Legal Department

Nancy B. White
General Counsel-Florida

BellSouth Telecommunications, Inc
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(305) 347-5558

June 15, 2002

Mrs. Blanca S. Bayó
Director, Division of the Commission Clerk
And Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

RE: Docket No. 001305-TP (Supra)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Emergency Motion for Expedited Commission Action, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White

Nancy B. White (KA)

Enclosures

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey

CERTIFICATE OF SERVICE
Docket No. 001305-TP

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

(*) Hand Delivery and Federal Express this 15th day of July, 2002 to the following:

Beth Keating, Staff Counsel (*)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6212
Fax. No. (850) 413-6250
bkeating@psc state.fl.us

Wayne Knight, Staff Counsel (*)
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6232
Fax. No. (850) 413-6250
wknight@psc.state.fl.us

Ann Shelfer, Esq. (+)
Supra Telecommunications and
Information Systems, Inc.
1311 Executive Center Drive
Koger Center - Ellis Building
Suite 200
Tallahassee, FL 32301-5027
Tel. No. (850) 402-0510
Fax. No. (850) 402-0522
ashelfer@stis.com

Brian Chaiken
Paul Turner (+)
Kirk Dahlke
Supra Telecommunications and
Information Systems, Inc.
2620 S. W. 27th Avenue
Miami, FL 33133
Tel. No. (305) 476-4248
Fax. No. (305) 443-1078
bchaiken@stis.com
pturner@stis.com
kdahlke@stis.com

Nancy B. White (LA)
Nancy B. White

(+) Signed Protective Agreement

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Supra Telecommunications & Information System, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996.	)	Docket No. 001305-TP
	)	Filed: July 15, 202

BELLSOUTH TELECOMMUNICATIONS, INC.'S EMERGENCY MOTION FOR EXPEDITED COMMISSION ACTION

BellSouth Telecommunications, Inc. ("BellSouth"), pursuant to Rule 28-106.204, Florida Administrative Code, hereby files its Emergency Motion for Expedited Commission Action and in support thereof, states the following:

INTRODUCTION AND BACKGROUND

In the two years that this docket has existed, one truth has emerged: Supra Telecommunications and Information Systems, Inc.'s ("Supra") goal is to frustrate and delay the arbitration process to avoid executing and operating under a new Interconnection Agreement with BellSouth. Since the original Staff Recommendation in this docket on the substantive issues, Supra has submitted over 18 filings with the Florida Public Service Commission ("Commission"). All of these pleadings have sought delay. To date, Supra has effectively achieved its goal. The parties are still operating under an Interconnection Agreement that has been expired for more than

two years. Of BellSouth's approximate 130 wholesale customers in Florida, Supra is the only ALEC that is still operating under such an antiquated agreement.

In September 2000, BellSouth filed its proposed interconnection agreement ("Template") with its petition for arbitration in Docket Number 001305-TP, along with a list of unresolved issues that Supra had raised as of that date. Supra did not file a proposed agreement when it filed its response to BellSouth's petition for arbitration, but it added over 50 issues to be arbitrated.

On March 5, 2002, the Commission decided the issues in this arbitration. Based upon the Staff's Recommendation and the Commission's vote, BellSouth prepared and forwarded to Supra on March 12, 2002, a redlined and clean version of the proposed agreement, incorporating the decisions of the Commission into the Template. BellSouth also provided a list of all the changes that had been made to the Template. A copy of this correspondence (without attachments) is attached hereto as Exhibit A. Supra responded on March 15, 2002, stating that it was premature to begin discussing the agreement because the written order had not been issued and the deadlines for filing motions for reconsideration or appeal had not run. See Exhibit B.

On March 27, 2002, the day after the release of the written order (Order No.PSC-02-0413-FOF-TP), BellSouth again forwarded a redlined and

clean version of the agreement to Supra, requesting that the parties discuss the proposed agreement so as to meet the Commission's order that a joint agreement be filed within 30 days. Supra again refused to discuss the agreement, stating that it would not discuss the agreement until after it filed and received an order on a motion for reconsideration and stay. See Exhibit C.

On June 12, 2002, after the Commission's June 11 vote on Supra's motion for reconsideration, Supra sent a letter to BellSouth requesting to meet to negotiate applicable language. A copy of this correspondence is attached as Exhibit D. On June 13, 2002, BellSouth again forwarded to Supra a redlined and clean version of the agreement, which had been modified to incorporate the changes in the Commission's decisions upon reconsideration. A copy of this correspondence (without attachments) is attached hereto as Exhibit E. The parties scheduled a meeting at 10:00 a.m. on June 17 to discuss the agreement. On June 17, Mr. David Nilson of Supra and Mark Buechele, Supra's outside counsel called BellSouth as scheduled. However, Supra was not prepared to discuss the language or any substantive issues. Supra requested that BellSouth provide a list of each issue and the section in the agreement where each such issue is addressed. Despite the fact that BellSouth had already prepared and provided to Supra a list of all changes to each attachment of the agreement, BellSouth was willing to prepare the requested document, which was forwarded to Supra

on June 18. A copy of this correspondence (without attachments) is attached hereto as Exhibit F. In the correspondence transmitting the requested document, BellSouth reiterated that due to the short time frame within which an agreement must be filed, BellSouth's representatives were willing to meet each day of the following week if necessary to finalize the document. The parties were scheduled to meet June 24 to discuss the agreement.

On June 24 Mr. Nilson of Supra called BellSouth at the scheduled time, but was unable to discuss the agreement due to an emergency of outside counsel. Although Mr. Nilson committed to call back later that day to reschedule, there was no further communication that day. The following morning, June 25, Mr. Follensbee of BellSouth sent an e-mail to Mr. Nilson, expressing concern over the parties' lack of progress and offering to reschedule the meeting for June 27 or 28. See Exhibit G. Mr. Nilson responded that Mr. Buechele would be available Friday morning, June 28, to discuss a limited number of issues, and that both of them would be available on Monday, July 1. See Exhibit H. On June 28, Mr. Buechele discussed only two issues. See Exhibit I.

On Monday, July 1, Mr. Buechele called as the parties had scheduled. However, Mr. Nilson was not available for the call. Again, Mr. Buechele was not prepared to discuss any issues or any language in the agreement. He asked BellSouth to provide documentation of issues the parties had

voluntarily resolved or closed, and BellSouth agreed to provide an October 2001 e-mail outlining language that the parties had negotiated to close some of the arbitration issues. Mr. Buechele indicated that he would review that document and call back later that afternoon. When Mr. Buechele called back, he asked for documentation regarding issues that had been closed prior to the hearing in this arbitration. Again, Mr. Buechele would not or could not discuss any portion of the agreement. The call was terminated, and Mr. Buechele agreed to reschedule a meeting for the afternoon of Wednesday, July 3. BellSouth then forwarded to Mr. Buechele documentation regarding issues that were withdrawn at issue identification and at the June 6, 2001 intercompany review board meeting. See Exhibit J.

On July 3, 2002, Mr. Buechele discussed Issues A, B, 1, 2, 7, 9 and 13 (the parties had previously discussed Issue 1 on June 28). Five of these seven issues had been either withdrawn by Supra or resolved by the parties' agreement to specific language prior to the arbitration. Mr. Buechele requested minor changes to language BellSouth had inserted for the resolved issues, and thereafter agreed on all issues discussed except for Issue 1. See Exhibit K.

The parties met again on July 5, 8, 10, 11, and 12, 2002. Mr. Buechele continued to discuss almost exclusively issues that had been

previously withdrawn or settled until July 11.[1] See Exhibit L. As of today's date, Mr. Buechele has discussed all of the issues that were resolved or withdrawn, in whole or in part, based upon language to which parties had agreed prior to the arbitration. He has discussed only 12 out of the 31 issues that were the subject of the Commission's Order.

At this point Supra has had the Template since at least September 2000; it has had a document that incorporated the first Commission Order and the settlement language to which the parties had agreed to resolve more than twenty (20) issues since March 12, 2002; and it has had a final document including the changes to the four issues that were modified on reconsideration since June 13, 2002. BellSouth and Supra have had ten scheduled meetings to discuss the agreement, and for three of those scheduled meetings, Supra was unable or unwilling to discuss ANY issues. Supra has handed over the finalization of the agreement to Mr. Buechele, who was not involved in any of the negotiations subsequent to August of 2000. Despite correspondence from Mr. Nilson and Mr. Buechele that without Mr. Nilson, Mr. Buechele would only be able to discuss a limited number of issues, Mr. Nilson has not participated in any negotiation, leaving Mr. Buechele to discuss issues that Supra previously admitted required client participation. Apparently, Mr. Buechele's client has not provided him with

[1] Mr. Buechele discussed Issue 1 on June 28; Issue B on July 3; and Issue 4 on July 10. Mr. Buechele discussed three issues from the Order on July 11, and he discussed five Ordered issues on July 12.

any documentation regarding settled issues, and it appears that Mr. Buechele made little effort to read or review the full agreement that BellSouth previously provided.

Further, as late as July 1, Mr. Buechele requested documentation from BellSouth regarding settled issues - information that, if needed, could have been requested during the June 17 conference call. During the first four meetings, Supra wasted BellSouth's time and resources by scheduling meetings and being totally unprepared to discuss anything of substance. Supra has set aside only short periods of time, never exceeding one and one-half hours, and has spent most of its time discussing issues that were settled prior to the hearing. The settled issues would not have changed by virtue of any motion for reconsideration. A review of these issues was not dependant on the Commission's Orders and could have been accomplished as early as March 12, 2002. BellSouth has allowed Supra to schedule meetings any day and time it selects, and has always been ready, willing and able to meet for as long as Supra is able to review the agreement. Despite ten scheduled meetings, Supra has managed to discuss only twelve (12) of the 31 issues that the Commission decided. Further, Supra has not proposed any language for any section of the agreement, relying on BellSouth to incorporate Supra's verbal requests into contract language.

Interestingly, Supra has only raised four (4) issues with BellSouth on which the parties are at an impasse.[2] There remain twenty-four (24) issues that Supra has not mentioned to BellSouth as of the morning of July 15, 2002, the date upon which the Commission has ordered the parties to file the interconnection agreement. The exhibits attached hereto reflect the changes requested by Supra, the agreement of the parties to modify certain language, and the areas of disagreement and reasons therefore.

BellSouth has negotiated with numerous ALECs and has never been faced with the blatant disregard for the Commission's Orders and the lack of cooperation that have permeated this proceeding. Supra has alleged that reviewing an agreement of this size is a tedious and daunting task and such an undertaking cannot be completed in the time allotted. BellSouth agrees that negotiating interconnection agreements takes time. BellSouth has invested the time necessary, while Supra has failed to do so. In anticipation of this circumstance, BellSouth filed a request for mediation with the Commission staff on July 3, 2002.

Because it is clear that Supra is engaging in yet another delay tactic under the guise of cooperation, Supra has made it impossible to finalize a joint agreement by the July 15, 2002 deadline. Consistent with Supra's past practices, Supra waited until days before the filing deadline to raise

[2] Issue 1, Issue 10, Issue 11 A/B and Issue 49 are the only issues raised by Supra for which the Commission rendered a decision and the parties have not agreed to language. Although Issue 19 remains

issues concerning the ordered language and has requested that BellSouth agree to an extension of the filing deadline, claiming that the parties are unable to complete their review and to agree to language. BellSouth is unwilling to extend the Commission's ordered deadline, especially where Supra has made little effort to review an agreement that BellSouth has worked very hard to prepare.

BellSouth believes that Supra's actions are intended to unilaterally ignore the Commission's Orders and, in so doing, to bypass the regulatory and business processes under which all other competitors are held. In so doing, Supra is endeavoring to precipitate an environment under which reasoned judgment and professional conduct are replaced by anarchy. At a time when stability in the industry is the goal rather than the norm, Supra's actions threaten irreparable harm to Florida customers, competitors and BellSouth.

Simply put, once the new Agreement is filed and approved, Supra will be required to pay BellSouth all overdue amounts, which now total a significant amount of money, or face disconnection of service. Faced with the eventual inability to continue to pocket money it receives from its end users instead of paying BellSouth, Supra has and will do or say anything, including filing multiple, baseless motions and refusing to negotiate in a

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open, Supra has merely said it needs additional time to review the language and has not raised any objection to BellSouth's proposal.

timely, substantive manner, to put off the day it must pay BellSouth for services rendered.

Every month, Supra receives wholesale services from BellSouth to provide service to over 300,000 customers. At the same time, Supra (1) receives payment for those services from its customers, and, instead of paying BellSouth, pockets the money, or (2) if payment is not received, disconnects its end users. By not paying BellSouth but expecting payment from its own end users, Supra is obtaining an unearned financial windfall at the expense of Florida consumers.

Further, Supra's failure to honor its payment obligations has an effect on competition in this state. By refusing to timely pay undisputed bills or disputing bills in bad faith, Supra obtains a preference over the other ALECs who timely pay their bills. As a result, Supra can devote additional resources to advertising and other means to increase its customer base. See In re: Complaint of WorldCom Technologies, Inc. Against BellSouth, Docket No. 980499-TP, Order No. PSC-00-0758-FOF-TP (denying BellSouth's request for a stay of the Commission's order on the payment of reciprocal compensation for ISP-bound traffic because it found that the stay would harm the public interest as it would delay the development of competition.)

Based upon the dilatory and bad faith actions of Supra, it is imperative that the current, expired agreement which is two years out of date and contrary to the Commission's decisions in this docket be terminated

immediately. Plainly, Supra has no intention of executing a new agreement. Therefore, BellSouth requests that the Commission take expedited action to break this impasse and relieve BellSouth of the terms of the expired agreement. Specifically, BellSouth requests that the Commission take steps, at the first available agenda conference, to order Supra to, within seven (7) calendar days of the agenda decision, either (1) sign the proposed agreement filed by BellSouth; (2) opt into an existing interconnection agreement entered into by BellSouth and approved by this Commission (subject to the requirements of 47 C.F.R. § 51.809); or (3) deem the existing interconnection agreement terminated and null and void as of seven (7) calendar days of the agenda decision.

Support for BellSouth's request can be found in Petition of Pacific Bell Telephone Company, Decision No. 01-06-073, issued on June 28, 2001. A copy of this decision is attached as Exhibit M. In this case, Pacific Bell attempted to arbitrate a new agreement with Supra. Supra's response was to file unsupported motions, accuse Pacific Bell of negotiating in bad faith, and refuse to specify the issues to be arbitrated. The dispute was resolved by requiring the parties to either sign Pacific's proposed agreement, opt into an existing agreement with another carrier, or terminate the existing expired agreement. The parties terminated the existing agreement on June 4, 2001.

BellSouth believes that the action BellSouth is seeking is reasonable and rational as another state commission has already ordered the requested

relief as it relates to Supra and its dilatory tactics. Supra must not be allowed to continue to succeed in its quest for delay. BellSouth should not be forced to continue to operate under an agreement that is outdated, and contrary to the decisions made by this Commission.

In the alternative, BellSouth requests that the Commission either order the parties to immediately operate under the new agreement without benefit of both parties' execution of the agreement, order Supra to adopt another ALEC's agreement, or relieve BellSouth of the obligation to provide wholesale services to Supra in Florida. Being required to operate under the new Agreement will not harm Supra because Supra will not be waiving any of its appellate rights. Section 25.1 of the new agreement reflects this reality as it addresses the effect of the execution of the new agreement:

> **25. Reservation of Rights**
>
> 25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).[3]

[3] This section is substantively identical to General Terms and Conditions §42 of the expired agreement

Therefore, Supra will not waive any of its rights to challenge or appeal the Commission's decision in the Order by operating under the new agreement. Further, if Supra's challenges are subsequently upheld, either by the Commission on reconsideration or by an appellate court, the agreement will be promptly amended to reflect those changes in the Commission's decision. Thus, Supra's rights are protected in the event it prevails on any issue on appeal.

BellSouth further requests that the Commission sanction Supra for the bad faith actions described herein and in the various motions filed in this docket by BellSouth and award BellSouth attorneys' fees and all other appropriate relief.

In short, the Commission panel must recognize the untenable position in which Supra has placed both BellSouth and the Commission itself, and the Commission Panel should take whatever action is necessary to expedite the implementation of the follow-on agreement and thereby put an end to the virtual free ride that Supra has enjoyed for more than two and one-half years.

WHEREFORE, BellSouth requests that the Commission Panel grant BellSouth the following relief on an expedited basis:

1. Decide BellSouth's Emergency Motion for Expedited Commission Action at the first available agenda conference;

2. Order Supra to take one of the following actions within

seven (7) days of the agenda conference at which BellSouth's motion is decided:

a. Sign the new agreement filed by BellSouth on July 15, 2002; or

b. Opt into an existing interconnection agreement entered into by BellSouth and approved by the Commission, subject to the requirements of 47 C.F.R § 51.809, and

c. Order that, in the event Supra does not take one of the above listed actions within the time allowed, the existing agreement between BellSouth and Supra is immediately deemed to be terminated and declared null and void;

3. In the alternative to number 2 above,

a. Order the parties to immediately begin operating under the agreement filed by BellSouth on July 15, 2002, as of the date of the agenda conference at which BellSouth's motion is decided; or

b. Order that BellSouth is relived of the obligation to provide wholesale services to Supra as of the date of the agenda conference at which BellSouth's

motion is decided;

4. Sanction Supra for bad faith;

5. Award BellSouth attorney's fees; and

6. All other appropriate relief.

Respectfully submitted this 15th day of July, 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White
NANCY B. WHITE (LA)
JAMES MEZA III
c/o Nancy Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

R. Douglas Lackey
R. DOUGLAS LACKEY (GA)
PARKEY JORDAN
Suite 4300
675 W. Peachtree St., NE
Atlanta, GA 30375
(404) 335-0794

454714 v1

Follensbee, Greg

From: Follensbee, Greg
Sent: Tuesday, March 12, 2002 8:09 PM
To: 'Kay Ramos'
Cc: 'David Nilson'; 'Brain Chaiken'; Jordan, Parkey
Subject: FW: Supra Agreement

Attached you will find an electronic copy of a proposed interconnection agreement for FL, to replace the current agreement you are operating under. This proposed agreement is also being sent Federal Express. The proposed agreement incorporates all of the decisions made by the Florida PSC last Tuesday. Brian, I do not have Paul's email address so please forward on to him. Please call me to schedule time to review this proposal once you have had a chance to go over it.


agreement 031202.zip


redlines 031202.zip


changes 0301202.zip

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

Exhibit A

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stis.com]
Sent: Friday, March 15, 2002 11:36 AM
To: 'Greg.Follensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

Exhibit B

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stls.com]
Sent: Thursday, March 28, 2002 1:42 PM
To: 'Follensbee, Greg'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: RE: Follow-on IA

Greg:

As Supra may exercise its right to file a Motion for Reconsideration as well as for a Stay, it is still premature to schedule a conference call. I have reviewed the proposed Agreement and once the procedural matters have ended and the Stay expired, Supra will be ready to discuss this issue.

Sincerely,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

-----Original Message-----
From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, March 27, 2002 6:13 PM
To: 'Turner, Paul'
Cc: 'Chaiken, Brian'; 'Dahlke, Kirk'; 'Medacier, Adenet'; Jordan, Parkey; White, Nancy
Subject: RE: Follow-on IA

As you know, on March 12, 2002, I forwarded to Supra a proposed draft of the new Florida Interconnection Agreement for BellSouth and Supra. The proposed Agreement was based upon [illegible]ions of the Florida Public Service Commission in Docket No. [illegible] as determined by the Commission on March 5, 2002. On March 15, 2002, I received your e-mail stating that you believed it premature to schedule a conference call to discuss the proposed Agreement prior to the Commission's written order and prior to the exhaustion of the time periods for reconsideration and appeal.

The Commission released its written order in Docket No. 001305-TP on March 26, 2002. The Order states that "the parties shall submit a signed agreement that complies with our decisions in this docket for approval within 30 days of issuance of this Order." The Order is effective upon its issuance, and any reconsideration or appeal rights of either party do not affect the parties' obligations to comply with the Order and to submit a written Interconnection Agreement to the Commission by April 25, 2002.

Therefore, I request that we schedule a meeting to be held in the next five (5) business days to finalize the new Interconnection Agreement. Please let me know your availability.

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

Exhibit C

From: Turner, Paul [mailto:Paul.Turner@stis.com]
Sent: Friday, March 15, 2002 11:36 AM
To: 'Greg.Follensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

Supra Telecom

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 D

Jordan, Parkey

From: Follensbee, Greg
Sent: Thursday, June 13, 2002 12:28 PM
To: 'Nilson, Dave'
Cc: Jordan, Parkey; 'Paul Turner'
Subject: RE: Florida Interconnection Agreement


Supra Redlines_06 12 03.zip


changes 0301202.zip


Supra Revised Agreement-6-13-0...

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 E

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 18, 2002 1:09 PM
To: 'David Nilson'; 'Mark Buechele'
Cc: Jordan, Parkey
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


Attachment 3
06 13 02_redline...


Issues List Cross
Referenced 1

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

Exhibit F

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 9:29 AM
To: Jordan, Parkey
Subject: FW: Negotiation of Follow-on Agreement

-----Original Message-----
From: Follensbee, Greg
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

Exhibit G

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 4:50 PM
To: Jordan, Parkey
Subject: FW: Negotiation of Follow-on Agreement

Comments?

-----Original Message-----
From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Tuesday, June 25, 2002 3:54 PM
To: Follensbee, Greg; 'David Nilson'
Subject: RE: Negotiation of Follow-on Agreement

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 re. ed an electronic version of that submission, your comment is uncalled fo. .d 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.

.nilson

Exhibit H

-----Original Message-----
From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Tuesday, June 25, 2002 9:29 AM

Jordan, Parkey

From: Follensbee, Greg
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

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

****
****

Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@atis.com]
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 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 that 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

Jordan, Parkey

From: Buechele, Mark [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

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 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 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.

Jordan, Parkey

From: Jordan, Parkey
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

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 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 agreement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the remainder of the email. Supra had claimed that BellSouth's recalculation of the June to December bills should be based on the FL commission's new UNE rates rather than the rates in the agreement. By this time, BellSouth was aware that Supra was taking a position on retroactivity that was contrary to what BellSouth believed and contrary to Mr. Ramos' testimony before the FPSC. Paul was also concerned about the effect of retroactivity on the June 5, 2001 award. I told Paul that I would offer some language to try to settle these issues. In exchange for using the rates from the new interconnection agreement in the recalculation of the bills, I would agree to (1) use the date of signing as the date in the blank in the preamble, and (2) add a sentence that says (and I paraphrase) despite the effective date in the preamble, the parties agree to apply these rates, terms and conditions retroactively to June 6, 2001. I was merely trying to settle disagreements of the parties regarding UNE rates applicable to June-December, 2001, 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).

Jordan, Parkey

From: Buechele, Mark [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

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 agreement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the

White, Nancy

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

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

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

Exhibit J

White, Nancy

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

Mark, attached is an email I forwarded Brian after the June 6, 2001 intercompany review board meeting. As you can see, 10 issues had been withdrawn by Supra at issue ID (meaning there is no language to include or strike - the issue was simply withdrawn). Three issues, 2, 3, and 39, were closed during the June 6 meeting. Brian or Adenet should have notes regarding these issues. Supra withdrew issue 39 (again, no there is no language to include or delete). Issue 2 was resolved by the parties agreeing to include the confidential information language from the existing agreement. Similarly, issue 3 was resolved by the parties agreeing to include the insurance language from section 2.1.4 of the existing agreement. I only have hand written notes regarding the parties' discussion of these issues [illegible]ice 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

e, Nancy

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

Brian's response to my previous email.

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

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

Parkey:

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

Brian Chaiken, Esq.
General Counsel
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Ave.
Miami, Florida 33133-3001
Phone: 305/476-4248
Fax: 305/443-1078
PRIVILEGE AND CONFIDENTIALITY NOTICE: The information in this electronic mail is intended for the named recipients only. It may contain privileged and confidential matter. If you receive this electronic mail in error, please notify the sender immediately by replying to this electronic mail or by calling (305) 476-4248. Do not disclose the contents to anyone. Thank you.

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

Brian,

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

White, Nancy

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

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

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

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

Parkey,

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

MEB.

> -----Original Message-----
> **From:** Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
> **Sent:** Friday, June 28, 2002 7:44 PM
> **To:** 'Buechele, Mark'; Jordan, Parkey
> **Cc:** Follensbee, Greg; Nilson, Dave
> **Subject:** RE: Negotiation of Interconnection Agreement Final Language
>
> Mark, just to be clear that you understand our position, we are attempting to agree with Supra on what language we will include in the interconnection agreement based on the FPSC order. The parties may well settle issues in an effort to finalize the agreement, despite the fact that the language ultimately agreed upon is different from the actual position of the parties. We only discussed 2 issues this morning, so it is impossible for BellSouth to determine at this point if Supra is in agreement with most of the agreement or not. If the two issues we discussed this morning are the only substantive issues Supra has, BellSouth may decide, in the interest of

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.

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

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

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

Parkey,

This note will serve to memorialize our telephone conference this morning regarding our negotiation of final language fo 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.

****

White, Nancy

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

Parkey,

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

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

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

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

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

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

MEB.

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

Mark, as I said before, we are trying 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

7/14/02

White, Nancy

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

Mark, I see no need to continue to rehash these discussions. BellSouth does not agree and has never agreed with your position on the arbitration issue regarding the appropriate 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 language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year

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

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

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

White, Nancy

From: Jordan, Parkey
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

Exhibit K

White. Nancy

From: Buechele, Mark [Mark.Buechele@stls.com]
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@stls.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

White, Nancy

From: Jordan, Parkey
Sent: Wednesday, July 03, 2002 4:44 PM
To: 'mark buechele@stis com'
Cc: Follenspee, 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

White, Nancy

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

Parkey,

In clarification of your e-mail, with respect to Issue 8, I actually referred to Supra's pending motion under Florida Rule of Civil Procedure 1.540 (there is a subtle distinction), but also stated that notwithstanding that pending motion Supra was willing to negotiate in good faith from BellSouth's template.

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

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

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

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

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

Prior to the tremendously time consuming nature of this task, Supra should have begun this process back in March. I agree that this is a very tedious and burdensome 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@Bell[illegible]n.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

White, Nancy

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

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

As for the call flow diagrams, we discussed the diagrams with Dave, but neither Greg nor 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

White, Nancy

From: Buechele, Mark [Mark.Buechele@stis.com]
Sent: Friday, July 05, 2002 3:05 PM
To: Jordan, Parkey; Follensbee, Greg
Subject: FW: Continuning negotiations on Follow-On

Parkey,

Second copy of e-mail sent earlier. MEB

-----Original Message-----
From: Buechele, Mark
Sent: Friday, July 05, 2002 9:16 AM
To: 'Jordan, Parkey'
Cc: Follensbee, Greg; Nilson, Dave
Subject: Continuning negotiations on Follow-On Agreement

Parkey,

In furtherance of our review of the proposed follow-on agreement for compliance with the parties' prior agreements and the Commission orders, I wish to report to you as follows:

Issue 14 - This issue appears to have been withdrawn as a formal issue, but nevertheless addressed with respect to Issue 25B. Thus further discussion of this issue will be deferred to our implementation of the agreed language on Issue 25B.

Issue 17 - BellSouth accurately incorporated the agreed language into the proposed follow-on agreement as GTC paragraph 11.1. However, I have not yet been able to completely check for any potentially conflicting language which may have originally existed in other portions of the template (and hence would have to be removed). If BellSouth already removed any conflicting language, please let me know.

Issue 25A - This issue appears to have been withdrawn based upon the understanding that the proposed follow-on agreement did not contain duplicate charges for elements, or unnecessary duplicate functions which may result in duplicate charges. However, I have not yet been able to completely check for any potentially conflicting language which may have originally existed in other portions of the template (and hence would have to be removed). If BellSouth removed any conflicting language or items in this regard, please let me know.

Per our prior discussion, I will be in two depositions today which are being taken by BellSouth. If the depositions conclude early I may have more to report back to you at 4:00 p.m. At this time however, I expect us to discuss at 4:00 p.m., the issue of the UNE Local Call Flow diagrams mentioned in my previous e-mail and any other matters raised above.

MEB.

Exhibit L

White, Nancy

From: Jordan, Parkey
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 f. .w 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

White, Nancy

From: Buechele, Mark [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 c... 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

White, Nancy

From: Jordan Parkey
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 [illegible]akes 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.

Per your message yesterday (July 9), you were unable to meet to discuss any further issues. I will [illegible] to hear from you regarding any additional meetings. As I will be away from my offi[illegible]ost 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

White, Nancy

From: Buechele, Mark [Mark.Buechele@stis.com]
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

White, Nancy

From: Jordan, Parkey
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

White, Nancy

om:	Buechele, Mark [Mark.Buechele@stis.com]
ent:	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 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:

White, Nancy

From: Jordan, Parkey
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

White, Nancy

From: Jordan, Parkey
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 require 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

Petition of Pacific Bell Telephone Company for Arbitration of an Interconnection Agreement with Supra Telecommunications and Information Systems, Inc. Pursuant to Section 252(b) of the Telecommunications Act of 1996

Decision No. 01-06-073, Application No. 01-03-004 (Filed March 2, 2001)

California Public Utilities Commission

2001 Cal. PUC LEXIS 600

June 28, 2001

CORE TERMS: arbitration, negotiation, expired, arbitrator, replacement, mediate, mediation, interconnection, negotiate, carrier, Telecommunications Act, public review, notice of termination, proposed agreement, refused to provide, prior agreement, disputed issues, new agreement, termination, requesting, territory, terminate, progress, clarify, waived, window, opt

[*1] I. Summary

We affirm the results reached in the May 25, 2001 Final Arbitrator's Report (FAR). Parties have filed proof of the termination of their existing interconnection agreement, as ordered by the FAR. This proceeding is closed.

Loretta M. Lynch, President; Henry M. Duque, Richard A. Bilas, Carl W. Wood, Geoffrey F. Brown, Commissioners

OPINION: OPINION

II. Background

On March 2, 2001, Pacific Bell Telephone Company (Pacific Bell or Pacific) filed a petition for arbitration of an interconnection agreement (ICA or agreement) with Supra Telecommunications and Information Systems, Inc. (Supra) pursuant to Section 252(b) of the Telecommunications Act of 1996 (Act).

Supra's previous three-year ICA expired on February 3, 2000 but remained in effect during the course of negotiations of a new ICA between the parties. According to Pacific, Supra never implemented the prior agreement and did not serve any customers in Pacific's territory under the prior agreement. Supra did not dispute this claim.

On March 21, 2000, Pacific sent Supra a letter requesting the commencement of negotiations of a replacement agreement. After some initial discussions, Pacific represents that the parties agreed[*2] to September 25, 2000 as a negotiation start date. Under the Act, the Commission must act within nine months of this date or by June 25, 2001. The parties waived this nine month

Exhibit M

deadline and agreed to extend it until August 1, 2001.

According to Rule 3.6 of ALJ-181, Supra's response to Pacific's arbitration request was due on March 27, 2001. On that day, Supra filed a "Motion to Continue Arbitration, Request for Mediation, and Complaint Regarding Pacific Bell's Bad Faith Negotiation Tactics."

On April 3, 2001, Pacific filed a response to Supra's motion.

III. Pacific's Request for Arbitration

In its request for arbitration, Pacific describes its efforts to negotiate a replacement ICA with Supra. Pacific contends that despite its best efforts, meaningful negotiation of a new agreement did not occur. Pacific states that the negotiations that did take place did not progress to the point of identifying disputed issues. Despite the lack of progress, Pacific documents that it offered to extend the arbitration window so that further negotiations could occur, but these offers were rebuffed.

Pacific's request for arbitration states that it has significant problems with continuing the [*3] current, expired agreement any longer. As an example, Pacific describes five areas of the current, expired agreement that are out-of-date and contrary to recent Commission decisions. Pacific observes that if Supra does not agree with Pacific's proposed new agreement, Supra has the option of signing a current ICA that Pacific has established with another carrier. Pacific argues that it should not be forced to live with an expired agreement that imposes conditions and obligations that have been expressly rejected by more recent Commission orders.

IV. Supra's Motion Requesting Mediation

Rather than responding to Pacific's arbitration request as required by Rule 3.6, Supra filed a motion on March 27, 2001 requesting the Commission delay action on Pacific's arbitration request, participate in the negotiation of a replacement ICA, and mediate any differences arising in the course of the negotiation.

Supra states that in June 2000, it proposed the current ICA as the starting point for negotiations. At that time, Supra requested that Pacific provide further information to Supra in order to begin negotiations. Supra contends that Pacific refused to negotiate in good faith because it refused[*4] to provide the information Supra requested. According to Supra, this lack of information has been a severe [ILLEGIBLE WORD] and prevented even the start of negotiations.

Supra also claimed that Pacific's arbitration request was not timely because based on a March 21, 2000 start date for negotiations, the arbitration window had already expired. Supra now asks the Commission to mediate because Pacific Bell has refused to provide any information to Supra to reach an agreement. Supra also asks the Commission to order Pacific to immediately provide the information to Supra that it previously requested.

V. Pacific's Response to Supra Motion

Pacific notes that Supra failed to file a response to the request for

arbitration in keeping with Rule 3.6 of the Commission's arbitration rules Supra's response did not identify any disputed portions of the agreement Pacific proposed in its request for arbitration

Pacific urges the arbitrator and the Commission to order Supra to sign Pacific's proposed agreement or declare the existing expired agreement null and void.

In defense of Supra's bad faith claims, Pacific responds that Supra's request for information was too broad and vague. According[*5] to Pacific, it repeatedly requested Supra to clarify its demands and narrow the scope of its requests, but Supra refused to do so. Pacific also questioned the need to provide information for the entire SBC service territory when the ICA would only cover California.

Regarding the timeliness of the filing, Pacific states that its petition was timely because representatives of both Pacific and Supra signed a letter on September 27, 2000 agreeing to a "start date" of negotiations of September 25, 2000.

VI. Arbitrator's Findings

The assigned arbitrator, Administrative Law Judge Dorothy Duda, filed and served her Draft Arbitrator's Report (DAR) on May 9, 2001. No comments were filed on the DAR. The arbitrator filed and served the FAR on May 25, 2001.

The FAR denied Supra's motion to mediate the matter finding that:

1. Pacific's arbitration request was timely based on the letter setting a negotiation start date of September 25, 2000;

2. Supra's requests for information from Pacific were too broad because they did not reasonably narrow the initial request or identify disputed issues;

3. It was not reasonable for Supra's to wait over seven months from Pacific's first refusal [*6] to provide the requested information before asking the Commission to mediate the dispute.

The FAR also found that given no substantive response to the arbitration request, the parties should either sign Pacific's proposed agreement or terminate the existing agreement. The FAR noted that Supra retained the ability to opt into one of Pacific's existing agreements with another carrier.

The parties filed proof of the termination of the existing interconnection agreement on June 4, 2001.

Normally, the Commission examines the agreement filed following an arbitration to see if it meets the requirements of Section 251 of the Act. Here, parties have accepted the arbitrator's outcome and terminated their existing agreement. Presumably, they will now resume negotiation of a replacement agreement. We are hopeful that the parties can either successfully negotiate a replacement agreement without the need for arbitration or that Supra will opt into one of Pacific's existing agreements with another carrier. In any event, the parties may file a new arbitration request if necessary.

We believe the arbitrator decided each issue correctly in this matter and we affirm the results of the arbitration. [*7] We accept the proof of termination filed by the parties on June 4, 2001.

VII. Public Review and Comment

Rule 77.7(f)(5) provides that we may reduce or waive the period for public review and comment "for a decision under the state arbitration provisions of the Telecommunications Act of 1996." We consider and adopt this decision today under the state arbitration provisions of the Act. Because there is no pending agreement on which comment need be sought, the period for comments is waived.

Findings of Fact

1. Pacific's arbitration request was timely filed on March 2, 2001 based on a negotiation start date of September 25, 2000.

2. Supra did not file a substantive response to Pacific's arbitration request.

3. Supra waited seven months to ask for mediation.

4. Pacific requested that Supra clarify its demands and narrow the scope of its requests for information, but Supra refused to do so.

5. The FAR denied Supra's motion for mediation.

6. The FAR ordered parties to file and serve an interconnection agreement conforming to the one attached to Pacific's arbitration request or to terminate the current agreement.

7. The parties filed a notice of termination of the expired agreement[*8] on June 7, 2001.

Conclusion of Law

1. The FAR, along with the notice of termination filed by Supra and Pacific, should be approved.

ORDER

IT IS ORDERED that:

1. We affirm the results reached in the May 25, 2001 Final Arbitrator's Report for Application 01-03-004.

2. This proceeding is closed.

This order is effective today.

Dated June 28, 2001, at San Francisco, California.