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January 28, 2004

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

COMMISSION  
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**RE: Docket No. 030851-TP -  
SUPRA'S SURREBUTTAL TESTIMONY OF DAVID A. NILSON**

Dear Mrs. Bayo:

Enclosed is the original and fifteen (15) copies of Supra Telecommunications and Information Systems, Inc.'s (Supra) Surrebuttal Testimony of David A. Nilson to be filed in the 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,

Jorge Cruz-Bustillo  
Assistant General Counsel

RECEIVED & FILED

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**Docket No. 030851-TP**

**I HEREBY CERTIFY** that a true and correct copy of the following was served via e-mail, Hand Delivery, and/or U.S. Mail this 28<sup>th</sup> day of January 2004 to the following:

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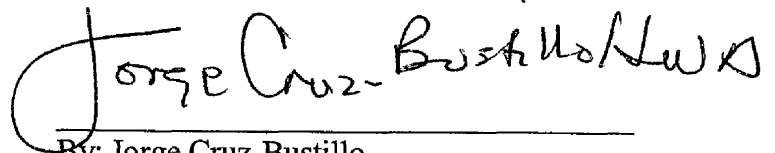
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By: Jorge Cruz-Bustillo

1 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

2 SUREBUTTAL TESTIMONY OF DAVID A. NILSON

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET 030851-TP

5 JANUARY 28, 2004

6  
7 **I. INTRODUCTION AND SUMMARY OF TESTIMONY**  
8  
9

10  
11 **Q PLEASE STATE YOUR NAME AND ADDRESS**

12 A. My name is David A. Nilson. My address is 2620 SW 27<sup>th</sup> Avenue, Miami, Florida  
13 33133.

14  
15 **Q BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?**

16 A. I am the Chief Technology Officer of Supra Telecommunications and Information  
17 Systems, Inc. ("Supra").

18  
19 **Q ARE YOU THE SAME DAVID A. NILSON WHO FILED REBUTTAL TESTIMONY**  
20 **IN THIS DOCKET?**

21 I am.  
22  
23

24 **Q WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

25 A. The purpose of my testimony is to rebut the testimony of **Mr. K Ainsworth, Mr. John**  
26 **Ruscilli, and Mr. Wayne Gray.**

1 **Q: MR. AINSWORTH TESTIFIES THAT GO AHEAD NOTIFICATIONS ARE**  
2 **COMPLETED, ON AVERAGE, IN LESS THAN (2) MINUTES FOR COORDINATED**  
3 **CUTS. WHAT IS WRONG WITH THAT?**

4 A. Like most of Mr. Ainsworth's replies, it is designed to cast Bellsouth's performance in a  
5 good light while obfuscating the underlying issue. Notwithstanding Supra's complaint before  
6 the FCC that Bellsouth's act of **actually charging** these rates in a UNE-P to UNE-L conversion  
7 constitutes improper recovery of avoided costs, the benefits of an SL2 conversion are loss on  
8 mass market residential customers, and Bellsouth's performance on SL1 cutover notifications  
9 can lag as much as two days.

10 This commission, in order 01-2051-TP established different non-recurring rates for SL1  
11 (\$49.57) and SL2 (\$135.75). Stripping away the rhetoric, the difference in real world benefits,  
12 and the cost studies filed with this commission in the generic UNE docket 990649A-TP both  
13 agree – the predominant benefit of the SL2 process is the compressed time schedule of the  
14 customer, **and the notification process**. In essence, in a coordinated cutover of an SL2 loop, the  
15 CLEC is paying most of the \$ 86.18 additional cost for the notification itself. In fact the cost  
16 studies filed by BellSouth for the NRC shows the only new activity between SL1 and SL2 is the  
17 notification (Labor grade 4N4X for notification)<sup>1</sup>.

18 Yet Supra data (Exhibit Supra Exhibit # DAN-RT-1 shows that BellSouth's performance  
19 on SL1 loops is much poorer than what Mr. Ainsworth states is the coordinated timeframe. The  
20 import is clear – pay more, three times more in fact, and BellSouth will then do the job right.  
21 No where does Mr. Ainsworth address **any** timeframes regarding SL1 conversions of residential  
22 POTS customers, the bulk of Supra's business and **clearly** the largest component of the customer

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<sup>1</sup> In addition to increased Connect and test work times.  
BEFORE THE FPSC -- SUREBUTTAL TESTIMONY OF  
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1 base for “mass market” unbundled local switching. This same thought will be discussed further  
2 in my testimony regarding Mr. Ainsworth’s testimony regarding IDLC conversions.

3 Non recurring costs to convert UNE-P to UNE-L are being used as a barrier to entry. If a  
4 CLEC is making \$10 per line profit, an SL1 conversion from UNE-P<sup>2</sup> takes 5 months to recover  
5 before the customer begins to contribute to the profitability of the company. For SL2 loop, over  
6 a year before the break even point, **on the conversion of existing, profitable UNE-P service.**

7 To credibly make a finding of no impairment

8

9 **Q ON PAGE 4 LINES 17-19 MR. AINSWORTH TAKES EXCEPTION TOI MR.**

10 **STAHLY’S TESTIMONY THAT BELLSOUTH IS WILLING TO COMMIT TO “GO**

11 **AHEAD” NOTIFICATIONS EVERY COUPLE OF HOURS.” IS MR.**

12 **AINSWORTHS TESIMONY CREDIBLE?**

13 A. No. First of all Mr. Ainsworth is quotes policy, not reality. Second he addresses only  
14 coordinated conversions where a premium price is being paid, generally on a high revenue  
15 business line, to ensure timely notification. Third, Mr. Ainsworth does not address the  
16 performance of Bellsouth in real “mass market “ conversion, i.e. SL1 conversion for residential  
17 POTS customers.

18 In the cases where the go ahead notification comes several days late, it is disingenuous to talk  
19 of the “two minute” notification interval as if that were the type of conversion most often ordered  
20 by a CLEC. It is not and BellSouth’s records show that. In these cases the customer has the  
21 ability to make calls, but no ability to receive any so that until an issue arises of a missed call, the  
22 customer has no reason to notify Supra of a problem. Supra, likewise, has no indication that the

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<sup>2</sup> According to BellSouth’s interpretation of 990649 orders.  
BEFORE THE FPSC -- SUREBUTTAL TESTIMONY OF  
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1 conversion too place, as the go-ahead notice, late as it often is, actually leads the updating of  
2 other CLEC OSS such as the CLEC Service Order Tacking System (“CSOTS”).

3 If BellSouth is confident in its ability to make notifications within 2 minutes of a hot cut,  
4 this Commission should set that, or a reasonable extension of that as a mandated notification  
5 interval for any and all conversions, and set SEEMS penalties for non-compliance. I strongly  
6 believe that should this Commission make such a move, Bellsouth’s testimony regarding their  
7 ability to make timely notifications will suddenly change in opposition making it possible to  
8 divine the truth of this matter.

9

10 **Q WHY ARE TIMELY GO AHEAD NOTIFICATION IMPORTANT?**

11 A. After the UNE-P local switching is disconnected and the loop connected to the CLEC  
12 switch, all other steps being performed properly, the customer can make a telephone call, but  
13 cannot receive one, as incoming calls are still being directed to the Bellsouth switch by the SS7  
14 network and the LNP process.

15 Once the go ahead is received the pending LNP port, which both the CLEC and ILEC have  
16 already electronically “signed off on”, can be activated by the CLEC. However if the go ahead  
17 notice is not sent, then most often the ILEC portion of the LNP process is not signed off on  
18 either. So the CLEC lacks information that the cut occurred, and once notified by a customer  
19 complaint, still cannot activate the port until the ILEC signs off and send the go ahead notice. If  
20 the ILEC fails to act, the customer is left without incoming service until they do.<sup>3</sup>

21

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<sup>3</sup> This final step, the activation, is documented in Mr. Ainsworth testimony at page 6. However the pre-cursor steps are not included in his dissertation.

1 Q IS MR. AINSWORTH CONSITENT IN HIS TESTIMONY REGARDING  
2 BELLSOUTHS CAPACITY TO PERFORM CONVERSION TO UNE-L?

3 A. Not at all. In numerous places Mr. Ainsworth defends Bellsouth's ability to support large  
4 conversion volumes<sup>4, 5, 6</sup>, yet he contradicts this statement in almost as many other places.

5 On page 5 lines 5&6, Mr. Ainsworth makes apologies for Bellsouth's technicians not  
6 being able to timely close out a work order enabling CLEC notification to start the LNP process  
7 as "Based on the volumes being converted, it is not always efficient for the technician to close  
8 his work after each conversion."

9 Yet Mr. Ainsworth refers to the BellSouth imposed limit of 125 loops per day per office  
10 in praise of Bellsouth's capacity.<sup>7</sup> Yet these small numbers are not being achieved. On pg 15 at  
11 line 20 pg 16 line6 Mr. Ainsworth testifies that BellSouth **allowed** 655 orders, 264 in one office  
12 to be scheduled on a single day. The BellSouth controls how many orders it can handle per day<sup>8</sup>,  
13 not the CLEC.

14 Mr. Ainsworth at page 15, lines 1-18 praises BellSouth's ability "...to move large  
15 quantities of customers from BellSouth's switches to a CLEC's switches in a single day." Yet  
16 just following that he defines this "large quantizes" to be exactly 263 lines. Surely Bellsouth  
17 retail division does not consider this to be a "large" quantity. Operating as a UNE-P provider,  
18 Supra has on numerous occasions converted over 3,000 line **per day** from BellSouth to UNE-P.  
19 Likewise, these customers are not spread equally across the state so dividing by the number of  
20 wire centers yields a disproportionately low estimation that **should not** be used in this

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4 Page 15, lines 1-8.

5 Page 30, lines 1-11

6 Page 32, lines 1-14.

7 Supra had requested the ability to order up to 300 lines per office peer day, a volume BellSouth refused stating they did not have the capacity to support it at a March 5, 2003 intra-company meeting.

8 Ainsworth Rebuttal page 8 line 23- page9 line 5, and page 9, lines 18-19.

BEFORE THE FPSC -- SUREBUTTAL TESTIMONY OF

DAVID A. NILSON

ON BEHALF OF SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.

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1 proceeding. It is a plain fact that 49 BellSouth wire centers, a mere 22% of the total offices serve  
2 66% of the Bellsouth customers in Florida.<sup>9</sup>

3 Looking at the same "large quantities" issue from Supra's perspective, in order to  
4 convert all of Supra's customers in that one office<sup>10</sup>, BellSouth would have to be able to cut 264  
5 lines a day, day in and day out for nearly 75, days, nearly six months. There is no demonstrated  
6 ability to sustain that many conversions per day, in a single office, much less the many offices  
7 that will be needing to be converted simultaneously. Furthermore, Mr. Ainsworth does not  
8 address BellSouth's ability to **sustain** such a peak rate for the six months it will take to converts  
9 Supra's customer base alone in that office, much less the two year period Bellsouth claims they  
10 will have to make the conversion for all CLECS in that same office.

11 And therein lies the problem with BellSouth's predictions. They are based on small  
12 CLEC volumes. Everything BellSouth does, or creates for the CLEC industry is predicated on  
13 the assumption that no CLEC will ever be able to garner more than a few percentage points of  
14 what was BellSouth's 1996 customer base. When a CLEC is actually successful, the processes,  
15 procedures and systems breakdown<sup>11</sup>. What we should be discussing in terms of capacity is  
16 BellSouth's ability to service its own customer base. Strangely such testimony was not  
17 presented.

18

19 **Conclusion**

20 **Q. What are your findings and recommendations?**

21 **A. I find that CLECs are still impaired from providing local service to mass market**

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<sup>9</sup> Fall 1999 BellSouth OMNI database is the source. Similar findings can be seen in the current filings before this commission.

<sup>10</sup> Perrine.

<sup>11</sup> As was seen with LENS, once BellSouth actually allowed CLECs to order UNE\_P service in the summer – fall of 2001.

1 customers without access to unbundled local switching from the ILEC. Accordingly, the  
2 FPSC should order the ILECs to continue offering mass market unbundled local  
3 switching.

4  
5 **Q MR. AINSWORTH, ON PAGE 19, LINES 4 -17 CLAIMS 100% DUE DATE**  
6 **PERFORMANCE. HOW IS IT POSSIBLE BELLSOUTH IS THIS GOOD?**

7 A. Mr. Ainsworth disparages Mr. Stahly regarding service disruptions, and then launches  
8 into a gratuitous discussion of 100% due date performance. How he ties these two ideas together  
9 is not documented in his testimony, nor is Mr. Ainsworth's testimony any less "uncorroborated"  
10 than Mr. Stahly.

11 First of all, nothing ties due date performance to a finding that BellSouth actually did its  
12 work correctly. Nothing could be further from the truth. In **every single instance** where a Supra  
13 customer experienced loss of dialtone due to an error in the manner BellSouth employed to cut  
14 the customer from an IDLC to a UDLC / copper loop arrangement, BellSouth proclaimed it had  
15 met its due date. The fact the customer was out of service for anywhere up to 5 days is **not**  
16 **counted against** BellSouth's performance against its due date, although I believe it should be.  
17 Instead BellSouth calls a repair issue, sidestepping the earlier faulty work performed in the hot  
18 cut process. So Due date performance has nothing to do with working telephone service in  
19 BellSouth's statistics on BellSouth's performance.

20 In the case where a conversion gets in trouble, BellSouth employs many tricks to move  
21 the initial due date, thus avoiding SEEMS penalties.<sup>12</sup> Among these are claiming a "missed

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<sup>12</sup> On of these tricks is to declare a missed appointment at he customer premises. Remember this is a conversion of a working UNE-P line to UNE-L, BellSouth never requests a customer prem appointment at all. However in the work process, the technician in the field needs to get access to the

1 appointment” at he customer premises when no request for an appointment was ever made,  
2 rescheduling due dates, putting the order into a pending facilities status, making a claim of no  
3 dialtone from the CLEC switch prior to cutover, LNP issues unresolved at cutover, and making a  
4 claim of no facilities are all means to take an orders due date and extend it without incurring a  
5 penalty. Nowhere does BellSouth ever track performance against an initial due date and  
6 according to Mr. Ainsworth they were able to move due dates such that the data showed that not  
7 a single due date was missed for the four months of July – October 2003.

8 This commission operates a consumer section which takes complaints from the public.  
9 Those complaints will rebut BellSouth's assertions in this regard every bit as effectively as I  
10 expect the CLEC community to reject Mr. Ainsworth’s testimony in this regard. It simply is not  
11 credible without understanding the machinations which allow such due dates to change during  
12 the process so as to avoid SEEMS penalties.

13

14 **Q MR. AINSWORTH, ON PAGE 19, LINES 19 – PAGE 20 LINE 11 STATES THAT**  
15 **BELLSOUTH MEETS THE THREE MINUTES OF SERVICE DISRUPTION**  
16 **STANDARD POSED BY MR. STAHLY. HOW IS THAT POSSIBLE?**

17 A. It is not. Mr. Ainsworth simply states that BellSouth policy, and data indicates that the  
18 step of moving a crossconnect from the ILEC switch to the CLEC switch merely takes three  
19 minutes or less. Surprisingly, in the cost study filed by BellSouth on October 8, 2001 in Docket  
20 990649A-TP, the non recurring cost study for elements A.1.1 (FL-2W.xls) clearly states that the  
21 Central office connect and test average time is 20 minutes, not three for both SL1 and SL2

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customer premises, without an appointment presumably to find a pair improperly documented in BellSouth records. If the customer cannot provide access because they are at work, the due date is rescheduled for a CLEC error. Supra normally finds out about these moves after the fact, and has no means to prevent Bellsouth’s actions.

1 conversions. It is not apparent how BellSouth suddenly improved so drastically between rate  
2 setting, and this docket.

3 However, Mr. Ainsworth sidesteps Mr. Stahly testimony. Supra does not complain about  
4 the 3<sup>13</sup> min time interval it takes to move the jumper. The real problem comes in  
5 BellSouth's refusal to implement an effective conversion method for customers served by  
6 IDLC. According to BellSouth data<sup>14</sup> BellSouth offices tend to fall into two categories  
7 in this regard:

- 8 1. Downtown Metropolitan offices<sup>15</sup> – serving largely business average  
9 approx 17-21% deployment of IDLC systems. These customers can be  
10 efficiently cut with a central office jumper change only.
- 11 2. New, and older residential serving wire centers<sup>16</sup> - Serving true mass  
12 market customer POTS service where customers are not expected to  
13 simultaneously use their phones in large numbers average 55%  
14 deployment of IDLC.

15 Given BellSouth's current policy on IDLC conversions, a truck roll, outside plant  
16 rearrangement(s) are required on all such conversions. It is these conversions where no  
17 premises visit is scheduled, office records are still suffering from errors introduced after  
18 Hurricane Andrew in 1992, where connections must be disturbed and moved, that  
19 generate the reports of lost dialtone. But BellSouth calls these repair issues.

20

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<sup>13</sup> Or 2:39, Ainsworht Rebuttal, page 19, line 25.

<sup>14</sup> Bellsouth response to MCI's second request for production of documents, Item No. 2.

<sup>15</sup> i.e. Hollywood Main, Fort Lauderdale Main Relief, Fort Lauderdale Oakland, Hollywood West  
Hollywood

<sup>16</sup> Hialeah, Perrine, Coral Springs, West Palm Beach Gardens, West Dade, Jacaranda, Boynton  
Beach main and Palmetto.

1 For example circuit ID 80.TYNU.658844..SB cut from a working UNE-P line on 11/21/2003.

2 Bellsouth resolved the customer outage, and billed Supra **an additional \$77.00** over and  
3 above the NRC for trouble determination on 11-27-2003.

4 Circuit ID80.TYNU.659596..SBcut on 11/26/2003. Bellsouth billed Supra for “ONE TIME  
5 CHARGE – TROUBLE DETERMINATION SIMPLE.” On 11/29/2003, and again on  
6 12/06/2003, billing Supra \$80.00 each time (\$60 additional total).

7 Circuit ID 70.TYNU.574266..SB cut on 11/19/2003. BellSouth billed Supra for “simple”  
8 trouble determination on 11/22/2003, and **twice** on 11/29/2003 before the customers  
9 service was restored.

10 It is a plain an simple fact in electronics reliability assessment that connections are about  
11 the second least reliable electronic component in a system. Disturbing the drop, crossconnect,  
12 changing the loop to a different electronic system and screwing up the computerized config of  
13 that loop, changing connections in a cross box, all are prone to introduce failures in the  
14 conversion process. BellSouth does not count these disruptions against itself, but Supra’s  
15 customers do. When Bellsouth cannot, or will not resolve the issue expeditiously the customer  
16 converts back to BellSouth, making it impossible to ever recoup the non recurring cost just spent  
17 in a futile effort to serve this particular customer.

18 Then Mr. Ainsworth attempts to indict Supra for these faults claiming Supra’s  
19 responsibility to ensure its switch is properly provisioned before the cutover. Supra’s switches  
20 are provisioned properly, and they are thousands of lines ahead of the Bellsouth cut schedule at  
21 any given time. What Mr. Ainsworth forgets in his defense is that the Bellsouth procedures  
22 requires that CLEC dialtone be verified **prior** to a cut. No dialtone at cut means the customer  
23 stays on UNE-P, the due date is re-scheduled and a CLEC fault is assigned. Therefore service

1 disruptions **cannot** occur because there is no dialtone from the CLEC switch at the OE terminal  
2 being cross connected to. Disruptions are the result of Bellsouth doing something improper on  
3 an otherwise working UNE-P circuit during the conversion to UNE-L.

4

5 Q **MR. AINSWORTH, ON PAGE 20, LINE 13 – PAGE 21 LINE 12 DISPARAGES MR.**  
6 **STAHLY’S TESTIMONY THAT UNTIL RECENTLY SUPRA CUSTOMERS WERE**  
7 **UNABLE TO RECEIVE CALLS FROM CELLULAR PROVIDES DUE TO**  
8 **BELLSOUTH FAULT. IS HE EVEN CLOSE TO CORRECT IN HIS ASSERTIONS?**

9 A. Absolutely not. Bellsouth has admitted its culpability in writing (Supra Exhibit # DAN-  
10 RT-3). Mr. Ainsworth's testimony is based on an email from a BellSouth consultant, Mr. Don  
11 Smith (Supra Exhibit # DAN-RT-2) to Supra’s Mark Neptune in an effort to make Supra, and its  
12 complaint go away. Mr. Smith, an outside consultant, is an extra layer of management BellSouth  
13 has inserted between its account team to obfuscate, delay, and otherwise make sure that any  
14 progress Supra makes is at BellSouth's pace, not Supra’s.

15 The simple facts of the matter are that Supra customers could not receive calls **from any**  
16 cellular provider<sup>17</sup>, despite being able to make calls to **all** of the cellular providers. All Type II  
17 wireless providers are required by BellSouth to interconnect at their equal access tandems, and as  
18 such the interconnection between Supra’s switch and the Bellsouth Tandem was wholly  
19 contained within the North Dade Golden Glades Equal Access Tandem office, as were the  
20 cellular providers.

21 Supra thoroughly reviewed this situation before contacting the wireless carriers who  
22 presented sufficient data to convince Supra the problem lay in the routing translations In

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<sup>17</sup> In contrast to Mr. Ainsworth’s incorrect testimony at page 20, lines 19-23.  
BEFORE THE FPSC -- SUREBUTTAL TESTIMONY OF  
DAVID A. NILSON  
ON BEHALF OF SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.  
DOCKET NO. 030851-TP  
Filed: January 28, 2004  
Page 11



1 Bellsouth's Equal Access Tandems. Supra repeatedly contacted BellSouth to resolve the  
2 problem, until Mr. Smith, and outside consultant was given the project. "After some review..."  
3 which took forever<sup>18</sup>, during which time the complaint kept coming in, Mr. Smith sent Supra a  
4 letter Supra Exhibit # DAN-RT-2 postulating how this could be Supra's problem, not BellSouth's  
5 and that it was impossible that the problem was BellSouth's.

6 After many weeks<sup>19</sup> of pressing for resolution, escalation, the problem finally got past the  
7 account team / regulatory / legal interface and into the hands of working people. Two days later  
8 Supra Exhibit # DAN-RT-3, the problem was identified as a BellSouth problem and admitted,  
9 and the appropriate switch translations were corrected.

10 Were this a Bellsouth customer threatening a Public Service Commission Complaint  
11 instead of a group of Supra customers, they would have been all over the problem, working  
12 nights and weekends to resolve the problem. Because this was a CLEC complaint, however, it  
13 was filtered by the Account team, consultants, legal and regulatory before every being addressed  
14 by the very technical people BellSouth would have gone to were it BellSouth's own customer  
15 complaint. This cannot happen in a UNE-P world because a UNE\_P problem is either a problem  
16 for all Bellsouth customers, or it can be isolated to the orders on a specific line in question.  
17 However in UNE-L the added layers of beurocracy, combined with the pervasive attitude that  
18 all CLEC are inept and Bellsouth is never wrong, as personified by Mr. Ainsworths testimony  
19 make UNE-L a very different risk proposition to the customer served than does UNE-P. To  
20 make that step directly from resale to UNE-L is a policy that benefits only the ILEC to the  
21 detriment of consumers in Florida.

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<sup>18</sup> Page 20, line 25.

<sup>19</sup> This complaint of Supra's languished at the legal / regulatory level for about 30 days before being given to the working class group at BellSouth. It was fixed less than two days later. (See Exhibit 18)

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**Q MR. AINSWORTH, ON PAGE 27, LINE 23 – PAGE 28 LINE 4 ADDRESSES THE ISSUE OF WHETHER IDLC IS AVAAILABLE IN A HOT CUT PROCESS. CAN YOU COMMENT ON HIS TESTIMONY?**

A. Mr. Webber may well have been correct when he filed his testimony. BellSouth has only recently changed that policy, largely due to the vast numbers of Supra cut orders that were requested for IDLC served customers. Yet the process is not yet well thought out, and the customers converted are placed on old and obsolete UDLC equipment. Not that the concept of UDLC is inherently obsolete, but that the UDLC equipment being used is equipment which BellSouth no longer chooses to use to serve its own customers because the internal sampling frequency of the Analog to digital (“A/D?”) conversions that take place within the box are not done at a high enough frequency to support 56K dial up modem service. In fact it is not high enough to support 33K, or even 28K in most cases. At best the boxes support v.42 / LAPM modem connection at about 23kbps to 26Kbps. Customers experiencing 46K – 49K or higher connect speeds suddenly find themselves unable to sustain speeds above 23 after the IDLC / UDLC changes “necessary” to effect a UNE-P to UNE-L conversion.

At a march 5, 2003 Intercompany meeting BellSouth presented a list of at least 8 options for converting IDLC exclusive of the UDLC option. Supra first picked one option, then a second. Each time BellSouth took the option off the table as soon as Supra requested it. A third option, hairpinning was discarded due to Lucent limitations of 128 lines per switch mode that could be effected in this manner. In Pembroke Pines, an office with 82% IDLC, and approx 20,000 Supra customers, this is not a viable option.

1 BellSouth's IDLC conversion methods have a long way to go before they are viable.  
2 Done right, it may be years before UNE\_L is as effective as UNE-P in serving customers.  
3 Bellsouth had heavy motivation to finally offer UNE-P in June 2001, after 5 years refusing to  
4 do so, in order to garner 271 approval. The **ONLY** motivation for improving the current state of  
5 hot cuts, particularly IDLC based ones (i.e. the majority of lines) is to make a finding of  
6 impairment until BellSouth makes the necessary changes to support orders for new service at the  
7 rate of 3,000 to 5000 per day, per CLEC. This is unattainable in the foreseeable future.

8

9

10 **Q MR. AINSWORTH, ON PAGE 29, LINE 5-14 ADDRESSES THE ISSUE OF**  
11 **ORDERS REJECTED BY BELLSOUTH. WHAT IS WRONG WITH HIS**  
12 **TESTIMONY?**

13 A. Mr. Stahly is right. BellSouth never gave a reason why (4) orders were rejected. Four  
14 lines, with working functional UNE-P service were rejected because there were “no  
15 compatible facilities”. What BellSouth is saying is that they can provide service to this  
16 customer but that they can find no way for a CLEC to do so. I reject that premise  
17 outright, just as BellSouth rejected viable options to provide those customers service for  
18 its own reasons.

19 Furthermore, the issue of the SL2 lines was never addressed. Supra didn't want SL2  
20 lines, didn't want the added expense of the SL2 conversion. BellSouth has never  
21 addressed why it cannot provision the lines as SL1. It is simply “take it or leave it”,  
22 although I'm sure Mr. Ainsworth does not want to say that before the Commission.

23

1 Q **MR. RUSCILLI, ON PAGE 28, LINE10 PG 29 LINES 15 ADDRESSES THE ISSUE**  
2 **OF WHAT BELLSOUTH IS ERRONEOUSLY CHARGING CLECS FOR UNE-P TO**  
3 **UNE-L CONVESRIONS. WHAT IS WRONG WITH HIS TESTIMONY?**

4 A. If Mr. Ruscilli is correct, the non recurring rate to convert a Bellsouth retail customer to  
5 UNE-P would be at a \$90 per line rate instead of the 10.2 cents this Commission ordered.  
6 The error in Mr. Ruscilli's testimony is that the cost studies for the individual network  
7 elements contain both duplicative and avoided costs when a retail to UNE-P conversion  
8 is made. The same is likewise true for a UNE-P to UNE-L conversion.

9 The fallacy is on page 29, lines 6-10 where Mr. Ruscilli states this commission **set a rate**  
10 **for UNE-P to UNE-L conversion.** This is not the case. In fact at the March 5  
11 Intercompany meeting, and again in sworn testimony before a Federal Judge, Mr. Greg  
12 Follensbee testified that the FPSC **could not** have ever adjudicated a conversion rate  
13 because BellSouth ahead never even prepared a cost study to support UNE-P to UNE-L.

14 Supra has, and filed same In an FCC proceeding earlier this month. This  
15 Commission should not be confused by Mr. Ruscilli's erroneous and result oriented  
16 testimony.

17

18 Q **MR. RUSCILLI, ON PAGE 35, LINES 7-25 DISPARGES SUPRA'S CLAIM OF**  
19 **SAVING FLORIDA CONSUMERS \$100 MILLION DOLLARS, STATING THOSE**  
20 **SAVINGS WERE TAKEN DIRECTLY FROM BELLSOUTH. WHAT DID MR.**  
21 **RUSCILLI FAIL TO INCLUDE IN HIS TESTIMONY.?**

22 A. In stating that Supra "...refuses to pay suppliers portions of its suppliers bills...", Mr.  
23 Ruscilli casts the inference that the bills themselves were correct.

1 They were not and BellSouth well knows this. For the Period of June 1, 2001 through  
2 June 30, 2002, BellSouth's bills to Supra were more than double what they were legally  
3 entitled to. Supra disputes the bills, Bellsouth refused to acknowledge the dispute, and  
4 after all the dust cleared 67 million dollar (56.8%) was found to be erroneous charges and  
5 Supra was relieved of its responsibility to pay such erroneous charges.

6 How many other CLECS went out of business without ever getting true and accurate bills  
7 from Bellsouth. Mr. Ruscilli's testimony is patently disingenuous, and he should know  
8 it.

9  
10 **Q MR. GRAY, ON PAGE 5, LINE 15- PAGE 6 LINE 4 ANSWERS THE QUESTION OF**  
11 **WHETEHER BELL SOUTH EVER MISSED ANY OF ITS COLLOCATION AND**  
12 **PROVISIONING INTERVALS AND PAID SEEMS PENALTIES AS A RESULT.**  
13 **WHY IS WRONG?**

14 **A.** Simply in the rejoinder of having "paid SEEMS penalties." Bellsouth is otherwise fully  
15 guilty of delaying Supra's collocation efforts by more than 4 years. And they know it, if  
16 Mr. Gray has somehow been kept in the Dark.

17  
18 In Docket 98-0800 this Commission awarded Supra collocation space in the North Dade  
19 and West Palm Beach Gardens central offices. Despite such a clear an unequivocal  
20 order, Supra was faced with taking the complaint to the FCC and other dispute resolution  
21 processes.

22  
23 Bellsouth finally turned over the collocation space in these offices, and 16 other on or

1 about March 21, 2002, and began billing Supra for collocation rent in August 2002 after the post  
2 turnover errors were resolved. This much is a matter of record, and Mr. Gray is wrong.

3 In between those dates, BellSouth used the doge of excessive, irrational, unsupportable  
4 charges (based on the contract provisions) to charge Supra in excess of \$325,000 per office to  
5 gain access to the 400 sq feet of collocation space. Supra eventually took possessing in 2002  
6 without ever paying , or being billed these charges which were used as a barrier to entry for over  
7 4 years.

8 There is nothing truthful in Mr. Grays testimony in regard to Supra's collocation efforts.

9

10 **Q. Does this conclude your Testimony**

11 **A. Yes**

12

