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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth Telecommunications, Inc. against Supra Telecommunications and Information Systems, Inc., for Resolution of Billing Disputes	)	Docket No. 001097-TP Dated: November 27, 2000

ANSWER AND COUNTERCLAIM

NOW COMES Supra Telecommunications & Information Systems, Inc. ("Supra"), by and through its undersigned counsel, and for its Answer and Counterclaim, denying all allegations of BellSouth Telecommunications, Inc.'s ("BellSouth") Complaint not specifically admitted, states as follows:

I. BRIEF STATEMENT

On November 7, 2000, after hearing oral argument from Supra and BellSouth Telecommunications, Inc. ("BellSouth"), the Commission followed its Staff Recommendations, dated October 26, 2000, and granted in part and denied in part Supra's Motion to Dismiss. On or about November 17, 2000, Supra filed a Motion for Reconsideration of that Order, which, if granted, would make this pleading moot. Furthermore, many of the issues raised herein are currently being heard, or are about to be heard, in other venues, including Federal Court and private arbitration. Should the Commission decide to keep jurisdiction over this matter, in an abundance of caution, Supra is compelled to raise these issues to avoid any possible waiver of such claims.

II. ANSWER

1. Supra admits the allegations contained in paragraphs 1 and 4.

2. Supra is without knowledge of the allegations contained in paragraphs 2 and 3.

3. Supra denies the remaining allegations contained in the Complaint, except as to those allegations which are the same as those set forth in Supra's Counterclaim hereinbelow.

WHEREFORE, Supra Telecommunications & Information Systems, Inc. respectfully requests that this honorable Commission deny BellSouth all of the relief it requested in its Complaint.

III. COUNTERCLAIM

A. INTRODUCTION

As a result of BellSouth's violation of the parties' agreements, as well as applicable Federal and State Law, Supra has suffered damages as set forth in the following categories:

1. The difference between unbundled network element rates (UNEs) and resale rates, as well as lost revenues from access charges which would result from provisioning services on a UNE basis;

2. Wrongfully billed end user common line charges (EUCLs) (this amount would be included in number 1);

3. Wrongfully billed switch access charges (this amount would be included in number 1);

4. Loss in revenues as a result of BellSouth's failure to switch customers to Supra in a reasonable time after receiving an order from Supra; and

5. Loss in revenues as a result of preventing Supra from collocating equipment at various BellSouth central offices.

B. BACKGROUND FACTS

1. Supra Telecom is a minority-owned alternative local exchange carrier certified by this Commission to provide local exchange service and local interexchange service within Florida.

Supra's principal place of business in Florida is 2620 S.W. 27th Ave., Miami, Florida 33133. Supra's registered agent for service of process is Olukayode A. Ramos, 2620 S.W. 27th Ave., Miami, Florida 33133.

2. BellSouth is an incumbent local exchange carrier as defined by Section 251(h) of the Telecommunications Act of 1996. BellSouth claims its principal place of business in Florida to be 150 W. Flagler Street, Suite 1910, Miami, Florida 33130. BellSouth remains the monopoly provider of both telephone exchange and exchange access services throughout its serving areas in the state of Florida.

3. Since January 1997, Supra has tried unsuccessfully to secure necessary and complete access to BellSouth's services and elements, including real-time access to operations support systems ("OSS"), in order to enter the local telephone market in Florida and compete with BellSouth.

4. From the beginning of the relationship between the two corporations, BellSouth has engaged in a pattern of abusive and non-compliant behavior designed to prevent Supra from competing with BellSouth. BellSouth's attitude towards Supra was evident at the initial contact made by Supra's Chief Executive Officer, Mr. Ramos in or about January 1997, to BellSouth's Mr. Greg Beck regarding the signing of a mutually acceptable Interconnection Agreement between the two companies. At that time, BellSouth presented "a must accept" Resale Agreement and stated that Supra was not allowed to change a single word in the proposed agreement. Furthermore, Mr. Beck, ignoring the unambiguous language of the Telecommunications Act of 1996, informed Mr. Ramos that no interconnection agreement was available for Supra. This same "take it or leave it" approach was used by BellSouth in subsequent agreements that were executed in 1997. The Resale Agreement was grudgingly

executed by Supra on May 19, 1997. In refusing to negotiate with Supra, BellSouth violated its statutory duty to negotiate in good faith pursuant to Section 251(c)(1) of the Telecommunications Act, as well as 47 CFR § 51.301(c)(5). The Resale Agreement is attached to BellSouth's Complaint as Exhibit 1.

5. On or about June 10, 1997, BellSouth entered into an Interconnection Agreement with AT&T Communications of the Southern States, Inc. (AT&T Agreement).

6. Supra and BellSouth subsequently entered into a separate collocation agreement, dated July 24, 1997. A true copy of this agreement is attached hereto as **Exhibit A.**

7. In or about September 1997, Mr. Ramos requested of Mr. Patrick Finlen, one of BellSouth's negotiators, that Supra be allowed to adopt the AT&T Agreement pursuant to Section 252(i) of the Telecommunications Act of 1996. 47 U.S.C. § 252(i). The AT&T Interconnection Agreement is inclusive of Resale, Collocation and Interconnection.

8. In response to Mr. Ramos' request, in or about October 1997, Mr. Finlen sent Supra a completely different agreement. Mr. Finlen, at that time, stated that the agreement he sent to Supra was, in fact, the AT&T Agreement.

9. In reliance on Mr. Finlen's statement that the agreement he sent to Supra was the AT&T Agreement, Mr. Ramos executed the different agreement on or about October 23, 1997. A true copy of this agreement, which will be referred to as the "Interconnection Agreement 1," is attached as **Exhibit B**.

10. Not only did BellSouth fail to provide Supra with the BellSouth/AT&T Interconnection Agreement, but it also **materially altered** the agreement *before* filing it with this Commission for approval. The most significant alteration made by BellSouth was the deletion of those provisions in Attachment 2, which imposed the obligation on BellSouth to provide Supra

with combined Unbundled Network Elements. Paragraph 1 of Attachment 11 was also modified to delete any reference to BellSouth providing pricing of "Combinations". A true copy of this agreement, which will be referred to as the "Fraudulent Agreement" is attached as **Exhibit C.** None of the alterations made by BellSouth in the "Fraudulent Agreement" had ever been agreed to by Supra. It is no coincidence that the fraudulent alterations were made after the October 14, 1997 opinion in Iowa Utilities Board v. Federal Communications Commission, 120 F. 3d 753 (8th Cir. 1997). That opinion arguably called into question whether an ILEC was obligated to provide combined UNEs to a CLEC. Although the United States Supreme Court has since reversed the Eight Circuit on this issue, at that time BellSouth would not have been under an obligation to provide UNEs unless it had agreed to do so by contract.

11. On or about November 24, 1997, BellSouth unilaterally petitioned this Commission on behalf of itself and Supra, to approve the BellSouth "Fraudulent Agreement." BellSouth either knew or should have known that the November 24, 1997, Petition was a fraudulent request.

12. On or about February 3, 1998, this Commission entered an Order entitled, Order Approving Resale, Interconnection, And Unbundling Agreement, which approved the BellSouth Fraudulent Agreement. At the time of BellSouth's Petition and this Commission's Order, Supra was unaware that BellSouth had altered the Interconnection Agreement. Had Supra been made aware of both the alterations and BellSouth's filing of the document, Supra would have objected to such.

13. Since November 1997, BellSouth has flat out refused to allow Supra to order UNEs. Up until Supra discovered that BellSouth materially altered their 1997 interconnection agreement, BellSouth claimed that it had no contractual obligation to provide Supra with UNEs.

It should be noted that even after the corrected version was filed with the Commission, BellSouth has still refused to allow Supra to order UNEs, or to provision UNEs to Supra.

14. When Supra eventually discovered that interconnection agreement between the two companies had been altered before it was brought to this Commission for approval by BellSouth, Supra contacted this Commission and filed a petition to set aside the Commission's Order approving the Fraudulent Agreement. See FPSC Docket No. 981832-TP. The Commission stated in its Order No. PSC-99-1092-FOF-TP that "matters of contract fraud and gross negligence in contracts are matters for the courts, not this Commission" and directed the parties "to bring a corrected agreement to the Commission."

15. Pursuant to this Commission's Order No. PSC-99-1092-FOF-TP dated June 1, 1999, on or about August 1999, the parties executed and filed a correct version of the Interconnection Agreement, the terms of which were the same as those set forth in the proposed interconnection agreement. This correct version of the interconnection agreement was dated as being effective October 23, 1997. The correct version is the parties Interconnection Agreement 1 marked as **Exhibit B**. As the Commission refused to hear Supra's petition regarding BellSouth's contract fraud, Supra filed a multi-count case against BellSouth for anti-trust violations, fraud, breach of contract, *inter alia*. See Supra Telecommunications & Information Systems, Inc. v. BellSouth Telecommunications, Inc., Case No. 99-1706 – CIV-SEITZ, before the Southern District Court of Florida, Miami Division.

16. On or about October 5, 1999, BellSouth *finally* allowed Supra to adopt the BellSouth/AT&T Interconnection Agreement pursuant to Section 252(i) of the Telecommunications Act. This agreement will hereafter be referred to as the parties Interconnection Agreement 2 and attached as **Exhibit D**.

B. THE TERMS OF THE AT&T AGREEMENT (INTERCONNECTION AGREEMENT 2) GOVERN THE PRESENT DISPUTE

17. BellSouth claims that the present dispute is governed by the terms and rates set forth in the 1997 Resale Agreement. BellSouth wrongly fails to consider Section XVI, paragraph F of the 1997 Resale Agreement, which provides:

> In the event that --
>
> > Reseller accepts a deemed offer of an Other Resale Agreement or other terms, then BellSouth or Reseller, as applicable, shall make a corrective payment to the other party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the parties execute such revised agreement or Reseller accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high, grade, unsecured notes sold through dealers by major corporations in multiples of $1,000.00 as regularly published in The Wall Street Journal.

Pursuant to this provision, the rates and terms set forth in the Interconnection Agreement 2 govern the present dispute.

B. SUPRA'S DAMAGES AS A RESULT OF BELLSOUTH'S FAILURE TO PROVIDE UNE COMBOS

18. Supra made written requests for UNE combos in April 1998 and June 1998. A true copy of the June 22, 1998 letter is attached hereto as **Exhibit E.** The PSC Order No. PSC-98-0810-FOF-TP effectively established the non-recurring rates for UNE Combos as follows:

Table II

Commission-Approved
Non-recurring Charges
for
Loop and Port Combinations

Network Element Combination	First Installation	Additional Installations
2-wire analog loop and port	$1.4596	$0.9335
2-wire ISDN loop and port	$3.0167	$2.4906
4-wire analog loop and port	$1.4596	$0.9335
4-wire DS1 loop and port	$1.9995	$1.2210

19. On or about July 2, 1998, Marcus Cathey, as Senior Assistant Vice President of BellSouth, replied to Supra stating that BellSouth had no contractual or statutory obligation to provide Supra UNE Combos. A true copy of the July 2, 1998 letter is attached hereto as **Exhibit F.** Moreover, Mr. Cathey's letter stated that any future agreement to combine such elements would include charges not authorized by either the FCC or this Commission. Thereafter, Supra investigated the matter and discovered that the interconnection agreement had been altered, and that the BellSouth Fraudulent Agreement had been filed with this Commission.

20. When confronted with the evidence of alteration and fraud, BellSouth admitted that the agreement filed did not reflect the parties' agreement. Please see a true copy of Ms. Summerlin's letter dated July 10, 1998 attached hereto as **Exhibit G,** and a true copy of Ms. Peed's letter dated August 21, 1998 attached hereto as **Exhibit H.** BellSouth further stated that **even if** the provisions providing access to recombined UNEs were restored, it would not provide such UNEs without payment of certain fees which the FCC and this Commission had ruled could not be charged and which the United States Supreme Court has recently affirmed. Despite BellSouth's claim that the switching of agreements was inadvertent and unintentional, Supra contends that the switching of agreements was intentional and for the purpose of (1) delaying Supra's ability to provision telecommunication services through the use of UNE Combos and (2)

to subvert this Commission's ruling on non-conversion costs, thereby charging CLECs additional, unwarranted amounts and creating an unnecessary barrier to entry.

21. BellSouth's actions in refusing to provide Supra UNE combos is a violation of not only the parties' Interconnection Agreements 1 and 2, but also the Telecommunications Act of 1996 (as interpreted by the FCC and various federal courts and this Commission). Meanwhile, BellSouth continues to represent to the FCC that it provides UNEs and UNE Combos contained in its contracts. In response to the FCC DA 99-532 released on March 17, 1999, BellSouth stated in part that:

> *Until such time that as the FCC adopts new definitions of unbundled network elements, BellSouth will continue to provide every unbundled network element in its contracts, which affords access to all those currently listed in Section 51.319 of the Commission's Rules.*

A true copy of that letter is attached hereto as **Exhibit I.**

22. It should be noted that the difference between a carrier providing services via resale versus providing services via UNEs is merely a billing difference. Absolutely no physical changes are required to be made to the network in order to switch from resale to UNEs. See FPSC Order No. 98-0810 - FOF – TP.

23. As a result of BellSouth's violation of the parties' agreements, as well as Federal and State law, in refusing to provision UNEs to Supra, Supra has suffered damages as follows:

a. Supra has been billed at BellSouth's unreasonably high resale rates, instead of at the more competitive UNE combo rate, as set forth above.

b. Supra has been unable to receive revenues in the form of access charges from long-distance carriers wishing to complete calls to Supra's customers, as well as reciprocal compensation from BellSouth.

24. BellSouth is liable for the payment of lost revenues to Supra. Indeed, Interconnection Agreement 1 makes this specific point in its General Terms and Conditions, Section 7.1, which provides:

> BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible Supra Telecommunications and Information Systems, Inc. revenues.

At the moment, BellSouth owes Supra several millions of dollars in unbillable and uncollectible revenues, access charges collected by BellSouth from interexchange carriers, and reciprocal compensation, that can only be determined by Supra through an audit of BellSouth's books and records.

D. SUPRA'S DAMAGES AS A RESULT OF INAPPROPRIATE BILLING

End User Common Line Charges

25. 47 CFR § 51.617(b) provides:

> When an incumbent LEC provides telephone exchange service to a requesting carrier at wholesale rates for resale, the incumbent LEC shall continue to assess the interstate access charges provided in part 69 of this chapter, **other than the end user common line charge**, upon interexchange carriers that use the incumbent LEC's facilities to provide interstate or international telecommunications services to the interexchange carriers' subscribers. (Emphasis added.)

26. Had BellSouth properly provided and billed Supra for UNE combos instead of for resale, BellSouth would not have been entitled to end user common line charges. However, notwithstanding that violation, BellSouth was still not entitled to bill Supra for end user common line charges, pursuant to the statutory language set forth above.

27. Supra paid BellSouth a total of $224,287.79 for wrongfully billed end user common line charges. Supra is entitled to a refund, plus interest, of this amount.

Switched Access Charges

28. BellSouth wrongfully billed Supra in the amount of $82,272.25 for switching lines from BellSouth to Supra, and for switching unauthorized customers back to BellSouth. There is nothing in Interconnection Agreement 2 that allows BellSouth to charge for changes in service and secondary service charges. As the parties are operating under the more favorable terms of Interconnection Agreement 2, BellSouth is not entitled to bill for charges under Interconnection Agreement 1.

29. As Supra has paid BellSouth these wrongfully charged amounts, Supra is entitled to a refund, including interest, for these amounts. Of course, had BellSouth been properly billing Supra at UNE rates instead of resale rates, this would be a moot issue.

E. SUPRA'S DAMAGES AS A RESULT OF BELLSOUTH'S DELAYS IN SWITCHING CUSTOMERS TO SUPRA

30. During the pendency of the parties' current billing dispute, BellSouth's Pat Finlen wrote a letter To Supra dated May 16, 2000 where BellSouth informed Supra, that "as of May 16th BellSouth will no longer accept any orders for telecommunications services from Supra." A true copy of that letter is attached hereto as **Exhibit J**. That same day, BellSouth disconnected Supra's access to LENS. Supra's Assistant General Counsel, Ms. Colleen Wilson wrote BellSouth's General Attorney, Ms. Jordan, a letter dated May 17, 2000. A true copy of that letter is attached hereto as **Exhibit K.** Thereafter, the parties held a conference call on May 18, 2000 to discuss the issues. BellSouth agreed that it was wrong and restored Supra's access to LENS by the evening of that day. That disconnection caused turmoil among Supra's customers and

seriously damaged Supra's reputation for reliable service. Supra was irreparably damaged by BellSouth during that three-day ordeal.

31. It is interesting to note that BellSouth, at paragraph 8 of its Complaint, is now seeking Commission approval to commit these very acts.

32. BellSouth has also damaged Supra, by, among other things, ignoring or delaying the implementation of its obligations under the Interconnection Agreement to provide service to Supra of equal quality and type to that which BellSouth provides itself and its customers. The majority of Supra's problems are as a result of the insufficient electronic interfaces that BellSouth is obligated to provide, which are supposed to provide real-time access to BellSouth's databases and to allow Supra to electronically submit orders for Supra's customers.

33. Although this Commission has previously addressed a number of these issues[1], and is currently overseeing testing of the electronic interfaces, Supra has been and continues to be harmed by BellSouth's delays in the provisioning of orders.

34. Supra customer orders are not provisioned in the same time and manner in which BellSouth customer orders are submitted.

35. BellSouth's anti-competitive activities is already creating two distinct class of telephone subscribers in the state of Florida: (1) BellSouth's class of subscribers who get their services provisioned in a timely manner and (2) competitive providers' class of customers that have to wait 2-6 weeks to get their services provisioned and or at times, get nothing at all. Supra continues to daily lose customers back to BellSouth because of this very reason – unwarranted delays in getting their services provisioned. Alarmingly, Supra's orders which wait to be provisioned for 10 days (an unreasonable amount of time itself) are actually purged (deleted) by

[1] The Commission ordered BellSouth to provide Supra with the same on-line edit checking capability that BellSouth currently uses. To date BellSouth has not provided Supra with any on-line edit checking capability.

BellSouth from its system. No where in any of the parties' agreements does it provide BellSouth the right to purge Supra's orders.

36. As a result of these problems, customers who have requested to be switched to Supra are often kept by BellSouth for a number of days beyond that which is reasonable or necessary. The customer is billed for those days by BellSouth (at much higher rates), not Supra. Not only is Supra losing revenue as a result, but customers are being harmed in that they are paying the higher BellSouth rate for those days.

37. Supra, not to mention Florida consumers, should be compensated for these unnecessary and unwarranted delays.

F. SUPRA'S DAMAGES AS A RESULT OF BELLSOUTH'S REFUSAL TO ALLOW PHYSICAL COLLOCATION

38. In order to bring down its operational costs and reduce its over-dependence on BellSouth's network, Supra has attempted to deploy a facilities-based network for over two years by collocating its equipment in BellSouth Central Offices.

39. Pursuant to the parties' agreements, as well as applicable Federal and State law, Supra has the right to collocate its equipment in BellSouth's Central Offices.

40. In or about September 1997, Supra submitted its first requests to collocate equipment in BellSouth's Central Offices. Since that date, BellSouth has engaged in a pattern of unwarranted and explained rejections, over-pricing, and undue delay, all aimed at preventing Supra from collocating its equipment. Eventually Supra was able to obtain a Commission Order granting it the right to collocate equipment in various BellSouth Central Offices. See FPSC Docket No. 98-0800.

41. Despite this Commission's ruling in Docket No. 98-0800, Supra has nothing to show for its work but a trail of excuses and abusive practices employed by BellSouth which have effectively precluded Supra from becoming a facilities-based carrier[2]. During that time period, Supra has been forced to delay its plans as BellSouth refused collocation based upon obstructive practices relating to "caged" collocation that have since been struck down by the FCC. BellSouth, not to be deterred, has turned its focus to other discriminatory practices relating to "cageless" collocation and the imposition of unreasonably high collocation costs, which are greatly in excess of prices quoted in the Interconnection Agreement 2. As a result of BellSouth's practices, Supra has lost credibility with suppliers and has had to endure three very expensive and morale-shattering employee layoffs.

42. Supra currently has equipment worth several millions of dollars "gathering dust" in warehouses which have no place to be installed because of BellSouth's refusal to act in good faith in allowing "cageless" collocation to Supra. Time and delay only benefit BellSouth since vendors eventually lose their patience wondering why equipment, which has already been shipped, cannot be installed; while the vendor cannot generate sufficient revenue to continue its operations. Supra's business plan has been set back several years as a result of BellSouth's tactics, and threatens to be set back even more as a result of BellSouth's current obstructive and discriminatory practices.

43. Congress anticipated that competition in this industry would be achieved as a part of a three-step process: (1) resale, (2) the use of UNE combinations of the incumbent's network and (3) the construction of new networks. CLECs stand to make the greatest profits, and are therefore provided with incentives to enter this industry and thereby provide consumers with

[2] BellSouth rejected Supra's collocation applications on the basis that they were improperly filled out. When Supra re-submitted the same, unchanged applications several months later, BellSouth accepted them.

choices, through the construction of new networks, including collocation of equipment. BellSouth's tactics in preventing Supra from collocating has cost Supra a significant amount of profits.

44. Supra should be entitled to compensation for the loss of profits as a result of BellSouth's unlawful acts.

G. CONCLUSION

45. Consumers, and Supra, continue to be harmed and may suffer irreparable damage as a result of BellSouth's conduct, while BellSouth continues to reap tremendous profits. Please see BellSouth's recent press release announcing its favorable **Third Quarter Earnings Report**, a true copy of which is attached hereto as **Exhibit L.**

46. The collective actions of BellSouth over the last three years have undermined the development of local exchange competition in Florida. Only a monopolist could do what BellSouth has been able to do to Supra and Florida consumers. BellSouth's current *modus operandi* is to refuse to honor or comply with its agreements or federal and state law, thereby presenting a huge barrier to entry, which gives BellSouth virtual *carte blanche* to decide how and when competitors can obtain service for their end users. BellSouth's economic self-interest may be understandable, but its effect on telephone subscribers is contrary to the purposes of the Telecommunications Act.

47. Without the intervention of this Commission and the enforcement of this Commission's Orders, Supra will be unable to effectively provide local and exchange access telephone services to Florida consumers in the areas served by BellSouth, or even provide some form of competition to BellSouth. Florida consumers will not receive the benefits of competitive local telephone service, and BellSouth will continue to frustrate Supra's widespread entry into

the local market. Perhaps the problem is that BellSouth has predetermined with whom it should be competing in the local exchange market. In 1995, while the Telecommunications Act was in its final stages of completion by Congress, BellSouth stated in a position paper entitled, "Comments of BellSouth Europe to the European Commission's Green Paper on the Liberalisation of Telecommunications Infrastructure and Cable Television Networks," dated March 15, 1995:

> BellSouth Europe recommends that the Commission adopt the position that competitive entry must be limited to 2 to 3 proven infrastructure providers to ensure constructive competition and the ability to attract long-term private capital.

48. Supra seeks a declaratory judgment from this Commission, finding that BellSouth has engaged in conduct which is violative of the Telecommunications Act of 1996, as well as the parties' Interconnection Agreements 1 and 2. Specifically, Supra requests that the Commission make the following findings of fact:

a. That BellSouth violated its statutory duty to negotiate in good faith;

b. That BellSouth has wrongfully refused to provide Supra with UNE combinations, and as a result Supra has been wrongfully billed at resale rates;

c. That BellSouth has failed to provide Supra with an electronic interface which allows Supra to pre-order and order in a manner equal to that in which BellSouth does;

d. That BellSouth has failed to timely provision Supra's orders, which has resulted in customers remaining with BellSouth for an undue and unnecessary amount of time, for which such customers were wrongfully billed at BellSouth's rates instead of at Supra's rates.

e. That BellSouth has wrongfully prevented Supra from collocating its equipment to BellSouth's central offices, resulting in harm to Supra.

WHEREFORE, Supra prays that this Commission grant it the following relief:

(a) Supra requests this Commission to grant preliminary and/or permanent relief and order BellSouth to comply with all orders of the Commission and the terms and conditions set forth in the Interconnection Agreement.

(b) Supra requests that this Commission make the findings of fact as set forth hereinabove;

(c) Supra requests this Commission order BellSouth not to disconnect in future, Supra's access to LENS or any ordering system during the pendency of any dispute.

(d) Supra requests this Commission to grant Supra such other and further preliminary and/or permanent relief as this Commission deems just and proper.

Certificate of Service

I hereby certify that a true and correct copy of the foregoing has been served via facsimile and/or U.S. Mail upon Nancy White, Esq. and Michael Goggin, Esq., BellSouth, 150 West Flagler Street, Suite 1910, Miami, Florida 33130; R. Douglas Lackey and J. Philip Carver, BellSouth, Suite 4300, 675 W. Peachtree St., NE, Atlanta, GA 30375; and Staff Counsel, Florida Public Service Commission, Division of Legal Services, 2450 Shumard Oak Boulevard, Tallahassee, Florida; this 27th day of November, 2000.

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