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July 22, 2002

Mrs. Blanca Bayo, Director
Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Docket No. 001305-TP –
Supra's Response and Opposition to BellSouth's Emergency Motion For Expedited Commission Action; Motion to Strike BellSouth's 7/15/02 Unilateral Filing of Non-Compliant Proposed Interconnection Agreement and Request For Evidentiary Hearing on These Matters

Dear Mrs. Bayo:

Enclosed is the original and seven (7) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Response and Opposition to BellSouth's Emergency Motion For Expedited Commission Action; Motion to Strike BellSouth's 7/15/02 Unilateral Filing of Non-Compliant Proposed Interconnection Agreement and Request For Evidentiary Hearing on These Matters in the above captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

Brian Chaiken /DHS

Brian Chaiken
General Counsel

CERTIFICATE OF SERVICE
Docket No. 001305-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Facsimile, Hand Delivery and/or U.S. Mail this 22nd day of July, 2002 to the following:

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By: Brian Chaiken/AHS
BRIAN CHAIKEN, ESQ.

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

Petition for Arbitration of the Interconnection Agreement between Bell-South Telecommunications, Inc. and Supra Telecommunications & Information Systems, Inc. pursuant to Section 252(b) of the Telecommunications Act of 1996	)	Docket No. 001305-TP Dated: July 22, 2002

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

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

I. BASIC OVERVIEW

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

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

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

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

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

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

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

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

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

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

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

II. PROCEDURAL & FACTUAL BACKGROUND

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

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

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

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

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

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

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

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

22, 23, 24, 28, 29, 32A, 32B, 33, 34, 38, 39, 40, 56, 59, and 60. The remaining fourteen (14) issues may take more time resolve [i.e. Issues 1, 6, 7, 13, 25B, 27, 37, 46, 47, 49, 53, 56, 57 (arbitrated part) and 65]. Supra also notes that to resolve Issues 7, 13, 25B, 26 and 53, the parties need to agree upon the form and content of numerous call flow diagrams which have not yet been done to date. Moreover, resolution of these five (5) issues also require some modifications to Attachments 2 and 3, to reflect the parties' prior agreements (including agreements regarding LATA-wide local calling). On the last day the parties were negotiating (i.e. July 12, 2002), BellSouth was proposing the deletion of certain language in order to fix conflicts in Attachments 2 and 3. However, BellSouth's last minute "quick fix" would not have solved the problems inherent in BellSouth's proposed implementation of these Attachments. The parties need to spend further time to insure that these two Attachments properly incorporate and reflect the parties' prior agreements; which they currently do not. Lastly, Supra notes that on some issues, BellSouth has cleverly drafted wording which allows BellSouth to literally thumb its nose at this Commission's prior rulings. One such issue is Issue 49, in which BellSouth has specifically advised Supra that it will refuse to continue providing xDSL service over the same UNE line which Supra will provide voice service. In order to play games with this Commission's rulings, BellSouth refuses to incorporate language which will require it to continue providing xDSL service over the same UNE line, rather BellSouth wants only vague language from which it intends to argue that the customer must purchase a new line in order to continue receiving xDSL service. This is not what this Commission ordered. Another example of this gamesmanship is BellSouth "back-door" attempt to limit damages by insisting that all disputes can only be brought before the FPSC. Thus BellSouth is twisting Issue 1 in order to violate this Commission's ruling on Issue 65. Supra notes that the attached Composite Exhibit "1" references other issues in which BellSouth seeks to play similar games in order to circumvent prior Commission rulings. Supra refers this Commission to Composite Exhibit "1" for

further details.

Supra would also like to clarify that many of the issues referenced in Composite Exhibit "1", state that the issues are tentatively not in dispute. The reason for this statement is that during the parties' negotiations, BellSouth had agreed to make certain changes to its proposed follow-on agreement. When BellSouth filed its Unilateral Interconnection Agreement, it refused to send Supra a electronic version of the agreement which would allow Supra to electronically compare all changes to the document. The need to electronically compare these documents cannot be understated since the Unilateral Interconnection Agreement must be close to one thousand pages in length. No person can reasonably make manual comparisons of the documents within the short time frame allowed for a response to BellSouth' Emergency Motion. Despite having requested a electronic copy for comparison as early as Friday, July 12, BellSouth played games and deliberately dragged its feet before finally providing Supra an electronic copy at nearly the close of business on Thursday, July 18th. Composite Exhibit "2" (Exhibit Pages E23-E28) sets forth numerous e-mail requests by Supra for an electronic version of the Unilateral Interconnection Agreement, and BellSouth's delay tactics in refusing to provide a copy within any reasonable period of time. By Thursday afternoon, it became clear that Supra would not have enough time to thoroughly compare documents, and thus Supra had to rely upon its notes on the parties' recent negotiations. Thus many of Supra's notes assume that where there is tentatively no dispute, BellSouth has made the agreed upon changes to the document.

Supra notes that it attempted to negotiate with BellSouth in good faith over the follow-on agreement; and that it voluntarily sought to begin this process just after this Commission voted on June 11, 2002 to adopt the Staff recommendation on Supra's motion for reconsideration. In this regard, on June 12, 2002, David Nilson of Supra wrote Greg Follensbee of BellSouth seeking to begin negotiations towards the final language to be included in the follow-on agreement. The

request was made in good faith in order to negotiate the final language, with Supra preserving all rights in connection with any administrative and/or appellate remedies. A true and correct copy David Nilson's June 12, 2002 letter to Greg Follensbee is attached hereto as Exhibit 3 (Exhibit Page E29). On June 13, 2002, BellSouth sent to Supra for the first time, an e-mail version of BellSouth's latest proposed interconnection agreement. This fact has been memorialized in Exhibit 4 (Exhibit Page E30), which is an e-mail exchange between David Nilson and Greg Follensbee.

On June 18, 2002, Greg Follensbee of BellSouth sent a second amended version of BellSouth's proposed interconnection agreement, which is reflected in Exhibit 5 (Exhibit Page E31). Follensbee writes in his e-mail to David Nilson, that in preparing a cross-reference for the proposed agreement, that he discovered numerous errors in the prior document which did not reflect agreements made by the parties prior to the evidentiary hearing (in September 2001). On July 1, 2002, this Commission entered a final order on Supra's Motion For Reconsideration (Order No. PSC-02-0878-FOF-TP). Order No. PSC-02-0878-FOF-TP required the parties to submit a jointly executed interconnection agreement within fourteen (14) days of that order.

Beginning on June 17, 2002 and continuing through to the present, the parties met via telephone on numerous occasions in order to negotiate and resolve final language to be used in the follow-on agreement. In this regard, the parties had telephone conferences on at least the following dates: June 17th, June 24th, June 28th, July 1st, July 3rd, July 5th, July 8th, July 10th, July 11th and July 12th. During this time period, the parties have engaged in at least ten telephone conferences to discuss the parties numerous issues relating to the follow-on agreement, including procedures for reviewing and amending the same and substantive issues. During this time period, the parties discussed between eighty percent (80%) and ninety percent (90%) of the issues originally brought in this docket. Attached hereto as Composite Exhibits 6 through 15 (Exhibit Pages E32-E60) are various e-mails which reflect these meetings and discussions. During the parties discussions and

negotiations, the parties agreed to various changes to numerous portions of the proposed follow-on agreement. However, the parties also had substantive disputes regarding quite a number of issues. The current status of the parties' negotiations are reflected in Composite Exhibit "1" (Exhibit Pages E1-E22) as previously discussed.

III. MEMORANDUM OF LAW

The Unilateral Interconnection Agreement filed by BellSouth on July 15, 2002 does not fully incorporate the parties' voluntary negotiations on issues not decided by the Commission. Likewise, the Unilateral Interconnection Agreement also fails to adequately incorporate many of the issues resolved by this Commission. In Order No. PSC-97-0550-FOF-TP (In re: Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for arbitration with GTE Florida concerning interconnection rates, terms, and conditions, pursuant to the Federal Telecommunications Act of 1996; Docket No. 96-1173-TP), this Commission stated that: **"[t]he process of approving a jointly filed agreement by the Commission consists of approving language that was agreed to by the parties, discarding the non-arbitrated language that was not agreed upon, and determining the appropriate contract language for those sections that were arbitrated, yet still in dispute."** See Order No. PSC-97-0550-FOF-TP at pages 12-13. Thus it is clear that any final agreement must not only accurate reflect the Commission's rulings, but also the prior agreements of the parties. Furthermore, 47 U.S.C. § 252(b)(4) states in pertinent part, that in an arbitration, the State Commission should limit its consideration to those issues brought to the Commission for arbitration. Thus to the extent the parties have disputes over how to implement agreed issues, this Commission cannot simply grant BellSouth the relief requested (i.e. shoving a non-conforming agreement down Supra's throat). It should also noted that this Commission's Order of July 1, 2002 (Order No. PSC-02-0878-FOF-TP) required the parties to filed a jointly executed Interconnection Agreement. However nothing in that Order requires Supra to sign an

Interconnection Agreement which BellSouth refuses to conform to the parties' prior agreements and this Commission's prior rulings. Since it takes two parties working together in good faith, BellSouth's bad faith tactics in attempting to hijack the negotiation process should not be rewarded by this Commission.

With respect to striking BellSouth's Unilateral Interconnection Agreement, Florida Statute § 120.569(2)(e) states in pertinent part as follows:

> **"All pleadings, motions, or other papers filed in the proceeding must be signed by the party, the party's attorney, or the party's qualified representative. The signature constitutes a certificate that the person has read the pleading, motion, or other paper and that, based upon reasonable inquiry, it is not interposed for any improper purposes, such as to harass or to cause delay, or for frivolous purpose or needless increase in the cost of litigation. If a pleading, motion, or other paper is signed in violation of these requirements, the presiding officer shall impose upon the person who signed it, the represented party, or both, an appropriate sanction . . ."**

Furthermore, Fla.Stat. § 120.569(2)(g) states that irrelevant, immaterial, or duly repetitious matters shall be excluded. Thus it is clear that Fla.Stat. § 120.569 contemplates the striking of a motion, filing or material which is either: (a) interposed for any improper purpose, such as to harass or to cause delay, or for frivolous purposes or to needlessly increase the cost of litigation; or (b) is irrelevant, immaterial or duly repetitious.

Additionally, Florida Rules of Judicial Administration, Rule 2.060(c) states in pertinent part as follows:

> **"The signature of an attorney (on any pleading or other paper filed) shall constitute a certificate by the attorney that the attorney has read the pleading or other paper; that to the best of the attorney's knowledge, information, and belief there is good ground to support it; and that it is not interposed for delay. If a pleading is not signed or is signed with intent to defeat the purpose of this rule, it may be stricken and the action may proceed as though the pleading or**

other paper had not been served."

Thus under Rule 2.060, Fla.R.Jud.Adm., it is proper to strike any paper filed by an attorney for which there is no good ground to support the filing or which is interposed for delay.

Given the above, it is clear that a proper sanction for an inappropriate filing is the striking of that filing from the record. In Picchi v. Barnett Bank of South Florida, N.A., 521 So.2d 1090, 1091 (Fla. 1988), the Florida Supreme Court held that a paper filed by an attorney which was not authorized by the rules of procedure or caselaw, was subject to being stricken. Likewise, the Court in Hicks v. Hicks, 715 So.2d 304, 305 (Fla. 5th DCA 1998), held that a motion filed by an attorney which violated Rule 2.060, Fla.R.Jud.Adm., was voidable and subject to be stricken.

With respect to this Commission, in Order No. PSC-98-1467-FOF-TP (In re: Complaint of Supra Telecommunications & Information Systems against BellSouth Telecommunications, Inc. for violation of the Telecommunications Act of 1996; petition for resolution of disputes as to implementation and interpretation of interconnection, resale and collocation agreements; and petition for emergency relief; Docket No. 98-0119-TP), this Commission ruled that a "Motion to Dismiss BellSouth's Motion for Reconsideration and Clarification of Order No. PSC-98-1001-FOF-TP for Misconduct" ("Motion to Dismiss Reconsideration") was a pleading subject to being stricken. In its motion to strike, BellSouth argued that Supra's Motion to Dismiss Reconsideration was a pleading subject to being stricken under Fla.R.Civ.P. 1.140 as containing scandalous matters, and under Fla.R.Civ.P. 1.150 as being false and a sham. In granting BellSouth's motion and striking Supra's Motion to Dismiss Reconsideration, this Commission held that Supra's motion was in-fact a pleading subject to being stricken. See Order No. PSC-98-1467-FOF-TP at pages 6-10. Florida Rule of Civil Procedure 1.140(f) authorizes the striking from the record of any redundant, immaterial, impertinent or scandalous matter from any pleading, at any time. Likewise, Fla.R.Civ.P. 1.150(a) authorizes the striking of any pleading (or part thereof), which is a sham.

Thus under this Commission's ruling in Order No. PSC-98-1467-FOF-TP, a motion or other filing may be stricken under either Fla.R.Civ.P. 1.140 or Fla.R.Civ.P. 1.150; and more particularly, if the filing contains redundant, immaterial, impertinent or scandalous matters, or is a sham filing.

Apart from the rules of procedure and administration, motions to strike have also been granted by this Commission and the Courts for other various reasons. For example, in Order No. 21710 (89-8 FPSC 270) (In re: Objection to notice by Hudson Utilities, Inc. of intent to transfer Certificate 104-S in Pasco County to Robert Bammann and Judith Bammann; Docket No. 89-0662-SU), this Commission granted a motion to strike various objections on the grounds that said objects were **"irrelevant and immaterial"**. Likewise, in Order No. PSC-98-1254-FOF-GU (In re: Complaint of Mother's Kitchen Ltd. against Florida Public Utilities Company regarding refusal or discontinuance of service; Docket No. 97-0365-GU), this Commission struck various responses to motions as being untimely and thus not allowed under the applicable rules. Since the late-filed motions were not authorized under the applicable rules, it was proper to grant the motions to strike. Again in Order No. PSC-99-0186-FOF-GU (In re: Complaint of Mother's Kitchen Ltd. against Florida Public Utilities Company regarding refusal or discontinuance of service; Docket No. 97-0365-GU), this Commission struck various exhibits attached to a motion for reconsideration, which had not previously been made part of the record. Since the filing of such exhibits was not authorized, the Commission granted the motion to strike. Likewise, the Courts in overseeing administrative agencies have upheld similar motions to strike. For example, in Plante v. Department of Business and Professional Regulation, 716 So.2d 790, 792 (Fla. 4th DCA 1998), the appellate court affirmed an agency ruling which struck evidence that had not previously been submitted during the evidentiary hearing. Finally, in Ropes v. Stewart, 45 So. 31 (Fla. 1907), the Florida Supreme Court upheld the striking of a declaration which the lower court found to be scandalous. Thus it appears that even in the absence of any specific rules or statutes, Courts have

the inherent power to strike improper and/or unauthorized filings.

Based upon the above, it is clear that this Commission has the power to strike any material or filing from the record which is either: (a) not authorized by the rules; (b) is redundant, impertinent, irrelevant, immaterial and/or scandalous; (c) which is a sham; (d) which is interposed for any improper purpose, such as to harass or to cause delay, or for frivolous purposes, or which needlessly increase the cost of litigation; and (e) for which there is no good ground to support the filing. Given the above, it is proper to strike BellSouth's July 15, 2002 Unilateral Interconnection Agreement.

Additionally, BellSouth's Emergency Motion is simply a bad faith attempt to preclude a fair follow-on agreement from being negotiated and entered into by the parties. BellSouth should not be allowed to game the system in this manner. Apart from this Commission lacking any authority to grant the relief requested by BellSouth, Supra has in fact acted in good faith. It is BellSouth who has not acted in good faith. In this regard, Supra is ready, willing and able to continue in good faith negotiations over the follow-on agreement. Supra is even willing to participate in FPSC assisted mediation. However, BellSouth has stated that it refuses to negotiate any further and simply wants this Commission to show favoritism by forcing an agreement upon Supra which does not wholly and accurately reflect the parties' prior agreements or this Commission's prior rulings. Accordingly, BellSouth's Emergency Motion should be denied in its entirety. Alternatively, if this Commission even gives any consideration to BellSouth Emergency Motion, then Supra requests the opportunity to demonstrate its good faith throughout this process via an evidentiary hearing.

WHEREFORE SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC., respectfully requests that this Commission deny BELLSOUTH TELECOMMUNICATIONS, INC.'s July 15, 2002 Emergency Motion For Expedited Commission Action and strike BellSouth's unilaterally drafted and filed Interconnection Agreement between BellSouth and Supra which was

also filed on July 15, 2002.

Respectfully submitted, this 22nd day of July, 2002.

SUPRA TELECOMMUNICATIONS &
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BY: Brian Chaiken /@ HS

BRIAN CHAIKEN, ESQ.

LISTING OF ISSUES, DISPOSITION, STATUS AND DISPUTES

Issue A

Issue A: Has BellSouth or Supra violated the requirement in Commission Order PSC-01-1180-FOF-TI to negotiate in good faith pursuant to Section 252(b)(5) of the Act? If so, should BellSouth or Supra be fined $25,000 for each violation of Commission Order PSC-01-1180-FOF-TI, for each day of the period May 29, 2001 through June 6, 2001?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue B

Issue B: Which agreement should be used as the base agreement into which the commission's decision on the disputed issues will be incorporated?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 1

Issue 1: What are the appropriate fora for the submission of disputes under the new agreement?

Disposition: FPSC determination.

Status: Dispute over BellSouth's proposed implementation of this issue. BellSouth seeks to alter its template to encompass issues never brought before the Commission for arbitration. In this regard, BellSouth has altered its template in a manner which purports to limit the fora of where disputes may be submitted. In particular, BellSouth's proposed implementation seeks to prohibit Supra from bringing disputes before either the FCC or any court of competent jurisdiction. Since damages can be awarded by both the FCC and the courts, but not by the FPSC, BellSouth's proposed implementation is not only unconstitutional, but also directly contradicts the FPSC's ruling on Issue 65 (below).

Disputed: **Yes.**

Issue 2

Issue 2: What is the scope of the ability to use the other party's confidential information that is obtained pursuant to this interconnection agreement?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Composite Exhibit "1"

Issue 3

Issue 3: What is the appropriate amount of general liability insurance coverage for the Parties to maintain under the Interconnection Agreement?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 4

Issue 4: Should the Interconnection Agreement contain language to the effect that it will not be filed with the Florida Public Service Commission for approval prior to an ALEC obtaining ALEC certification from the Florida Public Service Commission?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 5

Issue 5: Should BellSouth be required to provide to Supra a download of all of BellSouth's Customer Service Records ("CSR")?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 6

Issue 6: Should BellSouth be required to provide to Supra a download of BellSouth's Regional Street Address Guide ("RSAG") Database?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue based upon the representations by BellSouth that it would provide Supra with RSAG, with the only dispute being under what terms as set forth in Issue 57. Since Issue 57 raised the issue as to whether or not a licensing agreement was required, final resolution of this issue was dependent upon a FPSC determination of Issue 57. However, BellSouth's proposed language incorporates contradictory language into the template. Contrary to the parties' prior agreement, BellSouth's proposed language allows BellSouth to refuse to provide downloads of RSAG (even with a licensing agreement). Thus a dispute exists over BellSouth's proposed implementation of this issue.

Disputed: **Yes.**

Issue 7

Issue 7: Which End User Line Charges, if any, should Supra be required to pay BellSouth?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes requested by Supra which applied strictly to the issue of End User Line Charges. However, as part of the parties' agreement, certain agreed language on End User Line Charges also dealt with related issues of compensation, which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements). This other agreed language dealt partially with (and was related to) agreed language proposed for Issues 13, 25B, 26, 27 and 53. Thus the language agreed upon not only addressed End User Line Changes, but also compensation and numerous matters which were to be found in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language into appropriate places within the contract, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachments 2 (Unbundled Network Elements) and 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the agreed language for this issue, the parties are currently disputing this issue.

Disputed: **Yes.**

Issue 8

Issue 8: This issue appears to have been identical to issue 7 since joint references have been made to Issues 7 and 8.

Disposition: This issue was dropped as a separate issue.

Status: Not Applicable.

Disputed: **Not Applicable.**

Issue 9

Issue 9: What should be the definition of ALEC?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 10

Issue 10: Should the rate for a loop be reduced when the loop utilizes Digitally Added Main Line (DAML) equipment?

Disposition: FPSC determination.

Status: During recent negotiations, BellSouth agreed to include some clarifying language

about obtaining Supra's consent in writing before using DAML equipment on existing lines. However, Supra also requested clarifying language on current UNE lines having DAML equipment, together with notification of certain resale lines where the old technology is to be used. BellSouth has refused to include this other clarifying language requested by Supra. Nevertheless, Supra believes that further negotiations may resolve any disputes over this issue.

Disputed: **Tentatively - Yes.**

Issue 11A

Issue 11A: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of disputed charges?

Disposition: FPSC determination.

Status: During recent negotiations, Supra requested clarifying language as to whether or not a dispute may be considered valid after filing a complaint before the appropriate regulatory, arbitral or judicial forum. Thus raising the issue of how a charge is deemed disputed or undisputed. BellSouth refused to consider the clarify language, and thus the parties currently dispute BellSouth's proposed implementation of this issue. Nevertheless, upon further negotiation, Supra may consider withdrawing this position if other agreements can be reached with BellSouth.

Disputed: **Tentatively - Yes.**

Issue 11B

Issue 11B: Under what conditions, if any, should the Interconnection Agreement state that the parties may withhold payment of undisputed charges?

Disposition: FPSC determination.

Status: During recent negotiations, Supra requested clarifying language as to whether or not a dispute may be considered valid after filing a complaint before the appropriate regulatory, arbitral or judicial forum. Thus raising the issue of how a charge is deemed disputed or undisputed. However, since the clarifying language requested probably concerns Issue 11A (above) more than this issue, Supra concedes that perhaps the parties' dispute should be addressed under Issue 11A (above).

Disputed: **Tentatively - No.**

Issue 12

Issue 12: Should BellSouth be required to provide transport to Supra if that transport crosses LATA boundaries?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 13

Issue 13: What should be the appropriate definition of local traffic for purposes of the parties'

reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: In the fall of 2001, the parties had reached tentative agreements about the definition of local traffic, but did not agree at that time as to how such language was to be incorporated into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing their agreements, required not only inserting the agreed language into appropriate locations in the contract, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachments 2 (Unbundled Network Elements) and 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the language agreed upon in this issue, the parties are currently disputing this issue.

Disputed: **Yes.**

Issue 14

Issue 14: Should BellSouth pay reciprocal compensation to Supra Telecom where Supra Telecom is utilizing UNEs to provide Local Service for the termination of Local Traffic to Supra's End Users? If so, for which UNEs should reciprocal compensation be paid?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: The parties had agreed to address this issue as part of their agreed language in Issue 25B. Thus implementation of this issue is contingent upon the status of issue 25B, which is currently in dispute.

Disputed: **See Issue 25B, below.**

Issue 15

Issue 15: What Performance Measurements should be included in the Interconnection Agreement?

Disposition: FPSC determination.

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 16

Issue 16: Under what conditions, if any, may BellSouth refuse to provide service under the terms of the interconnection agreement?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 17

Issue 17: Should supra be allowed to engage in "truthful" comparative advertising using BellSouth's name and marks? If so, what should be the limits of that advertising, if any?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 18 [Arbitrated Portions - 18(B), 18(C), 18(E), 18(F), 18(G)]

Issue 18: What are the appropriate rates for the following services, items or elements set for in the proposed Interconnection Agreement? (B) Network Elements; (C) Interconnection; (E) LPN/INP; (F) Billing Records; (G) Other?

Disposition: FPSC determination.

Status: The FPSC ordered that those rates established in FPSC Docket Nos. 990649-TP and 000649-TP be used, in conjunction with BellSouth's tariffed rates where no specific rate was otherwise provided in those dockets. The FPSC also stated that Supra be allowed to opt into "any portion of an[other] agreement that may offer it more favorable rates". Finally, the attachments proposed by BellSouth which contain the rates, are generic attachments which contain notations and other language which conflicts with agreements made between the parties on other issues, such as Issues 26 and 51. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 18 [Agreed Portions - 18(A) & 18(D)]

Issue 18: What are the appropriate rates for the following services, items or elements set forth in the proposed interconnection agreement? (A) Resale; (D) Collocation.

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: With respect to 18(A) (Resale), BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of issue 18(A). With respect to issue 18(D), the parties agreed to use the Collocation rate sheet provided on September 24, 2001, subject to true-up upon resolution of the consolidated generic collocation dockets (i.e. FPSC Docket Nos. 98-1834 and 99-0321). BellSouth's proposed implementation does not clearly reflect this agreement. However, Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 19

Issue 19: Should calls to Internet Service Providers be treated as local traffic for the purposes of reciprocal compensation?

Disposition: FPSC determination.

Status: The FPSC concluded that it lacked jurisdiction to address the issue of whether calls to ISPs should be treated as local traffic for purposes of reciprocal compensation. Yet BellSouth's proposal includes language which Supra is not yet able to agree with. Nevertheless, further negotiations might lead to some mutually acceptable language. Accordingly, for now, this issue is disputed.

Disputed: **Tentatively - Yes.**

Issue 20

Issue 20: Should the Interconnection Agreement include validation and audit requirements which will enable Supra to assure the accuracy and reliability of the performance data BellSouth provides to Supra?

Disposition: FPSC determination.

Status: As noted by the FPSC, this issue is inter-related to Issue 15. During recent negotiations, BellSouth agreed to make certain language changes in reference to Issue 15. Assuming BellSouth made the requested language changes to Issue 15, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 21

Issue 21: What does "currently combines" mean as that phrase is used in 47 C.F.R.§51.315(b)?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 22

Issue 22: Under what conditions, if any, may BellSouth charge Supra a "non-recurring charge" for combining network elements on behalf of Supra?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 23

Issue 23: Should BellSouth be directed to perform, upon request, the functions necessary to combine unbundled network elements that are ordinarily combined in its network? If so, what charges, if any, should apply?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 24

Issue 24: Should BellSouth be required to combine network elements that are not ordinarily combined in its network? If so, what charges, if any, should apply?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation contains some redundant sections and erroneous references in the language proposed. It appears that language from elsewhere in the agreement was inserted without making appropriate corrections. Moreover, the language proposed by BellSouth was inserted into Attachment 2, which needs further revisions before it can accurately reflect voluntary agreements made between the parties in regards to other issues. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 25A

Issue 25A: Should BellSouth charge Supra Telecom only for UNEs that it orders and uses?

Disposition: Agreement prior to evidentiary hearing.

Status: The parties had agreed to withdraw this issue from consideration by the FPSC with no added language.

Disputed: **No.**

Issue 25B

Issue 25B: Should UNEs ordered and used by Supra Telecom be considered part of its network for the purposes of reciprocal compensation, switch access charges and inter/intraLATA services?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: As part of the parties' agreement in the fall 2001, certain language was agreed upon which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements). The language agreed upon as part of this issue resolution was related to agreed language proposed for Issues 7, 13, 26, 27 and 53. In addition, the parties had agreed to address Issue 14 in the language agreed upon in this issue. Thus the language agreed upon in this issue was inter-related and inter-dependent upon numerous matters raised in Issues 7, 14, 13, 26, 27 and 53, which all were supposed to be addressed in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language in appropriate places, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachment 2 (Unbundled Network Elements) and Attachment 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the language agreed upon in this issue, the parties are currently disputing this issue.

Disputed: **Yes.**

Issue 26

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

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute

over BellSouth's proposed implementation of this issue. However, it should noted that a good portion of the language agreed upon has been placed by BellSouth in Attachment 2 (Unbundled Network Elements) and that this Attachment needs to be revised in accordance with agreements made between the parties on other issues.

Disputed: **Tentatively - No.**

Issue 27

Issue 27: Should there be a single point of interconnection within the LATA for the mutual exchange of traffic? If so, how should the single point be determined?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: As part of the parties' agreement in the fall 2001, certain language was agreed upon which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements), which conceptually dealt with inter-carrier compensation under a wide variety of calling circumstances. This new Exhibit "B" to Attachment 2, was also to have relevance when service was to be provided using a combination of Local Interconnection and Unbundled Network Elements. The language agreed upon as part of this issue resolution was related to agreed language proposed for Issues 7, 13, 25B, 26 and 53. In addition, the parties had agreed to address Issue 14 in the language agreed upon for Issue 25B. Thus the language agreed upon in this issue was inter-related and inter-dependent upon numerous matters raised in Issues 7, 14, 13, 25B, 26 and 53, which all were supposed to be addressed in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language in appropriate places, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. Implementation of the agreed language on this issue requires a rewrite of Attachment 2 (Unbundled Network Elements) and Attachment 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of the language agreed upon in this issue, the parties are currently disputing this issue.

Disputed: **Yes.**

Issue 28

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

Disposition: **FPSC determination.**

Status: **This Commission noted** that if a single point of interconnection ("SPOI") access

terminal is install on behalf of an ALEC, that it would be inappropriate for BellSouth to allow other ALECs access to that terminal without first obtaining permission from the ALEC who initially requested (and paid for) that terminal. Notwithstanding this language, BellSouth's proposed implementation states that "[t]he SPOI [installed on behalf of Supra] should be suitable for use by multiple carriers." BellSouth's proposed language does not give Supra control over the SPOI as required by the FPSC's determination. Supra believes that further negotiations should be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 29

Issue 29: Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve the first three lines to a customer located in Density Zone 1? Is BellSouth obligated to provide local circuit switching at UNE rates to Supra to serve four or more lines provided to a customer located in Density Zone 1?

Disposition: FPSC determination.

Status: During recent negotiations, Supra requested clarifying language that nothing prevents Supra from provisioning the fourth or more lines via resale. BellSouth agreed to make this change. Supra also requested clarifying language that Supra could also adopt the market rates offered to any other ALEC under a valid and approved interconnection agreement without the necessity of an amendment. BellSouth refused to agree to this clarifying language. Supra notes that with respect to Issue 18 (regarding all rates), the FPSC stated that Supra should be allowed to opt into "any portion of an[other] agreement that may offer it more favorable rates". Supra simply seeks to incorporate this right somehow into this issue. Supra is willing to discuss this matter further with BellSouth, and after further negotiation, perhaps narrow or even withdraw this clarifying request.

Disputed: **Tentatively - Yes.**

Issue 30

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was redundant of Issue 29, above.

Disputed: **Not Applicable.**

Issue 31

Issue 31: Should BellSouth be allowed to aggregate lines provided to multiple locations of a

single customer to restrict Supra Telecom's ability to purchase local circuit switching at UNE rates to serve any of the lines of that customer?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 32A

Issue 32A: Under what criteria may Supra charge the tandem switching rate?

Disposition: FPSC determination.

Status: **BellSouth's proposed** implementation seeks to eliminate more usage fees then simply the tandem switching fee as used in 47 C.F.R. § 51.711 and the FPSC's determination. Supra believes that further negotiations might be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation. In any event, as set forth previously, the parties need to revise attachment 3 (Local Interconnection) in order to accurately incorporate issues already previously agreed upon.

Disputed: **Tentatively - Yes.**

Issue 32B

Issue 32B: **Based on Supra's network** configuration as of January 31, 2001, has Supra met these criteria?

Disposition: FPSC determination.

Status: **BellSouth's proposed** implementation seeks to eliminate more usage fees then simply the tandem switching fee as used in 47 C.F.R. § 51.711 and the FPSC determination. Supra believes that further negotiations might be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation. In any event, as set forth previously, the parties need to revise Attachment 3 (Local Interconnection) in order to accurately incorporate issues already previously agreed upon.

Disputed: **Tentatively - Yes.**

Issue 33

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

Disposition: FPSC determination.

Status: **BellSouth's proposed** implementation has some limiting and otherwise discretionary language which Supra would like to see changed; including that when Supra requests loops served by any type of digital loop carrier, that Supra shall first have the option of moving its end-user to a loop suitable for xDSL service. Supra is

willing to discuss this matter further with BellSouth, and after further negotiation, perhaps narrow this clarifying request.

Disputed: **Tentatively - Yes.**

Issue 34

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

Disposition: FPSC determination.

Status: **The FPSC order gave** Supra the right to chose between the cut-over process proposed by BellSouth, or the cut-over process provided for in the interconnection agreement arbitrated between BellSouth and AT&T, as approved by Order No. PSC 01-2357-FOF-TP in Docket No. 000731-TP. BellSouth proposal did not give Supra this choice. Moreover, the FPSC order also stated that BellSouth shall not employ any process using a disconnect order and new connect order when provisioning UNE-P conversions of existing resale service. BellSouth's proposed language does not include such prohibitions. Supra believes that further negotiations may be able to resolve these problems with BellSouth's proposed implementation. Nevertheless, tentative disputes do exist with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 35

Issue 35: Is conducting a statewide investigation of criminal history records for each Supra Telecom employee or agent being considered to work on a BellSouth premises a security measure that BellSouth may impose on Supra Telecom?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 36

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: This issue was withdraw by the parties as being redundant of Issue 18(D), above.

Disputed: **Not Applicable.**

Issue 37

Issue 37: What rate should be applied to the provision of DC power to Supra Telecom's collocation space?

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: This issue was resolved when BellSouth's represented that in at least one other state in its region, BellSouth was being required to install electrical meters and charge only a metered rate for electricity (i.e. actual power consumed by Supra). BellSouth was to incorporate language reflecting this change in the proposed agreement, but failed to do so. Supra notes that the proposed agreement still reflects power charged based upon the circuit breaker capacity, a disputed method which always produces overcharges.

Disputed: **Yes.**

Issue 38

Issue 38: Is BellSouth required to provide Supra with nondiscriminatory access to the same databases BellSouth uses to provision its customers?

Disposition: FPSC determination.

Status: The FPSC stated that BellSouth did not have to provide nondiscriminatory access to the same databases which BellSouth uses to provision services for BellSouth end-users. The BellSouth template filed at the beginning of this arbitration did not provide for such access. Therefore no new language was needed. Nevertheless, BellSouth included some vague new language on this issue which is overly broad (i.e. "In no case will direct access to BellSouth's OSS be required"). This vague and overly broad language is not necessary and can only lead to disputes. Accordingly, at this time, Supra cannot agree with BellSouth's proposed implementation. Nevertheless, Supra believes that further negotiations may be able to resolve this problem with BellSouth's proposed implementation.

Disputed: **Tentatively - Yes.**

Issue 39

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to resolve this issue by BellSouth giving Supra access to the EDI interfaces being used by MCI; i.e. "CAFE" and "EDI". "CAFE" is an EDI interface between MCI and BellSouth being used to handle access orders, while "EDI" is an EDI interface being used between MCI and BellSouth to deal with pre-ordering issues. Although BellSouth has provide Supra some of the documentation needed to access these interface(s), BellSouth failed to include these interfaces in the proposed follow-on agreement. Since this may have simply been an oversight on BellSouth's part, Supra believes that further negotiation may resolve this issue.

Disputed: **Tentatively - Yes.**

Issue 40

Issue 40: Should Standard Message Desk Interface-Enhanced ("SMDI-E") and Inter-Switch

Voice Messaging Service ("IVMS"), and any other corresponding signaling associated with voice mail messaging be included within the cost of the UNE switching port? If not, what are the appropriate charges, if any?

Disposition: FPSC determination.

Status: BellSouth's proposed implementation only quotes a portion of the FPSC's order and in a manner that appears unworkable. Although the FPSC repeatedly referred to links, BellSouth did not incorporate the concept of links within its proposed implementation. Alternatively, other possible clarification may eliminate the need to reference "links." Supra believes that further negotiation may be able to resolve the dispute on this issue.

Disputed: **Tentatively - Yes.**

Issue 41

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

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 42

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

Disposition: FPSC determination.

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 43

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was redundant of Issues 18(A) and 18(B), above.

Disputed: **Not Applicable.**

Issue 44

Issue 44: What are the appropriate criteria under which rates, terms or conditions may be adopted from other filed and approved interconnection agreements? What should be the effective date of such an adoption?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 45

Issue 45: Should BellSouth be required to post on its web-site all BellSouth Interconnection Agreements with third parties? If so, when?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 46

Issue 46: Is BellSouth required to provide Supra the capability to submit orders electronically for all wholesale services and elements?
Disposition: FPSC determination.
Status: The FPSC ruled that BellSouth must provide ALECs electronic ordering capability to the same extent that BellSouth provides that capability to itself. BellSouth's proposed language does not implement this ruling and allows BellSouth to refuse to provide electronic ordering capability where it has failed to develop such a capability for ALECs. This is discriminatory and does not comply with the FPSC's determination. Thus a dispute exists on this issue.
Disputed: Yes.

Issue 47

Issue 47: When, if at all, should there be manual intervention on electronically submitted orders?
Disposition: FPSC determination.
Status: BellSouth's proposed implementation does not reflect the FPSC determination which stated in pertinent part as follows: "BellSouth shall be permitted to manually process those orders [of Supra] that would be processed similarly for [BellSouth] retail orders." BellSouth's proposed language attempts to water down this parity requirement by using different language. Thus a dispute exists on this issue.
Disputed: Yes.

Issue 48

Issue 48: Is BellSouth obligated to provide Supra Telecom with billing records? If so, which records should be provided and in what format?
Disposition: Agreement prior to evidentiary hearing (subject to implementation).
Status: No dispute over BellSouth's proposed implementation of this issue.
Disputed: No.

Issue 49

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

Disposition: FPSC determination.

Status: BellSouth's proposed implementation limited the FPSC's determination to the provisioning of BellSouth's current FastAccess service and failed to state that BellSouth would continue providing the DSL service over the same UNE line. During recent negotiations, Supra requested clarifying language that would preclude BellSouth from refusing to provide another similar or successor high speed internet access service; to which BellSouth agreed in principal although no language had yet been proposed. Supra also requested clarifying language stating that BellSouth would not refuse to provide the data service over the same UNE line providing Supra's voice service. BellSouth refused to provide this language, advising that BellSouth would not provide DSL service over the same UNE line carrying Supra's voice service. Accordingly, a dispute exists over the implementation of this issue.

Disputed: **Yes.**

Issue 50

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was redundant of Issue 18(B), above.

Disputed: **Not Applicable.**

Issue 51

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

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: BellSouth's proposed implementation had placed the agreed language only in Attachment 1 (Resale). Supra requested that the same language also be included in Attachment 2 (Unbundled Network Elements) and Attachment 7 (Interface Requirements for Ordering and Provisioning, Maintenance and Repair, and Pre-Ordering). BellSouth agreed to make these changes subject to Supra's review. Assuming that BellSouth made the requested language additions and/or changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 52

Issue 52: For purposes of the Interconnection Agreement between Supra Telecom and BellSouth, should the resale discount apply to all telecommunication services

BellSouth provides to end users, regardless of the tariff in which the service is contained?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: During recent negotiations, BellSouth agreed to make certain language changes. Assuming BellSouth made the requested language changes, there will be no dispute over BellSouth's proposed implementation of this issue.

Disputed: **Tentatively - No.**

Issue 53

Issue 53: How should the demarcation points for UNEs be determined?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: As part of the parties' agreement in the fall 2001, certain language was agreed upon which required the creation of a whole new Exhibit "B" to Attachment 2 (Unbundled Network Elements). That new exhibit was to conceptually deal with inter-carrier compensation under a wide variety of calling circumstances. This new Exhibit "B" to Attachment 2, was also to have relevance when service was to be provided using a combination of Local Interconnection and Unbundled Network Elements. The language agreed upon as part of this issue resolution was related to agreed language proposed for Issues 7, 13, 25B, 26 and 27. In addition, the parties had agreed to address Issue 14 in the language agreed upon for Issue 25B. Thus the language agreed upon in this issue was inter-related and inter-dependent upon numerous matters raised in Issues 7, 14, 13, 25B, 26 and 53, all of which were supposed to be addressed in revised Attachment 2 (Unbundled Network Elements) and revised Attachment 3 (Local Interconnection). In the fall of 2001, the parties had reached tentative agreements regarding language which needed to be implemented into a follow-on agreement. The reason for not agreeing upon the actual implementation was because a dispute also existed as to which template was to be used. The parties always understood and agreed that the process of implementing agreed language, required not only inserting the agreed language in appropriate places, but also removing conflicting language and making other changes consistent with the parties' agreements in principal. BellSouth's proposed implementation involved inserting agreed language only into Attachment 2 (Unbundled Network Elements) and Attachment 4 (Collocation). Portions of the agreed language should have also been inserted into parts of Attachment 3 (Local Interconnection) as well. Moreover, BellSouth made further errors by repeating some of the language twice in Attachment 2. Notwithstanding the above, implementation of the agreed language on this issue requires a rewrite of Attachment 2 (Unbundled Network Elements) and Attachment 3 (Local Interconnection); which the parties have not yet been able to agree upon. Since the parties have not been able to agree upon BellSouth's proposed implementation of language agreed upon for this issue, the parties are currently disputing this issue.

Disputed: **Yes.**

Issue 54

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue based upon the parties' agreement with respect to issue 39 (above); in that BellSouth was to provide Supra with access to the EDI interfaces being used by MCI (i.e. "CAFE" and "EDI").

Disputed: **Not Applicable.**

Issue 55

Issue 55: Should BellSouth be required to provide an application-to-application access service order inquiry process for purposes of the interconnection agreement between Supra Telecom and BellSouth?

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 56

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue based upon the parties' agreement with respect to issue 39 (above); in that BellSouth was to provide Supra with access to the EDI interfaces being used by MCI (i.e. "CAFE" and "EDI"). Accordingly, to BellSouth MCI's "EDI" was supposed to include a service inquiry process. The best resolution of this issue would be a statement in the follow-on agreement that MCI's "EDI" contains a service inquiry process or simply a verification that in fact MCI's "EDI" contains such a process. Since BellSouth has not implemented the parties agreement on either Issue 39, this issue is tentatively in dispute.

Disputed: **Tentatively - Yes.**

Issue 57 (Arbitrated Portion)

Issue 57: Should BellSouth be required to provide downloads of RSAG and LFACS databases without license agreements and without charge?

Disposition: FPSC determination.

Status: As part of the resolution of Issue 6, the parties agreed that Supra could obtain downloads of RSAG , with BellSouth offering provide the downloads under the same terms and conditions made available to MCI. Because Supra believed it

should not have to executed a new licensing agreement or pay other charges for the downloads, this issue was left for the FPSC's resolution. Thus the issue before the FPSC was not whether Supra could obtain downloads, but whether BellSouth could require a separate licensing agreement and charge for the downloads. The FPSC ruled that BellSouth could not be compelled to provide the downloads without requiring a separate licensing agreement, or without charge. BellSouth's proposed resolution does not comply with either the parties' agreement on Issue 6 or the FPSC's determination. In this regard, BellSouth's proposed language incorrectly states that BellSouth will not provide downloads of RSAG or LFACS. Accordingly, a dispute exists over BellSouth's implementation of this issue.

Disputed: **Yes.**

Issue 57 (Agreed Portion)

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

Disposition: Agreement prior to evidentiary hearing (subject to implementation).

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 58

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was included in (and thus redundant of) Issue 29, above.

Disputed: **Not Applicable.**

Issue 59

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

Disposition: FPSC determination.

Status: The FPSC ruled that Supra did not have to pay an expedited service charge when BellSouth fails to meet the promised expedited date. BellSouth's proposed language creates unnecessary confusion because it appears to allow BellSouth to impose a fee for expedited service, if the service is ultimately provided after BellSouth's standard interval (thus being even more untimely and late with the service). Nevertheless, Supra believes that further negotiation may be able to resolve the dispute on this issue.

Disputed: **Tentatively - Yes.**

Issue 60

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

Disposition: FPSC determination.

Status: The FPSC ruled that the follow-on agreement should contain a provision which provides that BellSouth shall "identify all readily apparent errors in the LSR at the time of rejection." Although BellSouth attempted to include similar language in its proposed implementation, BellSouth also included negating language which defeats the FPSC's ruling. That negating language is disputed and states in pertinent part as follows: "BellSouth shall only be required to identify the error that triggered the rejection." This language does not implement the FPSC's ruling and thus this issue is disputed. Nevertheless, Supra believes that further negotiation may be able to resolve the dispute on this issue.

Disputed: **Tentatively - Yes.**

Issue 61

Issue 61: Should BellSouth be allowed to drop or "purge" orders? If so, under what circumstances may BellSouth be allowed to drop or "purge" orders, and what notice should be given, if any?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 62

Issue 62: Should BellSouth be required to provide completion notices for manual orders for the purposes of the interconnection agreement?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Issue 63

Issue 63: Under what circumstances, if any, would BellSouth be permitted to disconnect service to Supra for nonpayment?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue. However, a dispute does exist over a related issue; i.e. Issue 11A, which deals with when a dispute can be considered legitimate. The dispute over Issue 11A deals with how a charge is deemed disputed or undisputed. However, since the clarifying language requested probably concerns Issue 11A (above) more than this issue, Supra concedes that perhaps the parties' dispute should be addressed under Issue 11A (above).

Disputed: **Tentatively - No.**

Issue 64

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

Disposition: Agreement during Inter-Company Review Board Meetings and/or Issue Identification (June 2001) (subject to implementation).

Status: The parties agreed to withdraw this issue as a separate issue because it was included in (and redundant of) Issues 21, 22, 23, and/or 24, above. Nevertheless the FPSC ruled that the follow-on agreement should contain a provision requiring BellSouth to provide services in any feasible combination requested by Supra Telecom (subject to some limitations).

Disputed: **Not Applicable.**

Issue 65

Issue 65: Should the parties be liable in damages, without a liability cap, to one another for their failure to honor in one or more material respects any one or more of the material provisions of the Agreement for purposes of this interconnection agreement?

Disposition: FPSC determination.

Status: The FPSC declined to require the adoption of any provision which imposed limitations of liability on any party for breaches of contract and other wrongs. The FPSC decision appears to have been driven, in part, by constitutional issues raised by imposing any such limitation on damages. BellSouth's proposed implementation was to remove the entire section of its template which dealt with damages and damage limitations. Supra is in agreement with this proposed resolution. However, BellSouth went further and attempted to impose limitations through the "back door". In this regard, BellSouth modified its template in section 16 of the General Terms and Conditions, in such a manner that purports to require the parties to bring all disputes before the FPSC. This provision, which had not been required by the FPSC, purports to preclude Supra from seeking relief from either the FCC or any court of competent jurisdiction. Since the FPSC has no authority to award damages, BellSouth's proposed implementation seeks to eliminate Supra's right to seek damages for breaches of the follow-on agreement; an act which directly contradicts the FPSC's ruling on this issue. Thus Supra disputes BellSouth's proposed implementation of this issue.

Disputed: **Yes.**

Issue 66

Issue 66: Should Supra be able to obtain specific performance as a remedy for BellSouth's breach of contract for purposes of this interconnection agreement?

Disposition: FPSC determination.

Status: No dispute over BellSouth's proposed implementation of this issue.

Disputed: **No.**

Buechele, Mark

From: Follensbee, Greg [Greg.Follensbee@BellSouth.com]
Sent: Thursday, July 18, 2002 4:27 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

FL BST-Supra ICA_7-15-02.zip (...

I apologize for the previous email. I simply attached the wrong zip file. This is the one that should have been sent.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Thursday, July 18, 2002 1:09 PM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

The games never seem to end! Do they?

I just received an e-mail from Greg Follensbee in which he encloses an electronic version of the June 10, 1997 interconnection agreement between BellSouth and AT&T. As you may recall, I had asked you for a copy of this document back in the summer of 2000, but you refused claiming that the document did not exist. Although, it is nice to know now the document really did exist (and that you were simply negotiating in bad faith), this is still not the document which I have been requesting since Monday.

You know what I want, i.e. an electronic copy of the interconnection agreement BellSouth filed with the FPSC on Monday (July 15th). Either provide me with a copy, or openly state that you refuse to do so. However, please don't continue playing these stupid games.

MEB.

-----Original Message-----
From: Buechele, Mark
Sent: Thursday, July 18, 2002 10:10 AM
To: 'Jordan, Parkey'
Cc: 'Follensbee, Greg'; Nilson, Dave; Buechele, Mark
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

I will also note that last Friday when we spoke at length, I questioned you and Greg as to whether or not BellSouth was going to unilaterally file an agreement without at least providing me a electronic copy for comparison. At which point you stated that of course you would provide me the electronic version. When it became apparent on Monday that

BellSouth was taking the instant bad faith approach to this problem and unilaterally filing an agreement, I sent you my first e-mail requesting an electronic copy. Obviously, BellSouth does not wish to make it easy for me to compare the changes made to the document filed.

MEB.

-----Original Message-----
From: Buechele, Mark
Sent: Thursday, July 18, 2002 9:48 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

As we all know, there are deadlines in responding to the ridiculous motion filed by BellSouth on Monday. I trust the tacticians at BellSouth will send me a copy sometime soon. After all, you are starting to run out of excuses.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, July 18, 2002 9:15 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Your accusations are unsupportable. We received a request from you and we complied. I apologize that we cannot anticipate your desires, but perhaps we would not have these misunderstandings if you would clearly explain what you want. As soon as Greg has an opportunity, he can send you the files.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 17, 2002 6:26 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey:

Unfortunately, the sad reality is that in dealing with BellSouth, every word must be carefully measured or else BellSouth will take advance of the slightest ambiguity (which often becomes twisted and distorted), in order to stall, delay, and otherwise provide the requesting party with nothing.

Parkey, I obviously want to electronically compare the document BellSouth filed with the FPSC on Monday, with the template filed by BellSouth in September 2000. In this way I can verify what changes were made without relying upon BellSouth's representations (which are often incorrect) or going blind trying to match up changes. Moreover, I do not want to have to spend an inordinate amount of time making these comparisons manually.

Your response today ignores the fact that BellSouth could have easily inserted new language elsewhere the proposed agreement which has never even been seen or discussed before (this of course, would not be a first for BellSouth). You are obviously aware of the fact that I wish to compare the documents electronically, and that such as comparison is highly impractical (and literally impossible on short notice) with either a paper copy of a PDF version. Hence the gamesmanship being displayed by you and Greg Follensbee.

I will also note that this is not the first time that BellSouth has refused to provide an electronic copy of an Interconnection Agreement. As you may recall, for tactical reasons, you refused to provide me a copy of the ATT/BellSouth agreement when we were negotiating back in the summer of 2000 (some things never change).

My prior requests assumed professional courtesy by you and BellSouth in assisting me to deal with certain representations being made by BellSouth to the FPSC. Given the fact that BellSouth unilaterally filed its proposed Interconnection Agreement without first allowing me to review the same, I should not be surprised that BellSouth is merely playing hardball and using abusive litigation tactics. If such tactics continue, I promise to make mention of your behavior in this regard to the FPSC.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 17, 2002 6:02 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Mark, I apologize for not seeing your messages earlier, but you must understand that we are not sitting at our computers waiting for messages from you. Both Greg and I have been away from our desks all day (and Greg is still away at a Supra hearing). First, you asked for what we filed with the PSC. Greg provided you what we filed at the PSC. We gave you exactly what you requested and have no reason to think you wanted anything different. Second, the changes made to the filed agreement are the changes that you and BellSouth discussed over the last week or so. You should have notes regarding those changes, as we agreed to both wording and location. Therefore, you CAN review the document we filed with the PSC - the one Greg sent you yesterday - to determine whether we made the changes to which the parties agreed. All of the changes to which the parties agreed are also set out in my emails to you.

When you say you want the same version we sent you in June, I assume you still have that version. I suppose you are now requesting that we email you the individual attachments as they were modified, converted to a PDF file and filed with the PSC. Your accusation that we are game playing is unfounded, considering we thought we were complying with your request. I do not have the document in any other format, and as I said, Greg is out today. When he returns to his office, he can send you what you want. Please confirm that my above assumption is now correct.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 17, 2002 12:08 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: FW: Supra Agreement for Filing July 15, 2002

Parkey:

I am still waiting..... for at least a response.

MEB.

-----Original Message-----
From: Buechele, Mark

Sent: Wednesday, July 17, 2002 10:12 AM
To: 'Follensbee, Greg'; Buechele, Mark
Cc: Jordan, Parkey; Nilson, Dave
Subject: RE: Supra Agreement for Filing July 15, 2002

Parkey & Greg:

Thank you for the PDF version. However, this is not what I asked for and I sure you know that!

I need the electronic version (not the picture file version) in order to verify the accuracy of alleged changes made and other representations being made by BellSouth to the Florida Public Service Commission. (You know, the same version provided to Supra last month when we began negotiating the follow-on agreement).

If for tactical reasons, BellSouth does not wish to provide me a copy of this version, then don't play games, just say no!

MEB.

-----Original Message-----
From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Tuesday, July 16, 2002 6:34 PM
To: 'Mark Buechele'
Cc: Jordan, Parkey
Subject: FW:Supra Agreement for Filing July 15, 2002
Importance: High

Mark,

I have other things to do besides Supra. I do not appreciate your last message. You could have gotten copy from your client just as easily.

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

> > <<Supra Revised 071502.pdf>>
>
>

Buechele, Mark

From: Buechele, Mark
Sent: Tuesday, July 16, 2002 6:30 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: BellSouth Interconnection Agreement

Parkey:

I am still waiting.....

If BellSouth doesn't want me to have an electronic version for tactical reasons, then don't pretend there are delays. Just be honest and say no!

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 16, 2002 2:07 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: BellSouth Interconnection Agreement

Greg is going to send you a copy of what we filed. I think he has been away from his computer this morning, but he will send it as soon as he has a minute.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Tuesday, July 16, 2002 10:29 AM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: FW: BellSouth Interconnection Agreement

Parkey,

Just following up on my e-mail of yesterday (attached below) and telephone message of this morning. Will BellSouth provide me an electronic copy of the Interconnection Agreement filed yesterday with the Florida Public Service Commission?

-----Original Message-----
From: Buechele, Mark
Sent: Monday, July 15, 2002 5:01 PM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: BellSouth Interconnection Agreement

Parkey,

As a courtesy, would you or Greg Follensbee, please e-mail to me the Interconnection Agreement which purportedly was unilaterally filed by BellSouth with the Florida Public Service Commission today.

MEB.

****

Supra Telecom

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4201
FAX: (305) 443-9516
Email dnilson@STIS.com
www.stis.com

June 12, 2002

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

Subject: Supra-BellSouth Florida Interconnection Agreement

Greg:

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

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

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

Sincerely,

David Nilson
CTO

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

Exhibit "3"

Buechele, Mark

From: Mark Buechele [buechele@stis.net]
Sent:
To: mark.buechele@stis.com
Subject: Fw: Florida Interconnection Agreement

Follow Up Flag: Follow up
Flag Status: Flagged


Supra llines_06-12-03.zip


changes 0301202.zip (48 KB


Supra Revised Agreement-6-13-0..

>

> -----Original Message-----
> From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
> Sent: Thursday, June 13, 2002 12:28 PM
> To: 'Nilson, Dave'
> Cc: Jordan, Parkey; 'Paul Turner'
> Subject: RE: Florida Interconnection Agreement
>
>
> David,
>
> Here is what we suggest. Attached to this email are three zip files.
> One is the redline of the previous redline that reflect the changes
> decided by the FL PSC June 11. The second is the final agreement,
> which accepts all the redline changes. The third is, by document,
> what changes were made to the base agreement BellSouth started with.
> This incorporates both changes made the first time and changes made to
> reflect the recent FL PSC
decisions.
>
> We are available to talk to you Monday morning at 10 am, after you
> have
had
> a chance to review these files. At that time we can answer any
> questions you have on what we did, and set up time to review the
> language we have
sent
> you. To the extent time permits, we can go ahead and start on one of
> the files.
>
> If this is agreeable, please let me know and we will call Paul's
> office at 10 am on June 17.
>
>
>
> -----Original Message-----
> From: Nilson, Dave [mailto:dnilson@STIS.com]
> Sent: Wednesday, June 12, 2002 7:00 PM
> To: Greg Follensbee (E-mail)
> Subject: Florida Interconnection Agreement
>
>
> Greg please call to arrange this meeting.
>
> dnilson
> <<Doc2.doc>>
>
>
>

Exhibit "4"

Buechele, Mark

From: Mark Buechele [buechele@stls.net]
Sent:
To: mark.buechele@stis.com
Subject: Fw: Cross Reference of Issues to Language

Follow Up Flag: Follow up
Flag Status: Flagged


Attachment 2 06-13-02_redline...


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


Issues List Cross Referenced t...

----- Original Message -----
From: "Follensbee, Greg" <Greg.Follensbee@BellSouth.com>
To: "'David Nilson'" <dnilson@stis.com>; "'Mark Buechele'" <buechele@stis.net>
Cc: "Jordan, Parkey" <Parkey.Jordan@BellSouth.com>
Sent: Tuesday, June 18, 2002 1:09 PM
Subject: Cross Reference of Issues to Language

> As discussed yesterday morning, attached is a cross reference of each arbitrated issue to language in the proposed follow-on agreement. As a result of preparing this document, I have found two places where the proposed agreement did not include language we had agreed to last fall. I am resending attachments 2 and 3, which reflect revisions to incorporate the agreed to language. The changes are: 1) in attachment 2, I have added a new paragraph 2.5 to put in language on demarcation points and 2) in attachment 3 I have replaced language in paragraphs 6.1.2, 6.1.3 and 6.1.3.1 with language agreed to on definition of local traffic. Of course, following paragraph with no language changes will necessarily be renumbered. Last, I found a small typo in attachment 2, paragraph 3.10.1, where a reference to paragraph 6.10 simply said 10.
>
> Because of the short time frame the FL PSC will be giving us to
> finalize
this follow-on agreement, Parkey and I have cleared our calendars all of next week and we are prepared to talk every day to finish reviewing the proposed agreement.
>
> Please call me with any questions
>
> <<Attachment 2 06-13-02_redline.doc>> <<Attachment 3 06-13-02_redline.doc>> <<Issues List Cross Referenced to Agreement.DOC>>
>
> Interconnection Carrier Services
> 404 927 7198 v
> 404 529 7839 f
> greg.follensbee@bellsouth.com
>
>
>
>
****
****
> "The information transmitted is intended only for the person or entity
> to
which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers."
>

Buechele, Mark

From: Buechele, Mark
Sent: Wednesday, June 26, 2002 6:51 PM
To: 'Follensbee, Greg'; Nilson, Dave
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

Parkey,

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

MEB.

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

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

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

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

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

Composite Exhibit "6"

Greg

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

dnilson ==========

Greg

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

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

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

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

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

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

Currently I am unavailable on Wednesday, Thursday and Friday; and thus would like to continue our discussions on Monday morning July 1, 2002 at 10:00 AM. Mark Buechele has advised me that there may be some issues which he can discuss with Parkey Jordan without my presence. However, Mark has advised me that he is not available on Thursday afternoon. Accordingly, Mark has stated that he would be willing to schedule a discussion for Friday

morning at 10:30 a.m. in order to discuss a limited amount of issue. Mark asks that you confirm that this time is available (particularly with Parkey Jordan)and provide him a call-in number. His email address (new) is attached.

dnilson

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

Dave,

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

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

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

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

Buechele, Mark

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

Parkey,

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

MEB.

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

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

With regard to the effective date of the agreement, I do not agree with your characterizations of BellSouth's position, but we each clearly stated our respective positions this morning, and I see no need to rehash them here. Further, you have mischaracterized the email that you reference as evidence of BellSouth's ageement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we

Composite Exhibit "7"

would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the remainder of the email. Supra had claimed that BellSouth's recalculation of the June to December bills should be based on the FL commission's new UNE rates rather than the rates in the agreement. By this time, BellSouth was aware that Supra was taking a position on retroactivity that was contrary to what BellSouth believed and contrary to Mr. Ramos' testimony before the FPSC. Paul was also concerned about the effect of retroactivity on the June 5, 2001 award. I told Paul that I would offer some language to try to settle these issues. In exchange for using the rates from the new interconnection agreement in the recalculation of the bills, I would agree to (1) use the date of signing as the date in the blank in the preamble, and (2) add a sentence that says (and I paraphrase) despite the effective date in the preamble, the parties agree to apply these rates, terms and conditions retroactively to June 6, 2001. I was merely trying to settle disagreements of the parties regarding UNE rates applicable to June-December, 2001, retroactivty of the agreement, and the preservation of the June 5 award in light of retroactivty. I neither forgot about this email, nor did I make a misstatement, deliberate or otherwise. BellSouth has never agreed to Supra's position on this issue. I offered a settlement that Supra refused - Paul never responded to that email. However, it appears that you are deliberately ignoring both the plain language of the email and the settlement context within which it was offered in an effort to claim that BellSouth has changed its position. That is clearly and obviously not the case.

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

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794
-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stls.com]
Sent: Friday, June 28, 2002 3:58 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: Negotiation of Interconnection Agreement Final Language

Parkey,

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

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

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

We also discussed at length the effective date to be used in the new follow-on interconnection agreement. It is your position that because the current interconnection agreement has a clause dealing with retroactivity, that this necessarily means that the effective date of the new follow-on agreement must be June 10, 2000. My position is that the template filed with the FPSC at the start of this arbitration contained a blank date. Typically, parties leave the effective date of a contract blank when they intend to use the execution date as the effective date. Because the parties cannot usually predict when the agreement will be executed, they leave the date blank. In line with this practice, it is my recollection that

when you and I were negotiating this agreement back in the summer of 2000, we both understood and agreed that the effective date would be the execution date. It is for this reason that the agreement template had a blank date rather than a date of June 10, 2000 (a date clearly known to all of us when the template was filed with the FPSC).

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

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

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

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

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

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

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

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

MEB.

Buechele, Mark

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

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

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

Buechele, Mark

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

Mark, attached is an email I forwarded Brian after the June 6, 2001 intercompany review board meeting. As you can see, 10 issues had been withdrawn by Supra at issue ID (meaning there is no language to include or strike - the issue was simply withdrawn). Three issues, 2, 3, and 39, were closed during the June 6 meeting. Brian or Adenet should have notes regarding these issues. Supra withdrew issue 39 (again, no there is no language to include or delete). Issue 2 was resolved by the parties agreeing to include the confidential information language from the existing agreement. Similarly, issue 3 was resolved by the parties agreeing to include the insurance language from section 21A of the existing agreement. I only have hand written notes regarding the parties' discussion of these issues. Notice that issue 2 is also included on the October email. Prior to the parties' mediation with the staff, there had been some confusion about whether issue 2 was closed because testimony had been filed on the issue. The parties thereafter agreed that issue 2 was in fact closed.

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

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

> -----Original Message-----
> From: Jordan, Parkey
> Sent: Thursday, June 07, 2001 10:16 AM
> To: 'bchaiken@stis.com'
> Cc: White, Nancy ; Finlen, Patrick
> Subject: Arbitration Issues
>
>
> Brian,
>
> Per my notes, there were originally 66 arbitration issues. I show 10
> of those as being withdrawn during issue identification. Those are 6,
> 30, 36, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we
> discussed 24 unresolved issues (in addition to the 24 issues I am
> referencing, we also discussed and withdrew issue 64, but as we had
> previously withdrawn it, I am not considering it as part of our
> meeting yesterday). Of the 24 unresolved issues we discussed, we
> resolved or withdrew three additional issues, namely, issues 2, 3 and
> 39. That leaves 32 arbitration issues that Supra will not discuss
> until it receives network information. Does this line up with your
> notes and/or recollection?
>
> Parkey Jordan
> 404-335-0794
>
>
>
>
>
****

Exhibit "9"

Buechele, Mark

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

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

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

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

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

Parkey,

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

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

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or

Composite Exhibit "10"

other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

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

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

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

MEB.

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

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

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

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

Parkey,

Thank you for your response. Without addressing the substance of every statement made at this time, I will note that in our conversation Friday morning you unequivocally (and without reservation) stated that the venue language would be changed back to the original language found in the template. Your response concerns me because it raises the specter that persons other than yourself and Greg Follensbee must approve the results of our final negotiations; and that what we agree upon during our discussions may be withdrawn or changed by BellSouth at anytime and by others in the BellSouth legal

department who may only be tangentially involved for tactical reasons. I trust this is not truly the case and that our future agreements will not be subject to further change.

MEB.

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

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

With regard to the effective date of the agreement, I do not agree with your characterizations of BellSouth's position, but we each clearly stated our respective positions this morning, and I see no need to rehash them here. Further, you have mischaracterized the email that you reference as evidence of BellSouth's ageement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the remainder of the email. Supra had claimed that BellSouth's recalculation of the June to December bills should be based on the FL commission's new UNE rates rather than the rates in the agreement. By this time, BellSouth was aware that Supra was taking a position on retroactivity that was contrary to what BellSouth believed and contrary to Mr. Ramos' testimony before the FPSC. Paul was also concerned about the effect of retroactivity on the June 5, 2001 award. I told Paul that I would offer some language to try to settle these issues. In exchange for using the rates from the new interconnection agreement in the recalculation of the bills, I would agree to (1) use the date of signing as the date in the blank in the preamble, and (2) add a sentence that says (and I paraphrase) despite the effective date in the preamble, the parties agree to apply these rates, terms and conditions retroactively to June 6, 2001. I was merely trying to settle disagreements of the parties regarding UNE rates applicable to June-December, 2001, retroactivty of the agreement, and the preservation of the June 5 award in light of retroactivty. I neither forgot about this email,

nor did I make a misstatement, deliberate or otherwise. BellSouth has never agreed to Supra's position on this issue. I offered a settlement that Supra refused - Paul never responded to that email. However, it appears that you are deliberately ignoring both the plain language of the email and the settlement context within which it was offered in an effort to claim that BellSouth has changed its position. That is clearly and obviously not the case.

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Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794
-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Friday, June 28, 2002 3:58 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: Negotiation of Interconnection Agreement Final Language

Parkey,

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

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

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

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

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

Furthermore, after Greg Follensbee this morning mentioned an e-mail of January 4, 2002 to Paul Turner, I decided to ask around for a copy of that e-mail. It is interesting to note that on January

4th, you sent an e-mail to Paul Turner of Supra in which you specifically advised in reference to filling in the effective date of the follow-on agreement, that:

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

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

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

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

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

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

MEB.

****

Buechele, Mark

From: Buechele, Mark
Sent: Wednesday, July 03, 2002 1:15 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg
Subject: RE: Meeting Wednesday, July 3

Parkey,

This morning my one-year old daughter came down with an allergic reaction to a vaccine she received last week. That killed a good portion of my morning. In any event I am finding problems in some of the basic items which were supposedly resolved earlier by agreement, all of which naturally takes up more time. By the tone of your e-mail, I presume that both you and Greg have blocked off the entire afternoon. I will be able to discuss more issues at 3:00 p.m. Therefore, unless you advise me that you and/or Greg are not available at 3:00 p.m., I will call at time.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 03, 2002 1:03 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: Meeting Wednesday, July 3

Mark, I received a message from my secretary that you want to delay our meeting that was scheduled for 1:30 today until 3:00. We have a lot to cover and I think we need to begin on time as scheduled. We prefer to start the meeting at 1:30.

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

Buechele, Mark

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

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

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

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

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

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

Parkey,

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

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

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

Composite Exhibit "12"

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

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

Lastly, you advised me that BellSouth was going to request assistance from the Commission in mediating our negotiations over final language. I told you that I hoped that BellSouth would not be representing that Supra was somehow dragging its feet on this matter. We both agreed that going through these changes is very tedious and time-consuming work. We both acknowledge that despite the efforts made by BellSouth to put together this proposed follow-on agreement, that numerous mistakes are nevertheless being discovered as we examine this document at a detailed level. You stated that your complaint was not so much with me, but with the fact that given the tedious and time-consuming nature of this task, Supra should have began this process back in March. I agree that this is a very tedious and time-consuming task, however, I cannot change the past. Therefore, we just need to try to get through this agreement within the time period allowed by the Commission. In this regard, I hope to get back with you on Friday with further comments.

Happy July 4th!

MEB.

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

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

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

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

Issue 1 - OPEN for further discussion.

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

Issue7 - agreed to change the language in the third paragraph of the settlement language (Att 2, Section 2.6) to read as follows: "When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, of this Agreement. Supra may bill it's end users the end user common line charges." The remainder of the language is agreed to, subject to Dave Nilson's confirmation of the call flows in Exhibit B.

Issue 9 - agreed to language in the agreement.

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

our discussions.

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

Buechele, Mark

From: Buechele, Mark
Sent: Wednesday, July 10, 2002 11:07 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 5th and July 8th Meetings

Parkey,

I disagree with your e-mail, but do not wish to engage in unnecessary wrangling at this time. As you know, I was at the Florida Public Service Commission yesterday on a matter concerning BellSouth. Unfortunately I was the only person available to attend that matter and it did not conclude until the mid-afternoon.

As for the time necessary to review the document, even you have concededly on several occasions, that even one month is not enough time to adequately review and comment on BellSouth's proposed changes. So I do not appreciate your comments as to how long the process is taking.

Moreover, as it stands, the parties are currently at an impasse on several issues involving items that either were: (a) previously ruled upon by the Commission; (b) were supposed to have been agreed upon previously but apparently were not; and (c) do not reflect the parties' prior agreements. Thus if BellSouth maintains its current position and seeks to unilaterally file a document on Monday, it will be with the full knowledge and understanding that the document does not incorporate both agreed changes and the Commission's prior rulings.

In any event, I have told your secretary to schedule a conference call for 4:00 p.m. today to continue our discussions. I know you and Greg Follensbee are currently spending your time at the arbitration proceeding yaking place between BellSouth and Supra in Atlanta. However, I trust you will be available for the conference call this afternoon.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 10, 2002 8:12 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 5th and July 8th Meetings

Mark, I disagree that you have found numerous mistakes in the document we sent you. You have requested changes to language to which the parties had already agreed, and we have accommodated your changes where possible. You have also asked for renumbering, and we have agreed to that as well. I do not believe the changes you have requested up to this point have been substantive. Thus, I think your characterization of the document is incorrect.

As for the filing deadline of July 15th, BellSouth intends to submit a filed agreement, as per the Commission's Order. In our opinion, you and your clients have not worked in good faith to complete your review of the agreement. Your clients have not participated in any substantive discussions, and you have scheduled meetings to review only two or three issues at a time. The only issues and language you have been reviewing is the settlement language to which the parties agreed in October of 2001 or earlier. You have made no comment regarding BellSouth's incorporation of the Commission's Order. While I agree that review of the document takes time, neither you nor your clients have invested a reasonable amount of time in the review process. Our first scheduled meeting was June 17, nearly a month prior to the ordered deadline to have a signed agreement. That is certainly sufficient time for you to have reviewed the entire agreement, commented and worked with us to resolution.

Composite Exhibit "13"

Per your message yesterday (July 9), you were unable to meet to discuss any further issues. I will wait to hear from you regarding any additional meetings. As I will be away from my office most of the day today, please leave a message with my secretary or on my voice mail regarding when you would like to meet today if at all.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 08, 2002 6:00 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 5th and July 8th Meetings

Parkey,

I am in receipt of your e-mail of this afternoon. Although I have not yet been able to compare your e-mail to my notes (which I will try to do tomorrow), I wanted to comment further on our conversation of this afternoon.

First, I advised you that Supra had apparently made some proposed call flow diagrams earlier. I will forward you a copy as soon as I am able.

Second, I advised you that I saw Nancy White's letter to Harold McLean of the FPSC and take offense to that letter. Obviously Ms. White knows very little about how much time it takes to go through these documents. You conceded that it takes a long time to work through the documents, but stated that Supra should have started this process back in March 2002.

Third, as you know, there have been a number of discrepancies in the document proposed by BellSouth. I raise this point because even with the time taken by BellSouth to revise and review the document, mistakes still have fallen through the cracks. Indeed, referencing mistakes even exist in Greg Follensbees cross-reference. Apart from slowing the process down, mistakes in the cross-reference instantly cause eyebrows to raise since the cross-reference is supposed to accurately identify all changes made.

During our conversation this afternoon, I advised you that realistically it might take an extra week or two to finish reviewing and discussing the proposed agreement in to order to verify its accuracy with the parties' prior agreements and the Commissions' orders. Your response was that BellSouth would not work one day past July 15th on this agreement because Supra should have begun this process back in March. I stated that it made no sense to take such a position because it is in everyone's best interest to work through all of the issues and that if Supra continues to work on the agreement past July 15th, then BellSouth should not turn a deaf ear to Supra. You then retracted your position and stated that BellSouth does not know what it will do if the parties cannot finish reviewing your proposed agreement by July 15th. I trust BellSouth will be a little more flexible in this regard.

Finally, I advised you that I will be on the road tomorrow, but that perhaps we can continue going over issues sometime in the afternoon. I advised you that I would leave you a message in the early afternoon with a proposed time for continuing our discussions.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 08, 2002 4:19 PM

To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 5th and July 8th Meetings

This is to confirm where we stand in the discussions of the follow on agreement on July 5th and July 8th.

On July 5th, the parties agreed as follows:

Issue 14 - agreed that the issue was withdrawn to address in the context of Issue 25B.

Issue 17 - we agreed that BellSouth included the agreed upon language in Section 9.1 of the General Terms.

Issue 25A - we agreed that the issue was withdrawn by Supra.

Issue 25 B - the parties agreed that the language agreed to in the settlement was incorporated into the document.

I understand that you believe your agreement with issues 17 and 25A are subject to your reviewing the remainder of the agreement for other related or possibly conflicting language. BellSouth believes that the parties did not settle or withdraw these issues based upon any other language in the agreement.

On July 8th the parties discussed the following issues:

Issue 26 - Supra requested several changes. BellSouth agreed to modify the last line of Section 2.16.7 of Attachment 2 to change "options set forth above" to "options set forth in this Section 2.16." Also, BellSouth agreed to modify the settlement language in Attachment 10 to add to the beginning of the settlement language, "Notwithstanding this Attachment 10, . . ." BellSouth also agreed to modify the last line of Section 2.16.1 to change "following options" to "following options set forth in Sections 2.16.1.1, 2.16.1.2 or 2.16.1.3 below." We will then renumber Sections 2.16.2, 2.16.3 and 2.16.4 to 2.16.1.1, 2.16.1.2 and 2.16.1.3, respectively. 2.16.5 and following will be renumbered accordingly.

Issue 27 - the parties agreed to renumber Attachment 3, Section 1.6.4, to Section 1.7. Following paragraphs will be renumbered accordingly. Supra also inquired as to the references to intraLATA toll that were added to the settlement language. Whether these references should or should not be included was subject to the parties agreed upon definition of local traffic for purposes of reciprocal compensation under this agreement. Subject to check with Greg Follensbee, we can remove those references to intraLATA toll.

These two issues were the only ones discussed on July 8th. You will call or page me tomorrow to let me what time you would like to meet tomorrow afternoon.

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

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Friday, July 12, 2002 6:23 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th & 12th Meetings

Mark, my email to you on July 11 (below) was not intended to confirm that you had agreed with deleting all references to IntraLATA toll in Attachment 3. It was merely to explain to you why the IntraLATA toll reference was not in the settlement language for issue 27 and why those references throughout the Attachment are also inappropriate. My understanding, and Greg's, was that you agreed to deletion of those references on our July 11 call, which took place after I sent the below email to you. You stated today, July 12, that you had not agreed to such a deletion. I will send you a separate email confirming the resolution of issues discussed in our July 11 and July 12 meetings.

As for Issue 1, I merely proposed different language, pulled directly from the Commission's order, in an effort to resolve that issue. I understand that you are rejecting that language, and as such, there is no need to rehash once again the parties' positions.

I agree with your listing of issues discussed on the 11th, and as stated above, I will confirm our agreements in a separate email. While I generally agree that we have not agreed on Issues 10 and 49, I would classify Issue 29 with the others. The language in the contract to which you disagree is language that BellSouth has offered to allow Supra to order switching at market based rates when BellSouth is not obligated to provide switching at all. BellSouth is not willing to agree to the additional language you proposed, which would obligate BellSouth to change the market based rates without an amendment to the agreement in the event Supra discovers that another CLEC has lower market based rates. This language is not an issue in the arbitration, nor does it relate to anything BellSouth is obligated to provide. The contract language that incorporates the Commission's order on issue 29 is not the language to which you did not agree.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Friday, July 12, 2002 2:28 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th & 12th Meetings

Parkey,

I have not reviewed your e-mail of July 11th (attached below) for complete accuracy with my notes of our prior discussions. However, I note that on issue 27, I never agreed to the complete removal of all reference to "IntraLATA" within attachment 3. I had only questioned why the settlement language dealing with physical points of interconnection did not refer to "IntraLATA". I said that if you thought that the term "IntraLATA" needed to be removed or renamed elsewhere in the attachment, then I would be happy to look at your proposal. However, your comment on this issue does not accurately reflect our conversations. Nevertheless, if you believe that there is any inconsistency in the language of this attachment, then we need to work through this matter further.

As for Issue 1, BellSouth never sought from the FPSC, any change to the language found in the template filed with the FPSC. The only issue litigated was whether or not the parties could be forced into commercial arbitration. You even admitted as much when we first began discussing the proposed agreement. In fact, you originally agreed to change the

Composite Exhibit "14"

language back to the template, but then later recanted your agreement. Unfortunately, Supra cannot accept anything but the original template language on this issue.

On another matter, yesterday afternoon (July 11th) we met for approximately one and one-half hours. At that time we talked again about issues 27, 29 and 49. Also we discussed issues 53, 55, the agreed portion of issue 57 dealing with PSIMS and PIC, the agreed portion of issue 18 dealing with resale and collocation, and issues 5 and 10. Although I have not yet organized all of my notes with respect to these issues and thus will not deal with specifics now, I will note that severe differences of opinion exist on issue 29 (on using market rates offered to other carriers), issue 49 (on BellSouth's intent to force DSL subscribers to purchase a separate voice line to retain their DSL service and related carrier compensation), and issue 10 (on Supra's consent to the use of DAML equipment on current and future UNE loops, and notification when BellSouth intents to install the old DAML cards on resale lines). I will also note that we agreed to several other changes and language modifications which have not yet been memorialized).

Per our agreement, we are to discuss these matters further at 4:00 p.m. today. Thereafter, I intent to draft a listing of all the issues covered to date, with my understanding of our agreements and the current impasses. At that point I will comment further on your prior e-mails (to the extent any further comment is needed).

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, July 11, 2002 8:15 AM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 10 Meeting

Mark, this is to confirm our discussions today regarding the new BellSouth/Supra interconnection agreement:

Issue 4 - Supra agrees with the proposed agreement.

Issue 29 - BellSouth has included language in the agreement that allows Supra to purchasing switching at market rates in those areas where, pursuant to FCC and FPSC regulation, BellSouth is not required to provide switching at UNE rates. Supra left this issue open to check with Paul Turner to confirm that Supra wants the ability to purchase switching where BellSouth is not required to provide it. If Supra does not want that ability, BellSouth is willing to remove the language and associated market rates.

Issue 31 - BellSouth agreed to delete from the last sentence in Attachment 2, Section 6.3.1.2, "locations served by BellSouth's local circuit switches, which are in the following MSAs: Miami, FL; Orlando, FL; Ft. Lauderdale, FL" and substitute in lieu thereof "those locations specified in Sections 6.3.1.2.1 and 6.3.1.2.2 below."

Issue 35 - Supra agrees with the proposed agreement.

Issue 41 - BellSouth agreed to remove the added word "Alternate" in Section 12.2.1 of the General Terms.

Issue 44 - Supra agrees with the proposed agreement.

Issue 45 - Supra agrees with the proposed agreement.

Issue 48 - Supra agrees with the proposed agreement.

Issue 51 - BellSouth agreed to repeat all the language in Attachment 1, Sections 3.16 and 3.16.1, in Attachment 7, Section 3.6 (the reference to Exhibit A in Section 3.16 of Attachment 1 will have to be modified to add Exhibit A of Attachment 2 for submission of LSRs other than resale). BellSouth also agreed to add a sentence in the language in Attachment 7 stating that rates for the ordering interfaces other than resale are in Exhibit A of Attachment 2.

Issue 52 - BellSouth agreed to remove note 3 of Exhibit B, Attachment 1, relating to Lifeline/Linkup.

With the changes discussed above, the foregoing issues should be closed (with the exception of Issue 29).

Issue 27 - on July 8 we discussed removing the reference to IntraLATA toll traffic in the settlement language in Attachment 3. We will remove the reference there and in the other sections of Attachment 3. The document originally proposed and filed with the Commission contained a definition of Local Traffic that did not include all traffic exchanged within the LATA. The parties agreed on a different definition of Local Traffic (i.e., that all traffic originated and terminated in the LATA other than traffic delivered over switched access arrangements would be considered local for purposes of reciprocal compensation). With that agreement, there will no longer be an exchange of IntraLATA toll traffic between the parties, so such references should come out of the agreement, just as they were removed from the settlement language.

Issue 1 - on June 28 we discussed the issue of dispute resolution and did not come to a final agreement. In an effort to reach agreement as to the Commission's order regarding this issue, BellSouth proposes to replace the language in Section 16 of the General Terms with language directly from the Comission's order: The appropriate forum for the resolution of disputes arising out of this Agreement is before the Florida Public Service Commission.

Greg and I will be available at 4:00 today, July 11, to discuss additional issues.

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

Buechele, Mark

From: Buechele, Mark
Sent: Monday, July 15, 2002 4:21 PM
To: 'Jordan, Parkey'
Subject: RE: July 11th and 12th Meetings

Parkey,

I beg to differ with you. You have not continued to ask for anything. Do you still want a copy of those call flows?

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 15, 2002 4:09 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Mark, just as you disagree with my e-mails, I disagree with yours. Again, I see no point in continuing to rehash these issues.

One point of note, however, relates to the call flows. I agree that you offered as early as July 3 to provide us the call flows you think are accurate, and we have continued to request them. To date, we have not received anything from you. We have told you that we do not have any other call flows in our files that are different from what we provided you with our proposed agreement, and we told you that if you would send us the call flows you think are accurate, we will review them. Telling us you disagree with our proposal, but not telling us why or providing a counter is useless.

On a different topic, just as information, in the agreement that BellSouth will file with the Commission today, to remove a contentious issue from the agreement, we have inserted today's date in the preamble of the agreement.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 15, 2002 12:35 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Parkey,

I disagree with virtually all of your e-mail of this morning. The only thing I agree with in your e-mail is that BellSouth refuses to continue negotiating the follow-on agreement, which both you and Greg Follensee conceded on Friday is a mess. BellSouth may not care if whatever agreement is filed makes sense; but Supra does! Indeed, it is in BellSouth's best interest to have a mess of an agreement, particularly one which has never been agreed upon.

Unfortunately, BellSouth's tactic appears to be to force an unworkable, non-agreed, interconnection agreement upon Supra which does not even reflect the Commission's prior rulings on those matters which had not previously been agreed to in principal. We both know that anything BellSouth files will be meaningless, and will serve no other purpose than to forment more unnecessary litigation. A tactic BellSouth appears to be only all

Composite Exhibit "15"

too familiar with.

I will also note that Greg Follensbee had never sent any revised call flow diagrams as mention in your e-mail. Moreover, I have offered to provide both you and Greg Follensbee the call flow diagrams previously proposed by Supra. However, you have stated that BellSouth refuses to negotiate and discuss the follow-on agreement any further. Has BellSouth changed its position? If not, then what's the point. BellSouth's call flow diagrams have never been agreed to. In any event, it is my understanding that you have already been provided copies of the call flow diagrams previously proposed by Supra.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 15, 2002 12:02 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Mark, I don't believe you understand Issue 27. BellSouth does not believe that modifications need to be made to Attachments 2 and 3. The only change BellSouth proposed was to delete the references to IntraLATA toll in Attachment 3, consistent with the settlement language for Issue 27. I have explained that issue many times. As I have told you before, Attachment 2 covers Supra's ability to offer LATA-wide local calling to its end users when using BellSouth's switch - a switch that is configured for BellSouth's local calling areas. Attachment 3 describes interconnection and compensation between the parties for traffic exchanged in a facilities-based environment. The definition of Local Traffic to which the parties ultimately agreed encompasses all calls within the LATA (other than switched access). Thus, there will be no IntraLATA traffic between the parties, and references to IntraLATA traffic that accompanied the original proposal are no longer applicable. We do not agree, nor did we state, that any other changes need to be made to the Attachments. As for the call flows, we believe that the call flows we proposed are correct. Per a conversation between Greg Follensbee and Dave Nilson last week, Greg added an endnote to the call flows regarding end office switching rates for call transport and termination and for UNEs being equal. Despite BellSouth's requests, Supra has not provided any other call flows or other information indicating any changes that were to be made to the call flows. Thus, we do not know why Supra thinks the call flows need modification.

As for the template, BellSouth had originally proposed to Supra where we would place all of the settlement language in the BellSouth template. Supra would not agree to any document containing the settlement language to the extent we included a reference for the Attachment and Section. BellSouth is not confused as to where the language fits best, and any confusion Supra may be experiencing is due at least in part to its refusal to allow BellSouth to include a reference (and to discuss placement of the language at the time it was negotiated).

Your comments regarding the DSL issue may well be self-serving as intended, but they have no basis in fact or reality. BellSouth has not claimed that the Commission made a mistake in its order. BellSouth merely stated that the Commission did not order a process by which BellSouth would continue to provide DSL over UNE-P lines, nor could it have ordered a process based on the record in the arbitration. And BellSouth merely rejected Supra's verbal proposal to include language in the agreement relating to the process to be utilized and other language that was not included in the Order. We do not know yet exactly what that process is and how it will be implemented. BellSouth has not refused to include the language from the order, and in fact, our proposal quotes directly from the order. Your allegations regarding this issue are completely false.

BellSouth does plan to file an agreement today, and we see no need to continue our discussions with Supra at this point. If the Commission orders the parties to continue negotiations, we will do so.

BellSouth has never stated that there has not been sufficient time to review/negotiate the final agreement in this case. I will perhaps agree that Supra, by waiting until July 10

or 11 to discuss any of the ordered issues, has waited too long complete its review, but such delay falls squarely on Supra. BellSouth does not agree that Supra has acted in good faith and has moved diligently toward finalizing the agreement. We also do not agree that you uncovered substantial problems with the agreement. Most of your requested changes have been to language that was previously accepted by the parties, and your changes have been more along the lines of placement and numbering than substance. Further, where you have raised substantive disagreements (i.e., for the issues where the parties have reached an impasse), you have never proposed any language for BellSouth's consideration. Your participation in this process has been minimal compared to that of other ALECs in similar situations, and your client has failed to participate at all.

To state that Supra has not had a chance to review BellSouth's document is a farce. Supra has had ample time to review the agreement. The changes BellSouth has made to the agreement we plan to file today are only those that were made at the request of Supra during the last week. I see no reason to blame BellSouth for your failure to review the agreement.

Finally, with each email I send you describing the parties' agreement and discussion regarding specific issues, you respond with a self-serving email, stating that you have not reviewed my comments. If you would spend your time working on the substantive issues rather than posturing, you would perhaps have had time to make headway on the agreement. I see no reason to continue this battle of emails. BellSouth will comply with the Commission's order and let the Commission decide next steps.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 15, 2002 9:27 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Parkey,

I just received your e-mail (below), and have not yet been able to review your e-mail for complete accuracy with our prior conversations. Nevertheless, I wish to make some points and comments because of the position we are now in.

First, I will note that on Friday, with respect to Issue 27, we discussed the fact that the language agreed upon in September/October 2001 was to applied in concept to both the UNE environment and where Supra provides service through interconnected Supra equipment. Thus conceptually, both attachments 2 and 3 were to be modified. However, BellSouth's attempted implementation was to unilaterally break apart the agreed language and place it in either Attachment 2 or Attachment 3 (but not in both). Additionally, on Friday we both realized that more needs to be done to both Attachments 2 and 3 in order to accurately reflect the intent of the parties' agreements in September/October 2001. Apart from the agreeing upon the details of the UNE call flows (which were never resolved), both attachments needed to reflect the concept of LATA-wide local calling. On Friday you stated that to effectuate this concept, several more provisions needed to be removed from Attachment 3. Thereafter we both recognized that your suggestion was not complete or accurate, and that more work was needed on these two attachments than just the removal of the several provisions you suggested.

In retrospect, this problem has arisen because the parties originally did not have a template from which they were working from and thus were discussing proposed language on select concepts, which later needed to be implemented. Because no template was being contemplated, the parties did not specify where language was to be inserted and what potentially conflicting language needed to be removed from any existing template. In fact, Issue B, regarding which template to begin from, was only added as an issue for hearing just before the hearing began in late September 2001. It therefore is no wonder

that as of last Friday, there was still considerable confusion by both BellSouth and Supra as to what needed to be done in Attachments 2 and 3, in order to properly implement the concepts agreed upon in September/October 2001.

On issue 49 (DSL), BellSouth claims that the Florida Public Service Commission made a mistake in not being more specific in its Reconsideration Order and that BellSouth seeks to the reserve the right to refuse to provide end-users FastAccess (or any other DSL service) over the same telephone line which provides voice service. Although BellSouth claims to have not yet decided how to implement the Commissions' order on the DSL issue, it is undisputed that BellSouth will refuse to provide end-users DSL over the same UNE line which provides the end-user voice service. Hence BellSouth refuses to add language which states that it will not disconnect the DSL service being provided on UNE voice lines converted to Supra.

I will also note that I sought to continue discussing further issues, but that you and Greg announced that BellSouth would not continue further negotiations on the follow-on agreement unless ordered to do so by the Florida Public Service Commission. Your rational for refusing to engage in any further negotiations and discussions is that the Commission has set forth a July 15th deadline and that BellSouth has decided that it is going to file something on that date, and then seek to be relieved of its current agreement with Supra; irrespective of whether or not the document filed accurately incorporates the Commission's orders or the parties' prior agreements. I advised you that I disagree strongly with this approach, and that in the end, BellSouth's position will only serve to delay further implementation of a follow-on agreement.

You and Greg conceded that it was impossible to finish our discussions and negotiations within the time period provided by the Florida Public Service Commission, but that it was Supra's fault for not having started this process back in March 2001. You and Greg stated that in your experience the process of negotiating a final agreement can take months after a final ruling, and that is why BellSouth sent its first version of the proposed agreement back in March, 2002. I advised you that Supra has little past experience in this regard, but that I have devoted a substantial amount of time and effort during the last month in a good faith attempt to complete this process. Neither you or Greg can claim that I have not acted in good faith. You also conceded that we have come far in this process, and that some of the problems I uncovered with BellSouth's proposed agreement were substantial and require considerable more discussion and negotiation. However, you also stated that some of the proposed changes I made were not that important. Yet, the reality is that I must still review the proposed follow-on agreement for accuracy, logic and completeness; and that it is the review and verification process which is the most time consuming. Once that time has been spent, why not spend a little extra more time to get the document done right. This is particularly true since BellSouth has taken the position on some provisions, that the language drafted means everything when it comes to implementing the agreement.

You advised that instead of completing our discussions and negotiations over the follow-on agreement, BellSouth intends to unilaterally file an unsigned contract on July 15th, without Supra even having had a chance to review that document. We also both agree that at this time, it is impossible to file anything which reflects both the Commissions' orders and the parties' prior agreements. I disagree with BellSouth's approach, but cannot force BellSouth to continue discussions and negotiations towards a final follow-on agreement. I trust that BellSouth reconsiders this hard-line approach and acts in a more reasonable and enlightened manner.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, July 12, 2002 8:00 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 11th and 12th Meetings

Mark, this is to confirm the status of the issues we discussed during our negotiations on July 11 and July 12. Where I indicate that BellSouth agreed to make changes with respect to a certain issue and that the issue is closed, I assume that the issue is closed only

after BellSouth makes the agreed upon changes.

Issue 27 - on July 11 after we explained the issue regarding references to IntraLATA toll, I understood that Supra agreed to delete the intraLATA toll references in Attachment 3. However, on July 12 you told me that you had not agreed to the deletion. We discussed the reason for the deletion. BellSouth's original proposed agreement contained a definition of Local Traffic for reciprocal compensation purposes that was based on retail local calling areas. During our negotiations with Supra last fall, the parties agreed to a definition of Local Traffic that assumes that all traffic originating and terminating in a single LATA (other than traffic delivered over switched access arrangements) is local for purposes of reciprocal compensation. That being the case, there will be no intraLATA toll traffic exchanged between the parties, and references to intraLATA toll conflict with the agreement of the parties regarding Local Traffic. Traffic that would have been intraLATA toll is now encompassed in the Local Traffic definition. Our July 12 conversation included explanations to you of how Attachment 2 and Attachment 3 differed with respect to Supra's ability to offer LATA-wide local calling through BellSouth's switch (Attachment 2) and the compensation the parties would pay each other for traffic throughout the entire LATA (Attachment 3). Supra is still reviewing the deletion of the references to intraLATA toll, although Supra has agreed with the settlement language BellSouth provided in the agreement for this issue, subject to BellSouth's deletion of the reference to IntraLATA toll in Section 1.4 of Attachment 3.

Issue 29 - Supra did not raise an issue with the language in Section 6.3.1.2 that was included to incorporate the Commission's Order. Supra raised an objection to Attachment 2, Section 6.3.1.2.3, which BellSouth added to allow Supra to purchase switching at market rates, despite the fact that the Commisison did not order BellSouth to do so. BellSouth agreed to modify the proposed language to add a sentence to the end of Section 6.3.1.2.3 as
follows: "Alternatively, Supra may order the fourth or more lines as resold lines pursuant to Attachment 1 of this Agreement." BellSouth did not agree to add language providing that in the event Supra finds another agreement with lower market rates, the lower market rates will apply to Supra without an amendment to the agreement. BellSouth added this language to provide an additional option to Supra. We provide this option to virtually all CLECs. BellSouth will either remove the language (meaning Supra will not have the option to purchase UNE-P for the end user's fourth or more line, or we will leave in the language as modified above. If Supra disagrees with the language, we will remove it, as it was not ordered by the Commission.

Issue 49 - Supra requested that BellSouth add language to Attachment 2, Section 2.17.7, regarding future internet access services offered by BellSouth, processes BellSouth will use to continue to provide DSL services to end users, an obligation to continue providing third party DSL services over Supra's UNE-P lines, and an obligation for BellSouth to notify such third parties that the third parties should begin paying Supra any amounts such parties were previously paying BellSouth. BellSouth offered the language directly from the Commission's order. BellSouth does not believe the additional language complies with the order. The parties disagree with respect to this issue.

Issue 53 - BellSouth agreed to delete Section 2.5 of Attachment 2, as BellSouth had included that paragraph of the settlement language in two places. This issue is closed.

Issue 55 - Supra agreed with BellSouth's language. The issue is closed.

Issue 57 - This issue was only partially settled by the parties last fall when the parties agreed to language related to PSIMS and PIC. Supra agreed to the language in the agreement with respect to the settled portion of the issue only (Supra has not yet commented on the language BellSouth included in the agreement regarding the remainder of Issue 57 to incorporate what was ordered by the Commission). The portion of Issue 57 relating to PSIMS and PIC is closed.

Issue 18 - BellSouth agreed to remove the (***) from the CSA column in Exhibit A of Attachment 1. BellSouth also agreed to remove the note associated with the (***). In Attachment 4 BellSouth agreed label the Remote Site Collocation document as Attachment 4A, and to separate Exhibit B from both Attachment 4 and Attachment 4A so it will print as a separate document rather than as a continuation of the Attachment itself. This issue is closed.

Issue 5 - Supra agreed with BellSouth's language. This issue is closed.

Issue 10 - Supra asked to add language to the end of Attachment 2, Section 3.2, that states "in writing before installing any DAML equipment." BellSouth agreed to this addition. Supra also requested that BellSouth include language to Attachment 1 (Resale) from the Order on Reconsideration relating to DAML on resale lines. BellSouth agreed to add language directly from the order as follows: "Where Supra provides service to customers via resale of BellSouth services, BellSouth shall not be required to notify Supra of its intent to provision DAML equipment on Supra customer lines, as long as it will not impair the voice grade service being provisioned by Supra to its customers." Supra also wanted to BellSouth, in the resale language, to reference a type of line card that Supra claims was discussed in testimony during the hearing and to agree that we would notify Supra when that type of line card is being used. BellSouth's witness for this issue has retired since the hearing, and Supra did not have the technical information regarding the type of line card discussed at the hearing. Thus, BellSouth will not agree to any additional language, and Supra has not agreed that this issue is closed.

The following issues were discussed on July 12.

Issue 27 - the parties discussed this issue again, as described above. There is no resolution regarding BellSouth's proposed deletion of the references to IntraLATA toll traffic, but Supra has agreed to the settlement language BellSouth inserted in Attachment 3, Section 1, provided that the reference to IntraLATA toll is removed from Section 1.4.

Issue 19 - Supra asked questions regarding the language BellSouth inserted relating to compensation for ISP-bound traffic. Supra is still reviewing the language and wants to compare it to the FCC's order. Thus, this issue is still open to Supra.

Issue 42 - Supra asked to delete the last sentence of section 8.2 and replace it with the following language from the MCImetro agreement: "However, both Parties recognize that situations exist that would necessitate billing beyone the one year limit as permitted by law. These exceptions include:" BellSouth agreed to this change. This issue is closed.

Issues 11A and 11B - Supra requested that BellSouth add to Attachment 6, Section 15.5, language stating that if Supra files a complaint with the Commission, BellSouth will presume that Supra has filed a valid or good faith billing dispute. Supra was relying on language from the reconsideration order, but in BellSouth's view, the Commission was merely referencing language from the original order that stated Supra may ask the Commission for a stay if BellSouth has denied a billing dispute and intends to disconnect Supra. BellSouth would not agree to Supra's proposal. The parties disagree.

Issue 12 - Supra agreed to BellSouth's language. This issue is closed.

Issue 15 - Supra asked BellSouth to add a statement that it would also comply with the Performance Assessment Plan ordered by the Commission. BellSouth agreed but no specific language was agreed upon. Supra left it to BellSouth to add appropriate language. BellSouth will delete the first sentence of Attachment 10 and add the following sentence in lieu thereof: "BellSouth shall provide to Surpa Telecom those Performance Measurements established by the Commission in Order No. PSC-01-1819-FOF-TP, and the associated Performance Assessment Plan ordered by the Commission."

This and my previous emails describing the parties' negotiations since June 28 concludes the issues that the parties discussed. Supra has not yet reviewed or discussed with BellSouth the following remaining issues: 16, 18 (other than that portion the parties settled in October), 20, 21, 22, 23, 24, 28, 32A, 32B, 33, 34, 38, 40, 46, 47, 57 (other than that portion the parties settled in October), 59, 60, 61, 62, 63, 65, 66.

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