

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Supra
Telecommunications & Information
Systems against BellSouth
Telecommunications, Inc. for
violation of the
Telecommunications Act of 1996;
petition for resolution of
disputes as to implementation
and interpretation of
interconnection, resale and
collocation agreements; and
petition for emergency relief.

DOCKET NO. 980119-TP
ORDER NO. PSC-98-1001-FOF-TP
ISSUED: July 22, 1998

The following Commissioners participated in the disposition of
this matter:

J. TERRY DEASON
JOE GARCIA
E. LEON JACOBS, JR.

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On behalf of Commission staff.

DOCUMENT NUMBER-DATE

07707 JUL 22 88

FPSC-RECORDS/REPORTING

FINAL ORDER ON COMPLAINT

BY THE COMMISSION:

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Acronyms

AFIG	Assignment Facilities Inventory Group
ALEC	Alternative Local Exchange Carrier
ASR	Access Service Requests
BAPCO	BellSouth Advertising and Publishing Company
BOC	Bell Operating Companies
CABS	Carrier Access Billing System
CLLI	Common Language Location Identifier
CLUB	Customized Large User Bill
CO	Central Office
CPG	Circuit Provisioning Group
CRIS	Customer Records Information System
DAML	Digital Additional Main Line
DA	Directory Assistance
DAB	Diskette Analyzer Bill
DLC	Digital Loop Carrier
DOE	Direct Order Entry
DSX	Digital signal cross-connect
EDI	Electronic Data Interchange
EXACT	Exchange Access Control and Tracking System
FCC	Federal Communications Commission
FOC	Firm Order Confirmation

FUEL	Field Identifier, USOC, and Edit Library
ILEC	Incumbent Local Exchange Carrier
IXC	Interexchange Carrier
LCSC	Local Carrier Service Center
LENS	Local Exchange Navigation System
LEO	Local Exchange Ordering
LESOG	Local Exchange Service Order Generator
LMOS	Loop Maintenance Operation System
NID	Network Interface Device
OSS	Operational Support Systems
PBX	Private Branch Exchange
PIC	Preferred Interexchange Carrier
RCF	Remote Call Forwarding
RNS	Regional Negotiation System
RSAG	Regional Street Address Guide
SME	Subject Matter Expert
SOLAR	Service Order Layout Assembly Routine
SONGS	Service Order Negotiation System
TAFI	Trouble Analysis Facilitation Interface
TSLRIC	Total Service Long Run Incremental Cost

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UNE	Unbundled Network Element
USOA	Uniform System of Accounts
USOC	Uniform Service Order Code

I. CASE BACKGROUND

On January 23, 1998, Supra Telecommunications and Information Systems (Supra) filed a Complaint against BellSouth Telecommunications, Inc. (BellSouth) for alleged violations of the Telecommunications Act of 1996 (Act) and Petition for resolution of certain disputes between BellSouth and Supra regarding interpretation of the Interconnection, Resale, and Collocation Agreements between Supra and BellSouth (Petition). On February 16, 1998, BellSouth filed its Answer and Response to Supra's Petition. On April 30, 1998, we held a hearing to receive testimony and evidence regarding Supra's complaint. Our determination on this matter is set forth herein.

Our determination is structured in the following manner. In Section II, we address whether or not BellSouth has failed to properly implement certain provisions of its Interconnection, Collocation and Resale agreements with Supra so that Supra is unable to provide local exchange service on parity with that which BellSouth provides to its own retail customers. Section III is our determination on whether or not BellSouth has provided Supra adequate written information and support for Supra to provide local exchange service on parity with BellSouth. In Section IV of this Order, we address whether BellSouth has acted appropriately in its billing of Supra and whether Supra timely paid its bills to BellSouth. Section V is our discussion of the application of portions of BellSouth's General Subscriber Services Tariff to Supra, and Section VI addresses whether or not BellSouth has responded appropriately to consumer queries regarding Supra. In Section VII, we discuss the appropriate relief in this matter. In Section VIII, we conclude our determination.

II. IMPLEMENTATION OF AGREEMENT PROVISIONS

In this section, we address whether or not BellSouth has properly implemented certain provisions of its Interconnection, Collocation and Resale agreements with Supra, so that Supra can provide local exchange service at parity with that which BellSouth provides to its own retail customers. We address each problem identified by Supra as set forth below.

A. BILLING REQUIREMENTS

1. Billing Address Information

Supra's witness Ramos asserted that BellSouth has failed to implement the billing provisions of the Interconnection agreement in a manner that would allow Supra to provide local exchange service at parity with BellSouth. Witness Ramos stated that BellSouth provides Supra with billing information in the Customized Large User Bill (CLUB) billing format. According to witness Ramos, CLUB bills were designed to provide bill information to corporate customers ". . . with many lines subordinate to one main line." See Transcript at p. 21. Witness Ramos stated that CLUB bills were not designed to meet the needs of ALECs, nor was the Diskette Analyzer Bill (DAB), which provides Supra with additional billing information and customized reports. Witness Ramos asserted that the DAB bill only provides the customer's street address, and fails to provide Supra with the additional information that it needs to enable it to bill its customers. Witness Ramos further asserted that Supra needs information regarding the customer's complete service address, which would include the customer's name, city, state, and zip code, as well as the customer's street address.

Witness Ramos argued that BellSouth is able to provide the complete service address, because BellSouth retains the information in its database. Nevertheless, BellSouth has chosen to deny Supra access to the information by encrypting and hiding it, argued witness Ramos. In addition, witness Ramos alleged that when a customer changes his or her local phone service to Supra, BellSouth removes the customer's billing address information and replaces it with Supra's address. Thus, argued the witness, BellSouth's billing system treats Supra as the single billable customer, which prevents Supra from receiving adequate billing information about its customers.

BellSouth's witness Scollard stated that BellSouth has provided billing information to Supra in accordance with the Interconnection and Resale agreements. Witness Scollard stated that regarding resold services, BellSouth established an "accounts receivable" master account for Supra when the initial service was ordered by Supra, as called for in Attachment 7, Section 1.2 of the parties' Interconnection Agreement. Witness Scollard asserted that Supra, therefore, became the customer of record for all facilities and services ordered from BellSouth once Supra began reselling services to its end users. According to witness Scollard, this

means that the responsibility shifts to Supra to determine where the bill should be sent. Witness Scollard added that because Supra is the billed party, BellSouth uses Supra's address as the billing address.

Witness Scollard also denied Supra's allegation that BellSouth encrypts or hides the customer's complete service address from Supra. The witness asserted that when a customer switches from BellSouth to another local service provider, an order is processed through the Customer Records Information System (CRIS). Witness Scollard further asserted that BellSouth only changes the data items that are required in order to provide billing. Thus, the information is not changed, because BellSouth no longer uses the end user's billing address. Witness Scollard also argued that the end user billing address is not necessary to provide billing to Supra; thus, this information is not "picked up" by the billing system. In addition, the witness stated that the information that is not garnered by the system is an avoided cost for resale. As such, BellSouth does not provide this information to any ALEC. Furthermore, witness Scollard asserted that Supra has access to the end user's billing address through the Customer Service Record (CSR), or it can ask the end user where they would like the bill sent when the customer is arranging for service with Supra.

DETERMINATION

As stated by BellSouth's witness Scollard, Section 1.2 of Attachment 7 of the Interconnection agreement between the parties provides that BellSouth will establish an "accounts receivable" master account for Supra for resold services. Supra did not assert that BellSouth has failed to establish such accounts in accordance with the agreement. Instead, Supra argued that BellSouth should not bill Supra as the single billable customer. We find, therefore, that BellSouth has appropriately applied this section of its agreement with Supra based upon the testimony and the plain language of the Interconnection agreement.

In addition, the Resale Agreement at Section VII K provides that:

The Company will not perform billing and collection services for Reseller as a result of execution of this Agreement.

Based upon the plain language of this section, we believe that it is Supra's responsibility under the agreement to determine where its customers want their bills sent. We note witness Ramos's statement that when Supra's customer service representatives sign up a new customer they verify the customer's name, billing address, address where service will be rendered, and the customer's telephone number. As BellSouth's witness Stacy testified, the Customer Service Record includes the customer's billing address, account number, service address, and every service and feature that the customer had in service as a BellSouth retail customer. Based upon the witnesses' testimony and the evidence presented, we believe that Supra has the ability to gather and verify its customers' billing information in substantially the same manner that BellSouth verifies its customers' billing information.

We do, however, find that BellSouth has been providing Supra with bills in the CLUB billing format contrary to the Interconnection Agreement. Section 1.1 of Attachment 7 provides that:

. . . BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular services that Supra Telecommunications and Information Systems, Inc. requests.

The record demonstrates that BellSouth has provided Supra with billing information through CRIS, but that BellSouth is providing Supra with CLUB bills instead of CABS bills, which are required by the Interconnection agreement. Neither party explained this discrepancy. There is insufficient evidence in the record to determine whether or not CABS-formatted bills would be more beneficial to Supra, but the Interconnection agreement clearly provides that CABS is the required format. Therefore, we shall require BellSouth to provide Supra with CABS-formatted bills, instead of CLUB-formatted bills. If the parties wish to use CLUB billing, they should seek to amend their Interconnection Agreement.

2. Billing Detail

Witness Ramos stated that Supra needs the DAB to identify taxes and certain monthly charges, such as Emergency 911, for each customer account number in addition to requiring the complete service address of each of its end users. According to the witness, the DAB bill Supra receives aggregates these monthly

charges in the main billing account. Supra needs this information, however, for each customer account number, so that it can provide a detailed, itemized bill to its customers.

BellSouth's witness Scollard stated that the billing information is available from BellSouth that Supra needs to substantiate the charges it is being billed by BellSouth and to identify which account is being charged. Witness Scollard also stated that the billing information provided through CLUB, DAB and other billing options, such as the Daily Usage File, combined with additional data that Supra maintains about its own end users, allows Supra to support its end users "in substantially the same manner that BellSouth supports its own retail customers." See Transcript at p. 440, 441. Witness Scollard stated, however, that Supra has not requested the Daily Usage Files from BellSouth, as required by the Interconnection Agreement in Attachment 7, Section 3.1. According to BellSouth's witness, the Daily Usage File service would provide Supra with records detailing billable events by its end users. Witness Scollard further asserted that the billing functions about which Supra complains are functions that Supra should perform itself.

According to witness Scollard, CLUB bills are offered to ALECs as well as to BellSouth's retail customers. Witness Scollard stated that CLUB bills provide the billing capability to "sort billed charges in a number of different levels and options." See Transcript at p. 441. Witness Scollard stated that CLUB bills allow Supra to customize this information to meet its own billing requirements. In addition, witness Scollard asserted that Supra has been provided with DAB bills, which provide address information to Supra in the exact same way the information is provided to BellSouth's retail DAB users. Witness Scollard states that DAB allows a customer to produce customized reports, to look at information, and to summarize various billed charges to a number of different levels. BellSouth's witness added that Supra can download the information from DAB to a number of spreadsheets or database applications to integrate billing data with Supra's own systems. In addition, witness Scollard rejected Supra's allegation that bulk-billed items, such as Emergency 911, are billed at a greater level of detail to BellSouth's retail customers than to ALECs through DAB. According to witness Scollard, DAB provides the same level of detail for all customers.

DETERMINATION

Upon consideration of the evidence and arguments presented, we find that BellSouth has provided or made available the billing information necessary to enable Supra to substantiate the charges BellSouth bills Supra and to identify which account is being charged. We found persuasive the statements of witness Scollard that the DAB provides Supra with the exact same level of billing detail that BellSouth's retail customers receive, and that the information may be downloaded so that Supra can integrate this billing information with its own billing systems.

Furthermore, Attachment 7, Section 3.1 of the Interconnection Agreement provides that:

Upon request from Supra Telecommunications and Information Systems, Inc., BellSouth will provide Daily Usage File service to Supra Telecommunications and Information Systems, Inc. pursuant to the rates, terms and conditions set forth in this section.

In addition, Attachment 7, Section 3.3 provides that:

The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System...

Further, Section 3.4 provides that:

The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

BellSouth's witness indicated that Supra has not requested the Daily Usage File service from BellSouth in accordance with the Agreement. Supra offered no evidence to the contrary. The evidence presented indicates to us that the Daily Usage File would provide Supra with the information that it needs in order to bill for its end user's billable events. Therefore, based on the evidence and the arguments presented, we find that BellSouth has provided Supra with an appropriate level of billing detail, as required by the parties' Interconnection Agreement.

3. USOC Codes

Witness Ramos asserted that BellSouth has not provided Supra with adequate information regarding USOC (Uniform Service Order Code) codes. Witness Ramos stated that each BellSouth feature and service has a USOC code, some of which BellSouth must discount. Witness Ramos also stated that BellSouth has not provided Supra with adequate information regarding which USOC codes are discounted and which are not. Witness Ramos argued that being able to determine whether or not a USOC code is discounted or not is critical to Supra being able to accurately bill its customers.

BellSouth's witness Stacy stated that Supra has been provided with adequate information regarding USOC codes. Witness Stacy asserted, and witness Ramos agreed, that BellSouth has provided Supra with a USOC manual, and with a Local Exchange Ordering Guide, which contain USOC code information. In addition, witness Stacy stated, that the USOCs are posted on BellSouth's Interconnection Services Web Page, and are contained in BellSouth's Florida tariffs. Witness Ramos also agreed with this assertion. Witness Stacy contended, therefore, that BellSouth has provided Supra with sufficient information regarding USOC codes.

DETERMINATION

Upon consideration, we find that BellSouth has provided Supra with several sources that contain USOC codes. We do, however, believe that it is also appropriate to require BellSouth to identify which USOC codes are discounted and which ones are not. We believe that this will enable Supra to accurately bill its end users. In addition, to the extent that BellSouth's electronic interfaces provide information or automatically populate fields with USOC codes, this capability shall be provided through the ordering interfaces available to Supra, in accordance with the parity provision in the parties' agreement.

4. Billing Support

Witness Ramos also stated that BellSouth employees have not adequately assisted Supra with its billing problems. Witness Ramos asserted that BellSouth employees have either been unresponsive to billing questions, or have taken a long time to respond to Supra's questions. Witness Ramos also alleged that BellSouth customer service representatives have told Supra customers that they did not have to pay their Supra bills if they disputed the billing amounts.

In addition, witness Ramos stated that Supra was unable to accurately and timely bill its customers, because it was experiencing billing problems. Thus, Witness Ramos stated that some of its customers forgot that they had signed up for local service with Supra, because Supra's bills were late. The witness asserted that when customers contacted BellSouth asking why they had not received a bill, BellSouth employees told Supra customers that they should file a complaint with the Public Service Commission against Supra. Witness Ramos stated that Supra has asked that we order BellSouth to "stop advising Supra customers to file complaints against Supra at the Florida Public Service Commission." Transcript at page 49.

BellSouth's witness Scollard denied that BellSouth's employees had acted inappropriately or failed to be responsive to Supra's billing needs. Witness Scollard stated that BellSouth's employees have gone "above and beyond the call of duty" to work with Supra on its billing issues. BellSouth's witness stated that BellSouth's employees have worked with Supra's programming staff to answer their questions regarding the options Supra has considered. Witness Scollard stated that towards the end of the year BellSouth's employees were working with Supra and its vendors on almost a daily basis to work out billing details and questions. In addition, witness Scollard stated that when answers have not been readily available, BellSouth has, and will continue to be, "committed to quickly finding the answers." Transcript at p. 447. The witness added that BellSouth is not sure whether anything will satisfy Supra other than BellSouth directly billing Supra's end users, but noted that Section VII K of the resale agreement specifically states that BellSouth will not perform billing and collection services for Supra.

DETERMINATION

Based on the evidence in the record and the arguments presented, we find that BellSouth has been properly responsive to Supra's billing questions. In addition, we do not find sufficient evidence in the record to support Supra's allegation that BellSouth's employees told Supra customers to contact the Public Service Commission regarding billing problems with Supra. We do, however, agree with Supra's assertions that BellSouth should inform Supra's end users to contact Supra in the event that a Supra customer contacts BellSouth regarding billing problems however, if the customer is unable to work out its differences with Supra, nothing precludes that customer from contacting us. Furthermore,

we emphasize that in cases where BellSouth is contacted by Supra customers regarding billing complaints against Supra, BellSouth must direct the customer to Supra. Again, this does not preclude the customer from filing a complaint with us.

B. TELEPHONE NUMBER ACCESS

Supra's witness Ramos stated that BellSouth has not provided telephone number availability to Supra at parity with that which BellSouth provides to itself. Witness Ramos referred to Paragraph 1 of Attachment 5 of the Interconnection Agreement, which states:

BellSouth will ensure that Supra Telecommunications & Information Systems, Inc., whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers.

Supra's witness also stated that BellSouth's Resale and Ordering Guide allows ALECs to reserve a maximum of 100 telephone numbers per Common Language Location Identifier (CLLI) code. Witness Ramos did assert, however, that in October 1997, Supra faxed an order for 100 telephone numbers for each of approximately 57 CLLIs, which BellSouth rejected, stating that Supra could not reserve 100 telephone numbers per CLLI code.

According to BellSouth's witness Stacy, BellSouth removed the 100 number telephone number reservation limit per Central Office on January 15, 1998. Thus, witness Stacy asserted that Supra's complaint on this point no longer has a basis.

Supra's witness Ramos also stated that LENS only allows ALECs to reserve six telephone numbers per order. The witness asserted that Supra has had to wait long periods of time to give a new customer a telephone number as a result of this restriction. Further, witness Ramos stated that, in some instances, the numbers that LENS displayed as available were already assigned by BellSouth to its retail customers.

BellSouth's witness Milner argued that, contrary to Supra's allegations, BellSouth has provided Supra with access to telephone numbers at parity with itself. Witness Milner stated that LENS accesses the same data base that its retail representatives' systems access. Witness Milner asserted that BellSouth has, therefore, provided ALECs with electronic availability to telephone

numbers at parity with what BellSouth provides itself. We did, however, find some conflict with this statement by witness Milner and witness Stacy's admission that BellSouth's ordering systems do not have the six telephone number limitation currently found in LENS.

DETERMINATION

Based upon the evidence, it appears to us that BellSouth has removed the 100 number telephone number restriction per Central Office that it placed on ALECs. We note, however, for reference purposes only that by Order No. PSC-97-1459-FOF-TL, in Docket No. 960786-TL, we found that BellSouth had failed to provide ALECs with the ability to reserve the same number of telephone numbers through LENS as BellSouth can through its ordering interface called the Regional Negotiation System (RNS). RNS allows BellSouth's customer service representatives to reserve up to 25 numbers, while LENS only allows Supra, and all ALECs, to reserve a maximum of 6 numbers. See Order No. PSC-97-1459-FOF-TL at pages 79, 82-83. BellSouth's RNS system also automatically assigns a telephone number to an end user when the customer's address is validated. Again, we note for reference purposes that this is a capability that we believe that BellSouth must provide to ALECs at the same level that it provides it to itself. See Order No. PSC-97-1459-FOF-TL at pages 82-83. The Interconnection Agreement between the parties also includes language that BellSouth will provide "nondiscriminatory access to telephone numbers." Thus, in accordance with the agreement between the parties, we shall require BellSouth to correct the deficiencies in LENS identified herein, which prevent Supra from receiving nondiscriminatory access to telephone numbers.

C. PROVISION OF DIAL TONE

Supra's witness Reinke stated that on several occasions BellSouth failed to provide Supra with dial tone. Specifically, witness Reinke cited two instances where Supra experienced such problems. According to witness Reinke the first time Supra lost dial tone was on October 31, 1997, the day before Supra was scheduled to move its corporate headquarters from Coral Gables to Miami. In order to assure continual service at both locations, Supra requested dual service from BellSouth. Dual service is a service offering that supplies the same dial tone concurrently to two different addresses served from the same wire center for a limited period of time. On October 31, 1997, Supra realized that it did not have phone service at its Coral Gables location. As a

result, the scheduled move was canceled. Witness Reinke added that service was not restored until November 3, 1997.

Witness Reinke stated that the second time Supra lost dial tone was on November 16, 1997. According to witness Reinke, the relocation of Supra's corporate headquarters was rescheduled for November 18 and 19, 1997. He stated that dual service was again requested. On November 16, 1997, however, Supra's service was not working at either location. Witness Reinke stated that on November 18, 1997, BellSouth was able to get one line out of 24 working at Supra's Miami office, but that it took until November 20, 1997, to get all of Supra's lines working. The witness stated that having uninterrupted service is critical so that Supra's customers can reach the company in the event that service problems occur. Witness Reinke indicated that no Supra end user customers were affected. We note that the witness also stated that Supra does not believe that BellSouth intentionally caused the loss of dial tone.

BellSouth's witness Milner stated that BellSouth did disconnect Supra's service in error on October 31, 1997, and that BellSouth restored Supra's service on November 3, 1997. Witness Milner stated that a BellSouth service representative failed to properly coordinate the order for Supra's move to its new location. Witness Milner stated, however, that BellSouth is not aware of the loss of dial tone experienced by Supra on November 16, 1997. Witness Milner stated that Supra did not report this problem to BellSouth. According to witness Milner, Supra did report trouble on its lines on November 13, 1997. Witness Milner asserted that BellSouth's investigation revealed that a trouble condition in BellSouth's central office was cleared on November 14, 1997. The problem identified was with the central office common equipment, which serves many, and sometimes all, of the customers served by the central office. Witness Milner stated that BellSouth was unable to determine if this problem contributed to Supra's reported trouble. He added that even if it did, the problem was not an interconnection problem. Witness Milner stated that the problem was restricted to Supra's own telephone service; it did not affect the service of any Supra customers.

DETERMINATION

Based on the evidence, BellSouth caused a loss of dial tone to Supra on November 3, 1997. There is no evidence that this outage was caused intentionally. The evidence does indicate that Supra's customers were not affected by the loss of dial tone on November 3,

1997. As for the reason dial tone was lost on November 16, 1997, we find that the evidence in the record is inconclusive. It does appear to us that Supra's end user customers were not affected. We find, therefore, that BellSouth has not violated its interconnection agreement with Supra on this point. We note that Supra has not requested any specific relief with regard to this issue. The evidence leads us to believe that the problem identified by Supra occurred only in certain isolated instances and that it did not relate to the interconnection agreement between the parties. Therefore, we shall not take action on this issue at this time. If in the future Supra continues to experience a loss of dial tone caused by BellSouth, Supra may petition us for relief.

D. ELECTRONIC ACCESS TO OSS AND OSS INTERFACES

Supra's witness Ramos stated that BellSouth has failed to provide ordering and provisioning to Supra at parity with that which BellSouth provides to itself. Witness Ramos stated that the reason for this is that the electronic interfaces that BellSouth has made available to Supra do not provide Supra acceptable access to BellSouth's operational support systems (OSS). We have separated the specific problems into categories. Each category is addressed separately below.

1. Manual Ordering

Supra's witness Reinke alleged that BellSouth has demanded that Supra manually fax its orders to BellSouth. Witness Reinke stated that by refusing to allow Supra to interface electronically with its OSS systems, BellSouth has caused Supra "endless trouble." Transcript at page 159. In addition, witnesses Reinke and Ramos both stated that BellSouth frequently lost orders that Supra faxed to BellSouth. Supra's witness Ramos added that in some cases orders for new service have been delayed for twelve to thirteen days. Witness Ramos attributed this problem to the fact that LENS will not accept orders for more than six lines at one time. According to witness Ramos, Supra was never told that this limitation existed in LENS. In addition, witness Ramos stated that many of the orders Supra initially placed through LENS were for PBX and Centrex services that contained more than six lines. Witness Ramos stated that Supra did not know that PBX and Centrex orders must be submitted manually to BellSouth. Witness Ramos asserted that, as a result, Supra lost a number of business customers while orders awaited processing in BellSouth's system.

BellSouth's witness Stacy argued that BellSouth has not required Supra to manually fax all of its orders to BellSouth. Witness Stacy asserted that LENS and EDI allow ALECs to order 34 products and services, including over 200 variations, electronically. Witness Stacy conceded that all other products and services must be ordered manually. Witness Stacy indicated, however, that the products and services that must be ordered manually by ALECs, must also be handled manually by BellSouth. In addition, BellSouth's witness Milner stated that BellSouth has provided Supra with access to BellSouth's OSS systems through many different electronic interfaces. Witness Milner asserted that BellSouth has provided Supra with an adequate interface for pre-ordering, ordering, and provisioning, as evidenced by Supra's the frequency and amount that Supra has used LENS. According to witness Milner, Supra submitted 2,046 Local Service Requests through LENS from August 1997 through January 1998.

In response to Supra's allegation that BellSouth has continually lost Supra's orders, witness Milner admitted that prior to October 1997, there was a problem with some faxed Local Service Requests (LSR) being lost. The witness asserted, however, that in October 1997, BellSouth installed a fax server at the Local Carrier Service Center (LCSC), which will reduce the possibility of lost LSRs. According to BellSouth's witness Stacy, BellSouth's fax server has a 95% completion rate for faxes. Witness Stacy asserts that the problem indicated by Supra is, therefore, no longer a problem. In addition, witness Stacy stated that Supra was aware that LENS cannot support more than 6 lines per order. Witness Stacy asserted that Supra employees were informed of this limitation during LENS training classes in July 1997 and November 1997, as well as through the LENS User Guide, which was provided to Supra. Furthermore, witness Stacy indicated that although LENS does not accept orders for PBX trunks, EDI can accept orders for more than 6 lines and has been used by Supra. Witness Stacy added that Centrex orders must be handled manually for BellSouth and ALECs.

DETERMINATION

Upon consideration of the evidence, we find that the evidence does not support Supra's claim that BellSouth has required Supra to manually fax all of its orders. Witness Ramos admitted that Supra has access to LENS and EDI. He also conceded that neither one of these electronic interfaces require Supra to fax orders. Witness Hamilton indicated, however, that one of Supra's employees has had trouble using EDI to process orders. Supra did not identify what

problems were experienced. In addition, BellSouth stated that Supra has submitted over 2,000 orders through LENS. Supra did not dispute this assertion.

With regard to Supra's allegation that BellSouth has lost orders, BellSouth admitted that prior to installing a fax server in October 1997, lost orders were a problem. Nevertheless, it appears to us that BellSouth has taken appropriate steps to minimize this problem. Finally, we find that Supra was adequately informed of the limitation that LENS cannot support more than 6 lines per order. Nevertheless, as we have previously discussed herein, we find that BellSouth shall be required to modify LENS to give Supra the same ordering capability that BellSouth's RNS system provides itself in order to comply with the parity provision in the parties' agreement.

2. Address Validation

Regarding addresses, Supra's witness Hamilton stated that Supra has no way to determine immediately whether there is working telephone service at a particular address. Witness Hamilton stated that Supra discovered this problem after Supra placed an order with BellSouth for an end user that had moved into an apartment whose previous tenant had abandoned his phone service. Witness Hamilton asserted that although the address was a valid address in LENS, BellSouth refused to process the order, because there was working service in another name and the service was non-published. Witness Hamilton stated that he was informed by BellSouth that the owner of the telephone service, who abandoned the service, would have to call BellSouth's business office and have the service disconnected. According to witness Hamilton, when BellSouth encounters this type of situation, it contacts the leasing office to verify that the previous renter has indeed moved out. If the renter has moved out, then BellSouth disconnects the abandoned service and installs service for its new customer.

Witness Hamilton further argued that after Supra validates a customer's address through LENS, Supra has to submit its order to BellSouth. Witness Hamilton asserted that it then takes 48 hours for BellSouth to process the order before Supra is informed if there is working telephone service at the address. Witness Hamilton argued that BellSouth's OSS systems allow BellSouth to immediately determine if phone service is working at a particular address. Thus, witness Hamilton argues, Supra wants BellSouth to provide it with this capability.

BellSouth's witness Stacy stated that BellSouth has met its requirements to provide Supra with access to pre-ordering information through both LENS and EC-Lite. Witness Stacy stated that both of these pre-ordering interfaces provide Supra with the required pre-ordering access to the Regional Street Address Guide (RSAG). Witness Stacy asserted that LENS and EC-Lite provide Supra with access to the same RSAG database used by BellSouth, and, thus, the exact same information in RSAG that RNS accesses to validate addresses. Witness Stacy argued that these interfaces provide Supra with the exact same address checking capabilities and access to RSAG that RNS provides to BellSouth. In addition, witness Stacy contended that BellSouth has provided Supra, and all ALECs, access to Quick Serve through LENS. Witness Stacy noted that Quick Serve is a service offering that was initiated for living units that have a fairly high occupancy turnover rate, such as apartments. Witness Stacy also stated that under the Quick Serve process, dial tone and access to 911 remain with the residential line. If a new occupant attempts to make any calls besides a call to 911, witness Stacy explained that the individual will get an announcement that informs him or her that service is not available on the line at this time, and that they should contact their local service provider to establish service. According to BellSouth, if an ALEC chooses Quick Serve in LENS, and submits the order through LENS or EDI before 3:00 p.m., then service will be furnished the same day.

DETERMINATION

Upon consideration, we find that BellSouth has provided Supra with substantially the same capability that BellSouth possesses to determine the validity of an address. The record is, however, inadequate for us to determine whether BellSouth has any additional capabilities or processes for verifying whether an end user has abandoned service. We emphasize, however, that if other practices exist by which BellSouth validates addresses, nothing precludes Supra from doing the same for itself. In addition, we note that Supra's witness Hamilton stated that Supra is unable to reserve telephone numbers for Remote Call Forwarding (RCF) service, but that BellSouth did not address this problem at the hearing.

Upon consideration of the evidence in the record, we shall require BellSouth either to provide Supra with the addresses of all of BellSouth's central offices, or BellSouth shall work with Supra to find some other mutually agreeable solution to this problem.

3. Insufficient Ordering Capabilities

Witness Hamilton asserted that LENS does not provide prompts for USOC codes, feature details, or service and customer information requirements, nor does it have the capability to allow Supra to supplement an order once it has been submitted via LENS. He stated that BellSouth's electronic ordering systems provide BellSouth's customer service representatives with access to all customer information, and its ordering systems provide prompts for all "critical information," such as USOC codes. Witness Hamilton asserted that LENS does not, however, provide Supra with such capability. In addition, witness Hamilton contended that BellSouth's electronic ordering systems will not allow an order to flow downstream from the customer service representative if an error is present. The witness stated that if an error is made by its customer service representative, Supra will not learn of this error until BellSouth processes the order. Witness Hamilton asserted that in such a case, BellSouth will send Supra a clarification form, which states that an error has been made and that a corrected order must be resubmitted. Witness Hamilton also asserted that the correction must be handled manually, because it is an update to an existing order. This, he argued, makes it impossible for Supra to provide reliable, timely service to its customers. Witness Hamilton further asserted that BellSouth has not given Supra any reason for not allowing it to supplement an order that has been submitted through LENS.

BellSouth's witness Stacy asserted that LENS provides ALECs with the same access to USOC codes, through the same database, that BellSouth's customer service representatives have. Witness Stacy stated that LENS provides direct access to a list of the valid USOC codes in each central office by central office code. The only difference, according to witness Stacy, is in the format of the information provided; the information is exactly the same. In addition, witness Stacy stated that ALECs can supplement their electronic orders. According to witness Stacy, BellSouth added this capability to EDI in April 1997, and to LENS on March 16, 1998. Witness Stacy asserted that this capability alleviates the problem of ALECs having to submit supplemental orders to BellSouth manually. Witness Stacy further asserted that if an order containing an error is submitted through either LENS or EDI, an error code is attached to the order and electronically sent back to the ALEC. Witness Stacy noted that the error codes are self-explanatory, so that ALECs do not have to make the correction with manual assistance.

DETERMINATION

Although BellSouth has indicated that LENS provides Supra with the same USOC code information that it provides to itself through RNS, witness Stacy did state that the information is provided in a different format. The record is unclear as to the exact format that USOC code information is provided to BellSouth customer service representatives. To the extent, however, that USOC code fields are automatically populated in RNS, BellSouth shall provide this same capability in LENS and EDI. We note that Supra does not explain what feature details and service and customer information prompts it needs. Therefore, there is insufficient evidence to require that BellSouth provide this information differently than it currently does.

Furthermore, upon consideration, we find that BellSouth has appropriately addressed Supra's concerns regarding supplementing orders by adding the capability to supplement orders electronically in both LENS and EDI. We do, however, note that Supra contended that BellSouth's ALEC ordering systems do not provide the same online edit checking capability that BellSouth's retail ordering systems provide. We believe the same interaction and edit checking capability must take place when an ALEC is working an order as when BellSouth's retail ordering systems interact with BellSouth's FUEL and Solar databases to check the accuracy of BellSouth's orders. Based upon the evidence, it does not appear that this interaction currently takes place in a manner that gives Supra adequate online edit checking ability.

4. Access to OSS Interfaces

Supra's witness Reinke stated that unless Supra is allowed electronic access to BellSouth's OSS systems, Supra will not be able to provide service at parity with BellSouth. Witness Ramos also asserted that LENS does not allow Supra to provide service at parity with BellSouth. Witness Ramos further emphasized that Supra requires access to the very same interfaces that BellSouth uses for its retail service ordering, including such interfaces as RNS, DOE, RSAG, and CRIS.

BellSouth's witness Stacy stated that BellSouth has provided Supra with access to LENS, EDI, and TAFI as required by the Interconnection Agreement. In addition, witness Stacy stated that BellSouth is not required to provide ALECs with the exact same systems that BellSouth uses for itself. According to witness

Stacy, BellSouth is simply required to provide access to functions in substantially the same time and manner that an incumbent LEC does for itself, in accordance with the Telecommunications Act of 1996, and the FCC's Order 96-325, issued August 8, 1996. Witness Stacy argued that BellSouth has met this obligation through the interfaces that are available to Supra.

DETERMINATION

We agree with witness Stacy that BellSouth is not required to provide Supra with the exact same interfaces that it uses for its retail operations. Based upon the evidence, it appears that BellSouth has made available to Supra the electronic interfaces required in Attachment 6 of the Interconnection Agreement. Therefore, we find that BellSouth has provided the interfaces that are required by the interconnection agreement between the parties.

E. NOTIFICATION REQUIREMENTS

Supra identified two areas where it believes BellSouth has failed to properly notify the Company. The first problem Supra cited pertains to notification of password changes to the LENS interface. The second problem concerns notification of customer activity between BellSouth and Supra.

1. Password Changes For LENS

Witness Ramos stated that there have been a couple of incidents in which BellSouth changed the LENS password "on a random basis without notifying Supra." Transcript at page 81. Witness Ramos asserted that Supra is dependent upon the basic functions of the LENS system for ordering service for its customers. Without notification that the LENS password has changed, argues witness Ramos, Supra is unable to order service for new customers or perform other reseller activities.

BellSouth's witness Milner argued that BellSouth has never changed an ALEC's LENS password without first notifying the ALEC. Witness Milner also asserted that BellSouth has had to change a LENS password for only one ALEC, which was Supra. Witness Milner stated that on two occasions BellSouth has had to change Supra's password for reasons related to Supra's "slamming" activities and its failure to pay bills. Witness Milner asserted that in both cases Supra was notified in advance.

DETERMINATION

Upon consideration of the evidence, we find that BellSouth has complied with its Interconnection and Resale Agreements in denying Supra access to LENS for nonpayment of its bills and slamming of BellSouth's customers. Attachment 7 of the Interconnection Agreement and Section VIII. B. of the Resale Agreement provide that service will be disconnected in such circumstances.

2. Customer Activity Notification

Witness Ramos asserted that Supra requires and has asked BellSouth to provide it with notification on all Supra customer activity information processed by BellSouth in a timely and accurate manner. According to witness Ramos, this information should include all changes, such as which customers have switched to Supra, as well as notification of which customers have switched back to BellSouth. Witness Ramos further asserted that in response to Supra's request for daily activity reports, BellSouth began generating reports to Supra. Witness Ramos asserted that these reports were not, however, designed to provide alternative local exchange companies with the information they need. Instead, the reports are designed to be used by Supra to collect revenues from the long distance carriers of Supra's customers. In addition, witness Ramos stated that the information in the reports is full of errors, and cannot accurately be compared to LENS. Further, witness Ramos notes that BellSouth has begun sending Supra an additional letter informing Supra that a customer has switched back to BellSouth, but that BellSouth does not send it to Supra until three weeks after the switch. Witness Ramos stated that this prevents Supra from being able to timely close out the customer's account, issue a final bill, and send out a retention letter to the customer.

BellSouth's witness Stacy explained that the Preferred Interexchange Carrier (PIC) Adds/Disconnects Report-BellSouth is a report that is sent to all ALECs to inform them of their customer's PIC activity. According to witness Stacy, the report includes a matrix that was designed to help ALECs track activity according to the code placed on the order. Witness Stacy argued that the report was not intended to track long distance revenue, contrary to Supra's belief. In addition, witness Stacy stated that the reason Supra is unable to match all of the information in the PIC report to LENS is that "PIC changes happen so frequently that any comparisons to previous data would be pointless." Transcript at

page 543. In addition, witness Stacy stated that it is BellSouth's policy to send Supra, and all ALECs, a letter notifying the Company that an end user has switched its local service provider. Witness Stacy asserted that 1-2 days after the switch occurs a change notice is mailed by way of U.S. Mail to the appropriate ALEC; thus, an ALEC should receive the notice 2-5 days after the switch occurs, not three weeks.

DETERMINATION

Upon consideration, we find that BellSouth has provided Supra with the customer activity information that Supra requests in a timely manner. BellSouth contended that the letter identifying customer activity is provided to Supra within a maximum of 7 days after a switch. Based on the evidence and the arguments presented, we believe that this is sufficient to allow Supra to close the customer's account and issue a final bill. There is no evidence in the record to substantiate Supra's claim that the PIC Adds/Disconnects Report is full of errors. As such, we shall not require BellSouth to make any changes to these processes or reports at this time. BellSouth appears to be in compliance with its agreements on this point.

F. TIMELINESS OF INSTALLATION, REPAIR AND MAINTENANCE

1. Installation

Supra's witness Ramos stated that BellSouth has failed to install service for new Supra customers in the same amount of time that BellSouth provides service to its own retail customers. In support of this allegation, Supra's witness Ramos provided an exhibit that contained the intervals to which Supra and BellSouth agreed in their interconnection agreement compared to the intervals that Supra claims it has actually experienced. In almost every category, Supra asserted that BellSouth's achieved intervals exceed the time set forth in the agreement between the parties.

BellSouth's witness Milner argued that witness Ramos' exhibit was not sufficient to demonstrate that BellSouth has not complied with the parties' agreement. Witness Milner asserted that, at a minimum, Supra should have included the Purchase Order Numbers, the quantity of lines or services ordered through the Purchase Order Numbers, the dates the orders were placed with BellSouth, and the dates provisioning was completed. Without such information,

witness Milner asserted that Supra's interval comparison provides no information of substance.

DETERMINATION

Upon consideration, we find that there is insufficient information in the record to determine whether or not BellSouth has provided service in accordance with the provisioning intervals set forth in Attachment 10 of the Interconnection Agreement. The exhibit provided by Supra does not provide any documentation for the intervals that Supra purports to have experienced. Therefore, we make no determination herein whether BellSouth has violated its Interconnection Agreement with Supra on this point.

2. Repair and Maintenance

a. 611 Repair Calls

Witness Ramos asserted that BellSouth has failed to meet repair requests by Supra's end users in a manner equal to the way BellSouth addresses repair requests for its own customers. Witness Hamilton explained that based on the resale agreement, Supra's customers are to contact Supra with their repair problems, and then Supra is to arrange with BellSouth to have the problem fixed. Witness Hamilton asserted, however, that if a Supra customer dials 611 for repair service, the customer is connected to BellSouth's repair center, not to Supra's repair center. Witness Ramos also asserted that when Supra customers have reached the BellSouth repair center, the repair center employees have informed Supra's customers that they cannot help the customer because they are not BellSouth customers. Witness Ramos further asserted that the BellSouth repair center employees have solicited Supra's customers to convert back to BellSouth. Witness Ramos argued that this contact with Supra's customers gives BellSouth an unfair advantage to win back customers, because a customer is particularly vulnerable when that customer's service is in need of repair. Supra's witnesses Ramos and Hamilton both asserted that BellSouth should inform Supra's customers that BellSouth repair personnel will fix the service outage, because Supra is reselling BellSouth's service. They further emphasized that BellSouth should not use repair calls as sales leads.

BellSouth's witness Milner stated that, according to the Interconnection Agreement, Supra is to handle calls from its end users regarding repair service. Witness Milner indicated, however,

that, currently, if a Supra end user dials 611 to report a repair problem, the call goes to the BellSouth repair platform. At that point, the BellSouth repair attendant verifies the telephone number the end user was reporting. By typing this number into BellSouth's system, the BellSouth representative would be able to immediately determine that this was not a BellSouth account, explains witness Milner.

Witness Milner further asserted that pursuant to Attachment 1, Section V of the Interconnection Agreement, Supra agreed to "adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service." Exhibit 28 at page 16. Witness Milner noted that the BellSouth Work Center Interface Agreement states:

On misdirected calls, BellSouth shall advise end users to contact their local service provider and will provide the end user with the local service provider contact number.

Based upon this language, witness Milner maintained that in accordance with its agreements with Supra, BellSouth repair attendants are to verify the telephone number being reported, and if it is a misdirected call, provide the end user with his or her local service provider's contact number.

Witness Milner also stated that Supra needs to request selective routing from BellSouth if Supra wants its customers to be able to dial the same digits as BellSouth's retail customers, but reach Supra's repair center. Witness Milner explained that selective routing functionality allows BellSouth's switch to determine whose end user is making the call, and to which repair platform the call should be sent. Witness Milner stated that Supra could, therefore, have repair calls from its end users routed to its repair center, to a third party's repair center, or routed to BellSouth's repair center with those calls branded as Supra's repair. Witness Milner added that to his knowledge Supra has yet to make such a request.

DETERMINATION

Upon consideration, we find that there is insufficient evidence in the record to determine whether BellSouth's employees solicited Supra's customers who dialed 611 for repair to convert back to BellSouth. Nevertheless, the Interconnection Agreement is clear on Supra's options and responsibilities for repair, and how

BellSouth is to handle misdirected calls. Attachment 1, Section V.E. of the Interconnection Agreement provides that Supra will be the single point of contact for all repair calls on behalf of its end users. In accordance with the plain language of that provision, Supra has the responsibility to inform its customers of the appropriate way to contact Supra regarding repair problems. In addition, Attachment 10, Section 2 of the Interconnection agreement clearly provides that Supra may request selective routing from BellSouth. It appears to us that the repair problems Supra has identified may be corrected if Supra requests selective routing from BellSouth. Therefore, based upon the evidence, we find that BellSouth has provided repair services in accordance with the Interconnection Agreement.

b. Inside Wire Maintenance

Witness Hamilton asserted that even when Supra customers properly contact Supra concerning repair problems, BellSouth has not provided repair service at parity with that which BellSouth provides to its own customers. Witness Hamilton provided a specific example of a customer who experienced difficulty having his service repaired in December 1997. According to witness Hamilton, a customer experienced multiple missed appointments by BellSouth repair technicians. When BellSouth did finally determine that there was no problem with the customer's line to the terminal, witness Hamilton asserted that the technician's supervisor told the technician not to enter the customer's premises because the account belonged to a reseller. Witness Hamilton then explained that when Supra called BellSouth's repair center to inquire why BellSouth did not honor the customer's inside wire maintenance plan, Supra was told that BellSouth was not aware that Supra could resell this service. In addition, witness Hamilton noted that in March 1998, a BellSouth account team visiting Supra stated that BellSouth's policy is that its repair personnel cannot enter a reseller's premises to repair an inside wire maintenance problem, unless BellSouth has the resellers authorization to enter the customer's premises. Witness Hamilton argued that this policy does not make sense, because Supra has already contacted BellSouth's repair center requesting BellSouth to repair the customer's service. Further, witness Hamilton asserted that BellSouth has an obligation to provide repair service to Supra's customers just as BellSouth provides repair service to its own customers because Supra is paying BellSouth to provide service.

BellSouth's witness Milner argued that BellSouth's policy regarding repair and inside wire maintenance plans for alternative local exchange companies is that the customer should be treated exactly as if the customer was a BellSouth customer. Witness Milner asserted that a BellSouth technician responding to a repair problem on behalf of Supra is supposed to knock on the Supra customer's door and introduce himself as a representative of Supra, not BellSouth. If no one answers, the BellSouth technician is to test the network interface device (NID) to determine if the problem is in the loop or if it is an inside wire maintenance problem. If the problem is an inside wire maintenance problem, the BellSouth technician is to leave a card that gives the customer instructions on what to do. If the customer is at home, witness Milner asserted that the technician would test the NID to determine where the problem was located. If the problem was an inside wire maintenance problem, then the BellSouth technician would ask the loop maintenance operation system (LMOS) to determine if the customer has an inside wire maintenance plan. According to witness Milner, the LMOS system has the same information regarding inside wire maintenance plans for both BellSouth and reseller accounts. If the customer has an inside wire maintenance plan, witness Milner asserted that the BellSouth technician would make the repairs exactly as if the customer were a BellSouth customer. If the customer did not have an inside wire maintenance plan, but wanted the technician to make the repairs, then the BellSouth technician should contact Supra for authorization. Witness Milner explained that the reason for this is that BellSouth bills Supra, not the end user, for the repair costs. In addition, witness Milner indicated that at no time is a technician to quote rates to an ALEC's end user, because the ALEC may not charge its end user the same amount that BellSouth charges its end users.

Contrary to the policy outlined by witness Milner, BellSouth repair technicians Mendoza and Cordobes, stated, at deposition, different methods and procedures that they follow when handling repair problems for reseller's accounts. Technician Mendoza stated that the trouble ticket for a BellSouth end user tells him whether or not the person has an inside wire maintenance plan; however, he added that the trouble tickets for resellers do not tell the BellSouth repair technicians that information. Technician Mendoza also stated that BellSouth technicians inform reseller customers that there will be a charge for fixing their problem. Technician Cordobes also explained that after knocking on the Supra customer's door, he introduces himself as a BellSouth employee and informs the customer that if the problem is inside the home the customer "will

be charged for it since they are not in our BellSouth maintenance plan." Transcript at page 350. Further, technician Cordobes stated that he quotes the reseller customers who do have inside wire maintenance problems a rate, then he has the customer contact the reseller for permission if the customer wants the repairs done. Witness Milner responded that "[U]nfortunately, Mr. Cordobes did not conform with BellSouth's policy." Transcript at page 383.

DETERMINATION

Upon consideration, we find that BellSouth has failed to properly train its employees on BellSouth's repair policies, as outlined by witness Milner. We are very concerned about the practices described by technicians Cordobes and Mendoza, and find that such practices should immediately be eliminated. Therefore, we shall require BellSouth to retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems. As stated by witness Milner, Supra customers should be treated by BellSouth repair technicians exactly as if they were BellSouth customers.

III. INFORMATION AND SUPPORT

In this section, we address whether BellSouth has provided adequate written information and support to Supra in a timely fashion so that Supra may operate under the parties' agreement.

BellSouth's witness Finlen stated that BellSouth offers various training classes to ALECs to aid them in entering the local exchange market. We note that Supra's witness Ramos agreed that BellSouth has offered training for ALEC employees.

Some of the manuals and training that witness Finlen indicated are available to ALECs include: 1) ALEC Basic, which is a 5-day course that covers pre-ordering, ordering, provisioning, billing and maintenance of BellSouth products and services; 2) Operations Support Systems, which is a hands-on OSS training on LENS, EDI, and TAFI; and 3) Unbundled Network Elements, which is a 2-day class that addresses BellSouth's UNES.

Supra's witness Ramos contended that information and support is essential to Supra if it is to provide local exchange service equivalent to that provided by BellSouth. Witness Ramos stated that a number of Supra's employees have attended the training

classes offered by BellSouth, and that Supra has spent approximately \$101,000 on training with BellSouth. Witness Ramos stated that various Supra personnel attended the ALEC Basic training Class, the LENS training course, the EDI training course, the TAFI training course, the Unbundled Network Element training class, and BellSouth's products and services class. The witness noted that Supra had not been charged for sending personnel to some of these classes. We note that BellSouth's witness Cathey indicated that Supra employees attended 24 BellSouth training classes, and that BellSouth provided 18 classes at no charge.

Witness Ramos agreed that BellSouth has offered training to ALECs, but he argued that the training classes have been inadequate. Witness Ramos contended that the ALEC training offered by BellSouth is inadequate, because the basic issues that concern how Supra does business with BellSouth were never addressed in the training sessions. Witness Ramos stated that Supra has received the three-volume local exchange ordering guide, LENS user guide, TAFI user guide, and the USOC manual. He asserted that Supra also requested, but has not yet received from BellSouth the rejects requirements binder, the PLATS, which provides the cable layout, and the LERG manual. The witness also asserted that Supra has requested additional manuals and information from BellSouth that have not been provided, such as the database documentation, and the API documentation.

Witness Ramos also argued that the various training manuals that are provided to BellSouth's employees are not comparable to what BellSouth has provided to Supra. Witness Ramos asserted that he believes that the manuals provided to BellSouth employees are comprehensive, but that the manuals provided to Supra are not. Thus, Witness Ramos argued that the training programs provided by BellSouth are inadequate.

BellSouth witness Cathey argued, however, that BellSouth has provided Supra and other ALECs extensive documentation on its electronic interfaces, including the Local Exchange Ordering Guide, the LENS User Guide, the TAFI User Guide, edits used by BellSouth, the Rejects Requirements binder, and the USOC Manual. Witness Cathey asserted that these documents are also available on BellSouth's interconnection Web Site. He stated that the documentation covers rules, codes, instructions, descriptions, and technical guidance.

Supra's witness Ramos asserted that Supra was not given adequate information on the USOC codes. Witness Ramos claimed that additional information regarding using the USOCs is, nevertheless, required, because there are so many USOCs. The USOCs are, however, contained in the local exchange ordering guide, which BellSouth provided to Supra. Witness Ramos conceded that he was familiar the local exchange ordering guide. He also acknowledged that the USOCs are posted on BellSouth's interconnection services Web page and in BellSouth's tariffs.

One of the main topics covered in the ALEC training classes attended by Supra was the need to eliminate order acceptance and processing problems. Witness Ramos stated that because Supra was required to fill out a standard form and fax it to BellSouth, Supra employees requested further clarifications and instructions in the ALEC training on filling out the forms correctly so that Supra could get them processed the first time. The witness contended that BellSouth employees indicated that was not their responsibility to help the ALEC employees fill out a form. Witness Ramos argued that the form was, however, a BellSouth form that Supra had to use in order to request services from BellSouth. Thus, witness Ramos asserted that BellSouth should instruct ALECs on how to fill the forms out, otherwise, Supra would not know how to fill out the forms and would likely have a number of rejected orders.

In addition, Supra's witness Hamilton asserted that he attended the LENS, TAFI and EDI training classes offered by BellSouth for ALECs and that during the LENS training, BellSouth instructors were unable to answer questions regarding how to find a previous customer code. He also asserted that the instructors did not know how to place an order that included a jack installation request. He stated that, in one particular instance, the BellSouth instructor stated that they were not supposed to give out certain information, but that the instructor provided the information anyway. Witness Hamilton testified that since he was an experienced telephone worker and knew the right questions to ask, it was apparent to him that the BellSouth instructors were uncomfortable with him in the class. Witness Hamilton indicated that he believed that instructors were reluctant to give him information during the training class, because the purpose of the training classes is not to help Supra, but rather to provide BellSouth an avenue to show this Commission and the FCC that BellSouth is assisting in the development of competition in the local telephone market. Contrary to witness Hamilton's assertions,

however, we note that the evaluations of the attendees of the Nov. 5, 1997, LENS training class indicated that the class was excellent, with 89% of the responses being of the highest rating.

Furthermore, Supra argued in its brief that none of the BellSouth witness identified a "system" used by BellSouth to share and integrate information throughout BellSouth to make sure that Supra, or any other ALEC, receives the assistance necessary to do business as a reseller.

Responding to Supra's assertions that BellSouth's LENS training did not answer questions on how to find a previous customer code, BellSouth's witness Stacy argued that previous customer codes are not required, nor are they a function of LENS. Witness Stacy also stated that new installation orders, including new jacks, is a valid function in LENS, and that LENS instructors indicated that Supra's question regarding how to change the number of rings on a call forwarding scenario was not asked. Furthermore, witness Stacy asserted that LENS instructors have never been told not to give information to ALECs.

In addition, BellSouth's witness Finlen stated that BellSouth offers training classes, manuals, and the appropriate personnel to provide the necessary information for a new ALEC, such as Supra, to enter the local exchange market. Witness Finlen noted that Supra employees attended several of BellSouth's training classes. Witness Finlen stated that, in July 1997, Supra sent an employee to the LENS training. Then, on July 11, 1997, witness Ramos met with BellSouth representatives to discuss billing options and technology available to Supra. The witness explained that telephone numbers and the BellSouth Resale Binder diskettes, which consist of ordering guides for Resale, instructions for filing out the LSR, and examples of filled out LSRs, were given to Supra at that time. Witness Finlen asserted that the following month, Supra sent three employees to training on the submission of Access Service Requests (ASRs). Witness Finlen indicated that these three Supra employees also met with the LCSC customer manager dedicated to Supra, as well as a supervisor in the LCSC who trained them on LSR completion.

The witness further asserted that BellSouth representatives also met with Supra in October and December 1997, and again in January 1998, to discuss the use of unbundled network elements and collocation terms, conditions, and processes.

Witness Finlen further testified that announcements regarding changes in procedures, specifications, and new services were readily available to Supra. Witness Stacy also asserted that approximately one month before the release of new features for LENS and/or EDI, BellSouth sends the ALECs written notification of those changes, including a brief explanation of those upcoming changes. Witness Finlen indicated that BellSouth also publicizes revisions to existing procedures, specifications, and services as well as new procedures, specifications and services, on the Internet. At hearing, BellSouth also presented an exhibit demonstrating that BellSouth's interconnection service's website provides customer announcements, on-line customer guides, and carrier network notification.

In addition, BellSouth's witness Cathey asserted that BellSouth has assigned an Account Manager for Supra. This account manager is responsible for managing the overall relationship between BellSouth and Supra. The witness stated that BellSouth has had numerous discussions, conference calls and meetings to address Supra's varied and changing needs.

DETERMINATION

Based upon the evidence in the record, we find that BellSouth has provided Supra with sufficient documentation to permit Supra to understand and use BellSouth's procedures. This documentation includes numerous manuals and training guides, such as the Local Exchange Ordering Guide, the LENS User Guide, the TAFI User Guide, edits used by BellSouth, the USOC Manual, as well as documents concerning DAB. In addition, exhibit evidence demonstrated that there is also information available on BellSouth's interconnection Web Site. The evidence shows that the documentation provided to Supra covers rules, codes, instructions, descriptions, and technical guidance. Upon consideration, we find that the documentation provided to Supra is complete, understandable, and is sufficient to allow Supra to operate as a reseller in the local market. To be clear, we note that while we believe BellSouth has provided adequate documentation of BellSouth's procedures, including those relating to USOCs, we shall require BellSouth to provide information about which USOC codes are discounted, in accordance with the parity provision in the parties' agreement, as set forth in Section II (3) of this Order.

We also find that Supra has been notified in a timely manner of any modifications to BellSouth's procedures. The evidence shows that BellSouth sends the ALECs written notification of a release of new features for LENS and/or EDI approximately one month in advance of the changes. BellSouth also publicizes revisions to existing procedures, specifications, and services, as well as new procedures, specifications and services, on the Internet. We believe this notification is sufficient.

Supra did, however, argue that it requested additional manuals and information from BellSouth that have not been provided, such as the database documentation, API documentation, the rejects requirements binder, the PLATS, and the LERG. Supra indicated that it had requested this information through formal discovery. There is, however, no documentation in the record that supports Supra's assertion that it requested this additional information from BellSouth. Nevertheless, we shall require BellSouth to provide these documents, and any other informational documents requested by Supra, if it has not already done so.

We also find that BellSouth has provided Supra with appropriate support service to enable Supra to compete as a reseller. Based upon the evidence, BellSouth has assigned an Account Manager that is responsible for managing the overall relationship between BellSouth and Supra. In addition, the evidence demonstrates that BellSouth has met with Supra on numerous occasions in attempts to address Supra's needs.

IV. APPLICATION OF GENERAL SUBSCRIBER SERVICES TARIFF

In this section, we address whether BellSouth has appropriately applied provisions in its General Subscriber Services Tariff to Supra for the establishment and furnishing of service during the initial service periods. The tariff provisions at issue are Sections A2.3.8A and A2.3.8B. The application of these provisions is at issue, because Section III, Paragraph A of the Supra/BellSouth resale agreement states that Supra may resell the tariffed local exchange and toll telecommunications services contained in BellSouth's General Subscriber Services Tariff and Private Line Service Tariff "subject to the terms and conditions" set forth within the resale agreement. Section VII, Paragraph E of the resale agreement states that BellSouth will bill Supra in advance for all services to be provided during the ensuing billing period, except for charges associated with service usage which are

billed in arrears. In addition, Section IV.B. of the resale agreement states:

Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs.

Section A2.3.8A of BellSouth's General Subscriber Services Tariff states that:

Unless otherwise specified, the rate for all services offered in this tariff are monthly rates and the initial service period is one month commencing with the date of installation of the service.

Section A2.3.8B states:

For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered except for those services provided for under Plan 1 and Plan 2 in other sections of this Tariff.

Supra's witness Ramos asserted that BellSouth has improperly applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff by requiring Supra to pay for a full month's service in advance when a customer switches to Supra. Witness Ramos testified that in some cases a customer has switched to Supra from BellSouth for only a few days before switching back to BellSouth. In such instances where the end user was a Supra customer for only a few days, witness Ramos argued that Supra should not be billed for one month's service in advance, plus the connection and disconnection fees.

Witness Ramos stated that although BellSouth's tariff may allow BellSouth to charge for a full month's service in advance, this is a serious barrier to entry for ALECs entering the local telephone market. Witness Ramos asserted that Supra wants us to order BellSouth to modify its tariff to remove the charge requiring resellers to pay for a full month's service in advance when a

customer switches his or her local telephone service to an ALEC. In addition, witness Ramos stated that we should order BellSouth to adjust Supra's bills to remove the initial service period charges in such instances.

BellSouth's witness Finlen argued that BellSouth has properly applied sections A2.3.8A and A2.3.8B of its General Subscriber Service Tariff to Supra. Witness Finlen explained that when BellSouth receives a resale order from Supra, it disconnects the end user's BellSouth account, then it reinstalls the service with Supra as the customer of record. Next, BellSouth renders a final bill to its former end user for any services already rendered by BellSouth. This final bill includes any adjustments for services that have been billed in advance prior to the service being canceled. Finally, witness Finlen explained that BellSouth bills Supra for the establishment and furnishing of service starting with the date of installation of the service, "[a]s called for in Section A.2.3.8A of the General Subscriber Service Tariff." Transcript at page 248.

Witness Finlen further explained that in situations where a Supra customer wants to return to BellSouth, BellSouth reinstates the end user's BellSouth service. On the date that the service is installed, BellSouth bills its end user for one month's service, as required by the General Subscriber Service Tariff. BellSouth then renders a final bill to Supra for any services previously provided to Supra. Witness Finlen asserted that this would include the charge for the initial service period if the service is terminated before the end of the period. According to the witness, Supra has never purchased any services where the initial service period has been greater than one month.

Witness Finlen also responded to witness Ramos's concern that if an end user switches to Supra for only a few days before switching back to BellSouth, BellSouth charges Supra the initial service period charge, plus connection and disconnection charges. Witness Finlen testified that if an end user's service is switched from BellSouth to Supra without authorization from the end user, then BellSouth will reestablish the end user's service with BellSouth. As stated in BellSouth's resale agreement with Supra, witness Finlen indicated that BellSouth charges \$19.41 for each residence or business line switched without authorization. In addition, witness Finlen asserted that when an unauthorized change in local service occurs, the reseller is responsible for the Secondary Service Order Charge, as set forth in Section A4 of

BellSouth's General Subscriber Service Tariff. These charges are also included in Section VI, Paragraph F of the resale agreement. Witness Finlen further asserted that BellSouth does not charge for the disconnection of service.

In addition, witness Finlen stated that we should not require BellSouth to modify its tariff so that ALECs are not charged for service in advance. Witness Finlen states that allowing ALECs to pay in arrears would put BellSouth at a disadvantage. The witness asserted that allowing ALECs to be billed in arrears would be discriminatory against BellSouth's own customers, because BellSouth bills its customers in advance. Witness Finlen also stated that this would require BellSouth to modify its billing systems to accommodate an additional way to bill for the same service.

DETERMINATION

Upon consideration, we find that BellSouth has properly applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. As such, we shall not require BellSouth to modify its tariff, nor shall we require BellSouth to adjust its bills to Supra. Based upon the evidence, we do not find that the requested changes are warranted. We note that the resale agreement between Supra and BellSouth specifically states that Supra may resell the tariffed local exchange services contained in BellSouth's tariff subject to the terms and conditions agreed upon in the resale agreement.

V. BILLING AND PAYMENTS

In this section, we discuss whether the way that BellSouth has actually billed Supra is appropriate and whether Supra has paid its bills to BellSouth in a timely manner.

Supra's witness Ramos asserted that Supra has continuously tried to operate responsibly in its relationship with BellSouth. Witness Ramos testified that Supra has, however, had billing disputes with BellSouth since Supra initiated operations. Witness Ramos asserted that when Supra disputed its bill, BellSouth informed Supra that it would not consider adjustments to the bill. Instead, asserted the witness, BellSouth told Supra it would have to seek relief from us.

Witness Ramos argued that Supra paid BellSouth on time and in full until Supra reached a point where it believed its operations were being compromised by BellSouth. Witness Ramos asserted that Supra reached that point when BellSouth charged Supra a switch change charge for every customer that switched to Supra, in addition to charging for a full month's service in advance. In addition, the witness explained that if a customer switched back to BellSouth within a few days, Supra would be charged a connection fee, as well as a disconnection fee of \$29.41. Witness Ramos asserted that such charges are anticompetitive and are not in compliance with Telecommunications Act of 1996 (the Act). He argued that these charges are "unreasonable or discriminatory conditions or limitations on the resale of" BellSouth's telecommunications services and are in violation of Section 251(b)(1) of the Act. Transcript at page 93.

Supra's witness Ramos also asserted that BellSouth has repeatedly threatened to disconnect Supra's service. Witness Ramos noted that on one occasion BellSouth disconnected Supra even though BellSouth knew that Supra disputed the amount of the bills. Witness Ramos also assert that Supra paid all of BellSouth's bills in full. Further, witness Ramos stated that Supra seeks a refund from BellSouth of approximately \$686,500, representing the total of the one month's service advance charges that BellSouth has charged Supra for customers that switched to Supra and returned to BellSouth in less than five days. In addition, Supra asked in its brief that we require BellSouth, with Commission staff's oversight, to investigate Supra's billing dispute with BellSouth in order to determine exactly what charges were appropriate for Supra, and what amounts should be refunded to Supra.

BellSouth's witness Finlen testified that BellSouth does not charge a disconnection fee of \$29.41. According to Section VI, Paragraph F of the resale agreement with Supra, BellSouth does charge an ALEC \$19.41 if it is determined that an end user has been switched by that ALEC without that end user's authorization. In addition to the unauthorized change charge, the witness stated that Supra is billed a "Secondary Service charge" of \$10.00 for residential service and \$19.00 for Business service. The secondary service charge, as defined in Section A4.1 of BellSouth's tariff, "applies per customer request for receiving, recording, and processing of customer requests to change services or add new or additional services." Transcript at page 259. Witness Finlen also asserted that Section VII, Paragraph E, of the Resale agreement gives BellSouth the authority to bill for services in advance.

In addition, BellSouth's witness Finlen stated that Supra's interconnection agreement addresses how it is to remit payment to BellSouth. Specifically, the witness asserted that Attachment 7 of the Interconnection Agreement states that BellSouth has every right to expect payment for services rendered to Supra in a timely manner. The agreement also indicates that the payment will be due by the next bill date and is payable in immediately available funds. The witness further asserted that the agreement states that if payment is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to Supra that additional applications for service will be refused and that any pending orders for service will not be completed unless payment is received fifteen days after the date of the notice.

Witness Finlen argued that BellSouth has not acted inappropriately or anticompetitively in its billing of charges to Supra. Witness Finlen also contended that Supra has not adhered to the requirements of its agreement regarding payment. The witness stated that Supra has failed to pay its bill in a timely manner on several occasions, and has a history of paying late and with funds that are not immediately available. Witness Finlen also testified that on several occasions Supra failed to keep payment arrangements to which it had committed.

Supra's witness Ramos responded that Supra has paid its bills to BellSouth in a prompt manner and has complied with the payment arrangements made with BellSouth in a timely manner. Furthermore, Supra witness Ramos argued that Supra has never issued a check with insufficient funds. While witness Ramos contended that BellSouth has a right to call the bank to determine if funds are available, he argued that he believes the burden lies with the issuer of the check to ensure that it is not returned.

DETERMINATION

Based on the evidence, it is apparent that, on occasion, Supra did not pay its bills to BellSouth in accordance with its agreement. Section VII of Supra's agreement with BellSouth governs payment and billing arrangements. Therefore, we hereby order Supra to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth.

As for Supra's request that we require BellSouth, with a Commission staff person's oversight, to investigate Supra's billing dispute, we do not find that an additional investigation into

Supra's billing disputes is necessary. Based on the record, Supra was asked to provide a breakdown of the overcharges, but failed to provide evidence to substantiate the refund amount it requests. In view of the lack of support for Supra's requested refund, we shall not require BellSouth to refund Supra \$686,512.96.

VI. PROCEDURES FOR CUSTOMER INQUIRIES

In Section VI, we consider whether BellSouth has responded appropriately to consumer queries regarding Supra. Supra asserted that BellSouth's customer service representatives and other employees that have contact with the public have used every opportunity to disparage and criticize Supra to the public and to Supra's customers.

Specifically, Supra's witness Ramos asserted that BellSouth customer service representatives have made the following statements to Supra's customers:

- BellSouth has never heard of Supra and knows nothing about Supra;
- Supra is an insignificant, unreliable company that customers should not consider to provide them local phone services;
- Customers will lose their opportunity to have yellow pages advertising if they sign up with Supra;
- Customers do not have to pay Supra if they dispute Supra's bill; and
- Customers should file a complaint with the Florida Public Service Commission if they have any problem with Supra without first giving Supra an opportunity to resolve any problems.

Supra's witness Hamilton asserted that BellSouth customer service representatives coached customers to leave Supra. Witness Hamilton stated that he was aware of over 30 calls from Supra customers who were coached into calling Supra to ask who would do repair work on the customer's phone service. While the witness asserted that he believes that this question is part of BellSouth's attempt to install doubt in the customer's mind regarding the quality of Supra's network, he did indicate that this is a legitimate question for a Supra customer to ask.

Witness Hamilton also asserted that he made a test call to BellSouth and asked what the benefits would be of going back to BellSouth. The witness asserted that the BellSouth representative

informed him of BellSouth's Web site titled "Call Them On It." Witness Hamilton also stated he did not identify himself as a customer of Supra when making these test calls. Witness Ramos argued that this campaign, "Call Them On It," has contributed to the difficulties Supra has experienced in gaining new customers. The campaign includes brochures, TV ads, Internet ads, and newspaper ads that focus on creating doubt and concern in potential ALEC customers as to who will repair their phones if there is a problem.

In addition, witness Hamilton stated that Supra also recently received a complaint from a customer regarding problems with a BellSouth repairman. Witness Hamilton asserted that the customer called to report a problem with his telephone jack on March 18, 1998. Supra reported the problem to the BellSouth repair office and verified that the customer had an Inside Wire Maintenance Plan. Witness Hamilton contended, however, that when the BellSouth repairman arrived at the customer's residence, the repairman indicated to the customer that he would have to charge to repair the jack since the customer was no longer a BellSouth customer. The customer declined the service and called Supra to determine the problem. Witness Hamilton asserted that he called the BellSouth repair office, and they confirmed that the customer was not to be charged for inside wire maintenance. Witness Hamilton further asserted that BellSouth confirmed that the repairman was not to make any such statements. Although a repairman was sent out to fix the problem, witness Hamilton stated that the customer now wants to transfer his service back to BellSouth.

Finally, witness Hamilton testified that Supra has received two customer letters reflecting problems with BellSouth regarding BellSouth's inability to provision service to Supra's customers in a timely matter.

BellSouth's witness Finlen stated that BellSouth has made it very clear to its retail customer service representatives, as well as to all employees, not to make disparaging remarks or criticize any competitors to end users. Witness Finlen asserted that BellSouth's policy is to treat all ALECs on an equitable basis with BellSouth's retail end users. In fact, witness Finlen contended that all managers who have customer service responsibilities or who provide direct support to customer-affecting operations must include a commitment that addresses service equity in their performance plans. Further, executive letters and company letters

are periodically sent to the employees to reinforce BellSouth's policy.

Witness Finlen also asserted that Supra's request that BellSouth acknowledge to customers that Supra is a certificated local exchange provider is actually an indirect way for Supra to receive free advertising at BellSouth's expense. The witness also argued that BellSouth should have to keep a current list for all customer contact personnel of every certificated local exchange carrier in the BellSouth region. Witness Finlen asserted that there are well over 100 certificated ALECs, as well as several hundred IXCs. Witness Finlen stated that if a customer contacts BellSouth regarding a problem with Supra or to inquire about Supra's certification, then BellSouth has every right to direct the customer to the proper regulatory body to resolve that problem or obtain information.

Witness Finlen further argued that BellSouth's personnel do not coach end users to ask the questions identified by Supra. Witness Finlen noted that Supra's witness Hamilton provided no specifics regarding when this occurred. Witness Finlen confirmed that BellSouth is involved in a campaign titled "Call Them on It" as stated by Supra's witnesses Ramos and Hamilton. He argues, however, that the purpose of the campaign is to assist consumers in making a decision when selecting a local exchange company, not to place doubts in the end user's mind.

Also, as we have previously discussed, witness Milner argued that BellSouth's policy regarding repair and inside wire maintenance plans for alternative local exchange companies is that the customer should be treated exactly as if the customer was a BellSouth customer.

Regarding customer inquiries about Supra, witness Finlen asserted that he is aware of only two specific situations where BellSouth has been contacted by end users regarding Supra. Witness Finlen indicated that Supra was implying to end users that it was BellSouth and that Supra was using BellSouth's name and trademarks when presenting itself to end users. Evidence was presented at the hearing that Supra had conceded to representatives of BellSouth that Supra had used BellSouth's name and trademarks in negotiations with existing or potential customers. Witness Ramos asserted, however, that Supra will no longer represent itself as BellSouth. Nevertheless, witness Ramos indicated that Supra is still using BellSouth's name on all of its bills to the end user, which we note

is contrary to the terms of its commitment and to the terms of Part A, Section 8.1 of the interconnection agreement.

Witness Finlen asserted that Supra's name also arose in conversations between BellSouth and end users, when end users called BellSouth to complain that their service was switched without authorization. Witness Finlen testified that after an end user is switched to Supra, a notification letter is sent to the end user. The witness explained that the notice advises the end user that their request to switch local service has been completed and that BellSouth hopes to serve the customer in the future.

Supra's witness Ramos argued, however, that these "retention letters" are anti-competitive, because they inspire concern on the part of the consumer that he or she will have a completely new and unreliable network when in fact it is BellSouth's network that will still be used to serve the customer. Witness Ramos asserted that BellSouth has been sending out the retention letters prior to even working Supra's orders. Witness Ramos stated that BellSouth admitted to him that in June of 1997, BellSouth discovered that the notification was being sent before an end user's service had been disconnected. BellSouth's witness Finlen asserted that this error was corrected by BellSouth in August of 1997. BellSouth witness Finlen also contended that this notice is now mailed after the completion of changing the service from BellSouth to the ALEC. Witness Finlen stated that the notification letter advises customers that if they did not request to have their local service switched they should call BellSouth. BellSouth's witness argued that there is nothing "anti-competitive" associated with these letters. Nevertheless, Supra asks that we order BellSouth not to send such retention letter to customers for at least eighteen months after a switch in service.

Witness Finlen also argued that BellSouth's customer contact personnel advise the customer that they need to contact the entity that sent the bill if a Supra customer calls BellSouth to dispute its Supra bill. Witness Finlen testified that BellSouth personnel do not advise end users to refuse to pay their bill, but that they will advise an end user to call the appropriate regulatory authority, such as this Commission, if the end user has a complaint against their local service provider. Witness Finlen noted that Attachment 7, paragraph 1.3 of Supra's resale agreement with BellSouth is very clear that BellSouth will not become involved in billing disputes between Supra and its end users.

In addition, witness Finlen disputed Supra's contention that BellSouth employees advise end users that if they switch their service from BellSouth to an ALEC they will lose their opportunity to advertise in the yellow pages or lose access to the Internet. Witness Finlen asserted that BellSouth does not advise Supra's customers that they cannot advertise in the Yellow Pages or that they will be unable to access the Internet if they choose an ALEC for local service. He explained that end users wishing to advertise in the yellow pages need only contact BellSouth Advertising and Publishing company (BAPCO) to sign up for advertising in the yellow pages.

DETERMINATION

Upon consideration of the evidence and the arguments presented, we find that, in the event that a Supra customer contacts BellSouth regarding being switched without authorization or for any other complaint, it is appropriate for BellSouth to inform Supra's end users to contact Supra. Of course, this does not preclude the customer from contacting us if the customer is unable to work out its differences with Supra. We find, therefore, that BellSouth has timely and appropriately responded to customer inquiries regarding Supra.

As for the allegation that BellSouth coached customers to ask who would repair their phones, we believe that this is a legitimate question for a customer to ask. There is no evidence in the record to support that customers were coached into calling Supra's business office to ask this question. Moreover, we believe that the issue of repair service is of great concern to end users, and it is not unusual for an end user who is in the process of switching carriers to inquire about all aspects of the company, including its service repair policy. Supra was also unable to identify any BellSouth repair representative or other persons who stated that end users should switch back to BellSouth because of faster repair.

As for whether end user customers losing their opportunity to have yellow pages advertising and access to the Internet if they switch their service from BellSouth to an ALEC, we find no evidence in this record to support Supra's claims. Supra did not identify any Supra end user who lost a yellow page listing as a result of moving from BellSouth to Supra. Furthermore, we are aware that there are a large number of Internet providers available to choose from in today's environment. BellSouth personnel acted

appropriately when responding to customer queries regarding yellow page listings or Internet service.

Supra also asks that we require BellSouth to identify an ALEC as a local service provider if requested by an end user. We shall not, however, require BellSouth to keep an updated electronic file of all certificated ALECs in Florida. Nevertheless, we do encourage BellSouth to direct its customer service representatives to acknowledge the existence of an ALEC as a certificated entity whenever possible.

The evidence in this case does demonstrate that BellSouth has failed to properly train its employees on BellSouth's policies regarding inside wire maintenance. We shall, therefore, require BellSouth to retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems. As stated by BellSouth's own witness, ALEC customers should be treated by BellSouth repair technicians exactly as if they were BellSouth customers.

As for Supra's alleged use of BellSouth's name and trademarks in its marketing efforts, we note that Supra's witness Ramos admitted that Supra is still using BellSouth's name on all of its bills to the end user. Part A, Section 8.1 of the parties' interconnection agreement states, however, that

Supra Telecommunications and Information Systems, Inc. is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

In accordance with the plain language of the agreement, we shall require Supra to cease representing itself as BellSouth, and to discontinue using BellSouth's name on its bills to end users immediately.

Finally, regarding BellSouth's "retention letters," we do not believe that BellSouth should send such letters until the change in service from BellSouth to the ALEC is completed. We do not, however, believe that it is necessary to prohibit BellSouth from sending these retention letters for an 18-month period. The current timing of these letters, nevertheless, concerns us. We note that this issue is not addressed in the agreement, nor does it directly affect implementation. Thus, we strongly encourage the

parties to work together to reach an agreement on the timing of these letters.

VII.

RELIEF

In view of our foregoing findings, we find that BellSouth shall be required to implement the following:

1. BellSouth shall provide Supra with CABS formatted bills, rather than CLUB formatted bills.
2. BellSouth shall identify to Supra which USOC codes are discounted and which are not. Also, to the extent that BellSouth's electronic interfaces provide information or automatically populate fields with USOC codes, BellSouth shall provide this same capability to Supra through the ordering interfaces available to Supra.
3. BellSouth shall provide Supra with the ability to reserve the same number of telephone numbers through LENS as BellSouth can through RNS. BellSouth shall also modify LENS to automatically assign a telephone number to an end user when the customer's address is validated.
4. BellSouth shall either provide Supra with all of BellSouth's central office addresses so that Supra is able to reserve telephone numbers for Remote Call Forwarding service to its end users, or BellSouth shall work with Supra to find another mutually agreeable solution.
5. BellSouth shall modify the ALEC ordering systems so that the systems provide the same online edit checking capability to Supra that BellSouth's retail ordering systems provide.
6. BellSouth shall retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems.

7. If contacted by Supra customers regarding any complaints against Supra, BellSouth shall direct the customer to Supra.
8. BellSouth shall provide any outstanding documentation requested by Supra.

In addition, we shall require Supra to pay all of its bills pursuant to the terms and conditions in its Agreements with BellSouth. Furthermore, Supra shall not represent itself as BellSouth, and shall discontinue its use of BellSouth's name on its bills to end users.

VIII.

CONCLUSION

We have based our determination herein upon the evidence presented. We believe it is consistent with the agreements between the parties, which were approved by us pursuant to the Telecommunications Act of 1996, 47 USC §252(e).

Based on the foregoing, it is therefore

ORDERED by the Florida Public Service Commission that the Complaint filed by Supra Telecommunications & Information Systems against BellSouth Telecommunications, Inc. is resolved as set forth in the body of this Order. It is further

ORDERED that this Docket shall be closed.

By ORDER of the Florida Public Service Commission this 22nd Day of July, 1998.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).