

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

Complaint of Supra Telecommunications ) Docket No. 980119-JP  
and Information Systems, Inc., Against )  
BellSouth Telecommunications, Inc. ) Filed: January 23, 1998  
)

COMPLAINT OF SUPRA TELECOMMUNICATIONS AND  
INFORMATION SYSTEMS, INC., AGAINST  
BELLSOUTH TELECOMMUNICATIONS, INC.,  
FOR VIOLATION OF THE TELECOMMUNICATIONS ACT  
AND  
PETITION FOR RESOLUTION OF DISPUTES  
AS TO IMPLEMENTATION AND INTERPRETATION OF  
INTERCONNECTION, RESALE, AND COLLOCATION AGREEMENTS  
AND  
PETITION FOR EMERGENCY RELIEF

Supra Telecommunications and Information Systems, Inc., ("Supra") hereby files this Complaint Against BellSouth Telecommunications, Inc., ("BellSouth") For Violation of the Telecommunications Act of 1996 ("Telecommunications Act"), this Petition for Resolution of Disputes as to Implementation and Interpretation of the Interconnection, Resale, and Collocation Agreements between Supra and BellSouth, and this Petition for Emergency Relief, and as grounds therefor states as follows:

I. BACKGROUND

Supra is a Florida corporation certificated by the Florida Public Service Commission as an alternative local exchange company. BellSouth is a Georgia corporation providing local exchange telecommunications services in Florida, Alabama, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. Supra is also certificated as an alternative local exchange telecommunications company in the eight other states in which BellSouth operates.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01330 JAN 23 88

FPSC-RECORDS/REPORTING

With the passage of the Telecommunications Act of 1996, the U.S. Congress made a powerful statement that consumers have a right to choose among competing companies for their local telephone services, just as they now choose which of numerous competitors will provide their long distance services. The Telecommunications Act represents Congress' recognition of the great benefits to consumers of competition and its intention that these benefits will flow in the immediate future to consumers for local telephone service. The Telecommunications Act, therefore, places very serious and specific obligations on BellSouth, as the Incumbent Local Exchange Carrier, toward new entrants into the local exchange services market.

Supra is a new entrant in every sense of the word. Supra has only been certificated as an alternative local exchange telecommunications company in Florida within the last year. Although Supra's principal has extensive technical telecommunications experience, Supra is a new corporation with no previous experience providing basic local telecommunications services. Supra is a certified minority-owned business enterprise by the Florida Department of Labor with a substantial number of minority employees. Supra has made very substantial financial investments to put itself in the position to provide high quality local telecommunications services.

## **II. COMPLAINT AGAINST BELL SOUTH FOR VIOLATION OF THE TELECOMMUNICATIONS ACT**

Section 251(c)(1) of the Telecommunications Act provides that an incumbent local exchange carrier has the duty to

negotiate in good faith the terms and conditions of particular agreements with other telecommunications carriers to fulfill the requirements of paragraphs (b)(1)-(5) and (c) of Section 251. The Act provides that the incumbent local exchange carrier has the duty to provide interconnection with the facilities and equipment of any requesting telecommunications carrier on rates, terms, and conditions that are just, reasonable, and nondiscriminatory and that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection. The Act further requires that the incumbent local exchange carrier provide to any requesting telecommunications carrier nondiscriminatory access to network elements on an unbundled basis on rates, terms, and conditions that are just, reasonable, and nondiscriminatory. The Act also requires the incumbent local exchange carrier to offer for resale at wholesale rates any telecommunications services that it provides at retail to subscribers who are not telecommunications carriers and not to impose unreasonable or discriminatory conditions on the resale of such telecommunications services.

BellSouth has violated each of the duties set forth above. BellSouth's first violation of the Telecommunications Act was in not negotiating at all with Supra regarding the Resale, Collocation, and Interconnection Agreements between BellSouth and Supra. This violation of the duty to negotiate in good faith will be addressed by Supra in a separate action before this

Commission. BellSouth's second violation has been to consistently interpret and implement the agreements it has with Supra in such a fashion as to cripple Supra's operations to the extent that Supra can barely provide local telephone service at all, much less at a level comparable to that provided by BellSouth. These problems are addressed in Part III of this pleading. BellSouth's third major violation of the Telecommunications Act is in the area of discriminatory activities against Supra.

BellSouth has pursued a pattern of discriminatory and anti-competitive actions against Supra which, if not immediately restrained by the Florida Public Service Commission, will succeed in destroying Supra's ability to provide local exchange telecommunications services to the citizens of the State of Florida. These anti-competitive actions include, but are not limited to, the following:

a) BellSouth is fully aware that it has three signed agreements delineating its relationship to Supra. However, BellSouth has taken competitive advantage of every customer contact to convey that:

- 1) BellSouth has never heard of Supra and knows nothing about Supra;
- 2) Supra is an insignificant, unreliable company that customers should not consider to provide them local phone services;
- 3) Customers will lose their opportunity to have yellow pages advertising if they sign up with Supra.
- 4) Customers will lose access to the Internet if they sign up with Supra.

5) Customers do not have to pay Supra if they dispute Supra's bill;

6) Customers should file a complaint with the Florida Public Service Commission if they have any problem with Supra without first calling Supra to discuss any problems they are having with Supra to give the company an opportunity to resolve any problems.

b) BellSouth has frustrated Supra's ability to operate on a daily basis by not providing the most basic access to critical operational support systems.

c) BellSouth has aggressively interfered with Supra's efforts to obtain residential and business customers. Instead of processing Supra's orders to connect new customers, BellSouth sends out retention or "winback" letters prior to even working the change in service orders. If the retention letters are ignored, BellSouth has its customer service representatives call the subscribers that have switched their local service to Supra and give them reasons to be afraid of using Supra. BellSouth has used its vastly superior market position to aggressively fight any efforts by Supra to sign up business customers.

d) BellSouth has refused Supra's request to allow it to purchase on a resale basis BellSouth's dark fiber. BellSouth has excess capacity, dark fiber, that could be purchased by Supra to help it establish its own competing network. This is a network element that BellSouth is required to unbundle for purchase by competing telecommunications carriers under the Telecommunications Act. Supra is working towards

creating its own facilities-based network, but access to BellSouth's excess capacity at this time may be the make or break opportunity for Supra to survive long enough to complete its own network. Certainly there are many parallels to this scenario in the development of the competitive long distance market; if new entrants into that market had not been able to purchase use of the facilities-based long distance carriers' networks, the competitive long distance market that we now enjoy would never have developed. Supra requests the Commission to order BellSouth to negotiate the resale of a portion of its dark fiber to Supra at rates that are both fair to BellSouth and not an impossibility for Supra.

**III. PETITION FOR RESOLUTION OF DISPUTES UNDER INTERCONNECTION, RESALE, AND COLLOCATION AGREEMENTS**

BellSouth and Supra entered into a Resale Agreement, effective June 1, 1997, a Collocation Agreement on July 24, 1997, and an Interconnection Agreement on October 23, 1997, which set forth the existing rates, terms, and conditions of the relationship between the parties. Pursuant to Part A, Section 11, of the Interconnection Agreement:

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either party may petition the Commission for resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

Part XI of the Resale Agreement states:

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the applicable state Public Service Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by that Public Service Commission concerning this Agreement.

Part XIX of the Collocation Agreement states:

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

Pursuant to the above provisions, Supra is petitioning the Florida Public Service Commission to resolve the many disputes it has with BellSouth under these agreements. In spite of the constant problems BellSouth has created for Supra, Supra has tried, at great sacrifice, to abide by the terms and conditions of these agreements and has paid BellSouth for the services Supra has received even when Supra felt that the bills from BellSouth were extremely inflated and incorrect. As a result, Supra has lost approximately one million dollars at this point. BellSouth constantly demands payment of its bill by Supra, but has handicapped Supra's operations so effectively that Supra has been able to collect only a fraction of what Supra should have been

able to collect.

Supra has experienced an incredible number of problems in its relationship with BellSouth from the very beginning. Supra has tried to resolve these problems with BellSouth unsuccessfully. If Supra does not receive immediate effective intervention by the Commission in this situation, Supra will not be able to continue to provide local telecommunications services to Florida consumers. Supra will not be able to make the enormous financial investment to build its own facilities-based operations which has been its goal all along. BellSouth will have successfully put Supra out of business. BellSouth will have won.

BellSouth has all the weapons--market share, billions in resources, already smoothly-functioning operational support systems, name recognition, a great number of employees, a tremendous history of experience in the telecommunications industry, everything--and Supra has nothing but its guts and its drive to try to provide competing local telephone services. Of course, Supra has some financial resources and people with excellent technical expertise, but in comparison, Supra is David with a ball and chain on both legs and a blindfold compared to BellSouth's Goliath. The Congress recognized that this is the battle that would be pitched between the incumbent local exchange companies and the new entrants and for that reason gave state regulatory commissions the authority to resolve disputes between them.



BellSouth has failed to properly implement the provisions of the Resale, Collocation, and Interconnection Agreements in numerous ways, including, but not limited to: billing requirements, telephone number availability, ordering, provisioning, installation, maintenance, notification requirements, electronic interface requirements, and so on. Although this petition does not contain an exhaustive list of all of the problems, the following is a more detailed discussion of some of the major problems Supra has experienced with BellSouth:

A. Billing

One of the most critical aspects of a telecommunications company's operations is its billing. BellSouth has utilized numerous strategies to frustrate Supra's ability to timely and efficiently bill its customers. BellSouth has failed to provide Supra with billing information that Supra can efficiently utilize. The billing information provided to Supra appears to be encrypted in such a fashion that Supra cannot decipher it to perform the billing it needs to perform. Supra has spent a great deal of time and money trying to find a computer firm with the expertise to design software that can interface with BellSouth's to permit Supra to perform its billing efficiently. Interestingly, the firm that created BellSouth's billing software is no longer in business. The problems Supra has experienced with BellSouth's software have been enormously expensive and destructive.

One example of the problems Supra has experienced with

BellSouth regarding billing is that the billing information BellSouth sends to Supra does not contain the complete billing address of the customer. The address provided is not the billing address, but the service address of the subscriber with the city and zip code deleted. Supra is then required to manually search for the addresses in BellSouth's Local Exchange Navigational System (LENS), an extremely time-consuming, difficult, and costly operation. This exercise is completely unnecessary. BellSouth's billing system clearly operates to provide BellSouth with the complete billing address of its subscribers; although Supra has made repeated requests for this information, BellSouth has simply not found it necessary to provide this information to Supra. The necessity to manually search for the complete subscriber addresses has caused extreme delays in Supra's billing of its customers, causing great confusion to Supra's customers. These delays in billing have caused a serious deficit in Supra's cash flow in light of the fact that BellSouth's bills to Supra for BellSouth's services are never delayed.

Another extremely significant problem Supra has experienced with BellSouth is that approximately 30% of Supra's customers have continued to receive bills from BellSouth for several months after they have become Supra's customers. These customers have often paid BellSouth's bills thinking that they were paying for the service they receive from Supra. When they receive a bill from Supra, they simply disregard it believing they have already paid for these services. If the customers call BellSouth

regarding this problem, they are told not to pay the Supra bills. Because of some of Supra's customers paying BellSouth money that should be paid to Supra, Supra believes that BellSouth's bills to Supra are greatly inflated.

B. Double and Triple Billing Supra and Supra's Customers

When Supra sends BellSouth a "switch as is" order, BellSouth generates a disconnect of the subscriber from its network. This results in the issuance of a final bill from BellSouth to the subscriber with a full advanced monthly service charge. BellSouth then, practically simultaneously, issues a bill to Supra containing a full advanced monthly service charge and a retention letter to the subscriber stating that their local service has been switched and if they are not aware of this, they can call a number to be switched back. Some subscribers respond to the retention letters by calling BellSouth whose customer service representatives then exercise the opportunity to convince these customers that they do not want to switch their local service to Supra (or that Supra misled them in some fashion and they should file a complaint with the Florida Public Service Commission.) If the customer becomes convinced that he does not want to switch his service (which would naturally lead the customer to believe, or to state that he believes, he was misled by Supra), he asks BellSouth to switch his service back to BellSouth. BellSouth then switches the customer's service back to BellSouth without notifying Supra. BellSouth then sends another bill to the subscriber including the full advanced

monthly service charge. This means BellSouth is charging a full advanced monthly service charge for the same monthly period for the same subscriber three times. However, because Supra did not get notice that the subscriber was switched, Supra did not know to issue a final bill for Supra's services. Then, when the customer receives another bill from Supra, he complains because he is simultaneously receiving a bill from BellSouth. Any time a customer complains, BellSouth says "you don't have to pay the Supra bill." This results in extremely serious problems for Supra. Supra's customers are very unhappy. Supra gets charged by BellSouth for at least two, if not three, of the service charges related to the customers. Supra has customers that are unwilling to pay for the services they received from Supra. BellSouth asserts that its General Subscriber Services Tariff permits it to send these three advanced monthly service charge bills for the same customer for the same monthly period. Each service charge for changing the customer's local service provider is \$19.00, when for the exact same action, simply changing the customer's provider, BellSouth charges only \$3.00 for a change in interexchange carrier.

When Supra sends "switch as is" orders to switch a customer from BellSouth to Supra, Supra provides all of the information about the customer to BellSouth. However, if a Supra customer wishes to switch back to BellSouth, BellSouth provides Supra no information.

#### C. Telephone Number Availability

BellSouth has refused to provide Supra number availability on the same basis that BellSouth provides for itself. This has caused Supra to have to wait long periods of time to give a new customer a phone number, when it takes BellSouth seconds to provide a new telephone number for its own customers.

D. Loss of Dial Tone

On at least two occasions, Supra's entire operation has experienced a complete loss of dial tone for a period of twenty-four hours. It is impossible to convey the upset and harm this causes to Supra's reputation and goodwill with its customers when they cannot rely on Supra to provide basic dial tone. BellSouth has never provided any explanation for these events. This is absolutely not the level of service BellSouth provides for its own customers.

E. Ordering and Provisioning

BellSouth has failed to connect new customers to Supra in a timely fashion. Supra is handicapped at every turn by not having an adequate electronic interface into the operational support systems of BellSouth to permit it to monitor pre-ordering, ordering and provisioning activities for its own customers. Supra is simply at BellSouth's mercy as to when a Supra customer will obtain service.

F. Installation, Maintenance and Repair

BellSouth has failed to meet requests for installation of new services, as well as requests for repair and maintenance of existing services, on a basis equivalent to that which BellSouth

provides for its own customers. Supra customers have had to wait up to four weeks to have phone services hooked up. When a Supra customer complains, BellSouth may take as long as 24 hours or several days to fix the trouble, when, for its own customers, BellSouth takes an average of two hours to respond to trouble complaints.

#### G. Notification Requirements

BellSouth has constantly changed the requirements for the endless numbers of operations that must be coordinated between BellSouth and Supra without notice at all or with insufficient notice. For example, BellSouth changes the password for its LENS system intermittently without any notice to Supra. This results in the LENS system being inaccessible to Supra and creating tremendous inefficiency and customer dissatisfaction for Supra.

BellSouth has failed to notify Supra when a Supra customer asks BellSouth to switch him back to BellSouth. Just as BellSouth has a right to know when one of its customers switches to Supra, Supra has a right to know when a Supra customer decides to switch back to BellSouth.

#### H. Electronic Interface Requirements

BellSouth has refused to provide acceptable electronic interfaces for Supra to access BellSouth's operational support systems. BellSouth refuses to use the electronic interface equipment that Supra has purchased. BellSouth's systems are practically impossible for Supra to interface with because BellSouth has chosen to make it so. These systems are absolutely

critical to Supra being able to provide local telephone service at all, much less local telephone service that is equivalent to that provided by BellSouth.

Requiring the manual processing of all of the communications that must go between BellSouth and Supra to make the provision of local phone service by Supra possible, when electronic means are available and the industry norm, is a clear violation of BellSouth's duty to provide Supra the access to its network and services that will make it possible for Supra to provide local phone service on a level comparable to that provided by BellSouth to its customers.

I. Unresponsive Attitude Towards the Provision of Services to Supra and Supra's Customers

BellSouth has staffed its Interconnection Services bureau with employees who either do not know the answers or are unwilling to provide the timely answers Supra needs to the questions that come up daily in the context of the Resale and Interconnection Agreements between these two companies. Supra continually has to wait hours and days and sometimes weeks to resolve problems that should be resolved immediately. BellSouth's employees display an "attitude" toward Supra that indicates they do not have to respond to Supra's requests for information or the resolution of problems. The underlying approach of BellSouth's employees is that customers should not be permitted to choose Supra for their local service since BellSouth is a much superior telephone company. Supra has not been treated with the professional courtesy and respect that a competing

telecommunications company should be able to expect from the incumbent local exchange company.

One example of the type of problem Supra has continually experienced with BellSouth is the submission of ASRs for DS1 and DS3 to BellSouth by Supra. A Supra employee faxes the ASR forms to BellSouth on one day. Four days later, having heard nothing from BellSouth, another Supra employee contacts BellSouth and is told that they cannot locate the forms sent four days prior, but that Supra should refax them and BellSouth would respond the following day. The Supra employee resends the ASR forms to BellSouth. Eight days later, having heard nothing from BellSouth, Supra calls again and is told they could not locate the forms sent the second time, eight days earlier. The Supra employee faxes the ASR forms the third time to BellSouth. BellSouth does not have to rely on the faxing of order forms for its provision of services, nor does it have to endure the delays and intentional or unintentional mistakes made in the manual processing of its orders. BellSouth handles this ordering activity electronically.

Being required to use manual processing of orders combined with the unresponsive behavior on the part of BellSouth's employees makes it absolutely impossible for Supra to provide local exchange service in any reasonable fashion, much less at a level comparable to that provided by BellSouth.

#### **IV. REQUEST FOR EMERGENCY AND PERMANENT RELIEF**

Supra requests the Commission to take the following actions:



A. Emergency Relief

1. Compel BellSouth to resolve the billing problems it has caused Supra by assigning specific BellSouth staff members to work with Supra for the immediate future. Require BellSouth to assist Supra in determining precisely what monies may be owed Supra by BellSouth as well as what monies Supra actually owes BellSouth.

2. Appoint a Commission staff person to monitor these efforts to resolve the billing problems with BellSouth.

3. Require BellSouth to stay any bill collection efforts from Supra until Supra's billing problems are mutually satisfactorily resolved.

B. Permanent Relief

1. Resolve the disputes between Supra and Bellsouth under the Resale, Collocation, and Interconnection Agreements.

2. Appoint a Commission staff person to mediate/monitor the resolution of these disputes.

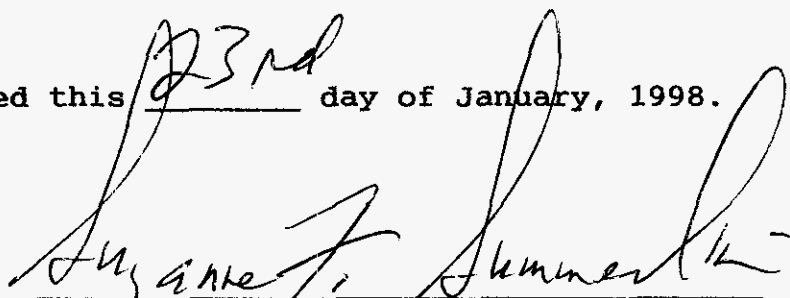
3. Compel BellSouth to refrain from any further anti-competitive and discriminatory activities against Supra including, but not limited to, requiring BellSouth employees to:

- a) acknowledge, in response to customer inquiries, that Supra is a Florida Public Service Commission-certificated local exchange carrier;
- b) tell customers of Supra to contact Supra if they are reporting a problem to give Supra the opportunity to resolve any problems they may be having;
- c) stop advising Supra customers to file complaints against Supra at the Florida Public Service Commission; and

d) stop making derogatory or untrue statements regarding Supra of any kind to customers.

4. Compel BellSouth to negotiate fair and reasonable rates, terms and conditions for the resale of a portion of BellSouth's dark fiber to Supra.

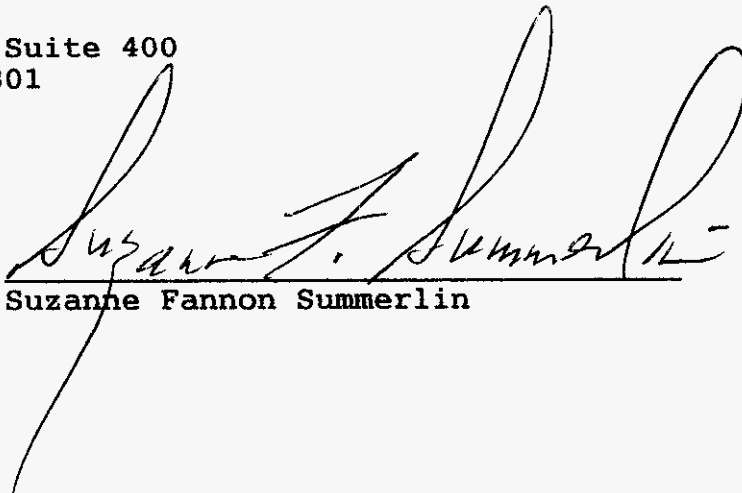
Respectfully submitted this 23rd day of January, 1998.

  
Suzanne Fannon Summerlin  
Attorney for Supra Telecommunications  
and Information Systems, Inc.  
1311-B Paul Russell Road, Suite 201  
Tallahassee, Florida 32301  
(904) 656-2288  
Florida Bar No. 398586

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail or hand delivery to the following parties of record this 23<sup>rd</sup> day of January, 1998:

BellSouth Telecommunications, Inc.  
c/o Nancy H. Sims  
150 South Monroe Street, Suite 400  
Tallahassee, Florida 32301



Suzanne Fannon Summerlin