

REDACTED

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Implementation of requirements arising)
from Federal Communications Commission)
Triennial UNE Review: Local Circuit Switching)
For Mass Market Customers)
_____)

Docket No. 030851-TP

Served: November 18, 2003

Supra Telecommunications and Information Systems, Inc., (“Supra”), by and through its undersigned attorney files this Response to BellSouth’s First Set of Interrogatories.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
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| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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3. None

4(a) – 4(g). Not Applicable.

5. Supra objects to this interrogatory on the grounds that the request is irrelevant, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case. BellSouth itself knows the boundaries of its own wire centers better than Supra, but to the extent that there is a **single unit** of Integrated Digital Loop Carrier equipment deployed within the serving area of the wire center, the boundaries of the wire center are immaterial with respect to the area an ALEC may serve. Such area is defined by the boundaries of the carrier served area, and BellSouth heretofore has refused to supply Supra and/or the industry with the locations of, or boundaries reserved by each of the over 10,000 deployed remote terminals that would be responsive to this request. Only BellSouth itself has this information. As such, any answer provided by an ALEC to this question, whether using option 1 or option 2 to define area drastically over-inflates the area which BellSouth would, could and should declare if there was full disclosure of the aforementioned carrier served areas. Subject to that objection:



[REDACTED]

6.

[REDACTED]

7a. [REDACTED]

7(b) – 7(m). [REDACTED]

8. Supra objects to this interrogatory on the grounds that the request is immaterial, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case. BellSouth itself knows the boundaries of its own wire centers better than Supra, but to the extent that there is a **single unit** of Integrated Digital Loop Carrier equipment deployed within the serving area of the wire center, the boundaries of the wire center are immaterial with respect to the area an ALEC may serve. Such area is defined by the boundaries of the carrier served area, and BellSouth heretofore has refused to supply Supra and/or the industry with the locations of, or

boundaries reserved by each of the over 10,000 deployed remote terminals that would be responsive to this request. Only BellSouth itself has this information. As such, any answer provided by an ALEC to this question, whether using option 1 or option 2 to define area drastically over-inflates the area which BellSouth would, could and should declare if there was full disclosure of the aforementioned carrier served areas. Subject to that objection, the request is Not Applicable.

9. Not Applicable

10. Not Applicable

11. Supra objects to this interrogatory on the grounds that the request is immaterial, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case. BellSouth itself knows the boundaries of its own wire centers better than Supra, but to the extent that there is a **single unit** of Integrated Digital Loop Carrier equipment deployed within the serving area of the wire center, the boundaries of the wire center are immaterial with respect to the area an ALEC may serve. Such area is defined by the boundaries of the carrier served area, and BellSouth heretofore has refused to supply Supra and / or the industry with the locations of, or boundaries reserved by each of the over 10,000 deployed remote terminals that would be responsive to this request. Only BellSouth itself has this information. As such, any answer provided by an ALEC to this question, whether using option 1 or option 2 to define area drastically over-inflates the area which BellSouth would, could and should declare if there was full disclosure of the aforementioned carrier served areas.

12. Supra objects to this interrogatory on the grounds that the request is, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case. Further, while the FPSC requires similar information to be provided to the FPSC for compilation in the report on competition to the legislature, such disclosures have been (1) Limited to reporting on a rate center basis, not by wire center, and (2) such responses have enjoyed the protection of confidential information that has not been disclosed to BellSouth or other competitors. Furthermore, BellSouth itself has refused each and every Supra attempt to obtain this same level of detail since BellSouth decided to stop publishing this information in 1999. As such, BellSouth still refuses to supply this same information to Supra.

13. Supra objects to this interrogatory on the grounds that the request is immaterial, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case. Furthermore it would require the collection, compilation, calculation and reporting of data not normally used in the normal course of Supra's business

14(a) – 14(f). Not Applicable.

15.

(1) Supra objects on the grounds that this request is overly broad, unduly burdensome and trade secret.

(2) Supra objects on the grounds that this request is overly broad, unduly burdensome and trade secret.

(3) Supra has attempted to generate a business case in this regard, but has been unable to identify a single carrier willing to sell Supra Unbundled Local Switching Ports (or equivalent) at any price in the state of Florida.

(4) BellSouth is already in possession of such Documents from Arbitrations II witness and Hearing exhibits, and Arbitration V Expert Witness testimony and Discovery. As such the documents will not be reproduced here.

16. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome and trade secret. To the extent that BellSouth seeks specific financial, business or proprietary information regarding Supra's economic business model, Supra objects to providing or producing any such information on the grounds that those requests presume that the market entry analysis is contingent on Supra's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order. Notwithstanding the foregoing, this information has already been produced to BellSouth in Arbitration and bankruptcy proceedings.

17. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome and trade secret. To the extent that BellSouth seeks specific financial, business or proprietary information regarding Supra's economic business model, Supra objects to providing or producing any such information on the grounds that those requests presume that the market entry analysis is contingent on Supra's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order. Notwithstanding the foregoing, this information has already been produced to BellSouth in Arbitration and bankruptcy proceedings.

18. [REDACTED]

(a)-(f) Not Applicable.

19. Supra will supplement this answer.

20. All wire centers in all counties in all LATAs in BellSouth and Sprint territories in Florida.

21. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome not likely to lead to admissible evidence, and trade secret. Notwithstanding this information is contained within Supra's Florida Pricelist filed and approved by the FPSC and at www.stis.com.

22. [REDACTED]

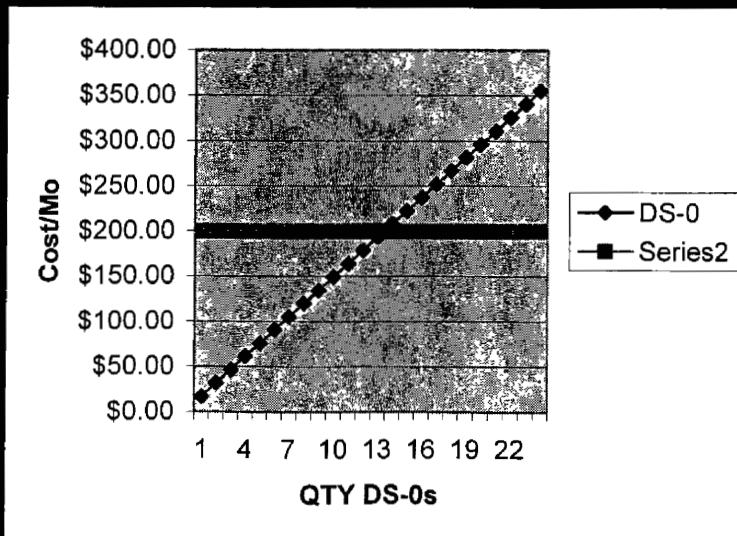
23. [REDACTED]

24. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome not likely to lead to admissible evidence, and trade secret. Notwithstanding this information is contained within Supra's Florida Pricelist filed and approved by the FPSC and at www.stis.com.

25. Supra objects to this question on the basis that it is vague and ambiguous, particularly so as to timeframe. Notwithstanding these objections, BellSouth already has this number in its possession.

26. – 39. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome, trade secret, would require massive collection and computation of data which Supra does not keep in the ordinary course of business, and in certain cases the requests are ambiguous and contradictory. In certain interrogatories, BellSouth seeks competitive information normally provided to this commission under seal, which Bellsouth is not allowed to see in those dockets, and should not be allowed to see in this one. To the extent that BellSouth seeks specific financial, business or proprietary information regarding Supra's economic business model, Supra objects to providing or producing any such information on the grounds that those requests presume that the market entry analysis is contingent on Supra's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order.

40. [REDACTED]



[REDACTED]

[REDACTED]

43. – 49. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome and trade secret. BellSouth's questions in this regard seek competitive advantage which has no relevance to the decisions to be made in this docket. To the extent that BellSouth seeks specific financial, business or proprietary information regarding Supra's economic business model, Supra objects to providing or producing any such information on the grounds that those requests presume that the market entry analysis is contingent on Supra's economic business model instead of the hypothetical business model contemplated by the Triennial Review Order.

[REDACTED] BellSouth does not make hot cuts, i.e. timely and coordinated cutovers within a limited and predictable timeframe. BellSouth does, however, cut over some of the many requests Supra sends it daily. [REDACTED]

[REDACTED]

[REDACTED]

51. Supra objects on the grounds that the request is irrelevant, overly broad, unduly burdensome, improperly directed to the results of Supra's legal research, and not calculated to lead to admissible evidence in this case, and would require the collection and computation of data not kept in the ordinary course of business, if in fact such data actually exists. Supra and BellSouth are currently litigating this issue before the FCC and this information, if deemed relevant by the FCC will be produced in that context. Notwithstanding, subject to this objection Supra offers the following responses.

- i. Order coordination was not used on the cited cuts.
- ii. N/A

iii. Fault of BellSouth. Communication to Supra Telecom advising of Missed Appointments had been a recurring problem, for no good reason. When notification of a missed appointment arrives after the due date, the customer's service is in jeopardy of not being able to receive or make calls. BellSouth has yet to offer a single believable reason as to why **any** appointment at the customer premise required to move a crossconnect from BellSouth's switch to Supra's switch.

iv. Yes. In fact Supra has filed suit before the FCC on this matter.

52. Supra has previously provided this information to Bellsouth in the Rocket Docket currently before the FCC, and reserves its right to supplement this answer as new information is discovered.

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54. The parties have had numerous telephonic conferences, a large meet-and-confer on March 5, 2003, and other face-to-face meetings that have led to the process currently in place. Supra is **not** pleased with the existing process, and notes that it is likely to be deemed effective for a **very small** CLEC with occasional cutovers, and low volumes per office. On the other hand, cutting over the first 28,000 of Supra's 300,000+ lines has proved to be a burden on BellSouth, its systems, its OSS and its staffing.

Additionally, BellSouth has in recent years moved away from "home run" copper to carrier served areas, running fiber optic cable out to remote terminals serving Integrated Digital Loop Carrier services ("IDLC"). BellSouth is particularly inadequately equipped or prepared to cutover such customers. At Supra's request BellSouth prepared a list of over 10 methods that could be more effectively employed than providing home run copper again. BellSouth has, to date, refused to implement its own suggestions to Supra in this regard, including the one approach approved by Supra.

Here again, the BellSouth systems are simply not adequate to serve a **successful** competitor. BellSouth suggested a backdoor interconnection for the Pembroke Pines facility to deal with the IDLC issue. The physical limitation imposed by Lucent is that no more than 128 customer per switch module can be converted in this fashion.

Supra has in excess of 25,500 customers in that office which Supra wants to have cutover to its own switch. BellSouth simply cannot accommodate that at this time, although they are technically capable of doing so, by their own admission.

Furthermore, due to manpower and OSS limitations, BellSouth seeks to limit cutovers to 300 per day, although they have yet to demonstrate their ability to get to **that** figure, it is simply not adequate to assume that 300,000 customers, growing at a rate of up to 20,000 per month, could be cutover at a rate of 300 per day (i.e. 9000 per month).

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59. Forty (40) in Golden Glades. Supra has requested the ability to 1000 or more in a single day, but BellSouth has limited Supra's ability to even get to 300 per day figure which BellSouth asserts it can support.

60. We are not aware that any other ILEC even has a batch cut process in the BellSouth Florida region.

61. Please refer to answer to Interrogatory #60.

62. No, not at the current time. Supra reserves its rights to supplement its answer as the various states address their respective TRO proceedings.

63. No, not at the current time. Supra reserves its rights to supplement its answer as the various states address their respective TRO proceedings.

64. Verizon of New York.

65. To be supplemented.

66. To be supplemented.

67. To be supplemented.

68. Non-coordinated for most lines.

69. Currently, CFA is used within the Access Service Request arena only.

70. Supra objects on the grounds that the request is irrelevant, immaterial, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case.

71. Supra has requested the ability to cut 3000 – 5000 lines per day consistent with the current rate at which UNE-P customers have recently been converted to Supra (~3K per day) factored up to the expected level of such conversion (5K) over the next year. We believe 100 lines per batch per central office is reasonable based on the time studies provided to the FCC by Verizon New York and SBC (Texas).

72. Supra has previously provided this information to Bellsouth in the Rocket Docket currently before the FCC. Supra reserves its right to supplement such information in response to new information.

73. Refer to answer to Interrogatory #72.

74. Refer to answer to Interrogatory #72.

75. Supra objects on the grounds that the request of such complaints, based upon facts that were true at the time, are now immaterial, overly broad, unduly burdensome, and not calculated to lead to admissible evidence in this case.

76. See answer to Interrogatory #71 and #54 as basis. As this proceeding is considering a series of changes to the UNE-P platform/Process, it is Supra's contention that nothing short of the performance Supra has documented in the UNE-P conversion process is acceptable. As such figures of 20,000 lines per month per ALEC, and 3-5k Lines per day, per ALEC should be considered absolute minimum capacity. To have less than this presents an unacceptable burden to competition, leads to customer dissatisfaction as compared to UNE-P or BellSouth retail performance which cannot be alleviated by explanation of the technical and regulatory issues that led to the customer getting less than they bargained for. In such a circumstance BellSouth wins by its incompetence.

77. The Florida commission should not consider **any** facts for multiple line migrations other than those considered for single line migrations and BellSouth retail to UNE-P conversions. Any other practice would be discriminatory.

In that regard, this commission should consider BellSouth's ability to provision new lines to its own customers and to win-back ALEC customers as a benchmark of what Bellsouth could and should be expected to provide relative to ALEC conversion orders.

78. For UNE-P to UNE-L conversions, the lesser of 48 hours, or the proven intervals for new service establishment of BellSouth retail customers that BellSouth provides to itself.

79. The TELRIC non-recurring rate for a UNE loop established by this commission is \$49.57¹, for the port \$3.74². Yet the commission properly excluded duplicative and avoided costs in reducing the combined \$53.31 to \$0.102 (10.2 cents) when converting an in-service

¹ PSC-01-2051-FOF-TP

² And more depending on port type.

BellSouth retail line to ALEC UNE-P. BellSouth is currently seeking nearly \$70.00 in Non-recurring charges from Supra for **each** UNE-P to UNE-L conversion. Supra's current contract contains language that prohibits BellSouth from charging **anything** to convert from UNE-P to UNE-L and is litigating this right before the FCC. However absent such language, Supra believe a proper TELRIC analysis should result in a charge between \$2 - \$3 per line.

80. Supra has not formulated an opinion responsive to this interrogatory at this time.
81. Supra has not formulated an opinion responsive to this interrogatory at this time.
82. Supra objects on the grounds that the request is overly broad, unduly burdensome improperly directed to the results of Supra's legal research. Subject to that objection, yes.
83. Supra objects on the grounds that the request is overly broad, unduly burdensome improperly directed to the results of Supra's legal research. Subject to that objection, Yes.
84. The FCC has long used a count of 5 (or 6) lines as its definition of the "consumer" market and/or "mass Market" customers characteristics. Supra was quite surprised when in the UNE remand order, the FCC did not use this number, but instead used 4 lines. Supra believes that customers encompassed by the FCC's "consumer" or "mass Market" should not be subdivided and any "cutoff", if one is actually proscribed by the FPSC should be consistent with the FCC's own market / customer designations.