ATTACHMENT C

BellSouth Telecommunications, Inc.
FPSC Docket No. 001305-TP
Request for Confidential Classification

4/23/02

REQUEST FOR CONFIDENTIAL CLASSIFICATION OF CONFIDENTIAL BELLSOUTH INFORMATION IN THE LETTER AND EXHIBITS I THROUGH IX OF SUPRA'S CHAIRMAN AND CEO, OLUKAYODE A. RAMOS FILED APRIL 1, 2002, IN FLORIDA DOCKET NO. 001305-TP

ONE HIGHLIGHTED COPY

MR 9.17.05

DECLASSIFIED
CONFIDENTIAL

appeal

This confidentiality request was filed by or for a "telco" for DN 04493-02. No ruling is required unless the material is subject to a request per 119.07, FS, or is admitted in the record per Rule 25-22.006(8)(b), FAC.
(X-ref. 03731-02)

Supra Telecom
1311 Executive Center Drive, Suite 200
Tallahassee, Fl 32301-5027

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

PROPRIETARY

April 1, 2001

HAND DELIVERY
DATE 4-1-02
TIME 4:40p

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. 001305-TP – Supra's Letter to Commissioner Michael A. Palecki

Dear Mrs. Bayo:

Enclosed is the original and seven (7) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Service of its Letter to Commissioner Palecki and exhibits in the above captioned 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

Brian Chaiken
General Counsel

Scanned: Vicki
Michaela
Evelyn
Linda
Brenda

CERTIFICATE OF SERVICE
Docket No. 001305-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Facsimile, Hand Delivery and/or Federal Express this 1st day of April, 2002 to the following:

Wayne Knight, 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. 27th Avenue
Miami, Florida 33133
Telephone: (305) 476-4248
Facsimile: (305) 443-9516

By: Brian Chaiken /TWA
BRIAN CHAIKEN, ESQ.

Supra Telecom
2620 S.W. 27th Avenue Miami, FL 33133

Olukayode A. Ramos
Chairman & CEO
Email: kayramos@stis.com
Telephone: (305) 476-4220
Fax: (305) 476-4282

April 1, 2002

Commissioner Michael A Palecki
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 332399

Re: **What Does Bell Owe Supra v. What Does Supra Owe Bell**

Honorable Commissioner Palecki:

Supra feels compelled to write this letter, as it is troubled by some Commission e-mails recieved on Friday, March 29, 2002 as part of Supra's public records request to the FPSC. Of particlar concern are two e-mails dated Friday, March 1, 2002. The two e-mails are attached to this letter as **Exhibits I and II.**

The first e-mail was exchanged between the Commission's General Counsel (Harold McLean) and Legal Division Chief (Beth Keating), and was forwarded to you and your assistant Katrina Tew. That e-mail begins by reciting a request from you for information about how much does Supra owe BellSouth versus how much does BellSouth owe Supra. It appears that the Commission wanted this information in anticipation of the Tuesday, March 5, 2002 Agenda Conference in Docket No. 00-1305. The first e-mail has a response from Beth Keating which appears to have been sent at 9:25 a.m. on March 1, 2002, stating as follows:

> **"The first one's easy – from the commercial arbitration, Supra owes BellSouth $3.5 million – none of which has been paid and BST has apparently not sought enforcement. (This amount does not include any amounts accrued since the commercial arbitration for service provided by BellSouth to Supra)**
>
> **The second is somewhat less clear. . . Supra claims BST owes them $305,560.04 plus interest of approximately $150,000. . . Regardless, though, it doesn't appear to be enough to offset much of the amount owed under the commercial arbitration award."**
> See Exhibit I.

The e-mail from Beth Keating to Harold McLean was then forwarded to you by Harold McLean with the question: "**Commissioner, is this what you are asking for?**"

The first e-mail apparently did not answer your question because at approximately 12:07 p.m. later that same day, Harold McLean sent another e-mail to your assistant Katrina Tew which stated as follows:

> **"Katrina, the answer is 'yes' – $4.2 million. Bell claims a much higher amount due, however, 'between 50 and 70 million'. Lets talk this afternoon."**
> See Exhibit II.

Apparently the second e-mail answered your question as Katrina Tew then responded back to Harold McLean by stating: **"Sounds good. I'm here the rest of the day. Feel free to call or drop in whenever. Thanks again!"**

Supra is troubled with the false information contained in the bolded portion of Ms. Keating's and Mr. McLean's emails. The commercial arbitration proceedings between the parties are to be confidential. In fact, BellSouth has vigorously litigated this matter in order to keep such confidential. Although Supra disputes the fact that the Awards themselves are confidential, Supra is shocked and upset to learn that Mr. McLean and Ms. Keating forwarded to you false results of the commercial arbitration proceedings between the parties that was provided to these individuals by BellSouth. Although Supra has submitted, under confidential cover, the arbitration award in Arbitrations I and II, in Docket No. 001305-TP (see **Supra Exhibit OAR3**), it has not submitted any other arbitration award to the Commission, nor is it aware that BellSouth has submitted such. Supra is extremely concerned that BellSouth has violated the parties' agreement, not to mention reversing its own legal argument regarding the confidentiality of the commercial arbitration awards. BellSouth has waived its rights to confidentiality by making representations regarding the parties' commercial arbitration billing disputes that are in fact false, Supra is compelled to respond to set the record straight.

The questions and answers were obviously relevant and significant to the Commission's decision-making process on March 5th otherwise they would not have been important enough to discuss just prior to the Agenda conference. Moreover, an underlying theme of BellSouth during the evidentiary hearing in Docket 00-1305 was that Supra was withholding payment under the current agreement and that BellSouth was allegedly not being paid. In this regard I refer you to the comments of Chairman Jaber on September 27, 2001 during the evidentiary hearing in Docket No. 00-1305, wherein she stated as follows:

> **As a Commissioner, help me understand why I should be convinced that you are acting in —how is it that I'm convinced that you have an incentive to enter into negotiations for a follow-on agreement? It sounds like you're in a win-win situation. You're operating under an existing agreement that expired, but you can do that according to the Act, and you haven't paid BellSouth because you've got this billing dispute. What incentive do you have to negotiate a new agreement?** See Hearing Transcript of September 26 and 27, 2001 at page 764, line 22 to page 765, line 5.

Accordingly, prior to the March 5th Agenda, the Commission was under the impression (albeit it a false impression), that Supra purportedly owes BellSouth $4.2 million under an arbitration award and in total between $50 and $70 million.

Supra is troubled by the two e-mails for various reasons. First, the statements made therein were blanketly false. Second, the information referenced has never been made a part of the record in Docket No. 00-1305. Moreover, the only record of any amounts claimed due between BellSouth and Supra exists in Docket No. 00-1097 wherein Supra has claimed amounts in the range of over $300,000. Supra is also troubled

by the fact that BellSouth obviously provided substantive ex-parte information to the Commission Staff which is reflected in Harold McLean's statement that: "**Bell claims a much higher amount due, however, 'between 50 and 70 million'.**"

BellSouth has no incentive to see Supra succeed and in fact has taken almost every step possible to put Supra out of business. One of the steps taken by BellSouth is to deliberately bill Supra for resale when Supra has demanded service through UNEs. BellSouth has also openly refused to provide Supra usage data, which directly corresponds to billing. Therefore it is safe to say that BellSouth's bills to Supra have been meaningless. A proposition which three nuetral commercial arbitrators have whole-heartedly agreed with.

For example, in an arbitration between the parties, it was found that BellSouth's billing of $10,837,810.48 needed to be reduced to $5,917,907.23 (a difference of $4,919,903.25 or 45%) as a direct result of wrongful billing and other damages. Had Supra been forced to pay the outrageous billing in the first instance, it would not have been able to offer its' lower rates. A result which would have obviously sent cheers in the halls of BellSouth. Of course, most of the difference in the above billing has been passed on to Florida consumers in the form of cheaper telephone service. Thus Supra's refusal to be bullied by BellSouth's erroneous billing has only benefited Florida consumers.

With the respect to the alleged "facts" set forth the two above reference e-mails (which apparently only reflect an ex-parte skewed view from BellSouth), the following is a more actual answer to the question you posed as to how much did Supra owe BellSouth on March 1, 2002. The true answer, are described in further detail below, is actually nothing.

First, on October 22, 2001, the Arbitration Tribunal issued its Final Award in consolidated arbitrations I and II. The Tribunal awarded Supra monetary damages for the sum of $4,715,750.82 and deducted that amount from BellSouth's invoices totaling $6,374,369.58 for the period January 2000 to March 2001. The Tribunal ordered Supra to pay BellSouth the sum of $1,658,618.76. In this regard I refer you to page 4 of the Final Award dated October 22, 2001, a copy of which is attached hereto as **Exhibit III**. After the issuance of this award, Supra in fact paid BellSouth the sum of $1,658,618.76 via wire transfer on November 7, 2001. Attached as **Exhibit IV** is a copy of the wire transfer confirmation. BellSouth's Michael Twomey confirmed receipt of the funds in the attached **Exhibit V.**

Second, on February 4, 2002, the Tribunal issued an Order styled Interpretation of Award in Consolidated Arbitrations III and IV. A copy of which is attached as **Exhibit VI**. The Tribunal awarded Supra monetary damages in the sum of $204,482.43 and deducted that amount from BellSouth's invoices totaling $4,463,770.90 for the period April and May 2001. The Tribunal then ordered Supra to pay BellSouth the sum of $4,259,288.47 on or before February 28, 2002. See pages 2-3 of **Exhibit VI**. Supra then paid BellSouth the sum of $4,463,770.90 via wire transfer on February 28, 2002. Attached as **Exhibit VII** is a copy of the wire transfer confirmation. BellSouth's Michael Twomey then confirmed receipt of the funds. See **Exhibit VIII**. At this juncture, it is important to mention that if Mr. McLean and/or Ms. Keating had contacted both parties on March 1, 2002 instead of just BellSouth, they would have been provided with the

accurate information (or at least Supra's response to your inquiry).

Third, regarding BellSouth's bills for the period June 2001 to December 2001, on **pages 4-8 of Exhibit VI**, the Tribunal ruled that:

> Accordingly, BellSouth is to produce the necessary access and usage data, and to restate Supra's bills, billing Supra entirely as a facilities-based provider, and to do so no later than February 28, 2002. **Supra will not be liable for any BellSouth invoices for the period June 1 through December 31, 2001, until BellSouth produces the necessary restated invoices in accordance with the Unanimous Award.** Emphasis added. See page 8 of **Exhibit VI.**

As BellSouth failed to reformulate and restate Supra's bills as well as produce the access and usage data as ordered above as well as convert Supra's customers to UNES, Supra filed a Motion for Sanctions against BellSouth on March 18, 2002 before the Tribunal. The Tribunal will be conducting an evidentiary hearing on the matter on April 2, 2002 in Atlanta. It may be useful for the Commissioner to attend that hearing and/or send a representative. I am confident that BellSouth will not object to the Commission's attendance as it will go to support whatever monetary claims BellSouth has against Supra. Attached as **Exhibit IX** is the Scheduling Order regarding the hearing. Supra will forward to you any Award issued by the Tribunal pursuant to that hearing.

Fourth, as could be seen from first, second and third above, BellSouth has no right to seek enforcement against Supra because Supra does not owe BellSouth any money. BellSouth has confirmed that it continues to collect revenues rightfully belonging to Supra from other carriers. As a matter of fact, it is Supra that has an enforcement and contempt proceeding against BellSouth. **See Case No. 01-3365-CIV-KING** as a result of BellSouth's refusal to comply with June 5, 2001 Award. See **Exhibit OAR 3 in CC Docket 001305-TP**. It is true that BellSouth has refused to comply with the following orders of the Tribunal contained in the June 5, 2001 Award and December 21, 2001 Award. Specifically, regarding the **June 5, 2001 Award**, BellSouth has refused to:

(a) Facilitate and provision Supra's requests to provide UNEs and UNE Combos to Supra's customers at the contractually agreed prices in the Interconnection Agreement.

(b) Collocate all equipment as Supra has included in prior applications to BellSouth at the rates indicated in Table 2 attached to the July 24, 1998 letter incorporated into the Interconnection Agreement, and cooperate with and facilitate any new Supra applications for collocation, including but not limited to collocating any Class 5 or other switches in BellSouth central offices.

(c) Provide Supra nondiscriminatory direct access to BellSouth's OSS and cooperate with and facilitate Supra's ordering of services.

(d) Provide branded services and elements requested by Supra under the Interconnection Agreement, including but not limited to voice mail, operator services and directory assistance, under the terms and conditions of section 19 of the General Terms and Conditions of the Interconnection Agreement.

With regards to the **December 21, 2001 Award**, BellSouth has refused to:

(a) Reformat Supra bills for the months of June - December, 2001 in CABS or CABS format;

(b) Reformulate Supra bills for the months of June - December 2001 on the basis that all services provided to Supra are provided in the form of UNEs and UNE combinations. Restated bills are to be provided to Supra and to the Tribunal no later than January 31, 2002;

(c) Provide Supra access and usage data, at BellSouth's expense, including data relevant to reciprocal compensation, which data is sufficient to enable Supra to bill and collect for the charges and fees they are entitled to collect pursuant to the Interconnection Agreement or to regulatory order as a facilities-based provider. Such data is to be provided to Supra no later than January 31, 2002; and

(d) Convert Supra's customers from resale to UNE customers without disconnection or disruption of Supra's customers' service or the "stripping" or "clanification" of Supra's customers' existing features or services. BellSouth is to complete the conversion of Supra's customers by January 31, 2002.

Please note that the order styled Interpretation of Award in Consolidated Arbitrations III and IV (**Exhibit VI**) provided BellSouth with additional time i.e. up to February 28, 2002, to complete items (b), (c) and (d) above. As of today, BellSouth is yet to comply with any of the four items.

It is interesting to note that it is Supra that has outstanding claims against BellSouth and not vice versa. Supra has two enforcement and or sanctions proceedings against BellSouth. There is **(i)** contempt action against BellSouth with Judge King – re June Award and **(ii)** sanctions action against BellSouth with the Tribunal – re December Award.

Sixth, to make matters worse for Supra, Ms. Keating who is supervised by Mr. McLean wrote and/or directed the staff recommendation in Docket 001305-TP. Ms. Keating was credited for writing the staff Recommendation on Issues I, II, III and IV concerning Supra's request for Rehearing and other matters. Ms. Keating recommended to the Commission to deny Supra's request for Rehearing, perhaps, based on **her false premise that Supra owes BellSouth money and therefore, Supra has no incentive to negotiate a new agreement**. It is also important to note that the Commissioners approved Ms. Keating's recommendation at its March 5 Agenda.

Supra is additionally troubled for the following reasons:

a. Where and how did Ms. Keating obtain her false information that "Supra owes BellSouth $3.5 million – non of which has been paid..." that she freely passed to you and your assistant?
b. Where and how did Mr. McLean obtain his false information that "Bell claims a much higher amount due, however, 'between 50 and 70 million' "

c. The similarity of Chairman Jaber's statement during the evidentiary hearing in Docket 001305-TP and Ms. Keating's and Mr. McLean's emails of March 1, 2002.
d. If Ms. Keating and Mr. McLean contacted BellSouth to obtain information, why didn't they also contact Supra to verify whatever information was provided by BellSouth?
e. How many of these false information are out there in the Commission, that are damaging to Supra and are favorable for BellSouth?
f. Why did Ms. Keating and Mr. McLean (both attorneys) provide false information on the eve of the crucial vote on Staff Recommendation regarding Docket 001305-TP?

If it were a BellSouth employee that provided false information to Ms. Keating and Mr. McLean, Supra will like to know the names of such employees. If not BellSouth employee(s) that provided this information, then Supra is at a loss why Ms. Keating and Mr. McLean will provide this false information to Commissioner Palecki on the eve of the crucial vote on Staff Recommendation regarding Docket 001305-TP. In whatever way and/or means Ms. Keating and Mr. McLean came up with the false information they provided to Commissioner Palecki and his assistant, Supra has been prejudiced. **Ms. Keating's and Mr. McLean's emails contain false information damaging to Supra**. How many of such false information has been provided by the General Counsel – Mr. McLean and Legal Division Chief – Ms. Keating to aid Commissioners in deciding issues between Supra and BellSouth? Only Mr. McLean and Ms. Keating can answer this question as Supra is embarrassed, tired and frustrated.

There is still pending the issue of Ms. Kim Logue sending cross-examinations questions to BellSouth's Director of Regulatory Affairs – Ms. Nancy Sims that Chairman Jaber described as a "mistake or lack of judgment" (Supra does not agree) at the March 5, 2002 Agenda Conference. According to Chairman Jaber,

> And I know that what Ms. Kim Logue did that I now can say definitely, because we have the affidavit from Ms. Sims, was completely inappropriate, and for that I want to publicly apologize to you. I want to apologize to you on behalf of this agency and on behalf of staff, because it was completely wrong to send cross-examination questions prior to the hearing.
> **Agenda Conference Transcript at page 41, lines 2-10**

> But, BellSouth, I want to send you a strong message too. It was inappropriate for you to receive the cross-examination questions, not just Supra's questions, but you should have returned BellSouth's questions too.
> **Agenda Conference Transcript at page 41, lines 11-15**

> But we've lived and we've learned, and those kinds of things will not happen anymore. It's for that reason we will have a rehearing in the complaint docket.
> **Agenda Conference Transcript at page 41, lines 16-19**

> And the other place I think that we've let someone down, to some degree, I think

I've let staff down, or we've let staff down. Whatever Ms. Logue did, whatever she was thinking, I have to believe there was a lack of staff training, because it is wrong to send out cross-examination questions on the eve of the hearing. I have to believe she didn't realize it was wrong, so that's where we failed. But live and learn.
Agenda Conference Transcript at page 42, lines 7-16

One person's mistake or lack of judgment should not reflect on the entire agency or the years of technical expertise that's here.
Agenda Conference Transcript at page 52, lines 18-20.

Are Mr. McLean's and Ms. Keating's emails (**Exhibits I and II**) who are both attorneys in charge of providing legal advice to Commissioners and the Commission staff, another "mistake or lack of judgment"? Is providing false information to a Commissioner and/or the Commission proper or improper? An honest mistake is one thing, but repeated material misrepresentations and bias is another. When will this Commission hold Commission Staff and BellSouth accountable?

We hope that the information we have provided herein will assist Commissioner Palecki with whatever prompted him to make the inquiry as well as to better understand the relationship between Supra and BellSouth. We have provided BellSouth a copy of this letter so they will have an opportunity to confirm and/or deny any portion of the information contained herein. If you have any questions or would like to view and/or review additional documents regarding BellSouth's bills to Supra or any other matter, please feel free to contact me at (305) 476-4220.

Respectfully,

Olukayode A. Ramos
Chairman and CEO

CC: Chairman Lila A. Jaber; Commissioners Braulio Baez, Terry Deason and Rudolph Bradley; Docket 001305-TP; General Counsel - Harold McLean; and Division Chief, Legal - Ms. Beth Keating (FPSC)
State Attorney's Office
Mr. Michael Twomey (BellSouth)

Michael A. Palecki

From: Harold McLean
Sent: Friday, March 01, 2002 11:24 AM
To: Katrina Tew; Michael A. Palecki
Subject: FW: supra/bellsouth

Commissioner, is this what you are asking for?

-----Original Message-----
From: Beth Keating
Sent: Friday, March 01, 2002 9:25 AM
To: Harold McLean
Subject: RE: supra/bellsouth

Sorry, for the delay. Tried to catch you yesterday before you left. The first one's easy - from the commercial arbitration, Supra owes BellSouth $3.5 million - none of which has been paid and BST has apparently not sought enforcement. (This amount does not include any amounts accrued since the commercial arbitration for service provided by BellSouth to Supra)

The second is somewhat less clear. Before she went home sick yesterday, Patty left me a note that indicated in the complaint docket Supra claims BST owes them $305,560.04, plus interest of approximately $150,000. Lee is confirming this again for me, because the note wasn't entirely clear and Beth S. said she thought the amount was more like $256,000. Regardless, though, it doesn't appear to be enough to offset much of the amount owed under the commercial arbitration award. I'll get back to you on this second number as soon as I get confirmation from Lee.

-----Original Message-----
From: Harold McLean
Sent: Friday, March 01, 2002 8:22 AM
To: Beth Keating
Subject: supra/bellsouth

Hey, I need those numbers I asked you about yesterday -- the what does bell owe supra v. what does supra owe bell -- for Commissioner Palecki.

EXHIBIT
Tabbies 1

Katrina Tew

From: Katrina Tew
Sent: Friday, March 01, 2002 12:54 PM
To: Harold McLean
Subject: RE: Your question

Sounds good. I'm here the rest of the day. Feel free to call or drop in whenever. Thanks again!

-----Original Message-----
From: Harold McLean
Sent: Friday, March 01, 2002 12:07 PM
To: Katrina Tew
Subject: Your question

Katrina, the answer is 'yes' -- $4.2 million.

Bell claims a much higher amount due, however, 'between 50 and 70 million'.

Lets talk this afternoon.

BEFORE THE CPR INSTITUTE FOR DISPUTE RESOLUTION ARBITRAL TRIBUAL

SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.,

Claimant,

v. Arbitration I

BELLSOUTH
TELECOMMUNICATIONS INC.,

Respondent.

****

BELLSOUTH
TELECOMMUNICATIONS INC.,

Claimant and
Counterclaim Respondent,

v. Arbitration II

SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.,

Respondent and
Counterclaimant.

FINAL AWARD OF THE TRIBUNAL IN CONSOLIDATED ARBITRATIONS

ARBITRAL TRIBUNAL

M. SCOTT DONAHEY
JOHN L. ESTES
CAMPBELL KILLEFER

BACKGROUND

On June 5, 2001, the Tribunal entered its AWARD OF THE TRIBUNAL IN CONSOLIDATED ARBITRATIONS (herein after referred to as the Award and attached hereto as Exhibit A and incorporated herein).

On June 20, 2001, Supra Telecommunications & Information Systems, Inc. (Supra) filed its motion entitled Supra's Request For Clarification of Award of the Tribunal in Consolidated Arbitrations and Default Damages as a Result of BellSouth's Non-Compliance With Same. On the same date, BellSouth Telecommunications, Inc. (BellSouth) filed its motion entitled BellSouth's Motion for Reconsideration and Interpretation.

Thereafter, after a hearing in Atlanta on July 16, 2001, the Tribunal entered its ORDER REGARDING SUPRA'S AND BELLSOUTH'S MOTIONS FOR INTERPRETATION OF THE JUNE 5, 2001 AWARD IN CONSOLIDATED ARBITRATIONS (hereinafter referred to as the Clarification Order and attached hereto as Exhibit B and incorporated herein) on July 20, 2001.

AUDIT

In its Award, the Tribunal granted Supra's request for an audit and ordered that the audit be completed by July 31, 2001 (Award. pp. 36-38 and 44-45).

In its Clarification Order, the Tribunal extended the time for completion of the audit to August 31, 2001, clarified the scope of the audit, and granted BellSouth's request to audit the results of the Supra audit by September 21, 2001, (Clarification Order p. 5-6).

Supra engaged Morrison, Brown, Argiz Company, Certified Public Accountants, of Miami, Florida, as it auditor which filed its report on August 31, 2001.

BellSouth filed its Response To Supra's Audit Report on September 25, 2001, and Supra filed its Reply In Support of the Audit Report on September 27, 2001.

On October 1, 2001, the Tribunal conducted a hearing in Atlanta to hear arguments with respect to the audit report. Participating in such hearing were Arbitrators M. Scott Donahey, John L. Estes, and Campbell Killefer. T. Michael Twomey represented BellSouth, and Brian Chaiken represented Supra. Michael O'Rourke appeared on behalf of the auditors to respond to questions from the Tribunal and parties.

In their Audit Report, the auditors addressed numerous issues and made recommended adjustments. BellSouth agreed with the following items and amounts:

Unlawful Third Party Pass-through calls	$30,087.32
Excess ODUF	4,945.54
Non-discounted trouble determination	$ 1,944.50
TOTAL	$36,977.36

The Tribunal finds that Supra did not meet its burden of proof with respect to all other items addressed in the auditors' report, and therefore all other adjustments are denied.

Section 11.1.5 of the General Terms and Conditions of the Interconnection Agreement executed by BellSouth and AT&T and adopted by Supra provides as follows:

> Audits shall be at [Supra's] expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by [Supra] hereunder by an amount that is on an annualized basis greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.

The Tribunal finds that the adjustments resulting from the audit do not exceed two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit and that Supra is not entitled to reimbursement of its audit expenses from BellSouth.

DAMAGES

In its Award (Award pp. 36 and 44), the Tribunal awarded $6,374,369.58 to BellSouth, subject to the results of the audit. The Tribunal also awarded Supra setoff damages (Award pp. 41-44) as follows and as contained in the referenced paragraphs:

VI.B.1.	Incremental Net Income Operating as UNE Provider	$2,103,906.40
VI.B.3.a.	Lens Downtime	669,153.00
VI.B.3.b.	Cutoff of Supra's Access	55,488.00
	TOTAL	$2,828,547.40

With respect to the Award VI.B.1, Incremental Net Income Operating as UNE Provider, the damages assessed were based upon calculation of Supra's witness Wood in Exhibits DJW-5 and DJW-6. These calculations of damages were through March 31, 2001. Since the Tribunal awarded Supra damages through May 31, 2001, it was necessary to recalculate Supra's damages to that date as additional damages.

Accordingly, the Tribunal directed Supra's auditor to determine the number of Supra's customers in April and May so that the Tribunal could calculate such additional damages (Award p. 42)

Supra's auditors responded to the Tribunal's direction by finding that the number of Supra's customers in April were 44,171 and in May were 60,985. The parties have agreed that the calculation of damages for this period, based upon an historic blend of residential and business customers for that number of customers is $1,663,018.24. The Tribunal awards such sum as setoff damages to Supra.

In its award (Award p. 46), the Tribunal ordered the auditor to remove any late charges in the process of the audit. The auditors found this sum to be $648.00, and the Tribunal awards such sum to Supra as setoff damages.

BellSouth's invoices include interest. A portion of these invoices are offset by the various monetary awards to Supra herein. The interest on the amount of BellSouth's invoices so offset should also be awarded to Supra. Therefore, the Tribunal has calculated and finds that Supra is entitled to further offset damages in the amount of $186,551.82 for this interest factor.

SUMMARY OF FINAL AWARD WITH RESPECT TO DAMAGES

BellSouth Invoices	$6,374,369.58
Damages awarded Supra in the Award	(2,828,547.40)
Adjustments resulting from audit	(36,977.36)
Additional UNE Provider damages	(1,663,018.24)
Removal of late charges	(648.00)
Total	$1,845,170.58
Removal of BellSouth's interest charges	(186,551.82)
NET MONETARY AWARD	$1,658,618.76

In summary, in addition to the non-monetary matters granted in the Award, the net monetary award is to BellSouth in the amount of $1,658,618.76, plus post-judgment interest at the rate prescribed by Florida law, from the date hereof.

DATED: October 22, 2001

M. Scott Donahey John L. Estes Campbell Killefer

Bank of America

FROM: LOCATION: MTRANS, 0, BANK OF AMERICA/FLX
TO: SUPRA TELECOMMUNICATIONS &,
INFORMATION SYSTEMS, INC.
2620 SW 27TH AVE OPERATING ACCOUNT
MIAMI, FL 33133-3005
ATTN: RONKE SHOOBOLA
DATE: 020228
::
From: Bank of America, Wire Transfer Services
Wire Transfer Advice
Date: 28-FEB-2002, Account: 003447083302

SUPRA TELECOMMUNICATIONS
INFORMATION SYSTEMS, INC.
2620 SW 27TH AVE OPERATING ACCOUNT
MIAMI, FL 33133-3005
Attn: RONKE SHOOBOLA

Please contact us at 1-800-577-9473 (WIRE) if you have any questions about this wire transfer. Thank you for using Bank of America Wire Transfer Services.

This transaction was debited today in the amount of 4,259,288.47

Our Ref:	020228005372	
External Ref:		IMAD=20020228L1B7039C000469
Sending Bank:	003447083302	SUPRA TELECOMMUNICATIONS INFORMATION SYSTEMS, INC. 2620 SW 27TH AVE OPERATING ACCOUNT MIAMI, FL 33133-3005
Beneficiarys Bank:	062000019	AMSOUTH BIRMINGHAM, AL
Beneficiary:	000000477	BELLSOUTH

NNNN

EXHIBIT
IV

BEFORE THE CPR INSTITUTE FOR DISPUTE RESOLUTION ARBITRAL TRIBUNAL

BELLSOUTH
TELECOMMUNICATIONS INC., INC.,

Claimant,

v. Arbitration III

SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.,

Respondent.

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SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.,

Claimant,

v. Arbitration IV

BELLSOUTH
TELECOMMUNICATIONS INC., INC.,

Respondent.

****

INTERPRETATION OF AWARD IN CONSOLIDATED ARBITRATIONS III AND IV

ARBITRAL TRIBUNAL

M. Scott Donahey
John L. Estes
Campbell Killefer

EXHIBIT
Baker
VI

MIL2843 doc/5

TABLE OF CONTENTS

I. INTRODUCTION

On January 7, 2002, Supra filed a Request for Interpretation and/or Additional Award of the Unanimous Award of the Tribunal in Consolidated Arbitrations III and IV dated December 21, 2001, and BellSouth filed a Request for Interpretation (collectively, the "Requests for Interpretation"). Under the CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration (the "CPR Rules"), the Requests for Interpretation were timely filed. CPR Rule 14.5. Pursuant to Scheduling Order Re: Requests for Interpretation of Award dated January 9, 2002, the parties submitted their respective Responses to the Requests for Interpretation on January 16, 2002.

On January 21, 2002, counsel for the parties and the members of the Tribunal convened a hearing on the Requests for Interpretation at the Georgian Terrace Hotel, in Atlanta, Georgia. The Tribunal heard arguments and questioned counsel on the issues presented. No new evidence was received. The hearing lasted approximately 4 ½ hours. Based on the Requests for Interpretation, the Responses, and the arguments and discussion at the hearing, the Tribunal finds that the following matters warrant Interpretation.

II. SUPRA'S REQUEST FOR INTERPRETATION

A. UNE Rates to be Applied For the Reformulation of Supra's Bills

The Tribunal's December 21 award requires BellSouth to restate the bills on the basis that all services provided to Supra are provided in the form of UNEs and UNE Combinations. Unanimous Award of the Tribunal in Consolidated Arbitrations III and IV, dated December 21, 2001 ("Unanimous Award"). Supra requests that the Tribunal interpret the Interconnection Agreement to require BellSouth to use the UNE and UNE Combination rates listed in the May 2001 Order of the Florida Public Service Commission. *Final Order on Rates for Unbundled*

Network Elements Provided by BellSouth, Order No. PSC-01-1181-FOF-TP (FPSC Docket No. 990649, May 25, 2001) However, the Tribunal's Unanimous Award does not anticipate the rates that BellSouth may use. "The restated bills are to be provided to Supra and to the Tribunal. To the extent that Supra takes issue with the restated bill, Supra is entitled to exercise its audit rights as provided in the Interconnection Agreement." Unanimous Award, at 23. If Supra disagrees with the contract rate used by BellSouth, a remedy is provided. Therefore, Supra's Request For Interpretation regarding the proper contract rate is premature.

B. Application of Damages to Supra as Set Off

Supra requests that the Tribunal interpret the Award regarding when Supra is obligated to pay BellSouth the sum of $4,259,288.47, which the parties stipulated was due BellSouth for the months of April and May, 2001, subject to any set off due Supra. Supra contends that since the stipulation entered by the parties expressly made the amount subject to set off, any amount due BellSouth is not payable until such time as the total amount of Supra's set off has been determined.

BellSouth argues that the stipulated amount is the amount that Supra has agreed it owes BellSouth for April and May, 2001, and that Supra has already recovered damages for this period in Arbitrations I and II. Accordingly, BellSouth argues that this amount should be paid forthwith. At the hearing, BellSouth requested that if this amount is not presently payable, then the Tribunal should reconsider BellSouth's request for a bond, an Escrow or other prejudgment security, which request the Tribunal has previously denied.

The Tribunal is mindful that BellSouth performed services more than nine months ago for which Supra has recovered damages and for which BellSouth has yet to be paid. The

BEFORE THE CPR INSTITUTE FOR DISPUTE RESOLUTION ARBITRAL TRIBUAL

SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.,

Claimant,

v. Arbitration I

BELLSOUTH
TELECOMMUNICATIONS INC.,

Respondent.

****

BELLSOUTH
TELECOMMUNICATIONS INC.,

Claimant and
Counterclaim Respondent,

v. Arbitration II

SUPRA TELECOMMUNICATIONS
& INFORMATION SYSTEMS, INC.,

Respondent and
Counterclaimant.

FINAL AWARD OF THE TRIBUNAL IN CONSOLIDATED ARBITRATIONS

ARBITRAL TRIBUNAL

M. SCOTT DONAHEY
JOHN L. ESTES
CAMPBELL KILLEFER

Tribunal interprets its order to require Supra to pay BellSouth the sum of $4,259,288.47 on or before February 28, 2002.

C. Confidentiality of Award

Supra requests that the Tribunal issue an order that the Unanimous Award is not subject to the confidentiality provisions of the Interconnection Agreement and that the Unanimous Award does not contain confidential information. The Tribunal declines this request.

First, CPR Rule 14.5, under which Supra is proceeding, deals with interpretation of awards, and not their confidentiality. Any motion for determination of the confidentiality of an award should be brought under CPR Rule 17. Moreover, following our ruling on the confidentiality of the award in Arbitrations I and II, BellSouth took the question of the extent of the confidentiality requirement to the United States District Court for the Southern District of Florida ("Florida Court"), as was BellSouth's right. The Florida Court issued an order interpreting the confidentiality provisions of the Interconnection Agreement. Final Order Granting Petition to Confirm Arbitration Award, Denying Motion to Vacate and Granting Motion to Seal, U.S.D.C., S.D. Fla., Case No. 01-3365-CIV-KING (Oct. 31, 2001), at 5. Supra has subsequently moved for reconsideration of the confidentiality portion of that order.

The parties have presented the meaning of the contractual language of confidentiality provisions of the Interconnection Agreement to the Florida Court in full recognition that the Court's determination prevails. Accordingly, the parties are now required to look to the Florida Court regarding the question of the confidentiality of an award under the language of the Interconnection Agreement. Should the Florida Court provide the Tribunal further guidance and/or should the Florida Court instruct the Tribunal to make a determination of an issue or

issues related to confidentiality pursuant to CPR Rule 17, the Tribunal would then consider the question.

III. BELLSOUTH'S REQUEST FOR INTERPRETATION

A. BellSouth's Request for Modification Due to Impracticability or Impossibility

In BellSouth's Request for Interpretation, BellSouth requests (1) that it not be required to restate the bills issued to Supra by January 31, 2002, billing Supra as a UNE Provider, and not on a Resale basis, and (2) that BellSouth not be required to furnish access and usage data to Supra by January 31, 2002. BellSouth contends that it would require eight to twelve months to accomplish these tasks at a cost in excess of several million dollars. Nowhere in the record is there evidentiary support for such a time frame or such cost. Indeed, in its response and its pre-hearing and post-hearing briefs, BellSouth never made such contentions, despite the fact that Supra has sought such relief since as early as its first pleading in these combined actions in August 2001.

In Supra's Notice of Defense and Counterclaim, dated August 31, 2001 ("Arb. III Counterclaim"), Supra specifically complained that BellSouth continued to wrongfully bill Supra as a reseller and that BellSouth refused to provide access and usage revenues to Supra and requested relief in the form of specific performance. Arb. III Counterclaim, at 49, ¶¶ 143 and 146, and prayer for relief. BellSouth responded to these claims and the prayer for relief with a general denial. BellSouth's Response to Supra's Notice of Defense and Counterclaim dated September 20, 2001 ("BellSouth's Response"), at 16, ¶¶100 and 101. In BellSouth's Response, BellSouth raises nine separate affirmative defenses. Nowhere does BellSouth assert impossibility or impracticability of performance. *Id.*, at 17-18.

In Supra's Pre-Hearing Statement, Supra specifically requests a recalculation of its bills and the provision of access and usage data. Supra's Pre-Hearing Statement, dated November 7, 2001 ("Supra Pre-Hearing Statement"), Section entitled CLAIM IV (unnumbered pages). Expressly recognizing in BellSouth's Pre-Hearing Brief, dated November 7, 2001 ("BellSouth Pre-Hearing Brief") that Supra is making the claims for specific relief previously referenced, BellSouth raises numerous arguments and defenses to such relief. Nowhere among them are the arguments that the provision of such relief would be exorbitantly expensive or that it would require a period of time approaching a year to provide such relief. BellSouth Pre-Hearing Brief, at 15-16 and 18-25.

BellSouth again deals directly with Supra's wrongful billing claims in BellSouth's Post-Hearing Brief. BellSouth argues that Supra's claims are false (BellSouth Post-Hearing Brief, 26, and 26, n. 8), that such claims should have first been presented in an Inter-Company Review Board (*Id.*, at 26, n.8), that BellSouth has provided all required records and data to Supra (*Id.*, at 27, n.8 (cont.)), that if BellSouth were to comply Supra would owe BellSouth additional money (*Id.*, at 27 and 34-36), that Supra failed to properly order UNE service (*Id.*, at 28), that Supra failed to cooperate in converting its customers to UNE service (*Id.*), and that Supra's claims are meritless (*Id.*, at 31-36). Not once did BellSouth assert or argue that such relief would cost BellSouth in excess of several million dollars or that BellSouth would require up to a year to provide it.

The only evidentiary support that BellSouth cites for its arguments regarding the alleged time and cost involved in complying with the Tribunal's order is the pre-filed Rebuttal Affidavit of David Scollard and the Affidavit of Clyde Green that was produced in opposition to a motion to compel brought by Supra prior to the hearing. Mr. Scollard states, in pertinent part:

On page 102 of his testimony, Mr. Ramos states that it would be simple to recalculate Supra's resale bills as UNE. From a billing system perspective, it would be extremely difficult if not impossible. The following major problems would be encountered:

1. All Universal Service Order codes (USOCS) that were billed as resale would have to be changed to the appropriate UNE USOC,

2. All customers usage (not just Supra's) would have to be re-run through the billing system for the selected dates,

3. All Rates (not just rates in BIBS as suggested by Mr. Ramos but all rates for all UNE service elements) and reference file information within the billing systems would have to be reset for each date involved, and

4. All billing system inputs associated with the selected dates including call record data, payments, service order information and adjustment information would have to be supplied and re-input into the system.

Scollard RT, at 15, ¶ 42.

In his affidavit in opposition to Supra's Motion to Compel, Mr. Green states:

AMA usage data is not the customer-specific data Supra requested in its discovery. These AMA data files are not segregated or sorted by customer and each file contains usage data for many different customers. Because the data relating to Supra's access lines or customers is not distinguishable from the data relating to the access lines of BellSouth and all other CLECs, data relating to Supra would have to be extracted from the billing tapes. AMA data is stored in data files by BellSouth on a daily basis. BellSouth processes more than 100 million records per day for Florida alone.

To obtain the usage data in the format requested by Supra, it would be necessary for new computer software programs to be written that could extract stored AMA usage data relating to Supra's lines. The programs do not currently exist that would permit the extraction of the information requested by Supra for all of its access lines. Moreover, if the Supra data were segregated and extracted, if Supra wishes BellSouth to reprocess the data as UNE, additional mainframe computer capacity would be required. BellSouth systems do not currently have the capacity to reprocess Supra data at the same time as they are processing current production data.

Green Affidavit, November 9, 2001, at ¶¶ 3 and 4. Nowhere does either gentleman suggest that the process would require eight to twelve months to complete or that it would cost in excess of several million dollars. Neither Mr. Scollard nor Mr. Green offered any additional evidence by way of live testimony at the hearing.

As an alternative, BellSouth suggests that the "approach" used by Supra's damages expert, Don Wood, in Arbitrations I and II be used to calculate Supra's damages. Such a request is inappropriate for many reasons. First, Supra has requested relief in the form of specific performance. Second, Supra's expert Wood testified in a separate arbitration, and none of his testimony is part of the record in this proceeding. Third, Wood's analysis does not cover the period of June - December, 2001, at issue here, nor is there in the record the precise number of Supra customers per month for that period. Finally, both BellSouth, at the hearing in Arbitrations I and II, and Supra, at the hearing on the Requests for Interpretation in Arbitrations III and IV on January 21, 2002, have attacked the accuracy of Wood's methodology and his conclusions. BellSouth's post-hearing suggestion that the Tribunal should calculate damages for Supra in lieu of the specific performance remedy requested by Supra must be rejected.

In short, until the Tribunal ordered that BellSouth restate the bills and produce the access and usage data, BellSouth's time and expense arguments were never raised. Following a full hearing, the Tribunal merely ordered BellSouth to do that which it is already legally obligated to do. For example, regarding access and usage data, the Tribunal's Award states:

> The Interconnection Agreement requires BellSouth to record and to furnish usage data to Supra. Interconnection Agreement, Attach. 7, §§ 3.1, 3.2, 4.1, 4.2, and 4.3. According to the finding of the Florida Public Service Commission in Order No. PSC-98-0810-FOF-TP, BellSouth is also obligated under the terms of the Interconnection Agreement to furnish switched access usage data, including interstate and intrastate access service data, and data covering local exchange service

> and long-distance service. BellSouth must provide switched access usage data necessary for Supra to bill Interexchange Carriers.
>
> Accordingly, the Tribunal requires that BellSouth provide access and usage data, at BellSouth's expense, as required by the Interconnection Agreement, the Florida Public Service Commission, and the Federal Communications Commission, including data relevant to reciprocal compensation, to enable Supra to bill and collect for the charges and fees they are entitled to collect pursuant to contract or to regulatory order. Such data is to be provided to Supra no later than January 31, 2002.

Unanimous Award, at 23-24.

Accordingly, BellSouth is to produce the necessary access and usage data, and to restate Supra's bills, billing Supra entirely as a facilities-based provider, and to do so no later than February 28, 2002. Supra will not be liable for any BellSouth invoices for the period June 1 through December 31, 2001, until BellSouth produces the necessary restated invoices in accordance with the Unanimous Award.

B. BellSouth's Requests That It Be Allowed to Eliminate Certain Services Upon Conversion to UNEs

1. DSL

As the Tribunal expressly held, "BellSouth is not contractually obligated to offer [DSL service] directly to Supra's customers. Whether BellSouth's disconnection or threatened disconnection of DSL service violates federal antitrust laws is one of the pending issues in Arbitration V." Unanimous Award, at 28.

2. Inside Wire Maintenance Plans

BellSouth may discontinue its inside wire maintenance service performed for Supra's customers, but shall not contact or notify Supra's customers directly. Supra must either provide such service or notify customers of its termination.

3. Schedule of Completion

BellSouth shall complete the conversion of Supra's customers to UNEs by February 28, 2002.

C. Interpretation of Collocation Language

The Tribunal inartfully expressed its intention in the last sentence on page 9 of the Unanimous Award. That sentence should read, "For whatever reason, Supra has not been able to collocate its switch, despite this Tribunal's Order in the Award at pages 17-21 and 48, and the Order Regarding BellSouth's Motion for Interpretation of the June 5, 2001, Award in Consolidated Arbitrations at page 5." The Tribunal will furnish the parties with a new page 9 to be substituted in the Unanimous Award.

IV. CONCLUSION

Other than as expressly interpreted herein, the Tribunal refuses to further interpret the Unanimous Award and denies all other requests by Supra and BellSouth.

DATED: February ____, 2002

John L. Estes	M. Scott Donahey	Campbell Killefer

Arbitration Between Supra Telecommunications and Information Systems, Inc. and BellSouth Telecommunications, Inc., Arbitrations III and IV

AGENDA FOR HEARING ON REQUESTS FOR INTERPRETATION OF AWARD
Georgian Terrace Hotel, Atlanta, January 21, 2001, 9:30 a.m.

I. Supra's Request For Interpretation and/or Additional Award

- A. BellSouth's invoice for voicemail services
- B. UNE rates to be applied to BellSouth's restated bills
- C. Application of additional damages due Supra as a set off
- D. Confidentiality of Award in Consolidated Arbitrations I and II

II. BellSouth's Request For Interpretation

- A. Rebilling of Supra as UNE provider
  1. Recalculation of bills
  2. Access and other usage data
- B. Conversion of Supra's Customers
  1. ADSL services
  2. Inside wire maintenance plan
  3. Voicemail services
  4. Line sharing
  5. Schedule for completion
- C. Reference to status of collocation

Bank of America

FROM: LOCATION: MTRANS, 0, BANK OF AMERICA/FLX
TO: SUPRA TELECOMMUNICATIONS &,
INFORMATION SYSTEMS, INC.
2620 SW 27TH AVE OPERATING ACCOUNT
MIAMI, FL 33133-3005
ATTN: RONKE SHOOBOLA
DATE: 020228
::
From: Bank of America, Wire Transfer Services
Wire Transfer Advice
Date: 28-FEB-2002, Account: 003447083302

SUPRA TELECOMMUNICATIONS
INFORMATION SYSTEMS, INC.
2620 SW 27TH AVE OPERATING ACCOUNT
MIAMI, FL 33133-3005
Attn: RONKE SHOOBOLA

Please contact us at 1-800-577-9473 (WIRE) if you have any questions about this wire transfer. Thank you for using Bank of America Wire Transfer Services.

This transaction was debited today in the amount of 4,259,288.47

Our Ref:	020228005372	
External Ref:		IMAD=20020228L1B7039C000469
Sending Bank:	003447083302	SUPRA TELECOMMUNICATIONS INFORMATION SYSTEMS, INC. 2620 SW 27TH AVE OPERATING ACCOUNT MIAMI, FL 33133-3005
Beneficiarys Bank:	062000019	AMSOUTH BIRMINGHAM, AL
Beneficiary:	000000477	BELLSOUTH

NNNN

EXHIBIT
VII

02-27-02 10:23 RECEIVED FROM: P.01
04-01-02 12:27 RECEIVED FROM:+3054431078 P.29

----Original Message-----
From: Twomey Esq., Mike [mailto:Mike.Twomey@bellsouth.com]
Sent: Thursday, February 28, 2002 1:18 PM
To: 'Turner, Paul '
Subject: RE: Supra

We received the wire transfer this morning.

Mike

-----Original Message-----
From: Turner, Paul
To: 'Twomey Esq., Mike'
Sent: 2/28/02 10:16 AM
Subject: RE: Supra

Mike:

Supra's records indicate that the wire transfer has been completed.
Please
confirm.

Thanks,

Paul

-----Original Message-----
From: Twomey Esq., Mike [mailto:Mike.Twomey@bellsouth.com]
Sent: Monday, February 18, 2002 12:54 PM
To: 'pturner@stis.com'; 'bchaiken@stis.com'
Subject: Supra

Wiring details:

AMSOUTH Bank
1900 5th Avenue N
PO Box 11007
Birmingham, AL 35288

Bank ABA 062000019

BellSouth Account # 000000477

T. Michael Twomey
Senior Regulatory Counsel
BellSouth Corporation
mike.twomey@bellsouth.com (email)
mtwomey1@imcingular.com (ipage)
404.335.0750 (voice)
404.614.4054 (fax)

EXHIBIT
tabbies
VIII

****

****
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"The information transmitted is intended only for the person or entity to
which it is addressed and may contain confidential, proprietary, and/or
privileged material. Any review, retransmission, dissemination or other use
of, or taking of any action in reliance upon, this information by persons or
entities other than the intended recipient is prohibited. If you received
this in error, please contact the sender and delete the material from all
computers."

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****
"The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers."

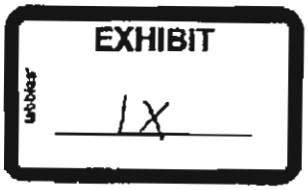
BEFORE THE CPR INSTITUTE FOR
DISPUTE RESOLUTION ARBITRAL TRIBUNAL

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC., Claimant, v. BELLSOUTH TELECOMMUNICATIONS, INC., Respondent.	Arbitrations III & IV

SCHEDULING ORDER ON DISPUTES CONCERNING BELLSOUTH'S INVOICES FOR THE PERIOD JUNE THROUGH DECEMBER 2001

ARBITRAL TRIBUNAL

M. Scott Donahey
John L. Estes
Campbell Killefer



Supra Telecommunications and Information Systems, Inc. ("Supra") has contended that the restated invoices submitted by BellSouth Telecommunications, Inc. ("BellSouth") on February 28, 2002, to Supra are neither in the proper format nor provide the necessary information required in the Unanimous Award of the Tribunal in Consolidated Arbitrations III and IV, dated December 21, 2001 (the "Award"), as clarified in the Interpretation of Award in Consolidated Arbitrations III and IV, dated February 4, 2002 (the "Interpretation"). BellSouth concedes that it had not produced the required usage data on the date ordered, but that it anticipated producing the required data by March 15, 2002.

The Award provides in pertinent part:

> The Interconnection Agreement requires BellSouth to record and to furnish usage data to Supra. Interconnection Agreement, Attach. 7, §§ 3.1, 3.2, 4.1, 4.2, and 4.3. According to the finding of the Florida Public Service Commission in Order No. PSC-98-0810-FOF-TP, BellSouth is also obligated under the terms of the Interconnection Agreement to furnish switched access usage data, including interstate and intrastate access service data, and data covering local exchange service and long-distance service. BellSouth must provide switched access usage data necessary for Supra to bill Interexchange Carriers.

Award, , § VI, B, 2 at 23-24.

The Interpretation provides in pertinent part:

> Accordingly, BellSouth is to produce the necessary access and usage data, and to restate Supra's bills, billing Supra entirely as a facilities-based provider, and to do so no later than February 28, 2002. Supra will not be liable for any BellSouth invoices for the period June 1, through December 31, 2001, until BellSouth produces the necessary restated invoices in accordance with the Unanimous Award.

Interpretation, § III, A, at 8.

The Tribunal therefore orders that an in person hearing will be held at the Georgian Terrace Hotel, Atlanta, Georgia, beginning at 9:30 a.m., Tuesday, April 2, 2002, **solely to deal with the issues of 1) whether BellSouth has produced the required access and usage data and 2) whether BellSouth has produced billing statements that comply with the Award.** The Tribunal requests that BellSouth make arrangements for rooms for the arbitrators for the nights of April 1 and 2 and for a room in which to hold the hearing.

The Tribunal is prepared to receive evidence at the hearing from both BellSouth and Supra in the form of oral testimony and of documentary evidence, so long as that documentary evidence has been produced to the other side as of the date of this order. BellSouth may reply only to the billing issues which have been raised by Supra, any such reply to be furnished no later than noon, E.S.T., March 28, 2002. Any exhibits should be premarked and exchanged by the parties no later than 5:00 p.m. E.S.T., March 28, 2002. BellSouth shall use exhibit numbers 1 – 200, and Supra shall use exhibit numbers 301-500. Evidence may be submitted on the following subjects only:

1. Are invoices submitted in CABS format?
2. What does CABS require as far as information disclosed in the bills?
3. Is BellSouth required to follow the Telcordia CBOS standards?
4. Does the contract Interconnection Agreement require BellSouth to follow the Telcordia CBOS standards? If so, in what sections of the Interconnection Agreement?
5. What do the Telcordia CBOS standards require?
6. Is BellSouth in compliance with such standards?
7. Has BellSouth billed Supra as a facilities-based provider using the appropriate UNE and UNE combination rates?
8. Has BellSouth provided Supra with the following usage data:
    a. Completed Calls
    b. Use of Feature Activations for Call Return, Repeat Dialing, and Usage Sensitive Three Way Calling

c. Rated Calls to Information Providers Reached Via BellSouth Facilities
d. Calls to Directory Assistance Where BellSouth Provides Such Service to a Supra Customer
e. Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service to Supra's Local Service Customer originating from Supra's customer or billed to Supra
f. For BellSouth-Provided Centrex Service, Station Level Detail
g. Records Shall Include Complete Call Detail and Complete Timing Information

Interconnection Agreement, Annex 7, §§ 3.1 and 3.2.

9. Has BellSouth provided Recorded Usage Data in the EMR format and by category, group, and record type as specified in Appendix II of Annex 7?
10. Has BellSouth provided the Working Telephone Number of the call originator on each EMR call?
11. Are end user customer usage records and station level detail records in packs in accordance with EMR standards?

Interconnection Agreement, Annex 7, §§ 4.1-4.3.

12. Has BellSouth furnished switched access usage data, including interstate and intrastate access service data?
13. Has BellSouth furnished data covering local exchange service?
14. Has BellSouth furnished data covering long distance service?
15. Has BellSouth provided switched access usage data necessary for Supra to bill Interexchange carriers?

FPSC Order No. PSC-98-0810-FOF-TP.

It is so ordered.

DATED: March 21, 2002

Mr. Scott Donahey
For the Unanimous Tribunal