the provision of a
26 telecommunications service. Such term also

1 includes features, functions, and
2 capabilities that are provided by means of
3 such facility or equipment, including
4 subscriber numbers, databases, signaling
5 systems, and information sufficient for
6 billing and collection or used in the
7 transmission, routing or other provision of a
8 telecommunications service.

9 There is no question that dark fiber is the most basic and
10 obvious equipment for providing local exchange
11 telecommunications service.

12 Section 251(c)(3) of the Act provides:

13 (3) UNBUNDLED ACCESS- The duty to provide,
14 to any requesting telecommunications carrier
15 for the provision of a telecommunications
16 service, nondiscriminatory access to network
17 elements on an unbundled basis at any
18 technically feasible point on rates, terms,
19 and conditions that are just, reasonable, and
20 nondiscriminatory in accordance with the
21 terms and conditions of the agreement and the
22 requirements of this section and section 252.
23 An incumbent local exchange carrier shall
24 provide such unbundled network elements in a
25 manner that allows requesting carriers to
26 combine such elements in order to provide

1 such telecommunications service.

2 Supra should have been given the opportunity to negotiate
3 the rates, terms and conditions of access to BellSouth's
4 dark fiber when Supra tried to negotiate with BellSouth in
5 September 1997.

6 BellSouth's employees, Marcus Cathey, Pat Finlen, J.C.
7 Bledsoe, and Ron Owen, also stated, in many conversations
8 from late September through November 1997, that BellSouth
9 would not agree to resell its billing service to Supra.
10 All of these BellSouth employees stated in numerous
11 conversations that no issue would be negotiated in Supra's
12 favor beyond what had already been negotiated by AT&T and
13 MCI. For these reasons, I executed the three agreements
14 that Supra currently has with BellSouth.

15 Supra's most serious complaint against BellSouth is
16 that it refused to negotiate in good faith the rates,
17 terms, and conditions of the agreements Supra has with
18 BellSouth. For this reason, Supra believes the Florida
19 Public Service Commission should set aside the existing
20 agreements and permit Supra to arbitrate the rates, terms
21 and conditions of its interconnection, resale, and
22 collocation agreements with BellSouth. The rates for
23 interconnection and resale have been designed to ensure
24 that Supra cannot compete with BellSouth. These rates are
25 oppressive and not in the spirit of the Telecommunications
26 Act of 1996.

1 BellSouth's collocation rates for virtual and physical
2 collocation are equally extreme and anti-competitive. See
3 Attachment 11, Exhibit 2-FL, of the Interconnection
4 Agreement, attached hereto as exhibit OAR-11. The
5 application fee alone is \$3,850.00 to determine whether
6 there is space availability in the Central Office. If
7 there is no space, that money is gone. The monthly lease
8 rate of \$7.50 is the most expensive industrial real estate
9 property in the world. That translates to \$90.00 per
10 annum. All these rates have been designed to create very
11 serious entry barriers and to assure that other carriers
12 simply do not even try to participate in the local exchange
13 telecommunications market.

14 Not one word of these three agreements was written by
15 Supra or changed to fit Supra's needs. It was clearly
16 communicated to me by BellSouth's employees that this would
17 not happen.

18 Not only did BellSouth fail to negotiate in good
19 faith, but in these three agreements, BellSouth has drafted
20 language that provides that BellSouth may amend any rates,
21 terms, or conditions if it succeeds in later arbitration
22 proceedings to obtain more favorable rates, terms, and
23 conditions. These arbitration proceedings are ones in
24 which Supra will not be permitted to participate. Supra,
25 however, will only be given the opportunity to adopt, in
26 whole, any later agreements BellSouth's enters into. Thus,

1 ~~BellSouth is permitted to continue to litigate the rates,~~
2 ~~terms, and conditions of these agreements, but Supra is~~
3 ~~not.~~

4 In addition, Supra is complaining that BellSouth has
5 failed to abide by the terms and conditions of the existing
6 agreements such that Supra has been severely hampered in
7 its efforts to provide alternative local exchange service
8 to the point of being practically put out of business.
9 Part A, Section 4, of the Interconnection Agreement states
10 as follows:

11 Parity

12 *The services and service provisioning*
13 *that Bellsouth provides Supra*
14 *Telecommunications & Information*
15 *Systems, Inc., for resale will be at*
16 *least equal in quality to that provided*
17 *to BellSouth, or any BellSouth*
18 *subsidiary, affiliate or end user. In*
19 *connection with resale, BellSouth will*
20 *provide Supra Telecommunications &*
21 *Information Systems, Inc. with pre-*
22 *ordering, ordering, maintenance and*
23 *trouble reporting, and daily usage data*
24 *functionality that will enable Supra*
25 *Telecommunications & Information*
26 *Systems, Inc. to provide equivalent*

1 *levels of customer service to their*
2 *local exchange customers as BellSouth*
3 *provides to its own end users.*
4 *BellSouth shall also provide Supra*
5 *Telecommunications & Information*
6 *Systems, Inc. with unbundled network*
7 *elements, and access to those elements,*
8 *that is at least equal in quality to*
9 *that which BellSouth provides*
10 *BellSouth, or any BellSouth subsidiary,*
11 *affiliate or other ALEC. BellSouth*
12 *will provide number portability to*
13 *Supra Telecommunications & Information*
14 *Systems, Inc. and their customers with*
15 *minimum impairment of functionality,*
16 *quality, reliability and convenience.*

17 Supra is complaining that BellSouth has violated the
18 above provision of the interconnection agreement by not
19 providing Supra "pre-ordering, ordering, maintenance and
20 trouble reporting, and daily usage data functionality" that
21 will permit Supra to offer local exchange service
22 equivalent to that provided by BellSouth. BellSouth has
23 also failed to provide Supra with "access to unbundled
24 network elements" that is equal in quality to that provided
25 by BellSouth to itself. ~~BellSouth has also failed to~~
26 ~~provide Supra number portability with "minimum impairment~~

1 ~~of functionality, quality, reliability and convenience."~~

2 There are numerous issues related to the problems Supra has
3 experienced in its relationship with BellSouth. These
4 problems will be addressed under the appropriate issues
5 below.

6
7 Q. WHY DO YOU SAY THAT THE BELLSOUTH RESALE PROGRAM IS
8 DESIGNED TO ASSURE THAT RESELLERS CANNOT SUCCEED?

9 A. I say this because, under BellSouth's resale program, an
10 ALEC that is reselling BellSouth's local telephone service
11 does not have the same information used by BellSouth
12 internally for the provisioning of its customers' orders
13 from start to finish. For example, Supra must fax an order
14 for service to BellSouth and wait a minimum of 48 hours for
15 a Firm Order Confirmation whereas a BellSouth customer
16 service representative is able to perform very differently.
17 While Supra is still waiting for a Firm Order Confirmation
18 for its customer, the BellSouth customer service
19 representative has completed the provisioning of service to
20 BellSouth's customer, including installation. It is only
21 at the point of receiving the Firm Order Confirmation that
22 the ALEC/reseller will know what the due dates will be for
23 the service to be provisioned. From that point, BellSouth
24 has two days to actually provision the service. This means
25 that the absolute earliest time period in which a reseller
26 can have service provisioned to a customer is four business

1 days. In contrast, BellSouth provisions its customers'
2 service within two business days of the customer contact.
3 In this situation, an ALEC like Supra that is reselling
4 BellSouth's local phone service cannot possibly compete
5 effectively. This disparity between BellSouth's capability
6 to provision its own customers' service and the inferior
7 service BellSouth provides for Supra's customers is a
8 violation of the Interconnection Agreement and Section
9 251(b) of the Telecommunications Act. See Attachment 10(2)
10 of the Interconnection Agreement, attached hereto as
11 exhibit OAR-12. Section 251(b) of the Telecommunications
12 Act provides:

13 b) OBLIGATIONS OF ALL LOCAL EXCHANGE

14 CARRIERS- Each local exchange carrier has the
15 following duties:

16 (1) RESALE- The duty not to prohibit, and
17 not to impose unreasonable or discriminatory
18 conditions or limitations on, the resale of
19 its telecommunications services.

20
21 Because of BellSouth's violations of the Interconnection
22 Agreement and the Telecommunications Act Supra cannot
23 retain its hard won customers. BellSouth takes them away
24 by effectively ensuring that we do not have the ability to
25 keep them because BellSouth does not provide service to
26 Supra's customers on parity with that which it provides its

1 own customers. This is a service-based industry where
2 there is very little consumer loyalty. Consumers shop
3 around for the best deals at any time including
4 provisioning. If BellSouth can provide me with a telephone
5 line within 24 hours, why should I bother with a company
6 like Supra who is not even sure of delivering the service
7 to me in 4 days! BellSouth charges Supra for obtaining
8 customers and for losing customers. This is an absolutely
9 ridiculous and outrageous situation.

10 To further confirm that BellSouth has designed its
11 resale program to ensure the failure of Supra, BellSouth
12 sent an implementation team to assist Supra in March 1998,
13 nine months after Supra began its resale business with
14 BellSouth. The purpose of the team is to teach ALECs how
15 to do business with BellSouth. The team was with us
16 between March 24, 1998, to March 26, 1998. The team was
17 able to answer some of our questions, but left us without
18 resolving a lot of the issues. The interesting part is
19 that the team was supposed to have come before or
20 immediately after we commenced business with BellSouth. It
21 is quite significant that, when the team attempted to help
22 Supra process an order to teach Supra how to process
23 orders, the order was rejected by BellSouth's LCSC as
24 inaccurate. It took the intervention of one of the team
25 members to resolve the purchase order number (PON) and get
26 it accepted by the Local Carrier Service Center (LCSC).

1 How in the world can Supra hope to successfully operate
2 with BellSouth when its own employees do not know how (or
3 choose not) to process orders from Supra without such
4 unusual intervention?

5 Q. HOW IS YOUR TESTIMONY STRUCTURED?

6 A. I will address each of the issues as identified in this
7 proceeding except for Issues 1, 2, 3, 6, and 8, which the
8 Prehearing Officer determined should not be considered in
9 this proceeding.

10
11 ISSUE NO. 4: HAS BELL SOUTH FAILED TO PROPERLY IMPLEMENT
12 THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,
13 COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT
14 SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY
15 WITH THAT WHICH BELL SOUTH PROVIDES:

- 16 a. BILLING REQUIREMENTS;
- 17 b. TELEPHONE NUMBER ACCESS;
- 18 c. PROVISION OF DIAL TONE;
- 19 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS
20 (OSS) AND OSS INTERFACES (ORDERING AND
21 PROVISIONING, INSTALLATION, MAINTENANCE AND
22 REPAIR);
- 23 e. NOTIFICATION REQUIREMENTS;
- 24 f. TIMELINESS OF INSTALLATION, REPAIR, AND
25 MAINTENANCE.

26 a. Billing Requirements

1 A. BellSouth has so seriously failed to implement the
2 billing requirements provisions of the agreements it has
3 with Supra that Supra has had no possibility of providing
4 local exchange service on parity with BellSouth.

5 BellSouth was not and is not prepared to handle an
6 ALEC account as a reseller of local exchange telephone
7 service. BellSouth has, therefore, utilized its "Club
8 Billing" program to bill Supra. Club Billing is used by
9 BellSouth for corporate customers with many lines
10 subordinate to one main line. Club Billing is not the
11 proper billing program for an alternative local exchange
12 carrier. This is because Club Billing utilizes the DAB,
13 the Diskette Analyzer Bill, which does not provide the
14 appropriate types of information needed by an ALEC to
15 efficiently and timely bill its customers. DAB is designed
16 to give one bill with detail on various earning numbers
17 pertaining to one main earning number. DAB does not give
18 key information, such as city and zip code, necessary for
19 an ALEC to generate the ALEC's billing. The reason DAB
20 does not provide the complete customer service address is
21 that the information is encrypted. BellSouth has either
22 permitted an error in DAB or purposely created an error in
23 DAB that exports binary data instead of address
24 information. This binary data breaks the rules for ASCII II
25 exports as defined in the BellSouth documentation for DAB.
26 See exhibit OAR-13 for an example of such encrypted

1 information. It took the BellSouth account representatives
2 two weeks to determine that the magnetic billing tape sent
3 to Supra, as a Club Billing customer, did not contain the
4 customer service address information as it has been
5 encrypted. If "experts" could not figure it out, then it
6 will be very hard for the users to use.

7 The BellSouth bill that is sent to regular residential
8 customers contains certain monthly charges, such as
9 Emergency 911, innotrac, Florida 511, etc., per earning
10 number. In the DAB bill sent to Supra, these monthly
11 charges are aggregated in the main billing account and not
12 set out for each earning number. This is also true for
13 taxes which are aggregated in the main billing account for
14 Supra. According to the implementation team sent to us in
15 March 1998 from BellSouth, BellSouth has no right to
16 collect taxes from Supra. As an ALEC, Supra needs all
17 aggregated information set out per earning number.

18 Each BellSouth feature or service, such as Caller ID,
19 Business or Residential Line, Rewiring, etc., is provided
20 by a specific Uniform Service Order Code (USOC). BellSouth
21 was authorized by the Florida Public Service Commission to
22 discount some of these items and not others. BellSouth has
23 not provided adequate information as to which of the USOC
24 codes are discounted and which are not. This is critical
25 to Supra as Supra, in turn, discounts its service to its
26 customers and to make an accurate discount, Supra must be

1 able to determine whether a particular USOC code represents
2 a discounted charge or not.

3 We continuously receive billing data from BellSouth in
4 a format we cannot understand. Rather than supplying CLEC-
5 specific billing information, BellSouth treats Supra and
6 its customers as if they were one large company, with many
7 extension lines. As such the entire billing system only
8 considers one billable customer, Supra. As a result, there
9 is no adequate customer information supplied. We do
10 receive a service address for each phone, but this is only
11 available in one out of ten report formats. It took
12 several months of digging to locate this rudimentary
13 customer information. The other report formats export
14 garbage resembling database table links, often in an
15 illegal ASCII export format, which then has to be edited by
16 hand before it can be imported into our billing system.

17 The problem is that the service address is not always
18 the correct billing address, sometimes they are separated
19 by 1,500 miles. In addition, these addresses are only give
20 the street. No customer name, city, state, or zip code
21 information is supplied.

22 BellSouth has all of this information in its database
23 and it is possible to supply us this information through
24 DAB. When a customer changes to Supra, the billing address
25 is changed to Supra's address. This complication is
26 frustrating, as Supra no longer has the same customer

1 information available as when the customer was a BellSouth
2 customer. Even worse, BellSouth retains this information
3 and "hides" it from Supra. As proof of this, we notice
4 that when Supra processes a change order to send the
5 customer back to Bellsouth, all of the correct address
6 information appears immediately upon the order changeover.
7 This occurs without Supra or BellSouth performing this data
8 entry, so we know it is being refreshed from a master
9 database that is not available to Supra for its resale
10 customers.

11 The problems associated with having to manually type
12 out the first months' bills, using address information that
13 was either limited or just plain inadequate, coupled with
14 our inability to present a detailed, itemized bill to
15 Supra's customers has caused great customer
16 dissatisfaction. See exhibit OAR-4 attached hereto which
17 is an example of a manually-typed Supra bill. Indeed, we
18 lost 75% to 90% of our existing customer base during this
19 initial time period.

20 Not only did BellSouth cause Supra great problems
21 billing its customers, but BellSouth's errors resulted in
22 Supra being billed for BellSouth lines. See exhibit OAR-5
23 attached hereto which contains a compilation of BellSouth
24 lines for which Supra was billed in its second billing.

25 Supra has spent a good deal of time and effort
26 contacting several companies including Perrine, Billing

1 Concept, Inc. of San Antonio, Texas, and Lesser Triff
2 Consulting of Miami, Florida, and Saville, Inc., among
3 others, in an attempt to purchase or develop software that
4 can interface with BellSouth's billing software, but these
5 efforts were unsuccessful for various reasons. Perrine
6 wrote the billing software utilized by BellSouth. Perrine
7 is no longer in business. Negotiations with the other
8 companies ran into difficulties on various points.

9 Every time Supra has faced a problem or a question
10 regarding billing, the answer from BellSouth's support
11 personnel has been that the answer is not available.
12 BellSouth's employees refer the question to some other
13 employee and it takes a very long time to solve each and
14 every issue that arises.

15 It is important to understand the myriad types of
16 effects caused by these billing problems. Because Supra
17 personnel were endlessly involved in trying to resolve
18 these billing issues, they were not available to perform
19 other essential duties. Because Supra could not get the
20 information it needed, Supra could not send out accurate
21 bills to its customers in a timely and efficient fashion.
22 Because Supra's bills did not go out in a timely and
23 accurate fashion, many customers had forgotten that they
24 had switched their service to Supra and then called
25 BellSouth to complain. BellSouth's customer service
26 representatives then told them that they should file a

1 complaint with the Florida Public Service Commission
2 because BellSouth did not know anything about Supra.
3 Customers who did remember they had switched to Supra were
4 unhappy because they received bills that were not accurate
5 and were not timely. Many customers then refused to pay
6 their bills to Supra. BellSouth customer service
7 representatives often told customers they did not have to
8 pay their bills to Supra if they disputed the amounts of
9 the bills. All of this resulted in customers not paying
10 Supra for services received, Supra being billed by
11 BellSouth for those services, and Supra having many
12 complaints filed at the Florida Public Service Commission,
13 complaints which might have been avoided if Supra had been
14 able to speak with those customers prior to BellSouth
15 sending them to the Commission and if Supra had been
16 permitted to focus on its provision of local exchange
17 telephone services and not on billing issues with
18 BellSouth. It is not possible to adequately quantify the
19 devastating effects on Supra from BellSouth's unwillingness
20 to provide Supra adequate and reasonable billing
21 information and assistance in Supra's billing processes as
22 an alternative local exchange carrier and not simply a
23 corporate customer. I will discuss the adjustment to our
24 bills from BellSouth that I believe is appropriate, however
25 this adjustment does not begin to address the problems
26 BellSouth has caused us with these billing issues.

1 Accurate and timely bills are an important ingredient
2 of this industry. What BellSouth is doing to Supra by the
3 confusion created in the billing process should not be
4 ignored. We are forced to pay BellSouth every month what
5 they bill us, but we do not have the capacity to collect
6 from customers. What BellSouth is trying to do to Supra is
7 to cut away our very survival--our revenues.

8 Pending the resolution of the billing disputes, Supra
9 should be given immediate access to CRIS and RSAG.

10 **b. Telephone Number Access**

11 A. Paragraph 1 of Attachment 5 of the Interconnection
12 Agreement, provides:

13 *Non-Discriminatory Access to Telephone Numbers*

14 *BellSouth currently serves as a North*
15 *American Numbering Plan Administrator*
16 *for its territory. During the term of*
17 *this Agreement, and while BellSouth*
18 *continues to serve as the numbering*
19 *plan administrator, BellSouth will*
20 *ensure that Supra Telecommunications &*
21 *Information Systems, Inc., whether*
22 *facilities-based or reseller, has*
23 *nondiscriminatory access to telephone*
24 *numbers for assignment to their*
25 *customers under the same terms that*
26 *BellSouth has access to telephone*

1 *numbers.*

2 BellSouth has not provided Supra number availability on the
3 same basis that BellSouth provides for itself. In
4 BellSouth's Resale Ordering Guide for CLECs, pages 2-4,
5 BellSouth states that CLECs could reserve a maximum of 100
6 telephone numbers per CILLI (Common Language Location
7 Identification, a.k.a. Central Offices). On October 13,
8 1997, Supra faxed correctly filled out forms from the
9 Resale Ordering Guide to a 1-800 fax line provided on the
10 form requesting reservation of 100 telephone numbers each
11 for approximately 57 CLLI in South Florida. (See composite
12 exhibit OAR-6 containing pages from BellSouth's Ordering
13 Guide for CLECs and faxes and forms sent by Supra to
14 BellSouth.) This request was also brought to the attention
15 of Mr. Wayne Carnes, the BellSouth account representative
16 assigned to Supra. A couple of days later, Supra received
17 a reply from BellSouth that this request was supposed to be
18 faxed to the BellSouth LCSC in Birmingham, Alabama. On
19 October 20, 1997, Supra faxed the correctly filled out
20 forms to BellSouth's LCSC in Birmingham, Alabama, at the
21 same time informing BellSouth's employee, Theresa Gentry, a
22 Supervisor, of Supra's request. About a week later, Supra
23 received a call from BellSouth stating that the forms Supra
24 used in requesting telephone number reservation are not in
25 use any more by BellSouth. New forms were requested, but
26 none was received from BellSouth. An additional week

1 later, a call was received from BellSouth's LCSC resale
2 group supervisor, Theresa Gentry, stating that we cannot
3 reserve 100 numbers per CLLI. She also stated that we
4 could only make a reservation of six telephone numbers on
5 LENS per each Local Service Request. On November 4, 1997,
6 Supra employee, Mr. Brad Hamilton, was told by Ms. Cheryl
7 Story, a trainer for BellSouth, during a LENS training
8 class, that the maximum number of lines that can be
9 reserved through LENS is 6 phone numbers for a duration of
10 9 days. This information was also given in the LENS User
11 Guide on page 25. As to number availability on LENS, most
12 of the time numbers that are supposedly available on LENS
13 are already assigned by BellSouth to its customers. Supra
14 has always had to wait long periods to give a new customer
15 a telephone number when it takes BellSouth seconds to
16 provide a telephone number for its own new customers.

17
18 **c. Provision of Dial Tone;**

19 A. In his testimony, Mr. John Reinke will address the
20 problems Supra has experienced related to loss of dial
21 tone. Mr. Marcus Cathey, BellSouth's Vice President of
22 Interconnection (Sales), made a joke of Supra's loss of
23 dial tone when he met me at the ALTS Convention in Atlanta
24 on Tuesday, November 4, 1997. The hardship and bad
25 publicity that this incident brought on Supra cannot be
26 over-emphasized.

1
2 d. Electronic Access to Operational Support Systems (OSS)
3 and OSS Interfaces (Ordering and Provisioning,
4 Installation, Maintenance, and Repair);
5

6 A. Paragraph 1 of Attachment 6 of the Interconnection
7 Agreement states as follows:

8 Quality of Ordering and Provisioning
9 *BellSouth shall provide ordering and*
10 *provisioning services to Supra*
11 *Telecommunications & Information*
12 *Systems, Inc., that are equal to the*
13 *ordering and provisioning services*
14 *BellSouth provides to itself or any*
15 *other ALEC, where technically feasible.*
16 *Detailed guidelines for ordering and*
17 *provisioning are set forth in*
18 *BellSouth's Local Interconnection and*
19 *Facility Based Ordering Guide and*
20 *Resale Ordering Guide, as appropriate,*
21 *and as they are amended from time to*
22 *time during this Agreement.*
23

24 Paragraph 2 of Attachment 6 of the Interconnection
25 Agreement states as follows:

26 Access to Operational Support Systems.

1 *BellSouth shall provide Supra*
2 *Telecommunications & Information*
3 *Systems, Inc. access to several*
4 *operations support systems. Access to*
5 *these support systems is available*
6 *through a variety of means, including*
7 *electronic interfaces. BellSouth also*
8 *provides the option of placing orders*
9 *manually (e.g, via facsimile) through*
10 *the Local Carrier Service Center. The*
11 *operations support systems available*
12 *are:*

13 *Pre-Ordering.*

14 *BellSouth provides electronic access to*
15 *the following pre-ordering functions:*
16 *service address validation, telephone*
17 *number selection, service and feature*
18 *availability, due date information, and*
19 *upon Commission approval of*
20 *confidentiality protections, to*
21 *customer record information. Access is*
22 *provided through the Local Exchange*
23 *Navigation System (LENS). Customer*
24 *record information includes any and all*
25 *customer specific information,*
26 *including but not limited to, customer*

1 *specific information in CRIS and RSAG.*

2 *. . .*

3 *Service Ordering and Provisioning.*

4 *BellSouth provides electronic options*
5 *for the exchange of ordering and*
6 *provisioning information. BellSouth*
7 *provides and (sic) Electronic Data*
8 *Interchange (EDI) arrangement for*
9 *resale requests and certain unbundled*
10 *network elements. As an alternative to*
11 *the EDI arrangement, Bellsouth also*
12 *provides through LENS an ordering and*
13 *provisioning capability that is*
14 *integrated with the LENS pre-ordering*
15 *capability.*

16 *Service Trouble Reporting and Repair.*

17 *Service trouble reporting and repair*
18 *allow Supra Telecommunications and*
19 *Information Systems, Inc., to report*
20 *and monitor service troubles and obtain*
21 *repair services. BellSouth shall offer*
22 *Supra Telecommunications and*
23 *Information Systems, Inc. service*
24 *trouble reporting in a non-*
25 *discriminatory manner that provides*
26 *supra Telecommunications and*

1 *Information systems, Inc. the*
2 *equivalent ability to report and*
3 *monitor service troubles that BellSouth*
4 *provides to itself. BellSouth also*
5 *provides Supra Telecommunications and*
6 *Information Systems, Inc. an estimated*
7 *time to repair, an appointment time or*
8 *a commitment time, as appropriate, on*
9 *trouble reports. BellSouth provides*
10 *two options for electronic trouble*
11 *reporting. For exchange services,*
12 *BellSouth offers Supra*
13 *Telecommunications & Information*
14 *Systems, Inc. access to the Trouble*
15 *Analysis Facilitation Interface (TAFI).*
16 *For individually designed services,*
17 *BellSouth provides electronic trouble*
18 *reporting through an electronic*
19 *communications gateway.*

20 BellSouth has failed to provide ordering and provisioning
21 to Supra that is equal to that BellSouth provides to
22 BellSouth. The primary reason for this is to ensure that
23 Supra fails in the resale business. BellSouth has refused
24 to provide acceptable electronic interfaces for Supra to
25 access BellSouth's operational support systems. BellSouth
26 refuses to use the electronic interface equipment that

1 Supra has purchased. BellSouth's systems are practically
2 impossible for Supra to interface with because BellSouth
3 has chosen to make it so. These systems are absolutely
4 critical to Supra being able to provide local exchange
5 telephone service at all, much less local telephone service
6 that is equivalent to that provided by BellSouth.

7 The Web-based Local Exchange Navigational System
8 (LENS) was provided as the primary system for change orders
9 between Supra and BellSouth. We started putting orders
10 through LENS, but had not received all of the "rules,"
11 written and unwritten, for using LENS. We had never been
12 told that LENS cannot accept orders for more than six
13 lines. This is not mentioned anywhere online, checked for
14 in the transaction processing of LENS, or announced as an
15 error. Orders for more than six lines are swallowed up by
16 the system and look just like an accepted order for one
17 line. A major problem is that all business PBX, CENTREX
18 and associated customers typically have more than six
19 lines. So all of our lucrative business orders that were
20 placed sat unprocessed, with the entered data lost or
21 discarded. This required extensive follow-up calls and we
22 were often told that there was no record of our order many
23 days after it was submitted. We finally found out that all
24 of these orders must be submitted manually, but not until
25 after a number of business customers cancelled their
26 relationship with Supra due to "our" inability to deliver

1 the product that we had advertised ourselves able to
2 deliver.

3 Orders faxed to BellSouth are often lost. After the
4 mandatory waiting time to turn up new service has passed,
5 we call BellSouth for a status only to find out that the
6 order has "never been received, please fax it again." On
7 occasion, after a second faxing, the order is "still not
8 received, please fax it again." With a normal two day
9 (maximum) processing time per the interconnection
10 agreement, new service accounts have been delayed twelve to
11 thirteen days in this manner. See composite exhibit OAR-7
12 containing Supra Tracking and Inquiry Forms illustrating
13 some of the many problems Supra has had with BellSouth's
14 ordering and provisioning services.

15

16 **e. Notification Requirements;**

17 A. Supra has regularly experienced events and problems in
18 its operations as a result of not receiving any notice
19 ahead of time from BellSouth. One example of this problem
20 is that BellSouth changes the password for the use of its
21 LENS system on a random basis without notifying Supra.
22 Supra is dependent upon the LENS system to perform its
23 basic functions and without such notice, Supra is
24 completely unable to order service for new customers or any
25 of the other activities for which it must, as a reseller,
26 rely on BellSouth.

1 Supra has continually requested, in correspondence and
2 in conversations with BellSouth employees, notification on
3 all customer changes, drops, etc., that are processed by
4 BellSouth. Supra has never received such notification on a
5 timely and accurate basis.

6 Attached as composite exhibit OAR-8 are three reports
7 entitled "PIC Adds/Disconnects Report-BellSouth" run on
8 January 23, 1998, February 6, 1998, and February 13, 1998.
9 These reports were generated by BellSouth and were sent to
10 Supra apparently in response to Supra's continuing request
11 for reports of daily activities that would show which
12 customers had switched to Supra, which customers had gone
13 back to BellSouth, etc. From a superficial review of these
14 reports, it is clear they are intended to provide
15 information on the long distance carriers of our customers.
16 These reports are not intended nor designed to provide an
17 alternative local exchange carrier with the daily activity
18 information it needs. Beyond this, these reports are full
19 of errors. These reports are supposed to be used by Supra
20 to collect revenues from the long distance carriers. How
21 can we use reports full of errors to collect revenues?
22 Supra has lost several thousands of dollars because of this
23 situation. We estimate that we have lost a sum of about
24 \$300,000 in uncollected revenues from long distance
25 carriers. When the information is checked against the LENS
26 system, it does not match up. Supra has no way of knowing

1 whether the LENS system is inaccurate or whether the
2 reports are inaccurate. By analysis of the February 13,
3 1998, report, comparing it to LENS and Supra customer
4 documents, and to actual requested transaction documents,
5 Supra determined that 10% of the 60 entries included an
6 incorrect telephone number, a 55% mismatch on who the
7 customer belongs to, Supra or BellSouth, 30% erroneous EC
8 Order Numbers, 13% erroneous Conversion Date, 55% erroneous
9 IC Reference Number, and 3% erroneous business/residence
10 flag. In preparing this analysis, Supra noted that in some
11 cases the BellSouth report agreed with Supra records, while
12 LENS did not. In other cases, we found a disagreement
13 between the two systems claiming the customer had switched
14 back to BellSouth. In most of these cases, Supra is unable
15 to verify this because we have not been notified. This
16 highlights the fact that LENS itself is often wrong. As
17 LENS is the only BellSouth operational support system Supra
18 has at its disposal, the fact that it is often three weeks
19 behind in incorporating customer change information means
20 that Supra has no valid information available to talk with
21 customers. It is obvious that we often do not even know
22 that a customer is not ours for several weeks after the
23 event, further complicating submittal of last bill,
24 connect/disconnect charge, etc.

25 BellSouth has begun sending an additional letter to
26 Supra to inform us that a customer has switched back to

1 BellSouth. We receive this letter three weeks after the
2 switch making it impossible to use this information for the
3 last bill and disconnect charge purposes.

4 All of this lack of notification contrasts with
5 BellSouth's superior position in that BellSouth is informed
6 of a customer change by Supra before the change takes
7 place. This puts BellSouth in a position to deny the
8 conversion, to send out a retention letter to the customer,
9 to prepare additional or final billing, and to send out a
10 letter to the customer at the point of conversion. Supra
11 is informed weeks after a conversion, the information is
12 often inaccurate and must constantly be manually verified
13 against a source that is itself full of errors and delays
14 in updating new information. Supra is unable to properly
15 close out customers accounts, to prepare final billing in a
16 timely fashion, or even to get compensated for disconnect
17 charges due to the lateness of the BellSouth notification.
18 This is having an incredibly detrimental financial and
19 business impact on Supra. The electronic interoperation
20 between separate business entities that is demonstrated by
21 the interoperation between airlines, travel agents, hotels,
22 and cruise lines daily shows that the technology has been
23 available for years. Certainly BellSouth should be on the
24 cutting edge of such technology.

25
26 f. Timeliness of Installation, Repair, and Maintenance.

1 A. BellSouth has failed to meet requests for installation
2 of new services, as well as requests for repair and
3 maintenance of existing services, on a basis equivalent to
4 that which BellSouth provides for its own customers. See
5 exhibit OAR-9 attached hereto containing actual intervals
6 for provisioning of service by BellSouth for Supra's
7 customers.

8 When Supra customers dial 611 for service, they are
9 immediately connected to BellSouth's repair center, not to
10 Supra's repair line. At this point, the BellSouth repair
11 people inform the customer that they cannot do anything for
12 the customer because they are a Supra customer, that
13 BellSouth does not know how to connect them to Supra's
14 repair services, and suggesting that if they would just
15 speak to BellSouth customer service and switch back to
16 BellSouth, BellSouth could have a repair crew out to their
17 location in two hours. This gives BellSouth an unfair
18 advantage to win back accounts when they are at their most
19 vulnerable--when the customer is in need of repair. If the
20 Supra Sales Department was given the opportunity to talk to
21 each dissatisfied BellSouth customer when they initially
22 called for repairs, this would certainly give Supra a great
23 advantage. Furthermore, the BellSouth repair personnel
24 know that if a customer of an ALEC reselling BellSouth's
25 service calls, it will be BellSouth personnel that will fix
26 the service outage. This information is not communicated

1 to the customer. Requiring the manual processing of the
2 great majority of the communications that must go between
3 BellSouth as the Incumbent LEC and Supra as the ALEC
4 reselling BellSouth's services, when electronic means are
5 available and the industry norm, is a clear violation of
6 BellSouth's duty to provide Supra the access to its network
7 and services that will make it possible for Supra to
8 provide local phone service on a level comparable to that
9 provided by BellSouth to its customers.

10 Supra customers have had to wait up to four weeks to
11 have phone services hooked up. When a Supra customer
12 complains, BellSouth may take as long as 24 hours or
13 several days to fix the trouble, when, for its own
14 customers, BellSouth takes an average of two hours to
15 respond to trouble complaints. BellSouth has not provided
16 Supra appropriate access to BellSouth's operational support
17 systems that would permit Supra to properly electronically
18 submit its ordering and provisioning, installation,
19 maintenance and repair requests. Mr. Brad Hamilton will
20 address this issue in greater detail in his testimony.

21
22 ISSUE NO. 5: HAS BELL SOUTH PROVIDED ADEQUATE WRITTEN
23 RULES, REGULATIONS, CODES, INSTRUCTIONS, DESCRIPTIONS OF
24 PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE,
25 AND ACTUAL SUPPORT SERVICE, OR MADE ANY MODIFICATIONS OF
26 PROCEDURES, IF NECESSARY, IN TIMELY FASHION, TO PERMIT

1 SUPRA TO UNDERSTAND AND UTILIZE EFFECTIVELY BELLSOUTH'S
2 PROCEDURES FOR BILLING, ORDERING, PROVISIONING,
3 INSTALLATION, REPAIR, ETC., THAT ARE ESSENTIAL TO SUPRA'S
4 ABILITY TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH
5 BELLSOUTH?

6
7 A. No, BellSouth has not provided adequate written rules,
8 regulations, codes, instructions, descriptions of
9 procedures, other written materials, technical guidance,
10 actual support service, nor made any modifications of its
11 procedures to enable Supra to effectively utilize
12 BellSouth's procedures for billing, ordering, provisioning,
13 installation, repair, etc.

14 BellSouth has offered training for CLEC employees and
15 Supra has taken advantage of many training classes. Indeed
16 Supra has spent at least \$101,338.56 on training with
17 BellSouth. However, these training classes have been very
18 unsatisfactory. The trainers often do not know the answers
19 to questions that Supra raises.

20 Supra employees attended CLEC training at BellSouth in
21 Birmingham, Alabama. Chief among the topics covered was
22 the need to eliminate order acceptance and processing
23 problems. It was presented that Supra must fill out a
24 specific standard form and fax it to BellSouth, as the
25 electronic systems could not be relied upon. As Supra had
26 already had bad experiences with BellSouth not accepting

1 these forms from us, the employees asked for clarification
2 and instructions on filling out the form correctly so that
3 Supra could get them processed the first time. The
4 employees were told that "it was not the responsibility"
5 [of the CLEC trainer] "to teach us how to fill out the
6 form." This was a BellSouth form which Supra, as an ALEC,
7 was being required to utilize to request services from
8 BellSouth as the incumbent LEC.

9 Not filling out these forms "just so" always resulted
10 in the forms being kicked back. Since BellSouth provided
11 no training or instructions on how to fill them out, this
12 type of order rejection was practically guaranteed.

13 The LENS system for placing orders and changes went
14 down several times in a day. See exhibit OAR-10 attached
15 hereto which consists of logs on the LENS system kept by
16 Supra employees. During this time we are unable to do
17 business. Even the fallback system for order processing,
18 the highly unreliable fax system, is unavailable.
19 BellSouth will not accept fax orders from us during times
20 when the online LENS system is down as "we cannot supply
21 necessary customer information from LENS required to
22 process the fax orders." BellSouth certainly has the
23 ability through its OSS to process orders during times that
24 their Web-based LENS service is down. Supra must receive
25 the same consideration. At this time we do not.

26 To make matters worse, on one occasion LENS was down

1 for an entire week. From January 23, 1998, to January 30,
2 1998, LENS was totally unavailable to us. BellSouth,
3 during this period, held onto a check that we sent them for
4 payment of our bills. BellSouth employees claimed that the
5 bank informed them that Supra did not have enough funds in
6 its account to cover the value of the check. We know this
7 to be completely false as our account representative at the
8 bank told us several times that BellSouth did not call the
9 bank. During this period, we lost several large accounts,
10 including a very large customer, [REDACTED]. We believe that
11 BellSouth wanted [REDACTED] back and that this was the reason
12 BellSouth withheld our check and did not deposit it in the
13 bank. It is not the common practice to call the bank to
14 verify that there are funds to cover a check received from
15 a customer or vendor unless there have been previous bad
16 checks received. Supra has never given BellSouth a bad
17 check. Supra believes this was an intentional anti-
18 competitive tactic by BellSouth to get [REDACTED] back which
19 BellSouth succeeded in doing.

20 Due to the catch-22 regulations regarding paper/fax-
21 based transactions, we were unable to provide service to
22 our customers during that 7-day period. During that same
23 period, BellSouth was able to provide service to its own
24 customers in the same geographical areas, once again
25 highlighting the discriminatory design and rules being
26 applied toward Supra's customer service order processing.

1 BellSouth has staffed its Interconnection Services
2 bureau with employees who either do not know the answers or
3 are unwilling to provide the timely answers Supra needs to
4 the questions that come up daily in the context of the
5 resale and interconnection agreements between these two
6 companies. Supra continually has to wait hours and days
7 and sometimes weeks to resolve problems that should be
8 resolved immediately.

9 In November or December 1997, we requested that our
10 Account Team at BellSouth give us a copy of the manual that
11 explains the service capabilities of the unbundled loops.
12 We wanted to get answers to some specific questions.
13 BellSouth wanted to know why we needed the information and
14 we explained why. We did not receive the handbook until we
15 went for a meeting with BellSouth on January 29, 1998. At
16 the meeting, BellSouth employees who are the "experts"
17 argued amongst themselves over the correct answers to our
18 questions. What this translates to is that the "experts"
19 are not even sure of the answers to give us.

20 BellSouth's employees have displayed an attitude
21 toward Supra that indicates that they do not have to
22 respond to Supra's questions or requests for information
23 nor is the resolution of problems with Supra's
24 interconnection high on their list of priorities. As an
25 example of the attitude Supra has been subjected to, on one
26 occasion when I was meeting with BellSouth employees, Mr.

1 Wayne Carnes, Supra's account representative for BellSouth,
2 reported to me that BellSouth's Collection Department had
3 referred to Supra as a "fly-by-night" company.

4 There was an occasion when Ms. Cynthia Arrington told
5 me that BellSouth did not send out retention letters prior
6 to working Supra's orders. This statement was made in the
7 presence of Mr. Wayne Carnes and Mr. Marcus Cathey. Ms.
8 Arrington made me look like a fool and an alarmist to be
9 concerned about this. However, in a subsequent
10 communication, Ms. Nancy Sims, Director of Regulatory
11 Affairs for BellSouth, stated that BellSouth had, indeed,
12 been sending out retention or "winback" letters prior to
13 even working Supra's orders. This is an outrageously anti-
14 competitive tactic by the incumbent local exchange company.
15 This letter inspires concern on the part of the consumer
16 that he or she will have a completely new and unreliable
17 network when in fact it is BellSouth's network that will
18 still be utilized to service the customer. See exhibit
19 OAR-14 for two examples of retention or "winback" letters
20 sent by BellSouth to me personally and to Supra
21 Telecommunications & Information Systems, Inc., as a small
22 business customer. Supra requests that the Commission
23 order BellSouth not to send such retention or "winback"
24 letters to customers for at least eighteen months after a
25 switch in service.

26 Mr. Brad Hamilton will provide testimony regarding his

1 experience with BellSouth training. Mr. John Reinke will
2 address in more detail Supra's problems with BellSouth's
3 unresponsiveness.
4
5
6

7 ISSUE NO. 7: HAS BELLSOUTH ACTED APPROPRIATELY IN ITS
8 BILLING OF SUPRA AND HAS SUPRA TIMELY PAID ITS BILLS TO
9 BELLSOUTH?

10 A. Supra has continually tried to operate responsibly in
11 its relationship with BellSouth. Due to the billing
12 problems in the initial period of operation, Supra
13 disputed billing records for certain accounts. Supra
14 documented this disputed billing information to BellSouth's
15 Ms. Cynthia Arrington. On behalf of BellSouth, Ms.
16 Arrington has stated it will not consider adjustments to
17 these disputed accounts and if Supra is not happy, Supra
18 should go to the Florida Public Service Commission.

19 Supra paid BellSouth's bills on time and in full up
20 until the point that Supra realized that its operation was
21 being so completely compromised by BellSouth's incompetence
22 and outright anti-competitive behavior that Supra was not
23 making anything, as well as the fact that Supra was being
24 charged a full month's service in advance in addition to
25 the connection fee for every customer that switched to
26 Supra. If a customer switched back to BellSouth within a
27 few days, Supra would be charged a connection fee, as well
28 as a disconnection fee of \$29.41, in addition to the charge

1 for a full month's service in advance. BellSouth also
2 charged the customer upon his or her return to BellSouth a
3 full month's service in advance. This represents double
4 billing on BellSouth's part. On the very first bill for
5 every Supra customer is a connection charge of \$19.00 for
6 business accounts and \$10.00 for residential accounts from
7 BellSouth. Accompanying these charges is the current month
8 PLUS one month in advance for every account that switches
9 to Supra. Supra believes these charges are illegal, anti-
10 competitive and not in compliance with the
11 Telecommunications Act of 1996. These charges represent
12 "unreasonable or discriminatory conditions or limitations
13 on the resale of" BellSouth's telecommunications services
14 in violation of Section 251(b)(1) of the Act. In the long
15 distance business, long distance providers are charged
16 \$3.00 to change a subscriber's PIC.

17 The one aspect of Supra's interconnection and resale
18 agreements that BellSouth has truly been on top of has been
19 its efforts to make Supra pay its bills to BellSouth.
20 BellSouth has continually threatened Supra with service
21 being cut off. In fact, BellSouth has disconnected Supra
22 on one occasion with full knowledge that Supra disputed the
23 amount of the bills.

24 At the present time, Supra has paid all of BellSouth's
25 bills in full even though Supra believes it has been
26 seriously overcharged. Supra requests the Commission to

1 require BellSouth to refund Supra \$686,512.96 which
2 represents the total of the one month's service in advance
3 charges that BellSouth has charged Supra for customers that
4 switched to Supra and returned to BellSouth in less than
5 five days, as well as any other adjustment to the bills
6 Supra has paid BellSouth that the Commission believes is
7 appropriate.

8

9 **ISSUE NO. 9: HAS BELLSOUTH APPROPRIATELY APPLIED SECTIONS**
10 **A2.3.8A AND A2.3.8B OF ITS GENERAL SUBSCRIBER SERVICES**
11 **TARIFF TO SUPRA?**

12 A. Supra believes that BellSouth has inappropriately
13 applied Sections A2.3.8A and A2.3.8B of its General
14 Subscriber Services Tariff by requiring Supra to pay for a
15 full month's service in advance when a customer switches to
16 Supra. On the occasions when a customer switched to Supra
17 for only a few days and then switched back to BellSouth,
18 Supra was billed for one full month's service in advance,
19 as well as connection and disconnection fees. The customer
20 was also charged for a full month's service in advance upon
21 his or her return to BellSouth. To the extent that the
22 General Subscriber Services Tariff may be interpreted to
23 permit BellSouth to do this, the Commission should require
24 BellSouth to modify its tariff to remove this charge for
25 one full month's service in advance when a BellSouth
26 customer switches his or her service to an ALEC that is

1 reselling BellSouth's local exchange telephone service.

2 There is no way any alternative local exchange carrier can
3 possibly make a customer want to switch to its service when
4 BellSouth is permitted to charge that customer, through the
5 ALEC, for a full month's service in advance.

6 This charge for one full month's service in advance to
7 the former BellSouth customer represents a tremendously
8 serious barrier to entry into the local telephone service
9 market. The Commission should order BellSouth to make
10 adjustments to the bills it has charged Supra to remove
11 these overcharges when BellSouth has charged both Supra and
12 a returning customer for the same month's service.

13
14 **ISSUE NO. 10: HAS BELL SOUTH RESPONDED APPROPRIATELY TO**
15 **CONSUMER QUERIES REGARDING SUPRA?**

16 A. BellSouth's customer service representatives and other
17 employees that have contact with the public have utilized
18 every opportunity to disparage and criticize Supra to the
19 public and to Supra's customers. At a meeting of
20 BellSouth's officers in December 1997, I complained about
21 these issues. In response to my concern that BellSouth's
22 customer service representatives should clarify for
23 inquiring customers that Supra is a reseller of BellSouth's
24 local service, Mr. Marcus Cathey asked what would
25 BellSouth's customer service representatives need to say
26 when and if Supra becomes a facility-based ALEC. I stated

1 that BellSouth should wait until that happens to address
2 that concern, however, if Supra continues to resell
3 BellSouth's local service at that point, BellSouth's
4 customer service representatives should inform inquiring
5 customers that such is the case. Among the types of
6 comments that have been made to Supra's customers are:

7 1) BellSouth has never heard of Supra and knows
8 nothing about Supra.

9 2) Supra is an insignificant, unreliable company that
10 customers should not consider to provide them local phone
11 services.

12 3) Customers will lose their opportunity to have
13 yellow pages advertising if they sign up with Supra.

14 4) Customers will lose access to the Internet if they
15 sign up with Supra.

16 5) Customers do not have to pay Supra if they dispute
17 Supra's bill.

18 6) Customers should file a complaint with the Florida
19 Public Service Commission if they have any problem with
20 Supra without first calling Supra to discuss any problems
21 they are having with Supra to give Supra an opportunity to
22 resolve any problems.

23 In his testimony, Mr. Brad Hamilton will address the
24 customer comments he received as a result of BellSouth's
25 contacts with Supra customers.

26 BellSouth has not only made comments in its contacts

1 with Supra customers during phone conversations, but
2 BellSouth has undertaken an anti-competitive campaign
3 against Supra that includes targeting specific business and
4 association customers that Supra had contacted and giving
5 disparaging information about Supra to those potential
6 Supra customers.

7 BellSouth is a member of the United States Telephone
8 Association which has undertaken an advertising campaign
9 against the provision of alternative local exchange
10 services that has contributed to the difficulties Supra has
11 experienced in gaining new customers. This campaign is
12 titled "Call Them On It." This media campaign, which
13 includes brochures, television ads, Internet ads, and
14 newspaper ads, focuses on creating doubt and concern in the
15 potential ALEC customers as to who will repair their phones
16 if there is a problem.

17

18 ISSUE NO. 11: WHAT RELIEF, IF ANY, SHOULD THE COMMISSION
19 ORDER FOR SUPRA OR BELLSOUTH?

20 A. The Commission should require BellSouth to provide
21 Supra with access to BellSouth's electronic interface and
22 all operational support systems that will enable Supra to
23 perform its ordering and provisioning, installation,
24 maintenance, and repair functions on a parity with
25 BellSouth. This means that Supra should not have to submit
26 any orders by fax. All ordering should be done

1 electronically, the same way BellSouth handles its own
2 customers' orders.

3 The Commission should stop BellSouth from charging
4 switching fees of \$19.00, the reconnection charge of
5 \$29.14, and the one month's service in advance charge for
6 each customer that switches to Supra.

7 The Commission should order BellSouth to include
8 Supra's name, as well as all other ALECs operating in its
9 territory, in its directory advertising to inform customers
10 that Supra and other ALECs are, in fact, providing
11 alternative local exchange services.

12 The Commission should require BellSouth to
13 dramatically modify its billing services to address the
14 needs of Supra as an ALEC. This means that BellSouth's
15 billing for Supra should be aimed at providing Supra the
16 billing information it needs in an accessible, meaningful
17 fashion. Any information in BellSouth's possession that
18 will assist Supra in its billing processes as an ALEC
19 should be required to be provided to Supra in a timely,
20 efficient manner. ~~BellSouth should be required to offer~~
21 ~~Supra the option of paying BellSouth to perform Supra's~~
22 ~~billing services at fair and reasonable rates.~~

23 The Commission should require BellSouth to refrain
24 from any further anti-competitive and discriminatory
25 activities against Supra including, but not limited to,
26 requiring BellSouth employees to:

1 a) acknowledge, in response to customer inquiries,
2 that Supra is a Florida Public Service Commission-
3 certificated alternative local exchange carrier;

4 b) tell customers of Supra to contact Supra if they
5 are reporting a problem to give Supra the opportunity to
6 resolve any problems they may be having;

7 c) stop advising Supra customers to file complaints
8 against Supra at the Florida Public Service Commission; and

9 d) stop making derogatory or untrue statements
10 regarding Supra of any kind to customers.

11 The Commission should stop BellSouth from sending
12 retention letters to new Supra customers for at least
13 eighteen months.

14 ~~The Commission should require BellSouth to offer Supra~~
15 ~~the option of paying BellSouth to perform Supra's billing~~
16 ~~services at fair and reasonable prices.~~

17 ~~The Commission should require BellSouth to resell its~~
18 ~~dark fiber to Supra as an unbundled network element.~~

19 The Commission should require BellSouth to refund to
20 Supra any amounts for which Supra was incorrectly billed or
21 overcharged.

22 ~~Most significantly, the Commission should arbitrate~~
23 ~~the rates, terms, and conditions of Supra's resale,~~
24 ~~collocation, and interconnection agreements with BellSouth~~
25 ~~because of BellSouth's failure to negotiate in good faith~~
26 ~~with Supra.~~

1 Q. Does this conclude your testimony?

2 A. Yes.

1 Q **(By Ms. Summerlin)** Mr. Ramos, did you
2 prepare a summary of your testimony?

3 A Yes, ma'am.

4 Q Okay. Would you please give the summary of
5 your testimony.

6 A Thank you, ma'am.

7 Good morning, Commissioners. My name is
8 Olukayode Ramos. I'd like to give a brief summary of
9 my amended direct testimony.

10 Over the passage of the Telecommunications
11 Act, Congress was making a powerful statement that
12 consumers have a right to choose among competing
13 companies for their local telephone services, just as
14 they now choose from which of the numerous competitors
15 will provide their long distance, Internet and the
16 wireless services. The TA represents that Congress
17 recognizes the great benefits of competition to
18 consumers, its intentions of which is that these
19 benefits will flow in the immediate future to
20 consumers for local telephone service.

21 The Telecommunications Act also places
22 specific and very serious obligations on the incumbent
23 local exchange carriers, like BellSouth, towards new
24 entrants, like Supra, into the local exchange services
25 market.

1 Supra initially believed wholeheartedly in
2 BellSouth. We trusted them. Alas, that trust has
3 been thrown overboard by BellSouth as a result of its
4 activities, which my testimony, those of my
5 colleagues, discoveries and their testimonies shall go
6 a long way to prove to you, Commissioners.

7 We at Supra have cried over BellSouth's
8 activities several times. We still continue to cry.
9 That's why we're in front of this Commission today
10 demanding for justice to help resolve the problems,
11 tyranny and oppression that BellSouth subjects unto
12 us. We are determined to succeed. We need your help
13 to succeed.

14 We have signed various agreements with
15 Lucent Technologies, Cisco Systems, run to several
16 millions of dollars to be able to provision Class 5
17 switches, Internet equipment and bring competition to
18 the people of Florida, benefits that will come to the
19 people of Florida. But without your help,
20 Commissioners, I do not think we shall be able to do
21 that.

22 Initially, when we filed this complaint,
23 BellSouth went to great extent in the testimonies of
24 Mr. Pat Finlen and Keith Milner to claim that Supra's
25 complaints lack merit. Discoveries at depositions

1 have proven otherwise.

2 We do not have access to OSS. Page 11 of my
3 amended testimony. The Interconnection Agreement --
4 the Interconnection Agreement specifically talked
5 about parity. There's nothing like parity existing
6 today. Nothing. We don't have anything. As a matter
7 of fact, from the evidence that we have noticed from
8 personal documents given to us by BellSouth, over
9 82.81% of all ALECs still fax their orders to
10 BellSouth. This involves manual processing.

11 We do not have access to BellSouth
12 procedures, products and services. We do not have
13 access to quick serve. In one of the training manuals
14 given to us by BellSouth they have kept away quick
15 serve from everybody. It is in there black and white
16 in their own writing. It's in the manual.

17 **MS. WHITE:** I apologize, Mr. Ramos, but,
18 Commissioner Deason, I'm going to have to object
19 because the last few minutes he seems to be going
20 outside the bounds of his direct testimony. He's
21 talking about things that have come up in depositions,
22 things that have come up in production of document
23 requests, and that was not in his direct testimony.

24 **COMMISSIONER DEASON:** Ms. Summerlin.

25 **MS. SUMMERLIN:** Commissioners, there are a

1 lot of things that are addressed in Mr. Ramos's
2 testimony. And I think that he is trying to
3 communicate some of the things that have been
4 uncovered during this proceeding. But I would concede
5 that it's important for Mr. Ramos to stay within the
6 bounds of the testimony that he filed.

7 **COMMISSIONER DEASON:** Mr. Ramos, at this
8 stage we ask that you stay within the scope of your
9 prefiled direct testimony.

10 **WITNESS RAMOS:** Yes, sir.

11 I do not want to bore you with a lot of the
12 issues that are realistic, because I'm sure you've
13 read about them, both in my testimony and my rebuttal.

14 Going straight to the point: Billing. We
15 do not have information to provide billing to our end
16 users. We do not have the necessary information that
17 we need. Because I stated in my testimony and my
18 exhibits, the billing information, some vital parts
19 have been encrypted. They have been denied to us.

20 Telephone number access. We do not have
21 access to telephone numbers except the ones provided
22 to us by BellSouth at their own will.

23 Loss of dial tone. We've lost dial tone in
24 our office on two instances.

25 OSS. We do not have access to the same OSS

1 that their own people have, both at their retail
2 services end and as well as the LCSC side. We need
3 access to an OSS called CRIS, Customer Records
4 Interface Systems; RSAG. There are quite a lot of
5 names. About six or seven of them that I do not want
6 to elaborate on. But we need access to those systems
7 to be able to perform services at a competitive level
8 with BellSouth.

9 Notification requirements. We are not being
10 provided today by BellSouth timely notification
11 requirements as contained in our Interconnection
12 Agreement with them.

13 Repair. We do not have access, and our
14 customers do not have access to the same repair that
15 BellSouth engineers have access to.

16 Manuals and training. Training and manuals.
17 The manuals we're being given are far inferior and
18 less in quality and quantity information-wise compared
19 to what BellSouth has provided to its own staff.

20 At some point in November 1997, when we got
21 really, really fed up with the whole accounting, we
22 wrote a letter requesting for a change of that
23 accounting. That was denied. We want a change of the
24 account team. The account team we're working with
25 right now, from the various things you're going to

1 see, Commissioners, it is apparent that we cannot get
2 the quality of service that we need to get as per the
3 requirements of the Telecommunications Act.

4 As stated in my testimony, one thing
5 BellSouth is really good at is collections of revenue
6 from us. Part of the things that they claim is that
7 we want better payment arrangements. That's what this
8 whole complaint is about. That's not true. What
9 we're talking about is the ability for us to be able
10 to compete with them.

11 Commissioner, this complaint is not about
12 people. It's about issues that we have raised in my
13 testimony, in my colleagues' testimonies and things
14 like that. Because we believe that it is only by
15 allowing you, the Commissioners, to know about our
16 plight that you can be able to help resolve our
17 problems. You have the capacity to transform this
18 whole process, and we rely on you for the support, to
19 help us transform this whole process so that we can
20 become competitive with BellSouth.

21 In my testimony, and those of my colleagues,
22 we've talked about BellSouth that has designed the
23 resale agreement, the Interconnection Agreement and
24 collocation agreements with all of the associated
25 rates to ensure the survival of their empire,

1 frustrating the efforts of the Congress of this
2 country, and denying the people the opportunity of
3 enjoying the benefits of competition.

4 Commissioners, you set the standards. God,
5 the will of the people, of this state and country
6 entrusted you with that challenge.

7 This whole complaint is about what is right
8 for the people of Florida and the Telecommunications
9 Act. This is about justice for which we're here for.

10 I wish to thank you very much for your time.
11 And I pray for God's blessings for you all.

12 **MS. SUMMERLIN:** Tender the witness for cross
13 examination.

14 **COMMISSIONER DEASON:** Ms. Summerlin, we've
15 not inserted the prefiled testimony. Do you wish to
16 do that at this time?

17 **MS. SUMMERLIN:** Yes.

18 **COMMISSIONER DEASON:** I do understand that
19 there's been some testimony that has been stricken.

20 **MS. SUMMERLIN:** Yes, Commissioner. Based on
21 the decision on the disputed issues, I don't think
22 there's much point in trying to raise any argument to
23 that this point.

24 **COMMISSIONER DEASON:** Then you're moving the
25 insertion of the prefiled direct and the amended

1 direct, with the exclusion of that portion of the
2 amended testimony which was stricken by the Prehearing
3 Officer's ruling.

4 **MS. SUMMERLIN:** Yes.

5 **COMMISSIONER DEASON:** Just for purposes of
6 the record, I'm going to describe that, and this is
7 contained in the order. The stricken part of the
8 testimony it's my understanding is Page 5, Line 22
9 through Page 11, Line 3, Page 12, Line 25 through
10 Page 13, Line 1. Page 48, Lines 20 through 22, and
11 Page 49, Lines 14 through 18 and Lines 22 through 26.

12 I had a question concerning exhibits OAR-1
13 through 3. Were those stricken or not stricken by the
14 Prehearing Officer?

15 **MS. KEATING:** Yes, Commissioner, exhibits
16 OAR-1 through 3 were stricken.

17 **COMMISSIONER DEASON:** We'll deal with that
18 then when we move the Composite Exhibit 2. With the
19 exception of the stricken testimony, the prefiled
20 testimony and the prefiled amended direct testimony
21 shall be inserted into the record without objection.

22 (NOTE: Testimony has already been inserted
23 starting at Page 11.)

24 **MS. WHITE:** Thank you. Before I start my
25 cross examination of Mr. Ramos, we have some exhibits

1 we'd like to put in the record.

2 The first exhibit is Mr. Ramos's deposition.
3 I'm handing out copies now and I'd like to have an
4 exhibit number for that.

5 **COMMISSIONER DEASON:** It will be identified
6 as Exhibit 3.

7 (Exhibit 3 marked for identification.)

8 **MS. WHITE:** The next exhibit that will be
9 handed out will be the late-filed deposition exhibits
10 to Mr. Ramos's deposition. I'd like to have those
11 marked for identification.

12 **COMMISSIONER DEASON:** Exhibit 4.

13 (Exhibit 4 marked for identification.)

14 **MS. WHITE:** And the last exhibit will be
15 Supra's Responses to BellSouth's First Set of
16 Interrogatories. I'd like that to be identified.

17 **COMMISSIONER DEASON:** That will be
18 Exhibit 5.

19 (Exhibit 5 marked for identification.)

20 **MS. WHITE:** Ms. Summerlin, many of the
21 questions I'm going to be asking Mr. Ramos come from
22 the Interconnection Agreement and the Resale
23 Agreement, and I have an extra copy here if you'd like
24 to give it to him.

25 (Counsel hands document to witness.)

CROSS EXAMINATION

BY MS. WHITE:

Q Good morning, Mr. Ramos. My name is Nancy White, representing BellSouth Telecommunications.

At this point in time Supra is a reseller of BellSouth's Telecommunications services; isn't that correct?

A Correct.

Q And Supra is not providing service using unbundled network elements at this point, is it?

A At this point in time, yes, no. Correct.

Q At this point Supra is not providing service using unbundled network elements?

A Correct.

Q Now, would you agree that Section 2 of Attachment 6 of the Interconnection Agreement between BellSouth and Supra deals with access to operational support systems?

COMMISSIONER DEASON: What was the question?

MS. WHITE: Would you agree that Section 2 of Attachment 6 of the Interconnection Agreement deals with access to operational support systems?

A Correct.

Q Now, in Section 2.2 is labeled "Preordering," correct?

1 A Correct.

2 Q And in that section it states that BellSouth
3 will provide access to preordering functions through
4 LENS; is that correct?

5 A Correct.

6 Q Does Supra use LENS for preordering
7 functions?

8 A Correct.

9 Q When did Supra begin using LENS for
10 preordering functions?

11 A About July '97.

12 Q And Supra first started operating in Florida
13 as an ALEC in July of 1997, didn't they?

14 A Correct.

15 Q Now, LENS is an electronic interface, isn't
16 it?

17 A Correct.

18 Q Does LENS require that -- let me go on to
19 the next one for a minute.

20 Does LENS provide Supra with access to the
21 customer service record?

22 A Not fully. It depends on what you want. It
23 depends on what you mean by that, ma'am. Not
24 entirely.

25 Q All right. Do you know what a customer

1 service record is?

2 A I know.

3 Q What is a customer service record?

4 A A customer service record is a record, you
5 know, of the customer services which details out the
6 kind of services the customer has, whether it's a
7 business line, residential line; the various features
8 and services and the rest of them. That's what
9 customer service record is.

10 Q And does LENS provide Supra access to that
11 customer service record that you just described?

12 A Ma'am, like I told you, I answered that
13 question the very first time. I said it depends. It
14 depends on the kind of customer you're looking at.

15 If the customer is a small business or just
16 a two-line residential customer, yes. But when you're
17 talking about large businesses, large organizations,
18 LENS does not provide you that information.
19 Mr. Bradford Hamilton, who is a great user of LENS, is
20 here today as part of the witnesses for Supra. He can
21 testify to that, ma'am.

22 Q So it's your testimony that LENS does not
23 provide Supra access to the customer service records
24 of large business customers?

25 A Yes, ma'am.

1 Q But it provides access to the customer
2 service records of small business customers and
3 residential customers?

4 A Yes, ma'am.

5 Q Does the customer service record contain the
6 customer service address?

7 A Come again, please?

8 Q Yes. Does the customer service record
9 contain the address where the customer is receiving
10 service?

11 A Yes, ma'am.

12 Q Now, Section 2.3 of the Attachment 6 to the
13 Interconnection Agreement concerns service ordering
14 and provisioning, does it not?

15 A Ma'am? I'm sorry?

16 Q Yes, Section 2.3.

17 A Yes, ma'am.

18 Q Of Attachment 6 to the Interconnection
19 Agreement provides for service ordering and
20 provisioning.

21 A Yes, ma'am.

22 Q And in that paragraph BellSouth states that
23 it will provide electronic data interchange, or EDI,
24 for resale orders, does it not?

25 A Yes, ma'am.

1 Q And it also says that BellSouth also
2 provides an ordering capability through LENS, which is
3 local exchange navigational system?

4 A Yes, ma'am.

5 Q Now, does -- EDI is an electronic interface,
6 is it not?

7 A Yes, ma'am.

8 Q And Section 2.3 of the Interconnection
9 Agreement states that EDI may be used for resale
10 request, does it not?

11 A Yes, ma'am.

12 Q Now, Supra has access to LENS, doesn't it?

13 A Yes, ma'am.

14 Q And Supra has access to EDI, doesn't it?

15 A Yes, ma'am.

16 Q Now, does LENS require that the order be
17 faxed?

18 A No, ma'am.

19 Q Does EDI require that the order be faxed?

20 A No, ma'am.

21 Q Now, you also claim that BellSouth has not
22 provided adequate information on the USOC codes, and
23 that's universal service ordering codes.

24 A Yes, ma'am.

25 Q Did BellSouth provide Supra with a USOC

1 manual?

2 **A** They give them to us in January, ma'am.

3 **Q** Did BellSouth provide Supra with the Local
4 Exchange Ordering Guide?

5 **A** Yes, ma'am.

6 **Q** Are the USOCs contained in that?

7 **A** Part of them.

8 **Q** Are the USOCs posted on BellSouth's
9 Interconnection Services Web?

10 **A** Ma'am?

11 **Q** Are the USOCs posted on BellSouth's
12 Interconnection Services Web Page?

13 **A** In March.

14 **Q** Are the USOCs contained in BellSouth's
15 Florida tariffs?

16 **A** Yes, ma'am.

17 **Q** Now, on Section 2.4 of Attachment 6 to the
18 Interconnection Agreement, that section deals with
19 service trouble reporting and repair, doesn't it?

20 **A** Yes, ma'am.

21 **Q** Now, for resale orders BellSouth offers
22 Supra the TAFI interface, doesn't it?

23 **A** Yes, ma'am.

24 **Q** And is that an electronic interface?

25 **A** Yes, ma'am.

1 Q Does Supra use TAFI?

2 A Our usage of TAFI has been handicapped
3 because of the limitations placed on that system by
4 BellSouth.

5 BellSouth expects us to dial long distance
6 every time that we want to make use of TAFI. So that
7 means to keep TAFI on, it's cost prohibitive. And
8 when the implementation team that was sent to us came
9 on March 24th to 26th this issue was discussed with
10 them. And they confront that it was wrong; that it
11 should not have been set up that way. That it was
12 supposed to be set up local. And then, before that,
13 ma'am, in October, I had complained about this issue
14 several times.

15 Q So does Supra use TAFI for repair?

16 A Once in a while, yes.

17 Q Has Supra received the TAFI User Guide?

18 A Yes, ma'am. We even went for training on
19 that which BellSouth trained us on that.

20 Q Okay. Now, if you'd look at the Resale
21 Agreement, which I believe I also gave you a copy of,
22 and if you'd look at Section 5-E.

23 A 5 what?

24 Q Roman numeral 5 "E" as in "Edward."

25 A Yes, ma'am.

1 Q That section of the Resale Agreement
2 requires Supra to have a toll-free contact number for
3 repair calls, doesn't it?

4 A Yes, ma'am.

5 Q Does Supra have such a number?

6 A Yes, ma'am.

7 Q What is it?

8 A 1-888-31-Supra.

9 Q Does Supra give that number to its
10 customers?

11 A The number is always on our bills, ma'am.

12 Q Okay. Do you publicize the number to your
13 customers in any other way besides on the bill?

14 A Yes, ma'am. It's on our Web site.

15 Q Is there any other method in which it's
16 publicized?

17 A Ma'am?

18 Q Is there any other method besides the bills
19 and Web site in which it is publicized?

20 A That's as far as I can really say right now
21 but Mr. Bradford Hamilton will be able to shed more
22 light on that.

23 Q Mr. Hamilton?

24 A Yes, ma'am.

25 Q Now, BellSouth has offered training classes

1 to Supra, has it not?

2 A It depends on what you mean by that, ma'am.

3 Q Well, I mean, I think that's a pretty clear
4 question. Has Supra attended training classes offered
5 by BellSouth?

6 A Yes, we have attended training classes
7 offered by BellSouth. But we have discovered, even
8 during those training classes, that those training
9 classes are not sufficient. And then right now, also,
10 we've discovered that those classes are inadequate.

11 Q Has Supra attended the CLEC basic training
12 class offered by BellSouth?

13 A Yes, ma'am.

14 Q And that's a five-day course covering
15 preordering, ordering, provisioning, billing and
16 maintenance, isn't it?

17 A Yes, ma'am.

18 Q Has Supra attended a BellSouth training
19 course on LENS?

20 A Yes, ma'am. Several times.

21 Q Has Supra attended a BellSouth training
22 course on EDI?

23 A Yes, ma'am.

24 Q Has Supra attended a BellSouth training
25 course on TAFI?

1 **A** Yes, ma'am.

2 **Q** Has Supra attended a BellSouth training
3 class on unbundled network elements?

4 **A** Yes, ma'am.

5 **Q** Has Supra attended a BellSouth training
6 class on BellSouth's products and services?

7 **A** Yes, ma'am.

8 **Q** Has BellSouth offered Supra training for
9 free?

10 **A** Yes, ma'am.

11 **Q** Now, Section VIII, Roman Numeral 8, of the
12 Resale Agreement covers payment and billing
13 arrangement, does it not?

14 **A** Yes, ma'am.

15 **Q** And Section C, VII-C, -- I'm sorry. Wait a
16 minute. I'm confused. VII. I'm sorry, Section VII
17 of the Resale Agreement covers payment and billing
18 arrangements?

19 **A** Ma'am? Section?

20 **Q** VII. Roman Numeral 7. This is of the
21 Resale Agreement, I'm sorry.

22 **A** Okay. Yes, ma'am.

23 **Q** Section VII-C states that payment of all
24 charges will be the responsibility of the reseller,
25 doesn't it?

1 **A** Yes, ma'am.

2 **Q** And Section VII-E states that BellSouth will
3 bill the reseller in advance, does it not?

4 **A** Yes, ma'am.

5 **Q** And Section VII-F states that payment is
6 payable in immediately available funds, does it not?

7 **A** Yes, ma'am.

8 **Q** And Section VIII of the Resale Agreement
9 covers the discontinuance of service, does it not?

10 **A** Yes, ma'am.

11 **Q** And Section VIII-B of the Resale Agreement
12 covers when BellSouth will stop accepting orders for
13 service from a reseller?

14 **A** Yes, ma'am.

15 **Q** Isn't that correct?

16 **A** Correct, ma'am.

17 **Q** And that agreement allows BellSouth to
18 refuse Supra's applications for service if the
19 conditions in VIII-B-2 are met?

20 **A** Yes, ma'am.

21 **Q** Now, would you accept, subject to check,
22 that Attachment 7 to the Interconnection Agreement is
23 similar to this?

24 **A** Yes.

25 **Q** Now, is it your opinion that when Supra

1 presents a payment check to BellSouth, BellSouth
2 should deposit the check and not concern itself with
3 whether -- there are sufficient funds to cover the
4 check?

5 A Yes, ma'am.

6 Q And do you believe BellSouth has the right
7 to check with the bank to determine if there's
8 sufficient funds to cover the check?

9 A I wouldn't want to speculate on that issue.

10 Q Has Supra paid its bills to BellSouth in a
11 prompt manner?

12 A Yes, ma'am.

13 Q Has Supra complied with the payment
14 arrangements it's made with BellSouth in a timely
15 manner?

16 A Yes, ma'am.

17 Q Now, does Supra use telemarketers?

18 A Yes, ma'am.

19 Q Are these employees of Supra or outside
20 contractors?

21 A We had a mixture of the two at one time,
22 yes.

23 Q What do you have today?

24 A Right now -- we don't have telemarketers
25 right now.

1 Q Okay. When did you stop having
2 telemarketers?

3 A Say about January.

4 Q January?

5 A Yes, ma'am.

6 Q So before that you had telemarketers that
7 were both employees of Supra and outside contractors;
8 is that correct?

9 A Yes, ma'am.

10 Q And during that time were the sales
11 employees of Supra paid by wages or per account?

12 A It was a mixture of the two.

13 Q And were the outside --

14 **MS. SUMMERLIN:** Commissioners, I'm going to
15 insert an objection here, that nothing about these
16 issues was raised in Mr. Ramos's testimony. Nothing
17 about telemarketers or anything about the way they
18 were compensated has been raised in his direct
19 testimony.

20 **MS. WHITE:** And I would point Ms. Summerlin
21 to Issue No. 5 of this case which, I believe, laid the
22 foundation for Issue 5, is that BellSouth acted,
23 responded appropriately to consumer queries regarding
24 Supra. And I'm laying the foundation for a response
25 to that issue.

1 **MS. SUMMERLIN:** Commissioners, if Ms. White
2 intends to get into issues that relate to a completely
3 separate proceeding, a Show Cause proceeding against
4 this company, and intends to use that issue as a basis
5 for that, I would object very strongly to that.

6 I think that those issues are not relevant
7 to this case. The issue here is how has BellSouth
8 acted in contacts with customers; not how Supra sold
9 its services.

10 **COMMISSIONER DEASON:** How do these questions
11 relate to Issue 5?

12 **MS. WHITE:** One of our bases for our
13 response to that issue is that our customer service
14 reps were getting consumer queries regarding Supra
15 during a period when Supra was slamming customers, and
16 during a period when Supra was representing itself to
17 potential customers as being BellSouth.

18 **MS. SUMMERLIN:** Commissioners, I'm going to
19 object to Ms. White stating that Supra slammed
20 customers.

21 **COMMISSIONER DEASON:** Her statements are not
22 testimony on the record. And I understand the
23 objection.

24 I'm going to allow this questioning to
25 continue. If you need to move quickly and get to the

1 point as to how this relates to Issue 5.

2 MS. WHITE: I understand.

3 Q (By Ms. White) When one of your sales
4 employees signs up a new customer, what kind of
5 information do they ask the customer for? Do they ask
6 the customer for his name?

7 A Yes.

8 Q Do they ask the customer who they want the
9 bill sent to?

10 A Yes.

11 Q Do they ask the customer the address they
12 want the bill sent to?

13 A Yes.

14 Q Do they ask for the address at which the
15 service will be rendered?

16 A Yes.

17 Q Do they ask for the customer's telephone
18 number?

19 A Yes.

20 Q Now, Section 8.1 of Part A of the
21 Interconnection Agreement states that Supra is
22 prohibited from any use of the BellSouth name; isn't
23 that correct?

24 A Section what?

25 Q Section 8.1 of the Interconnection

1 Agreement.

2 **A** Correct. Yes, ma'am.

3 **Q** Now, if you would look at your exhibit
4 OAR-4, that's a Supra bill for an end user customer
5 dated February 25th, 1998?

6 **A** Yes.

7 **Q** Is BellSouth's name on that bill?

8 **A** Yes, ma'am.

9 **Q** Is BellSouth's name on all of Supra's bills
10 to the end user?

11 **A** Yes.

12 **MS. WHITE:** I'm handing out a letter that
13 was attached to Mr. Finlen's testimony, but I'm going
14 to use it with Mr. Ramos and I'd like it to be
15 identified as a next exhibit.

16 **COMMISSIONER DEASON:** It will be identified
17 as Exhibit 6.

18 **MS. WHITE:** That would be the letter from
19 R. J. Campbell to Mary Jo Peed.

20 (Exhibit 6 marked for identification.)

21 **Q** **(By Ms. White)** Mr. Ramos, are you familiar
22 with this letter?

23 **A** This particular letter, I have seen it. As
24 a matter of fact, when this letter was written by
25 Mr. Campbell, who is no longer an employee of Supra --

1 when this letter was written by Mr. Campbell, the
2 management of Supra, the whole management had a
3 meeting and we told him this letter as highly illegal
4 because this is not the management of Supra's stand.

5 Unfortunately, I do not have my response on
6 the issues raised by Mary Jo Peed in a letter here
7 with me right now, but before the end of this
8 proceeding I can begin to get my actual reply to her.

9 It was after my reply, right, that
10 Mr. Campbell wrote this letter. It was not with my
11 authority. I was not even present in this environment
12 when Mr. Campbell wrote this letter, and Mr. John
13 Reinke, who is vice president, can testify to that.

14 Q So are you saying that Mr. Campbell --
15 you're familiar with Mr. Campbell, correct?

16 A Yes, I am.

17 Q And Mr. Campbell was vice president of
18 marketing for Supra, correct?

19 A Correct.

20 Q And in this letter he states -- and this is
21 the second bullet point, "Supra will not use
22 BellSouth's name and/or trademarks in any materials,
23 including promotional literature, stationery, et
24 cetera. Supra will immediately destroy materials with
25 BellSouth's names or marks.c. Is it your testimony

1 that he did not have authority to make that statement?

2 **A** I have told you my side of this particular
3 letter. My reply to Ms. Mary Jo Peed, when she sent
4 us a letter, my reply to her still remains on reply by
5 her.

6 Mr. Bob Campbell wrote this letter without
7 my authority. And as a matter of fact, when we had
8 the management meeting after this letter, the whole
9 management expressed the fact to him that we were
10 completely dissatisfied with this letter.

11 **Q** Has Supra met the commitments it made to
12 BellSouth in this letter?

13 **A** Ma'am, like I said, Supra's management was
14 not a party to this letter. My letter to Mary Jo Peed
15 on this particular issue in response to her letter
16 still stands. And that, my response, has not been
17 replied by Ms. Peed up to today.

18 **Q** Let me ask this way: Has Supra lived up to
19 the commitment in Section 8.1 of the Interconnection
20 Agreement not to use BellSouth's name in any
21 communications?

22 **A** Yes, ma'am.

23 **Q** And how do you square that with the fact
24 that BellSouth's name is on every bill that Supra
25 sends to an end user customer?

1 A Okay, ma'am. Because these bills --
2 (indicating documents) -- these bills were generated
3 from BellSouth's records.

4 What is Supra today? What does Supra really
5 do today, ma'am? Supra is a reseller of BellSouth
6 services. We rely on the bills sent to us by
7 BellSouth to generate our own bills. And we have been
8 very, very honest here about what we get from
9 BellSouth and charge to the end users.

10 Q Does Section 8.1 of the Interconnection
11 Agreement state that you can't use BellSouth's name in
12 any materials except on your bills?

13 A It doesn't state that, ma'am.

14 MS. WHITE: Thank you. I have nothing
15 further.

16 COMMISSIONER DEASON: Staff.

17 CROSS EXAMINATION

18 BY MS. KEATING:

19 Q Good morning Mr. Ramos.

20 A Good morning, ma'am.

21 Q We just have a few questions. First
22 regarding that October 6th letter, could you explain
23 exactly why it is that management was upset with that
24 letter?

25 A Let me take a while to read it again so that

1 I can tell you why, you know. (Pause)

2 Okay. Why we were upset with the letter was
3 this: I remember clearly when we received the
4 communication from BellSouth about this -- about the
5 process there. And the management of my company met,
6 we actually met until about 2 a.m. that morning,
7 myself, John Reinke, Mr. Lashiwer (ph), Bob Campbell.
8 We all met and we agreed on a reply to BellSouth,
9 which we did. We sent them a reply.

10 And I was somewhere, I was either out of the
11 country, maybe I was in London on an official trip or
12 travelling somewhere to meet with some vendors, and
13 BellSouth had still not turned up LENS.

14 So Mr. Bob Campbell, as vice president of
15 marketing then, felt for him and the marketing people
16 to have access to LENS, he felt the only way was to
17 take Ms. Peed's letter, the way Ms. Peed's couched the
18 response she wanted from us, Mr. Campbell just took it
19 wholeheartedly like that and then sent a reply to
20 BellSouth so that they could turn us up at that point
21 in time. And when I came back, John Reinke was there,
22 he will testify to that -- when I came back we had a
23 meeting. We said at no point should any human being
24 sell his soul and dignity because somebody wants to
25 put you to shame. You must always try and avoid that

1 situation.

2 Q So let me just be clear. The reason you
3 were upset wasn't anything that was specifically in
4 the letter, it was simply that he had bypassed
5 management. Was that it?

6 A Yes, ma'am. Both the issue that, you know,
7 he bypassed management and there are some specific
8 things in the letter that we object to.

9 Q Okay.

10 COMMISSIONER GARCIA: Point out for me what
11 you object to in the letter.

12 WITNESS RAMOS: That Supra will do nothing
13 to imply that it is in partnership with, it's
14 affiliated with, sponsored or endorsed by BellSouth or
15 any of its affiliates.

16 These were direct sentiments written by
17 BellSouth, by Mary Jo Peed -- Ms. Peed, I'm sorry --
18 for us to type out a letter like this and then for us
19 just to agree to this.

20 This first one in the first instance, Supra,
21 at any point in time, never gave the impression to
22 people, to any customer, to subscribers, that we are
23 not an affiliate of BellSouth; that we are sponsored
24 by BellSouth. I mean, what would we be thinking to
25 have such a feeling?

1 And then the statement went on to say --
2 (Pause) The letter went on to say that use of the
3 BellSouth name and marks will be removed for the Supra
4 Website effective immediately. The Website has been
5 currently rendered inaccessible until the changes are
6 made.

7 **COMMISSIONER GARCIA:** Just for my own
8 clarification, what you were trying -- you disagreed
9 with the letter because it was a form of admission to
10 something that you did not agree that you were doing?

11 I don't understand why -- I understand what
12 Mr. Campbell was trying to do and I assume that what
13 he was trying to do is allay certain concerns of
14 BellSouth.

15 **WITNESS RAMOS:** That is correct.

16 **COMMISSIONER GARCIA:** Now, the reason you
17 disagree with this letter from Mr. Campbell is because
18 the statements made here sort of intimate that you
19 were doing this before. Is that what you're saying?

20 **WITNESS RAMOS:** Yes, sir.

21 **COMMISSIONER GARCIA:** Okay. Sorry.

22 **Q (By Ms. Keating)** Okay. Now, regarding
23 some of the training classes, you indicated Supra has
24 attended several of BellSouth's training classes but
25 they are inadequate. Could you explain to us exactly

1 why you feel they are inadequate?

2 **A** Okay. I will do that, ma'am.

3 Ms. Summerlin, can I see --

4 **MS. SUMMERLIN:** Do you want material?

5 **WITNESS RAMOS:** The material. (Witness
6 indicates he doesn't want material from Ms. Summerlin)

7 Why I said that the training classes are
8 inadequate are the following reasons -- well, I would
9 not know, also, whether I would be crossing my bounds,
10 my limitations here by my answer, but, you know, if
11 I'm doing that, please just tell me so I can quickly
12 stop.

13 I have been to several CLECs training,
14 present services; myself, my colleagues, we have all
15 been there. The basic issues that concern how do we
16 do business with BellSouth were never addressed.

17 One of the most important ones was on
18 billing. Sometime in July I went for a LENS training
19 class at BellSouth. And there it was discovered that
20 before Supra could do business with BellSouth, we
21 would need a Q account and some other administrative
22 issues. I took care of the Q account. And I also
23 meet with Mr. Jessie Bledsoe that July period to
24 discuss the various billing options available to us.
25 This is just to show you that from the very beginning

1 I and my company had been aware that billing will be
2 an important issue.

3 And then the other fact is that I have been
4 opportuned to take a look at BellSouth's training
5 manuals for their own selves, for their own people.
6 Those manuals are not comparable to what has been
7 given to us. These manuals we're talking about are
8 comprehensive. They talk about everything. They've
9 taught them everything. We don't know anything. We
10 had to struggle for whatever we know today. That's
11 why I said those training programs are inadequate.

12 And you will also see from the present
13 documents that the training attendance, the attendance
14 after CLECs in the training classes are going down; it
15 is dropping. The curve is like this. (Indicating)

16 **COMMISSIONER JACOBS:** Mr. Ramos, were you
17 able to determine from those training classes what
18 your requirements would be to submit orders to LENS?
19 What your requirements would be to actually transfer a
20 formal BellSouth customer to become a customer of
21 yours, what all of the specific details would be of
22 that?

23 I get the impression from your testimony
24 that once you began the transfer of customers, as you
25 took on BellSouth's customers, you were presented with

1 circumstances and situations for which you were not
2 prepared to deal with, and you had no information from
3 BellSouth as to how to resolve those. Is that an
4 accurate depiction of your testimony?

5 **WITNESS RAMOS:** That is correct, sir.

6 **COMMISSIONER JACOBS:** And you didn't get
7 that from the training that you went to.

8 **WITNESS RAMOS:** That is correct, sir.

9 **Q** (By Ms. Keating) I guess I'm a little
10 unclear on something. You said that the manuals that
11 you get aren't comparable to the manuals that
12 BellSouth has. And you said it was because the
13 manuals that you get are too comprehensive?

14 **A** Oh, no. The manuals we get are so little.

15 Ms. Summerlin has a manual, a LSR training
16 lesson that was sent to us; is with Ms. Summerlin.
17 She has it. And, you know, they have a carton, you
18 know, of manuals like this. They are good for, like,
19 about six weeks intensive training, you know, on this
20 of LSRs. We get something like that day, that's what
21 we get. Even less than a day for the LSRs.

22 **Q** Regarding the billing, could you explain for
23 us why is it that Supra can't get billing information
24 from its customers?

25 **A** Thank you very much, ma'am.

1 During the course of our discovery process
2 in this whole complaint, it was discovered -- let me
3 start it this way: In the DAB, which I have in my
4 laptop right here -- in the DAB there's an address
5 text which is supposed to give you the addresses of
6 the end users. Part of my exhibits, OAR-13, what we
7 get when we open that address text is this
8 information. (Indicating) And we've used a software
9 called Disk Prove (ph) to convert this particular
10 information into ASCII format that we can readily use.

11 During that process we discovered that there
12 are some particular fields, which is between 80 and
13 85, that have been used to encrypt those billing
14 addresses. This has been an ongoing issue with
15 BellSouth that we've discussed with them.

16 Then part of the training manuals that were
17 collected from BellSouth during the discovery process,
18 we actually discovered in them that there's a section
19 which states "billing addresses should not be given to
20 local telephone telecommunications providers except to
21 the preferred interexchange carrier." That tells us
22 everything. That, as a matter of fact, all of the
23 months that we have spent on researching for an answer
24 from BellSouth, right through from August, or
25 September 1997, until March, were just wasted because

1 it's a policy matter by BellSouth not to give us those
2 addresses.

3 Q Okay. Thank you. One more question,
4 Mr. Ramos.

5 You've identified quite a number of specific
6 problems that you have had with BellSouth. And what
7 I'd like to know is could you tell us specifically
8 what remedy you would have the Commission give
9 BellSouth in this case?

10 A Thank you, ma'am. On Page 47 of my Amended
11 Direct Testimony, starting from Issue No. 11, I
12 discussed the issues of OSS, operational support
13 systems. They are very, very vital to customer care;
14 ordering, billing and the rest of them.

15 BellSouth claims that they've given us
16 access to LENS. We've told them that is not parity.
17 That is not what your guys are using. Give us what
18 your people are using.

19 What BellSouth service reps use are the
20 following, and that's also what we want. They use
21 RSAG, which represents Regional Street Addressing
22 Guide. They use CRIS, Customer Record Information
23 System -- if I'm getting, CRIS. RNS. DOE, D-O-E.
24 SONGS, S-O-N-G-S. SDP. BOCRIS. ATLAS. SOCs, LESOG.
25 Old, O-L-D, and C-CAP. We want access to those

1 interfaces.

2 Then, moving on to Page 48, BellSouth
3 charges us \$19 for each switching. There's no need
4 for that. "Switching of "switch as is" customers,
5 it's been proven that it's only a mere change of
6 records; just like changing your PIC. They know it.
7 So I don't know why they are charging us \$19 for that.
8 They only charge the interconnection carriers \$3 to
9 change the PIC of the subscribers. Whereas, in the
10 local exchange world, they are charging us \$19 to
11 change each subscriber. That cannot give room to any
12 competition, because how much are we going to even
13 make looking at the investment up front per each
14 subscriber. Who is going to carry that bill? Is that
15 Supra or on the end user?

16 Then BellSouth should include our names in
17 their directories as an offerer of local telephone
18 services. And I view this issue also very strongly.
19 Because like today, if you go to the Post Office you
20 won't -- there's a flier prepared by the Post Office,
21 by the Postal Service, you know, of list of addresses
22 of telephone numbers, useful telephone numbers to
23 contact if you are moving. BellSouth's name is there
24 as the only local exchange telephone service provider.
25 We want Supra's name to be on that list as well.

1 It's been proven and confirmed by BellSouth
2 themselves, Mr. Scollard, Mr. Milner, that BellSouth
3 does not have any billing format for ALECs. They are
4 purely using CLUB, which is the billing system they
5 are using right now for their own end users.

6 BellSouth should be made to dramatically
7 modify the billing process. Because they are just
8 treating us, right now, like one of their end users.

9 The Commission should require BellSouth to
10 refrain from further anticompetitive discriminatory
11 activities against my company; acknowledge and respond
12 to customer inquiries about Supra. I've listed all of
13 that in my testimony on Page 49. The Commission
14 should also stop BellSouth from further sending out
15 retention letters to our customers.

16 As included in my exhibit OAR-14 -- OAR-14,
17 there's a letter which BellSouth sends out to
18 customers. This letter, we have noticed and
19 confirmed, that it generates fear in the minds of
20 consumers.

21 The letter is telling consumers that they've
22 left BellSouth's network. They are still in
23 BellSouth's network. Supra is merely a reseller of
24 BellSouth services. BellSouth gives us a discount of
25 16.81% on business customers. They give us 20.83%

1 discount on residential customers. What that is
2 effectively is that BellSouth is still responsible for
3 80% of these revenues. And moreover, if the customers
4 have repair problems, it is BellSouth that is going to
5 fix the repair problems of these customers as by the
6 agreement we have with them.

7 But this kind of letter, as clearly seen
8 here, contradicts that entirely. And we have
9 agreements with other ILECs, other incumbent local
10 exchange carriers in Florida here, that they have told
11 us categorically they did not send out such letters to
12 customers. That the only thing they send out to
13 customers they use is final bill. That after that,
14 they do not send out any other letter to the
15 customers.

16 The Commission, in Mr. Pat Finlen's -- in
17 Mr. Pat Finlen's rebuttal testimony and deposition he
18 confirmed that dark fiber is an unbundled network
19 element.

20 **MS. WHITE:** Excuse me. I'm objecting. That
21 is one of areas that have been stricken from this
22 case.

23 **COMMISSIONER DEASON:** Ms. Summerlin.

24 **MS. SUMMERLIN:** Ms. White is correct, that
25 that is an issue that's been stricken.

1 **WITNESS RAMOS:** Sorry, sirs.

2 The Commission should also require BellSouth
3 to refund to Supra all amounts for which Supra was
4 incorrectly billed and overcharged.

5 Sirs, what is happening right now is that in
6 the tariff written by BellSouth -- the tariff written
7 by BellSouth, they have a right to charge every end
8 user one month's minimum service charge.

9 What that transfers to, sir, is that if I
10 get a customer today, if the customer stays with Supra
11 for just one day, BellSouth will charge us that
12 minimum one month, and they have been doing that.
13 They claim that the tariff allows them to do that, not
14 reminding themselves of the fact that they actually
15 wrote the tariff themselves.

16 Sirs, we think that if there's going to be
17 competition in this environment, that minimum
18 one-month charge should be removed. Because if a
19 subscriber decides, after receiving a letter like this
20 from BellSouth, to go back to BellSouth, BellSouth
21 would bill my company -- and they have been doing
22 that, they will bill me for one month, despite the
23 fact that the subscriber stays with us for only one
24 day. What about 22?

25 **MS. SUMMERLIN:** Are you asking if that's

1 been stricken?

2 WITNESS RAMOS: Yes.

3 MS. SUMMERLIN: What page?

4 WITNESS RAMOS: Page 49, 23 through 26.

5 MS. KEATING: Yes.

6 MS. SUMMERLIN: Yes.

7 COMMISSIONER GARCIA: Maybe we can hurry
8 this along. I think the question was very specific
9 from Staff as exactly what you want us to do.

10 WITNESS RAMOS: And then the last, sir, is
11 training. We want to be given the opportunity to
12 attend the same training classes that they give to
13 their employees.

14 The service reps, the CLEC service reps and
15 the BellSouth service reps, we want to have the
16 opportunity to attend the training services that they
17 are attending. Thank you very much.

18 Q (By Ms. Keating) Thank you, Mr. Ramos.
19 I've got just one more question, and this is really
20 just a clarification question.

21 You've indicated the number of the OSS
22 systems that you would like access to.

23 A Yes, ma'am.

24 Q Is it your belief that unless you have the
25 exact same systems, then you will not have parity with

1 BellSouth?

2 **A** Correct, ma'am.

3 **MS. KEATING:** Thank you, Mr. Ramos. That's
4 all that Staff has.

5 **COMMISSIONER GARCIA:** But when you ask that,
6 you mean that you have exactly BellSouth's systems or
7 OSS?

8 **WITNESS RAMOS:** Exactly BellSouth systems,
9 sir.

10 **COMMISSIONER DEASON:** Commissioners?

11 **COMMISSIONER JACOBS:** Mr. Ramos, I have a
12 couple of questions for you.

13 On Page 15 of your direct testimony -- you
14 describe an episode where you were being assisted to
15 make an order by BellSouth personnel and the
16 circumstances surrounding that order.

17 Could you explain what happened in that
18 episode for me?

19 **WITNESS RAMOS:** Okay, sir. BellSouth, nine
20 months or so after we commenced the Resale Agreement
21 with them, sent us an implementation team in March;
22 March 24th to 26th. During that period the
23 implementation team assisted my service reps to place
24 an order into the LCSC.

25 **COMMISSIONER JACOBS:** LCSC being what?

1 **WITNESS RAMOS:** The LCSC being the local
2 carrier service center, which is based in Birmingham.
3 It's controlled, it's owned by BellSouth. And the
4 other was rejected by them, by the LCSC. And then we
5 began to wonder that if the trainers themselves can
6 not put in an order correctly into the LCSC system,
7 then what is happening? And, fortunately, as well, in
8 Mr. Marcus Cathey's rebuttal testimony, he confirmed
9 it. That yes, that they had problems with the other,
10 and that it was as a result of an error caused by the
11 LCSC themselves in Birmingham.

12 **COMMISSIONER JACOBS:** Okay. I think it was
13 in your deposition -- I don't have a page reference
14 for you -- but this is regarding your interaction with
15 the LENS system.

16 **WITNESS RAMOS:** Yes, sir.

17 **COMMISSIONER JACOBS:** And I want to be clear
18 about this. I've seen several representations about
19 exactly what your interaction was. It's my
20 understanding from your deposition is that you did
21 have electronic ordering capacity through LENS.

22 **WITNESS RAMOS:** Sir? We do have what, sir?

23 **COMMISSIONER JACOBS:** That you do have
24 electronic ordering capacity through LENS, but -- let
25 me not put words in your mouth -- there were

1 complications with that. So help me be exactly clear
2 on what your interaction with the LENS system was.

3 **WITNESS RAMOS:** LENS today is just being
4 used by my company to view customer's records. That's
5 all we do. Because right now we are not allowed to
6 really use LENS to process orders and I will explain,
7 sir.

8 It has been confirmed by both
9 Messrs. Scollard and Mr. William Milner that LENS can
10 only take orders of between one to five lines. Even
11 Mr. Wayne Carnes confirmed that. And that LENS can
12 only take orders that relates to residential
13 customers. You can not really process any business
14 account through LENS. That's one.

15 **COMMISSIONER JACOBS:** Because it would
16 exceed that restriction. If you tried to input a
17 business transaction, it would exceed those
18 restrictions?

19 **WITNESS RAMOS:** Correct, sir. And then
20 apart from that, I think internally there's a bug
21 within LENS itself that does not allow orders that
22 relates to businesses to go through it. If I
23 investigate more, I can be able to answer that
24 question correctly, on that particular issue; that
25 there's a bug within that. Because Mr. Wayne Carnes

1 himself stated that LENS can only be used to input
2 residential customers, you know, orders. That's one,
3 sir.

4 Then going from there, the issue of LENS
5 itself, inadequacy, is because of the fact that LENS
6 interacts with both RSAG and CRIS in a limited
7 fashion.

8 **COMMISSIONER JACOBS:** I'm sorry, "crews"?

9 **WITNESS RAMOS:** CRIS. C-R-I-S.

10 **COMMISSIONER JACOBS:** What's that stand for?

11 **WITNESS RAMOS:** It stands for Customer
12 Records Interface System, sir. And RSAG. RSAG stands
13 for Regional Street Addressing Guide. LENS interfaces
14 with those two systems. So what happens is that in
15 between those two systems, because of BellSouth's
16 desire to still have absolute control of the market on
17 the subscribers, they have built in some structures,
18 some limitations that is creating a problem for LENS
19 to interact appropriately with those two systems.

20 **COMMISSIONER JACOBS:** What does that result
21 in in terms of difficulties for you to process your
22 orders?

23 **WITNESS RAMOS:** Okay, sir. The effect of
24 that is that once we send an order through LENS, it
25 gets kicked back to us. That's one, sir. And as a

1 matter of fact, again, Ms. Teresa Gentry confirmed to
2 us that "Oh, we do a checklist." So that means that
3 they must check list before the orders can be
4 processed. She confirmed that they check it. That
5 they really check list.

6 And to also crown all of this, sir, we
7 requested for a -- for an analysis of the three
8 systems that BellSouth has recommended for ALECs to
9 use to process orders. The three systems are fax, EDI
10 and LENS.

11 Sir, those three systems, out of 20,000
12 orders placed, 18,500 were done manually by CLECs,
13 which represents 82.83% of the total in the month of
14 April. 82.83% of those orders were done manually
15 through fax by ALECs. Why would ALECs choose to use
16 fax instead of using EDI? Less than 1% of those
17 orders were done through EDI. About 16% of those
18 orders were done through LENS. Why would ALECs,
19 knowing the amount of time and effort involved in
20 faxing orders manually to BellSouth, why would they
21 choose to use such a system? The answer is simple,
22 sir. It is because BellSouth is not encouraging them,
23 including my company, to use such systems. That's why
24 everybody is having that problem, sir.

25 **COMMISSIONER JACOBS:** Okay. I want to move

1 on to -- you mention the issue of firm order
2 confirmations as well.

3 **WITNESS RAMOS:** Yes, sir.

4 **COMMISSIONER JACOBS:** First of all, do you
5 know -- and I'm sorry, I don't have a copy of your
6 Interconnection Agreement, but do you know what the
7 terms are in your Interconnection Agreement that
8 relate to firm order confirmations?

9 **WITNESS RAMOS:** There's nothing about --
10 sir, there's nothing about firm order confirmation in
11 our Interconnection Agreement, sir.

12 **COMMISSIONER JACOBS:** Okay. In the absence
13 of that then, what do you think guides your--

14 **WITNESS RAMOS:** Okay, sir. What we have
15 there, sir, is -- let me just take a second, sir, to
16 look for it, sir. (Pause)

17 **COMMISSIONER JACOBS:** I'm sorry, go ahead.

18 **WITNESS RAMOS:** Sir, as part of Attachment
19 10 of our Interconnection Agreement. Attachment 10,
20 it has to do with Item No. 2, Provision of Performance
21 Measurements. And there we have one to three lines,
22 two or less than two business days. BellSouth has
23 never met that. That is what we are supposed to be
24 getting. For 4 to 15 lines it's supposed to be four,
25 or less than four business days. They've not met

1 that. So there's no way here in this agreement where
2 we have confirmation or any of these processes that
3 BellSouth is taking us through.

4 And, sir, if I might make a suggestion, sir,
5 right now to solve this problem, if we have access, if
6 you give me time -- if we have access to put RSAG and
7 CRIS, this problem would not be there. There's no
8 need for confirmation. We don't need it if we have
9 access to CRIS and RSAG.

10 **COMMISSIONER JACOBS:** I see. And finally
11 there's mention of your interaction, actually the
12 process by which a customer of BellSouth is
13 transitioning into a resale customer of Supra, and
14 specifically the billing issues that arise there. And
15 I'm particularly interested in the idea where I think
16 you describe where you have multi -- a business
17 customer who has multiple locations, and the
18 difficulty that you encounter with that. Could you
19 briefly explain that for me.

20 **WITNESS RAMOS:** Okay, sir.

21 Commissioner, sir, like I mentioned earlier
22 on, one of the biggest problems -- or not even one of
23 the biggest problems -- the biggest problem really
24 with the billing situation is the fact that BellSouth
25 treats ALECs like they are one of their large end

1 users. So what happens is that in hierarchy for the
2 billing structure BellSouth has Supra, an ALEC, in
3 CLUB billing. So once we have a large customer of
4 BellSouth that used to received CLUB billing from
5 BellSouth in the past, once that customer comes over
6 to Supra, that CLUB billing format for that customer,
7 that uniqueness is now lost because we, as a reseller
8 of BellSouth services, gets CLUB billing ourselves.
9 So because of that -- say, like, Burger King, with 50
10 locations maybe in Miami or somewhere, maybe they used
11 to get CLUB billing from BellSouth. And what that
12 CLUB billing will entail is the fact that each service
13 address will get its own billing, and then everything
14 will now be debted to a master account. That is the
15 way BellSouth treats a reseller like us.

16 **COMMISSIONER JACOBS:** And I take it the
17 response is that behind that wall, if you will, behind
18 the Supra billing wall, if you will, it's your
19 responsibility to do billing.

20 **WITNESS RAMOS:** Yes, sir.

21 **COMMISSIONER JACOBS:** -- out to your
22 individuals customers.

23 **WITNESS RAMOS:** Yes, sir.

24 **COMMISSIONER JACOBS:** Why is that not a
25 reasonable assumption? That you would be able to take

1 that and do your accurate billing from there?

2 **WITNESS RAMOS:** Okay. Sir, the reason for
3 that is because of the fact that the actual billing
4 itself that takes place, we rely on BellSouth to give
5 us the bill every month on DAB before we can bill our
6 own end users. So that's why it's impossible for us
7 to be able to give that uniqueness back to that
8 customer.

9 But like I said, it can be fixed. And how
10 do we fix that? Give us CRIS on our side. We'll fix
11 it. No problems. As long as we have access to CRIS
12 and RSAG, believe me, sir, believe me, that problem is
13 over.

14 **COMMISSIONER JACOBS:** Okay. Thank you.

15 **COMMISSIONER DEASON:** Redirect.

16 **MS. SUMMERLIN:** I have just a few redirect
17 questions.

18 **REDIRECT EXAMINATION**

19 **BY MS. SUMMERLIN:**

20 **Q** Mr. Ramos, did Supra ever give BellSouth a
21 bad check?

22 **A** Never. As a matter of fact, my father is a
23 banker and I'm a CPA, and I would never ever issue a
24 bad check to anybody.

25 **Q** When the Interconnection Agreement was

1 entered into by Supra and BellSouth, did Supra have
2 any knowledge ahead of time of what the actual
3 operational experience would be with EDI and LENS?

4 **A** No.

5 **Q** Ms. White pointed out that the
6 Interconnection Agreement provides that BellSouth will
7 give Supra access to LENS and to EDI, and you have
8 admitted that that is true; is that correct?

9 **A** Yes, ma'am. Correct, ma'am.

10 **Q** On Page 11 of your Amended Direct Testimony
11 there is a reference to Part A, Section 4, of the
12 Interconnection Agreement that discusses parity.

13 **A** Yes, ma'am.

14 **Q** That states "The services and service
15 provisioning that BellSouth provides Supra for resale
16 will be at least equal in quality to that provided to
17 BellSouth, or any BellSouth subsidiary, affiliate or
18 end user." Is that correct?

19 **A** Correct, ma'am.

20 **Q** Do you believe that the access that Supra
21 has been given to EDI and LENS makes this provision
22 for parity possible?

23 **A** It does not make it possible, ma'am.

24 **Q** On Page 26 of your testimony there's another
25 reference to the Interconnection Agreement, Paragraph

1 1 of Attachment 6, talks about quality of ordering and
2 provisioning.

3 A Yes, ma'am.

4 Q Says "BellSouth shall provide ordering and
5 provisioning services to Supra that are equal to the
6 ordering and provisioning services BellSouth provides
7 to itself or any other ALEC where technically
8 feasible." Do you believe that it's technically
9 feasible for BellSouth to provide the access to the
10 systems that you have been talking?

11 A Very well, ma'am. Yes, ma'am.

12 MS. SUMMERLIN: I have no further redirect.

13 COMMISSIONER DEASON: Exhibits?

14 MS. WHITE: I would move exhibits 3, 4, 5
15 and 6.

16 COMMISSIONER DEASON: Without objection
17 exhibits --

18 MS. SUMMERLIN: No objection.

19 COMMISSIONER DEASON: Exhibits 3, 4, 5 and 6
20 are admitted.

21 MS. SUMMERLIN: I would move Composite
22 Exhibit 2.

23 CHAIRMAN DEASON: Composite Exhibit 2 with
24 the exception of the stricken exhibits, which are
25 OAR-1 through 3.

1 **MS. SUMMERLIN:** Okay.

2 **COMMISSIONER DEASON:** With that exception,
3 Composite Exhibit 2 will be admitted.

4 (Exhibits 2, 3, 4, 5 and 6 received in
5 evidence.)

6 **COMMISSIONER DEASON:** Thank you, Mr. Ramos.

7 **WITNESS RAMOS:** Thank you very much, sir.

8 **COMMISSIONER DEASON:** We'll take a
9 ten-minute recess.

10 (Brief recess taken.)

11 - - - - -

12 **COMMISSIONER DEASON:** Call the hearing back
13 to order. Ms. Summerlin.

14 **MS. SUMMERLIN:** Supra calls John Reinke as
15 our next witness.

16 - - - - -

17

18

19

20

21

22

23

24

25

JOHN REINKE

was called as a witness on behalf of Supra
Telecommunications & Information Systems, Inc. and,
having been duly sworn, testified as follows:

DIRECT EXAMINATION

BY MS. SUMMERLIN:

Q Mr. Reinke, are you the John Reinke who
prefiled direct testimony in this proceeding
consisting of five pages?

A Yes, I am.

Q Did you file one amended page of direct
testimony?

A Yes, I did.

Q Okay. Did you prefile one exhibit that is
identified as JK-1?

A Yes.

Q Was that exhibit prepared by you or under
your direct supervision?

A Yes, it was.

MS. SUMMERLIN: I would ask that
Mr. Reinke's testimony be inserted into the record,
and that his exhibit, JK-1, be identified.

COMMISSIONER DEASON: Without objection, the
prefiled testimony shall be so inserted, and the
prefiled exhibit shall be identified as Exhibit 7.

(Exhibit 7 marked for identification.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 980119-TP
DIRECT TESTIMONY OF JOHN REINKE
SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.
March 25, 1998

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is John Reinke. My business address is 2620
S.W. 27th Avenue, Miami, Florida 33133-3001.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Supra Telecommunications & Information
Systems, Inc. ("Supra") as Vice President for Engineering.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
EXPERIENCE.

A. I received a Master's Degree in Telecommunications
Engineering. My telecommunications career began in the
U.S. Army Signal Corps with tours in Vietnam and Germany.
I have worked in the telecommunications industry for over
25 years with BellSouth. My area of specialization is
network switch and cable engineering. I worked in the
sales, marketing, engineering, outside plant, inside wire,
fiber installation and research departments of BellSouth.

Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

A. My present responsibilities include the engineering

1 activities necessary for Supra Telecommunications &
2 Information Systems, Inc. ("Supra") to become a facilities-
3 based alternative local exchange carrier, as well as any
4 current engineering needs. I have also been involved in
5 the day to day operations of Supra.

6
7 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

8 A. The purpose of my testimony is to address Issues 4c and
9 4d.

10 ISSUE NO. 4: HAS BELLSOUTH FAILED TO PROPERLY IMPLEMENT
11 THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,
12 COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT
13 SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY
14 WITH THAT WHICH BELLSOUTH PROVIDES:

15 c. PROVISION OF DIAL TONE;

16 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS
17 (OSS) AND OSS INTERFACES (ORDERING AND
18 PROVISIONING, INSTALLATION, MAINTENANCE AND
19 REPAIR);

20 A. Regarding Issue 4c, BellSouth has, on several occasions,
21 failed to provide dial tone to Supra. A specific example
22 of this problem relates to the weekend of November 1st and
23 2nd, 1997, when Supra was moving its corporate location
24 from 269 Giralda Avenue, Coral Gables, Florida, to 2620
25 S.W. 27th Avenue, Miami, Florida. Since Supra is a
26 reseller of BellSouth's service and not just another

1 customer, it was critical that our service not be
2 interrupted so our customers could reach us if they had
3 service problems. Therefore, we requested and were assured
4 of dual service at both locations. We ran into a problem
5 the day before the move on October 31, 1997, and had to
6 cancel the move. It was about 4:30 P.M. when we realized
7 we had no phone service at our old location even though we
8 requested dual service. The service still was not restored
9 until Monday afternoon on November 3, 1997. After numerous
10 complaints on our part, BellSouth apologized. Two weeks
11 later, we were ready to move again. This time we notified
12 BellSouth well in advance and requested dual service again.
13 Our move was scheduled for November 18th and 19th, a
14 Saturday and Sunday. At 4:30 P.M. on the afternoon of
15 November 16, 1997, our service was again disconnected at
16 our old location and was not working at our new location
17 until Saturday, November 18, 1997, on only one line out of
18 24 working lines. It was Monday, November 20, 1997, before
19 all our lines were working again. These difficulties with
20 BellSouth are an indication of the continuing experience of
21 Supra of BellSouth's complete indifference, at a minimum,
22 to Supra's operation as an Alternative Local Exchange
23 Carrier. At worst, they indicate intentional anti-
24 competitive behavior by BellSouth. There was nothing Supra
25 could do since Supra, as a reseller, is totally dependent
26 on BellSouth.

1 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS
2 (OSS) AND OSS INTERFACES (ORDERING AND
3 PROVISIONING, INSTALLATION, MAINTENANCE AND
4 REPAIR);

5 A. BellSouth has refused to permit Supra to electronically
6 interface with its operational support systems. BellSouth
7 has demanded that Supra provide all orders manually by fax.
8 This requirement has caused Supra endless trouble. This is
9 a time consuming process that results in constant delays
10 and errors. BellSouth's personnel continually claim that
11 they have not received orders.

12 A specific example of this problem is the attached
13 Exhibit JR-1. This is a letter written by an employee
14 under my direct supervision and control to Mr. Wayne
15 Carnes, Supra's Regional Account Manager at BellSouth,
16 regarding one particular instance. This example represents
17 the norm for Supra's experience with BellSouth. On October
18 31, 1997, our Supra employee, Mr. Philippos Chari, faxed
19 Access Service Requests (ASRs) to connect DS1 and DS3 lines
20 to BellSouth's Mr. Tony Anselmo. On November 4, 1997,
21 after learning that BellSouth had not processed these
22 orders, I called Mr. Sidney Laterrade to inquire as to
23 their status. Mr. Laterrade informed me that he could not
24 locate the ASRs faxed on October 31, 1997. Mr. Laterrade
25 asked that I resend the ASRs and stated that he would get
26 back to us on November 5, 1997. BellSouth did not process

1 the orders nor contact Supra regarding them until I called
2 again on November 13, 1997. At this point I was told by
3 Mr. Laterrade that he again could not locate the ASRs and
4 would I resend them again. We faxed the ASRs yet a third
5 time.

6 As this example demonstrates, BellSouth's requirements
7 for manual processing of orders is incredibly frustrating
8 and clearly not equivalent to the electronic processing
9 BellSouth uses for its own orders. Unless Supra is
10 provided electronic access to BellSouth's operational
11 support systems, Supra will never have a chance to provide
12 local telephone service on parity with BellSouth.

13
14 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

15 A. Yes.

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 980119-TP

3 AMENDED DIRECT TESTIMONY OF JOHN REINKE

4 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

5 April 8, 1998

6
7 Q. PLEASE STATE YOUR NAME AND ADDRESS.8 A. My name is John Reinke. My business address is 2620
9 S.W. 27th Avenue, Miami, Florida 33133-3001.10
11 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?12 A. I am employed by Supra Telecommunications & Information
13 Systems, Inc. ("Supra") as Vice President for Engineering.14
15 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
16 EXPERIENCE.17 A. I received a Master's Degree in Electrical Engineering.
18 My telecommunications career began in the U.S. Army Signal
19 Corps with tours in Vietnam and Germany. I have worked in
20 the telecommunications industry for over 25 years with
21 BellSouth. My area of specialization is network switch and
22 cable engineering. I worked in the sales, marketing,
23 engineering, outside plant, inside wire, and construction
24 departments of BellSouth.25
26 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

27 A. My present responsibilities include the engineering

1 Q **(By Ms. Summerlin)** Mr. Reinke, do you have
2 a summary of your testimony?

3 A Yes, I do.

4 Q Would you please give it to the Commission?

5 A Yes. Good morning Commissioners. My
6 summary is pretty straightforward.

7 My first instance involved the shut off of
8 our telephone service. Actually, it was a phone
9 service interruption.

10 Supra was moving from our corporate
11 headquarters down in 269 Giralda in Coral Gables to
12 Miami. And the reason for the move is we purchased a
13 building on 27th Avenue, a four-story building, and we
14 were pretty excited about moving over there.

15 On the -- before the first move, we
16 requested from BellSouth approximately ten days to two
17 weeks before the move for transfer of our telephone
18 services. At this time we gave them all of the
19 information they wanted, and we explicitly requested
20 dual service. What that means is service at both
21 ends, even after the move, for the day of the move, so
22 we would always have service, so our customers, that
23 if they had any problems or needed to get ahold of us,
24 that they could.

25 In the first instance -- it was supposed to

1 be the weekend of the 2nd and 3rd, which our move was
2 scheduled the night of Friday the 1st, where we had
3 planned on taking our PBX system out and moving it
4 over to our new location. However, on October 31st,
5 all of a sudden -- I think it was about 5 o'clock at
6 night, I realized the fax machine didn't work. The
7 next thing, you know, we started checking the rest of
8 the phones, and you know how that goes, and nothing
9 was working. So we used our cell phone to start
10 calling BellSouth.

11 And at that time, you know, we realized that
12 we had a problem. And we talked to one lady at
13 BellSouth. I don't remember her name. She was very
14 helpful. She assured us that things would probably be
15 put in place by tomorrow.

16 As it turned out, we didn't actually get our
17 service turned on until the next -- the following
18 Monday. And that was very frustrating. But on top of
19 that what happened is we were supposed to have a
20 closing on the 1st for our new building so we could
21 move in on the 2nd, and a problem in the closing
22 procedures, you know, like when you buy houses and
23 stuff, problems arise. So we had to cancel the whole
24 move. However, what did happen at this time was we
25 did have one telephone line working for that weekend

1 in the new building, which we really didn't own yet
2 because there was a problem with the closing.
3 However, the old owner let us -- which was an
4 insurance company -- put one of our customer service
5 reps in there. And so we did, on one telephone line,
6 have a dial tone for that weekend.

7 As it turned out, BellSouth got our lines
8 working on Monday. And we were a little annoyed by it
9 but you take things as they come. So we informed
10 BellSouth that we were planning on moving after our
11 closing. And this time was the weekend of the 20th
12 and 21st; that's the Saturday and Sunday of November,
13 1997.

14 We again told them what happened the last
15 time; that we really need dual service. So if this
16 happens again, that we at least have service
17 someplace. I mean, we preferred to have it at our old
18 location where our service reps were seated.

19 As chance would have it, the Thursday,
20 again, in the evening, we lost our dial tone. Now, at
21 this time I started the same procedures and tried to
22 get our service turned on. I found out since that, I
23 guess, when BellSouth does orders, they probably
24 predate them and preset them. And they apologized,
25 but our service again was shut off on Thursday. It

1 was a little ironic --

2 COMMISSIONER GARCIA: This is at both sites.

3 WITNESS REINKE: At both sites. We did not
4 have dual service. So especially after what happened
5 the last time, we felt it was very frustrating. And
6 you know, what goes on when you move, everybody is
7 excited, and without telephones you're really dead in
8 the water.

9 So, finally, they got the phone service
10 moved. We had one line installed Saturday in our new
11 offices, which was probably the same line they had
12 working the first time. A gentlemen came out and he
13 did what he could. He was very friendly. It was
14 obvious it was beyond his control. And the following
15 Monday they got most of our lines working. So that's
16 pretty clear-cut.

17 Now, I'm not trying to imply that BellSouth
18 did that on purpose. But it was just very
19 coincidental, we thought, that this happened to us
20 twice.

21 The second part of my testimony was about a
22 letter about ASRs, which one of my engineers brought
23 to my attention. We were having a lot of trouble
24 placing an order with a DS-1 and a DS-3. At that
25 point, since I was involved in a lot of other things,

1 I told him to please write Mr. Wayne Carnes a letter
2 and let him know about it, and let him know the exact
3 problems we were having so we could try to keep some
4 documentation. Because when you try to do business
5 with other companies, everybody is usually nice. And
6 when people say they don't receive something, you
7 re-fax it. Usually you give people the benefit of the
8 doubt. So I wanted to have something -- you know, it
9 was just a coincidence, really, that we had proof of
10 this. Because I asked him to write that letter
11 because he was making a big deal out of the problems
12 he was having.

13 As a result of the problems we were having
14 getting the DS-1 and the DS-3 installed -- the DS-1 is
15 like -- just to make it simple, it's like a T-1, it's
16 24 channels for a PBX or anything else you have. A
17 DS-3 is 28 T-1s or DS-1s. That's quite a big pipe.
18 And we had wanted to originally order that because we
19 were dealing with a lot of vendors.

20 I was really involved with Interconnection
21 Agreements with Bell Atlantic, Frontier Corp and
22 Sprint and GTE of Florida at the time, and also with
23 vendors like Lucent and Cisco. And this DS-3 was
24 especially for our Cisco equipment. Cisco makes
25 routers for the ISP. And we had been planning to go

1 into the ISP business. So we figured we'd have them
2 hooked up in our building and we could have like a
3 facility so we could test our equipment that we were
4 having shipped in.

5 As a result of these difficulties, though,
6 and the holidays were there -- because I realize that
7 you don't do this overnight. When you ask for a DS-3
8 it could take six weeks. And that's why we started
9 early. Especially with the holidays, we were trying
10 to have a target date for January.

11 As it turned out, none of this came to pass.
12 And through our frustrations, we ended up cancelling
13 the order for the DS-3. However, we went on with our
14 vendors and we signed -- for example, with Cisco we
15 signed a \$20 million Letter of Commitment across the
16 country, and with Lucent, 200 million. That's a lot
17 of switching equipment. Just to let you know we're
18 serious, I just wanted to include that. That our
19 business -- we had a lot of things going on at the
20 same time and we really didn't need -- at least I
21 didn't feel that I had to get so involved in ASRs and
22 ordering. These were just a few of the things that we
23 can prove. Because this just happens to be something
24 we had on file.

25 And basically that's my whole testimony.

1 **MS. SUMMERLIN:** I tender the witness for
2 cross.

3 **COMMISSIONER DEASON:** Ms. White.

4 **MS. WHITE:** Yes. Before I start my cross
5 examination, we've handed out Mr. Reinke's deposition
6 transcript, and I'd like to have that identified as
7 the next exhibit.

8 **COMMISSIONER DEASON:** Yes, Exhibit 8.

9 (Exhibit 8 marked for identification.)

10 **CROSS EXAMINATION**

11 **BY MS. WHITE:**

12 **Q** Good morning, Mr. Reinke. My name is Nancy
13 White representing BellSouth Telecommunications. I
14 just have a few questions for you today.

15 You talk in your summary about the two
16 occasions in which Supra lost dial tone at the
17 corporate offices, correct?

18 **A** Correct.

19 **Q** Do you have any information that would lead
20 you to believe that these disconnections were
21 intentional on the part of BellSouth?

22 **A** No, I don't.

23 **Q** Have there been any disconnections of dial
24 tone to Supra's corporate office since November '97?

25 **A** No, there haven't.

1 Q With regard to the DS-3 order, you were
2 ordering the DS-3 so that you could hook it up to a
3 switch; is that correct?

4 A I -- we were ordering it so we would have
5 the service availability in our building to buy some
6 Cisco routers. And we were also at the time talking
7 to a different switch vendor. And they both suggested
8 that we have a pipe like that started, because they
9 told us it will take a while to get hooked up.

10 Q And --

11 A That's how that came to be.

12 Q I'm sorry, I didn't mean to interrupt.

13 Part of the reason why the DS-3 order was
14 cancelled was because the sale of that equipment fell
15 through at the time?

16 A No, it didn't. As a matter of fact, we
17 ended up purchasing the Cisco equipment. We signed a
18 contract with them in January; a Letter of Intent also
19 before that.

20 Q Do you recall me taking your deposition on
21 April 16th, 1998?

22 A Yes.

23 Q And do you have a copy of that with you?

24 A Yes.

25 Q If you'd look at Page 27 -- and maybe I'm

1 just misunderstanding your answer, but I'm looking
2 at -- I asked you that question in your deposition on
3 Line 12 of Page 27, and if you'd look at your answer,
4 I may have just misunderstood your answer there.

5 **A** Yeah. There's a difference between a switch
6 and a router from Cisco.

7 We were also talking to smaller vendors,
8 companies by Coyote Technologies and DTI. They make
9 small digital switches. And at the time we could have
10 hooked -- that pipe would have also helped us to test
11 their switch, because they wanted to bring one in and
12 let us test it.

13 **Q** That sale fell through?

14 **A** Yes, that did fall through.

15 **Q** Now, was Supra injured by the delay in the
16 provisioning of the DS-3?

17 **A** I would say we were because it changed --
18 the frustrations that we had, we sort of put it on the
19 back shelf and went on to other things because we were
20 having so much problems with the faxing and the -- it
21 definitely frustrated us.

22 **Q** Okay. But at the time you didn't have
23 anything to hook up the DS-3 to, did you?

24 **A** No. But we were planning on having that.
25 Like I say, it takes a while to hook that up. You

1 don't just turn it on.

2 Q And that plan fell through?

3 A Excuse me?

4 Q The plan fell through for the switch?

5 A Yes. Right.

6 MS. WHITE: Thank you. I have nothing
7 further.

8 COMMISSIONER DEASON: Staff?

9 MR. BOWMAN: Staff doesn't have any
10 questions.

11 COMMISSIONER DEASON: Commissioners? Any
12 redirect?

13 MS. SUMMERLIN: I have no redirect. I would
14 ask to move exhibit 7.

15 COMMISSIONER DEASON: Without objection,
16 Exhibit 7 is admitted.

17 MS. WHITE: And I would ask that Exhibit 8
18 be moved.

19 COMMISSIONER DEASON: Without objection,
20 Exhibit 8 is moved.

21 (Exhibits 7 and 8 received in evidence.)

22 COMMISSIONER DEASON: Thank you, Mr. Reinke.

23 MS. SUMMERLIN: Supra would call Brad
24 Hamilton.

25 (Transcript continues in Volume 2.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25