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May 3, 1999

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VIA EXPRESS MAIL

BLANCA BAYO

Director of Records & Reporting
Divison of Records & Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(850) 413-6770

Re: **Supra v. BellSouth, Docket No. 980119-TP**

Dear Ms. Bayo:

Please find enclosed for filing an original and fifteen (15) copies of the Petitioner Supra Telecommunication & Information Systems, Inc.'s Response And Opposition To BellSouth's Notice Of Compliance And Request For Approval Of BellSouth's Alleged Compliance With Order No. PSC-98-1001-FOF-TP. Please also find enclosed an extra copy, for which we request that you stamp with the filing date and return in the enclosed postage pre-paid, self-addressed envelope.

If you have any questions or comments, please feel free to contact me at (305) 531-5286.

Sincerely,



Mark E. Buechele

AFA	_____
APP	1 _____
CAF	_____
CMU	1 _____
CTR	_____
EAG	_____
LEG	1 enclosures
MAS	3 _____
OPC	_____
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SEC	1 _____
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DOCUMENT NUMBER-DATE

05774 MAY-6 99

FPSC-RECORDS/REPORTING

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

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

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) Docket No.: 980119-TP
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) Dated: May 3, 1999
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**SUPRA TELECOM'S RESPONSE AND OPPOSITION TO
BELLSOUTH'S NOTICE OF COMPLIANCE AND REQUEST
FOR APPROVAL OF BELLSOUTH'S ALLEGED
COMPLIANCE WITH ORDER NO. PSC-98-1001-FOF-TP**

PETITIONER, SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS,
INC. ("Supra"), by and through its undersigned counsel, hereby serves and files this its response
and opposition to the Respondent BELLSOUTH TELECOMMUNICATIONS, INC.'s
("BellSouth") Notice Of Compliance And Request For Approval Of BellSouth
Telecommunications, Inc.'s Compliance With Order No. PSC-98-1001-FOF-TP, and in support
thereof states as follows:

I. Procedural Background

1. On or about January 23, 1998, Supra filed a complaint against BellSouth seeking an interpretation of certain agreements between the parties and alleging that BellSouth had failed to comply with certain aspects of the parties' interconnect, collocation and resale agreements.
2. On April 30, 1998, a hearing was held before this Commission regarding Supra's complaint.

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3. On July 22, 1998, this Commission issued a final order on Supra's complaint in Order No. PSC-98-1001-FOF-TP. In that order, this Commission ruled that BellSouth was required to do, in pertinent part, as follows:

- (a) provide Supra with CABS formatted bills, rather than CLUB formatted bills;
- (b) identify to Supra which USOC codes are discounted and which are not;
- (c) provide Supra with the ability to reserve the same number of telephone numbers through LENS as BellSouth can through RNS;
- (d) provide Supra with all of BellSouth's central office addresses so that Supra is able to reserve telephone numbers for Remote Call Forwarding service to its end users;
- (e) modify the ALEC ordering systems so that the systems provide the same online edit checking capability to Supra that BellSouth's retail ordering systems provide;
- (f) retrain its employees on the proper procedures for handling ALEC repairs and Inside Wire Maintenance problems;
- (g) if contacted by Supra customers regarding any complaints against Supra, BellSouth shall direct the customer to Supra; and
- (h) provide any outstanding documentation requested by Supra.

4. Thereafter, BellSouth and Supra moved for reconsideration and/or clarification of this Commission's Order No. PSC-98-1001-FOF-TP, which motions were granted in part on October 28, 1998 in Order No. PSC-98-1467-FOF-TP. In that order, this Commission clarified Order No. PSC-98-1001-FOF-TP as follows:

- (a) BellSouth shall provide PLATS to Supra on a per request basis, and

may do so subject to a protective agreement between the parties, if necessary; and

(b) BellSouth shall modify LENS to provide for the same online edit checking capability available to BellSouth's retail ordering systems by December 31, 1998. If BellSouth is able to demonstrate that it is not possible to modify LENS in order to provide online edit checking by that date, BellSouth may file a Motion for Extension of Time for the Commission's consideration.

5. Notwithstanding this Commission's final orders, BellSouth made no effort to modify LENS to provide online edit checking capability. Instead, BellSouth opted to seek review of this issue in the Commission's order by filing suit in United States District Court for the Northern District of Florida. BellSouth has sought no stay of this Commission's prior orders entered in this proceeding. With respect to matters other than the modification of LENS, BellSouth did not fully comply as will be set forth further in this response.

6. As a result of BellSouth's failure to comply with the final orders entered in these proceedings, on or about January 7, 1999, Supra filed and served its Notice Of Supra Telecom Pursuant To Florida Statute § 120.69. In that notice, Supra advised BellSouth and this Commission that BellSouth had failed to comply with this Commission's final orders previously entered in this docket and that unless BellSouth complied with such orders within sixty days of service of the notice, Supra would file suit in the Circuit Court seeking to enforce this Commission's rulings.

7. When BellSouth refused to comply with the final orders entered in this docket, Supra filed suit pursuant to Florida Statute § 120.69 on March 15, 1999 in the Circuit Court of the

Eleventh Judicial Circuit In And For Miami-Dade County, Florida. The case is currently pending before the Honorable Gisela Cardonne and is styled as State of Florida, ex rel. Supra Telecommunications & Information Systems, Inc. v. BellSouth Telecommunications, Inc., Case No. 99-6532 (CA-08) (11th Judicial Circuit). The petitioner Supra has already filed a motion for summary judgment seeking to summarily enforce at least the requirement that BellSouth modify LENS to provide online edit checking capability.

8. Florida Statute § 120.69 provides in pertinent part that after certain notice requirements have been met, any interested party may file a petition for enforcement of any agency action in the Circuit Court where the subject matter of the enforcement is located. Accordingly, pursuant to the Florida statutory scheme, enforcement of this Commission's prior orders in this docket lies properly with the Circuit Court.

9. Because a proper proceeding for enforcement lies with the Circuit Court, Supra believes and requests that this Commission refrain from ruling upon any request by BellSouth to determine its compliance with this Commission's prior rulings. Moreover, as is evident by the attached Declaration Of David Nilson, BellSouth has not complied with many aspects of this Commission's prior rulings and thus any request to validate BellSouth's alleged compliance should be denied. In any event, if this Commission wishes to inform the Circuit Court of its views in this matter, pursuant to Florida Statute § 120.69(1)(d), this Commission has an absolute right to intervene in the Circuit Court action, thereby assisting the Circuit Court in interpreting the intents of this Commission's rulings.

10. For the reasons stated above and as explained in greater detail below, this

Commission should refrain from giving BellSouth a declaratory ruling regarding its alleged compliance, or in the alternative, BellSouth's request should be denied.

II. Jurisdiction Of The Compliance Issue Is Before The Circuit Court

It is a basic principle that where the same or similar parties and facts are before two tribunals, regardless of the remedy sought in each case, the tribunal first acquiring jurisdiction over the dispute retains exclusive power to decide all issues raised in the first case.

"Where two courts have concurrent jurisdiction in any proceeding, the power to entertain the action attaches exclusively to that court which first exercises jurisdiction in the matter. And that court will ordinarily retain such jurisdiction for the purpose of deciding every issue or question properly arising in the case. In fact, when a court of concurrent jurisdiction acquires jurisdiction before any other court, its jurisdiction is exclusive, and prohibition will lie to restrain interference therewith. This rule has been the rule since territorial times, the courts reasoning that the tribunal which first acquires jurisdiction should be permitted to retain it to the termination of the cause." 13 Fla.Jur.2d, Courts and Judges § 112.

In Benedict v. Foster, 300 So.2d 8 (Fla. 1974), the petitioner brought an action to declare an individual incompetent. Subsequently, the respondents brought a similar action seeking the same result. In holding that the second court lacked jurisdiction over the issues the Supreme Court stated:

"Although both courts in this cause had jurisdiction, the court which first accepts jurisdiction over the subject matter must have the power to proceed to the exclusion of any other court in order to avoid multiple legal proceedings such as illustrated in this cause." Benedict, supra, 300 So.2d at 10.

In Williams v. Bullington, 32 So.2d 273 (Fla. 1947), a plaintiff sued a defendant in one action seeking declaratory relief as to rights in a piece of property. Subsequently the defendant brought a separate suit against the plaintiff for ejection. The Supreme Court held that the first

court acquired jurisdiction over the entire controversy and thus the second suit would be enjoined pending completion of the first action. Likewise in Martinez v. Martinez, 15 So.2d 842 (Fla. 1943), a wife brought suit for maintenance and custody of the couple's children. The husband subsequently filed a separate action seeking a divorce and child custody. The Florida Supreme Court held that since any matters litigable in the first action could also be determined in the second action, the second court lacked jurisdiction to proceed in the cause stating.

"We are committed to the rule, often recognized by other courts in the United States, that in case of conflict between courts of concurrent jurisdiction the one first exercising jurisdiction acquires control to the exclusion of the other." Martinez, supra, 15 So.2d at 844.

This same principle has been applied by numerous lower courts as well. See Independent Fire Ins. Co. v. Arvidson, 564 So.2d 1254 (Fla. 4th DCA 1990) (stay of subsequent action required); Florida Insurance Guaranty Assoc., v. Celotex Corp., 547 So.2d 660, 661 (Fla. 2d DCA 1989) ("[A] single set of facts constitutes the controversy between the parties. When the jurisdiction of a competent court is invoked in regard to those facts, it is to the exclusion of any other court of concurrent jurisdiction."); Lightsey v. Williams, 526 So.2d 764, 766 (Fla. 5th DCA 1988) ("Clearly, the rules . . . are intended to prohibit a race to judgment, [and] cannot be avoided by such maneuvers"); see also Coon v. Abner, 246 So.2d 627 (Fla. 4th DCA 1971); and Burns v. Hartford Accident & Indemnity Co., 157 So.2d 84 (Fla. 3d DCA 1963).

In this instance, the first tribunal in which the issue was raised as to whether or not BellSouth has complied with this Commission's final orders was the Circuit Court of Miami-Dade County. BellSouth's latest request is simply an attempt to circumvent the Circuit Court and race towards a potentially inconsistent judgment before this Commission. Pursuant to

Florida Statute § 120.69, jurisdiction over enforcement proceedings lies in the Circuit Court. Indeed, Florida Statute § 364.015 specifically authorizes this Commission to seek enforcement of its orders in the Circuit Court (in addition to remedies provided by Florida Statute § 120.69). Although the cases cited above occurred in the context of court proceedings, given the expressed jurisdictional grant of the Circuit Court over enforcement proceedings, this Commission should yield to the Circuit Court's jurisdiction over the issue of compliance.

Supra notes that the Circuit Court is equally competent to determine whether or not BellSouth has complied with this Commission's prior rulings. Moreover, if this Commission wishes to advise or inform the Circuit Court of its views regarding this matter, pursuant to Florida Statute 120.69(1)(d), this Commission has the absolute right to intervene in the Circuit Court proceedings as a matter of right; thus providing the Circuit Court with any guidance which this Commission may feel is necessary.

Accordingly, for the reasons stated above, Supra respectfully requests that this Commission refrain from deciding the issue as to whether or not BellSouth has complied with the final orders previously entered in this docket.

III. BellSouth Has Not Complied With This Commission's Orders

Apart from the fact that this Commission should not be used to circumvent issues first raised in proceedings which are properly before the Circuit Court, BellSouth has not complied with most of the requirements set forth by this Commission's final orders in this proceeding. Attached to this response as Exhibit "A" is the Declaration of David Nilson which describes in detail the deficiencies in BellSouth's alleged compliance.

First and foremost is the issue of online edit checking capability. It is difficult to see how BellSouth can seriously come before this Commission arguing that it has complied with this Commission's rulings on this issue. This Commission ordered BellSouth to modified LENS to allow for the same online edit checking capability that BellSouth provides its own retail services. In prior proceedings BellSouth advised this Commission that this task could be completed by February 1999. This Commission ordered that the modifications be performed by December 31, 1998. It is undisputed that BellSouth has not modified LENS (or any other ALEC ordering system) to provide online edit checking capability. Moreover, it is also undisputed that BellSouth has not made available to either Supra or any other ALEC an ordering system that provides online edit checking capability.

BellSouth claims that making available programming language tools known as Telecommunications Applications Gateway ("TAG") fulfills this Commission's requirement of modifying the ALEC order systems; however TAG does not even begin to satisfy this Commission's ruling. Paragraphs 9 and 10 of the attached Declaration of David Nilson (at pages 4-7) describe what TAG is and how it is simply another costly obstacle created by BellSouth to discourage ALECs from having online edit checking capability. As explained by Mr. Nilson, TAG can best be described as a computer programming language which is supposed to allow an ALEC access to various unidentified and unknown databases within BellSouth's network. In order to utilize TAG, you must first spend nearly \$20,000 to install and equip (with hardware and software) a digital connection to BellSouth. The ALEC must then be proficient in computer programming in C++ and Visual C++ computer languages and thereafter learn

the details of writing computer programs using the commands provided by TAG. The ALEC is not given information about the databases or what is in the databases, and thus cannot determine the best information available and/or how to access that information. The ALEC must then create a computer program like LENS, by writing the computer program code using the C++ and/or Visual C++ computer languages together with the TAG commands. Hopefully, after a software development cycle of 6 months to a year, the ALEC might have an ordering system that has some online edit checking functions. Because every ALEC must create their own computer program, some ALECs may not have any edit checking capability, while others (if they are lucky) may have some edit checking functions. Obviously, the level of edit checking capability an ALEC may achieve will greatly depend upon the information available in the databases which BellSouth has purportedly granted access, together with the skill, expertise and experience of the programmers (in both C++ and TAG) which will necessarily have to be employed by each and every ALEC who may want this capability. Supra has not even yet begun creating a computer program using TAG because of the cost associated with simply getting the digital connection to BellSouth working. Supra believes that it could take as long as one year to create the computer program and at a cost in excess of \$250,000. Given the current state of competition in Florida, it is doubtful that any ALEC will ever have online edit checking capability if TAG is deemed to satisfy this Commission's prior order.

Therefore, instead of modifying LENS to provide all Florida ALECs access to online edit checking capability, BellSouth has responded by in essence stating that if an ALEC wants such a capability, they must create their own LENS-type computer program (and with little or no

assistance from BellSouth). Based upon the above, Supra submits that BellSouth has not complied with this Commission's ruling requiring BellSouth to modify LENS to provide online edit checking capability.

Many of the other matters which BellSouth feigns compliance, have not been complied with in good faith. For example BellSouth has not yet provided Supra the Daily Usage File referenced in Order No. PSC 98-1001-FOF-TP. In order to obtain this information, BellSouth requires a digital connection and the purchase of approximately \$17,000 in software that can be replaced with a software package such as Windows Internet Explorer. In an attempt to obtain the Daily Usage File, Supra ordered a T1 connection many months ago. It took several months for BellSouth to install the digital connection and at a cost to Supra of over \$10,000 in equipment. As it turns out, although Supra ordered and paid for a T1 connection, BellSouth has only provided a HDSL connection (which was only recently activated and which has proven to be far slower than a T1). See Declaration of David Nilson at ¶ 5 (page 2). With respect to the USOC codes, Supra needed this information in an electronic format in order to incorporate the same into Supra's billing system. There are approximately 20,000 USOCs, and BellSouth has refused to provide the USOCs in an electronic format unless Supra pays BellSouth approximately \$14 per USOC. It could conceivably cost Supra approximately \$280,000 to electronically obtain the USOC information ordered produced; thus rendering this Commission's ruling moot and unfeasible due to the cost. Moreover the USOC information provided is more than one-year old and is not current. BellSouth has refused to provide Supra current USOC information. See Declaration of David Nilson at ¶ 6 (pages 2-3). With respect to the central office addressed

needed to allow Supra the ability to provide "remote call forwarding service", BellSouth did not provide complete information, the information was not current and did not include any information relating to the new (786) area code that took effect in Miami-Dade County last summer. BellSouth has refused to update this information in order to allow Supra access to current information. See Declaration of David Nilson at ¶ 8 (page 4). With respect to the outstanding documentation this Commission ordered BellSouth to provide, BellSouth has not provided documentation about the RNS databases nor the RNS Application Programmer's Interface (API). Moreover, this Commission ordered BellSouth to provide Supra access to the PLATS information upon the execution of a mutually acceptable protective agreement. However, BellSouth has modified this Commission's requirements by first requiring Supra to execute BellSouth's License Agreement For Pole Attachments And/Or Conduit And Rights Of Way Occupancy. Supra needs the PLATS information in order to complete its planned facilities-based network. Knowledge of where crucial transport connections are located is important in making final decisions about where various types of equipment will be located for purposes of efficient interconnection. Supra currently does not need the PLATS information to utilize BellSouth's rights-of-way, but rather to complete its network design. Accordingly, by imposing new conditions on obtaining the PLATS information, BellSouth has refused to provide the documentation ordered by this Commission. Moreover, BellSouth has all of the PLATS information for Miami-Dade County and Broward County on two CD-ROMs (one for each county). BellSouth service representatives use these CD-ROMs in their daily work. Nevertheless, BellSouth has refused to provide Supra a copy of these CD-ROMs. Thus

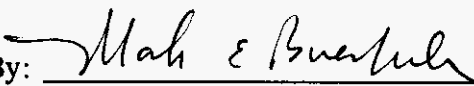
BellSouth has not complied with this Commission's order requiring BellSouth to provide Supra various requested documentation. See Declaration of David Nilson at ¶ 13 (page 8). Lastly, on the issues of reservation of telephone numbers and retraining of employees, BellSouth will not provide Supra proof of its compliance on these matters. However, Supra will note that it has still experienced some of the problems which the BellSouth training was supposed to eliminate. See Declaration of David Nilson at ¶¶ 7, 11 (pages 3, 4 and 7).

As is evident from the above and the attached Declaration of David Nilson, BellSouth has not complied in good faith with many of this Commission's rulings set forth in the final orders entered previously in this proceeding. At a minimum, these matters raise issues of fact which must be resolved through discovery proceedings and a full hearing on the merits. That is precisely what the Circuit Court can and will provide in this dispute. In any event, BellSouth's request does not provide any affidavits or reference any other proper evidence necessary to demonstrate its alleged compliance. Accordingly, BellSouth's request should either be denied, or deferred pending adjudication of the action pending before the Circuit Court of Miami-Dade County.

WHEREFORE Petitioner SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC. respectfully requests that this Commission either refrain from deciding the merits of issues raised by BELLSOUTH TELECOMMUNICATIONS, INC.'s Notice Of Compliance And Request For Approval Of BellSouth Telecommunications, Inc.'s Compliance With Order No. PSC-98-1001-FOF-TP, or in the alternative deny the request.

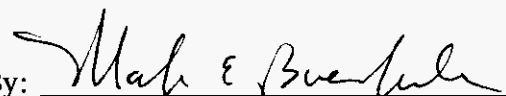
Respectfully Submitted this 3rd day of May, 1999.

MARK E. BUECHELE, ESQ.
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133
Tel: (305) 476-4212
Fax: (305) 443-1078

By: 
MARK E. BUECHELE
Fla. Bar No. 906700

CERTIFICATE OF SERVICE

I HEREBY Certify that a true and correct copy of the foregoing has been furnished by U.S. Mail upon NANCY WHITE, ESQ. (Attorney For BellSouth), 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301; AMANDA GRANT, BellSouth Telecommunications, Inc., Regulatory & External Affairs, 675 West Peachtree Street, N.E., Room 38L64, Atlanta, Georgia 30375; and BETH KEATING, ESQ. (FPSC Staff), 2540 Shumard Oak Boulevard, Tallahassee, Florida, this 3rd day of May, 1999.

By: 
MARK E. BUECHELE
Fla. Bar No. 906700

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

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

Docket No.: 980119-TP

Dated: May 3, 1999

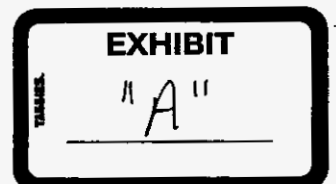
DECLARATION OF DAVID NILSON

1. Pursuant to Florida Statute § 92.525, I, DAVID NILSON, hereby verify and state under the pains and penalty of perjury that the following declaration is true and correct.

2. This declaration is based upon direct and personal knowledge.

3. I am a Senior Vice President for Supra Telecommunications & Information Systems, Inc. ("Supra") responsible for among other areas, engineering and network design and implementation. I have sufficient technical knowledge in these areas which enables me to testified and comment upon the matters set forth in this Declaration.

4. I have reviewed BellSouth's Notice Of Compliance And Request For Approval Of BellSouth Telecommunications, Inc.'s Compliance With Order No. PSC-98-1001-FOF-TP and disagree strongly with BellSouth's assertion that it has complied with the Commission's final orders enter in this docket. Based upon an investigation I have made within Supra, the following is a non-exclusive listing of items required by this Commission in PSC-98-1001-FOF-TP (as amended by PSC-1467-FOF-TP) for which BellSouth has not provided and thus has not complied with this Commission's rulings.



5. The first requirement ordered by this Commission in Order No. 98-1001-FOF-TP is that "BellSouth shall provide Supra with CABS formatted bills, rather than CLUB formatted bills." To my understanding, the "Daily Usage File" referenced in the body of the order is part of and/or provided in CABS format. In regards to the "Daily Usage File", Supra was advised that in order to obtain this information, a T1 connection needed to be installed between Supra and BellSouth's data center. Although Supra requested, ordered and has paid for a T1 connection, BellSouth has not provided a T1, but rather a HDSL connection (which to date has proven to be far slower than a T1 connection). Moreover, the connection took several months to install and has only recently been activated. BellSouth has now advised that in order to obtain the "Daily Usage File" Supra must also purchase communications software known as "Connect-Direct" by Sterling Commerce. The software has been quoted to Supra at approximately \$17,000 for the first license and installation, together with an annual subscription fee of approximately \$2,200. Based upon my review of the software, it appears to be nothing more than a communications and encryption software, which could be replaced with Windows Internet Explorer or a similar program. Because BellSouth requires and will not alter the requirement of using the "Connect-Direct" software, it appears that BellSouth has imposed an unnecessary and costly requirement on Supra in order to obtain the "Daily Usage File." Assuming Supra purchases and installs the "Connect-Direct" software, Supra still has no guarantee that BellSouth will not then imposed some additional requirements necessary to access the "Daily Usage File." Accordingly, BellSouth has not complied in good-faith with this Commission's first requirement of providing CABS formatted bills.

6. The second requirement ordered by this Commission in Order No. 98-1001-FOF-TP is

that "BellSouth shall identify to Supra which USOC codes are discounted and which are not." The purpose of this request was to electronically integrate the USOC codes into Supra's billing and quotation system. Although BellSouth has provided Supra what it contends is a listing of USOC codes, the listing is a paper listing comprising of more than one-thousand pages, with approximately 20,000 codes. Clearly the over one-thousand pages of information provided by BellSouth was generated from an electronic file copy. However, when Supra asked BellSouth to provide the electronic file copy, BellSouth refused and has since demanded to be paid approximately \$14 per each USOC provided in an electronic file (i.e. \$5,000 for approximately 350 USOCs). Moreover, the USOCs provided are at least one year old and BellSouth will not provide Supra updated USOC information. This is important since it has been Supra's experience that every month new USOCs appear on BellSouth's billing which had not previously existed. Supra needs the USOC codes for quoting service costs to new customers, accurately billing customers and verifying the accuracy of BellSouth's bills to Supra. In order to determine the price of a USOC, Supra must currently sift through at least 24 volumes of BellSouth's local tariffs. Requiring Supra to now sift through more than one-thousand pages to determine whether a USOC is discounted or not is not feasible or practical. Moreover, since the USOCs change with time, refusing to provide Supra updates to the USOCs eventually renders the documentation provided unusable and meaningless. Accordingly, BellSouth has not complied in good faith with this Commission's second requirement of providing adequate USOC information.

7. The next relevant requirement order by this Commission is that "BellSouth shall provide Supra with the ability to reserve the same number of telephone numbers through LENS as

BellSouth can through RNS." Supra has requested from BellSouth training manuals and other information provided to BellSouth representatives using RNS, from which Supra can reasonably satisfy itself as to the capabilities of RNS (including the quantity of telephone numbers which can be reserved through RNS). However, BellSouth has refused to provide the information requested by Supra. Accordingly, as a result of BellSouth's conduct, Supra cannot determine whether or not BellSouth has complied with this requirement.

8. The next relevant requirement ordered by this Commission is that "BellSouth shall either provide Supra with all of BellSouth's central office addressees so that Supra is able to reserve telephone numbers for Remote Call Forwarding Service to its end users, or BellSouth shall work with Supra to find another mutually agreeable solution." Although BellSouth has provided Supra with a listing of central offices, the listing is not current and does not include information relating to the new (786) area code in Miami-Dade County. As with the USOCs, BellSouth has refused to update this information and allow Supra access to current information on this matter. Accordingly, BellSouth has not complied in good faith with this Commission's ruling that BellSouth provide Supra central office addresses or work out some other solution which allows Supra to provide its customers Remote Call Forwarding Service.

9. The next requirement ordered by this Commission was that "BellSouth shall modify the ALEC ordering systems so that the systems provide the same online edit checking capability to Supra that BellSouth's retail ordering systems provide." In Order No. PSC 98-1467-FOR-TP, this Commission noted that BellSouth stated that it could revise LENS to provide online edit checking capability by February 1999, with this Commission encouraging the modifications to be completed

by the end of 1998. BellSouth has complied with neither deadline, nor does it appear that BellSouth has made any effort to modify LENS. Instead of modifying LENS, BellSouth has made available a set of programming instructions which it calls a Telecommunications Access Gateway (a/k/a "TAG"). TAG is not a modification of LENS, nor is it an ordering system or any other type of user program. TAG does not provide online edit checking capability as ordered by this Commission. Rather TAG is a limited set of programming instructions which purportedly will allow access to a limited number of BellSouth databases. In order to utilize TAG, you must be proficient in computer programming in C++ and Visual C++ and be able to create your own computer program that hopefully will allow you access to various unidentified BellSouth databases. According to BellSouth, after you have written, tested and debugged a computer program using TAG, you might eventually have an ordering system that provides online edit checking capability. This has yet to be seen because in reality it will take approximately six-months to one-year after Supra has had access to BellSouth's network in order to create, write, debug and test a computer program made using TAG. The degree of online edit checking capability then available will depend upon which unknown databases BellSouth has granted access, the skill of the programmer and the programmer's detailed understanding of database function (or lack thereof), and how comprehensive the computer program is that Supra must develop. To date, Supra has not yet even been granted access to BellSouth's network in order to begin this staggering software development task because of BellSouth's delay in providing Supra a T1 connection and BellSouth's requirement that Supra purchase \$6,000 to \$10,000 in two software packages known as "Orbix" and "B-Safe". Moreover, to date, Supra has also been required to purchase approximately \$10,000 in equipment

necessary to make the connection.

10. Implicit in this Commission's order that LENS be modified was the fact that all other ALECs in Florida would have immediate access to online edit checking capability through LENS. BellSouth has blatantly refused to provide this capability. Rather in order for any Florida ALEC to have access to online edit checking capability, the ALEC must first spend over \$1,000 a month for a T1 connection, over \$10,000 in equipment, \$6,000 to \$10,000 in software to access BellSouth's network, and then employ or out-source costly skilled programmers to develop and create from scratch a LENS-type program using TAG, which hopefully after six months to a year of software development, testing and debugging will enable the ALEC to have an order system with online edit checking capability. For the software development phase alone, Supra is being forced to budget at least \$150,000 to \$250,000 just to recreate a LENS-type program which hopefully after six months to a year, will have online edit checking capability. This money for software development is above and beyond the monies required to establish the digital connection. To date, Supra has incurred the cost of establishing the direct digital connection. However, given the required monumental efforts and expenditures necessary, it is doubtful that Supra or any other Florida ALEC will continue to pursue online edit checking capability using the TAG system. Indeed, it is doubtful that any ALEC could ever afford to obtain online edit checking using the TAG system, let alone being competitive in the eyes of the consumer. Of course, every ALEC who chooses to travel this path will then have a different ordering system, for which they will have been forced to develop in-house. Imposing these unnecessary burdens is clearly not in the economic interests of Florida consumers. Without a doubt, BellSouth has not complied with this Commission's order requiring LENS to be modified to

provide online edit checking capability; rather BellSouth is merely creating as many obstacles as possible to this capability. BellSouth's claim that it has complied with this Commission's ruling on this point is simply shameful.

11. Next, this Commission ruled that BellSouth must: (a) retrain its employees on the proper procedures for handling ALEC repairs and Insider Wire Maintenance; and (b) if contacted by Supra customers, direct such customers to Supra. Although Supra has requested proof from BellSouth of compliance with these requirements, BellSouth has refused to provide Supra any such proof. Accordingly, as a result of BellSouth's conduct, Supra cannot determine whether or not BellSouth has complied with these Commission orders. Nevertheless, Supra has still experienced some reoccurring problems on these matters.

12. Finally, this Commission ordered that BellSouth provide Supra various outstanding documentation regarding BellSouth RNS databases, RNS API (Application Programmer's Interface) and PLATS. Supra has asked BellSouth for information about its various databases and has still been refused that information. Supra requested this information in order to determine what types of databases are available to BellSouth and what types of information is stored in those databases. This is a necessity since BellSouth itself has claimed that OSS software accesses several hundred different databases. Supra also requested the RNS API information so that in the event there was information available in a particular database, a computer programmer could write a program to access that information. BellSouth claims that TAG is an API which programmers can use to access all of the necessary databases. However, BellSouth's refusal to provide information about its databases, the limited number of databases covered by TAG and the newness of TAG,

makes it impossible for Supra to determine what databases are available and whether TAG provides access to all of the needed databases. Thus BellSouth's refusal to provide Supra information on its databases (as required by this Commission) makes it impossible to determine if TAG is a complete set of the API which this Commission has ordered that BellSouth provide Supra.

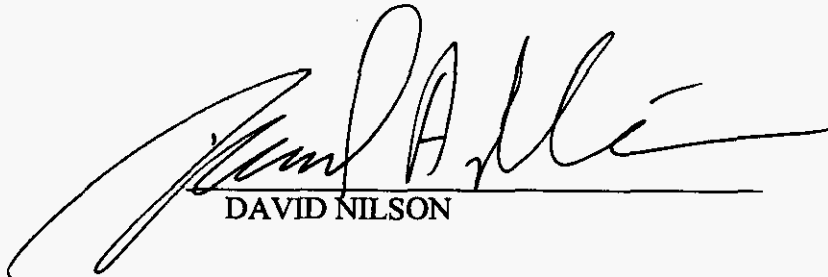
13. Lastly, with respect to the PLATS, in Order No. PSC 98-1467-FOF-TP, this Commission required BellSouth to provide Supra PLATS information on a per request basis pursuant to a protective agreement (if necessary) to be negotiated between the parties. Rather than propose a protective agreement, BellSouth has demanded that Supra execute BellSouth's License Agreement For Pole Attachments And/Or Conduit And Rights Of Way Occupancy before BellSouth will provide Supra any PLATS information. Supra requires the PLATS information in order to design a competing network and not necessarily to utilize BellSouth's poles, conduits and/or rights of way. Accordingly, BellSouth has imposed an unnecessary requirement on obtaining the PLATS information ordered by this Commission. Moreover, Supra has requested information regarding which counties are available on CD-ROM and which areas are still only available in paper format. However, BellSouth has refused to provide this information. Additionally, Supra is aware of the fact that for years BellSouth has had the PLATS information available on CD-ROM for at least Miami-Dade and Broward Counties; and which CD-ROMs are used by BellSouth service representatives working in the field. To Supra's knowledge, there is one CD-ROM available for each county (i.e. Miami-Dade and Broward). Supra has requested these two CD-ROMs in order to assist in its network design; however BellSouth has refused to provide copies of these CD-ROMS. Accordingly, BellSouth has refused to comply with this Commission's

rulings regarding access to the PLATS information.

14. For at least the reasons stated above BellSouth has refused to fully comply with this Commission's Order Nos. PSC-98-1001-FOF-TP and PSC-98-1467-FOF-TP.

15. Pursuant to Florida Statute § 92.525, I, DAVID NILSON, hereby declare, certify, verify and state under the pains and penalty of perjury that I have read the foregoing verification and that the facts stated herein are true and correct.

Dated: May 3, 1999



DAVID NILSON