

ORIGINAL
Legal Department

NANCY B WHITE
General Counsel-Florida

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Tallahassee, FL 32301
Phone: (305) 347-5558

RECEIVED-PPSC
02 JUL -3 PM 3:18
COMMISSION
CLERK

July 3, 2002

HAND DELIVERED

Mr. Harold McLean
General Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 001305-TP

Dear Mr. McLean:

In September 2000, BellSouth filed its proposed interconnection agreement ("Template"); with its petition for arbitration in Docket Number 001305-TP, along with a list of unresolved issues that Supra had raised as of that date. Supra did not file a proposed agreement when it filed its response to BellSouth's petition for arbitration, but it added over 50 issues to be arbitrated.

On March 5, 2002, the Commission decided the issues in this arbitration. Based upon the Staff's Recommendation and the Commission's vote, BellSouth prepared and forwarded to Supra on March 12, 2002, a redlined and clean version of the proposed agreement, incorporating the decisions of the Commission into the Template. BellSouth also provided a list of all the changes that had been made to the Template. A copy of this correspondence (without attachments) is attached hereto as Exhibit A. Supra responded on March 15, 2002, stating that it was premature to begin discussing the agreement because the written order had not been issued and the deadlines for filing motions for reconsideration or appeal had not run. See Exhibit B.

On March 27, 2002, the day after the release of the written order, BellSouth again forwarded a redlined and clean version of the agreement to Supra, requesting that the parties discuss the proposed agreement so as to meet the Commission's order that a joint agreement be filed within 30 days. Supra again refused to discuss the agreement, stating that it would not discuss the agreement until after it filed and received an order on a motion for reconsideration and stay. See Exhibit C.

On June 12, 2002, after the Commission's June 11 vote on Supra's motion for reconsideration, Supra sent a letter to BellSouth requesting to meet to negotiate applicable language. A copy of this correspondence is attached as Exhibit D. On June 13, 2002, BellSouth again forwarded to Supra a redlined and clean version of the agreement, which had been

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DOCUMENT NUMBER-DATE
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FPSC-COMMISSION CLERK

modified to incorporate the changes in the Commission's decisions upon reconsideration. A copy of this correspondence (without attachments) is attached hereto as Exhibit E. The parties scheduled a meeting at 10:00 a.m. on June 17 to discuss the agreement. On June 17, Mr. David Nilson of Supra and Mark Buechele, Supra's outside counsel, called BellSouth as scheduled. However, Supra was not prepared to discuss the language or any substantive issues. Supra requested that BellSouth provide a list of each issue and the section in the agreement where each such issue is addressed. Despite the fact that BellSouth had already prepared and provided to Supra a list of all changes to each attachment of the agreement, BellSouth was willing to prepare the requested document, which was forwarded to Supra on June 18. A copy of this correspondence (without attachments) is attached hereto as Exhibit F. In the correspondence transmitting the requested document, BellSouth reiterated that due to the short time frame within which an agreement must be filed, BellSouth's representatives were willing to meet each day of the following week if necessary to finalize the document. The parties were scheduled to meet June 24 to discuss the agreement.

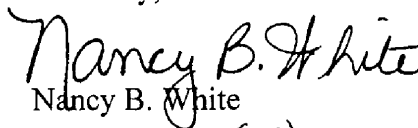
On June 24 Mr. Nilson of Supra called BellSouth at the scheduled time, but was unable to discuss the agreement due to an emergency of outside counsel. Although Mr. Nilson committed to call back later that day to reschedule, there was no further communication that day. The following morning, June 25, Mr. Follensbee of BellSouth sent an e-mail to Mr. Nilson, expressing concern over the parties' lack of progress and offering to reschedule the meeting for June 27 or 28. See Exhibit G. Mr. Nilson responded that Mr. Buechele would be available Friday morning, June 28, to discuss some issues, and that both of them would be available on Monday, July 1. See Exhibit H. On June 28, Mr. Buechele discussed only two issues. See Exhibit I.

On Monday, July 1, Mr. Buechele called as the parties had scheduled. However, Mr. Nilson was not available for the call. Again, Mr. Buechele was not prepared to discuss any issues or any language in the agreement. He asked us to provide documentation of issues the parties had voluntarily resolved or closed, and BellSouth agreed to provide an October e-mail outlining language that the parties had negotiated to close some of the arbitration issues. Mr. Buechele indicated that he would review that document and call back later that afternoon. When Mr. Buechele called back, he asked for documentation regarding issues that had been closed prior to the hearing in this arbitration. Again, Mr. Buechele would not or could not discuss any portion of the agreement. The call was terminated, and Mr. Buechele agreed to reschedule a meeting for the afternoon of Wednesday, July 3. BellSouth then forwarded to Mr. Buechele documentation regarding issues that were withdrawn at issue identification and at the June 6, 2001 intercompany review board meeting. See Exhibit J.

At this point Supra has had the Template since no later than September 2000; it has had a document that incorporated the first Commission order since March 12, 2002; and it has had a final document including the changes to the four issues that were modified on reconsideration since June 13, 2002. BellSouth and Supra have had four scheduled meetings to discuss the agreement, and thus far only two issues have been addressed. Supra has handed over the finalization of the agreement to Mr. Buechele, who was not involved in any of the negotiations subsequent to August of 2000. Apparently, Mr. Buechele's client has not provided him with any documentation regarding settled issues.

At this point in time, BellSouth is at a loss as to how to finalize a joint agreement by the July 15, 2002 deadline. Based on past practices of Supra, BellSouth has reason to believe that Supra intends to raise numerous issues just before the filing deadline, claiming that the parties are unable to agree to language. BellSouth is unwilling to extend the Commission's ordered deadline, especially where Supra has made no effort to review an agreement that BellSouth has worked very hard to prepare. BellSouth is ready, willing and able to file an agreement with the Commission on July 15, 2002, as ordered. However, there is no indication that Supra will review the document and execute an agreement by the deadline. We ask that the Commission intervene to ensure that Supra is no longer able to delay its review of the agreement and its execution of an agreement to replace the existing agreement, which has been expired for more than two years. We request that a mediator be appointed to meet with BellSouth and Supra negotiators as soon as possible, to work toward finalizing the agreement for a July 15 filing.

Sincerely,


Nancy B. White

(2)

Attachments

cc: Ms. Blanca Bayó
Ann Shelfer, Esq.
Brian Chaiken, Esq.
Mark Buechele, Esq.

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 A

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stls.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

The information contained in this transmission is legally privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone call to 305.476.4247 and delete the message. Thank you.

Exhibit B

Follensbee, Greg

From: Turner, Paul [Paul.Turner@stls.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

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-----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-----

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

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Miami, FL 33133-3001
Phone: (305) 478-4201
FAX: (305) 443-9516
Email: dnileon@STIS.com
www.stis.com

June 12, 2002

VIA FACSIMILE / EMAIL

Mr. Greg Follensbee
Lead Negotiator
BellSouth Telecommunications, Inc.
675 West Peachtree Street, NE
Atlanta, Georgia 30375

Subject: Supra-BellSouth Florida Interconnection Agreement

Greg:

On June 11, 2002, the Florida Public Service Commission ("Commission") voted on the Commission Staff's Recommendation on Supra's Motion for Reconsideration of Commission Order No. PSC-02-0413-TP. As Commission Order No. PSC-02-0637-PCO-TP contemplated that the parties will have 14 days from the date of the Commission's final order to file an executed interconnection agreement, the parties need to address the applicable language to be included in the agreement.

Any negotiations with BellSouth regarding the final language to be included in any executed interconnection agreement does not constitute a waiver of Supra's rights to pursue, *inter alia*, any and all administrative and/or appellate remedies available to it.

In order to move forward, I request that we schedule a meeting to negotiate any and all applicable language. Please let me know your availability.

Sincerely,

David Nilson
CTO

Cc: Olukayode A. Ramos
Brian Chaiken, Esq.
Paul Turner, Esq.

Exhibit D

Jordan, Parkey

From: Follensbee, Greg
Sent: Thursday, June 13, 2002 12:28 PM
To: 'Nilson, Dave'
Cc: Jordan, Parkey; 'Paul Turner'
Subject: RE: Florida interconnection Agreement



Skidra

Redlines_06-12-03.zip



changes 0301202.zip

Supra Revised
Agreement-6-13-0...

David,

Here is what we suggest. Attached to this email are three zip files. One is the redline of the previous redline that reflect the changes decided by the FL PSC June 11. The second is the final agreement, which accepts all the redline changes. The third is, by document, what changes were made to the base agreement BellSouth started with. This incorporates both changes made the first time and changes made to reflect the recent FL PSC decisions.

We are available to talk to you Monday morning at 10 am, after you have had a chance to review these files. At that time we can answer any questions you have on what we did, and set up time to review the language we have sent you. To the extent time permits, we can go ahead and start on one of the files.

If this is agreeable, please let me know and we will call Paul's office at 10 am on June 17.

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

From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Wednesday, June 12, 2002 7:00 PM
To: Greg Follenshee (E-mail)
Subject: Florida Interconnection Agreement

Greg please call to arrange this meeting.

dnilson
<<Doc2.doc>>

Exhibit E

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 18, 2002 1:09 PM
To: 'David Nilson'; 'Mark Buechele'
Cc: Jordan, Parkey
Subject: Cross Reference of Issues to Language

As discussed yesterday morning, attached is a cross reference of each arbitrated issue to language in the proposed follow-on agreement. As a result of preparing this document, I have found two places where the proposed agreement did not include language we had agreed to last fall. I am resending attachments 2 and 3, which reflect revisions to incorporate the agreed to language. The changes are: 1) In attachment 2, I have added a new paragraph 2.5 to put in language on demarcation points and 2) in attachment 3 I have replaced language in paragraphs 6.1.2, 6.1.3 and 6.1.3.1 with language agreed to on definition of local traffic. Of course, following paragraph with no language changes will necessarily be renumbered. Last, I found a small typo in attachment 2, paragraph 3.10.1, where a reference to paragraph 6.10 simply said 10.

Because of the short time frame the FL PSC will be giving us to finalize this follow-on agreement, Parkey and I have cleared our calendars all of next week and we are prepared to talk every day to finish reviewing the proposed agreement.

Please call me with any questions



Attachment 2
06 13 02_redline...



Attachment 3
06 13 02_redline...



Issue List Cross
Referenced t

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

Exhibit F

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 9:29 AM
To: Jordan, Parkey
Subject: FW: Negotiation of Follow-on Agreement

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

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 9:29 AM
To: 'David Nilson'
Subject: Negotiation of Follow-on Agreement

Dave,

I did not hear back from you yesterday to reschedule the meeting to discuss the interconnection agreement BellSouth has proposed in compliance with the decisions of the Florida Commission. As you know, we had a meeting scheduled for June 17, but Supra was not prepared to discuss the substance of the agreement. Supra cancelled our meeting scheduled for yesterday, June 24, due to your outside counsel's emergency.

At this point, Supra has had BellSouth's template since September of 2000; the majority of the changes to incorporate the Commission's order since March 12, 2002; and the language to modify the four issues that were changed in light of Supra's motion for reconsideration since June 13, 2002. In addition, per your request during our conversation on June 17, on June 18 I forwarded you a list of each arbitrated issue and how it was resolved (including a reference to the section in the agreement where appropriate language was incorporated). I trust that by now Supra has had ample opportunity to review the proposed agreement, and because the changes made to the template were either agreed upon in settlement, negotiations or pulled directly from the Commission decisions, I don't anticipate that there will be many, if any, issues we need to discuss.

If Supra can begin forwarding to us the issues that it feels need to be discussed (or changes Supra believes need to be made to comport with the Orders), we can begin looking at those. In addition, we need to set aside another day this week to talk about the agreement. Although you had suggested Wednesday, Supra is deposing me that day in Arbitration VI, so I will obviously be unavailable. However, we are available Thursday, June 27, after 2:30 and Friday, June 28, until noon. Please let me know if these times work for Supra and if you will be able to send your comments to us this week.

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

Exhibit G

Jordan, Parkey

From: Follensbee, Greg
Sent: Tuesday, June 25, 2002 4:50 PM
To: Jordan, Parkey
Subject: FW: Negotiation of Follow-on Agreement

Comments?

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

From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Tuesday, June 25, 2002 3:54 PM
To: Follensbee, Greg; 'David Nilson'
Subject: RE: Negotiation of Follow-on Agreement

As for some of your inflammatory comments, I do not wish to dwell on such matters as they are only counter-productive and get in the way of the task at hand. However, your statement that Supra has the template since September, 2000 is disingenuous since it ignores the realities of time and the disputes in this docket. Even you admitted that it was a task to retrieve what you thought was the original template submitted to the Commission back in September 2000. Given the fact that we only recently received an electronic version of that submission, your comment is uncalled for and somewhat unfair. Moreover, that document has been revised no less than three times since September 2000 and it has been my observations that subsequent redlining may not be consistent with our prior agreements. We received the most recent redlines Thursday afternoon, June 13, 2002, at which point we discarded the previous (March 12, 2002) version which we had been working with.

As to scheduling. Yes I committed to get back to you. However, my efforts to see if our schedules could be accommodated had to be cleared by Supra and BellSouth lawyers who had previously expected both of us to be elsewhere over the next few days. Unfortunately, we were unable to move your deposition on Wednesday; and due to the bifurcated deposition schedules in Atlanta this week, I will not be available the rest of the week. I had been trying to resolve that and thought I could get back with you yesterday.

Currently I am unavailable on Wednesday, Thursday and Friday; and thus would like to continue our discussions on Monday morning July 1, 2002 at 10:00 AM. Mark Buechele has advised me that there may be some issues which he can discuss with Parkey Jordan without my presence. However, Mark has advised me that he is not available on Thursday afternoon. Accordingly, Mark has stated that he would be willing to schedule a discussion for Friday morning at 10:30 a.m. in order to discuss a limited amount of issue. Mark asks that you confirm that this time is available (particularly with Parkey Jordan) and provide him a call-in number.

dnilson

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

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Tuesday, June 25, 2002 9:29 AM

Exhibit H

Jordan, Parkey

From: Follensbee, Greg
Sent: Wednesday, June 26, 2002 6:41 PM
To: 'Nilson, Dave'
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

My recollection of our call on June 13th is quite different than yours. On that call I suggested the following agenda for our call on the 17th, with which you agreed. First, I would explain what was sent in more detail. Then I would respond to any questions you had on the documents received, including formatting. Next, BellSouth would be prepared to begin with page one and start discussing the redline version page by page. At the point where both Parties were done for the day, we would discuss the schedules for completing the rest of the document. I did indicate we would not be able to finalize our work until the FL PSC issued its order on reconsideration of issues, but I did say that this should not result in much work, as we used the exact language in the staff recommendation to craft proposed language, and we could proceed without the order and finalize the 4 issues where changes were made from the previous order. Your statement that I said we would only be prepared to discuss the formatting of the document is totally incorrect.

BellSouth's recollection of the call this past Monday is also different than yours. I did agree to provide a separate document, which would cross-reference the issues arbitrated to the section in the agreement addressing the issue. Further, Supra did not point out errors in the agreement. Supra questioned why the redline referenced the issue relating to specific performance but contained no associated language. We explained that BellSouth won that issue and that no language was necessary. As to your comment that it is an arduous task to make sure this agreement incorporates all decisions of the FL PSC, that is exactly why we sent your company the agreement in March, so we could begin that process with plenty of time to complete the task before a final agreement needed to be filed. A comparison of the March document to this most recent document would reflect very few changes, as the PSC only revised its decision on four issues. Unfortunately, Supra choose to do nothing in regards to reviewing with BellSouth that redline version, which would have drastically shortened the amount of work we not have before us and must complete in a short period of time. These and my previous comment are not meant as inflammatory but are simply the facts.

In response to Supra's availability, BellSouth his prepared to discuss the agreement with Supra this Friday at 10:30, as well as all day July 1. We expect by now that Supra has fully reviewed the document and the parties can have substantive discussions about any issues where Supra thinks the agreement does not reflect the PSC's order.

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

From: Nilson, Dave [mailto:dnilson@STIS.com]
Sent: Tuesday, June 25, 2002 4:06 PM
To: Follensbee, Greg; 'David Nilson'
Cc: Buechele, Mark
Subject: RE: Negotiation of Follow-on Agreement

Greg

On my last email I omitted a portion of my response.
Resending

dnilson

Greg

I am in recent of your attached e-mail of this morning and feel it is necessary to respond to the same.

First, I take issue with your statement that on June 17 Supra was not prepared to discuss the substance of the agreement. I asked you on our June 13th telephone to help define an agenda for June 17. You responded that you would only be prepared to discuss the formatting of the document, as the Florida Public Service Commission had not yet offered a formal order. I prepared accordingly.

Notwithstanding our planned agenda for June 17th, my notes show that not only did we discuss all formatting issues, but we also went on to discuss some substantive issues and possible errors which I detected as a result of the formatting inquiries. These errors pertained to specific issues which I thought were resolved by the parties prior to the hearing and first order (3/26/02) in 00-1305. In this regard, at least two examples of potential errors were identified to you. As a result of these errors, my counsel (Mark Buechele) expressed concern over the changes and requested a detailed listing of the changes made by issue. Given the substantial number of issues present, Mark Buechele wanted as much information possible about the changes in order to ensure that the final agreement reflects not only the Commissions rulings, but also the prior agreements between the parties. Unfortunately, this is a tedious task that must be done by the lawyers to ensure accuracy. It is for this reason that we first sought to open discussions on preparing the final document in order to ensure that the parties had sufficient time to work out the final language. Mark Buechele has advised me that he is actively reviewing all the materials provided. Unfortunately, he had a family problem which made him unavailable yesterday, and he has sent his apologies.

As you know, we all anticipate the Commission to be entering its final order on Monday (July 1st). Thereafter, the Commission has allowed the parties fourteen (14) days in which to complete the final version. Obviously we are all moving forward at this time on the assumption that the Commission will not change the staff recommendation on Supra's Motion for Reconsideration.

As for some of your inflammatory comments, I do not wish to dwell on such matters as they are only counter-productive and get in the way of the task at hand. However, your statement that Supra has the template since September, 2000 is disingenuous since it ignores the realities of time and the disputes in this docket. Even you admitted that it was a task to retrieve what you thought was the original template submitted to the Commission back in September 2000. Given the fact that we only recently received an electronic version of that submission, your comment is uncalled for and somewhat unfair. Moreover, that document has been revised no less than three times since September 2000 and it has been my observations that subsequent redlining may not be consistent with our prior agreements. We received the most recent redlines Thursday afternoon, June 13, 2002, at which point we discarded the previous (March 12, 2002) version which we had been working with.

As to scheduling. Yes I committed to get back to you. However, my efforts to see if our schedules could be accommodated had to be cleared by Supra and BellSouth lawyers who had previously expected both of us to be elsewhere over the next few days. Unfortunately, we were unable to move your deposition on Wednesday; and due to the bifurcated deposition schedules in Atlanta this week, I will not be available the rest of the week. I had been trying to resolve that and thought I could get back with you yesterday.

Currently I am unavailable on Wednesday, Thursday and Friday; and thus would like to continue our discussions on Monday morning July 1, 2002 at 10:00 AM. Mark Bucchele has advised me that there may be some issues which he can discuss with Parkey Jordan without my presence. However, Mark has advised me that he is not available on Thursday afternoon. Accordingly, Mark has stated that he would be willing to schedule a discussion for Friday morning at 10:30 a.m. in order to discuss a limited amount of issue. Mark asks that you confirm that this time is available (particularly with Parkey Jordan) and provide him a call-in number. His email address (new) is attached.

dnilson

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

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]

Sent: Tuesday, June 25, 2002 9:29 AM

To: 'David Nilson'

Subject: Negotiation of Follow-on Agreement

Dave,

I did not hear back from you yesterday to reschedule the meeting to discuss the interconnection agreement BellSouth has proposed in compliance with the decisions of the Florida Commission. As you know, we had a meeting scheduled for June 17, but Supra was not prepared to discuss the substance of the agreement. Supra cancelled our meeting scheduled for yesterday, June 24, due to your outside counsel's emergency.

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

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Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@atis.com]
Sent: Wednesday, June 26, 2002 6:51 PM
To: 'Follensbee, Greg'; Nilson, Dave
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

Parkey,

Without Dave Nilson available on Friday, I will only be able to discuss a few issues. What number should I call?

MEB.

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

From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
Sent: Wednesday, June 26, 2002 6:41 PM
To: Nilson, Dave'
Cc: Buechele, Mark; Jordan, Parkey
Subject: RE: Negotiation of Follow-on Agreement

My recollection of our call on June 13th is quite different than yours. On that call I suggested the following agenda for our call on the 17th, with which you agreed. First, I would explain what was sent in more detail. Then I would respond to any questions you had on the documents received, including formatting. Next, BellSouth would be prepared to begin with page one and start discussing the redline version page by page. At the point where both Parties were done for the day, we would discuss the schedules for completing the rest of the document. I did indicate we would not be able to finalize our work until the FL PSC issued its order on reconsideration of issues, but I did say that this should not result in much work, as we used the exact language in the staff recommendation to craft proposed language, and we could proceed without the order and finalize the 4 issues where changes were made from the previous order. Your statement that I said we would only be prepared to discuss the formatting of the document is totally incorrect.

BellSouth's recollection of the call this past Monday is also different than yours. I did agree to provide a separate document, which would cross-reference the issues arbitrated to the section in the agreement addressing the issue. Further, Supra did not point out errors in the agreement. Supra questioned why the redline referenced the issue relating to specific performance but contained no associated language. We explained that BellSouth won that issue and that no language was necessary. As to your comment that it is an arduous task to make sure this agreement incorporates all decisions of the FL PSC, that is exactly why we sent your company the agreement in March, so we could begin that process with plenty of time to complete the task before a final agreement needed to be filed. A comparison of the March document to this most recent document would reflect very few changes, as the PSC only revised its decision on four issues. Unfortunately, Supra choose to do nothing in regards to reviewing with BellSouth that redline version, which would have drastically shortened the amount of work we not have before us and must complete in a short period of time. These and my previous comment are not meant as inflammatory but are

Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@stis.com]
Sent: Friday, June 28, 2002 3:58 PM
To: Jordan, Parkey
Cc: 'Follensbee, Greg'; Nilson, Dave
Subject: Negotiation of Interconnection Agreement Final Parkey.

This note will serve to memorialize our telephone conference this morning regarding our negotiation of final language for inclusion in the follow-on agreement.

Based upon our discussion this morning, we agreed that on paragraph 16 of the General Terms and Conditions, BellSouth will change the word "shall" back to the original word of "may" used in the template filed with the Commission. Accordingly, the first sentence of that paragraph will read as follows:

"Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either party may petition the Commission for resolution of the dispute."

We also discussed at length the effective date to be used in the new follow-on interconnection agreement. It is your position that because the current interconnection agreement has a clause dealing with retroactivity, that this necessarily means that the effective date of the new follow-on agreement must be June 10, 2000. My position is that the template filed with the FPSC at the start of this arbitration contained a blank date. Typically, parties leave the effective date of a contract blank when they intend to use the execution date as the effective date. Because the parties cannot usually predict when the agreement will be executed, they leave the date blank. In line with this practice, it is my recollection that when you and I were negotiating this agreement back in the summer of 2000, we both understood and agreed that the effective date would be the execution date. It is for this reason the agreement template had a blank date rather than a date of June 10, 2000 (a date clearly known to all of us when the template was filed with the FPSC).

You claim that during the course of the evidentiary hearing Mr. Ramos testified that the follow-on agreement would be retroactive. Unfortunately, I have not yet been able to confirm exactly what Mr. Ramos said and the context under which his words were spoken. Nevertheless, in my opinion, any such testimony would largely be irrelevant because retroactivity was not an issue in this arbitration docket.

Furthermore, after Greg Follensbee this morning mentioned an e-mail of January 4, 2002 to Paul Turner, I decided to ask around for a copy of that e-mail. It is interesting to note that on January 4th, you sent an e-mail to Paul Turner of Supra in which you specifically advised in reference to filing in the effective date of the follow-on agreement, that:

"We will insert the effective date in the preamble as the date executed by both parties"

When I read this language I was quite surprised since you had assured me this morning that BellSouth has never taken the position that the effective date should be the execution date. I trust that you simply forgot this previous position and that your misstatement was not a deliberate attempt to try and take advantage of my absence from this docket since the Fall of 2000.

In any event, we both agree that the original template filed with the FPSC had a blank effective date and that this typically means the effective date is the execution date. We also agree that it makes little sense to execute an agreement (which with a June 10, 2000 effective date), will require the parties to begin new negotiations almost immediately. Furthermore we both agree that when BellSouth and ATT executed their follow-on agreement last year, the effective date was the execution date. I have since confirmed that the effective date of the BellSouth/ATT follow-on agreement was 10/26/01 (i.e. the date BellSouth executed the agreement). We also both agree that there is nothing in either the record or in the parties' correspondence, which reflects that the parties ever agreed to (or even advocated) an effective date of June 10, 2000.

Given the fact that the parties never agreed to an effective date of June 10, 2000 and in fact we had personally

07/03/2002

Exhibit I

agreed to the contrary in the summer of 2000; the fact that this issue was never brought to the FPSC for resolution; the fact that such an effective date is contrary to both general business practices and BellSouth's own practices; and the fact that we both agree that such a date makes no sense; I fail to see how BellSouth can continue advocating an effective date of June 10, 2000, rather than the execution date. I trust BellSouth will re-think its position on this matter. In any event, you advised me that you would consult with your client further on this matter.

Finally, pursuant to our conversation this morning, we will be calling your office on Monday morning at 10:30 a.m. to continue these discussions.

If you have any questions or comments, please feel free to contact me at your convenience.

MEB.

07/03/2002

Jordan, Parkey

From: Jordan, Parkey
Sent: Friday, June 28, 2002 7:44 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, just to be clear that you understand our position, we are attempting to agree with Supra on what language we will include in the interconnection agreement based on the FPSC order. The parties may well settle issues in an effort to finalize the agreement, despite the fact that the language ultimately agreed upon is different from the actual position of the parties. We only discussed 2 issues this so it is impossible for BellSouth to determine at this point if Supra is in agreement with most of the agreement or not. If the two issues we discussed this morning are the only substantive issues Supra has, BellSouth may decide, in the interest of settlement, to agree to Supra's language or to a compromise on both of those issues. BellSouth compromised this morning on the language regarding the forum for dispute resolution. BellSouth's position on that issue is that the order requires the party to use the BellSouth template as the base agreement and to use the order of the PSC to fill in the remaining issues. BellSouth used the word "shall" in the proposal to implement the commission order. BellSouth's position remains that shall is appropriate. If the parties ultimately cannot agree on many of the provisions in the agreement, we may return to our original position. For now we are willing to compromise in the effort to reach agreement, but Supra's issues that we discuss Monday may impact our willingness to compromise.

With regard to the effective date of the agreement, I do not agree with your characterizations of BellSouth's position, but we each clearly stated our respective positions this morning, and I see no need to rehash them here. Further, you have mischaracterized the email that you reference as evidence of BellSouth's agreement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the remainder of the email. Supra had claimed that BellSouth's recalculation of the June to December bills should be based on the FL commission's new UNE rates rather than the rates in the agreement. By this time, BellSouth was aware that Supra was taking a position on retroactivity that was contrary to what BellSouth believed and contrary to Mr. Ramos' testimony before the FPSC. Paul was also concerned about the effect of retroactivity on the June 5, 2001 award. I told Paul that I would offer some language to try to settle these issues. In exchange for using the rates from the new interconnection agreement in the recalculation of the bills, I would agree to (1) use the date of signing as the date in the blank in the preamble, and (2) add a sentence that says (and I paraphrase) despite the effective date in the preamble, the parties agree to apply these rates, terms and conditions retroactively to June 6, 2001. I was merely trying to settle disagreements of the parties regarding UNE rates applicable to June-December, 2001, retroactivity of the agreement, and the preservation of the June 5 award in light of retroactivity. I neither forgot about this email, nor did I make a misstatement, deliberate or otherwise. BellSouth has never agreed to Supra's position on this issue. I offered a settlement that Supra refused - Paul never responded to that email. However, it appears that you are deliberately ignoring both the plain language of the email and the settlement context within which it was offered in an effort to claim that BellSouth has changed its position. That is clearly and obviously not the case.

I see no reason to continue to rehash these two issues. We will continue our discussion on Monday and will hopefully get through all of Supra's issues or disagreements with what BellSouth has proposed (if any).

07/03/2002

Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@stls.com]
Sent: Monday, July 01, 2002 10:04 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Parkey.

Thank you for your response. Without addressing the substance of every statement made at this time, I will note that in our conversation Friday morning you unequivocally (and without reservation) stated that the venue language would be changed back to the original language found in the template. Your response concerns me because it raises the specter that persons other than yourself and Greg Follensbee must approve the results of our final negotiations; and that what we agree upon during our discussions may be withdrawn or changed by BellSouth at anytime and by others in the BellSouth legal department who may only be tangentially involved for tactical reasons. I trust this is not truly the case and that our future agreements will not be subject to further change.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, June 28, 2002 7:44 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, just to be clear that you understand our position, we are attempting to agree with Supra on what language we will include in the interconnection agreement based on the FPSC order. The parties may well settle issues in an effort to finalize the agreement, despite the fact that the language ultimately agreed upon is different from the actual position of the parties. We only discussed 2 issues this morning, so it is impossible for BellSouth to determine at this point if Supra is in agreement with most of the agreement or not. If the two issues we discussed this morning are the only substantive issues Supra has, BellSouth may decide, in the interest of settlement, to agree to Supra's language or to a compromise on both of those issues. BellSouth compromised this morning on the language regarding the forum for dispute resolution. BellSouth's position on that issue is that the order requires the party to use the BellSouth template as the base agreement and to use the order of the PSC to fill in the remaining issues. BellSouth used the word "shall" in the proposal to implement the commission order. BellSouth's position remains that shall is appropriate. If the parties ultimately cannot agree on many of the provisions in the agreement, we may return to our original position. For now we are willing to compromise in the effort to reach agreement, but Supra's issues that we discuss Monday may impact our willingness to compromise.

With regard to the effective date of the agreement, I do not agree with your characterizations of BellSouth's position, but we each clearly stated our respective positions this morning, and I see no need to rehash them here. Further, you have mischaracterized the email that you reference as evidence of BellSouth's agreement that the new interconnection agreement would not be retroactive. First, I sent that email to Paul in an effort to settle the issue of the rates that we would use in the recalculation of the June to December bills. Second, you have pulled one sentence out of context (and not even the entire sentence) and have conveniently ignored the

07/03/2002

Jordan, Parkey

From: Jordan, Parkey
Sent: Monday, July 01, 2002 11:47 AM
To: 'mark.buechete@stis.com'
Subject: Settlement Language

Mark, Greg and I have reviewed the document you referenced, the "Stipulated Settlement of Issues" document that Brian sent on September 24. This document was not filed with the commission and is not a final settlement. I think the document Greg forwarded to you covers the agreed upon issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

Exhibit J

Jordan, Parkey

From: Jordan, Parkey
Sent: Monday, July 01, 2002 3:12 PM
To: 'mark.buechle@stls.com'
Cc: Follensbee, Greg
Subject: FW: Arbitration Issues

Mark, attached is an email I forwarded Brian after the June 6, 2001 intercompany review board meeting. As you can see, 10 issues had been withdrawn by Supra at issue ID (meaning there is no language to include or strike - the issue was simply withdrawn). Three issues, 2, 3, and 39, were closed during the June 6 meeting. Brian or Adenet should have notes regarding these issues. Supra withdrew issue 39 (again, no there is no language to include or delete). Issue 2 was resolved by the parties agreeing to include the confidential information language from the existing agreement. Similarly, issue 3 was resolved by the parties agreeing to include the insurance language from section 21A of the existing agreement. I only have hand written notes regarding the parties' discussion of these issues. Notice that issue 2 is also included on the October email. Prior to the parties' mediation with the staff, there had been some confusion about whether issue 2 was closed because testimony had been filed on the issue. The parties thereafter agreed that issue 2 was in fact closed.

I don't believe any confirmation of the language went back and forth between the parties, as we agreed to include language that already appeared in the existing agreement. I will also forward to you in a separate email Brian's response to my email below. I believe with this email you now have information regarding each issue that the parties settled prior to release of the Commission's order. If you plan to request any other information from us for use in a review of the agreement, please let me know immediately.

Parkey Jordan
 BellSouth Telecommunications, Inc.
 404-335-0794

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

From: Jordan, Parkey
Sent: Thursday, June 07, 2001 10:16 AM
To: 'bchaiken@stls.com'
Cc: White, Nancy ; Finlen, Patrick
Subject: Arbitration Issues

Brian,

Per my notes, there were originally 66 arbitration issues. I show 10 of those as being withdrawn during issue identification. Those are 8, 30, 38, 37, 43, 50, 54, 56, 58 and 64. During the June 6 meeting we discussed 24 unresolved issues (in addition to the 24 issues I am referencing, we also discussed and withdrew issue 64, but as we had previously withdrawn it, I am not considering it as part of our meeting yesterday). Of the 24 unresolved issues we discussed, we resolved or withdrew three additional issues, namely, issues 2, 3 and 39. That leaves 32 arbitration issues that Supra will not discuss until it receives network information. Does this line up with your notes and/or recollection?

Parkey Jordan
 404-335-0794

Jordan, Parkey

From: Jordan, Parkey
Sent: Tuesday, July 02, 2002 9:14 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, as I said before, we are trying desparately to work through the issues with you. So far we have only discussed one arbitration issue and one other issue relating to the contract. We are not in agreement with Supra about the status of the issue that was arbitrated regarding dispute resolution. The issue raised was "what are the appropriate fora for the submission of disputes under the new agreement?" The commission found that the PSC was the appropriate forum. You apparently disagree with that statement, so I am a bit concerned about the resolution of that issue. As I said before, we need to try to work through all the issues, see where we agree and disagree, and work toward resolution of the issues where we are not in agreement. Unfortunately, our meeting scheduled for today was again completely unproductive, as you were not prepared to discuss any issues or any language in the interconnection agreement. I trust that you will be fully prepared on Wednesday to discuss substantive issues.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stls.com]
Sent: Monday, July 01, 2002 10:04 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

Thank you for your response. Without addressing the substance of every statement made at this time, I will note that in our conversation Friday morning you unequivocally (and without reservation) stated that the venue language would be changed back to the original language found in the template. Your response concerns me because it raises the specter that persons other than yourself and Greg Follensbee must approve the results of our final negotiations; and that what we agree upon during our discussions may be withdrawn or changed by BellSouth at anytime and by others in the BellSouth legal department who may only be tangentially involved for tactical reasons. I trust this is not truly the case and that our future agreements will not be subject to further change.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, June 28, 2002 7:44 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

07/03/2002

Jordan, Parkey

From: Buechele, Mark [Mark.Buechele@stls.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Parkey,

I am in receipt of your e-mail of this morning. I assume that your e-mail was prepared last night, but then sent this morning, hence the incorrect references to the proper day.

In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's proposed language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

Yesterday we agree to cover first the language involving voluntarily agreed matters; and then move on to language derived from the Commission's orders. With respect to timing, you have advised me that BellSouth is unavailable to have discussions on Monday, Tuesday and Wednesday of next week. I trust that BellSouth will make available the time needed to fully discuss these matters.

Lastly, with respect to the issue of venue, I disagree that the issue was arbitrated. It is my understanding the only issue actually briefed and advanced by all parties was whether or not commercial arbitration could be mandated as a venue for dispute resolution. Thus the Commission's orders must be read in this light. On Monday you agreed with me, but now have reversed your position completely on this matter.

Per our agreement yesterday, I look forward to discussing this matter further with you tomorrow at 1:30 p.m.

MEB.

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

From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Tuesday, July 02, 2002 9:14 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Mark, as I said before, we are trying desperately to work through the issues with you. So far we have only discussed one arbitration issue and one other issue relating to the contract. We are not in agreement with Supra about the status of the issue that was arbitrated regarding dispute resolution. The issue raised was "what are the appropriate fora for the submission of disputes under the new agreement?" The commission found that the PSC was the appropriate forum. You apparently disagree with that statement, so I am a bit concerned about the resolution of that issue. As I said before, we need to try to work through all the issues, see where we agree and disagree, and work toward resolution of the issues where we are not in agreement. Unfortunately, our meeting scheduled for today was again completely unproductive, as you were

07/03/2002

Jordan, Parkey

From: Jordan, Parkey
Sent: Tuesday, July 02, 2002 4:09 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final

Mark, I see no need to continue to rehash these discussions. BellSouth does not agree and has never agreed with your position on the arbitration issue regarding the appropriate fora for resolution of disputes between the parties. Further, we are not annoyed that you will not accept BellSouth's representations that BellSouth's document accurately reflects the agreement of the parties. To the contrary, we are annoyed that after having this document since June 13, and after scheduling four meetings, you have made no effort to verify independently that the agreement we provided comports with the BellSouth template, the voluntary resolution of issues between the parties, and the commission's order. BellSouth believes the document is accurate. We assumed that Supra would be able to review the document and reach its own conclusions as to whether it agrees or disagrees with specific provisions of the document. Further, yesterday (July 1), just after our 1:30 call, I sent you the remaining documentation you requested relating to the resolved or withdrawn issues.

BellSouth has made and will continue to make time to discuss these issues. BellSouth is still planning to meet with you Wednesday, July 3, as scheduled. Please be prepared to discuss any issues that Supra has with the proposed agreement. We are also available to continue any discussions, if necessary, on Friday, July 5.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

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

From: Buechele, Mark [mailto:Mark.Buechele@stls.com]
Sent: Tuesday, July 02, 2002 1:12 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: Negotiation of Interconnection Agreement Final Language

Parkey,

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In any event, as you know we spent yesterday trying to verify and establish the documents which give rise to BellSouth's proposed language in the proposed agreement which purports to reflect the voluntary agreements by the parties. You and Greg were annoyed that I simply didn't accept your representations that the changes accurately reflect the parties' previous agreements without reference to correspondence or other documentation. Unfortunately, my experience has been that written documentation is far more accurate than memories of events dating back more than one year.

Per our discussion, as of yesterday you were still unable to support all of the changes made as a result of allegedly voluntary agreements between the parties. I would have thought that all changes made by BellSouth as a result of voluntary agreements would have been well documented with a reference made to the document (or other correspondence) which memorializes the voluntary agreement. Unfortunately, this may not be true in all instances. In any event you have promised to follow up further on these open issues.

07/03/2002