

ORIGINAL

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 980119-TP

3 AMENDED DIRECT TESTIMONY OF BRADFORD HAMILTON

4 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

5 April 9, 1998

6
7 Q. PLEASE STATE YOUR NAME AND ADDRESS.

8 A. My name is Bradford Hamilton. My business address is
9 2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

10
11 Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

12 A. I am employed by Supra Telecommunications & Information
13 Systems, Inc., ("Supra") as Customer Service Manager.

14
15 Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK
16 EXPERIENCE.

17 A. I received a Bachelor's Degree from Nova Southeastern in
18 Psychology 1992. I am two courses shy of my Master's
19 Degree in Alternative Dispute Resolution from Nova
20 Southeastern.

21 I worked for Northwestern Bell Telephone Company from
22 May 12, 1978, until the divestiture of AT&T on January 1,
23 1984. At that point, I worked in the long distance
24 division, and my division was transferred to AT&T Long
25 Lines where I worked until May 1997. In October 1997, I
26 was employed by Supra Telecommunications & Information
27 Systems, Inc. I have over 19 years experience working in

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FPSC-RECORDS/REPORTING

1 the Bell System and/or AT&T.

2

3 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

4 A. My present responsibilities include management of the
5 Customer Service Department at Supra. My department
6 handles all customer service activities, including the
7 processing of orders for service and customer inquiries.

8

9 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

10 A. The purpose of my testimony is to address Issues 4d, 4e,
11 5, and 10 identified in this proceeding.

12

13 **ISSUE NO. 4: HAS BELLSOUTH FAILED TO PROPERLY IMPLEMENT**
14 **THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,**
15 **COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT**
16 **SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY**
17 **WITH THAT WHICH BELLSOUTH PROVIDES:**

18 d. **ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS**
19 **(OSS) AND OSS INTERFACES (ORDERING AND**
20 **PROVISIONING, INSTALLATION, MAINTENANCE AND**
21 **REPAIR);**

22 f. **TIMELINESS OF INSTALLATION, REPAIR, AND**
23 **MAINTENANCE.**

24 A. In regard to Issues 4d and 4e, a most serious problem
25 Supra has with BellSouth is that when a Supra customer
26 dials 611 for repair, he is connected to BellSouth's Repair

1 Office. This is not how Supra understood the repair
2 process was to work under the resale agreement. The first
3 point of call for Supra customers with repair problems is
4 supposed to be Supra. Supra is to receive the call from
5 the customer and then call BellSouth to arrange to have the
6 problem fixed. However, customers get BellSouth's Repair
7 Office and BellSouth's customer service representatives
8 have the opportunity to win back the account. Customers
9 with service in need of repair are very vulnerable to
10 communications from BellSouth's Repair Office that imply
11 there may be problems in fixing their service "because it
12 is a reseller account."

13 Even when Supra is given the opportunity to handle
14 Supra's customers' repair problems, BellSouth has not
15 provided repair service on parity with that it provides to
16 its own customers.

17 An actual example of a repair problem with a Supra
18 customer, a Mr. X, will illustrate the types of problems
19 Supra has experienced in this area. A letter from this
20 customer is attached as exhibit BH-1. On December 15,
21 1997, Mr. X's home telephone went dead after a
22 thunderstorm. The situation was reported to the BellSouth
23 Repair Office at 12:00 Noon by Supra's Customer Service
24 Department. BellSouth's Repair Office identified the
25 problem as a phone off hook and told Supra to inform the
26 customer to unplug all phones in the house, wait 15

1 minutes, and plug all phones back in. Supra informed the
2 customer as directed, including telling the customer that
3 cordless telephones often cause this, so he should leave
4 the cordless telephone disconnected. This did not fix the
5 problem.

6 On December 16, 1997, Mr. X again contacted Supra and
7 Supra personnel reviewed the steps BellSouth had given the
8 customer. Unable to resolve the issue in this fashion,
9 Supra again filed a complaint with BellSouth's Repair
10 Office at 11:35 A.M. Supra informed the Repair Office that
11 this was not an equipment problem and requested that
12 BellSouth run a test report. A technician was scheduled to
13 go to Mr. X's house, test the circuits and effect repair
14 before 6:00 P.M. the same day.

15 The following morning on December 17, 1997, Mr. X
16 called Supra angry because, while he had waited at home for
17 the technician to arrive, the technician never came. Supra
18 immediately filed another report with BellSouth's Repair
19 Office at 10:00 A.M. The Repair Office stated the
20 technician had not been able to make it to the customer's
21 premises. However, the Repair Office had not notified
22 Supra or the customer of this. Another technician was
23 scheduled to visit the customer before 3:00 P.M. on
24 December 17, 1997, if the customer was going to be home.
25 Supra contacted Mr. X, but due to the time he had already
26 taken off from work on this issue, Mr. X was unable to meet

1 the technician that day and made a new appointment for the
2 following day at 11:00 A.M. BellSouth's Repair Office was
3 contacted and agreed to have a technician visit the
4 customer at 11:00 A.M.

5 On December 18, 1997, the customer called, very upset,
6 to inform Supra that the BellSouth technician never arrived
7 as agreed. Supra placed the fourth call on this issue to
8 BellSouth's Repair Office at 12:30 P.M. BellSouth informed
9 Supra that this time the technician did go to the
10 customer's premises to effect repair, and no problems were
11 found. Supra asked to speak with the technician that had
12 performed the testing. The technician called Supra and
13 told us that he was asked not to go into the customer's
14 premises by his supervisor because the account belonged to
15 a reseller company. He tested the line outside the
16 customer's premises and discovered that it was OK up to the
17 terminal. Because of the supervisor's instructions, the
18 technician did not speak with the customer, inform the
19 customer of testing the line, allow the customer to insist
20 the technician execute the inside wire plan maintenance, or
21 let the customer know that he could return to work.

22 Supra then called BellSouth's Repair Office for the
23 fifth time and informed them that the customer had an
24 inside wire plan and that Supra is allowed to resell the
25 inside wire maintenance plan. BellSouth claimed to be
26 unaware that Supra could resell this service, although the

1 customer records clearly indicate that the customer has
2 continued to pay for this service since transferring to
3 Supra. Due to the problems with making contact, BellSouth
4 requested that the customer leave a key with his neighbor
5 and BellSouth would send a technician the next day.
6 Surprisingly, Mr. X agreed to this condition.

7 On December 19, 1997, Mr. X again called Supra to
8 inform us that the BellSouth technician did not arrive as
9 scheduled. Supra called BellSouth's Repair Office, making
10 a sixth complaint on this line. Numerous telephone calls
11 were exchanged between personnel at various levels in Supra
12 and BellSouth, and an appointment was made for the
13 following morning, Saturday, December 20, 1997.

14 At 2:00 P.M. on December 20, 1997, Supra was able to
15 verify Mr. X's line and found it to be repaired and in
16 working order.

17 There is no doubt that had Mr. X been a BellSouth
18 customer, this particular chain of events would never have
19 happened. Mr. X's service would have been restored on the
20 first visit, which would have occurred much sooner than it
21 did. The repair supervisor would never have advised the
22 technician not to enter the customer's premises, the
23 technician would have spoken to the customer, allowing Mr.
24 X to inform him of the inside wire maintenance plan and
25 insist on the technician solving the problem right then.
26 There would not likely have been so many missed

1 appointments, as the BellSouth Repair Office would have had
2 to face the wrath of Mr. X directly.

3 Supra retained this customer. Under similar
4 circumstances, we have lost many more.

5
6 Q. DO YOU HAVE OTHER EXAMPLES OF PROBLEMS SUPRA HAS
7 EXPERIENCED AS A RESULT OF SUPRA HAVING INADEQUATE
8 ELECTRONIC ACCESS TO BELLSOUTH'S OPERATIONAL SUPPORT
9 SYSTEMS AND/OR BELLSOUTH'S UNTIMELY INSTALLATION,
10 MAINTENANCE AND REPAIR?

11 A. Yes. I have a series of incidents that have occurred
12 just since the beginning of March 1998 that are typical of
13 the problems Supra has experienced with BellSouth from the
14 beginning.

15 The first incident involved one of Supra's large
16 accounts. See exhibit BH-11 which is a series of faxes
17 back and forth between Supra and this large customer. On
18 March 9, 1998, I received a fax from our large customer
19 that questioned our billing them for three Miami numbers.
20 The customer stated that these three numbers did not belong
21 to the customer because they had been disconnected by
22 BellSouth in 1996. The customer stated that she had spoken
23 to their BellSouth representative who had explained that
24 when the customer had transferred their account to Supra,
25 Supra had reestablished those numbers on their account. I
26 told the customer that Supra could not have reestablished

1 numbers that had been disconnected for two years for the
2 obvious reason of the Miami number shortage. The same
3 three numbers would not have been available after such a
4 long period of time. I told the customer I would
5 investigate the situation to verify if these numbers had
6 been in service at the time of the customer's transfer to
7 Supra.

8 On March 11, 1998, I checked the BellSouth Customer
9 Service Records and all three lines were listed as active
10 accounts, billed to the customer's address. It was obvious
11 that BellSouth had not completed the customer's original
12 request to disconnect the three lines and rather than
13 accept responsibility for that error, had blamed Supra for
14 the mistake. Furthermore, it is absolutely impossible that
15 Supra could have reestablished these three particular phone
16 numbers unless these numbers had been on the customer's
17 bill as active lines when the customer's account was
18 switched to Supra. Supra would have had no other way to
19 know anything about these lines. It was not until the
20 customer received Supra's bill that the error was apparent
21 because BellSouth's bills are so complicated that errors
22 can be hidden for a long time without a customer becoming
23 aware of them. After my investigation, I urged the
24 customer to check with her BellSouth account representative
25 as to whether the three lines had been active at the time
26 of the customer's transfer to Supra. A few days later we

1 received a letter from the customer stating that they would
2 be transferring back to BellSouth because their account
3 representative had stated that Supra has made too many
4 "mistakes" on the customer's account. When BellSouth tried
5 to transfer the account, BellSouth completely disconnected
6 the customer's dial tone. The customer called me from her
7 cellular phone to report the trouble. I explained to her
8 that Supra had made no order activity on her account and
9 the problem she was having was because BellSouth had made
10 an error on the order to transfer her account to BellSouth.
11 When BellSouth transfers an account back to BellSouth,
12 BellSouth's employees generate an order to disconnect the
13 customer from the reseller and a new connect order to
14 BellSouth. The customer told me that she had spoken to
15 BellSouth before calling me and BellSouth told her that it
16 was Supra's fault that she had lost dial tone.
17 Furthermore, BellSouth repair told her that if she had
18 never switched in the first place, the loss of dial tone
19 would never have happened. After the customer's account
20 transferred back to BellSouth, we received a fax from the
21 customer on March 20, 1998, at 4:00 PM, asking us to
22 disconnect two of the numbers she questioned as active
23 lines. She had discovered that the lines were indeed live
24 and working at her address.

25 The second incident began on March 10, 1998. I placed
26 an order for new residential service for a new Supra

1 employee. See exhibit BH-12 attached hereto which is a
2 series of faxes and documents including LENS printouts and
3 a Local Service Request related to this incident. I
4 followed the correct ordering procedures. I verified the
5 employee's new address in LENS. I reserved two telephone
6 numbers in LENS because the new employee desired two lines.
7 I filled out the proper forms and faxed them to the
8 BellSouth Local Carrier Service Center (LCSC) on March 10,
9 1998. On March 12, 1998, I received a clarification
10 requesting the customer's long distance carrier choices(s).
11 I faxed the corrected forms. On March 13, 1998, after I
12 faxed the corrected forms, I received a clarification
13 stating that there was working service at the address.
14 Furthermore, the LCSC was asking if the service requested
15 was an additional line. I called the BellSouth
16 representative who processed our request and told him that
17 it was not an additional line, but new service and the
18 employee was moving into the apartment in one day. The
19 representative told me that since there was working service
20 in another name and since the service was non-published, he
21 could not process the Supra order. The representative told
22 me that his supervisor, Ms. Theresa Gentry, instructed him
23 that the only way our order could be processed was that the
24 owner of the telephone service in that apartment would have
25 to call the BellSouth business office and have the service
26 disconnected. I explained to the representative that the

1 owner had abandoned the service and that this is not the
2 way BellSouth handles such requests. The representative
3 said there was nothing more he could do because Ms. Gentry
4 had told him not to process the Supra order.

5 When BellSouth encounters such a situation, they
6 verify with the leasing office that the previous renter had
7 indeed moved out of the unit, then BellSouth disconnects
8 the abandoned service and installs the new tenant's
9 service. Because of Ms. Gentry's instructions, our
10 employee had to wait seven days to have his service
11 installed. This was quite distressing to him since he had
12 a two month old baby and was concerned that if a medical
13 emergency occurred, he would not be able to reach the
14 proper agencies expeditiously.

15 This incident points out a deficiency in Supra's
16 access to BellSouth's operational support systems in that
17 Supra has no way to determine that there is working phone
18 service at a particular address. BellSouth can determine
19 this immediately electronically. In these types of
20 situations, Supra will verify an address given by a
21 customer in LENS to assure that it is a valid 911 address
22 and then submit an order for service. Only after 48 hours
23 is Supra notified that BellSouth's information indicates
24 that there is working phone service at that address. This
25 creates an immediate minimum 48 hour delay. Of course,
26 Supra goes on to waste many more hours of employee time on

1 these types of problems resulting from lack of electronic
2 access to BellSouth's operational support systems.

3 On March 19, 1998, I received a call from the office
4 manager of a former business customer. The office manager
5 wanted to know why they were receiving a bill from Supra
6 because they had transferred back to BellSouth on January
7 14, 1998. I looked up the customer's service record in
8 LENS and discovered the problem. See exhibit BH-13 which
9 is a copy of the LENS customer service record. When
10 BellSouth processed the order to transfer the account back
11 to Bellsouth, for some bizarre reason, the agent billed the
12 account to Supra. After I hung up with the customer, I
13 called the BellSouth business office and I reached a Ms.
14 Marie Dinish at the BellSouth Jacksonville office. I
15 explained the situation and asked that she please
16 disconnect our billing number from this customer's account.
17 Ms. Dinish was quite rude to me and said she could not do
18 that because the end user did not request the billing to be
19 disconnected from Supra's account. I told her that it was
20 obvious the end user did not want their billing to go to
21 Supra when they had transferred their account from Supra
22 and back to BellSouth. I asked her to please check with
23 her supervisor, call the end user, disconnect the billing
24 from our account and change the effective bill date to the
25 transfer date of January 14, 1998, to assure that Supra
26 would not have to pay for this BellSouth customer's

1 service. She told me she would do so "if I have time." I
2 asked her to call me back with an answer as soon as
3 possible. I waited until 6:00 PM and since I had not yet
4 received a call from Ms. Dinish, I called the BellSouth
5 business office again and asked another representative if
6 an order had been placed to disconnect the billing from
7 Supra's account. The second representative verified that
8 the order had been placed, gave me an order number, and
9 stated that the effective bill date was changed to January
10 17, 1998. The effective bill date should have been January
11 14, 1998, since that is the date the service was
12 transferred back to BellSouth. I have never received any
13 call back from Ms. Dinish.

14 Supra has a continuing problem with BellSouth causing
15 extreme delays in processing our orders. A Supra customer
16 called our Customer Service Office on April 1, 1998, and
17 requested that his existing telephone service be moved to
18 his new apartment. I completed the necessary five forms
19 (which takes 45 minutes because it must be done manually)
20 and faxed them to the BellSouth LCSC at 6:10 PM. See
21 exhibit BH-14 attached hereto which consists of all of the
22 documentation related to this service request. On the
23 paperwork, I requested a due date of April 3, 1998. I
24 received the Firm Order Confirmation at 10:25 AM on April
25 3, 1998, with a new date of April 7, 1998. BellSouth
26 acknowledged that the order was error free. BellSouth

1 changed the due date without consulting with us.
2 Furthermore, on April 3, 1998, I called the representative
3 who processed our order and asked why it would take seven
4 days to complete a move order. She replied that the due
5 date was the best they could do. In addition, she told me
6 that she was not supposed to process our order because the
7 form arrived on their fax machine in the "Portrait" rather
8 than the "Landscape" format, but as a favor to us, she
9 completed the order anyway. Needless to say, our customer
10 has moved to his new location and will not have telephone
11 service until April 7, 1998. If our customer has an
12 emergency, he will not be able to reach the proper
13 agencies.

14 When the BellSouth team was here in March 1998 to
15 train us on ordering, I asked how to reserve telephone
16 numbers for Remote Call Forwarding (RCF) service. RCF
17 service is very popular in South Florida. The service
18 allows, for example, a Palm Beach customer to have a Miami
19 telephone number. When the caller dials the Miami number,
20 the call is forwarded to the Palm Beach customer's Palm
21 Beach telephone number. The problem is that in order to
22 reserve a telephone number, you must validate the address
23 in RSAG via LENS. Since RCF service utilizes a phantom
24 address, the address cannot pass the RSAG verification.
25 The BellSouth team did not know the answer to my question,
26 and suggested that the only way to validate the address

1 would be to know the address of the central office that
2 would service the RCF number and use the central office's
3 address to reserve the number. This would be an impossible
4 task, since we do not have all of the addresses for all of
5 the BellSouth central offices in all nine states. The
6 BellSouth team promised to get back to us with a better
7 answer. As of April 5, 1998, they have not responded.
8 Supra has lost numerous sales because we could not order
9 RCF in parity with BellSouth.

10 When the Bellsouth team was at Supra during March
11 1998, they explained that BellSouth's repair personnel
12 cannot enter a Supra customer's premises to repair an
13 inside wire problem even if requested to by the customer.
14 The BellSouth team stated that because the customer is a
15 Supra customer and not a BellSouth customer, BellSouth must
16 obtain Supra's authorization to enter the customer's
17 premises. Even though Supra is reselling BellSouth's
18 repair service and inside wire maintenance plan, BellSouth
19 is stating that when a Supra customer reports a trouble,
20 they cannot effectively repair the trouble because Supra is
21 not on the premises to give consent to their entering the
22 customer's premises. This is so, BellSouth claims, even
23 after Supra has called in to report the trouble for Supra's
24 customer.

25 None of this makes sense. We have called BellSouth's
26 repair office for our end users. BellSouth's repair

1 personnel visit the customer's premises and then tell the
2 customer that BellSouth cannot repair the service. It is
3 apparent that BellSouth is treating our customers as if
4 they are branch locations of a large business account. In
5 such an arrangement, the headquarters office would make any
6 decisions regarding the telephone service. BellSouth fails
7 to recognize, even at this late date, that Supra is
8 reselling BellSouth's service. Supra is paying BellSouth
9 to provide service and BellSouth is obligated to service
10 our customers just as they are obligated to service their
11 own customers. The upshot of all of this is that BellSouth
12 has merely to tell a Supra customer who has reported a
13 trouble that BellSouth cannot fix the trouble because the
14 customer is a Supra customer and BellSouth wins back
15 another account. This is an outrageously successful anti-
16 competitive tactic.

17 The last several incidents that I have spoken of
18 occurred in March and the beginning of this month of April
19 1998. These incidents have been repeated over and over and
20 over since Supra began its operations as an ALEC reselling
21 BellSouth's service.

22 The above incidents also point out perhaps the most
23 critical problem Supra has with BellSouth. This is the
24 fact that Supra must manually complete Local Service
25 Requests and all other orders to BellSouth. Although Supra
26 has access to LENS, LENS is extremely limited in its

1 capabilities. Supra cannot utilize LENS to do orders to
2 service existing Supra accounts. BellSouth has not
3 provided any reason for this limitation. LENS does not
4 provide prompts for the numerous USOC codes, feature
5 details, service and customer information requirements for
6 entering the most basic Local Service Request or any other
7 type of service request. This is in direct contrast to
8 BellSouth's retail ordering systems which provide
9 BellSouth's customer service representatives with an
10 electronic ordering system that has access to all customer
11 information and provides prompts for all critical
12 information. This permits BellSouth customer service
13 representatives, with little or no experience, with the
14 ability to completely fill out and process a customer
15 service order in ten minutes or less. Errors are
16 practically eliminated because the BellSouth electronic
17 ordering system will not permit an order from a customer
18 service representative to post if an error is present.
19 Whereas Supra has struggled to fill out its orders
20 manually. It takes 45 minutes of concentrated effort to
21 fill out a basic local service request. This is absolutely
22 understandable given the fact that Supra must fill in at
23 least six pages of forms for each local service request
24 which consists of codes for all items, at least 150
25 separate entries. Supra must look up the codes in the
26 handbooks provided by BellSouth. These code handbooks are

1 rife with errors. When this was communicated to BellSouth,
2 they simply acknowledged that there are errors in the
3 handbooks. When BellSouth's customer service
4 representatives receive Supra's manual orders and find any
5 error whatsoever, they state that they have been instructed
6 not to correct these errors or instruct Supra how to
7 correct them, but they refer Supra back to the handbooks to
8 find the correct codes for whatever the error might be.

9 When Supra submits an order that does have an error,
10 Supra will not learn of the error before the 48 hours
11 minimum time for BellSouth to process the order. Then
12 Supra will receive a "clarification" form from BellSouth
13 stating what the error is and requiring a corrected local
14 service request. Then the correction must be made manually
15 and resubmitted once again. Another 48 hours will pass
16 before processing the order or notifying Supra of any
17 further error. It is common practice for BellSouth to
18 report one error at a time to Supra. It is impossible for
19 Supra to provide reliable, timely service with this type of
20 ordering and processing arrangement.

21 The customers Supra has lost due to BellSouth's
22 failure to execute timely and effective repairs remain
23 upset at Supra. We have lost many accounts due to repair
24 problems. These customers do not realize that it is the
25 same company that could not fix problems when the customers
26 were Supra customers that could fix them promptly when they

1 were again BellSouth customers. Given the chronology of
2 these cases, one can certainly see the attraction in going
3 back to BellSouth when the customer is told that there are
4 problems because "it's a reseller account."

5 It is inappropriate for BellSouth to offer to switch a
6 customer back in order to more quickly effect repairs. It
7 is inappropriate for BellSouth to receive 611 calls for
8 Supra customers and treat them as sales leads by attempting
9 to convert the customer back to BellSouth.

10 It is very difficult to describe the frustration and
11 discouragement caused Supra by all of the problems with
12 BellSouth. Supra has taken no step in any direction that
13 has not been fraught with endless difficulties from
14 BellSouth.

15

16 **ISSUE NO. 5: HAS BELLSOUTH PROVIDED ADEQUATE WRITTEN**
17 **RULES, REGULATIONS, CODES, INSTRUCTIONS, DESCRIPTIONS OF**
18 **PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE,**
19 **AND ACTUAL SUPPORT SERVICE, OR MADE ANY MODIFICATIONS OF**
20 **PROCEDURES, IF NECESSARY, IN TIMELY FASHION, TO PERMIT**
21 **SUPRA TO UNDERSTAND AND UTILIZE EFFECTIVELY BELLSOUTH'S**
22 **PROCEDURES FOR BILLING, ORDERING, PROVISIONING,**
23 **INSTALLATION, REPAIR, ETC., THAT ARE ESSENTIAL TO SUPRA'S**
24 **ABILITY TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH**
25 **BELLSOUTH?**

26

27 A. I attended a Local Exchange Navigation System (LENS)

1 training class put on by BellSouth for ALECs. Because I
2 have worked for many years in the telecommunications
3 industry and specifically within the Bell System, I had
4 questions I wanted answered that were based on my knowledge
5 of provisioning local telephone service. These questions
6 were:

7 1) How do I find the customer's previous "customer
8 code"?

9 With the previous customer code, we are able to view
10 the customer's service record. The previous records are
11 essential for us to verify customers' billing addresses,
12 service features, installation dates, etc. The trainers,
13 Mr. and Mrs. Story, did not answer my questions. They were
14 just stone-faced. I could tell they knew the answer, but
15 would not or could not answer it.

16 2) Why is it not possible for Supra to order new
17 installation requests, which include jack installation
18 requests, in LENS?

19 The instructors said LENS does allow you to order
20 service with "jack request" however, whenever I place an
21 order, I get an error message: "refnum 0001 JK-POS
22 REQUIRED", i.e., jack position required. After several
23 attempts by the instructor, who received the same message,
24 I was told to just place those orders on "paper." The
25 instructors did not know how to place the order in LENS.

26 3) My third question was about how to change the

1 number of rings the calling party receives prior to the
2 call going into the "Call Forwarding" mode. The instructor
3 said "I'm not supposed to tell you, but since I know the
4 answer, I'll give it to you."

5 It was apparent to me that the instructors were
6 uncomfortable with me in the class. I was an experienced
7 telephone worker and I knew the right questions to ask.
8 Their reluctance appeared to come from the fact that the
9 purpose of the training classes is not to help the
10 resellers become successful, but rather that the class is
11 another avenue for BellSouth to sell something and to have
12 something to show the Florida Public Service Commission and
13 the FCC that BellSouth is helping to develop competition in
14 the local telephone service market.

15

16 **ISSUE NO. 10: HAS BELLSOUTH RESPONDED APPROPRIATELY TO**
17 **CONSUMER QUERIES REGARDING SUPRA?**

18 A. As Customer Service Manager at Supra, I am aware of
19 over 30 calls from Supra customers who were coached into
20 calling our business office and asking us "Who will repair
21 my phone if it goes out of order?" See exhibit BH-2
22 attached hereto. This question is part of BellSouth's
23 tactic to install doubt in the customer's mind about the
24 quality of Supra's and other ALECs' networks.

25 The tactic of questioning the repair abilities of the
26 ALEC is part of a program called "Call Them On It," a

1 coordinated effort of brochures and television spots
2 designed to prevent customers from changing from the RBOCs
3 to an ALEC. Composite exhibit BH-3 attached hereto
4 includes one of these brochures and some of the television
5 spots. The brochure asserts that long distance companies
6 will be "harassing you with an avalanche of confusing
7 offers" and that competition in the local market means
8 "more annoying phone calls and more confusing offers."
9 Furthermore, there is an Internet web site sponsored by the
10 United States Telephone Association of which BellSouth is a
11 member, *www.callthemonit.com*. See exhibit BH-4 attached
12 hereto. The web site is full of propaganda designed to
13 discourage consumers from selecting an ALEC for their local
14 telephone service.

15 Exhibit BH-5 attached hereto contains two customer
16 letters reflecting problems Supra has had with BellSouth
17 not timely provisioning service to Supra's customers.

18 Supra recently received a complaint from a customer
19 who called to say that he had had a problem with a
20 BellSouth repairman. This customer called to report a
21 problem with his bedroom telephone jack on March 18, 1998.
22 Supra reported the problem to the BellSouth repair office
23 quickly and we verified that the customer has the Inside
24 Wire Maintenance Plan. With this plan, the customer does
25 not have to pay for inside jack repairs. When the
26 BellSouth repairman arrived at the customer's residence,

1 the repairman told the customer that he would have to
2 charge to repair the jack because the customer "was no
3 longer our [BellSouth's] customer." The customer turned
4 the repairman away and called Supra to find out what the
5 problem was. I called the BellSouth repair office and they
6 confirmed that the customer was not to be charged for
7 inside wire jack repairs. Furthermore, BellSouth confirmed
8 that the repairman was not to make any such statements.
9 BellSouth sent another repairman out to fix the problem on
10 March 19, 1998. However, because of the problems getting
11 the jack fixed, the customer now wants to transfer his
12 service back to BellSouth.

13 Exhibit BH-6 contains a list of customers who were
14 told by BellSouth that BellSouth had never heard of Supra.
15 Exhibit BH-7 contains a list of customers who were told by
16 BellSouth employees to report Supra to the Florida Public
17 Service Commission. Exhibit BH-8 contains a list of
18 customers who were told by BellSouth that Supra is
19 "unreliable." Exhibit BH-9 contains a list of customers
20 who were told they would lose their yellow pages
21 advertising if they stayed with Supra. Exhibit BH-10
22 contains a list of customers who were told by BellSouth
23 employees that they did not have to pay Supra's bill if
24 they disputed it. These exhibits do not contain the total
25 numbers of customers who reported to Supra that such
26 statements had been made to them by BellSouth, but they are

1 an effort to reflect at least some of the customers who
2 have made these statements to Supra.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5 A. Yes.

[REDACTED]

March 9, 1998

Supra
Telecoms & Information Systems, Inc.
Att: Cicily
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

As per our telephone conversation earlier today, the following are the numbers that need to be switched for local service only:

[REDACTED]

[REDACTED]

[REDACTED]

27

Fax Lines:

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

ACCESS RESTRICTED

MIS Lines:

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

not with Supra

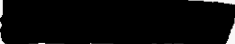
Modem Lines:

[REDACTED] [REDACTED] [REDACTED] [REDACTED]



[REDACTED]

Page 2

I need these lines to be switched. However, I have received bills for the following numbers and these do not belong to 

Hoping all your questions will be answered and the incorrect lines would be taken out of my account.

Thank you for your attention to this matter.

Sincerely,



STIS Fax

To: [REDACTED] From: Bradford I. Hamilton
Fax: [REDACTED] Date: March 11, 1998
Phone: [REDACTED] Pages: 1
Re: Local Phone Numbers CC:

Urgent For Review Please Comment Please Reply Please Recycle

•Comments: [REDACTED]

I have investigated the following numbers:

[REDACTED]

I have verified with BellSouth that the lines were active and live at the time of transfer to STIS, Inc. You can call your account rep at BellSouth and confirm that the numbers were being billed to your former miscellaneous account number [REDACTED]. If you would like to have the numbers disconnected, please call Cicily at 305-476-4222 and she will be happy to place the order.

Sincerely,

Bradford I. Hamilton
Bradford I. Hamilton

[REDACTED]

[REDACTED]

March 20, 1998

Supra
Telecoms & Information Systems, Inc.
Att: Mr. Brad Hamilton
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

Dear Mr. Hamilton:

The following is a request to disconnect the lines that have not been switched over to BellSouth.

These are: [REDACTED]

I would appreciate a recording free of charge on [REDACTED] forwarding the callers [REDACTED]

If you have any questions, do not hesitate to let me know. Thank you for your attention to this matter.

Sincerely,
[REDACTED]

[REDACTED]

March 20, 1998

Supra
Telecoms & Information Systems, Inc.
Attn: Mr. Brad Hamilton
269 Giralda Avenue
Suite 203
Coral Gables, FL 33134

Dear Mr. Hamilton:

The following is a request to disconnect the lines that have not been switched over to BellSouth.

These are: [REDACTED] → *only*

Correction
do not disconnect
I would appreciate a recording free of charge on [REDACTED], forwarding the callers [REDACTED]

If you have any questions, do not hesitate to let me know. Thank you for your attention to this matter.

Sincerely,
[REDACTED]

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: 305-476-4216
Fax: 305-441-9318

Supra Telecoms

Supra Fax

To: LCSC **From:** Bradford I. Hamilton
Fax: 1-800-773-4970 **Date:** March 10, 1998
Phone: 1-800-773-4967 **Pages:** 5
Re: New Installation **CC:**

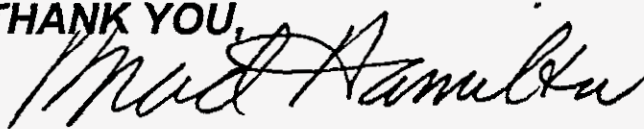
Urgent For Review Please Comment Please Reply Please Recycle

•Comments: *Dear LCSC:*

**PLEASE PROCESS THIS REQUEST FOR NEW SERVICE.
WE HAVE RESERVED THE FOLLOWING NUMBERS IN
LENS:**

[REDACTED]
[REDACTED]

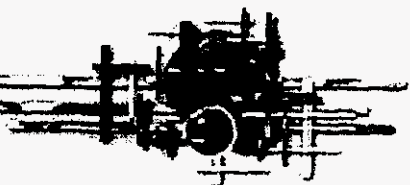
THANK YOU,



Bradford I. Hamilton

Customer Service Specialist

129 10
129 10



Inquiry Only

Address Validation

Street Number: Suffix: Street Name:

Dir-Prefix: T/F Dir-Suffix:

Unit: Elevation: Structure:

City: State: ZIP:

Descriptive Address:

Route: Box:

Telephone Number:

0000 COMPLETED SUCCESSFULLY

Valid Address!!

Inquiry Only



SUPRA
TELECOMS & INFORMATION SYSTEMS INC.

Local Service Request

VI
(12-99)

Administrative Section

DTSENT	DDO	DDDD	DFDT	PROJECT	SC	PG	OF						
					LESC	01	01						
ACT	ED	JFO	NTR	CC	AENG	MLM	SCA	AGNTH	DATED	AUTHNM	ACIL	CIC	REOTYP
													EB
AFOT	LST	LSD	TOS	SPEC	NC	NCI							
			RAE										
SEC	NCI	NPON	ROND	LSP	AUTH	LSP	AUTH	DATE	LSP	AUTH	NAME		CIC
SAN													
CUST													

Billing Section

BILLNM	ACMA	EDD	
FLOOR	ROOM	CITY	STATE
		MI	MI
ZIP CODE	BILLCON	TEL NO	VTA

Contact Section

MR STOP	CITY	STATE	ZIP CODE
TEL NO	PAGER		
TEL NO	PAGER		
DRG	TEL NO	FAX NO	EMAIL
MR STOP	CITY	STATE	ZIP CODE

NEW INSTALLATION - RILINIS

SUPRA
Page 4 of 10
Docket No. 980119-TP
Exhibit (BH-12)



Resale Service

Administrative Section PON VER RSCITY ORD

PQ OF
02 04

Hunting IA HNTYP HNTSEQ

Service Details

REF NUM LNA TN OTN

FCCKI											FPI	PC	APC	TC OPT
IC10	IC PER	JK CODE		JK NUM	JK POS	JR	NDR	WJK	WJQ	WJK	WJQ	WJK	WJQ	
IVJK	WJQ	SGNL	PULSE	TBE	CFA									
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							

REF NUM LNA TN OTN

FCCKI											FPI	PC	APC	TC OPT
IC10	IC PER	JK CODE		JK NUM	JK POS	JR	NDR	WJK	WJQ	WJK	WJQ	WJK	WJQ	
IVJK	WJQ	SGNL	PULSE	TBE	CFA									
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							
FA	FEATURE	FEATURE DETAL			FA	FEATURE	FEATURE DETAL							



SUPRA
TELECOMS & INFORMATION SYSTEMS INC.

End User Information

VI
(12-96)

Administrative Section PON _____ VER _____ DOTY _____

Location and Access NAME _____ STREET _____ FLOOR _____

HOUSA _____ BLDG _____ CITY _____ STATE ZIP CODE _____ LCON _____

TEL NO _____ EUMI ACC _____

Inside Wire IWD _____ IWBAN _____ IWCON _____ TEL NO _____

Bill Section LOCBAN _____ FBI _____ BILLNM _____

SUBNAM _____ STREET _____ FLOOR _____ ROOM _____

CITY _____ STATE ZIP CODE _____ BILLCON _____

TEL NO _____ SSN _____

Disconnect		REF NUM	DISC #	TER	TC OPT	TC TO	TC PER
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____
		_____	_____	_____	_____	_____	_____

SUPRA
 Page 6 of 10
 Docket No. 980119-TP
 Exhibit _____
 (BH-12)

Remarks _____

BellSouth Telecommunications Clarification Request

DATE 03/11/98

Fax to name: brad hamilton - stis

Fax to number: 305-441-9318

From Name: lcsc

Contact Number: 800-773-4967

RE: CLEC 7011, [REDACTED]

Clarification requested due to error in the following:

OTHER

Comments:

pic and lpic choice was omitted from both lines.

thank you.

THIS IS A FOLLOW UP COPY - NOT THE ORIGINAL.

A Supplemental LSR containing the original PON with an incremented version number is required to resolve this Clarification.

RETURN THIS FORM WITH THE SUPPLEMENTAL LSR.

BellSouth can not process this PON without a Supplemental LSR.

SUPRA
Page 8 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

BellSouth Telecommunications, Inc.

LCSC

To: brad hamilton - stis

Company: 7011

Fax: 305-441-9318

From: lcsc

Voice: 800-773-4967

Fax: 888-704-9368

Subject: Clarification [REDACTED]

Memo: The attached fax requesting clarification was sent at least ten working days prior to today, and has still not been resolved. This PON will be cancelled. Please submit a new LSR with a new PON if you want BellSouth to process this request.

Date: 03/26/98

Time: 04:42 AM CST

Pages Sent: 2

SUPRA
Page 9 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)

BellSouth Telecommunications Clarification Request

DATE 03/13/1998

Fax to name: supra
Fax to number: 305 441-9318
From Name: lcsc
Contact Number: 800-773-4970

RE: CLEC 7011, [REDACTED]

Clarification requested due to error in the following:
OTHER

Comments:

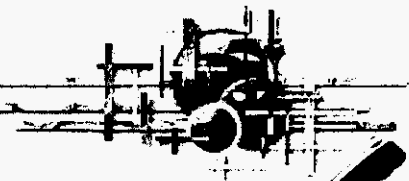
supra please verify your lsr. our records shows
non-pub
working svc at this location. pls verify if this is a
additional
line or abandoned location.

A Supplemental LSR containing the original PON with an
incremented version number is required to resolve this Clarification.

RETURN THIS FORM WITH THE SUPPLEMENTAL LSR.

BellSouth can not process this PON without a Supplemental LSR.

SUPRA
Page 10 of 10
Docket No. 980119-TP
Exhibit _____ (BH-12)



Inquiry Only

Return To Inquiry Menu

Get Credit History

Customer Record

659

LN
LA
SA
LOC
YPH

---DIR

---BILL

BN1
N2
BA3
A4
O

BTN 305 Q82-2670-670

Supra's Account
#

7-1-14-98
EBD

780.2500

Order
FULL NAME
? TOLLS

Did you know

RQH6597

main DISIS*
Mr De



---S&E

(LINES & STATIONS)

1 1FB Business Line

[REDACTED]

1 9ZR [REDACTED] +

1 1FB Business Line

[REDACTED]

[REDACTED]

QTY USOC

J

[REDACTED]

1 ESX

1 GCZ

1 MFD3X

1 NSS

1 9ZR

[REDACTED]

---COMPLETED ACTIVITY

Return To Inquiry Menu

Get Credit History

Inquiry Only



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SUPRA
Page 2 of 2
Docket No. 980119-TP
Exhibit _____ (BH-13)

BellSouth Interconnection Services

Firm Order Confirmation

Date: April 3, 1998

CLEC: supra

OCN: 7011

CLEC Initiator: b hamilton

PON: [REDACTED]

Order Number: [REDACTED]

Due Date: 04-07-98

TN/CKT: [REDACTED]

4204

BST Representative: theresa cheatham

BST Telephone: 800-773-4967

Remarks:

please use proper lsr form in the future-thanks

TELEPHONE NUMBERS ARE NOT GUARANTEED UNTIL CONNECTED

BellSouth Interconnection Services

Your Interconnection Advantage

SUPRA
Page 1 of 9
Docket No. 980119-TP
Exhibit _____ (BH-14)



BellSouth Interconnection Services

Facsimile

From theresa cheatham
Department Local Carrier Service Center
Address

Telephone Number 800-773-4967
Fax Number

To supra
b hamilton

Telephone Number
Fax Number 305-441-9318

Comments

If this fax is not received in good order, please contact the sender listed above.

Date April 3, 1998 Total Number of Pages 2

SUPRA
Page 2 of 9
Docket No. 980119-TP
Exhibit (BH-14)

2620 SW 27th Avenue
Miami, FL 33133
Phone: 305-476-4216
Fax: 305-441-9318

Supra Telecoms

STIS Fax

To: LCSC **From:** Bradford I. Hamilton
Fax: 1-800-773-4970 **Date:** April 1, 1998
Phone: 1-800-773-4967 **Pages:** 6
Re: Outside move - Same wire center **CC:**

Urgent For Review Please Comment Please Reply Please Recycle

•Comments: *Dear LCSC:*

Our end-user [REDACTED] wants his service moved from [REDACTED] [REDACTED] [REDACTED]. The telephone number is [REDACTED].

Thank you,



Bradford I. Hamilton

(Insert Your Company Logo)

Local Service Request

7 51

Administrative Section

COA	FOR	VER	LSR NO		
[REDACTED]		[REDACTED]		[REDACTED]	
AN	ATN	[REDACTED]		[REDACTED]	
DOB	ACTIME	BOOD	APPTIME	DFOF	PROJECT
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ONE	PROTIP	ACT	SLP	DA	AFO
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
ACT	[REDACTED]	LSR	LSO	JOB	SPEC
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
NCI	CHARGE	SEC NO	RFOR	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
LSR AUTH	LSR AUTH DATE	LSR AUTH NAME	CIC	CMT	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

BNI Section

BANK	ACRA	EMB		
[REDACTED]	[REDACTED]	[REDACTED]		
BLLIN	BELLIN	TE	EMP	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
STREET	FLOOR	ROOM	CITY	STATE
[REDACTED]	[REDACTED]	[REDACTED]	MIAMI	FL
ZIP CODE	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Contact Section

[REDACTED]		[REDACTED]		[REDACTED]	
FLOOR	ROOM/MAIL STOP	CITY	STATE	ZIP CODE	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
MPCON	TEL NO	FAX NO			
[REDACTED]	[REDACTED]	[REDACTED]			
ALT MFCN	TEL NO	FAX NO			
[REDACTED]	[REDACTED]	[REDACTED]			
BOCON	ERC	TEL NO	FAX NO	EMAIL	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]		[REDACTED]		[REDACTED]	
FLOOR	ROOM/MAIL STOP	CITY	STATE	ZIP CODE	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	

Remarks

OUTSIDE MOVIE, SAME WIRE CENTER

(Insert Your Company Logo)

Resale Service

12
1977

Administrative Section

RDVTY	ORD	VER	AM											ATM										
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Hunting	NA	INTVP	HUNT	SED										
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Service Details

										OTN											FRSD											TSP										
--	--	--	--	--	--	--	--	--	--	-----	--	--	--	--	--	--	--	--	--	--	------	--	--	--	--	--	--	--	--	--	--	-----	--	--	--	--	--	--	--	--	--	--

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										PP	PC											LPC											TCOPT	BS	MATH
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ICFO											ICCODE	ICNUM	ICPOS	JA	ICR	ICR											INJD	INR											INJD	INR											INJD	INR
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INR	INJD	SON	PULSE	SA	BLOCK	SA	BLOCK																														
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FA	FEATURE	FEATURE DETAIL
[REDACTED]	FA	FEATURE
[REDACTED]	FA	FEATURE
[REDACTED]	FA	FEATURE
[REDACTED]	FA	FEATURE
[REDACTED]	FA	FEATURE
[REDACTED]	FA	FEATURE

SUPRA
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Docket No. 980119-TP
Exhibit (BH-14)

(Insert Your Company Logo)

End User Information

v2
(4.97)

Administrative Section PON VER AN ATN DQTY PG OF

[REDACTED]

Location and Access NAME SAPH SANO SASF SASD

[REDACTED]

SASH BASS

FLOOR ROOM BLDG

[REDACTED]

CITY STATE ZIP CODE LOCAL

[REDACTED]

TEL NO FIRM ACC

[REDACTED]

WSOP CPE MFR CPE MOD

[REDACTED]

Inside Wire IWO IWBAN IWCON TEL NO

[REDACTED]

Bill Section EAN EATR FBI BILLNM

[REDACTED]

SBILLNM STREET FLOOR ROOM

[REDACTED]

CITY STATE ZIP CODE BILLCON

[REDACTED]

TEL NO BSN

[REDACTED]

DIRECTORY LISTING REQUEST

Administrative Section

ATN _____

PG 05 OF 05

DATE 4-1-1998

Phone Request Section

NAME STIS, INC
 PHONE NUMBER _____
 NUMBER _____
 OR IDENTIFICATION BRAD HAMILTON
 OR TEL. NO. _____
 ACCT NO. _____
 SERVICE: BUSINESS RESIDENCE GOVERNMENT
 LISTING DUE DATE 4-11-98

DATE 4-1-1998
 END USER NAME _____
 END USER ADDRESS _____
 CITY, STATE, ZIP _____
 END USER ACCT. NO. _____

Delivery Section

COMPANY NAME _____
 COMPANY ADDRESS _____
 CITY, STATE, ZIP _____

WHITE PAGE DELIVERY:

ANNUAL QTY 1
 INTERIM QTY 1

YELLOW PAGE DELIVERY:

ANNUAL QTY 1
 INTERIM QTY 1

Information Section

PRECEDENCE LISTING (AVL)

CORRECT LISTING

ACT	Listing Order	Caption Indent Level	Telephone Number	Listing Type	Listed Name	Listed Address	Yellow Page Heading Code	SIC	For Secondary Directory Name
<u>A</u>									

SUPRA
 Page 8 of 9
 Docket No. 980119-TP
 Exhibit (BH-14)

BELLSOUTH
LOCAL EXCHANGE NAVIGATION SYSTEM

Inquiry Only

Address Validation

Street Number: Suffix: Street Name:

Dir-Prefix: T/F Dir-Suffix:

Unit: Elevation: Structure:

City: State: FL ZIP:

Descriptive Address:

Route: Box:

Telephone Number:

Validate Cancel Reset

0000 COMPLETED SUCCESSFULLY

Valid Address!! OK

Inquiry Only



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