ATTACHMENT C

REQUEST FOR CONFIDENTIAL CLASSIFICATION OF BELLSOUTH'S OPPOSITION TO SUPRA'S MOTION FOR EXTENSION OF TIME FILED ON MAY 1, 2002 IN FLORIDA DOCKET NO. 001305-TP

ONE HIGHLIGHTED COPY

DECLASSIFIED 9.17.05

CONFIDENTIAL

appeal

This confidentiality request was filed by or for a "telco" for DN 05479-02. 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. 04781-02)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection Agreement Between BellSouth Telecommunications, Inc. and Supra Telecommunications & Information System, Inc., Pursuant to Section 252(b) of the Telecommunications Act of 1996.	)	Docket No. 001305-TP Filed: May 1, 2002

BELLSOUTH'S OPPOSITION TO SUPRA'S MOTION FOR EXTENSION OF TIME

BellSouth Telecommunications, Inc. ("BellSouth") opposes Supra Telecommunications & Information Systems, Inc.'s ("Supra") Motion for Extension of Time ("Motion") to file the parties' Interconnection Agreement. For the reasons discussed in detail below, the Florida Public Service Commission ("Commission") should deny Supra's request to delay the time period in which the parties had to file the Interconnection Agreement and should approve the Interconnection Agreement BellSouth submitted on April 25, 2002 in accordance with the Commission's Final Order.

INTRODUCTION

Consistent with its goal to frustrate the arbitration process and delay executing a new Interconnection Agreement with BellSouth, Supra filed its Motion for Extension of Time the day before the parties were required to file an the Agreement pursuant to Order No. PSC-02-0413-FOF-TP ("Order") – April 25, 2002. BellSouth complied with the Commission's Order and filed the Agreement (executed only by BellSouth) on April 25, 2002.

PROPRIETARY

Supra's request for an extension, *although* based on the suggestion that the extension "will ensure that the parties will not have to negotiate the necessary final language more than once," (Motion at 3) is a bad faith filing based on falsehoods meant to mislead the Commission. This Motion is nothing more than a calculated delay tactic to avoid executing a new Interconnection Agreement and is no different than the motions Supra filed after Staff's February 8, 2002 recommendation and the Commission's vote on March 5, 2002 – all of which sought delay. These motions include:

1. Supra's Motion to Defer Agenda Item 27 or In the Alternative Request for Oral Argument, filed on February 13, 2002;

2. Supra's Motion for Rehearing, Motion for Appointment of Special Master, Motion for Indefinite Deferral; and Motion for Oral Arguments, filed on February 18, 2002;

3. Supra's Renewed Motion for Indefinite Stay of Docket 001305-TP and in the Alternative Renewed Motion for Oral Arguments, filed February 21, 2002;

4. Supra's Motion for Oral Arguments on Procedural Question Raised by Commission Staff and Wrongful Denial of Due Process, filed February 27, 2002;

5. Supra's Motion to Extend Due Date for Filing Motion for Reconsideration, filed April 1, 2002;

6. Supra's Motion for Reconsideration of Order No. PSC-02-0464-PCO-TP (Order denying extension to file motion for reconsideration), filed April 10, 2002;

7. Supra's Motion for Reconsideration and Clarification of Order No. PSC-02-0464-PCO-TP, filed April 8, 2002;

8. Supra's Motion for Reconsideration of the Denial of Its Motion for Rehearing of Order PSC-02-0413-FOF-TP, filed April 10, 2002; and

9. Supra's Motion to Disqualify and Recuse Commission Staff and Commission Panel from All Further Consideration of this Docket and to Refer Docket to DOAH for All Future Proceedings, filed April 17, 2002.

These filings are in addition to the numerous other motions and filings Supra submitted throughout the hearing process in which Supra sought a delay of the hearing itself.

Furthermore, the Commission should not grant Supra's Motion for Extension of Time because (1) BellSouth has already executed and filed the Interconnection Agreement pursuant to the Order, thereby rendering Supra's request moot; (2) BellSouth will be extremely prejudiced by any postponement of the filing of the Agreement while Supra will suffer no prejudice as all of its rights are preserved; (3) Supra has no intent to comply with the Commission's Order and execute the new Interconnection Agreement; and (4) there is no precedent for extending the time period in which to file an executed Interconnection Agreement when both parties do not request the extension or when one party objects to said extension. In addition, the Commission should approve the Interconnection Agreement timely filed by BellSouth in compliance with the Commission's Final Order and pursuant to the Telecommunications Act of 1996.

Simply put, Supra has no intention of executing the new Agreement with BellSouth and the instant Motion is just one avenue of many that Supra is utilizing to effectuate its goal of attempting to frustrate the arbitration process, avoid entering into a new Interconnection Agreement with BellSouth, and avoid

paying BellSouth for legitimate services received. The Commission should view this Motion for what it truly is and summarily reject it.

LAW AND ARGUMENT

I. Supra's Motion Is Moot and Is Just Another Delay Tactic.

As an initial matter, Supra's Motion for an Extension of Time is moot because BellSouth, in compliance with the Order, filed an executed Interconnection Agreement with the Commission on April 25, 2002. As discussed in detail below, Supra refused to execute the Agreement or to even discuss any of the final terms of the Agreement, despite repeated requests by BellSouth. Instead, on the eve of the filing deadline, Supra filed the instant Motion, claiming that an extension was necessary to avoid multiple negotiations. In fact, there is no need for an extension of time to file the Interconnection Agreement because said Agreement has already been filed, thereby rendering Supra's request for an extension of time moot.

Furthermore, Supra filed the instant Motion for the sole purpose of delay and in complete disregard for the Commission's mandate that the parties submit an executed Interconnection Agreement by April 25, 2002. Supra is treating this Commission as a paper tiger, brazenly and deliberately refusing to comply with its Orders, and submitting one bad faith filing after another. Moreover, Supra is raising false and unsubstantiated accusations of impropriety, bias and favoritism against the Commission in an effort to distract the Commission from concluding this docket in the time frames established by the 1996 Act and this Commission. These delay tactics will only stop when the Commission approves the

Interconnection Agreement timely filed by BellSouth on April 25, 2002 in compliance with the Commission's Final Order. Until the new Interconnection Agreement is approved, Supra will continue to utilize bad faith filings and other delay tactics in the hopes of indefinitely postponing the approval of the new Agreement.

The Commission has historically rejected carriers' attempts to delay operating under a new agreement approved by the Commission through the arbitration process. For instance, the Commission has unequivocally held that a party cannot refuse to sign an interconnection agreement following arbitration:

> We believe that to preserve the credibility and viability of the *arbitration process*, it is crucial that an agreement that sets the basis for the parties to conduct business be produced from this arbitrated *proceeding*. To allow a party to or parties to withdraw a petition for arbitration, or allow a party to simply refuse to sign an agreement, once the Commission has issued its Order, is unacceptable. It simply is inappropriate and unfair for a party to impose on another party the time, effort, and expense of an arbitration proceeding, only to back out in the end because it did not get what it wanted from the proceeding. To allow this action would set a precedent that would encourage parties to future arbitrations to do the same.

Order No. PSC-97-0550-FOF-TP, In re Petition by Sprint Communications Company Limited Partnership d/b/a Sprint for Arbitration with GTE Florida Incorporated Concerning Interconnection Rates, Terms, and Conditions, Pursuant to the Federal Telecommunications Act of 1996, 1997 WL 294619 at * 8 (May 13, 1997) (emphasis added). The Commission also expressed its view that "Congress [did not] intend[] to permit parties to take parallel tracks in arbitration proceedings: one track to pursue the best deal possible in an

arbitration, and the other track to keep all options open so that either party can abandon an arbitration order simply because it does not like what it gets." Id. at * 6. Ultimately, the Commission ordered that the parties file an executed agreement or risk a fine of $25,000.00 per day for any refusal to do so. Id. at *11.

Supra's bad faith delay tactics, camouflaged as a Motion for Extension of Time, should be treated no differently. Supra has refused to discuss the new Interconnection Agreement, which incorporates the Commission's decisions in the Order and, in complete violation of the Order, has refused to execute the new Agreement. The Commission should not be fooled by Supra's Motion. Supra has no intention of negotiating, executing, or operating under the new Agreement unless the Commission requires it to. Accordingly, the Commission should put an end to these games and Supra's mockery of the Commission by immediately approving the Agreement BellSouth submitted on April 25, 2002.

II. BellSouth Will Be Prejudiced by the Extension of Time.

Assuming arguendo that Supra's Motion is not moot (which is denied), the Commission should deny said Motion because granting it would subject BellSouth to extreme prejudice. In addressing similar motions for extensions of time in the past, the Commission has granted extensions to file executed interconnection agreements when neither party would be prejudiced and both parties agree to or do not object to the extension. See e.g., In re: Petition of Sprint Comm. Co. Lim. Partnership for Arbitration with BellSouth, Docket No. 000761-TP, Order No. PSC-0-2016-FOF-TP, Oct. 9, 2001, 2001 WL 1459685 at

*3 ("Since the parties are in agreement regarding the extension of time and no party is prejudiced by granting the Motion, we find that it is appropriate to grant the parties' Joint Motion for Extension of Time.") Research has revealed no prior Commission Order where the Commission granted such an extension of time when said extension would result in one party being prejudiced or when one party expressly objected to the extension.

In this case, BellSouth will be extremely prejudiced by any delay in the filing of the Interconnection Agreement. This is so because as long as Supra continues to operate under the expired agreement, Supra has not and will not pay BellSouth for legitimate services received unless ordered to by the appropriate authority. In fact, since January 1, 2002 alone, Supra has not paid BellSouth **$7.9 million** in undisputed billings.

Supra has no incentive to execute the new Interconnection Agreement with BellSouth because the expired agreement did not contain an express provision authorizing the disconnection of service for nonpayment of undisputed amounts. As evidenced by Supra's payment history, including the statement of Supra's CEO at the hearing that Supra had not paid BellSouth for two years, Supra has chosen to avoid its payment obligations and to force BellSouth to attempt to recover both disputed and undisputed amounts through the long, arduous private arbitration process required under the expired agreement, while at the same time incurring new, additional charges month after month.

The new agreement, however, pursuant to the Commission's Order, allows BellSouth to disconnect Supra's service for the failure to pay undisputed amounts. Consequently, under the new agreement, Supra will either have to pay undisputed amounts or face disconnection of service. Apparently, the threat of disconnection is an effective tool to obtain payment from Supra as Sprint recently threatened to disconnect Supra on April 15, 2002.[1]

Each day that Supra fails to pay BellSouth for legitimate undisputed charges, BellSouth is prejudiced. Further, it is painfully obvious that Supra will not pay BellSouth these charges unless BellSouth has the right to disconnect Supra's service for nonpayment. Accordingly, delaying the filing of the Interconnection Agreement, which gives BellSouth the right to disconnect service, for any period of time greatly prejudices BellSouth. For this reason, the Commission should deny Supra's Motion for Extension of Time.

III. Supra Will Not Be Prejudiced By a Denial of the Request for an Extension of Time.

Unlike BellSouth, Supra would suffer no prejudice if its Motion for Extension of Time is denied. The alleged basis for Supra's Motion is that, because of Supra's pending Motions for Reconsideration, an extension of time is needed "because the final agreement cannot be drafted until the question of the pending motions is determined" and the "extension of time will ensure that the parties will not have to negotiate the necessary final language more than once."

[1] BellSouth presumes that Supra paid Sprint all undisputed charges to avoid disconnection of service because there have been no recent reports of widespread disconnections in Sprint's territory as a result of an ALEC's nonpayment. See Sprint's March 28, 2002 email to the Commission, attached hereto as Exhibit "A".

Motion at 3. Accordingly, Supra argues that filing the executed agreement while its Motions for Reconsideration are pending would be premature.

The flaw in this argument is that Supra's rights to challenge and appeal the Order are expressly preserved and are not waived by executing and filing the new Interconnection Agreement. Specifically, Section 25.1 of the new Agreement addresses the effect of the execution of the new Interconnection Agreement while Supra appeals or otherwise challenges the Order:

> **25. Reservation of Rights**
>
> 25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).[2]

Therefore, under the express terms of the new Interconnection Agreement, Supra will not waive any of its rights to challenge or appeal the Commission's decision in the Order by executing the new Agreement. Further, if any of Supra's challenges are subsequently upheld, either by the Commission on reconsideration or by an appellate court, the Agreement will be promptly amended to reflect those changes in the Commission's decision.

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[2] This section is substantively identical to General Terms and Conditions § 42 of the parties' expired agreement.

Thus, contrary to Supra's statements, filing the agreement prior to the Commission's disposition of Supra's pending motions would neither be prejudicial nor premature. The mere existence of pending Motions for Reconsideration does not warrant continued operation under an agreement that expired in June 2000. Supra's rights are protected in the event it prevails on any issue on appeal or reconsideration and therefore would suffer no prejudice if its request for an extension of time is denied.

IV. The Commission's Extension of Time in the AT&T Arbitration Is Distinguishable.

As support for its request for an extension of time, Supra cites to the AT&T arbitration (Docket No. 000731), wherein BellSouth sought an extension to file an executed agreement. That request, however, is easily distinguishable from the instant matter because (1) unlike Supra, AT&T and BellSouth were continuing to negotiate the final terms of the interconnection agreement prior to the filing of the request for the extension; and (2) AT&T agreed and did not object to the extension of time. In this case, Supra has refused to even discuss the new Interconnection Agreement with BellSouth and BellSouth does not consent to an extension of time to file the Agreement.

In fact, as previously stated, research has revealed no cases (and Supra has cited none) where the Commission granted an extension of time to file an executed interconnection agreement when one party expressly objected to the extension. Consequently, the Commission's decision in Order No. PSC-01-1402-FOF-TP does not support granting Supra's Motion for an Extension of Time.

V. Supra Has Not Even Attempted to Negotiate During the 30-Day Period After the Order.

In a failed attempt to camouflage its actual motive in filing the instant Motion – to avoid operating under the new Agreement – Supra claims that an extension is needed to avoid negotiating the "necessary final language more than once." Motion at 3. This assertion is nothing but a ruse to divert attention from its actual intent. The uncontroverted evidence establishes that Supra has not attempted to negotiate "necessary final language" for any provision in the new Agreement, even those provisions that Supra has not sought reconsideration of,[3] since the Commission's vote on March 5, 2002.

For instance, after the Commission's March 5, 2002 vote, BellSouth commenced preparation of a proposed Interconnection Agreement incorporating the decisions of the Commission. On March 12, 2002, Greg Follensbee of BellSouth, forwarded a draft of BellSouth's proposed Interconnection Agreement to Supra via e-mail and Federal Express. A copy of the transmittal message is attached hereto as Exhibit "B". Paul Turner of Supra replied to Mr. Follensbee on March 15, 2002, stating that Supra believed it premature to schedule a conference call to review the proposed Agreement because the Commission had not yet issued a written order and because the parties' rights to seek reconsideration and appeal were not yet exhausted. A copy of Mr. Turner's correspondence is attached hereto as Exhibit "C."

[3] Supra did not seek reconsideration of the Commission's decisions on Issues H, J, R, U, and Z.

On March 27, 2002, subsequent to the Commission's release of the Final Arbitration Order, Mr. Follensbee again contacted Mr. Turner via e-mail, citing the express requirement that the parties submit an executed Interconnection Agreement within 30 days of the Final Arbitration Order and requested that the parties meet within five (5) business days to finalize the new Interconnection Agreement. Mr. Turner responded on March 28, 2002, stating that Supra might file a Motion for Reconsideration and seek a stay of the Final Arbitration Order. Supra again refused to discuss the Agreement with BellSouth. A copy of the correspondence between the parties is attached hereto as Exhibit "D."

Supra's request for an extension of time to avoid negotiating "final language" more than once should be given no credence because it is a bad faith filing. The unrefuted evidence establishes that Supra has refused to negotiate the final provisions of the new Interconnection Agreement. Thus, an extension is not needed to avoid multiple negotiations because Supra has failed to negotiate at all. Supra's behavior, including but not limited to refusing to finalize or even discuss the agreement and the filing of multiple, frivolous motions, makes it clear that Supra has no intent to execute and operate under the new Interconnection Agreement.

VI. The Commission Should Sanction Supra For this Bad Faith Filing.

Section 120.569, Florida Statutes requires all pleadings, motions, or other papers filed in an agency proceeding to contain a signature. Such a signature "constitutes a certificate that the person has read the pleading, motion, or other paper" and that "is it not interposed for any improper purposes, such as to harass

or to cause unnecessary delay, or for frivolous purpose or needless increase in the cost of the litigation." Section 120.569, Florida Statutes. If a pleading, motion, or other paper is signed in violation of these requirements, the "presiding officer **shall** impose upon the person who signed it, the represented party, or *both, an appropriate sanction. . . ."*[4] Id. (emph. added). Available sanctions include but are not limited to *reasonable expenses* incurred because of the pleading, motion, or other paper, including reasonable attorney's fees. Id.

In the case at hand, Supra's Motion for Extension of Time was filed solely for delay and to harass the Commission and BellSouth. Evidence of Supra's bad faith intent is clearly established by the fact that Supra informed this Commission that an extension was needed to avoid "negotiating final language more than once." This statement implies that Supra has been discussing the provisions of the new Agreement with BellSouth, which is a complete falsehood. Supra has refused to discuss any provisions of the Agreement, even those issues that Supra is not seeking reconsideration of, and has given BellSouth no indication that it will ever discuss or negotiate final language for the Agreement.

The obvious purpose of this statement is to mislead the Commission by attempting to give its request for an extension an appearance of legitimacy. The

[4] In addition, Section 57.105, Florida Statutes requires a court to award *reasonable attorney's* fees to the prevailing party on "any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that the claim or defense when initially presented to the court or at any time before trial: (a) was not supported by the material facts necessary to establish the claim or defense; or (b) would not be supported by the application of then-existing law to those material facts." Furthermore, Section 57.105, Florida Statutes provides that if party proves by a preponderance of the evidence, that any action taken by the opposing party "was taken primarily for the purpose of unreasonable delay, the court shall award damages to the moving party for its reasonable expenses . . . ."

Commission should sanction Supra for this misleading statement and its attempts to delay the approval of the new Interconnection Agreement.

CONCLUSION

For the foregoing reasons, BellSouth respectfully requests that the Commission deny Supra's Motion for Extension of Time, sanction Supra, and approve the Agreement submitted by BellSouth on April 25, 2002.

Respectfully submitted, this 1st day of May 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White
James Meza III
150 West Flagler Street
Suite 1910, Museum Tower
Miami, Florida 33130
(305)347-5568

R. Douglas Lackey
T. Michael Twomey
Suite 4300
675 W. Peachtree Street, N.E.
Atlanta, Georgia 30375
(404)335-0750

444576v.3

-----Original Message-----
From: Ray Kennedy [mailto:RKennedy@PSC.STATE.FL.US]
Sent: Wednesday, April 10, 2002 3:46 PM
To: 'nancy.sims@bellsouth.com'; 'ashelfer@stis.com'
Cc: 'harvey.spears@mail.sprint.com'
Subject: RE: Supra - Service Interruption to End Users

Dear Ms. Sims,

Per your request, I am forwarding a copy of Sprint's e-mail regarding Supra. As you can see, I am also providing Sprint's e-mail to Supra and a courtesy copy to Sprint.

Ray Kennedy
Bureau of Service Quality
Florida Public Service Commission
Phone 850-413-6584
Fax 850-413-6585

-----Original Message-----
From: Harold McLean
Sent: Wednesday, April 10, 2002 12:56 PM
To: Ray Kennedy
Cc: Bob Trapp; Beth Salak; Walter D'Haeseleer; Rick Moses; Beth Keating; Wayne Knight; Lee Fordham
Subject: RE: Supra - Service Interruption to End Users

Please provide a copy to BellSouth and to Supra.

-----Original Message-----
From: Ray Kennedy
Sent: Wednesday, April 10, 2002 11:11 AM
To: Harold McLean
Cc: Bob Trapp; Beth Salak; Walter D'Haeseleer; Rick Moses
Subject: RE: Supra - Service Interruption to End Users

Reference the e-mail below. I received a phone call from Nancy Simms, BellSouth, requesting a copy of the e-mail. I am aware that all e-mails are public documents, however, I am requesting your guidance on whether or not I should provide it to the requestor. Please let me know.

Ray Kennedy

-----Original Message-----
From: Harvey.Spears@mail.sprint.com
[mailto:Harvey.Spears@mail.sprint.com]
Sent: Thursday, March 28, 2002 7:50 AM
To: rkennedy@psc.state.fl.us
Cc: rmoses@psc.state.fl.us
Subject: Supra - Service Interruption to End Users

Exhibit A

THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND PROPRIETARY AND SHOULD NOT BE DISCLOSED TO UNAUTHORIZED INDIVIDUALS."

The following CLEC will be subject to the 91-day process (suspending of end-users) as of April 15, 2002. Processing of service order requests has already been halted.

(7012) Supra Telecom (FL)
BAN 398 D00-7012 560
Business
53 resale lines. (Primary locations: Winter Park, Kissimmee, & West Kissimmee)

Residential
473 resale lines. (Primary locations: West Kissimmee, Clermont, Tavares, Belleview, Mount Dora, Eustis, Ocala, Orange City, Ready Creek, Winter Park, Kissimmee, Winter Garden, & St Cloud)

BAN 278 D00-7012 560
Business
36 resale lines. (Primary locations: Tallahassee, & Alford)

Residential
71 resale lines. (Primary locations: Seagrove, Tallahassee, Crestview, & Stark)

Harvey Spears
Docket Manager-Regulatory
Sprint
Voice (850)599-1401
Fax (850)878-0777
Internet harvey.spears@mail.sprint.com

Follensbee, Greg

From: *Follensbee, Greg*
Sent: Tuesday, March 12, 2002 8:09 PM
To: 'Kay Ramos'
Cc: 'David Nilson'; 'Brain Chaiken'; Jordan, Parkey
Subject: FW: Supra Agreement

Attached you will find an electronic copy of a proposed interconnection agreement for FL, to replace the current agreement you are operating under. This proposed agreement is also being sent Federal Express. The proposed agreement incorporates all of the decisions made by the Florida PSC last Tuesday. Brian, I do not have Paul's email address so please forward on to him. Please call me to schedule time to review this proposal once you have had a chance to go over it.


agreement 031202.zip


redlines 031202.zip


changes 0301202.zip

Greg Follensbee
Interconnection Carrier Services
404 927 7198 v
404 529 7839 f
greg.follensbee@bellsouth.com

Exhibit B

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stis.com]
Sent: Friday, March 15, 2002 11:36 AM
To: 'Greg.Follensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

Exhibit C

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stis.com]
Sent: Thursday, March 28, 2002 1:42 PM
To: 'Follensbee, Greg'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: RE: Follow-on IA

Greg:

As Supra may exercise its right to file a Motion for Reconsideration as well as for a Stay, it is still premature to schedule a conference call. I have reviewed the proposed Agreement and once the procedural matters have ended and the Stay expired, Supra will be ready to discuss this issue.

Sincerely,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516

-----Original Message-----
From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, March 27, 2002 6:13 PM
To: 'Turner, Paul'
Cc: 'Chaiken, Brian'; 'Dahlke, Kirk'; 'Medacier, Adenet'; Jordan, Parkey; White, Nancy
Subject: RE: Follow-on IA

As you know, on March 12, 2002, I forwarded to Supra a proposed draft of the new Florida Interconnection Agreement for BellSouth and Supra. The proposed Agreement was based upon the decisions of the Florida Public Service Commission in Docket No. 001305-TP, as determined by the Commission on March 5, 2002. On March 15, 2002, I received your e-mail stating that you believed it premature to schedule a conference call to discuss the proposed Agreement prior to the Commission's written order and prior to the exhaustion of the time periods for reconsideration and appeal.

The Commission released its written order in Docket No. 001305-TP on March 26, 2002. The Order states that "the parties shall submit a signed agreement that complies with our decisions in this docket for approval within 30 days of issuance of this Order." The Order is effective upon its issuance, and any reconsideration or appeal rights of either party do not affect the parties' obligations to comply with the Order and to submit a written Interconnection Agreement to the Commission by April 25, 2002.

Therefore, I request that we schedule a meeting to be held in the next five (5) business days to finalize the new Interconnection Agreement. Please let me know your availability.

-----Original Message-----

Exhibit D

From: Turner, Paul [mailto:Paul.Turner@stis.com]
Sent: Friday, March 15, 2002 11:36 AM
To: 'Greg.Follensbee@BellSouth.com'
Cc: Chaiken, Brian; Dahlke, Kirk; Medacier, Adenet
Subject: Follow-on IA

Greg:

Supra is in receipt of BellSouth's proposed follow-on IA which incorporates the findings of the FPSC. However, Supra believes that it is premature to schedule a conference call to review this proposed IA as the written order has not been issued and as both parties' ability to move for reconsideration and/or appeal has not run. When this matter is ripe, Supra is prepared to discuss any proposed follow-on IA.

Thanks,

Paul D. Turner
Supra Telecom
2620 SW 27th Ave.
Miami, FL 33133-3005
Tel. 305.476.4247
Fax 305.443.9516