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July 28, 2003

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

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**RE: Docket No. 030349-TP -  
SUPRA's NOTICE OF SERVING RESPONSES  
TO STAFF's FIRST SET OF INTERROGATORIES**

Dear Mrs. Bayo:

Enclosed is the original and one copy of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Serving Responses to Staff's First Set of Interrogatories in the above captioned docket.

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

Sincerely,

RECEIVED & FILED  
*117*  
FPSC-BUREAU OF RECORDS

*Jorge Cruz-Bustillo / JWA*  
Jorge Cruz-Bustillo  
Assistant General Counsel

FLORIDA PUBLIC SERVICE COMMISSION  
DOCKET  
NO. 030349-TP EXHIBIT NO. 3  
COMPANY/ Supra  
WITNESS: \_\_\_\_\_  
DATE: 08-29-03

DOCUMENT NUMBER DATE  
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FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Supra  
Telecommunications and  
Information Systems, Inc.  
against BellSouth  
Telecommunications, Inc.  
regarding BellSouth's alleged  
use of carrier to carrier  
information.

DOCKET NO. 030349-TP  
JULY 14, 2003

STAFF'S FIRST SET OF INTERROGATORIES (NOS. 1-7)  
TO SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

Pursuant to Rule 1.340, Florida Rules of Civil Procedure, the Staff of the Florida Public Service Commission, by and through its undersigned attorney, hereby serves its First Set of Interrogatories (Nos. 1 through 7) to Supra Telecommunications and Information Systems, Inc. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served as provided pursuant to the Rules of Civil Procedure and within the time period set out in Order No. PSC-03-0718-PCO-TP which states:

Due to the expedited time schedule for this proceeding:

- (a) All discovery requests shall be served by e-mail or fax, as well as by overnight mail;
- (b) Discovery responses shall be served within 10 calendar days of receipt of the discovery request;

- (c) There shall be no extra time for mailing throughout this proceeding; and
- (d) All discovery requests and responses shall also be served on staff.
- (e) All discovery shall be completed by August 22, 2003.

Provide the name, address and relationship to the Company of each person providing answers to the following inquiries and identify which question(s) each person answered.

DEFINITIONS

"You", "your", "Company" or "Supra" refers to Supra Telecommunications and Information Systems, Inc., its employees and authorized agents.

"Document" refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

"Identify" means:

(a) With respect to a person, to state the person's name, address and business relationship (e.g., "employee") to the Company;

(b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

"Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

INTERROGATORIES:

1. Referring to witness Nilson's testimony on page 8, lines 15-16, Nilson states that the various BellSouth pre-ordering/ordering interfaces have a direct connection to SOCS with no intervening systems.
  - a. Why were BellSouth's preordering/ordering interfaces without a intervening system?

This question is more appropriately directed at BellSouth. As far back as Docket NO. 980119, Supra contested the inefficiencies of LENS as Compared to BellSouth retail systems RNS and ROS.

RNS and ROS, directly connect to SOCS. Both were built with full online edit checking. In other words BellSouth retail Customer Service Representatives ("CSR") cannot type in an incorrect answer and move the cursor to the next field or submit the order without the OSS pointing out the error immediately and even suggesting the correction to the problem.

This commission ordered BellSouth to provide Supra access to BellSouth's own OSS in Docket No. 980119, but after an appeal that centered on legal procedure, not technical or regulatory issues, the order was replaced with one that ordered BellSouth to provide on-line edit checking to LENS, which has yet to be accomplished and the docket remains open on this fact.

Subsequently this was made an issue in commercial arbitration, and again in Docket 001305-TP, our most recent contract arbitration. In that docket, the rebuttal testimony of Mr. David Nilson addressed these issues:

"BellSouth already has a mandate to unbundle its OSS and supply it to competitors. BellSouth managers such as Mr. Ronald Pate still seem to mistakenly believe OSS unbundling merely means supplying access to the underlying data, not the **functions** contained within BellSouth's OSS interfaces. BellSouth continues to maintain that its ALEC OSS provides ALECs with the same functionality in the same time and manner as BellSouth's retail OSS, despite overwhelming evidence to the contrary. I wonder how BellSouth can continue to justify the cost of maintaining, updating and testing these ALEC

OSS systems, including the costs of staffing its LCSC to deal with problems associated therewith, when all that is necessary is to allow ALECs to access the very same OSS that BellSouth's retail departments use. I can only guess that the costs of keeping these dual systems is justified by the fact that the degraded OSS provided to ALECs prevents them from being able to deliver the same quality, timely service that BellSouth retail can, and thereby allows BellSouth to maintain its revenue base. The bottom line is that BellSouth MUST unbundle **its own** OSS and supply it to ALECs. From the Order on clarification in the recent commercial arbitration between Supra and BellSouth pgs. 4 and 5:

BellSouth argued that in requiring **direct** access to BellSouth's OSS, the Award violates contractual provisions in the Interconnection Agreement concerning electronic interfaces, principally in Attachment 15, and the regulatory guidelines set forth by the FCC in its Third Report and Order and Fourth Further Notice of Proposal Rulemaking, FCC 99-238, released November 5, 1999 ("Third Report and Order"). BellSouth concedes that nondiscriminatory access to the BellSouth OSS is a necessary prerequisite to Supra's and other Competitive Local Exchange Carriers' ("ALEC") ability to pre-order, order, provision, and repair telecommunication elements in a competitive marketplace. BellSouth challenges the need, however, for **direct** access and argues that the spirit of the Award and the Interconnection Agreement can be achieved by the Award being modified to require either (1) Supra's use of BellSouth's existing Direct Order Entry ("DOE") system, or (2) a new, so-called "permanent" or unique interface to BellSouth's OSS be created jointly by Supra and BellSouth. The Tribunal disagrees with BellSouth. (Emphasis in the Original).

BellSouth's attempt to create a false dichotomy - Supra must choose either DOE or a new interface to be developed - conflicts with the fundamental basis of the OSS ruling in the Award. None of the proffered interfaces are at parity with BellSouth's own systems. The interface used now by Supra, the Local Exchange Navigation System ("LENS"), provides nothing close to the direct access to OSS used daily by BellSouth's own customer service representatives. BellSouth's DOE is

STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 1 - 7)

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even worse than LENS because DOE is an antiquated DOS-based system that has none of the user-friendly Windows-based features enjoyed by BellSouth's employees. Moreover, BellSouth argued at the July 16 hearing, but submitted no evidence, that another ILEC's interface with only a four second delay was found to provide parity service. There is no evidence that BellSouth's LENS, DOE, or other interfaces offer anywhere near comparable performance to that which BellSouth described. (Emphasis added.)

Faced with the overwhelming deficiencies in DOE and its other interfaces offered to Supra and other ALEC's, BellSouth argues the second part of its false dichotomy - that Supra must jointly develop a new interface with BellSouth. The record shows that both AT&T and Supra attempted to create their own interfaces to BellSouth's OSS and abandoned their projects. Even Attachment 15 to the Interconnection Agreement, while providing detailed provisions concerning interfaces, expressly provided that "[t]his Attachment 15 reflects compromises on the part of both [Supra] and BellSouth. By accepting this Attachment 15, [Supra] does not waive its right to non-discriminatory access to Operations Support Systems of BellSouth." Interconnection Agreement, Attachment 15, § 10.1. In addition, the same Attachment 15 on which BellSouth so heavily relies indicates in its "Purpose" section that:

For all Local Services, Network Elements and Combinations ordered under this Agreement, BellSouth will provide [Supra] and its customers ordering and provisioning, maintenance, and repair and pre-ordering services within the same level and quality of service available to BellSouth, its Affiliates, and its customers.

*Id.*, at Attachment 15 § 1.2 (emphasis added). Finally, the FCC's Third Report and Order found that "lack of access to [BellSouth's and other ILEC's] OSS impairs the ability of requesting carriers to provide the services they seek to offer." Third Report and Order § 433, at 192.

*For all of these reasons, the only relief that will provide Supra with OSS access at parity with the access enjoyed by BellSouth, which is what is called for in the Interconnection Agreement, is nondiscriminatory direct access by Supra. Such access must be provided while accommodating BellSouth's legitimate concerns regarding network security and customer privacy. Supra assured the Tribunal at the July 16 hearing that it would abide by reasonable security and privacy measures. The Award directs BellSouth to provide such access forthwith. (Italics Emphasis Added, Bold emphasis in Original.)"*  
*Rebuttal Testimony of David A. Nilson in Docket 001305 pg 47-49.*

- b. Why do CLEC's ordering systems not have a direct connection?

Supra cannot answer this question regarding Bellsouth's internal policies or business descions. We have heard the testimony that this was to institute "industry standard" ATIS/OBF ordering and billing standards. We have not heard why the ATIS / OBF, at that time populated mostly by RBOCS, AT&T and MCI chose this format over the existing service order format still in use by BellSouth itself to this day.

There is no technical reason that the CLEC OSS (a UNE under the Act) could not have been constructed to directly submit orders to SOCS without "running them through the gauntlet" of LENS, TAG, LEO, and LESOG just to get to SOCS. In RNS and ROS Bellsouth demonstrates they have the technology. Therefore the only conclusion an outsider can come to is that it was a business decision to obfuscate, delay, and impede CLEC ordering for its own purposes.



2. Referring to witness Nilson's testimony on page 11, lines 1-10; explain why service orders cannot be submitted directly to SOCS unless they are in the ATIS/OBF format and how this process impacts the CLEC's ability to process service orders.

There appears to be some confusion regarding this issue. SOCS cannot accept ATIS/OBF formatted orders, SOCS only accepts service orders. On the other hand, there is no CLEC OSS interface available for a CLEC to submit a service order. CLEC must submit service requests ("LSRs"), which are then translated into service orders by BellSouth personnel or computer systems. BellSouth's retail OSS can take customer information and generate service orders directly in an automated system and submit the order directly into SOCS.

There is little chance for a BellSouth retail order to be clarified (delayed) for a BellSouth retail CSR. Yet, Supra has seen clarification rates as high as 65% for straightforward "convert as is" orders when UNE-P was first allowed in June of 2001. "Convert as is orders" typically take little more than the customer telephone number and a press of the submit button to submit.

3. Referring to witness Nilson's testimony on page 22, lines 1-3. Specifically explain how the letter provided as Exhibit DAN-2 violates CPNI rules.

The name and address of the customer (otherwise known as the "lead") has its origins in BellSouth's wholesale operations. Irrespective of how the letter is characterized (i.e. whether win-back or letter of acknowledgment) the letter itself violates Commission policy and CPNI rules because of the origins of the lead.

In this particular instance, the triggering event for the letter cannot be traced to anything activity in BellSouth's retail operations. This is supported by the fact that there was no BellSouth retail involvement in this order. Here, the customer was already with a competitor on a resale basis. At some point, Supra submitted requested that the line be converted from Supra resale to Supra UNE-P. There was no request to disconnect this customer away from BellSouth retail, and as such no such disconnect report could

have been generated, under BellSouth's logic, in this circumstance. Supra, of course, adamantly disagrees with BellSouth's contention that retail disconnect information which is synthetically derived from a CLEC LSR can be used for winback. In any event, this conversion request from resale to UNE-P had no such basis to generate a disconnect code that would have been supplied to BellSouth's retail operations. As such there was no legitimate information or trigger with which BellSouth could use to mail to this customer. Still, BellSouth did generate the letter around the time of the conversion from resale to UNE-P.

The letter notes a "change in your telephone service". See Page 2 of Supra Exhibit #DAN2. Yet actual changes to the line to activate features, add voicemail, change call forwarding options do not generate this type of mailing. It was only when the re-configured line was converted from resale to UNE-P that BellSouth noticed a "change" in the service.

Yet a resale to UNE-P conversion entails changing the Operating Company Number (OCN) for the carrier. Supra is aware that BellSouth systems at the time made no effort to group the various OCN's that BellSouth requires Supra to use for various billing types. So to BellSouth systems this order looked no different than a customer moving from MCI to Supra. BellSouth retail was not involved, and so even by BellSouth's assertion that the information derived from wholesale disconnect data can be used to populate retail records that in turn can be reviewed by retail employees in pursuing win-back efforts, that is not the case for this type of order. Yet a winback mailing was, nevertheless, triggered. Supra's 300,000 lines converted from resale to UNE-P in 2002 were subject of this type of mailing.

STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 1 - 7)

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4. Referring to witness Nilson's testimony on page 22, lines 1-3, specifically explain how the letter provided as Exhibit DAN-3 violates CPNI rules.

The name and address of the customer (otherwise known as the "lead") was generated from BellSouth's wholesale operations. Irrespective of how the letter is characterized by BellSouth (i.e. whether win-back or letter of acknowledgment) the letter itself violates Commission policy and CPNI rules because the lead did not originate from an independent retail source, available throughout the retail industry and also available to competitors in an equivalent form from the same source.

5. Referring to witness Nilson's testimony on page 22, lines 1-3, specifically explain how the letter provided as Exhibit DAN-4 violates CPNI rules.

Again, as noted in the earlier answers, the information for the lead was provided by BellSouth's wholesale operations. Given the lead's origins BellSouth cannot escape liability for the market retention effort by attempting to characterize the letter as a "Letter of Acknowledgment" vs. "a win-back" letter. "Any" letter sent to the customer within 10 days of a conversion violates Commission policy and CPNI rules because of the lead information came from BellSouth's wholesale operations.

Please also refer to Supra's response to interrogatory 6.

6. Referring to witness Nilson's testimony on page 26, lines 8-13, Supra claims that a customer conversion should not trigger a winback since nothing goes through SOCS. Supra implies that this is evidence that the wholesale/retail barrier has been breached. Explain, in detail, Supra's understanding of the systems and process flows involved in a customer conversion. Please provide a flowchart, if possible.

There appears to be some confusion on this issue. Supra's service requests ("LSRs") all flow through SOCs if they ever get provisioned. To the best of our knowledge nothing gets provisioned that is not flowed through SOCS.

In this particular case, the customer switched to Supra 619 days previously. BellSouth was ordered to convert Supra resale lines to UNE-P at no cost to Supra. BellSouth had been found to have materially breached the parties' contract with the intent to harm Supra. The BellSouth promotional letter was sent to the customer shortly after the wholesale billing change was made. This letter was sent even though there had not been a single order submitted by for over 619 days.

Yet the letter clearly states "We are always disappointed to lose a valued customer like you." Telling a customer you miss them two years after they are gone rings rather hollow. BellSouth cannot identify a single independent retail source available throughout the retail industry that provided the original switch information - now 2 years old - that is also available to competitors in an equivalent form. Because BellSouth cannot articulate its source and because the win-back letter was generated immediately after the wholesale billing change was processed, the only rational conclusion that can be drawn is that the letter was triggered by BellSouth wholesale operations.

So we are left with one of two remaining scenarios. BellSouth "policy" allowed this winback to be triggered from the computerized feed that draws information directly from SOCS, or else the court ordered conversion of this line from resale to UNE-P by BellSouth personnel generated an automated winback lead to BellSouth based on a Supra to Supra change in the line's billing arrangement between Supra and BellSouth. In either case the retail / wholesale barrier is breached. This is a violation of the law.

F. Referring to Supra witness Nilson's testimony on page 23, lines four through seven, is it Supra's practice to submit "N" and "D" orders during a conversion instead of "C" orders? If so, why?

It is not Supra's policy or practice to submit "D" and "N" service orders. Supra issues a single Service Requests to convert or change a customer line. BellSouth takes that requests, and disassociates it into two component or into two orders - which it historically, has resulted in many cases of lost dialtone during conversion.

STAFF'S FIRST SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
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On or about March 22, 2002 BellSouth implemented the "Single C" process as ordered by this Commission. At that point it becomes impossible for there to be a separate "D" order for BellSouth to claim ownership of. So BellSouth is either hiding the fact that they are continuing to generate these "D" and "N" orders internally, or violating FCC rules by using the "C" orders generated by ALECs for winback.

Jorge Cruz-Bustillo / JWA

JORGE CRUZ-BUSTILLO  
Assistant General Counsel

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August 15, 2003

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

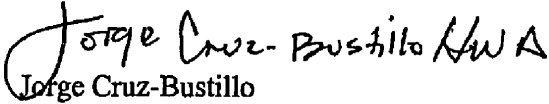
**RE: Docket No. 030349-TP -  
SUPRA's NOTICE OF SERVING RESPONSES  
TO STAFF's SECOND SET OF INTERROGATORIES**

Dear Mrs. Bayo:

Enclosed is the original and one copy of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Serving Responses to Staff's Second Set of Interrogatories in the above captioned docket.

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

Sincerely,

  
Jorge Cruz-Bustillo  
Assistant General Counsel

DOCUMENT NUMBER DATE  
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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

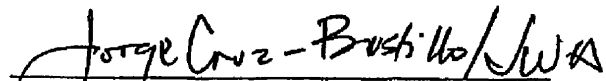
**Docket No. 030349-TP**

**I HEREBY CERTIFY** that a true and correct copy of the following was served via Hand Delivery, Facsimile, U.S. Mail, and/or Federal Express this 15<sup>th</sup> day of August 2003 to the following:

Linda H. Dodson, Esq.  
Staff Counsel  
Florida Public Service Commission  
Gerald L. Gunter Building  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
850/ 413-6199

Nancy B. White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S. W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: 305/ 476-4252  
Facsimile: 305/ 443-1078

  
By: Jorge Cruz-Bustillo

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint by Supra  
Telecommunications and  
Information Systems, Inc.  
against BellSouth  
Telecommunications, Inc.  
regarding BellSouth's alleged  
use of carrier to carrier  
information.

DOCKET NO. 030349-TP  
FILED: AUGUST 15, 2003

SUPRA RESPONSE TO STAFF'S SECOND SET OF  
INTERROGATORIES (NOS. 8-12)  
TO SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

Pursuant to Rule 1.340, Florida Rules of Civil Procedure, Supra, by and through its undersigned attorney, hereby Responds to Staff's Second Set of Interrogatories (Nos. 8 through 12) to Supra Telecommunications and Information Systems, Inc. These interrogatories shall be answered under oath by you or through your agent who is qualified to answer and who shall be fully identified, with said answers being served as provided pursuant to the Rules of Civil Procedure and within the time period set out in Order No. PSC-03-0718-PCO-TP which states:

Due to the expedited time schedule for this proceeding:

- (a) All discovery requests shall be served by e-mail or fax, as well as by overnight mail;
- (b) Discovery responses shall be served within 10 calendar days of receipt of the discovery request;



- (c) There shall be no extra time for mailing throughout this proceeding; and
- (d) All discovery requests and responses shall also be served on staff.
- (e) All discovery shall be completed by August 22, 2003.

Provide the name, address and relationship to the Company of each person providing answers to the following inquiries and identify which question(s) each person answered.

DEFINITIONS

"You", "your", "Company" or "Supra" refers to Supra Telecommunications and Information Systems, Inc., its employees and authorized agents.

"Document" refers to written matter of any kind, regardless of its form, and to information recorded on any storage medium, whether in electrical, optical or electromagnetic form, and capable of reduction to writing by the use of computer hardware and software.

"Identify" means:

STAFF'S SECOND SET OF INTERROGATORIES TO SUPRA TELECOMMUNICATIONS  
AND INFORMATION SYSTEMS, INC. (NOS. 8 - 12)  
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(a) With respect to a person, to state the person's name, address and business relationship (e.g., "employee") to the Company;

(b) With respect to a document, to state the nature of the document in sufficient detail for identification in a request for production, its date, its author, and to identify its custodian. If the information or document identified is recorded in electrical, optical or electromagnetic form, identification includes a description of the computer hardware or software required to reduce it to readable form.

"Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

INTERROGATORIES:

8. Referring to witness Nilson's rebuttal testimony on page 14, lines 19-22, and page 15, lines 1-2, Nilson states:

A fair reading of this statement, however, requires at a minimum that wherever BellSouth obtains its carrier change information, that source must also be a source that is available to competitors—whether actually accessed or no—at the time BellSouth obtains the carrier change information. No competitor has direct access on a nightly basis to BellSouth's Service Order Communication System (SOCS).

If Supra is ultimately denied access to BellSouth's Harmonize feed, what alternatives does Supra propose to obtain carrier change information from an independent retail source?

Supra respectfully declines to propose an alternative. The burden is on BellSouth to "identify" the independent external source, that is also available to competitors, that its retail operations use to obtain "knowledge" that a particular customer has switched. If BellSouth cannot identify it, then they must cease their practice immediately. BellSouth has already admitted the MKIS relies exclusively on the Harmonize feed to extract service orders from SOCS, in order to generate marketing leads. BellSouth's actions are in violation of section 222 and this practice must be ceased immediately.

9. Please refer to Supra's response to staff's first set of interrogatories, item number four, where Supra alleges that the name and address of the customer was generated from BellSouth's wholesale operations.

Is it also true that the customer name and address could have been acquired from BellSouth's historical records contained in the CRIS database? Please explain.

Mr. Edward Wolfe stated in his Rebuttal Testimony, pg. 11, L 10-12: "Next, Operation Sunrise copies into a permanent table in the Sunrise database certain data from each remaining disconnect order: the NPA, the NXX, the line, the customer code, and the date the data was extracted from SOCS. The temporary table is then purged completely."

"Operation Sunrise matches each disconnect order to a former BellSouth customer service record." (Emphasis added). RT, pg. 11, lines 17-18.

This testimony establishes as "fact" that BellSouth retail personnel, in MKIS, review the permanent Sunrise Table before accessing CRIS. In fact, MKIS depends on the Sunrise Table to direct MKIS as to which specific files must be pulled from CRIS. The information on the Sunrise Table includes, but is not limited to, the customers telephone number and "customer code." So to answer the Staff's question, it is not true that MKIS could have acquired the name and address from CRIS prior to reviewing the data on the Sunrise Table. If MKIS just pulled records at random from CRIS and started sending out marketing letters to customer that were still BellSouth customers, that would not be productive. The facts are that but for the extract of service orders from SOCS, MKIS would not know which files in CRIS to access.

10. Please refer to BellSouth witness Rascal's rebuttal testimony, page 13, lines 15-24. Witness Rascal states that line loss notification reports are posted daily to CLECs' individual Internet web pages.

Given that both BellSouth and CLECs receive disconnect information daily, please explain why Supra believes it does not receive carrier change information at the same time as BellSouth.

First, I would respectfully note that the witness' name is Rucilli. Next, I would note that the line loss report only involves Supra customers that have chosen to leave Supra. The question is whether Supra and all CLECs have access to the same independent source that is "available throughout the retail industry" regarding the customers that are leaving BellSouth - not the customers leaving Supra. As such, the line loss report simply has no legal relevance to this case.

The issue is the unfair competitive advantage the ILEC enjoys in its status as the underlying wholesale executing carrier. See PSC-03-0726-FOF-TP, pg. 46, quoting the FCC, from Order 99-223:

"Where a carrier exploits advance notice of a customer change by virtue of its status as the underlying network-facilities or service provider to market to that customer, it [the ILEC] does so in violation of section 222(b). We concede that in the short term this prohibition falls squarely on the shoulders of the BOCs and other ILECs as a practical matter." (Emphasis added).

I emphasized the phrase "advance notice" to point out that even if BellSouth scrubs a CLEC LSR of all of its contents but for the telephone number and a customer code, the telephone number and customer code still provide MKIS enough information to retrieve the specific file from CRIS. This practice by any standard is "advance notice" to MKIS that a switch is about to occur. This statement of course dovetails with the FCC prior statement that:

"We conclude that competition is harmed if any carrier

uses carrier-to-carrier information, such as switch . .  
. orders, to trigger market retention marketing  
campaigns, and consequently prohibit such actions  
accordingly." Id. at 45. (Emphasis added).

Again, the FCC indicates that it is the switch order itself  
that cannot be relied upon to provide advance notice to BellSouth's  
retail operations. For BellSouth to be able to rely on its internal  
information in CRIS, it must first learn from some external source  
also available to competitors. On this issue the FCC stated:

"Under these circumstances, the potential for anti-  
competitive behavior by an executing carrier is curtailed  
because competitors have access to equivalent information  
in their own marketing and winback operations." Id. at  
47.

BellSouth processes approximately 670,000 CLEC LSRs  
electronically on a monthly basis. See Pate's rebuttal testimony.  
BellSouth has a burden to demonstrate that it learned of "all" of  
these approximately 670,000 CLEC switches from some independent  
source, that is not its own wholesale operations. If BellSouth is  
allowed to market to these 670,000 customers every month - under  
these circumstances - competition is harmed.

11. On page 27, lines 11-12 of BellSouth witness Pate's direct  
testimony, he states that "Once again, Mr. Nilson is out-of-  
date or incorrect in his knowledge of BellSouth's OSS."

How did witness Nilson gain knowledge of BellSouth's OSS, and  
during what time period?

Mr. Nilson has been employed with Supra since 1997. As Vice-  
President for Technology, Mr. Nilson is the architect of Supra's  
network. In this capacity, Mr. Nilson is very familiar with  
BellSouth's OSS in all manner of operations and uses.

Supra is also the largest competitive local exchange carrier  
in the State of Florida with over 300,000 customers. Supra has  
also been very successful in challenging BellSouth's over inflated  
wholesale carrier invoices. Mr. Nilson has been deeply involved in  
these challenges. Knowledge of BellSouth's network is essential in  
challenging BellSouth's convoluted and incomprehensible wholesale  
invoices. BellSouth originally billed Supra over \$120 million

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dollars for a 12 month period. These bills were found by a panel of commercial arbitrators to have been overstated by approximately Sixty Seven Million (\$67,000,000.00) dollars.

12. On page seven, line three of his direct testimony, witness Nilson states that BellSouth uses a Legacy engine/database known as ZTRK. On page 27, footnote 16, of BellSouth witness Pate's rebuttal testimony, he states that "BellSouth does not know what ZTRK is."

Please define what the acronym ZTRK stands for, and what functions it performs.

At this time Mr. Nilson is on vacation. He is expected to return on Monday, August 18, 2003. Supra will supplement its answer after that date. In any case, the acronym for the legacy engine has no legal relevance to the issues in this docket.



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1311 Executive Center Drive, Suite 220  
Tallahassee, FL 32301-5027

August 26, 2003

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

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AUG 26 PM 4: 34  
COMMISSION  
CLERK

**RE: Docket No. 030349-TP -  
SUPRA's NOTICE OF SERVING RESPONSES  
TO BELLSOUTH's FIRST SET OF INTERROGATORIES**

Dear Mrs. Bayo:

Enclosed is the original and one copy of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Serving Responses to BellSouth's First Set of Interrogatories in the above captioned docket.

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

Sincerely,

RECEIVED & FILED  
TH  
FPSC-BUREAU OF RECORDS

*Jorge Cruz-Bustillo/LWA*  
Jorge Cruz-Bustillo  
Assistant General Counsel



**CERTIFICATE OF SERVICE**

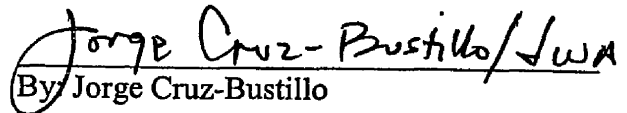
**Docket No. 030349-TP**

**I HEREBY CERTIFY** that a true and correct copy of the following was served via Hand Delivery, Facsimile, U.S. Mail, and/or Federal Express this 26<sup>th</sup> day of August 2003 to the following:

Linda H. Dodson, Esq.  
Staff Counsel  
Florida Public Service Commission  
Gerald L. Gunter Building  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
850/ 413-6199

Nancy B. White, Esq.  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 S. Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S. W. 27<sup>th</sup> Avenue  
Miami, FL 33133  
Telephone: 305/ 476-4252  
Facsimile: 305/ 443-1078

  
By: Jorge Cruz-Bustillo

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

**In re: Complaint by Supra )  
Telecommunications and Information )  
Systems, Inc. Regarding BellSouth's )  
Alleged Use of Carrier-to-Carrier )  
Information \_\_\_\_\_ )**

**Docket No. 030349-TP**

**Filed: August 25, 2003**

**SUPRA TELECOMMUNICATIONS AND INFORMATION  
SYSTEMS, INC.'s RESPONSES AND OBJECTIONS TO  
BELLSOUTH'S FIRST SET OF INTERROGATORIES**

Supra Telecommunications and Information Systems, Inc. ("Supra"), pursuant to the Rule 106.206, Florida Administrative Code, and Rules 1.340 and 1.280, Florida Rules of Civil Procedure, hereby files the following Responses and Objections to the First Set of Interrogatories propounded by BellSouth Telecommunications, Inc.'s on August 8, 2003.

**GENERAL OBJECTIONS**

Supra makes the following general objections to BellSouth's First Set of Interrogatories:

1. Supra objects to BellSouth's Instructions and Definitions to the extent they seek to impose an obligation on Supra beyond the requirements of the Florida law.
2. Supra objects to any Interrogatories to the extent that such Interrogatories may seek to impose an obligation on Supra to respond on behalf of other persons that are not affiliated with Supra on grounds that such requests are irrelevant, overly broad, unduly burdensome, oppressive, and not permitted by the applicable rules of discovery.
3. Supra has interpreted BellSouth's Interrogatories to apply to a CLEC which is not an executing carrier with respect to end user change order request and will limit its responses accordingly. To the extent that any request is intended to apply to matters other than those of an

executing carrier operations with respect to end user change order request subject to the jurisdiction of the Florida Public Service Commission (“Commission”), Supra objects to such requests as irrelevant, overly broad, unduly burdensome, and oppressive.

4. Supra objects to each Interrogatory and instruction to the extent that such interrogatory or instruction calls for information that is exempt from discovery by virtue of the attorney client privilege, the work product doctrine, and other applicable privileges.

5. Supra objects to each Interrogatory to the extent that it is vague, ambiguous, overly broad, imprecise, or to the extent that it fragments an idea or concept and therefore is subject to multiple interpretations but is not properly defined or explained for purposes of these Interrogatories. Any answers provided by Supra in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objections.

6. Supra objects to each Interrogatory to the extent that it is not reasonably calculated to lead to the discovery of admissible evidence and is not relevant to the subject matter of this action.

7. Supra objects to providing information to the extent that such information has already been provided, is already part of the record in the instant proceedings, or is readily accessible through publicly available means.

8. Supra objects to each Interrogatory to the extent that responding to it would be unduly burdensome, expensive, oppressive, or excessively time consuming.

9. Supra objects to any Interrogatory that seeks to obtain “all” of particular documents, items, or information to the extent that such requests are overly broad and unduly burdensome. Any answers provided by Supra in response to these Interrogatories will be provided subject to, and without waiver of, the foregoing objection.

10. Supra is a CLEC that is accorded some latitude in its conduct of business for competitive reasons and is therefore, not subject to the same state or federal rules and laws with respect to the production and/or retention of records requirements as does BellSouth. Thus to the extent that the interrogatories purports to require more information than is required by either the state or federal rules and laws, Supra objects on the grounds that compliance would impose an undue burden or expense.

**INTERROGATORIES**

**INTERROGATORY 1:**

Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith.

**RESPONSE 1:**

Dave Nilson

**INTERROGATORY 2:**

Identify all documents upon which Supra intends to rely or introduce into evidence at the hearing on this matter.

**RESPONSE 2:**

Supra intends to rely on and introduce into evidence all documents so identified during the prehearing, which includes those documents identified in Mr. Nilson's Supplemental Direct Testimony.

**INTERROGATORY 3:**

Identify and describe any and all customer reacquisition programs and/or processes that Supra has implemented to attempt to “win back” customers who left Supra for another local exchange carrier, describing in detail the time periods each customer reacquisition program and/or process was in place and the specific customers each program or process targeted.

**RESPONSE 3:**

Supra objects to this interrogatory on grounds of relevance. The issue in this case involves this Commission’s prohibition imposed on BellSouth from sharing wholesale information, obtained from competitors in its status as the underlying executing carrier, with its retail operations. The exception to this rule with respect to win-back or reacquisition is whether BellSouth can demonstrate that it obtains its marketing leads from either an in-bound call or from an external source available through out the retail industry that is also available to competitors. It is not relevant to this proceeding what if any win-back programs Supra may employ because Supra is not acting in a capacity as an executing carrier providing wholesale services to other competitors. This interrogatory is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 4:**

Identify and describe all documents that relate, pertain, or associated with any customer reacquisition programs and processes identified in response to Interrogatory No. 3.

**RESPONSE 4:**

Supra objects to this interrogatory on the same grounds that were articulated in with Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 5:**

Please state whether Supra engages in telemarketing activities in order to “win back” a customer.

**RESPONSE 5:**

Supra objects to this interrogatory on the same grounds that were articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 6:**

Identify and describe all documents that relate, pertain, or associated with Supra's telemarketing activities regarding the reacquisition of customers.

**RESPONSE 6:**

Supra objects to this interrogatory on the same grounds that were articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket.

**INTERROGATORY 7:**

Identify and describe the process that Supra uses to generate its list of potential reacquisition customers to be used in its customer reacquisition programs and/or processes.

**RESPONSE 7:**

Supra objects to this interrogatory on the same grounds that were articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket. We would also note that Supra's reacquisition program is not in question in the instant proceeding – only that of BellSouth's.



**INTERROGATORY 8:**

For the time period June 9, 2002 through the present, identify all customers that Supra actually lost to BellSouth as a result of BellSouth generating customer reacquisition list through Operation Sunrise. In responding to this Interrogatory, please provide the name of the customer, the customer's telephone number and address, and the date Supra lost the customer to BellSouth, and state whether Supra regained the customer after losing it to BellSouth.

**RESPONSE 8:**

Supra objects to this interrogatory on the grounds that it is overly broad and burdensome. Additionally, this request is not relevant for the reasons articulated in response to Interrogatory No. 3. The request is not likely to lead to any admissible evidence in the instant docket. Furthermore, this information is already in BellSouth's possession in the form of Sunrise Reports and data

**INTERROGATORY 9:**

Identify the basis and any documents in support of your statement on page 10, line 9 of Nilson's direct testimony that: "Paper orders are required for virtually all services except POTS.

**RESPONSE 9:**

Supra objects to this interrogatory on the grounds that it is vague, ambiguous and incomplete as it consists primarily of concept and/or idea fragments. However, this assertion is based on BellSouth's Business Rules, LEO Guide and Ordering Guide for Complex Services.

**INTERROGATORY 10:**

Identify the basis and any documents in support of your statements on page 14, lines 25-29 and page 15, lines 1-4 of Nilson's direct testimony that:

BellSouth has built a high-level gateway interface to its bisynchronous mainframe network to support RNS, ROS and direct users from the BOSIP network. Thus, a common TCP/IP over Ethernet connection serves to provide access to ALL BellSouth's OSS is directly via BOSIP. All that is needed is a simple, common Ethernet jumper wire between the existing TCP/IP LAN and the router in BellSouth's data center connecting to the BOSIP network to a connection. In this manner it is relatively easy to add new systems to provide additional functionality. The systems need only be programmed to send data to each other, the infrastructure is pre-built.

**RESPONSE 10:**

Dave what is the basis for this

Supra objects to this interrogatory on the grounds that this information is already part of the record in the instant proceeding and/or it is information that is in the public domain. However, this assertion is supportable by Supra Exhibit DAN – 17 in the instant proceeding.

**INTERROGATORY 11:**

Identify the basis and any documents in support of your statements on page 17, lines 9-12 of Nilson's direct testimony that : "In reality the so called 'retail customer disconnects' are the result of an ALEC LSR. When Supra wins a customer from BellSouth, BellSouth doesn't know to pout in a disconnect order, they receive a conversion order from Supra is all they get."

**RESPONSE 11:**

Supra objects to this interrogatory on the grounds that this information is already part of the record in the instant proceeding and/or it is information that is in the public domain. However,

this assertion is based on BellSouth's Business Rules, LEO Guide and Ordering Guide for Complex Services.

**INTERROGATORY 14:**

Identify the basis and any documents in support of your statements on page 21, lines 30-31 that :  
"For local service, the ONLY information that exists is the ALEC's LSR initiating service."

**RESPONSE 14:**

Supra objects to this interrogatory on the grounds that this interrogatory presents a fragmented idea or concept that Mr. Nilson was addressing. Notwithstanding, Supra will add that all switches to UNE-P or Resale are initiated by a CLEC LSR. Support for this can be found in Pate's Rebuttal Testimony in which he asserts that for the first three months of 2003, CLECs submitted approximately 670,000 LSR electronically per month. In this case, BellSouth has the burden to prove that a customer actually would (1) make an in-bound call to BellSouth's retail service center to disconnect a line, (2) so that after the customer could lose dial tone, (3) so that then the customer could call a competitor to have the "same" local voice service provided on the line previously disconnected. BellSouth has failed to substantiate this argument with any documentation. Further, per BBR 4 LEO, if a customer disconnects prior to establishing service with a CLEC, no conversion can take place, instead Supra must initiate a new service order.

**INTERROGATORY 16:**

Explain in detail why Supra Exhibit # DAN2, DAN3, and DAN4 are “all examples of winback promotion letters that were sent to Supra customers in violation of CPNI rules,” as set forth on page 22, lines 1-3 of Nilson’s direct testimony, including but not limited to identifying the particular “CPNI rules” that were allegedly violated.

**RESPONSE 16:**

In each instance, the triggering event for the mailing of the letter was an LSR submitted to BellSouth in its status as the underlying executing carrier. The letters were received by the recipient within a very short time after the triggering event. The triggering event has its origins in BellSouth’s wholesale operations. Irrespective of how the letter is characterized (i.e. whether win-back or letter of acknowledgment) the letter itself violates Commission policy and 47 USC Section 222 because of the origins of the lead.

**INTERROGATORY 17:**

Identify the basis and any documents in support of your statements on page 22, lines 6-10 of Nilson's direct testimony that: "BellSouth believes that the successful Firm Order Completion (FOC) of a CLEC conversion order does not constitute CPNI. As such BellSouth believes that it is not violating CPNI law by using the fact that a Supra LSR received a Firm Order Confirmation (was FOC'ed) to trigger it marketing department of activity on a particular telephone number."

**RESPONSE 17:**

Operation Sunrise and all documents explaining how this program works supports the statement. BellSouth Harmonize feed extracts all orders into an extract database each night and then moved to the Harmonize database while the service orders are pending. Upon completion of the conversion the service order is fed to the Temporary Sunrise Table which is housed in the Strategic Information Warehouse.

**INTERROGATORY 18:**

Identify the basis and any documents in support of your statements of page 22, lines 10-12 of Nilsons's direct testimony that: "BellSouth has created Sunrise Systems that watch [sic] CLEC completed orders, send the customer information that "BellSouth retains on all of its previous customer' to Marketing..."

**RESPONSE 18:**

Operation Sunrise and all documents explaining how this program works supports the statement. Mr. Ruscilli's Rebuttal Testimony begins with the statement that Operation Sunrise is designed

to “track” former customers for the purpose of win-back. Further, this assertion is supportable by witness Wolfe’s deposition testimony and exhibits, and also Supra Exhibits DAN 6, 7, 8, and 9.

**INTERROGATORY 19:**

Identify the basis and any documents in support of your statements on page 22, lines 16-17 of Nilsons direct testimony that: “Supra believes that the use of its LSR in any form in [*sic*] a violation of CPNI...”

**RESPONSE 19:**

Please refer to our answer in response to Interrogatory No. 3.

**INTERROGATORY 22:**

Identify the basis, any documents or recordings in support, and the date, time, and customer’s telephone numbers at issue that support your contention on page 24, lines 1-4 of Nilson’s direct that: “BellSouth retail sales center will invariably tell the customer that the disconnect order was issued by Supra, and ‘I’m so sorry that I can’t help you, you are not our customer any more.’ This is a formula designed for efficient conversion of winback customers.

**RESPONSE 22:**

Please refer to our answer in response to Interrogatory No. 3.

**INTERROGATORY 24:**

Identify the basis and any documents in support of your statements on page 24, lines 21-23 and page 25, lines 1-3 of Nilson's direct testimony that: "Supra Exhibit #DAN 2 is a mailing that was sent to my home on two occasions this year by BellSouth. The first time was when my Supra line of over four years was converted from resale to UNE combinations. The second time, my home number was placed in a list of lines scheduled to be disconnected for non-payment. When the line was re-connected as if payment had been made, a second notice from BellSouth was sent."

**RESPONSE 24:**

Supra objects to this interrogatory on the grounds that this information is already part of the record in the instant proceeding and/or it is information that is in the public domain. The first time the letter was sent the triggering event was a conversion from Resale to UNE-P. Mr. Pate has confirmed that a Single "C" is used for such a transaction. Mr. Wolfe and Ms. Summers both confirm in their Rebuttal Testimony that such orders are captured by the Harmonize feed. Furthermore, it has also been confirmed that the Harmonize feed tracks disconnect orders or "D" orders distinct from Single "C" orders, this accounts for the second mailing.

**INTERROGATORY 25:**

Identify the telephone number in questions, the basis for your contention, and any documents in support of your statements on page 25, lines 8-10 on Nilson's direct testimony that:

"Additionally the customer is supplied with the BellSouth PIN number for this account, which would enable the customer to easily convert back to BellSouth, and change line features at the same time."

**RESPONSE 25:**

There is no basis for the entity to send out a mailing to a customer that has simply migrated, because the customer will have the yellow pages. The purpose of this reference is demonstrate that the yellow pages organization was given "notice" in some manner of activity on that customer's account from the wholesale operations of BellSouth. The mailing came very shortly after the triggering activity on the customer's account. The trigger was the conversion from Supra Resale (OCN # 7012) to Supra UNE-P (OCN # 7011) which indicates that Sunrise sees this order activity because no logic exists to exclude this record from winback. As a result, over 400, 000 Supra lines converted by BellSouth pursuant to Court Order were made subject to winback, due to BellSouth's prior breach of contract.



**INTERROGATORY 26:**

Identify the telephone number in question, the basis for your contention, and any and all documents that support your statement on page 25, lines 20-21 of Nilson's direct testimony that: "Supra Exhibit # DAN3 is an example of a letter sent to a Supra attorney within a week of the attorney converting to Supra from BellSouth."

**RESPONSE 26:**

The evidence is that the customer received this letter shortly after his migration from BellSouth to Supra.

**INTERROGATORY 27:**

Identify the telephone number in question, the basis for your contention, and any and all documents that support our statement on page 26, lines 8-10 of Nilson's direct testimony that: "This customer line has not had a single change on it, and has not flowed through SOC for 619 days. This customer name and address information comes directly from CRIS and BellSouth [sic] knows it is an active line..."

**RESPONSE 27:**

The evidence is already part of the record in this proceeding in the form of an exhibit and consists of records from BellSouth's CSOTS system.

**INTERROGATORY 30:**

Identify the basis and the specific legal authority for your contention on page 5, lines 1-3 of Nilson's rebuttal testimony that: "There is an absolute prohibition against the use of carrier-to-carrier information, such as switch orders, to trigger market retention efforts."

**RESPONSE 30:**

See Supra's Complaint and Response to BellSouth's Motion to Dismiss

**INTERROGATORY 31:**

As you contend on page 16, lines 5-12 of Nilson's rebuttal, identify what page in Order No. PSC-03-0726-FOF-TP where the Commission "defined 'independent retail means' can obtain that (1) is in a form available throughout the retail industry, and (2) competitors have access to this same equivalent information for use in their own marketing and winback operations. Competitors must have access to the information no later than the time BellSouth obtains access to it."

**RESPONSE 31:**

The definition can be found between pages 44 and 47.

**INTERROGATORY 33:**

If it is Supra's position that BellSouth does not or cannot use disconnect orders submitted by its retail operations in generating any customer reacquisition lists, identify the basis for such belief and any documents in support.

**RESPONSE 33:**

BellSouth may use disconnect orders generated by a retail customer service representative taking an in-bound call, as a basis to target customers for reacquisition. BellSouth bears the burden of proof to establish that this "notice" of a switch did in fact originate from an in-bound call. But BellSouth may not use disconnect orders which result from CLEC LSRs.

**INTERROGATORY 34:**

Identify the basis and any documents in support of your statements on page 28, lines 16-19 of Nilsons's rebuttal that: "If the retail record contains an entry that the customer switched his voice service on a certain date, this information could not have been known but for BellSouth's status as the underlying executing wholesale carrier."

**RESPONSE 34:**

BellSouth readily acknowledges in many documents and forums that it updates its records when a customer has switched away for billing purposes. But for the LSR, the information could not have been known or BellSouth's retail records updated.

**INTERROGATORY 35:**

Identify the basis and any documents in support of your statement on page 30, lines 2-3 that:  
“Virtually every customer that switches voice providers calls the newly chosen local service provider directly.”

**RESPONSE 35:**

All end user switch orders over UNE-P or Resale are initiated by a CLEC LSR. Support for this can be found in Pate’s Rebuttal Testimony in which asserts that for the first three months of 2003, CLECs submitted approximately 670,000 LSR electronically per month. In this case, BellSouth has the burden to prove that a customer actually would (1) make an in-bound call to BellSouth’s retail service center to disconnect a line, (2) so that after the customer could lose dial tone, (3) so that then the customer could call a competitor to have the “same” local voice service provided on the line previously disconnected. BellSouth has failed to substantiate this argument with any documentation. Further, on August 21, 2003, BellSouth witness Wolfe testified that if this were to occur, BellSouth CSR issues a disconnect order. A disconnected line cannot be “converted” to Supra. It must be ordered as a new service. Virtually, all Supra orders are converted As-Is.