

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: September 24, 2001

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.'S
MOTION TO STAY BELL SOUTH'S REQUEST FOR ARBITRATION OF
INTERCONNECTION AGREEMENT PENDING COMPLIANCE WITH FPSC ORDERS
FOR DISCOVERY

NOW COMES Supra Telecommunications & Information Systems, Inc. ("Supra"), by and through its undersigned counsel, pursuant to Public Service Commission Rule 28-106.204(1) and 28-106.206, Florida Administrative Code, and Rule 1.380(a), Florida Rules of Civil Procedure, respectfully moves for the entry of an Order staying this proceeding until BellSouth Telecommunications, Inc. ("BellSouth") fully complies with FPSC Orders No. PSC-01-1820-PCO-TP and PSC-01-1846-PCO-TP ("Discovery Orders"), for the reasons explained below.

Brief Introduction

On September 10, 2001, the Commission issued Order No. PSC-01-1820-PCO-TP and on September 13, 2001, the Commission issued Order No. PSC-01-1846-PCO-TP ("Discovery Orders")


According to the September 10, 2001 Order, BellSouth was ordered by the Commission to produce certain documents to Supra on or before September 17, 2001. BellSouth did not produce any documents to Supra until the night of September 17, 2001. The document produced by BellSouth on that day were voluminous, filling 2 boxes. In the evening of September 18,

- APP
- CAF
- CMP
- COM
- CTR
- ECR
- LEG
- OPC
- PAI
- RGO
- SEC
- SER
- OTH

DOCUMENT NUMBER - DATE

12000 SEP 24

FPSC-COMMISSION CLERK

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 FPSC BUREAU OF RECORDS

2001, BellSouth produced additional documents as well as its better answers to Supra's First Set of Interrogatories. Supra was in the middle of deposing BellSouth's witnesses when these documents were produced, and has not had the opportunity review the material prior to the depositions of the relevant corporate reps, or to depose any BellSouth witness with knowledge of the newly discovered materials regarding same. Perhaps of even greater significance is the fact that all of the documents and responses ordered by the FPSC have not yet been produced. Supra would be greatly prejudiced should it be forced to go into this proceeding without being given the opportunity to finish conducting its discovery so as to fully support the record in this matter.

ARGUMENT

1. On September 17th and 18th Supra was in Atlanta to depose BellSouth witnesses in this case. All depositions were taken without the benefit of Supra's having the opportunity to depose witnesses on the requested information produced on those dates.

2. On September 17, 2001, well after business hours, well after the depositions concluded, beyond 8:00 PM at night, BellSouth served via hand delivery an incomplete set of responses Supra's Second Request for Production of Documents. During the evening of September 18, 2001, BellSouth delivered its responses to Supra's First Set of Interrogatories, and additional responses to Supra's Second Request for Production of Documents.

3. Supra's case has been materially impaired by the missing information, and the inability to depose witnesses on the provided information.

4. Below, Supra has set forth each interrogatory and request, and BellSouth's incomplete response to same, detailing why a stay should be ordered pending Supra's ability to complete its discovery.

SUPRA'S FIRST SET OF INTERROGATORIES

INTERROGATORY No 5. State with particularity the basis for BellSouth's contention on page 5 of BellSouth's Response to Supra's Complaint and Motion to Dismiss filed by BellSouth on July 9, 2001 that:

Since the old agreement was negotiated with AT&T five years ago, BellSouth's practices have changed, the controlling law has changed, and the interconnection offerings, terms and conditions that are available have changed. Accordingly, what BellSouth offers in the current standard interconnection agreement as a starting point for negotiation is different than what BellSouth offered as a starting point when the old AT&T agreement was drafted.

In responding to this interrogatory, identify each and every BellSouth practice that has changed, the controlling law that has changed, and the interconnection offerings, terms and conditions that BellSouth provides that have changed or other evidence upon which BellSouth intends to rely to prove this contention.

BELLSOUTH'S ANSWER: BellSouth objects to Interrogatory 5 to the extent it requests information about changes in the law. Such information is equally available to Supra. BellSouth also objects to Interrogatory 5 to the extent it seeks identification of changes to BellSouth's "interconnection offerings, terms and conditions." Such information is contained in the numerous interconnection agreements between BellSouth ALECs. Those agreements are on file with the Commission and therefore equally available to Supra. BellSouth objects to Interrogatory 5 to the extent it seeks information regarding "each and every BellSouth practice that has changed" in the last five years. That request is overly broad and unduly burdensome to the extent it seeks information about practices that are unrelated to any of the issues in this proceeding. Subject to the latter objection, BellSouth will identify changes to its practices since 1996 that are relevant to the issues in this proceeding.

BellSouth's **SECOND ANSWER:** Is attached as Supra Exhibit # 3

SUPRA'S POSITION: Order PSC-01-1846-PCO-TP provided:

"However, if BellSouth possesses a current summary of the changes in the law since the original BellSouth AT&T agreement, it shall provide same to Supra. . . . BellSouth shall provide Supra with a reasonable history and explanation of how it has

arrived at its present standard interconnection agreement ... and in what ways the standard interconnection agreement has changed from the interconnection agreement it signed with Supra in 1999."

BellSouth has utterly failed to address the third item. Except for an item such as "BellSouth now offers Remote Site Collocation", Supra is left to guess exactly what BellSouth would have us understand about it arrived at its present standard interconnection agreement (second item). Several of the issues listed by BellSouth as changes are indeed in contention between the parties. Specifically:

RESALE: None of the items listed (1-6 under Resale) specify how they change the contract language of 1999. While each item is of concern to Supras discovery, of particular concern are items 4, 5 and 6 which indicate major position changes for BellSouth and are not illuminated in any detail whatsoever. BellSouth's lack of clarity on this issue puts Supra at a serious disadvantage, as Supra cannot even be certain what BellSouth is attempting to hide.

COLLOCATION: BellSouth lists item #2 as being the FCC's Fourth Report and Order CC Docket No. 98-147 without illuminating what specific policy changes BellSouth's interpretation of this order change the existing agreement and in what ways. Supra believes that whatever BellSouth's policy changes are in this regard will be disputed by Supra as being improperly interpreted, anti-competitive and ultimately, incorrect. BellSouth has failed to provide the ordered information in this regard. Compensation of traffic destined for Internet Service Providers: BellSouth has taken the position that the FPSC has no jurisdiction over this matter, that their "interpretation" of the order does not require this issue to be addressed. Yet it is listed here as a change to the Agreement since 1999 without detailing what specific changes are involved.

Item 2, likewise, fails to supply any change information. This issue was the fundamental reason Supra has, for well over a year, sought specific information in the form of the Network Reliability Council Template. BellSouth's answer in this regard clearly indicates that BellSouth intends to dictate all conditions, without supplying any specific information that would allow Supra to depose witnesses properly.

BILLING, DISASTER RECOVERY PLAN, NUMBER PORTABILITY: No relevant change information was supplied at all.

INTERROGATORY No 16. What Electronic provisioning interface(s) has been made available to ALECs for provisioning of the functions/services/products set forth in the previous two interrogatories?

BELLSOUTH'S FIRST ANSWER: BellSouth's provisioning OSS is available to ALECs. Provisioning is defined as the process that starts after a complete and accurate (error free) order is accepted by the Service Order Communication System (SOCS) and until the service is installed and working properly. SOCS is the common point of entry into the BellSouth OSS for provisioning of service requests for both the BellSouth retail units and the ALECs.

BellSouth's SECOND ANSWER: BellSouth's provisioning OSS is available to ALECs. Provisioning is defined as the process that starts after a complete and accurate (error free) order is accepted by the Service Order Communication System (SOCS) and until the service is installed and working properly. SOCS is the common point of entry into the BellSouth OSS for provisioning of service requests for both the BellSouth retail units and the ALECs.

Supras access to SOCS is through CLEC Service Order Tracking System (CSOTS).

SUPRA'S POSITION: BellSouth's answer is still patently disingenuous in this regard. It is a well known fact that SOCS has not been provided to a single ALEC. BellSouth's own answers to Interrogatory 22 point this out, not once, but at least three separate times. Furthermore, Mr.

Pate is well aware that there are three BellSouth OSS Systems between the ALEC and SOCS, currently EDI or TAG (LENS IS Now built upon TAG), LEO and LESOG. Mr. Pate's answer to the question of " What Electronic provisioning interface(s) has been made available to ALECs for provisioning..." begins four systems PAST where ALEC access has been provided. An ALEC has little or no control of what happens through the LEO / LESOG process, and Mr. Pate is well aware of the issue based on the commercial arbitration between the parties in April of 2001. To now come forward, and state that the access Congress and the FCC ordered be provided to BellSouth's provisioning systems is through CSOTS is ridiculous. CSOTS is a timid representation of BellSouth's own SOTS system and lacks much of the functionality, information, timeliness of its apparent namesake. Furthermore CSOTS is **not** capable of the provisioning task itself. That is a function of SOCS, a system to which Mr. Pate testified at his deposition no CLEC has access to. CSOTS merely provides information tracking the provisioning process, and the CLEC version is oftentimes as much as 10 days out of synch with the real world having to be updated from other BellSouth systems not in "real-time". BellSouth must be compelled to provide a complete and truthful answer to this interrogatory.

INTERROGATORY No 22. What is the Work Management Center (“WMC”); Engineering for Facilities; Installation and Maintenance; Installation Control; Construction; Network Infrastructure Support Center (“NISC”); Interconnector Network Access Coordinator (“INAC”); Outside Plant Engineering (“OSPE”); Circuit Capacity Management (“CCM”); Common Systems Capacity Management (“CSCM”); Central Office Operations; Craft Access Terminal; Remote Terminal; Service Advocacy Center (“SAC”); Address and Facility Inventory (“AFIG”); Circuit Provisioning Group (“CPG”); Network Plug-In Administration (“PICS”); Unbundled Network Element Center (“UNEC”); RCMAG; Hold File; and Property Management (“PS&M”)?

- a. Please state with specificity the functions and departments that are included in each of the units identified above and the functions of these departments.
- b. Please state with specificity the electronic interfaces used by these departments to perform their functions.
- c. Does BellSouth, its retail operations, its affiliates, its subsidiaries and its partners have access to these units? If yes, state how. If not, state why not.
- d. Does Supra have access to these units? If yes, state how. If no, state why not.

In responding to this interrogatory, identify each document or other evidence upon which BellSouth is relying upon in its answer.

BELLSOUTH’S ANSWER: BellSouth's answer to this is not reproduced here.

BELLSOUTH’S SECOND ANSWER: BellSouth is perplexed as to Supra's allegation that functions such as forecasting, and circuit/switch capacity management were not included. Two of the centers Supra asked about are clearly capacity management organizations; CCM is the

Circuit Capacity Management Center and the CSCM is the organization responsible for the central offices. The descriptions of both organizations state clearly that they are responsible for the central offices. The descriptions of both organizations state clearly that they are responsible for capacity management, planning, etc. The tools that they use are parts of the systems/interfaces that were listed.

"Planning", as mentioned by almost every group, includes the forecasting of equipment/circuit requirements. The forecasts that "feed" all downstream Network groups come ultimately from the "sales" units such as the retail COU's and the wholesale ICS unit. BellSouth uses these forecasts of business volumes as inputs to the respective planning processes.

SUPRA'S POSITION: In previous Florida Dockets 980946, 980947, 980948, 981011, 981012 and 981250 testimony was offered that contradicts BellSouth's responses to the electronic interfaces used by the various capacity planning organizations. Tom Fortenberry, Network Forecasting, testified to "analytical tools such as Time Series and Regression Models"¹ "Strategic Market Analysis System (SMAS)"² "Forecast Pro (trademark of Business Forecast Systems)"³, "SmartForecasts for Windows, (Trademark of SmartSoftware, Inc.)"⁴ "Several statistical models to analyze our data"⁵ "We also publish tracking reports that contain analysis and notes about why actual units deviate from the forecast."⁶ Mr. Fortenberry goes on to ask and answer the question "Who uses the forecast? Switch, Circuit and Loop Capacity managers use this forecast for sizing and timing of growth projects."⁷ Lest BellSouth attempt further to deceive Supra and this

¹ 980946 DT Fortenberry, pg. 4 ln 9.

² Id, pg. 5, ln 12.

³ Id, pg. 6 ln 23

⁴ Id, pg. 6 ln 24

⁵ Id, pg. 7, ln1.

⁶ Id, pg. 7, ln 2.

⁷ Id, pg. 7 ln 11-14

Commission, Mr. Fortenberry goes on to ask and answer the question

"How do capacity managers get the forecast? When the forecast is completed it is transmitted to personnel who load the forecast into other systems, such as the network Switching Plan. The data is processed and sent to an application that generates Demand and Facility (D&F) charts. D&F charts show historical data plotted on a graph that can be interpolated or trended to indicate future demand. D&F charts are used by Switch Capacity managers to determine when to provide additional switching capacity and how much capacity to provide based on the forecast.

While less than completely responsive to Supra's interrogatory in this proceeding, Mr. Fortenberry is obviously much more detailed and honest than Mr. Jeff McKinney who in his answer to Interrogatory No. 22 in this docket specifically defended his response to include "BellSouth is perplexed as to Supra's allegation that functions such as forecasting, and circuit / switch capacity management were not included."⁸

Given the magnitude of BellSouth's deception in regard to this interrogatory, one can only surmise what additional interfaces are used, what are the answers to some of the missing information in Mr. Fortenberry's testimony, and what systems have been replaced since Mr. Fortenberry filed his testimony in 1998.

SUPRA'S SECOND REQUEST FOR THE PRODUCTION OF DOCUMENTS

REQUEST No. 1 Please produce all documents that are identified in BellSouth's Response to Supra's 1st Set of Interrogatories.

SUPRA'S POSITION: BellSouth has failed to produce any additional documentation whatsoever on this issue. Missing information is:

1. Item 1,2 and 3 - Corporate representative(s) with the most knowledge regarding each issue of the performance measurements provided to Supra in this Docket.

2. Item 1,2 and 3- Corporate rep with the most knowledge regarding BellSouth's interLATA facilities as represented by BellSouth's response to Interrogatory Item 34 in Arb I, dated November 21, 2000. Sponsored by W. Keith Milner.
3. Item 1,2 and 3- W. Keith Milner.
4. Item 1,2 and 3- Corporate rep with the most knowledge regarding revenues BS receives on Supra access lines from April 2001 to the present in the following categories: Witnesses presented for deposition September 17 and 18, 2001 are not said person.
 - a. wireless access
 - b. line sharing
 - c. long distance - originating
 - d. long distance - terminating
 - e. Common carrier line
 - f. residual interconnection
 - g. terminating interconnection
5. Item 1,2 and 3- Corporate rep with the most knowledge regarding any and all usage related information on Supra's access lines from April 2001 to present. Witness presented for deposition September 17, 2001 is not said person.
6. Preceding Section regarding Interrogatory 5.
7. Preceding Section regarding Interrogatory 16.
8. Preceding Section regarding Interrogatory 22.
- 9.

⁸ BellSouth's Response to Supras first set of interrogatories, supplemental item No. 22, Page 2 of 2.

REQUEST No. 4a For each of the UNEs identified in **Supra Exhibit 3 attached hereto**, please produce documents evidencing the USOCs with rates,

SUPRA'S POSITION: BellSouth has failed to produce a complete list of USOCs as defined by Supra Exhibit 3. Missing information is:

1. E911
2. Line Query
3. Operator call Processing
4. Inward Operator Services
5. Directory Assistance
6. Unbranding of Directory Transport
7. Unbundled Local Switching
8. UNE Port/Loop Combination – Res
9. UNE Port/Loop Combination – Bus
10. UNE Port/Loop Combination – Res PBX
11. UNE Port/Loop Combination – Bus PBX
12. UNE Port/Loop Combination – Coin or Payphone
13. UNE Port/Loop Combination – DID Trunks
14. UNE Port/Loop Combination – 4 wire DDITS Trunks

More importantly, BellSouth failed to produce any USOC for UNE combinations. Supra would like to incorporate all such USOCs into a Follow On Agreement, as the issue of whether BellSouth had previously provided working USOCs to Supra had been a matter of past litigation between the parties.

REQUEST No. 7 Please produce all BellSouth training manuals used to train its CSRs or other personnel who work for BellSouth's retail division and all other operations on the systems identified in Supra's 2nd Set of Interrogatories Item Nos. 13 and 20.

SUPRA'S POSITION: BellSouth has failed to produce a complete set of training manuals as defined by this request. At depositions on September 17, 2001 in Atlanta, BellSouth's attorney informed Supra's attorneys that BellSouth was not going to produce the aforementioned training manuals because BellSouth had already produced these documents to Supra during the parties' commercial arbitrations earlier this year. Supra is in no position to verify that the manuals provided as responsive to the production request in the commercial arbitrations are indeed responsive to the request in this case. Supra tentatively agreed, subject to BellSouth producing a list of the documents that BellSouth claimed was responsive to this request. Supra could then verify whether it indeed had ever received such documentation. As of 12:00 Noon, September 24, 2001 Supra has received no training manuals, no list documenting what manuals were to have been supplied, and therefore has no production responsive to this request. The burden to identify relevant material is on BellSouth, not Supra.

REQUEST No. 11 All documents and reports, produced by any source, which evidence, include, reflect or relate to performance measurements that BellSouth provides or is required to provide by law or its own internal procedures for the five OSS functions set forth by the Telecommunications Act and the FCC.

SUPRA'S POSITION: On September 17, 2001, BellSouth produced a CD-ROM containing well over 500 pages of documentation. Due to the sheer volume of information, Supra has, as yet, been unable to even determine whether all of the requested information was supplied. It is obvious from the confusing and often conflicting information that Supra must explore this documentation with BellSouth corporate representatives having the most direct knowledge of the information presented.

It is obvious that Mr. Pate, nor any other witness who filed testimony on behalf of BellSouth in this matter, possesses sufficient knowledge of the subject to provide Supra with a reasonable opportunity for deposition. BellSouth has not identified such witness in response to Supra's first set of interrogatories, Items 1, 2 and 3 and as such Supra is materially impaired, unless this Commission grants Supra's motion for a stay to enable Supra to identify and depose witnesses with knowledge of the aforementioned subject matter.

REQUEST No. 12 All documents which evidence or reflect BellSouth's policies and procedures regarding Supra's PONs which sit in clarification and/or pending status for 10 days or more.

SUPRA'S POSITION: BellSouth's policies and procedures regarding clarifications is contained in the Local Order Number "(LON)". See highlighted portion of BellSouth's response attached as Supra Exhibit # 2 BellSouth failed to produce the LON User Guide.

REQUEST No. 13 All documents which evidence or reflect any existing DS1 interoffice transport facilities between BellSouth offices across any interLATA boundaries.

SUPRA'S POSITION: BellSouth has failed to produce any documentation whatsoever on this issue. BellSouth had in operation, prior to divestiture, facilities that cross what is now known as LATA boundaries. BellSouth's GSST tariff clearly indicates end offices which serve customers across LATA boundaries. Yet BellSouth in its response to Supra's POD claims it has no "documents responsive to this request." Supra's *Second Request For Production Of Documents* defines document as:

the broad and liberal sense and means any written, typed, printed, recorded or graphic matter, however produced or reproduced, of any kind and description, whether sent, received, or neither, and all copies which differ in any way from the original (whether by interlineation, stamped received, notation, indication of copy sent or received or otherwise) regardless of whether designated confidential, privileged or otherwise and whether an original, master, duplicate or copy, including, but not limited to, papers, notes, accounts statements or summaries, ledgers, pamphlets, periodicals, books, advertisements, objects, letters, memoranda, notes or notations of conversations, contracts, agreements, drawings, telegrams, audio or video tape recordings, communications, including inter-office and intra-office memoranda, delivery tickets, bills of lading, invoices, quotations, claims documents, reports, records, studies, work sheets, working papers, corporate records, minutes of meetings, circulars, bulletins, notebooks, bank deposit slips, bank checks, canceled checks, check stubs, diaries, diary entries, appointment books, desk calendars, data processing cards and/or tapes, computer software, electronic mail messages, photographs, transcriptions or sound recordings of any type of personal or telephone conversations, interviews, negotiations, meetings or conferences, or any other things similar to any of the foregoing.

BellSouth does not deny the existence of the interLATA facilities⁹. Such facilities have been confirmed by W. Keith Milner in other proceedings between the parties. Yet they would have Supra believe that there are no documents conforming to the above definition that document such facilities. Information responsive to this request will be contained, as a minimum, in the TIRKS, LFACS, and COSMOS databases, along with notes, letters, memoranda, notes or

⁹ Supra Exhibit # 1, attached BellSouth response to Interrogatory Item 34 in Arb I, dated November 21, 2000. Sponsored by W. Keith Milner.

notations of conversations, contracts, agreements, drawings, communications, including inter-office and intra-office memoranda, reports, records, studies, work sheets, working papers, corporate records, minutes of meetings, notebooks, canceled checks, check stubs, data processing cards and/or tapes, computer software, electronic mail messages, photographs, negotiations, and meetings.

BellSouth has interLATA facilities, BellSouth has attempted, by its false answer and late response, to deny Supra discovery in this matter damaging to BellSouth. Because BellSouth has honestly answered this question in previous proceedings, Supra was unprepared for a false answer in this docket. Supra must be allowed to conduct complete discovery on this matter.

REQUEST No. 14 Provide a process flow from start to finish for the following operations: (a) when a telephone subscriber calls an ALEC for new service and the ALEC CSR will have to use either LENS or paper LSR; (b) when a telephone subscriber calls BellSouth retail office for a new residential line; (c) when a telephone subscriber calls BellSouth retail office for a new business line (d) when a telephone subscriber calls BellSouth retail office for a new PRI/T1. The process flow should describe all the *databases* that the order will flow through before being finally provisioned.

SUPRA'S POSITION:

In the MCIIm / BellSouth arbitration, witness Pate was deposed at length about the way RNS and ROS have specific work flows defined for each product. Pate goes on to testify that when such a workflow does not exist, ROS enables a "free-form" entry mechanism for BellSouth retail reps to use for ordering services. Attached to his deposition are exhibits showing services

which are fully electronic, and thus have work flows, and those which are partially electronic, which, according to Pate, do not. The fully electronic list documents XX services for which BellSouth now denies that a work flow exists. Once again BellSouth's response to sub-items b, c and d is disingenuous, and is easily proven false based upon public documents. BellSouth's answer is calculated to incur irreparable harm upon Supra Telecom and to deny Supra its legal right to depose witnesses on the matter.

REQUEST No. 18 All documents which evidence BellSouth's spectrum management procedures and policies as well policies and procedures that BellSouth uses to determine which services can be deployed.

SUPRA'S POSITION: BellSouth has failed to produce any documentation whatsoever on this issue.

WHEREFORE, Supra respectfully requests that the Commission enter an Order Compelling BellSouth to produce the documents and answer the Interrogatories as Ordered in the Commission Discovery Orders;

Stay the arbitration proceeding until BellSouth complies with the Discovery Order;

Allow Supra to depose BellSouth employees once BellSouth complies with the Discovery Orders; and

Any other relief deemed equitable and just.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal

Express this 24th day of September, 2001 to the following:

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By: Brian Chaiken / A. H. S.
BRIAN CHAIKEN

Supra Exhibit # 1 BellSouth's Responses to Supras first set of interrogatories pursuant to Order No. PSC-01-1846-PCO-TP dated September 18, 2001. Supplemental Item No. 5.

Supra Exhibit # 2 BellSouth production of documents to Supra pursuant to order PSC-01-1820-PCO-TP dated September 10, 2001 in response to Supra's Second request for Production of Documents dated September 17, 2001.

Supra Exhibit # 3 BellSouth response to Interrogatory Item 34 in Arb I, dated November 21, 2000. Sponsored by W. Keith Milner.

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EXH. 1

REQUEST: State with particularity the basis for BellSouth's contention on page 5 of BellSouth's Response to Supra's Complaint and Motion to Dismiss filed by BellSouth on July 9, 2001 that:

Since the old agreement was negotiated with AT&T five years ago, BellSouth's practices have changed, the controlling law has changed, and the interconnection offerings, terms and conditions that are available have changed. Accordingly, what BellSouth offers in the current standard interconnection agreement as a starting point for negotiation is different than what BellSouth offered as a starting point when the old AT&T agreement was drafted.

In response to this interrogatory, identify each and every BellSouth practice that has changed, the controlling law that has changed, and the interconnection offerings, terms and conditions that BellSouth provides that have changed or other evidence upon which BellSouth intends to rely to prove this contention.

RESPONSE: In general, the law has changed substantially since the passage of the 1996 Act. FCC and state Commission orders have clarified and changed the rights and obligations of the parties. Based upon these changes and upon the experience BellSouth has gained in implementing the 1996 Act over the last five years, BellSouth's internal process have been modified substantially as well. Supra intends to require BellSouth to maintain the outdated processes simply to support Supra's agreement, when such processes have been updated for all other CLECS. While it is impossible to list all the changes that BellSouth has made to its agreements since the AT&T Agreement was negotiated, below are some of the more prominent changes.

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GENERAL TERMS AND CONDITIONS:

1. **Alternative Dispute Resolution:** BellSouth is not required by any regulatory body to arbitrate disputes in Commercial Arbitration. BellSouth has changed its policy on this issue to avoid the expense and delays of arbitration and to ensure that questions of implementation and enforcement are answered by Public Service Commissions with expertise in the applicable law and technical subject matter.
2. **Performance Measurements:** BellSouth will comply with the ruling of the Florida Public Service Commission when it issues its Order on Performance Measurements. Currently, no regulatory ruling requires BellSouth to pay penalties for performance measurements, but BellSouth has continually sought to improve its performance and the measures utilized to indicate performance. Measures that were included in the prior Supra interconnection agreement are not as extensive as what BellSouth currently offers. BellSouth cannot support different measures for each CLEC and has sought to improve and standardize measures that are currently posted on its web site. The FPSC has approved many Agreements between BellSouth and other CLECs that state the following:

"Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission."
3. BellSouth's policy is to allow the parties to amend interconnection agreements when a new law or order becomes effective. The prior interconnection agreements (and the one under which Supra operates) require orders to become final and nonappealable before an amendment to incorporate the new order is permitted.

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RESALE:

1. BellSouth opened the BellSouth Resale Service Center (BRSC) designed to serve our Resale Customers on April 13, 1998. The center provides a repair Single Point of Contact for most BellSouth resale services.
2. On December 5, 2000, BellSouth filed new USOCs for Resale.
3. On December 30, 2000 all requests for Complex Resale and Switched Combination 319 Remand Products sent to the Complex Resale Support Group (CRSG) for processing were required to be sent via e-mail to cis.crsg@bridge.bellsouth.com. This included product specific ordering documents as well as Local Service Requests (LSRs). BellSouth implemented this requirement to improve productivity by decreasing the number of clarifications
4. In CC Docket No. 99-200 issued by the FCC on July 31, 2000, the FCC reaffirmed its Numbering Resource Optimization Order that modifies the manner in which ILECs make available telephone numbers to CLECs.
5. Ordering requirements for CENTREX® have changed. Thus, the provisions in Surpa's agreement are no longer applicable.
6. The FCC on several occasions has reaffirmed its position that enhanced services are not telecommunications services, and thus are not available for resale. Included in this category is services such as voice mail.

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UNBUNDLED NETWORK ELEMENTS:

1. FCC Order 99-238 (UNE Remand Order) clarified the obligations of ILECs to offer certain Unbundled Network Elements. These changes are described below:
 - Loops: ILECs required to offer unbundled access to loops, including high-capacity lines, xDSL-capable loops, dark fiber, and inside wire owned by the ILEC.
 - Subloops: ILECs required to offer unbundled access to subloops, or portions of the loop, at any accessible point. Also described in greater detail the portions of a loop that are considered a subloop.
 - Network Interface Device (NID): ILECs required unbundled access to NIDs throughout their service territory.
 - Circuit Switching (excluding packet switching): ILECs not required to offer unbundled access to local circuit switching used to serve customers with four or more lines in access density zone 1 (the densest areas) in the top 50 Metropolitan Statistical Areas (MSAs, provided that the ILEC provides non-discriminatory, cost-based access to the enhanced extended link). For Florida, this means the MSAs of Miami, Orlando, and Ft. Lauderdale. BellSouth also chose to offer circuit switching in these exempted top 50 MSAs, but at market-based rates.
 - Enhanced Extended Link (EEL): FCC defined an EEL and the requirements for converting a Special Access circuit to an EEL.
 - Interoffice Transmission Facilities: ILECs required to unbundled dedicated interoffice transmission facilities, or transport, including dark fiber. ILECs also required to unbundled shared transport where unbundled local circuit switching is provided.
 - Signaling and Call-Related Databases: ILECs required to unbundled signaling links and signaling transfer points (STPs) in conjunction with unbundled switching, and on a stand-alone basis. ILECs must also offer unbundled access to call-related databases (such as LIDB, 800, CNAM, LNP), but ILECs do not have to unbundled certain AIN software.

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- Operations Support Systems (OSS): ILECs must unbundle OSS throughout their service territory.
 - Operator Service and Directory Assistance: ILECs are not required to unbundle their OS/DA services pursuant to Section 251(c)(3) of the Act, except in the limited circumstance where an ILEC does not provide customized routing to a requesting carrier to allow it to route traffic to alternative OS/DA providers. In Florida, the PSC has determined that BellSouth provides for customized routing and thus OS and DA does not have to be priced at cost-based rates.
 - Packet Switching: ILECs are not required to unbundle packet switching, except in the limited circumstance in which a requesting carrier is unable to install its Digital Subscriber Line Access Multiplexer (DSLAM) at the ILEC remote terminal, and the ILEC provides packet switching for its own use.
 - Combinations: ILECs are required to provide access to combinations of loop, multiplexing/concentrating equipment and dedicated transport if they are currently combined.
 - Loop Makeup: ILECs required to provide access to the underlying loop qualification information contained in its engineering and plant records, and other back office systems.
2. The FCC's Supplemental Order Clarification addressed the ability of requesting carriers to use combinations of unbundled network elements (UNEs) to provide local exchange service and exchange access service. This Order extended the restrictions on the conversion of Special Access arrangements to UNE Combinations and clarified what constitutes a "significant amount of local traffic" as a prerequisite for conversion.
 3. The Florida Public Service Commission has ordered permanent rates for UNEs.
 4. BellSouth introduced a new branding option called Originating Line Number Screening (OLNS) in 2001.
 5. BellSouth introduced new electronic interfaces ROBOTAG, TAG, and LENS since 1997.
 6. BellSouth has developed a website that contains guides to Ordering, Pre-Ordering, Activation, Billing, Collocation, and much more.

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7. FCC Order 99-355 instituted line sharing obligations for incumbent LECs, and established spectrum management policies and rules.
8. BellSouth is not required to unbundle Operator Service and Directory Assistance.
9. The Florida PSC has determined that BellSouth only needs to provide combinations that are in fact combined at the time an ALEC requests such combinations.

COLLOCATION:

1. The Florida Public Service Commission Order No. PSC-00-0941-FOF-TP established collocation guidelines and intervals.
2. The FCC's Fourth Order and Report CC Docket No. 98-147 clarified criteria for equipment to be necessary and required ILECs to provision cross-connects to CLECs.
3. Effective March 1, 2001, Collocation Application and Firm Order documents can be submitted via the Internet through the BellSouth Collocation e-Application at the following Web site:
<https://collocation.bellsouth.com>
4. BellSouth has completed new cost studies and the rates for collocation have been established.
5. BellSouth now offers Remote Site Collocation.

LOCAL INTERCONNECTION:

1. FCC Order 01-131 (ISP Order) established how LECs would be compensated for ISP-bound traffic. The FCC issued its decision on how calls to ISPs shall be handled both from a compensation standpoint, and whether such traffic will in fact result in compensation being paid from one LEC to another.
2. As a result of experience in interconnecting ILEC and CLEC networks over the last five years, as well as Commission and FCC orders clarifying the rights and obligations of the parties, interconnection trunk group architecture, fiber meet, network design and management, forecasting, trunk utilization, and interconnection compensation have all changed since the execution of the Supra Agreement.

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BILLING:

1. The Supra Agreement does not address billing disputes adequately. BellSouth has now implemented a formal billing disputes process.
2. Industry standards for billing records have been developed and changed since Supra's agreement was negotiated.

DISASTER RECOVERY PLAN:

BellSouth has developed general procedures to be implemented in the event of a disaster that affects BellSouth's long-term ability to deliver traffic to CLECs. This was not addressed in Supra's agreement.

NUMBER PORTABILITY

In 1996 and 1997, the industry had not developed "Permanent Number Portability". Since that time, Permanent Number Portability has been established. Furthermore, the FCC and the Florida PSC have issued several orders in regards to the ability to recover costs associated with Number Portability.

RESPONSE PROVIDED BY:

Jerry Hendrix
Executive Director - Interconnection
Services



EXH. 2

4.0 Clarification of Local Service Request

4.1 When an LSR may be placed in clarification

An LSR may be placed in **clarification** prior to, or during, the processing of the request. The LCSC will return any LSR to the CLEC when information on the LSR:

- reflects a duplicate Purchase Order Number (PON)
- is incomplete
- is incorrect, or
- conflicts with existing service or with other information provided on the LSR.

For procedural information on placing an order in **clarification** refer to (See LON User Guide) documentation.

This table describes the timeframe for the **clarification** process (days equals business days):

ON...	IF...	THEN...
Day 1	LSR does not meet criteria	The responsible employee will place LSR in Clarification .
Day 6	correction has not been received	Order Tracker will refax the Clarification to the CLEC.
Day 12	CLEC has not responded:	<ul style="list-style-type: none"> • The LSR will be electronically cancelled AND • Responsible employee will place LSR package in out bin for filing.

If LSR is clarified within prescribed timeframes with specified information, the LSR is processed according to procedures specified in this document.



EXH.3

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INTERROGATORY: Is BellSouth capable of provisioning DS1 interoffice transport facilities between BellSouth offices across interLATA boundaries? If not, state every reason why not.

ANSWER: Yes BellSouth has the technical capacity, but is prohibited from doing so by the terms of the MFJ.

ANSWER PROVIDED BY: W. Keith Milner
Senior Director
675 West Peachtree Street
Atlanta, GA 30375