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**ORIGINAL**

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December 18, 2002

Mrs. Blanca Bayo, Director  
Division of Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 323099-0850

021249-TP

**RE: Complaint of Supra Telecommunications Systems, Inc., Against BellSouth Telecommunications, Inc. For Non-Compliance With Commission Order No. PSC-02-0878-FOF-TP**

Dear Mrs. Bayo:

Enclosed is the original and seven (7) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Complaint Against BellSouth Telecommunications, Inc. (BellSouth) For Non-Compliance With Commission Order No. PSC-02-0878-FOF-TP, as clarified by Order No. PSC-02-1453-FOF-TP, and provision 2.16.7 of the parties' Present Interconnection Agreement.

We have enclosed a copy of this letter and ask that you mark it to indicate that the original was file, and thereupon return it to me, copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

*Jorge L. Cruz-Bustillo / JCB*

Jorge L. Cruz-Bustillo  
Assistant General Counsel

RECEIVED & FILED  
*RZM*  
FPSC-BUREAU OF RECORDS

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13789 DEC 18 02

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via Hand-Delivery on this 18<sup>th</sup> day of December 2002, to the following:

Beth Keating, (for staff counsel)  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399

Nancy B. White  
c/o Nancy Sims  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301

SUPRA TELECOMMUNICATIONS &  
INFORMATION SYSTEMS, INC.  
2620 S. W. Avenue  
Miami, Florida 33133  
Telephone (305) 476 - 4252  
Facsimile (305) 443 - 9516

  
\_\_\_\_\_  
JORGE L. CRUZ-BUSTILLO

**BEFORE THE  
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Complaint of Supra Telecommunication )  
& Information Systems, Inc., against BellSouth )  
Telecommunication, Inc.'s for Non-Compliance )  
with Commission Order No. PSC-02-0878-FOF-TP )  
\_\_\_\_\_ )

Docket No.: 021249-TP

Filed: December 18, 2002

**COMPLAINT**  
**OF SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.,**  
**AGAINST BELL SOUTH TELECOMMUNICATIONS, INC.**  
**FOR**  
**NON-COMPLIANCE WITH COMMISSION ORDER NO. PSC-02-0878-FOF-TP**

SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC. ("Supra"),  
by and through its undersigned counsel and pursuant to Florida Statutes § 364.058,<sup>1</sup> and Rules 25-  
2.036(2), 25-22.036(3)(b), and 28-106.201 of the Florida Administrative Code, files this Complaint  
and request for Expedited Relief against BellSouth Telecommunications, Inc. ("BellSouth") in  
regard to its practice of refusing to provide its FastAccess Internet Service ("FastAccess") to  
customers who receive voice service from Supra. This practice is a barrier to competition and  
interferes with a consumers' ability to select the provider of choice. Expedited relief<sup>2</sup> is  
necessary to compel BellSouth to perform its obligations in accordance with Commission Order No.  
PSC-02-0878-FOF-TP as clarified by Order No. PSC-02-1453-FOF-TP as memorialized in

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<sup>1</sup> Section 364.058, Florida Statutes, provides: "(1) Upon petition or its own motion, the commission may conduct a limited or expedited proceeding to consider and act upon any matter within its jurisdiction."

<sup>2</sup> In filing this Complaint, Supra has followed the procedures for expedited processing set out in the June 19, 2001, Commission memorandum from Noreen S. Davis to then Chairman, E. Leon Jacobs. The primary purpose of this Complaint is to evaluate whether BellSouth has violated Commission orders and Florida Statutes and whether to impose a penalty therefore. Supra has filed its Complaint and exhibits together, and this matter is limited to a single issue. Though the process described in Ms. Davis' memorandum was originally envisioned as applicable to complaints arising from interconnection agreements (which this would also qualify), it is equally useful in the context of this single issue complaint regarding BellSouth's compliance with Commission orders. It is critical that the Commission use an expedited process to quickly resolve this matter and to order BellSouth to cease its continued violation of Commission orders.

provision 2.16.7, in Attachment 2, pg. 12, of the parties' Present Interconnection Agreement ("Present Agreement"). In support of its Complaint, Supra states the following:

Since Commission Order No. PSC-02-0878-FOF-TP was entered in Docket 001305-TP, BellSouth has refused to comply with that portion of the Order requiring BellSouth to continue to provide FastAccess Service to those BellSouth voice customers who choose to switch their voice provider to Supra.

1. Supra is a competitive local exchange carrier certified by the Florida Public Service Commission ("Commission") to provide telecommunications services in Florida. Supra's service of process address is

Brian W. Chaiken, General Counsel  
Supra Telecommunications & Information Systems, Inc.  
2620 SW 27<sup>th</sup> Ave  
Miami, FL 33133-3005

2. Pursuant to Rule 25-22.036(3)(b)(3), Florida Administrative Code, this Complaint is being lodged against BellSouth an incumbent local exchange carrier certified by the Commission to provide local exchange telecommunications services in Florida. BellSouth is a corporation organized and formed under the laws of the State of Georgia, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375. BellSouth's service of process address is

Nancy B. White, General Counsel  
c/o Nancy H. Sims, Director of Regulatory Affairs  
BellSouth Telecommunications, Inc.  
150 South Monroe Street, Suite 400  
Tallahassee, FL 32301

### **FACTUAL ALLEGATIONS**

3. Pursuant to Rule 25-22.036(3)(b)(1), Florida Administrative Code, the order that has been violated is Commission Order No. PSC-02-0878-FOF-TP ("July 1<sup>st</sup> Order") in Docket No. 001305-TP issued on July 1, 2002. This Order was subsequently clarified in Commission Order

No. PSC-02-1453-FOF-TP (“October 21<sup>st</sup> Order”) issued on October 21, 2002. In the July 1<sup>st</sup> Order this Commission found that BellSouth’s “practice of disconnecting FastAccess Internet Service when the [BellSouth] customer switches voice providers creates a barrier to competition in the local exchange telecommunications market.” *See* Order at pg. 50.

4. The above referenced July 1<sup>st</sup> Order has its origin in the Florida Digital Network (“FDN”)/BellSouth arbitration. *See* Order at pg. 50. This Commission found, in *Supra*’s case, that “the decision regarding BellSouth’s policy on FastAccess went to the legality of that [BellSouth] policy under Florida law and our [Commission] jurisdiction to address it.” *Id.* “Thus, the decision at issue here does not hinge on any different or additional facts present in Docket No. 010098-TP [FDN/BellSouth arbitration] that are not present in this Docket.” *Id.* “As such, our decision is not restricted solely to that arbitration.” *Id.*

5. On August 22, 2002, the Commission approved a new Interconnection Agreement between *Supra* and BellSouth.

6. To implement this Commission’s decision involving consumer choice, this Commission approved Section 2.16.7, in Attachment 2, pg. 12, of the parties’ Present Agreement, which reads as follows:

**Where a BellSouth voice customer who is subscribing to BellSouth FastAccess Internet service converts its voice service to *Supra* utilizing a UNE-P line, BellSouth will continue to provide FastAccess service to that end user.**

Background of FDN decision

7. On June 5, 2002, the Commission issued Order No. PSC-02-0765-FOF-TP in Docket No. 010098-TP (In re: Petition by Florida Digital Network, Inc.) for arbitration of certain terms and conditions of proposed interconnection and resale agreement with BellSouth Telecommunications, Inc. under the Telecommunications Act of 1996) (“FDN Order”).

8. In the FDN Order of June 5<sup>th</sup> this Commission concluded that “BellSouth shall continue to provide FastAccess [BellSouth’s DSL service] even when BellSouth is no longer the voice provider because the underlying purpose of such a requirement is to encourage competition in the local exchange telecommunications market, which is consistent with Section 251 of the Act and with Chapter 364, Florida Statutes.” Id. at 10.

9. This Commission went on to find that BellSouth’s “practice **unreasonably penalizes** customers who desire to have access to voice service from FDN [or Supra in our case] and DSL from BellSouth.” Id. at 11. (Emphasis added). “Furthermore, because we find that this practice creates a barrier to competition in the local telecommunications market in that customers could be dissuaded by this [BellSouth] practice from choosing FDN or another ALEC [e.g. Supra] as their voice service provider, this practice is also in violation of Section 364.01(4), Florida Statutes.”

10. As noted in ¶ 4 above, this Commission incorporated its decision from the FDN Order into Supra’s arbitration Order No. PSC-02-0878-FOF-TP of July 1, 2002.

11. Both FDN and BellSouth filed Motions for Reconsideration regarding the FDN Order.

12. On October 21, 2002 the Commission issued Order No. PSC-02-1453-FOF-TP (“FDN Recon Order”) addressing both FDN and BellSouth’s motions for reconsideration.

13. In the FDN Recon Order this Commission ruled as follows: “[o]ur decision [initial FDN Order] envisioned that FastAccess customer’s Internet access service **would not be altered** when the customer switched voice providers.” (Emphasis added). FDN Recon Order at pg. 5, 2<sup>nd</sup> paragraph.

14. The finding quoted above, was made in response to a BellSouth request for clarification. In particular, BellSouth asked this Commission to “clarify that BellSouth is not required to provide FastAccess service over a UNE loop, but instead BellSouth may provide that service over a new loop that it installs to serve the end user’s premises.” Id. at pg. 5.

15. In its response to BellSouth’s request for clarification, FDN stated that “BellSouth’s provisioning proposal would be harmful and undermine the Commissions intent.” FDN Recon Order at pg. 5. “Further, FDN asserts that second loops are not ubiquitously available and an additional loop would reduce the efficient use of the existing loop plant.” Id.

16. After careful consideration of both positions, this Commission wrote the following: “Although the issue of how FastAccess was to be provisioned when a BellSouth customer changes his voice service to FDN [or Supra] was not addressed in the Commission’s [initial FDN] Order, we believe that FDN’s position is in line with the tenor of our decision.” FDN Recon Order at pg. 5. (Emphasis added). “While the Order is silent on provisioning, we believe our decision envisioned that FastAccess customer’s Internet access service would not be altered when the customer switched voice providers.” Id. (Emphasis added).

17. The Commission’s decision in the FDN Recon Order not only required that a customer’s Internet access service “would not be altered,” but more importantly, the decision clarified that “BellSouth’s migration of its FastAccess Internet Service to an FDN customer [or Supra] shall be a seamless transition for a customer changing voice service from BellSouth to FDN [or Supra] in a manner that does not create an additional barrier to entry into the local voice market.” (Emphasis added). FDN Recon Order at pg. 6.

18. Pursuant to Rule 25-22.036(3)(b)(2), Florida Administrative Code, the following paragraphs will outline the actions Supra contends are a direct violation of this Commission's decision in Order No. PSC-02-0878-FOF-TP entered on July 1, 2002.

19. BellSouth sent Supra a letter, dated August 26, 2002, outlining BellSouth's plan to comply with this Commission's Order and provision 2.16.7, in Attachment 2, pg. 12, of the parties' Present Agreement. (The August 26, 2002 Letter is attached hereto as **Exhibit A**).

20. In particular, in this August 26<sup>th</sup> Letter BellSouth writes: "This is to advise Supra Telecommunications (Supra) that BellSouth will offer stand-alone FastAccess service to BellSouth FastAccess DSL end users in Florida who are converting their voice service to Supra where Supra will utilize an Unbundled Network Element-Platform (UNE-P) service." "The stand-alone FastAccess service will be available on September 4, 2002."<sup>3</sup> (Emphasis added). See Exhibit A, ¶ 1.

21. The stand-alone FastAccess service offered in BellSouth's August 26, 2002 Letter requires the consumer to have a second line installed at his or her home.

22. In BellSouth's proposal of August 26, 2002, BellSouth writes: "BellSouth.net will contact the end user concerning the lines that are determined to have FastAccess. BellSouth.net will discuss the terms and conditions of the transfer with the end user. These Terms and Conditions will include: **RATE CHANGES . . . BILLING CHANGES**: The end user will be required to provide a credit card for billing the FastAccess, [and] **DATA ONLY**: The FastAccess service will provide data only with no fax capability and no back up dialing capability. The end user will be requested to accept these terms and conditions." See Exhibit A, pg. 2 (Stand Alone FastAccess Proposal). (Emphasis added).

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<sup>3</sup> On November 22, 2002, BellSouth will write to Supra stating the "process" for ensuring a seamless conversion has "not yet been finalized."



23. Under BellSouth's proposal, the consumer will be saddled with new terms and conditions as a pre-condition to switching his or her voice service provider. As noted above, the proposal states that "BellSouth.net will contact the end user . . . [and] will discuss the terms and conditions of the transfer with the end user."

24. Supra submits that the above stated BellSouth conditions are "additional barriers" that the Commission expressly forbade BellSouth to maintain. For example, the consumer will be required to accept the following pre-conditions: (1) to pay a higher rate to maintain his or her FastAccess service, (2) to possess a credit card (failure to possess a credit card will disqualify the consumer, preventing the consumer from switching) and then provide that credit card number to BellSouth for billing purposes, and (3) that BellSouth will downgrade the quality of the service.

25. BellSouth's additional requirements of higher rates, credit cards and inferior service quality, along with a contact - seeking approval of these onerous pre-conditions - with the end user prior to BellSouth permitting the consumer to switch, Supra submits is not consistent with this Commission's decision (1) that "a customer's Internet access service would not be altered when the customer switched voice providers" and (2) that there "shall be a seamless transition for a customer changing voice service from BellSouth." FDN Recon Order at pgs. 5-6.

26. BellSouth's proposal further states: that "if the end user does accept the terms and conditions [e.g. rate changes, billing changes, data only] BellSouth.net will obtain the appropriate billing information from the end user." "At this time an order will be placed by BellSouth.net to have the appropriate line installed at the end user location." See Exhibit A, pg. 2. (Emphasis added).

27. The above emphasized language is BellSouth's pre-condition that no consumer, with FastAccess, will be permitted to switch voice providers unless he or she has first obtained a second "line installed at the end user location." Supra submits that this pre-condition is inconsistent with

Commission Order No. PSC-02-0878-FOF-TP issued on July 1, 2002, as so clarified in Commission Order No. PSC-02-1453-FOF-TP issued on October 21, 2002.

28. On November 2, 2002, David A. Nilson, Supra Vice-President, Technology, sent a letter to Shamron Wilder (BellSouth). In this letter, Mr. Nilson states that BellSouth's proposal is inconsistent with Commission Order No. PSC-02-1453-FOF-TP and as such the proposal is rejected. *See* November 2, 2002 Letter attached hereto as **Exhibit B**.

29. Thereafter, Shamron Wilder (BellSouth) sent Supra a second letter dated November 22, 2002. *See* Letter attached hereto as **Exhibit C**. In this letter, BellSouth sets forth new additional conditions for a customer who wishes to switch his local voice provider along with many of the same conditions outlined in its August 26, 2002 Letter.

30. One new pre-condition is the following: "BellSouth shall have no obligation to provide FastAccess to a Supra end user if such end user did not have FastAccess for at least 60 days prior to the time Supra submits the LSR to convert voice to Supra." *See* Exhibit C, pg. 2.

31. Supra submits that the Commission's Orders never contemplated any such 60-day minimum requirement.

32. A second new additional barrier is a modification to BellSouth's initial pre-condition which mandated a rate increase for the consumer to retain the FastAccess service. *See* Exhibit A.

33. Under the November 22<sup>nd</sup> proposal, BellSouth now couches the rate increase in terms of a BellSouth discount. Specifically, BellSouth proposes that the "end user will no longer be eligible for any discounts on FastAccess associated with the purchase of other BellSouth products."

34. BellSouth currently provides a \$10 discount for FastAccess for customers that also subscribe to BellSouth's local voice service.

35. Supra submits that the cost of FastAccess service for customers who switch their local service from BellSouth to Supra will increase in the amount of \$10.

36. Supra submits that these new pre-conditions (e.g. 60-days minimum requirement and increased rates) create new additional barriers and are inconsistent with this Commission decision in Order No. PSC-02-0878-FOF-TP as clarified by Order No. PSC-02-1453-FOF-TP in which this Commission wrote: “BellSouth’s migration of its FastAccess Internet Service to an FDN [and Supra] customer **shall be a seamless transition** for a customer changing voice service from BellSouth to FDN **in a manner that does not create an additional barrier** to entry into the local voice market.” (Emphasis added).

37. Supra submits that the entire November 22, 2002 Letter and its attached proposal is in direct violation of Commission Order No. PSC-02-0878-FOF-TP as so clarified by Commission Order No. PSC-02-1453-FOF-TP.

38. As noted earlier herein, Commission Order No. PSC-02-1453-FOF-TP specifically rejected BellSouth’s request for clarification. In particular, BellSouth asked this Commission to “clarify that BellSouth is not required to provide FastAccess service over a UNE loop, but instead BellSouth may provide that service over a new loop that it installs to serve the end user’s premises.” Id. at pg. 5.

39. Commission Order No. PSC-02-1453-FOF-TP was issued on October 21, 2002.

40. BellSouth sent Supra a letter dated November 22, 2002 [*See Exhibit C*] in which BellSouth proposed to Supra the very BellSouth policy that **this Commission had rejected** thirty-two (32) days earlier.

41. Supra submits that the November 22, 2002 Letter demonstrates that BellSouth's violation of Order No. PSC-02-0878-FOF-TP as so clarified by Commission Order No. PSC-02-1453-FOF-TP is intentional and willful.

42. On November 27, 2002, Supra sent BellSouth a response to BellSouth's November 22<sup>nd</sup> Letter. *See* Letter attached hereto as **Exhibit D**. Supra noted in its response that BellSouth's proposal was again inconsistent with prior Commission Orders and was therefore rejected.

43. Acting in good-faith and in an attempt to resolve this matter amicably, Supra attached a proposal to its November 27<sup>th</sup> response outlining inherent problems with BellSouth's proposal and offering a different approach that Supra believed was consistent with the letter and spirit of the Commission's Orders.

44. In reply, BellSouth sent to Supra a letter dated December 2, 2002. *See* Letter attached hereto as **Exhibit E**. In this December 2<sup>nd</sup> letter, BellSouth rejects Supra's November 27<sup>th</sup> proposal in its entirety.

45. As noted earlier herein, the BellSouth November 22<sup>nd</sup> proposal requires the consumer to obtain a second line, among other onerous pre-conditions. This proposal was explicitly rejected by this Commission in Order No. PSC-02-1453-FOF-TP issued on October 21, 2002.

46. Despite this explicit rejection, BellSouth's Shamron Wilder wrote the following in her December 2<sup>nd</sup> Letter: "The policy I sent you [November 22<sup>nd</sup>] is the one BellSouth has offered to FDN in accordance with the FDN order that you referenced in your letter." The FDN Order referenced in Supra's November 27<sup>th</sup> Letter was Order No. PSC-02-1453-FOF-TP issued on October 21, 2002 – thirty-two (32) days prior to BellSouth's letter.

47. BellSouth's policy and proposal of providing Stand-alone FastAccess DSL service is contrary to this Commission's Orders.

48. Supra submits that this December 2<sup>nd</sup> Letter further demonstrates an intentional and willful violation on the part of BellSouth of Commission Order No. PSC-02-0878-FOF-TP as so clarified by Order No. PSC-02-1453-FOF-TP.

49. Further negotiation with BellSouth over the proper implementation of this Commission's Orders became futile in light of BellSouth's next line: "To the extent Supra places orders for UNE-P lines where the end user wants to retain the FastAccess service, this is the process BellSouth will use." See Exhibit E. (Emphasis added).

50. As a result of BellSouth's willful and intentional failure to abide by Commission Order No. PSC-02-0878-FOF-TP as so clarified by Order No. PSC-02-1453-FOF-TP, Supra has been forced to seek relief from this Commission.

51. The primary purpose of this Complaint is to evaluate whether BellSouth violated Commission orders and Florida Statutes and whether to impose a penalty therefore.

52. Pursuant to Rule 25-22.036(3)(b)(4), Florida Administrative Code, Supra respectfully requests that this Commission order BellSouth to immediately comply with Commission Order No. PSC-02-0878-FOF-TP as so clarified by Order No. PSC-02-1453-FOF-TP.

53. Pursuant to Section 364.285(1), Florida Statutes, Supra respectfully requests that this Commission impose a penalty of Twenty-Five Thousand (\$25,000.00) Dollars for each day that BellSouth refused to comply with the Commission's orders.

54. Pursuant to Section 364.285(1), Florida Statutes, Supra also respectfully requests that this Commission suspend or revoke any certificate(s) BellSouth must maintain in order to operate in the State of Florida.

WHEREFORE, Supra respectfully requests that this Commission enter an order against BellSouth as follows:

- 1.) Ordering BellSouth to comply with this Commission's Orders and the parties Present Interconnection Agreement;
- 2.) Ordering BellSouth to pay penalties for violating this Commission's Orders, Commission Rules, and Chapter 364, Florida Statutes and for its continued anticompetitive behavior resulting in a barrier to competition; and
- 3.) For all other relief deemed appropriate under the law.

RESPECTFULLY SUBMITTED this 18<sup>th</sup> day of December, 2002.

SUPRA TELCOMMUNICATIONS &  
INFORMATION SYSTEMS, INC.  
2620 S.W. 27<sup>th</sup> Ave.  
Miami, Florida 33133  
Telephone: 305.476.4252  
Facsimile: 305.443.9516

By:   
Jorge L. Cruz-Bustillo,  
Florida Bar No. 0976441

BellSouth Telecommunications, Inc.  
600 North 19th Street  
8th Floor  
Birmingham, AL 35203

August 26, 2002

Mr. David Nilson  
Chief Technology Officer  
Supra Telecommunications  
2620 SW 27<sup>th</sup> Avenue  
Miami, Florida 33133

Dear David:

This is to advise Supra Telecommunications (Supra) that BellSouth will offer stand-alone FastAccess<sup>®</sup> service to BellSouth<sup>®</sup> FastAccess<sup>®</sup> DSL end users in Florida who are converting their voice service to Supra where Supra will utilize an Unbundled Network Element-Platform (UNE-P) service. The stand-alone FastAccess service will be available on September 4, 2002.

The stand-alone FastAccess service offering is being made available pursuant to the Florida Public Service Commission's Order in Docket No. 001305-TP and the terms and conditions of the new contract between BellSouth and Supra.

Please refer to the attached document, which covers the process for Supra to use to determine if the end user has FastAccess service. The document also explains the actions to be taken by BellSouth and Supra for the conversion to stand-alone FastAccess service

This service offering will be available for future UNE-P conversion requests; however, it is not available for existing Supra UNE-P customers.

If you should have further questions, after reviewing the process, please do not hesitate to call me at 205 321-4939.

Sincerely,



Shamron Wilder  
BellSouth Interconnection Sales

Attachment

Exhibit - A

**Stand Alone FastAccess®**

<p>Supra submits initial Local Service Request (LSR)</p>	<p>If DSL is present on the telephone line the LSR will be clarified: The process remains as it is today. If the end user desires to disconnect the ADL++ USOC, SUPRA will call the LCSC to have the USOC removed. Once this process is mechanized, SUPRA will re-submit the LSR with an incremented Version Number and the LSR will be processed and the ADL++ USOC will be stripped.</p>
	<p>SUPRA will send a spreadsheet (SEE ATTACHED) twice weekly on Monday and Wednesday of all clarified LSRs for the ADL++ USOC to <a href="mailto:johanna.kornhauser@bellsouth.com">johanna.kornhauser@bellsouth.com</a>, Tel. No. 404 927-8477.</p>
	<p>BellSouth Wholesale Broadband will determine which lines are FastAccess and submit the FastAccess to BellSouth.net for customer contact. SUPRA will be advised which lines are not FastAccess.</p>
<p>SUPRA will need to determine with the end user the disposition of the ADL++ that is determined not to be FastAccess. Non FastAccess USOCs with ADL++ will not be allowed with a transfer to UNE-P service.</p>	
	<p>BellSouth.net will contact the end user concerning the lines that are determined to have FastAccess. BellSouth.net will discuss the terms and conditions of the transfer with the end user. These Terms and Conditions will include:  <b>RATE CHANGES:</b>          \$54.95 for Residence          \$89.95 for Business          \$129.95 Business Static IP          \$209.95 Business Speed          \$229.95 Business Speed 768   <b>BILLING CHANGES:</b> The end user will be required to provide a credit card for billing the FastAccess.   <b>DATA ONLY:</b> The FastAccess service will provide data only with no fax capability and no back up dialing capability.          The end user will be requested to accept these terms and conditions.</p>
<p>SUPRA will be notified of the end user decision: All information on the spreadsheet will be returned to, David Nilson at <a href="mailto:dnilson@stis.com">dnilson@stis.com</a>, Tel No. 305 476-4202</p>	
<p>If the end user does not accept the terms and conditions, SUPRA will be advised to call the LCSC to have the ADL++ USOC removed or submit a SUP to cancel the original LSR.</p>	<p>If the end user does accept the terms and conditions, BellSouth.net will obtain the appropriate billing information from the end user. At this time an order will be placed by BellSouth.net to have the appropriate line installed at the end user location.</p>



	Once the appropriate line is installed, the BellSouth.net group will issue an order to move the FastAccess to the new line for data only.
	A BellSouth DSL technician will be dispatched to install 1 jack at the modem for the new FastAccess. (NO other inside wiring will be included in this transfer) Any additional wiring requested by the end user will be done at the availability of the technician's time and will be billed to the end user at the appropriate Time and Materials charges.
	Once FastAccess is working on the new line, the FastAccess on the existing line will be disconnected.
SUPRA will be advised when this work is complete. SUPRA will at that time re-submit the original LSR for conversion to UNE-P. (If this is done before notification of completion, the LSR will re-clarify. (Once the process is mechanized, the existing ADL++ USOC will be stripped and the DSL service will be taken down.)	
SUPRA must change the due date on the LSR requesting the conversion to UNE-P to indicate the appropriate due date interval. The Loop order will be processed as it is today.	





V.P. Technology  
2620 SW 27<sup>th</sup> Avenue  
Miami, FL 33133-3001  
Phone: (305) 476-4202  
Fax: (305) 443-1078

November 2, 2002

**Via Facsimile and Federal Express**

Shamron Wilder  
BellSouth-Interconnection Sales  
BellSouth Telecommunications, Inc. -  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> Floor  
Birmingham, AL 35203

Re: Stand-alone FastAccess Service

Shamron:

In accordance with the October 21, 2002 PSC Order, Order No. PSC-02-1453-FOF-TP, in Docket No. 010098-TP, BellSouth's offer of stand-alone FastAccess service as contained in your letter dated August 26, 2002 is unacceptable. This offer is inconsistent with this Order and is rejected. Please provide Supra an acceptable offer of stand-alone FastAccess service consistent with the above referenced order which does not involve undue delay in provisioning Supra LSRs, disconnection and reconnection of existing services, changed services, service disruptions, unjust winback opportunities, increased price, or separate loops as contained in BellSouth's previous proposal.

Sincerely,



David A. Nilson  
V.P. Technology



**BellSouth Interconnection Services**  
600 North 19<sup>th</sup> Street  
8<sup>th</sup> Floor  
Birmingham, AL 35203  
205-321-2083  
Fax 205-321-4756

November 22, 2002

**Mr. David Nilson**  
Chief Technology Officer  
Supra Telecommunications  
2620 SW 27<sup>th</sup> Avenue  
Miami, Florida 33133

**Re: Stand-alone BellSouth® FastAccess® DSL Service**

Dear Dave:

This is in response to your November 2, 2002 letter regarding BellSouth's stand-alone FastAccess service. While I disagree that the process for provisioning stand-alone FastAccess is inconsistent with the Order referenced in your letter, and while I further disagree with your characterization of BellSouth's processes for stand-alone FastAccess, BellSouth is continuing to make changes and improvements to that process. As you know, at the time Supra's interconnection agreement was signed, BellSouth was developing the capability to continue to provide FastAccess over Supra's UNE-P lines, but the process had not yet been finalized.

Attached is an updated process for the provision of FastAccess over Supra's UNE-P lines. This process mirrors the process BellSouth is offering to FDN in connection with the Florida Public Service Commission Docket you referenced in your letter. To the extent BellSouth modifies the process further for FDN in connection with that Docket, I will notify you of any changes.

Very truly yours,

A handwritten signature in cursive script that reads "Shamron Wilder".

Shamron Wilder

Attachment

### Stand Alone FastAccess®

<p>Supra submits initial Local Service Request (LSR)</p>	<p>If DSL is present on the telephone line the LSR will be clarified: The process remains as it is today. If the end user desires to disconnect the ADL++ USOC, SUPRA will call the LCSC to have the USOC removed. Once this process is mechanized, SUPRA will re-submit the LSR with an incremented Version Number and the LSR will be processed and the ADL++ USOC will be stripped.</p>
	<p>SUPRA will determine which end users with DSL have BellSouth's FastAccess.</p>
	<p>Supra will send a list of end of users with FastAccess to a mutually agreed upon SPOC (Single Point of Contact) within BellSouth Internet Services.</p>
<p>SUPRA will need to determine with the end user the disposition of the ADL++ that is determined not to be FastAccess. Non FastAccess USOCs with ADL++ will not be allowed with a transfer to UNE-P service, and these end users will lose their DSL service if the conversion process is continued.</p>	
	<p>If the end user does have FastAccess, Supra shall forward to BellSouth, pursuant to a process to be mutually agreed upon by the parties, end user information that will be necessary for BellSouth to perform its obligations to continue to provide FastAccess to the end user.</p>
	<p>BellSouth may satisfy its obligation to continue to provide FastAccess by providing FastAccess on a BellSouth owned and maintained loop that is separate and distinct from the Supra UNE-P line. BellSouth may also satisfy its obligation to continue to provide FastAccess by continuing to provide FastAccess on the original line and provisioning a new UNE-P line for the Supra voice service.</p> <p>However, if BellSouth elects to continue to provide FastAccess by providing FastAccess on the Supra UNE-P line, Supra shall make available to BellSouth at no charge the high frequency spectrum on the UNE-P for the purposes of providing the underlying DSL transport.</p>
	<p>In the event BellSouth elects to satisfy its obligation by providing a second loop and a second facility is not available for Standalone FastAccess, then BellSouth shall be relieved of its obligation to continue to provide FastAccess.</p>
	<p>BellSouth shall have no obligation to provide FastAccess to a Supra end user if such end user did not have FastAccess for at least 60 days prior to the time Supra submits the LSR to convert voice to Supra.</p>
	<p>BellSouth shall have no obligation to provide FastAccess to a Supra end user if the end user had</p>

	<p><b>FastAccess at the time of conversion of its voice service to Supra, elected at the time of conversion or later not to have FastAccess, and thereafter requests to obtain FastAccess from BellSouth.</b></p>
	<p><b>BellSouth will not be required to continue to provide FastAccess to an end user who fails to pay all charges associated with FastAccess or otherwise fails to comply with the Service Agreement or Acceptable Use Policies for FastAccess.</b></p>
	<p><b>BellSouth.net will contact the end user concerning the lines that are determined to have FastAccess. BellSouth.net will discuss the terms and conditions of the transfer with the end user. These Terms and Conditions will include:</b></p> <p><b>BILLING CHANGES:</b> The end user will be required to provide a credit card for billing the FastAccess. If the end user is unable to provide acceptable credit card information, BellSouth is relieved of the obligation of continuing to provide FastAccess</p> <p><b>DISCOUNTS:</b> End user will no longer be eligible for any discounts on FastAccess associated with the purchase of other BellSouth products (such as the Complete Choice discount).</p> <p><b>DATA ONLY:</b> The FastAccess service will provide data only with no fax capability and no back up dialing capability.</p> <p>The end user will be requested to accept these terms and conditions. If the end user does not accept any of these terms and conditions, then BellSouth shall be relieved of its obligation to provide FastAccess to the end user.</p>
<p><b>SUPRA will be notified of the end user decision: All information on the spreadsheet will be returned to, David Nilson at <a href="mailto:dnilson@stia.com">dnilson@stia.com</a>, Tel No. 305 476-4202, or previously agreed upon Supra single point of contact (SPOC)</b></p>	
<p><b>If the end user does not accept the terms and conditions, SUPRA will be advised to call the LCSC to have the ADL++ USOC removed or submit a SUP to cancel the original LSR.</b></p>	<p><b>If the end user does accept the terms and conditions, BellSouth.net will obtain the appropriate billing information from the end user. At this time an order will be placed by BellSouth.net to have the appropriate line installed at the end user location.</b></p>
<p><b>Both parties, Supra and BellSouth, acknowledge that there may be momentary disruptions of FastAccess when an end user changes voice service to Supra.</b></p>	
<p><b>BellSouth shall not be obligated to pay any SEEMs penalties for any delays in provisioning of a Supra UNE-P resulting from BellSouth's performance of its obligations to continue to provide Standalone FastAccess.</b></p>	

<p>After receipt of contact information from Supra, BellSouth shall have three days to make the election as to which line FastAccess service will be provisioned on and to notify Supra of that election. If BellSouth contacts the end user during this process, BellSouth may do so only to validate the end user's current and future FastAccess services and facilities. During such contact, BellSouth will not engage in any winback or retention efforts, and BellSouth will refer the end user to Supra to answer any questions regarding the end user's Supra services.</p>	<p>Assuming the FastAccess is moved to a second line: Once the appropriate line is installed, the BellSouth.net group will issue an order to move the FastAccess to the new line for data only.</p>
	<p>A BellSouth DSL technician will be dispatched to install 1 jack at the modem for the new FastAccess. (NO other inside wiring will be included in this transfer). Any additional wiring requested by the end user will be done at the availability of the technician's time and will be billed to the end user at the appropriate Time and Materials charges.</p>
	<p>Once FastAccess is working on the new line, the FastAccess on the existing line will be disconnected.</p>
<p>SUPRA will be advised when this work is complete. SUPRA will at that time re-submit the original LSR for conversion to UNE-P. (If this is done before notification of completion, the LSR will re-clarify. (Once the process is mechanized, the existing ADL++ USOC will be stripped and the DSL service will be taken down.)</p>	
<p>SUPRA must change the due date on the LSR requesting the conversion to UNE-P to indicate the appropriate due date interval. The Loop order will be processed as it is today.</p>	
<p>Supra and BellSouth agree that after the initial 90 days (and every 90 days thereafter) of provisioning FastAccess service in accordance with this process, Supra and BellSouth will meet to discuss and negotiate in good faith any means for improving and streamlining the provisioning process.</p>	



V.P. Technology  
2620 SW 27<sup>th</sup> Avenue  
Miami, FL 33133-3001  
Phone: (305) 476-4202  
Fax: (305) 443-1078

November 27, 2002

**Via Facsimile and Federal Express**

Shamron Wilder  
BellSouth Interconnection Sales  
BellSouth Telecommunications, Inc.  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> Floor  
Birmingham, AL 35203

Re: Stand-alone FastAccess Service

Shamron:

Please consider this in response to the Stand-alone FastAccess Service proposal attached to your letter dated November 22, 2002. After reviewing BellSouth's new proposal, Supra again believes that once again, BellSouth's proposal is inconsistent with the FPSC's Order No. PSC-02-1453-FOF-TP dated October 21, 2002 PSC Order in Docket No. 010098-TP.

As the Commission stated on page 5 of this Order, "we believe our decision envisioned that a FastAccess customer's Internet access service would not be altered when the customer switched voice providers". Also, "we believe that the provision of the FastAccess should not impose an additional charge to the customer." The Commission went on to state on page 6 that "we clarify that BellSouth's migration of its Fast Access Internet Service to a [Supra] customer shall be a seamless transition for a customer changing voice service from BellSouth to [Supra] in a manner that does not create an additional barrier to entry into the local voice market."

The following represents just a few of Supra's problems with BellSouth's new proposal:

- 1.) BellSouth proposes to provision FastAccess on a separate and distinct loop from Supra's UNE-P line or that it be allowed to provision a new UNE-P line for the Supra voice service. This is the exact issue, which BellSouth was denied on in its Motion for Reconsideration. This is unacceptable and led to the FPSC ordering a "seamless transition".



- 2.) BellSouth proposes that it have no obligation to continue to provide FastAccess if the end user did not have FastAccess for at least 60 days. This additional requirement was neither contemplated nor approved by the FPSC. To the contrary, this creates an additional barrier to entry into the local voice market which the FPSC expressly prohibited. Furthermore, this is explicitly contrary to BellSouth testimony provided before the FPSC in Docket 001305-TP in which BellSouth represented a change could be made immediately after the DSL was provisioned.
- 3.) BellSouth proposes that the customer's FastAccess service will be altered to restrict the service to data only, with no fax capability and no back up dialing capability. This clearly is an alteration which the FPSC expressly prohibited.
- 4.) BellSouth proposes that the end user will no longer be eligible for any discounts on FastAccess associated with the purchase of other BellSouth products. This is clearly BellSouth's attempt to charge a lower price to its own voice customers in an effort to circumvent the FPSC's language of prohibiting the imposition of an additional charge. This is simply the flipside of BellSouth's previous proposal which included a \$10 rate increase for Supra customers.

As such, this offer is again rejected due to its non-compliance with the FPSC orders, and Supra hereby proposes BellSouth offer the attached acceptable offering which is consistent with the letter and spirit of the FPSC's orders.

Sincerely,



David A. Nilson  
V.P. Technology

### Stand Alone FastAccess

Supra submits initial Local Service Request (LSR)	If DSL is present on the telephone line the LSR will be investigated. BellSouth will determine which end users have BellSouth's retail FastAccess.
BellSouth will make seamless conversion of voice customers with BellSouth FastAccess wholesale product.	Non BellSouth FastAccess USOCs (with ADL++) will be automatically transferred to UNE-P service, and these end users will seamlessly maintain such service from the current DSL provider.
BellSouth will make seamless conversion of voice customers with BellSouth FastAccess retail product.	If DSL is present on the telephone line the LSR WILL NOT be clarified.
Rates, terms and conditions will not change due to conversion.	If the end user has FastAccess, BellSouth shall continue to provide FastAccess on the Supra UNE-P line at the same rates, terms and conditions with the same capabilities.
Supra may disconnect DSL service	If the end user desires to disconnect the ADL++ USOC, Supra will call the LCSC to have the USOC removed. Once this process is mechanized, Supra will submit the LSR with an incremented Version Number and the LSR will be processed and the ADL++ USOC will be stripped.
BellSouth may disconnect DSL service	If the end user of BellSouth desires to disconnect the ADL++ USOC, BellSouth will submit the necessary service orders and update the customer service record. Supra will not be charged for activities relating to this activity
Both parties, Supra and BellSouth, acknowledge that there may be momentary disruptions of FastAccess when an end user changes voice service to Supra.	
BellSouth shall not be obligated to pay any SEEMs penalties for any reasonable delays in provisioning of a Supra UNE-P resulting from BellSouth's performance of its obligations to provide FastAccess	
Supra and BellSouth agree that after the initial 90 days (and every 90 days thereafter) of provisioning FastAccess service in accordance with this process, Supra and BellSouth will	

meet to discuss and negotiate in good faith any means for improving and streamlining the provisioning process.





BellSouth Interconnection Services  
600 North 19<sup>th</sup> Street  
8<sup>th</sup> Floor  
Birmingham, AL 35203  
205-321-2083  
Fax 205-321-4756

December 2, 2002

Mr. David Nilson  
Chief Technology Officer  
Supra Telecommunications  
2620 SW 27<sup>th</sup> Avenue  
Miami, Florida 33133

Re: Stand-alone BellSouth® FastAccess® DSL Service

Dear David:

This is in response to your November 27, 2002 letter regarding BellSouth's stand-alone FastAccess service. I still disagree with your assertion that the process for provisioning stand-alone FastAccess is inconsistent with the Order referenced in your letter. In my last response to you November 22, 2002, I provided the updated process for the provisioning of FastAccess over Supra's UNE-P lines. The policy I sent you is the one BellSouth has offered to FDN in accordance with the FDN order that you referenced in your letter. To the extent Supra places orders for UNE-P lines where the end user wants to retain the FastAccess service, this is the process BellSouth will use. However, when the Commission rules on the best and final language submitted by BellSouth and FDN regarding this issue, we will conform the process, if necessary, to comply with that ruling, and we will notify Supra of those changes.

Sincerely,

A handwritten signature in cursive script that reads "Shamron Wilder".

Shamron Wilder