

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Complaint of Supra Telecommunications ) Docket No. 980119-TP  
and Information Systems, Inc., Against )  
BellSouth Telecommunications, Inc. ) Filed: April 10, 1998  
\_\_\_\_\_ )

PREHEARING STATEMENT OF  
SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

Supra Telecommunications & Information Systems, Inc. ("Supra"), hereby files its prehearing statement pursuant to Rule 25-22.038(3) Florida Administrative Code, and Order No. PSC-98-0323-PCO-TP, issued February 24, 1998:

1. Witnesses.

Supra will offer the following witnesses in this proceeding:

- A. Olukayode A. Ramos, addressing all Issues
- B. John Reinke, addressing Approved Issues 1(c) and 1(d) [Preliminary Issues 4(c) and 4(d)]
- C. Bradford Hamilton addressing Approved Issues 1(d), 1(e), 2, and 5 [Preliminary Issues 4(d), 4(e), 5, and 10]

2. Exhibits.

Supra's witnesses will sponsor the following exhibits in this proceeding:

A. Olukayode A. Ramos:

The exhibits attached to Mr. Ramos' Prefiled Direct Testimony and Amended Prefiled Direct Testimony:

<u>Exhibit:</u>	<u>Title:</u>
OAD-1	Supra Letter to Scott Schaefer of BellSouth
OAD-2	Oct. 20, 1997, Letter to Gregg Beck
OAD-3	Jan. 15, 1997, Letter from BellSouth
*OAD-4	Example of Manually-Typed Bill

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU Siranni
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG 2
- LIN 3
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC 1
- WAS \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

04143 APR 10 98

FPSC-RECORDS/REPORTING

- \*OAR-5            Example of BellSouth Lines Billed  
                         to Supra
- OAR-6            Documents Related to Telephone  
                         Number Availability
- \*OAR-7            Supra Order Tracking and Inquiry  
                         Forms Showing Obsolete USOC Code  
                         and Other Problems Causing Delays
- \*OAR-8            BellSouth PIC Adds/Disconnects  
                         Report
- OAR-9            Supra Chart Comparing BellSouth  
                         Required Interconnection Intervals  
                         With Actual Completion Intervals
- OAR-10            Supra Internet Trouble Sheets  
                         Showing Examples of Periods of  
                         Time BellSouth's LENS System Has  
                         Been Down
- OAR-11            Selected Pages of Interconnection  
                         Agreement, Attachment 11, Exhibit  
                         2-FL, Showing Rates for Unbundled  
                         Network Elements and Collocation
- OAR-12            Selected Pages of Interconnection  
                         Agreement, Attachment 10, Showing  
                         Provisioning Performance  
                         Measurements
- OAR-13            Example Page of Encrypted Data from  
                         BellSouth DAB Program
- OAR-14            Two Examples of BellSouth Retention  
                         Letters

Note: Supra will ask the Commission to take judicial notice of the Commission-approved Resale, Collocation, and Interconnection Agreements executed by Supra and BellSouth as part of the record of this proceeding.

B. John Reinke:

The exhibit attached to Mr. Reinke's Prefiled Direct Testimony:

<u>Exhibit:</u>	<u>Title:</u>
JR-1	Nov. 13, 1997, Letter to BellSouth

C. Bradford Hamilton:

The exhibits attached to Mr. Hamilton's Prefiled Direct Testimony and Amended Prefiled Direct Testimony:

<u>Exhibit:</u>	<u>Title:</u>
*BH-1	Supra Customer Letter Regarding Repair Problem With BellSouth
*BH-2	Chart Showing Supra Customers Stating that BellSouth Told Them to Ask "Who will repair my phone?"
BH-3	Information Regarding "Call Them On It" Promotion and Other Anti-Competitive Propaganda by BellSouth/U.S. Telephone Ass'n
BH-4	Internet Information Showing BellSouth Full Member of U.S. Telephone Ass'n
*BH-5	Two Example Supra Customer Letters Showing Problems With Timely Installation and Processing of Orders by BellSouth
*BH-6	Chart Showing Supra Customers Who Stated BellSouth Said It Had Never Heard of Supra
*BH-7	Chart Showing Supra Customers Told to Report Supra to FPSC
*BH-8	Chart Showing Supra Customers Told by BellSouth that Supra is Unreliable
*BH-9	Chart Showing Supra Customers Told by BellSouth They Would Lose Yellow Pages Advertising if Stayed With Supra
*BH-10	Chart Showing Supra Customers Told by BellSouth They Do Not Have to Pay Supra Bill if They Dispute It
*BH-11	Series of Faxes Between Supra and Supra Customer Showing BellSouth Errors Resulting in Supra's Loss of Customer

- \*BH-12            Local Service Request Documentation Showing Supra's Problems With BellSouth Related to Ordering New Service
  
- \*BH-13            Documentation Showing Supra Being Billed for BellSouth Customer
  
- \*BH-14            Documentation Showing Problems and Delays Related to Ordering a Change in Service for an Existing Supra Customer

\*These are exhibits for which Supra has requested confidential classification.

Supra reserves the right to identify further exhibits for rebuttal purposes and to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of the Commission.

### 3. Basic Position.

Supra Telecommunications & Information Systems, Inc.'s basic position in this proceeding is that BellSouth Telecommunications, Inc., has violated the provisions of the Telecommunications Act of 1996 and the provisions of the Resale, Collocation and Interconnection Agreements executed by Supra and BellSouth and that these violations have resulted in Supra being unable to provide local exchange services equivalent to those provided by BellSouth. Supra believes that BellSouth has violated the Telecommunications Act of 1996 by failing to negotiate in good faith with Supra the rates, terms, and conditions of the Resale, Collocation and Interconnection Agreements that Supra and BellSouth entered into and by numerous anti-competitive behaviors that have severely hampered Supra's efforts to establish its local exchange business.

Supra believes BellSouth has also violated the Telecommunications Act and the Resale, Collocation, and Interconnection Agreements by failing to provide Supra with access to unbundled network elements on parity with that BellSouth provides for itself and by interpreting the agreements in such a fashion as to prohibit Supra from providing local exchange telecommunications services equivalent to those provided by BellSouth. The numerous ways in which BellSouth has prevented Supra from providing equivalent local exchange services are described in the issues identified in this proceeding. Supra urges the Commission to address these violations by BellSouth by arbitrating the rates, terms, and conditions of the Resale, Collocation and Interconnection Agreements and by requiring BellSouth to provide Supra access to unbundled network elements on parity with BellSouth, including BellSouth's billing service and dark fiber, and prohibiting anti-competitive behavior by

BellSouth.

4. Positions on Issues:

**POSITIONS ON PRELIMINARY ISSUES SUBJECT TO MOTION  
FOR RECONSIDERATION BY THE FULL COMMISSION PANEL**

The following Preliminary Issues Nos. 1, 2, 3, and 6 have been excluded from this proceeding by the Prehearing Officer, however, Supra has filed a Motion for Reconsideration of Order No. PSC-98-0416-PCO-TP, and therefore provides the following positions on these issues:

Preliminary Issue No. 1: Has BellSouth Telecommunications, Inc., violated the provisions of the Telecommunications Act of 1996 by failing to negotiate in good faith the terms, conditions, and rates of the Resale, Collocation, and Interconnection Agreements it has entered into with Supra Telecommunications & Information Systems, Inc.?

Position: Yes. The Commission should arbitrate the Resale, Collocation, and Interconnection Agreements between Supra and BellSouth based on BellSouth's failure to negotiate these agreements in good faith.

Preliminary Issue No. 2: Has BellSouth violated the Telecommunications Act by entering into agreements with Supra and/or interpreting the Agreements it has entered into with Supra such that Supra has not been provided interconnection on terms that are just, reasonable and nondiscriminatory?

Position: Yes. Supra's testimony and exhibits demonstrate the fact that Supra's interconnection with BellSouth has not been on terms that are just, reasonable and nondiscriminatory.

Preliminary Issue No. 3: Has BellSouth violated the Telecommunications Act by failing to give Supra access to all unbundled network elements that is at least equal in quality to that provided to BellSouth, any BellSouth subsidiary or affiliate, or any other carrier?

Position: Yes. Supra's testimony and exhibits demonstrate that BellSouth has not given Supra access to all unbundled network elements that is equal in quality to that provided to BellSouth or any other carrier. BellSouth has refused to even negotiate such access for its billing service or its dark fiber.

Preliminary Issue No. 6: Is BellSouth required to resell its billing service to Supra?

Position: Yes. It is Supra's position that BellSouth's billing service is a network element that must be provided on an unbundled basis to Supra. There is no provision of telecommunications service without billing. The spirit of the

Telecommunications Act of 1996 is that there be competition in the local exchange market. If billing is not considered a network element that must be provided on an unbundled basis, the goals of the Act will not be fulfilled because the small new companies that might enter the market will be prohibited from doing so by the almost insurmountable problems related to billing customers for local service. Furthermore, BellSouth itself charges customers separately for customized billing in its tariff. A substantial portion of BellSouth's costs come from billing its customers.

#### POSITIONS ON APPROVED ISSUES

Approved Issue No. 1: Has BellSouth Telecommunications, Inc., failed to properly implement the following provisions of its Resale, Collocation, and Interconnection Agreements with Supra such that Supra is able to provide local exchange service on parity with that which BellSouth provides:

- a. Billing requirements;
- b. Telephone number access;
- c. Provision of dial tone;
- d. Electronic access to Operational Support Systems (OSS) and OSS interfaces (Ordering and Provisioning, Installation, Maintenance and Repair);
- e. Notification requirements;
- f. Timeliness of installation, repair and maintenance.

Position: Yes, BellSouth has failed to properly implement the listed provisions of the Resale, Collocation and Interconnection Agreements with Supra. Supra's testimony and exhibits go into detail regarding each of the above sub-issues. Supra's basic position is that if BellSouth is not required to resell its billing service to Supra or other ALECs it will be practically impossible for Supra or any other new or relatively small ALEC to succeed in the local exchange market. Likewise, Supra must be given appropriate access to BellSouth's operational support systems to make it possible for Supra to provide equivalent local exchange service. It must be made absolutely mandatory for BellSouth to process orders and provision service and repairs for Supra or any other ALEC on a basis equivalent to its internal performance if Supra or any other ALEC is to have any possibility of surviving long enough to provide any competition to BellSouth in the provision of local exchange service.

Approved Issue No. 2: Has BellSouth provided adequate written rules, regulations, codes, instructions, descriptions of procedures, other written materials, technical guidance, and actual support service, or made any modifications of procedures, if necessary, in timely fashion, to permit Supra to understand and utilize effectively BellSouth's procedures for billing,

ordering, provisioning, installation, repair, etc., that are essential to Supra's ability to provide local exchange service on parity with BellSouth?

Position: No, BellSouth has not provide adequate written rules, regulations, codes, instructions, etc. as delineated in Supra's testimony and exhibits. Supra believes that BellSouth has neglectfully and purposefully assured that Supra would not know the information it needed to know to succeed. BellSouth has made overtures and gestures such as providing training and handbooks. However, Supra has experienced overwhelming disregard by BellSouth for providing Supra accurate information in a timely fashion or for informing Supra of procedures and the tremendous amount of BellSouth information needed for Supra or any ALEC to effectively resell BellSouth's local exchange services.

Approved Issue No. 3: Has BellSouth acted appropriately in its billing of Supra and has Supra timely paid its bills to BellSouth?

Position: No, BellSouth has not acted appropriately in its billing of Supra and yes, Supra has timely paid its bills to BellSouth except for occasions on which Supra has disputed the amounts billed by BellSouth. Supra has, at this point, paid everything BellSouth has demanded. Supra requests the Commission to order BellSouth to refund monies that Supra has been overcharged as a result of BellSouth's errors and inappropriate application of its tariff.

Approved Issue No. 4: Has BellSouth appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra?

Position: No, BellSouth has not appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. This tariff was adopted to apply to end users, not resellers of BellSouth's local exchange telecommunications services. This tariff provision will make it impossible for Supra or any ALEC to lure any customer away from BellSouth.

Approved Issue No. 5: Has BellSouth responded appropriately to consumer queries regarding Supra?

Position: No. Supra's testimony and exhibits detail the many problems Supra has had with BellSouth's interactions with Supra customers. Basically, BellSouth has utilized its frequent opportunities to interact with Supra customers to aggressively compete with Supra in a way that will make it absolutely impossible for Supra or any other ALEC to provide local exchange service.

Approved Issue No. 6: What relief, if any, should the Commission order for Supra or BellSouth?

Position: The Commission should arbitrate the rates, terms, and conditions of the Resale, Collocation, and Interconnection Agreements between Supra and BellSouth. The Commission should require BellSouth to resell its billing service to Supra. The Commission should require BellSouth to resell its dark fiber to Supra. The Commission should require BellSouth to provide electronic access to BellSouth's operational support systems such that Supra may provide local exchange service on parity with that provided by BellSouth. The Commission should require BellSouth to modify its procedures in any reasonable way necessary to make it possible for Supra or any other ALEC to have a decent possibility of providing competitive local exchange service. The Commission should require BellSouth to modify its General Subscriber Services Tariff to prohibit BellSouth from charging Supra one full month's service in advance for each customer Supra obtains from BellSouth. The Commission should prohibit BellSouth from continuing the many anti-competitive actions and practices described in Supra's testimony and exhibits. The Commission should sanction BellSouth for its anti-competitive behaviors. The Commission should order BellSouth to refund monies that have been overcharged to Supra.

5. Stipulated Issues:

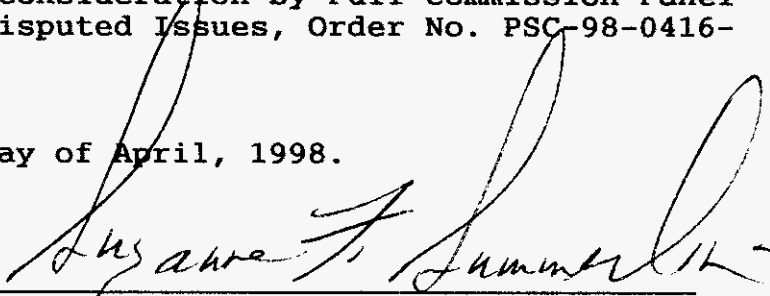
No issues have been stipulated at this point.

6. Pending Motions.

Supra has the following pending motions:

- A. Motion for Reconsideration by Full Commission Panel of Order on Disputed Issues, Order No. PSC-98-0416-PCO-TP

DATED this 10th day of April, 1998.

  
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail to the following individuals this 10th day of April, 1998:

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