

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Supra Telecommunications and Information Systems, Inc., pursuant to Section 252(b) of the Telecommunications Act of 1996	Docket No. 001305-TP
Complaint of Supra Telecommunications and Information Systems Regarding BellSouth's Bad Faith Negotiation Tactics	Filed: July 13, 2001

**SUPRA'S RESPONSE TO BELL SOUTH'S NOTICE OF INTENT TO REQUEST
CONFIDENTIAL CLASSIFICATION AND
SUPRA'S REQUEST FOR CONFIDENTIAL CLASSIFICATION**

Supra Telecommunications and Information Systems, Inc. ("Supra") hereby files its response and objection to BellSouth's Notice of Intent to Request Confidential Classification, and files its request for confidential treatment, pursuant to FPSC Rules of Practice and Procedure, 25-22.006(2)(b) and (8)(a), and in support thereof states:

1. On June 18, 2001, Supra filed its "Status and Complaint Regarding BellSouth's Bad Faith Negotiation Tactics." As a necessary part of Supra's status, it attached as Exhibit B a copy of its proposed language for the General Terms and Conditions of the Interconnection Agreement, as Supra promised to do at the parties' Inter-Company Review Board meetings ordered by the FPSC. The proposed language included a reference to, without mentioning any factual detail of, a recent commercial Arbitration Award ("Award"). The Award was the result of a CPR arbitration of several disagreements between the parties, and was conducted pursuant to the alternative dispute resolution procedures contained in the parties' current Interconnection Agreement, which had been approved by the FPSC. Prior to filing the of the proposed language, Supra had advised BellSouth, during the parties' Inter-Company Review Board meeting, that Supra

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would seek to include the Arbitration Award, and the obligations imposed upon the parties therein, as part of the Follow-on Agreement being arbitrated in this Docket.

2. On July 5, 2001¹, Supra's counsel did receive a call from BellSouth regarding the confidentiality of the Award, and its use in these proceedings. However BellSouth never once requested that Supra stipulate to the confidentiality of the Award. Instead, BellSouth sought to have Supra "withdraw" any references to the Award in its Status and Complaint for Bad Faith Tactics. Such a request is unreasonable for numerous reasons.

3. First, BellSouth improperly alleged that the Award is subject to the proprietary business record provisions of § 364.183 of the Florida Statutes. Section 364.183 addresses the topic of access to company records. Specifically, subsection (2) addresses confidentiality in the discovery of proprietary business information, and thus is inapplicable to these proceedings. Supra is not requesting a record or business information that is proprietary to BellSouth. Section 364.183 gives an exhaustive list of items that are considered proprietary. An Arbitration Award is not one of them. Supra spent as much, if not more, efforts and resources in obtaining this Award. Therefore, BellSouth cannot claim any superior right to protection of such.

4. Second, while Supra agrees that the Award should be held confidential, Supra does seek to assert its rights under the Award. If the Award were not considered in the Follow-On Interconnection Agreement, it is conceivable that Supra would lose the benefits it has fought so hard and long to win. Additionally, if the Award is not considered, the doctrine of res judicata may apply, as the result may be that the parties

¹ BellSouth improperly stated in its Notice of Intent that it contacted Supra's counsel on June 5, 2001. This may well be an innocent mistake by BellSouth.

having to re-litigate previously arbitrated issues before the FPSC. Therefore, Supra requests that the Commission consider the Award pursuant to Rule 25-22(8)(a) of the FPSC Practices and Procedures. Supra believes the Award will help the Commission resolve many issues pending in this docket. In fact, the Award has already provided substantial direction and responses to the following issues: 5, 6, 20, 28, 35, 36, 38, 41, 42,45 and 49

5. Third, the Commission's Order Establishing Procedure, in subsection (k) of its Prehearing Statement, requests that the Parties furnish "a statement identifying any decision or pending of the FCC or any court that has or may either preempt or otherwise impact the Commission's ability to resolve any of the issues presented or the relief requested in this matter." The Award directly impacts the ability of the Commission to resolve numerous pending issues, likely in an expedited manner. As such, this Commission has a "duty" to consider the results of the agreed-upon binding arbitration in the present proceeding.

6. Fourth, Supra is seeking classification according to section 14 of Attachment 1 of the parties' Agreement and Section 17 of the CPR Rules. In addition, Section 2.1.2.2 of Attachment 1 of the Agreement makes the Award binding upon the Parties, any regulatory body and an integral part of the Parties' Agreement.

Respectfully submitted, this 16th day of July, 2001.

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