Supra Telecom

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

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

July 15, 2002

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

RE: Docket No. 001305-TP –
Supra's Notice of Good Faith Compliance with Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's Refusal to Continue Negotiations Over Follow-Up Agreement and Motion to Compel BellSouth to Continue Good Faith Negotiations On Follow-Up Agreement

Dear Mrs. Bayo:

Enclosed is the original and seven (7) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Notice of Good Faith Compliance with Order No. PSC-02-0878-FOF-TP; Notice of BellSouth's Refusal to Continue Negotiations Over Follow-Up Agreement and Motion to Compel BellSouth to Continue Good Faith Negotiations On Follow-Up Agreement in the above captioned docket.

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

Sincerely,

Brian Chaiken/ARS

Brian Chaiken
General Counsel

CERTIFICATE OF SERVICE
Docket No. 001305-TP

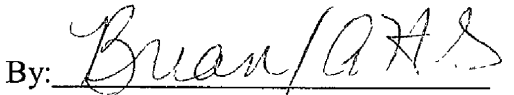
I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Facsimile, Hand Delivery and/or U.S. Mail this 15th day of July, 2002 to the following:

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

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

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

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

By: 
BRIAN CHAIKEN, ESQ.

BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION

Petition for Arbitration of the Interconnection Agreement between Bell-South Telecommunications, Inc. and Supra Telecommunications & Information Systems, Inc. pursuant to Section 252(b) of the Telecommunications Act of 1996	)	Docket No. 00-1305-TP Dated: July 15, 2002

SUPRA'S NOTICE OF GOOD FAITH COMPLIANCE WITH ORDER NO. PSC-02-0878-FOF-TP; NOTICE OF BELLSOUTH'S REFUSAL TO CONTINUE NEGOTIATIONS OVER FOLLOW-ON AGREEMENT; AND MOTION TO COMPEL BELLSOUTH TO CONTINUE GOOD FAITH NEGOTIATIONS ON FOLLOW-ON AGREEMENT

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS INC. ("Supra"), by and through its undersigned counsel and pursuant to this Commission's Order PSC-02-0878-FOF-TP and Rule 28-106.204(1), Florida Administrative Code, hereby gives notice of its attempted good faith compliance with Order No. PSC-02-0878-FOF-TP; notice of **BELLSOUTH TELECOMMUNICATIONS, INC.'s** ("BellSouth") refusal to continue negotiating a follow-on agreement between the parties; and motion to compel BellSouth to continue good faith negotiations on the parties' follow-on interconnection agreement and to provide a reasonable period of time thereafter for completing negotiations; and in support thereof state as follows:

I. PROCEDURAL & FACTUAL BACKGROUND

1. On September 1, 2000, BellSouth filed a complaint in this docket seeking to arbitrate certain issues in a follow-on interconnection agreement between the parties pursuant to 47 U.S.C. § 252(b) (FPSC Document No. 10918-00).

2. After an issue identification session, the parties identified 69 issues; issues 1 through 66, with issues 11, 25 and 32 having two parts (i.e. 11A, 11B, 25A, 25B, 32A and 32B). During June

2001, the parties held various Intercompany Review Board meeting(s), during which the parties agreed to resolve issues 2, 3, 6, 8, 30, 36, 37, 39, 43, 50, 54, 56, 58 and 64. Apart from a blanket statement that the issues had been resolved, the parties did little to memorialize these agreements in writing.

3. After the Intercompany Review Board meeting(s), a new Issue A was added to the docket.

4. During the month of September 2001, the parties sought to negotiate a resolution of various issues before the hearing in this docket. In this regard, various issues were tentatively resolved by way of oral and some written communications. On or about September 24, 2001, Supra sought to memorialize these agreements in a written stipulation between the parties. However, at the time, BellSouth did not wish to formalize the parties' agreements in a stipulation.

5. On September 25, 2001, this Commission entered a Prehearing Order (PSC-01-1926-PHO-TP), which added another new Issue B for hearing. The new Issue B stated as follows; **"Which agreement template shall be used as the base agreement into which the Commission's decision on the disputed issue will be incorporated."**

6. On September 26 - 27, 2001, this Commission held an evidentiary hearing in this Docket No. 001305-TP. The purpose of the evidentiary hearing was for the parties to present evidence in support of the contractual provisions which each side was advocating for inclusion in the parties' follow-on interconnection agreement on the disputed issues.

7. After the hearing, but before the parties' post-hearing briefs were due, the parties once again sought to formalize their agreements regarding agreed issues. Proposed language was

circulated on the issues for which there had been a prior agreement. In this proposed language, the parties' understood that a dispute existed regarding which template agreement was to be used to insert the parties' agreements, together with any subsequent rulings by the Commission. The parties knew and discussed the fact that this uncertainty regarding the template meant that further negotiations over final language would be necessary in order to implement a final follow-on agreement. Accordingly, because of the time considerations involved, the parties' "agreed to agree" that future implementation was necessary for some of the concepts for which the parties had reach tentative agreements.

8. On October 26, 2001, the parties filed their post-hearing briefs on those issues which remained in this docket. Prior to filing their post-hearing briefs, the parties advised the Commission that tentative agreements had been made regarding issues A, 7, 9, 13, 14, 17, 25A, 25B, 26, 27, 31, 35, 41, 44, 45, 48, 51, 52, 53 and 55. Moreover, the parties also advised the Commission that tentative agreements had also been made on the issues of resale and collocation under issue 18; and for PSIMS and PIC under issue 57. Despite Supra's request for a stipulation, BellSouth refuse to execute any stipulation regarding the parties' agreements on the above issues.

9. On March 26, 2002, the Commissioners entered a final order in this docket (PSC-02-0413-FOF-TP) in which the Commission resolved those issues which the parties' had not submitted to the FPSC for arbitration. Those issues address by this Commission's Order were issues B, 1, 4, 5, 10, 11A, 11B, 12, 15, 16, 18, 19, 20, 21, 22, 23, 24, 28, 29, 32A, 32B, 33, 34, 38, 40, 42, 46, 47, 49, 57, 59, 60, 61, 62, 63, 65 and 66.

10. On April 10, 2002, Supra filed its Motion For Reconsideration And Clarification Of

Order No. PSC-02-0413-TP ("Motion For Reconsideration") (FPSC Document No. 04004-02). The motion sought reconsideration of various portions of the Commissioners' final order on the merits.

11. On April 24, 2002, Supra filed a motion for extension of time in which to file an executed interconnection agreement. On May 8, 2002, this Commission entered Order No. PSC-02-0637-PCO-TP, which granted in part, Supra's motion for extension of time. A true and correct copy of Order No. PSC-02-0637-PCO-TP is attached hereto as Composite Exhibit A (Exhibit Pages E1-E4). The order acknowledged that Supra had a pending Motion For Reconsideration of substantive issues and that Supra did not want to have to negotiate final language for the follow-on agreement twice. Thus, in the interest of economy, Supra would only be obligated to negotiate final language for the follow-on agreement after resolution of Supra's then pending Motion For Reconsideration. In this regard, Order No. PSC-02-0637-PCO-TP stated in pertinent part that the parties shall have until fourteen (14) days after the order resolving Supra's pending Motion For Reconsideration, in which to file an executed follow-on agreement.

12. On May 30, 2002, Commission Staff filed a recommendation which advised that Supra's then pending Motion For Reconsideration be granted in part and denied in part (FPSC Document No. 05712-02).

13. On June 11, 2002, this Commission held an Agenda Conference in which it voted to adopt the staff recommendation of May 30th (FPSC Document No. 06060-02).

14. On June 12, 2002, the day after the Commission Agenda vote, Supra sought in good faith to begin negotiations with BellSouth regarding a follow-on agreement. In this regard, David

Nilson of Supra wrote Greg Follensbee of BellSouth seeking to begin negotiations towards the final language to be included in the follow-on agreement. The request was made in good faith in order to negotiate the final language, with Supra preserving all rights in connection with any administrative and/or appellate remedies. A true and correct copy David Nilson's June 12, 2002 letter to Greg Follensbee is attached hereto as Exhibit 2 (Exhibit Page E5).

15. On June 13, 2002, BellSouth sent to Supra for the first time, an e-mail version of BellSouth's latest proposed interconnection agreement. This fact has been memorialized in Exhibit 3 (Exhibit Page E6), which is an e-mail exchange between David Nilson and Greg Follensbee.

16. On June 18, 2002, Greg Follensbee of BellSouth sent a second amended version of BellSouth's proposed interconnection agreement, which is reflected in Exhibit 4 (Exhibit Page E7). Follensbee writes in his e-mail to David Nilson, that in preparing a cross-reference for the proposed agreement, that he discover numerous errors in the prior document which did not reflect agreements made by the parties prior to the evidentiary hearing (in September 2001).

17. On July 1, 2002, this Commission entered a final order on Supra's Motion For Reconsideration (Order No. PSC-02-0878-FOF-TP)). Order No. PSC-02-0878-FOF-TP required the parties to submit a jointly executed interconnection agreement within fourteen (14) days of that order.

18. Beginning on June 17, 2002 and continuing through to the present, the parties met via telephone on numerous occasions in order to negotiate and resolve final language to be used in the follow-on agreement. In this regard, the parties had telephone conferences on at least the following dates: June 17th, June 24th, June 28th, July 1st, July 3rd, July 5th, July 8th, July 10th, July 11th and

July 12th. During these at least ten telephone conferences, the parties discussed numerous issues relating to the follow-on agreement, including procedures for reviewing and amending the same and substantive issues. During this time period, the parties discussed between eighty percent (80%) and ninety percent (90%) of the issues originally brought in this docket. Attached hereto as Composite Exhibits 5 through 14 (Exhibit Pages E8-E34) are various e-mails which reflect these meetings and discussions.

19. During the parties' discussions and negotiations, the parties agreed to various changes to numerous portions of the proposed follow-on agreement. However, the parties also had substantive disputes regarding quite a few issues. Issues for which there were tentative agreements and disputes between the parties can be found in Composite Exhibits 5 through 14 (Exhibit Pages E8-E34). Those issues for which disputes exist include both issues which were arbitrated and issues for which there had been tentative agreements both in the Fall of 2001 and prior to that. Furthermore, another dispute has arisen as to the date to be placed upon the new agreement. This matter had already been agreed to by the parties prior to this docket ever having been filed, but now is being contested and altered unilaterally by BellSouth.

20. Many of the disputes between the parties regarding agreed issues have arisen primarily due to the fact that when tentative agreements had been made, concepts were agreed upon without reference to particular language changes in any template agreement. After the Commission made its rulings, BellSouth proposed the manner in which these agreements were to be inserted in the final document. Sometimes this attempted implementation involved segregating and splitting apart agreed language in a manner and/or into areas of the agreement which had never been

contemplated. Sometimes incorporating agreed language required the creation of new sections and exhibits to the agreement which had not been discussed in detail in the Fall of 2001. Finally, some of the changes included deleting language which the parties had never previously discussed or contemplated. In all, the task of negotiating final language is a time-consuming task which requires the parties to act in good faith towards a resolution.

21. Although Supra has worked on this task of negotiating final language in good faith, BellSouth has not always been so cooperative. Moreover, the time period for filing a final agreement was simply inadequate for the task.

22. As of July 12, 2002, the parties were unable to come up with a follow-on agreement which complied with the parties' prior agreements and this Commissions' prior substantive rulings on the issues. Rather than continue negotiating in good faith, BellSouth announced that it was refusing to continue discussions and negotiations towards a follow-on agreement, and that BellSouth intends to unilaterally file an agreement which is unworkable, inaccurate, not in compliance with the parties' prior agreements, and that in Supra's opinion, contradicts some of this Commission's prior substantive rulings in this docket. Moreover, BellSouth has stated that it intends on unilaterally filing a document which Supra has not even been given an opportunity to review.

23. BellSouth's actions in refusing to negotiate a follow-on agreement in good faith do not comply with the Telecommunications Act of 1996, nor the spirit and intent of this Commission's Order No. PSC-02-0878-FOF-TP.

24. Given the current state of the parties' discussions and negotiations, it would be

impossible for anyone to draft a follow-on agreement by July 15th, which accurately incorporates the parties' prior agreements, together with this Commission's substantive rulings. Because BellSouth has announced that it refuses to continue negotiations without being compelled to do so by this Commission, Supra has no choice but to inform this Commission of the current state of the parties negotiations, and ask this Commission to compel BellSouth to continue negotiating the follow-on interconnection agreement until at least the parties have resolved language which was supposed to have been agreed upon in concept. At least at that point, this Commission can give guidance on disputes arising from the final orders previously entered.

25. The parties have reached an impasse due to BellSouth's refusal to continue negotiations in good faith. BellSouth's actions are a bad faith and are a calculated attempt to force a nonsensical, non-workable interconnection agreement upon Supra. Rather than work out disputes, BellSouth seeks to impose a "garbage" agreement which was rushed in haste, and which violates the parties' prior agreements.

26. In order to avoid wasting further time on this matter, this Commission should enter an order requiring BellSouth to continue negotiating the parties' follow-on agreement and provide the parties a reasonable amount of time in order to accomplish this task.

WHEREFORE SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC., respectfully gives notice of its good faith attempt at complying with this Commission's Order No. PSC-02-0878-FOF-TP, notice of BellSouth's refusal to continue good faith negotiations, and request for an Order compelling BellSouth to return to the bargaining table and providing the parties a reasonable amount of time thereafter to complete negotiations.

Respectfully submitted, this 15th day of July, 2002.

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

By: Brian Chaiken/ATS
BRIAN CHAIKEN, ESQ.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by BellSouth Telecommunications, Inc. for arbitration of certain issues in interconnection agreement with Supra Telecommunications and Information Systems, Inc.	DOCKET NO. 001305-TP ORDER NO. PSC-02-0637-PCO-TP ISSUED: May 8, 2002

ORDER GRANTING, IN PART, AND DENYING, IN PART, MOTION FOR EXTENSION OF TIME

The background of this proceeding is set forth in Order No. PSC-02-0464-PCO-TP.

On April 24, 2002, Supra Telecommunications and Information Systems, Inc. (Supra) filed a Motion for Extension of Time in the instant docket. The Motion seeks an extension of 30 days from the date we issue a final order disposing of Supra's Motion for Reconsideration, for the parties to file an executed interconnection agreement. Order No. PSC-02-0413-FOF-TP, our Final Order on the issues arbitrated in this Docket, provides that the parties are required to file a final executed interconnection agreement with us within 30 days of the Order, which was issued on March 26, 2002. Supra's Motion for Extension of Time was filed on April 24, 2002, prior to the date the agreement was due to be filed, and as such was timely.

In support of its Motion, Supra contends that similar motions have previously been granted, noting Order No. PSC-01-1951-FOF-TP, issued September 28, 2001, wherein we granted BellSouth's request for an extension of time to file an executed interconnection agreement. Supra also believes that it would be premature to execute a final agreement until we rule on its April 17, 2002, 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 Further Proceedings. Supra also asserts that neither party would be unduly prejudiced by an extension of time.

On May 1, 2002, BellSouth Telecommunications, Inc. (BellSouth) filed its Opposition to Supra's Motion for Extension of Time. BellSouth asserts that Supra's filing is for the sole purpose of delay, and contends that we have unequivocally held that a party cannot refuse to sign an interconnection agreement following arbitration. BellSouth believes that it will be prejudiced because any delay allows Supra to continue to operate under an expired agreement which does not contain an express provision authorizing the disconnection of service for nonpayment of undisputed amounts. BellSouth asserts that Supra will not be prejudiced by a denial of its request, because both the expired and new agreements adequately provide for the reservation of Supra's rights. BellSouth claims that the AT&T arbitration referenced by Supra is distinguishable because the parties continued to negotiate terms prior to requesting an extension, and AT&T did not oppose BellSouth's request for an extension. BellSouth believes that we have never granted an extension when one party objects to it, and notes that Supra has not attempted to negotiate during the period after our Order.

Although BellSouth cites Order No. PSC-97-0550-FOF-TP, issued May 13, 1997, in Docket 961173-TP, for the proposition that a party cannot refuse to sign an interconnection agreement following arbitration, that case may be distinguished. There, neither party sought reconsideration of the Commission's Order, and neither party would sign the other's version of the final interconnection agreement. Further, and directly contravening BellSouth's assertions in its response to Supra's Motion, by Order No. PSC-97-0309-FOF-TP, issued in Docket 960833-TP, BellSouth itself requested, and was granted, a 14-day extension of time from the date we issued our Order on Reconsideration in which to file a signed interconnection agreement -- in spite of MCI Telecommunication Corporation's opposition to the request.

Upon consideration of the foregoing, I find it appropriate to grant an extension of 14 days from the date we issue a final order disposing of Supra's Motion for Reconsideration for the parties to file their executed interconnection agreement. Supra's request for an extension from the date of a ruling on its Motion for Recusal is denied.

It is therefore

ORDERED by Commissioner Michael A. Palecki, as Prehearing Officer, that Supra Telecommunications and Information Systems, Inc.'s Motion for Extension of Time is granted, in part, and denied, in part, to the extent set forth in the body of this Order. It is further

ORDERED that the parties shall have 14 days from the date we issue a final Order disposing of Supra's Motion for Reconsideration to file an executed interconnection agreement.

By ORDER of Commissioner Michael A. Palecki, as Prehearing Officer, this 8th Day of May, 2002.

MICHAEL A. PALECKI
Commissioner and Prehearing Officer

(S E A L)

WDK

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code, if issued by a Prehearing Officer; (2) reconsideration within 15 days pursuant to Rule 25-22.060, Florida Administrative Code, if issued by the Commission; or (3) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Director, Division of the Commission Clerk and Administrative Services, in the form prescribed by Rule 25-22.060, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

Supra Telecom

2620 SW 27th Avenue
Miami, FL 33133-3001
Phone: (305) 476-4201
FAX: (305) 443-9516
Email dnilson@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.

Buechele, Mark

From: Mark Buechele [buechele@stis.net]
Sent:
To: mark.buechele@stis.com
Subject: Fw: Florida Interconnection Agreement

Follow Up Flag: Follow up
Flag Status: Flagged



Supra changes Supra Revised
llines_06-12-03.zip 0301202.zip (48 KB Agreement-6-13-0..

>

> -----Original Message-----
> From: Follensbee, Greg [mailto:Greg.Follensbee@BellSouth.com]
> Sent: Thursday, June 13, 2002 12:28 PM
> To: 'Nilson, Dave'
> Cc: Jordan, Parkey; 'Paul Turner'
> Subject: RE: Florida Interconnection Agreement
>
>
> 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 Follensbee (E-mail)
> Subject: Florida Interconnection Agreement
>
>
> Greg please call to arrange this meeting.
>
> dnilson
> <<Doc2.doc>>
>
>
>

Buechele, Mark

From: Mark Buechele [buechele@stls.net]
Sent:
To: mark.buechele@stis.com
Subject: Fw: Cross Reference of Issues to Language

Follow Up Flag: Follow up
Flag Status: Flagged


Attachment 2
06-13-02_redline...


Attachment 3
06-13-02_redline....


Issues List Cross
Referenced t...

----- Original Message -----
From: "Follensbee, Greg" <Greg.Follensbee@BellSouth.com>
To: "'David Nilson'" <dnilson@stis.com>; "'Mark Buechele'" <buechele@stis.net>
Cc: "Jordan, Parkey" <Parkey.Jordan@BellSouth.com>
Sent: Tuesday, June 18, 2002 1:09 PM
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.doc>> <<Attachment 3
06-13-02_redline.doc>> <<Issues List Cross Referenced to Agreement.DOC>>
>
> Interconnection Carrier Services
> 404 927 7198 v
> 404 529 7839 f
> greg.follensbee@bellsouth.com
>
>
>
>
****
****
> "The information transmitted is intended only for the person or entity
> to
which it is addressed and may contain confidential, proprietary, and/or privileged
material. Any review, retransmission, dissemination or other use of, or taking of any
action in reliance upon, this information by persons or entities other than the intended
recipient is prohibited. If you received this in error, please contact the sender and
delete the material from all computers."
>

Buechele, Mark

From: Buechele, Mark
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 hat 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 reason 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. Theses 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 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. 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.

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

Buechele, Mark

From: Buechele, Mark
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

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 ageement 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, retroactivty of the agreement, and the preservation of the June 5 award in light of retroactivty. 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).

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794
-----Original Message-----
From: Buechele, Mark [mailto: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 Language

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 FPSC. 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 that 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 filling 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 beginning 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 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.

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 01, 2002 11:47 AM
To: 'mark.buechele@stls.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

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 01, 2002 3:12 PM
To: 'mark.buechele@stis.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@stis.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 6,
> 30, 36, 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
>
>
>
>
>
****

Exhibit 8

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
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 Language

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@stis.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,

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 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@stis.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

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 ageement 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, retroactivty of the agreement, and the preservation of the June 5 award in light of retroactivty. 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).

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794
-----Original Message-----
From: Buechele, Mark [mailto: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 Language

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 FPSC. 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 that 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 filling 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 beginning 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 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.

****

Buechele, Mark

From: Buechele, Mark
Sent: Wednesday, July 03, 2002 1:15 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg
Subject: RE: Meeting Wednesday, July 3

Parkey,

This morning my one-year old daughter came down with an allergic reaction to a vaccine she received last week. That killed a good portion of my morning. In any event I am finding problems in some of the basic items which were supposedly resolved earlier by agreement, all of which naturally takes up more time. By the tone of your e-mail, I presume that both you and Greg have blocked off the entire afternoon. I will be able to discuss more issues at 3:00 p.m. Therefore, unless you advise me that you and/or Greg are not available at 3:00 p.m., I will call at time.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 03, 2002 1:03 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: Meeting Wednesday, July 3

Mark, I received a message from my secretary that you want to delay our meeting that was scheduled for 1:30 today until 3:00. We have a lot to cover and I think we need to begin on time as scheduled. We prefer to start the meeting at 1:30.

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

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Friday, July 05, 2002 12:37 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 3 Meeting

Mark, I apologize for leaving issue 13 off the list. We did discuss issue 13 and agreed to the language BellSouth provided.

As for the call flow diagrams, we discussed the diagrams with Dave, but neither Greg nor I have any notes regarding changes to the call flows. Although we will check again, I believe the call flows that were attached to the document are all the call flows BellSouth has, so I'm not sure why Dave thinks there are any missing. In any event, if Dave can identify missing call flows, we will add them, and if he wants to propose modifications to the call flows, we will look at them.

We were expecting to have an email from you this morning outlining additional questions that you had so we could begin working on your issues, but we have not received anything. We will expect to hear from you at 4:00 today.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Wednesday, July 03, 2002 7:25 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 3 Meeting

Parkey,

In clarification of your e-mail, with respect to Issue B, I actually referred to Supra's pending motion under Florida Rule of Civil Procedure 1.540 (there is a subtle distinction), but also stated that notwithstanding that pending motion Supra was willing to negotiate in good faith from BellSouth's template.

With respect to Issue 1, Supra feels strongly about what was and was not arbitrated before the Commission and feels that BellSouth's changes raise new issues. Nevertheless, we acknowledge that you wish to discuss this issue further.

With respect to Issue 7, I was advised by David Nilson that in order to eliminate the possibility of having the "UNE Local Call Flows" be subject to potential change in the future, Supra and BellSouth agreed that they would attach mutually agreed "UNE Local Call Flow" diagrams to Attachment 2 as an exhibit. Hence the reference to Exhibit "B" in paragraphs 2.17.4.3, 6.3.2.2 and 6.3.2.3 in Attachment 2. Dave Nilson advised me that he and Greg Follensbee talked about attaching (as an Exhibit)mutually agreed modified versions of all 96 call flow diagrams which were on BellSouth's web site last fall. As I understand it, agreed upon modifications were to be made to these diagrams before they were included as an Exhibit. Although Greg and Dave started to negotiate the form of these diagrams, because of the time crunch in this Docket, Greg and Dave agreed to resolve the modifications later. With passage of the hearing and subsequent decisions, Greg and Dave simply lost track of finishing this task. During our conversation today, Greg Follensbee mentioned that Dave still needed to approve his proposed Exhibit "B". When Dave look at Greg's proposal, his first comment was that the Exhibit did not contain all of the call flow diagrams, and for many of the diagrams provided, previously agreed upon modifications had not been made. Accordingly, I suggest that Dave and Greg touch base immediately in order to hammer out Exhibit "B" to Attachment 2.

Composite Exhibit 11

Additionally, the separation of the language placed in paragraphs 6.3.2.2 and 6.3.2.3 from the entire language agreed upon, muddies the fact that the referenced to these specific call flow diagrams was actually meant to address when Supra was required to pay end user line charges. Accordingly, some clarifying language needs to be proposed on these two new paragraphs.

Finally, we also began discussing Issue 13. At first I thought that BellSouth simply forgot to include the agreed upon language, but then you pointed out that Greg Follensbee had already caught this mistake in his recent revisions of June 18th. In reviewing his revised Attachment 2 (of 6/18/02), I confirmed that he had accurately included the agreed language, but needed to check whether the paragraphs he removed made sense in light of the new language added.

Lastly, you advised me that BellSouth was going to request assistance from the Commission in mediating our negotiations over final language. I told you that I hoped that BellSouth would not be representing that Supra was somehow dragging its feet on this matter. We both agreed that going through these changes is very tedious and time-consuming work. We both acknowledge that despite the efforts made by BellSouth to put together this proposed follow-on agreement, that numerous mistakes are nevertheless being discovered as we examine this document at a detailed level. You stated that your complaint was not so much with me, but with the fact that given the tedious and time-consuming nature of this task, Supra should have began this process back in March. I agree that this is a very tedious and time-consuming task, however, I cannot change the past. Therefore, we just need to try to get through this agreement within the time period allowed by the Commission. In this regard, I hope to get back with you on Friday with further comments.

Happy July 4th!

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 03, 2002 4:44 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 3 Meeting

Mark, this is to confirm our agreements/discussions during our negotiations today.

Issue A - agreed issue was withdrawn (i.e., no language necessary).

Issue B - agreed that the BellSouth template was used as per the order (subject to Supra's outstanding motion for reconsideration).

Issue 1 - OPEN for further discussion.

Issue 2 - agreed with language in GTC Section 18, subject to changing AT&T references to Supra, and subject to changing the language in the 11th/12th line of Section 18.1 to read ". . . recorded usage data as described elsewhere in this Agreement."

Issue7 - agreed to change the language in the third paragraph of the settlement language (Att 2, Section 2.6) to read as follows: "When Supra purchases an unbundled loop or a port/loop combination, BellSouth will not bill Supra Telecom the end user common line charges (sometimes referred to as the subscriber line charge), as referenced in Attachment 1, Section 3.25, of this Agreement. Supra may bill it's end users the end user common line charges." The remainder of the language is agreed to, subject to Dave Nilson's confirmation of the call flows in Exhibit B.

Issue 9 - agreed to language in the agreement.

We understand that you will be in depositions all day Friday. We agreed that you would send us any questions you have Friday morning, and we will talk Friday at 4:00 to continue

our discussions.

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

Buechele, Mark

From: Buechele, Mark
Sent: Wednesday, July 10, 2002 11:07 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 5th and July 8th Meetings

Parkey,

I disagree with your e-mail, but do not wish to engage in unnecessary wrangling at this time. As you know, I was at the Florida Public Service Commission yesterday on a matter concerning BellSouth. Unfortunately I was the only person available to attend that matter and it did not conclude until the mid-afternoon.

As for the time necessary to review the document, even you have concededly on several occasions, that even one month is not enough time to adequately review and comment on BellSouth's proposed changes. So I do not appreciate your comments as to how long the process is taking.

Moreover, as it stands, the parties are currently at an impasse on several issues involving items that either were: (a) previously ruled upon by the Commission; (b) were supposed to have been agreed upon previously but apparently were not; and (c) do not reflect the parties' prior agreements. Thus if BellSouth maintains its current position and seeks to unilaterally file a document on Monday, it will be with the full knowledge and understanding that the document does not incorporate both agreed changes and the Commission's prior rulings.

In any event, I have told your secretary to schedule a conference call for 4:00 p.m. today to continue our discussions. I know you and Greg Follensbee are currently spending your time at the arbitration proceeding yaking place between BellSouth and Supra in Atlanta. However, I trust you will be available for the conference call this afternoon.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Wednesday, July 10, 2002 8:12 AM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 5th and July 8th Meetings

Mark, I disagree that you have found numerous mistakes in the document we sent you. You have requested changes to language to which the parties had already agreed, and we have accommodated your changes where possible. You have also asked for renumbering, and we have agreed to that as well. I do not believe the changes you have requested up to this point have been substantive. Thus, I think your characterization of the document is incorrect.

As for the filing deadline of July 15th, BellSouth intends to submit a filed agreement, as per the Commission's Order. In our opinion, you and your clients have not worked in good faith to complete your review of the agreement. Your clients have not participated in any substantive discussions, and you have scheduled meetings to review only two or three issues at a time. The only issues and language you have been reviewing is the settlement language to which the parties agreed in October of 2001 or earlier. You have made no comment regarding BellSouth's incorporation of the Commission's Order. While I agree that review of the document takes time, neither you nor your clients have invested a reasonable amount of time in the review process. Our first scheduled meeting was June 17, nearly a month prior to the ordered deadline to have a signed agreement. That is certainly sufficient time for you to have reviewed the entire agreement, commented and worked with us to resolution.

Per your message yesterday (July 9), you were unable to meet to discuss any further issues. I will wait to hear from you regarding any additional meetings. As I will be away from my office most of the day today, please leave a message with my secretary or on my voice mail regarding when you would like to meet today if at all.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Monday, July 08, 2002 6:00 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 5th and July 8th Meetings

Parkey,

I am in receipt of your e-mail of this afternoon. Although I have not yet been able to compare your e-mail to my notes (which I will try to do tomorrow), I wanted to comment further on our conversation of this afternoon.

First, I advised you that Supra had apparently made some proposed call flow diagrams earlier. I will forward you a copy as soon as I am able.

Second, I advised you that I saw Nancy White's letter to Harold McLean of the FPSC and take offense to that letter. Obviously Ms. White knows very little about how much time it takes to go through these documents. You conceded that it takes a long time to work through the documents, but stated that Supra should have started this process back in March 2002.

Third, as you know, there have been a number of discrepancies in the document proposed by BellSouth. I raise this point because even with the time taken by BellSouth to revise and review the document, mistakes still have fallen through the cracks. Indeed, referencing mistakes even exist in Greg Follensbees cross-reference. Apart from slowing the process down, mistakes in the cross-reference instantly cause eyebrows to raise since the cross-reference is supposed to accurately identify all changes made.

During our conversation this afternoon, I advised you that realistically it might take an extra week or two to finish reviewing and discussing the proposed agreement in to order to verify its accuracy with the parties' prior agreements and the Commissions' orders. Your response was that BellSouth would not work one day past July 15th on this agreement because Supra should have begun this process back in March. I stated that it made no sense to take such a position because it is in everyone's best interest to work through all of the issues and that if Supra continues to work on the agreement past July 15th, then BellSouth should not turn a deaf ear to Supra. You then retracted your position and stated that BellSouth does not know what it will do if the parties cannot finish reviewing your proposed agreement by July 15th. I trust BellSouth will be a little more flexible in this regard.

Finally, I advised you that I will be on the road tomorrow, but that perhaps we can continue going over issues sometime in the afternoon. I advised you that I would leave you a message in the early afternoon with a proposed time for continuing our discussions.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Monday, July 08, 2002 4:19 PM

To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 5th and July 8th Meetings

This is to confirm where we stand in the discussions of the follow on agreement on July 5th and July 8th.

On July 5th, the parties agreed as follows:

Issue 14 - agreed that the issue was withdrawn to address in the context of Issue 25B.

Issue 17 - we agreed that BellSouth included the agreed upon language in Section 9.1 of the General Terms.

Issue 25A - we agreed that the issue was withdrawn by Supra.

Issue 25 B - the parties agreed that the language agreed to in the settlement was incorporated into the document.

I understand that you believe your agreement with issues 17 and 25A are subject to your reviewing the remainder of the agreement for other related or possibly conflicting language. BellSouth believes that the parties did not settle or withdraw these issues based upon any other language in the agreement.

On July 8th the parties discussed the following issues:

Issue 26 - Supra requested several changes. BellSouth agreed to modify the last line of Section 2.16.7 of Attachment 2 to change "options set forth above" to "options set forth in this Section 2.16." Also, BellSouth agreed to modify the settlement language in Attachment 10 to add to the beginning of the settlement language, "Notwithstanding this Attachment 10, . . ." BellSouth also agreed to modify the last line of Section 2.16.1 to change "following options" to "following options set forth in Sections 2.16.1.1, 2.16.1.2 or 2.16.1.3 below." We will then renumber Sections 2.16.2, 2.16.3 and 2.16.4 to 2.16.1.1, 2.16.1.2 and 2.16.1.3, respectively. 2.16.5 and following will be renumbered accordingly.

Issue 27 - the parties agreed to renumber Attachment 3, Section 1.6.4, to Section 1.7. Following paragraphs will be renumbered accordingly. Supra also inquired as to the references to intraLATA toll that were added to the settlement language. Whether these references should or should not be included was subject to the parties agreed upon definition of local traffic for purposes of reciprocal compensation under this agreement. Subject to check with Greg Follensbee, we can remove those references to intraLATA toll.

These two issues were the only ones discussed on July 8th. You will call or page me tomorrow to let me what time you would like to meet tomorrow afternoon.

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

Buechele, Mark

From: Jordan, Parkey [Parkey.Jordan@BellSouth.COM]
Sent: Friday, July 12, 2002 6:23 PM
To: 'Buechele, Mark'; Jordan, Parkey
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th & 12th Meetings

Mark, my email to you on July 11 (below) was not intended to confirm that you had agreed with deleting all references to IntraLATA toll in Attachment 3. It was merely to explain to you why the IntraLATA toll reference was not in the settlement language for issue 27 and why those references throughout the Attachment are also inappropriate. My understanding, and Greg's, was that you agreed to deletion of those references on our July 11 call, which took place after I sent the below email to you. You stated today, July 12, that you had not agreed to such a deletion. I will send you a separate email confirming the resolution of issues discussed in our July 11 and July 12 meetings.

As for Issue 1, I merely proposed different language, pulled directly from the Commission's order, in an effort to resolve that issue. I understand that you are rejecting that language, and as such, there is no need to rehash once again the parties' positions.

I agree with your listing of issues discussed on the 11th, and as stated above, I will confirm our agreements in a separate email. While I generally agree that we have not agreed on Issues 10 and 49, I would classify Issue 29 with the others. The language in the contract to which you disagree is language that BellSouth has offered to allow Supra to order switching at market based rates when BellSouth is not obligated to provide switching at all. BellSouth is not willing to agree to the additional language you proposed, which would obligate BellSouth to change the market based rates without an amendment to the agreement in the event Supra discovers that another CLEC has lower market based rates. This language is not an issue in the arbitration, nor does it relate to anything BellSouth is obligated to provide. The contract language that incorporates the Commission's order on issue 29 is not the language to which you did not agree.

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

-----Original Message-----
From: Buechele, Mark [mailto:Mark.Buechele@stis.com]
Sent: Friday, July 12, 2002 2:28 PM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th & 12th Meetings

Parkey,

I have not reviewed your e-mail of July 11th (attached below) for complete accuracy with my notes of our prior discussions. However, I note that on issue 27, I never agreed to the complete removal of all reference to "IntraLATA" within attachment 3. I had only questioned why the settlement language dealing with physical points of interconnection did not refer to "IntraLATA". I said that if you thought that the term "IntraLATA" needed to be removed or renamed elsewhere in the attachment, then I would be happy to look at your proposal. However, your comment on this issue does not accurately reflect our conversations. Nevertheless, if you believe that there is any inconsistency in the language of this attachment, then we need to work through this matter further.

As for Issue 1, BellSouth never sought from the FPSC, any change to the language found in the template filed with the FPSC. The only issue litigated was whether or not the parties could be forced into commercial arbitration. You even admitted as much when we first began discussing the proposed agreement. In fact, you originally agreed to change the

language back to the template, but then later recanted your agreement. Unfortunately, Supra cannot accept anything but the original template language on this issue.

On another matter, yesterday afternoon (July 11th) we met for approximately one and one-half hours. At that time we talked again about issues 27, 29 and 49. Also we discussed issues 53, 55, the agreed portion of issue 57 dealing with PSIMS and PIC, the agreed portion of issue 18 dealing with resale and collocation, and issues 5 and 10. Although I have not yet organized all of my notes with respect to these issues and thus will not deal with specifics now, I will note that severe differences of opinion exist on issue 29 (on using market rates offered to other carriers), issue 49 (on BellSouth's intent to force DSL subscribers to purchase a separate voice line to retain their DSL service and related carrier compensation), and issue 10 (on Supra's consent to the use of DAML equipment on current and future UNE loops, and notification when BellSouth intents to install the old DAML cards on resale lines). I will also note that we agreed to several other changes and language modifications which have not yet been memorialized).

Per our agreement, we are to discuss these matters further at 4:00 p.m. today. Thereafter, I intent to draft a listing of all the issues covered to date, with my understanding of our agreements and the current impasses. At that point I will comment further on your prior e-mails (to the extent any further comment is needed).

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Thursday, July 11, 2002 8:15 AM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 10 Meeting

Mark, this is to confirm our discussions today regarding the new BellSouth/Supra interconnection agreement:

Issue 4 - Supra agrees with the proposed agreement.

Issue 29 - BellSouth has included language in the agreement that allows Supra to purchasing switching at market rates in those areas where, pursuant to FCC and FPSC regulation, BellSouth is not required to provide switching at UNE rates. Supra left this issue open to check with Paul Turner to confirm that Supra wants the ability to purchase switching where BellSouth is not required to provide it. If Supra does not want that ability, BellSouth is willing to remove the language and associated market rates.

Issue 31 - BellSouth agreed to delete from the last sentence in Attachment 2, Section 6.3.1.2, "locations served by BellSouth's local circuit switches, which are in the following MSAs: Miami, FL; Orlando, FL; Ft. Lauderdale, FL" and substitute in lieu thereof "those locations specified in Sections 6.3.1.2.1 and 6.3.1.2.2 below."

Issue 35 - Supra agrees with the proposed agreement.

Issue 41 - BellSouth agreed to remove the added word "Alternate" in Section 12.2.1 of the General Terms.

Issue 44 - Supra agrees with the proposed agreement.

Issue 45 - Supra agrees with the proposed agreement.

Issue 48 - Supra agrees with the proposed agreement.

Issue 51 - BellSouth agreed to repeat all the language in Attachment 1, Sections 3.16 and 3.16.1, in Attachment 7, Section 3.6 (the reference to Exhibit A in Section 3.16 of Attachment 1 will have to be modified to add Exhibit A of Attachment 2 for submission of LSRs other than resale). BellSouth also agreed to add a sentence in the language in Attachment 7 stating that rates for the ordering interfaces other than resale are in Exhibit A of Attachment 2.

Issue 52 - BellSouth agreed to remove note 3 of Exhibit B, Attachment 1, relating to Lifeline/Linkup.

With the changes discussed above, the foregoing issues should be closed (with the exception of Issue 29).

Issue 27 - on July 8 we discussed removing the reference to IntraLATA toll traffic in the settlement language in Attachment 3. We will remove the reference there and in the other sections of Attachment 3. The document originally proposed and filed with the Commission contained a definition of Local Traffic that did not include all traffic exchanged within the LATA. The parties agreed on a different definition of Local Traffic (i.e., that all traffic originated and terminated in the LATA other than traffic delivered over switched access arrangements would be considered local for purposes of reciprocal compensation). With that agreement, there will no longer be an exchange of IntraLATA toll traffic between the parties, so such references should come out of the agreement, just as they were removed from the settlement language.

Issue 1 - on June 28 we discussed the issue of dispute resolution and did not come to a final agreement. In an effort to reach agreement as to the Commission's order regarding this issue, BellSouth proposes to replace the language in Section 16 of the General Terms with language directly from the Comission's order: The appropriate forum for the resolution of disputes arising out of this Agreement is before the Florida Public Service Commission.

Greg and I will be available at 4:00 today, July 11, to discuss additional issues.

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

Buechele, Mark

From: Buechele, Mark
Sent: Monday, July 15, 2002 9:27 AM
To: 'Jordan, Parkey'; Buechele, Mark
Cc: Follensbee, Greg; Nilson, Dave
Subject: RE: July 11th and 12th Meetings

Parkey,

I just received your e-mail (below), and have not yet been able to review your e-mail for complete accuracy with our prior conversations. Nevertheless, I wish to make some points and comments because of the position we are now in.

First, I will note that on Friday, with respect to Issue 27, we discussed the fact that the language agreed upon in September/October 2001 was to applied in concept to both the UNE environment and where Supra provides service through interconnected Supra equipment. Thus conceptually, both attachments 2 and 3 were to be modified. However, BellSouth's attempted implementation was to unilaterally break apart the agreed language and place it in either Attachment 2 or Attachment 3 (but not in both). Additionally, on Friday we both realized that more needs to be done to both Attachments 2 and 3 in order to accurately reflect the intent of the parties' agreements in September/October 2001. Apart from the agreeing upon the details of the UNE call flows (which were never resolved), both attachments needed to reflect the concept of LATA-wide local calling. On Friday you stated that to effectuate this concept, several more provisions needed to be removed from Attachment 3. Thereafter we both recognized that your suggestion was not complete or accurate, and that more work was needed on these two attachments than just the removal of the several provisions you suggested.

In retrospect, this problem has arisen because the parties originally did not have a template from which they were working from and thus were discussing proposed language on select concepts, which later needed to be implemented. Because no template was being contemplated, the parties did not specify where language was to be inserted and what potentially conflicting language needed to be removed from any existing template. In fact, Issue B, regarding which template to begin from, was only added as an issue for hearing just before the hearing began in late September 2001. It therefore is no wonder that as of last Friday, there was still considerable confusion by both BellSouth and Supra as to what needed to be done in Attachments 2 and 3, in order to properly implement the concepts agreed upon in September/October 2001.

On issue 49 (DSL), BellSouth claims that the Florida Public Service Commission made a mistake in not being more specific in its Reconsideration Order and that BellSouth seeks to the reserve the right to refuse to provide end-users FastAccess (or any other DSL service) over the same telephone line which provides voice service. Although BellSouth claims to have not yet decided how to implement the Commissions' order on the DSL issue, it is undisputed that BellSouth will refuse to provide end-users DSL over the same UNE line which provides the end-user voice service. Hence BellSouth refuses to add language which states that it will not disconnect the DSL service being provided on UNE voice lines converted to Supra.

I will also note that I sought to continue discussing further issues, but that you and Greg announced that BellSouth would not continue further negotiations on the follow-on agreement unless ordered to do so by the Florida Public Service Commission. Your rational for refusing to engage in any further negotiations and discussions is that the Commission has set forth a July 15th deadline and that BellSouth has decided that it is going to file something on that date, and then seek to be relieved of its current agreement with Supra; irrespective of whether or not the document filed accurately incorporates the Commission's orders or the parties' prior agreements. I advised you that I disagree strongly with this approach, and that in the end, BellSouth's position will only serve to delay further implementation of a follow-on agreement.

You and Greg conceded that it was impossible to finish our discussions and negotiations within the time period provided by the Florida Public Service Commission, but that it was

Supra's fault for not having started this process back in March 2001. You and Greg stated that in your experience the process of negotiating a final agreement can take months after a final ruling, and that is why BellSouth sent its first version of the proposed agreement back in March, 2002. I advised you that Supra has little past experience in this regard, but that I have devoted a substantial amount of time and effort during the last month in a good faith attempt to complete this process. Neither you or Greg can claim that I have not acted in good faith. You also conceded that we have come far in this process, and that some of the problems I uncovered with BellSouth's proposed agreement were substantial and require considerable more discussion and negotiation. However, you also stated that some of the proposed changes I made were not that important. Yet, the reality is that I must still review the proposed follow-on agreement for accuracy, logic and completeness; and that it is the review and verification process which is the most time consuming. Once that time has been spent, why not spend a little extra more time to get the document done right. This is particularly true since BellSouth has taken the position on some provisions, that the language drafted means everything when it comes to implementing the agreement.

You advised that instead of completing our discussions and negotiations over the follow-on agreement, BellSouth intends to unilaterally file an unsigned contract on July 15th, without Supra even having had a chance to review that document. We also both agree that at this time, it is impossible to file anything which reflects both the Commissions' orders and the parties' prior agreements. I disagree with BellSouth's approach, but cannot force BellSouth to continue discussions and negotiations towards a final follow-on agreement. I trust that BellSouth reconsiders this hard-line approach and acts in a more reasonable and enlightened manner.

MEB.

-----Original Message-----
From: Jordan, Parkey [mailto:Parkey.Jordan@BellSouth.COM]
Sent: Friday, July 12, 2002 8:00 PM
To: 'mark.buechele@stis.com'
Cc: Follensbee, Greg
Subject: July 11th and 12th Meetings

Mark, this is to confirm the status of the issues we discussed during our negotiations on July 11 and July 12. Where I indicate that BellSouth agreed to make changes with respect to a certain issue and that the issue is closed, I assume that the issue is closed only after BellSouth makes the agreed upon changes.

Issue 27 - on July 11 after we explained the issue regarding references to IntraLATA toll, I understood that Supra agreed to delete the intraLATA toll references in Attachment 3. However, on July 12 you told me that you had not agreed to the deletion. We discussed the reason for the deletion. BellSouth's original proposed agreement contained a definition of Local Traffic for reciprocal compensation purposes that was based on retail local calling areas. During our negotiations with Supra last fall, the parties agreed to a definition of Local Traffic that assumes that all traffic originating and terminating in a single LATA (other than traffic delivered over switched access arrangements) is local for purposes of reciprocal compensation. That being the case, there will be no intraLATA toll traffic exchanged between the parties, and references to intraLATA toll conflict with the agreement of the parties regarding Local Traffic. Traffic that would have been intraLATA toll is now encompassed in the Local Traffic definition. Our July 12 conversation included explanations to you of how Attachment 2 and Attachment 3 differed with respect to Supra's ability to offer LATA-wide local calling through BellSouth's switch (Attachment 2) and the compensation the parties would pay each other for traffic throughout the entire LATA (Attachment 3). Supra is still reviewing the deletion of the references to intraLATA toll, although Supra has agreed with the settlement language BellSouth provided in the agreement for this issue, subject to BellSouth's deletion of the reference to IntraLATA toll in Section 1.4 of Attachment 3.

Issue 29 - Supra did not raise an issue with the language in Section 6.3.1.2 that was included to incorporate the Commission's Order. Supra raised an objection to Attachment 2, Section 6.3.1.2.3, which BellSouth added to allow Supra to purchase switching at market rates, despite the fact that the Commisison did not order BellSouth to do so. BellSouth agreed to modify the proposed language to add a sentence to the end of Section 6.3.1.2.3

as follows: "Alternatively, Supra may order the fourth or more lines as resold lines pursuant to Attachment 1 of this Agreement." BellSouth did not agree to add language providing that in the event Supra finds another agreement with lower market rates, the lower market rates will apply to Supra without an amendment to the agreement. BellSouth added this language to provide an additional option to Supra. We provide this option to virtually all CLECs. BellSouth will either remove the language (meaning Supra will not have the option to purchase UNE-P for the end user's fourth or more line, or we will leave in the language as modified above. If Supra disagrees with the language, we will remove it, as it was not ordered by the Commission.

Issue 49 - Supra requested that BellSouth add language to Attachment 2, Section 2.17.7, regarding future internet access services offered by BellSouth, processes BellSouth will use to continue to provide DSL services to end users, an obligation to continue providing third party DSL services over Supra's UNE-P lines, and an obligation for BellSouth to notify such third parties that the third parties should begin paying Supra any amounts such parties were previously paying BellSouth. BellSouth offered the language directly from the Commission's order. BellSouth does not believe the additional language complies with the order. The parties disagree with respect to this issue.

Issue 53 - BellSouth agreed to delete Section 2.5 of Attachment 2, as BellSouth had included that paragraph of the settlement language in two places. This issue is closed.

Issue 55 - Supra agreed with BellSouth's language. The issue is closed.

Issue 57 - This issue was only partially settled by the parties last fall when the parties agreed to language related to PSIMS and PIC. Supra agreed to the language in the agreement with respect to the settled portion of the issue only (Supra has not yet commented on the language BellSouth included in the agreement regarding the remainder of Issue 57 to incorporate what was ordered by the Commission). The portion of Issue 57 relating to PSIMS and PIC is closed.

Issue 18 - BellSouth agreed to remove the (***) from the CSA column in Exhibit A of Attachment 1. BellSouth also agreed to remove the note associated with the (***). In Attachment 4 BellSouth agreed label the Remote Site Collocation document as Attachment 4A, and to separate Exhibit B from both Attachment 4 and Attachment 4A so it will print as a separate document rather than as a continuation of the Attachment itself. This issue is closed.

Issue 5 - Supra agreed with BellSouth's language. This issue is closed.

Issue 10 - Supra asked to add language to the end of Attachment 2, Section 3.2, that states "in writing before installing any DAML equipment." BellSouth agreed to this addition. Supra also requested that BellSouth include language to Attachment 1 (Resale) from the Order on Reconsideration relating to DAML on resale lines. BellSouth agreed to add language directly from the order as follows: "Where Supra provides service to customers via resale of BellSouth services, BellSouth shall not be required to notify Supra of its intent to provision DAML equipment on Supra customer lines, as long as it will not impair the voice grade service being provisioned by Supra to its customers." Supra also wanted to BellSouth, in the resale language, to reference a type of line card that Supra claims was discussed in testimony during the hearing and to agree that we would notify Supra when that type of line card is being used. BellSouth's witness for this issue has retired since the hearing, and Supra did not have the technical information regarding the type of line card discussed at the hearing. Thus, BellSouth will not agree to any additional language, and Supra has not agreed that this issue is closed.

The following issues were discussed on July 12.

Issue 27 - the parties discussed this issue again, as described above. There is no resolution regarding BellSouth's proposed deletion of the references to IntraLATA toll traffic, but Supra has agreed to the settlement language BellSouth inserted in Attachment 3, Section 1, provided that the reference to IntraLATA toll is removed from Section 1.4.

Issue 19 - Supra asked questions regarding the language BellSouth inserted relating to compensation for ISP-bound traffic. Supra is still reviewing the language and wants to compare it to the FCC's order. Thus, this issue is still open to Supra.

Issue 42 - Supra asked to delete the last sentence of section 8.2 and replace it with the

following language from the MCImetro agreement: "However, both Parties recognize that situations exist that would necessitate billing beyone the one year limit as permitted by law. These exceptions include:" BellSouth agreed to this change. This issue is closed.

Issues 11A and 11B - Supra requested that BellSouth add to Attachment 6, Section 15.5, language stating that if Supra files a complaint with the Commission, BellSouth will presume that Supra has filed a valid or good faith billing dispute. Supra was relying on language from the reconsideration order, but in BellSouth's view, the Commission was merely referencing language from the original order that stated Supra may ask the Commission for a stay if BellSouth has denied a billing dispute and intends to disconnect Supra. BellSouth would not agree to Supra's proposal. The parties disagree.

Issue 12 - Supra agreed to BellSouth's language. This issue is closed.

Issue 15 - Supra asked BellSouth to add a statement that it would also comply with the Performance Assessment Plan ordered by the Commission. BellSouth agreed but no specific language was agreed upon. Supra left it to BellSouth to add appropriate language. BellSouth will delete the first sentence of Attachment 10 and add the following sentence in lieu thereof: "BellSouth shall provide to Surpa Telecom those Performance Measurements established by the Commission in Order No. PSC-01-1819-FOF-TP, and the associated Performance Assessment Plan ordered by the Commission."

This and my previous emails describing the parties' negotiations since June 28 concludes the issues that the parties discussed. Supra has not yet reviewed or discussed with BellSouth the following remaining issues: 16, 18 (other than that portion the parties settled in October), 20, 21, 22, 23, 24, 28, 32A, 32B, 33, 34, 38, 40, 46, 47, 57 (other than that portion the parties settled in October), 59, 60, 61, 62, 63, 65, 66.

Parkey Jordan
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