



1311 Executive Center Drive, Suite 200  
Tallahassee, FL 32301-5027

Telephone: (850) 402-0510  
Fax: (850) 402-0522  
www.supratelecom.com

March 22, 2002

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**RE: Docket No. 001097-TP - Motion To Compel For More  
Responsive Answers To Supra's First Set of Interrogatories.**

Dear Mrs. Bayo:

Enclosed are the originals and seven (7) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Service Motion To Compel For More Responsive Answers to Supra's First Set of Interrogatories in the above-referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return it to me.

Sincerely,

Brian Chaiken  
General Counsel

DOCUMENT NUMBER-DATE  
03376 MAR 22 02  
FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**  
**Docket No. 001097-TP**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via Hand Delivery and/or Federal Express this 22nd day of March, 2002 to the following:

Patty Christensen, Esq.  
Staff Counsel  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Nancy B. White, Esq.  
James Meza III, Esq.  
c/o Nancy H. Sims  
150 South Monroe Street, Suite 400  
Tallahassee, FL. 32301  
(850) 222-1201 (voice)  
(850) 222-8640 (fax)

T. Michael Twomey, Esq.  
R. Douglas Lackey, Esq.  
E. Earl Edenfield Jr., Esq.  
Suite 4300, BellSouth Center  
675 West Peachtree Street, N.E.  
Atlanta, GA 30375  
(404) 335-0710

SUPRA TELECOMMUNICATIONS  
& INFORMATION SYSTEMS, INC.  
2620 S.W. 27<sup>th</sup> Avenue  
Miami, Florida 33133  
Telephone: (305) 476-4248  
Facsimile: (305) 443-9516

By: Brian Chaiken KTW  
BRIAN CHAIKEN, ESQ.  
KIRK DAHLKE, ESQ.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of BellSouth	}	
Telecommunications, Inc. against Supra	}	Docket No. 001097-TP
Telecommunications and Information	}	
Systems, Inc., for Resolution of Billing	}	Filed: March 22, 2002
Disputes.	}	
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SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.'S  
SECOND MOTION TO COMPEL BELLSOUTH TO PROVIDE COMPLETE  
ANSWERS TO INTERROGATORIES

Pursuant to Order Setting Matter For Rehearing and Establishing Procedure (Order No. PSC-02-0143-PCO-TP) dated January 31, 2002, Rule 28-106.204(1) and 28-106.206, Florida Administrative Code, and Rule 1.380(a), Florida Rules of Civil Procedure, Supra Telecommunications & Information Systems, Inc. ("Supra") by and through its undersigned counsel, hereby moves for the entry of an order compelling BellSouth Telecommunications, Inc. ("BellSouth") to fully respond to Supra's First Set of Interrogatories. In support of this Motion, Supra states as follows:

1. Per Order No. PSC-02-0274-PCO-TP dated March 1, 2002 by the Florida Public Service Commission, BellSouth was required to respond no later than March 13<sup>th</sup> to Supra's First Set of Interrogatories dated February 5, 2002.
2. However, answers were not received by Supra until March 18<sup>th</sup> and only after repeated efforts were expended to obtain same. For example, at the Pre-Hearing Conference that took place on March 14<sup>th</sup>, Supra's counsel advised both the Commission and BellSouth that despite statements by BellSouth to the contrary, Supra had not yet received Answers to Interrogatories No. 1 and 2. BellSouth advised Supra that they had in fact been e-mailed. Upon return to Miami and

review of BellSouth's e-mail on the 15<sup>th</sup> of March, it was again discovered that BellSouth failed to e-mail said answers as the only items it received were in connection with Supra's document request. That same day Supra left a telephonic message with Vicki, Nancy White's secretary, and left a message upon E. Earl Edenfield, Jr.'s voice mail advising both of the situation where-after Supra was notified by Vicki that none of the BellSouth attorneys could be located. It was not until the morning of March 18<sup>th</sup> that Supra received the answers via e-mail and only after Supra again contacted and spoke with Mr. Edenfield's secretary.

3. Upon review of BellSouth's answers, Supra finds them to be incomplete as stated below and discussed with BellSouth's counsels Nancy White and James Meza III.

#### **Interrogatory No. 1**

4. Interrogatory No. 1 states:

“Do you contend that between June 1, 1997 to October 5, 1999, BellSouth provided Supra with the ability to place orders for Unbundled Network Elements and/or Unbundled Network Element Combinations?”

If yes, please detail the manner in which such orders were to be placed, and when BellSouth provided such instructions to Supra. In responding to this Interrogatory, please identify each document, and cite to the specific provisions contained therein (if any), that BellSouth is relying upon in support of its answer.”

5. BellSouth's Response to Interrogatory No. 1 stated:

“No. Supra did not have an Interconnection Agreement with BellSouth until October 23, 1997, so the earliest Supra could have ordered an individual Unbundled Element would have been that date forward. However, for the time period October 23, 1997 to October 5, 1999 and pursuant to Attachment 6, Section 1.1 of the Interconnection Agreement (Exhibit A of this Interrogatory), Supra, if it had chosen, could have ordered individual Unbundled Network Elements and combined those elements to provide local telecommunications service. During the time period specified above BellSouth did not offer Unbundled Network Element Combinations.”

6. Interrogatory No. 1 specifically requests that if BellSouth contends Supra had the ability to place orders for either Unbundled Network Elements or Unbundled Network Element Combinations between the period of June 1, 1997 and October 5, 1999 that BellSouth **details the manner in which such orders were to be placed and when BellSouth provided such instructions to Supra.**

7. As BellSouth contends in its response that Supra had the ability to order Unbundled Network Elements for the time period of October 23, 1997 to October 5, 1999 if it had chosen to do so, BellSouth must detail the manner in which Supra was able to place such orders, state when such instructions were provided to Supra, and identify the documents (if any) that BellSouth relied upon in support of its position.

8. Interrogatory No. 2 states:

“If Supra had placed orders for UNEs during the time period between June 1, 1997 to October 5, 1999, would BellSouth have been entitled to charge Supra for the charges set forth below, and if you answer yes, please set forth the amount that BellSouth believes it is entitled to collect for each charge, any and all formulas or calculations used to derive said charge and identify each document, and cite to the specific provisions contained therein (if any), that BellSouth is relying upon in support of its answer:

- a. End User Common Line Charges
- b. Changes in service, unauthorized local service changes and reconnections
- c. Secondary service charges.”

9. BellSouth’s response to Interrogatory No. 2 stated:

“Supra could not have ordered Unbundled Network Elements (“UNEs”) between June 1, 1997 and October 23, 1997 as the Interconnection Agreement between Supra and BellSouth (“the Agreement”) was not effective until October 23, 1997. If Supra had elected to purchase UNEs in lieu of resold services, through its Interconnection Agreement during

the time period of October 23, 1997 through October 5, 1999, BellSouth would not have billed the End User Common Line Charge.

However, in the event an end user was switched from one local service provider, including BellSouth, to Supra without that end users authorization, then BellSouth would have billed all appropriate charges for Changes in service, unauthorized local Service changes and reconnection charges for reestablishing service to the end user's authorized local service provider.

A Secondary Service Charge is not applicable when ordering UNEs, however a Secondary Service charge may be applicable if a service is ordered in conjunction with the UNE.”

10. BellSouth has merely stated that it could bill Supra for unauthorized local service change and reconnection charges and that it may assess a secondary service charge if a service is ordered in conjunction with a UNE. Accordingly, this response is deficient as it fails to specifically indicate the amount BellSouth believes it could have charged, the formulas used to calculate said charges, or the provisions that support its position.
11. Supra has advised Nancy White of its position and intention to file the instant motion in the event the parties are unable to resolve the foregoing and was advised that BellSouth would investigate the situation.

WHEREFORE, Supra respectfully requests that the Commission grant Supra's Motion Ordering BellSouth to fully respond to Supra's discovery requests and grant such other and further relief as this Commission deems just and proper.

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Federal Express and/or facsimile this 22nd day of March, 2002 to the following:

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150 So. Monroe Street, Suite 400  
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