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June 7, 2002

Mrs. Blanca S. Bayó  
Director, Division of the Commission Clerk  
And Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

**RE: Docket No. 001305-TP (Supra)**

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s letter to Chairman Jaber, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served on the parties shown on the attached Certificate of Service.

Sincerely,

*Nancy B. White*  
(KA)

Nancy B. White

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
Docket No. 001305-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via

Electronic Mail and U.S. Mail this 7th day of June, 2002 to the following:

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James Meza (CH)

**(+) Signed Protective Agreement**

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June 7, 2002

The Honorable Lila Jaber  
Chairman, Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Supra v. BellSouth – Docket No. 001305-TP

Dear Chairman Jaber:

This letter is in response to the letter sent to you by Mr. Ramos of Supra Telecommunications and Information Systems, Inc. ("Supra") on June 5, 2002. BellSouth strongly objects to any deferral of the agenda items that are scheduled to be considered on June 11, 2002, relating to Docket No. 001305-TP. As you know, this docket has been pending since September 2000,<sup>1</sup> and the Commission issued a Final Order on 31 issues on March 26, 2002. The only issues remaining in this docket are several post-hearing motions, including Supra's Motions for Reconsideration of the Commission's Final Order and Supra's Reasserted Motions to Recuse.

The letter from Mr. Ramos is merely the latest attempt by Supra to delay the implementation of a new interconnection agreement between the parties. As you know, BellSouth and Supra have been operating under the terms of a 1997 interconnection agreement that was originally negotiated between BellSouth and AT&T. Supra adopted that agreement in October 1999, and the agreement expired in June 2000. Of BellSouth's approximate 130 wholesale customers in Florida, Supra is the only ALEC that is still operating under an agreement that expired two years ago.

As established in the record of this proceeding, Supra's practice is to not pay its monthly bills for the wholesale telecommunications services it receives from BellSouth

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<sup>1</sup> The Telecommunications Act of 1996 indicates that these arbitration proceedings should be completed within nine months. See 47 U.S.C. § 252(a)(4)(C).

until compelled by the appropriate authority. See e.g., Order No. PSC-02-0413-FOF-TP at 52 (“In support of this, BellSouth, refers to the testimony of Supra witness Ramos on cross-examination, where he states that Supra has not paid BellSouth for two years.”). In his letter to you, Mr. Ramos carefully offers that “Supra has never refused to pay undisputed amounts.” What Mr. Ramos does not say is that Supra disputes every bill and refuses to pay any amounts until after a lengthy litigation process can be concluded. Significantly, Supra’s definition of a “dispute” is broad enough to encompass any claim, no matter how ridiculous, that Supra asserts against BellSouth. All the while, Supra expects to receive uninterrupted wholesale telecommunications services.

Since the expiration of the AT&T agreement and up to the present, Supra has misused the dispute resolution provisions of the expired agreement and has embarked on a campaign of litigation and delay in order to avoid paying for services provided by BellSouth. In fact, since Staff’s first recommendation in this proceeding in February 2002, Supra has filed at least 15 separate pleadings, all requesting that the Commission delay or avoid finalizing the new agreement. These pleadings 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;
10. Motion to Strike and Reply to BellSouth's Opposition to Supra's Motion for Reconsideration for a New Hearing in Docket No. 001305-TP, filed on April 24, 2002;
11. Motion for Extension of Time to File Interconnection Agreement, filed on April 24, 2002;
12. Verified Supplemental Motion to Disqualify and Recuse FPSC from all Further Consideration of this Docket and to Refer This Docket to the Division of Administrative Hearings for All Further Proceedings, filed April 26, 2002;
13. Motion to Strike and Reply to BellSouth's Opposition to Supra's Motion to Disqualify and Recuse, filed May 1, 2002;
14. Motion to Strike BellSouth's Letter of April 25, 2002 to Blanco Bayo with Attached Proposed Interconnection Agreement, filed May 7, 2002;
15. Second Verified Motion to Disqualify and Recuse FPSC From All Further Consideration of this Docket and to Refer this Docket to the Division of Administrative Hearings for All Further Proceedings, filed June 5, 2002.

Supra's only objective is to continue to receive wholesale telecommunications services from BellSouth for free while Supra asserts endless claims against BellSouth. While this situation continues, Supra receives payment from its retail end users. Not only is this scenario unfair to Florida consumers who are unwittingly providing Supra with an unearned cash windfall, it is also unfair to BellSouth and to all of the ALECs operating in Florida who must compete against Supra. Indeed, as reported by Supra in the media, Supra has increased its customer base to more than 270,000. There is no mystery to the reason for Supra's growth – Supra offers retail telecommunications services at a substantial discount off of BellSouth's and all other ALECs' rates. Supra is only able to offer these substantial discounts because it does not routinely pay its single largest expense: the wholesale telecommunications services provided by BellSouth. If all of the other companies competing for local exchange service in Florida were receiving free wholesale services from BellSouth, they too could offer deep discounts and attract a large number of customers.

Under the parties' new agreement, however, Supra's outrageous behavior cannot continue. Pursuant to the Commission's Order, and consistent with all other retail and wholesale service relationships, BellSouth may discontinue service to Supra if Supra fails to pay amounts determined to be legitimate and undisputed. Accordingly, under the new agreement, Supra's current revenue windfall will cease – either because it will abide by the same rules that govern other carriers regarding the payment of services received or its services will be discontinued. For that reason, and that reason alone, Supra has sought to delay operating under the new agreement at any cost. This delay strategy includes Mr. Ramos' most recent request to defer the Commission's vote scheduled for June 11, 2002.

The Commission recognized the unfairness of Supra's dispute strategy in its decision on Issue F in Order No. PSC-02-0413-FOF-TP, the Order in which the Commission established the terms and conditions for the new agreement with respect to those issues that the parties' were unable to negotiate. Issue F concerned Supra's request for specific language in the parties' agreement that would allow Supra to withhold payment of charges in any circumstance where Supra had asserted a claim against BellSouth. The Commission unequivocally rejected that position, noting that its adoption "would provide little incentive for Supra to pay its bills . . ." Order at p. 56. The Commission also recognized that "Supra does not allow its retail customers to offset charges, nor does it require dispute resolution before disconnection of retail customers." Order at p. 57. With its request for a delay of the vote on June 11, Supra is simply trying to preserve the current situation of which this Commission has expressly disapproved.

Turning to the alleged basis for Supra's request, you will note that Supra offers nothing more than the same stale arguments concerning events in another proceeding (Docket 001097-TP) as a basis for a delay in this proceeding. Supra has produced no evidence of any misconduct in this proceeding and has not been able to demonstrate any prejudice to it in this proceeding. Mr. Ramos simply reiterates his baseless accusations that the Commission is biased in favor of BellSouth. And, Supra demands that the Commission bring the administrative process to a halt until its accusations are fully examined. Under Mr. Ramos's view, one party to an administrative process can prevent entry of any order simply by making unfounded accusations of misconduct. The Commission should reject that view. Supra has been given every opportunity to present its case on the merits and has been given all of the process to which it is due. Moreover, the Commission has heard Supra's accusations, reviewed them, and determined that there is no basis to conclude that the outcome of the hearings in this docket was the result of any improper conduct.

Further, a cursory review of Mr. Ramos' letter indicates that it is nothing more than an attempt to reply to the Staff recommendations issued on May 30, 2002, which recommend that the Commission deny Supra's current motions to delay. Supra knows that such a reply is not authorized, but, consistent with its strategy to delay at all costs, submitted Mr. Ramos' letter anyway. Unlike Supra, who is impermissibly attempting to persuade this Commission's vote with Mr. Ramos' letter, BellSouth will not comment on Staff's recommendations. The parties have raised the issues, Staff has provided the

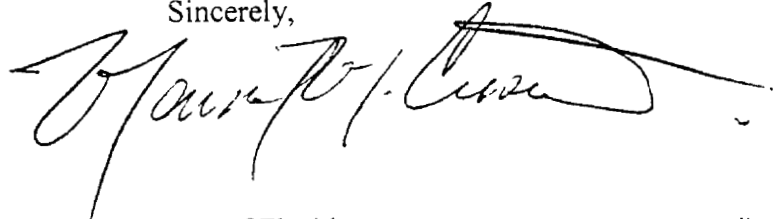
Commission with its recommendations, and the Commission simply has to vote on the merits.

Moreover, while BellSouth respects the rights of all Florida citizens to voice their opinion, the Commission should not be influenced by Supra's manufactured story to the media. The Commission has been engrossed in this docket for almost two years and thus is fully able to see through Supra's charade, half-truths, and gaming of the system, which may not be evident to others who are following this docket.

Finally, granting Supra's request to defer will still not satisfy Supra. Supra's main goal in delaying this proceeding is to avoid entering into a new agreement with BellSouth. This is so because as long as it operates under the expired agreement, it can and will avoid its payment obligations to BellSouth.

On behalf of BellSouth, I respectfully request that the Commission proceed with its consideration of the agenda items as scheduled on June 11, 2002.

Sincerely,

A handwritten signature in black ink, appearing to read "Howard P. Green". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Cc: The Honorable Jeb Bush, Governor State of Florida  
Attorney General Robert Butterworth  
Commissioner Michael Palecki  
Commissioner Braulio Baez  
Commissioner J. Terry Deason  
Commission Rudy Bradley  
Brian Chaiken, Esq.  
Paul Turner, Esq.