COMMISSIONERS:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY

STATE OF FLORIDA

OFFICE OF THE GENERAL COUNSEL
HAROLD A. MCLEAN
GENERAL COUNSEL
(850) 413-6199

Public Service Commission

September 19, 2002

VIA AIRBORNE EXPRESS

Honorable Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, SW - Portals II, TW-A325
Washington, DC 20554

Re: WC Docket No. 02-238, Supra Telecommunications & Information Systems, Inc. Petition for Preemption Pursuant to Section 252(e)(5)

Dear Ms. Dortch:

Enclosed are comments of the Florida Public Service Commission in the above-named docket.

Should you have additional questions, please contact me at (850) 413-6092.

Sincerely,

Richard Bellak
Associate General Counsel

RB:tf
Enclosures
cc: Janice M. Myles
Qualex International
Brad Ramsey, NARUC

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of	)	
Petition of **Supra Telecommunications & Information Systems, Inc. ("Supra")** Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Florida Public Service commission ("FPSC") Regarding the FPSC's failure to act on Supra's request for mediation pursuant to Section 252(a)(2) or subsequent arbitration pursuant to Section 252(b)(1) on unresolved issues clearly and specifically set forth in the parties' petition and response.	)	WC Docket No. 02-238

COMMENTS OF THE FLORIDA PUBLIC SERVICE COMMISSION

The Florida Public Service Commission (FPSC) pursuant to Public Notice DA 02-2054, released August 21, 2002 in WC Docket No. 02-238, hereby files comments on Supra Telecommunications & Information Systems, Inc.'s (Supra) Petition Pursuant to Section 252(e)(5) of the Communications Act (Petition). FPSC respectfully requests the Commission to deny Supra's petition for preemption of the FPSC because there is no factual or legal basis supporting the preemption that Supra seeks.

INTRODUCTION

Supra filed its arbitrated Interconnection Agreement with BellSouth Telecommunications, Inc. (BellSouth) on August 16, 2002, thus rendering the instant petition filed here the previous day on

August 15, 2002 moot. Attachment A. Supra's failure to amend its petition to reflect the subsequent filing of the arbitrated Interconnection Agreement indicates that the petition is an attempt to mislead the Commission as to the relevant facts and should be dismissed.

As indicated by the Case Background found at p. 1-5 of FPSC's Order of August 9, 2002, Supra Attachment H (Order), Supra's active participation in this 2-year arbitration was devoted largely to attempts at stopping, delaying or extending it. As early as January of 2001, both parties had been asked to "prepare a list with the final wording of the issues as they understood them. BellSouth submitted such a list, but Supra did not..." Order, p. 1. Even a year and a half later, as of the July 15, 2002 deadline by which FPSC required the parties to submit their signed agreement, it was clear that "no alternative language was filed by Supra on the required date..." Order, p. 15-16. In marked contrast to this almost total lack of counterproposals by Supra to BellSouth's suggested language, Supra was very active in other ways, having moved to dismiss the arbitration as early as January 29, 2001. Later, on February 18, 2002, Supra moved for an "indefinite deferral" of the FPSC's consideration of the staff's post-hearing recommendation. On February 21, 2002, Supra again moved for an "indefinite stay" of the arbitration docket. On April

17, 2002, Supra sought to recuse the FPSC and to transfer the case to a different tribunal. The First District Court of Appeal denied per curiam Supra's appeal of FPSC's orders declining recusal. Case No. 1D02-2302.

Seen in this context, the instant petition alleging Supra's supposed disagreements with the language in the agreement as to issues admittedly not presented at the September 26-27, 2001 evidentiary hearing is simply another attempt at an "indefinite deferral" of this arbitration. The same is true of Supra's supposed disagreements as to language embodying FPSC's arbitration of the issues that were presented at the evidentiary hearing, where Supra had proposed no alternative language by the July 15, 2002 deadline.

BellSouth's allegations concerning Supra's motivations for "indefinite deferral" were summarized in the transcript of the evidentiary hearing in the excerpt included herein at Attachment B, from p. 16, l. 10 to p. 18, l. 15. The Commission may accord those allegations whatever weight it deems appropriate. Regardless of either party's alleged motivations, however, FPSC's task was to carry out the requirements of the Telecommunications Act. The record demonstrates that FPSC did just that and that there is no basis for preemption because of any claimed "failure" to act. On its face, it is absurd for a party to argue, as does Supra here,

that it agreed with the other party that certain "resolved" issues would not be presented at the evidentiary hearing for the FPSC to arbitrate and then to seek this Commission's preemption of FPSC for "failure" to arbitrate those issues.

APPLICABLE LAW

FPSC notes that the provisions of the Telecommunications Act, Federal Arbitration Act and United States Constitution discussed by Supra in its "Introduction" found at p. 3-6 (¶ 3-15) of the petition speak for themselves. However, neither those provisions nor any others support Supra's specious arguments in this case under the relevant and accurate facts thereof.

CASE BACKGROUND

In ¶ 15-20 on p. 6-8 of the petition, Supra references a "current agreement". That agreement became a "prior agreement" when Supra signed the arbitrated "follow-on" Interconnection Agreement with BellSouth on August 16, 2002, and FPSC will therefore refer to it as the "prior agreement". However, Supra's factual representation of that agreement is misleading, however labeled.

In ¶ 16 of the petition, Supra notes that the prior agreement was to "expire three years (3) years after the effective date..." and that the prior agreement continued to be "in full force and effect" until the follow-on agreement became effective. Supra

fails to inform the Commission, however, that the effective date was June 10, 1997 and that the agreement would have expired in June, 2000 but for the then-pending arbitration. See, Supra Attachment A, p. 2; ¶ 2.1. Now that the follow-on agreement has become effective as of August 16, 2002, the prior agreement no longer has any force or effect.

In ¶ 17 of the petition, Supra notes a provision in the prior agreement providing for dispute resolution by commercial arbitrators. Supra, however, fails to inform the Commission that commercial arbitration was only available "prior to", but not "subsequent to", a petition filed by either party for state commission arbitration of a follow-on agreement. See, Supra Attachment A, ¶ 2.3, last sentence. Supra's statement that "any dispute over when and how the Current [i.e., now "prior"] Agreement is finally terminated can only be decided by a panel of commercial arbitrators..." is, therefore, not a statement of "fact". It is, instead, merely Supra's incorrect legal conclusion. BellSouth filed its petition for arbitration of a follow-on agreement on September 1, 2000. Under the prior agreement, commercial arbitration could only be invoked by the parties "prior to" that date.

In ¶ 19 of the petition, Supra asserts facts which are now moot as of August 16, 2002. Moreover, in ¶ 26 through 28, Supra

characterizes its agreements with BellSouth to not present issues to the FPSC for arbitration as "tentative", or agreements the parties "thought they had reached". However, those issues were, by agreement, not presented to the Commission for resolution at the evidentiary hearing, regardless of such post-hoc rationalizations by Supra as to why it agreed with BellSouth not to present them. It was entirely correct that "the FPSC resolved only those issues which the parties had presented at the evidentiary hearing". Supra cannot transfer any blame to FPSC for Supra's decision to represent other issues as having been resolved and not requiring presentation for arbitration.

In ¶ 30-32, Supra notes that the parties were given until July 15, 2002 to negotiate and submit a jointly executed agreement. However, Supra fails to inform the Commission that, despite a plethora of asserted differences with BellSouth over language, differences which are the supposed basis for the relief Supra seeks from this Commission, Supra did not provide its own suggested language, with one exception. As stated in the FPSC's Order, p. 15:

> Save a discussion on June 28, 2002, indicating that in paragraph 16 of the General Terms and Conditions, the word "shall" should be changed back to "may", we find no example of Supra proposing language for inclusion in this agreement. [e.s.]

In other words, while Supra busily filed many reiterated

motions seeking an "indefinite deferral" of this arbitration, or other motions which would have had that same practical result, Supra apparently proposed a total of only one word for inclusion in the agreement between the March 26, 2002 issuance of the Commission's arbitration order and the July 15, 2002 deadline of the entire arbitration process. Moreover, as further noted in FPSC's Order, at p. 15:

> Supra provided neither the time nor resources necessary to complete the negotiation process and file an agreement on July 15, 2002, as ordered by [FPSC].

In ¶ 33-36, Supra notes that it filed a motion on July 22, 2002 detailing "the status of all issues in the proceeding..." Thus, Supra only informed the FPSC a week after the July 15, 2002 deadline by which the parties had been ordered to complete and execute their agreement, that Supra had many disputes with BellSouth over language implementing "agreed issues and matters that were decided by the FPSC". Supra even vaguely asserted that there were disputes that "may also exist" regarding other aspects of the agreement.

In ¶ 37-38, Supra itself presents language from the FPSC staff recommendation (incorporated in the FPSC Order) which clearly responds more than adequately to Supra's claims. Supra then presents points in ¶ 42-45 which are either facts which have become moot, or incorrect legal conclusions previously addressed. The

entire gist of Supra's "facts" amounts to the hope that its post-deadline "discovery" that it has purported disputes with BellSouth over "language", though no proposed language of its own illustrating those disputes, might be viewed by this Commission as an excuse to start the entire process over again. (This, even though Supra first brought these purported disputes to FPSC's attention a week after the July 15, 2002 deadline for completing and executing the agreement). Supra also apparently hopes that this Commission will somehow view FPSC's arbitration of issues presented by the parties during the evidentiary hearing, instead of those resolved issues which the parties agreed not to present, as a "failure to act" requiring preemption of the FPSC. Again, this absurd position embodies Supra's familiar idea that the process should start over again from the beginning, regardless of the absence of any valid excuse for doing so.

DISCUSSION

The material presented by Supra as "argument" on p. 15-28 of the petition (¶ 46-83) does not advance its case beyond the "facts" Supra presented, which are discussed above. In some instances, the "facts" are identical word for word to the "argument". Therefore, if the "facts" constitute an absurdity, the "arguments" do as well.

As Supra plainly states in ¶ 46, "Many issues were withdrawn for consideration prior to the [...] evidentiary hearing before the

FPSC..."[1] Can Supra, or anyone else for that matter, be surprised that FPSC, again in Supra's words (¶ 6 of the petition), "entered an order in which the FPSC resolved only those issues which the parties' [sic] had presented at the evidentiary hearing"? Supra's whole argument amounts to the claim that FPSC's acceptance of Supra's and BellSouth's joint representations through their attorneys that certain of the issues had been resolved and would not be presented at the hearing constituted a "failure to act" supporting preemption under Section 252(e)(5). However, even were this claim to be considered seriously, there is no suggestion as to what the FPSC's alternative was. Even Supra cannot bring itself to verbalize the absurd suggestion that the FPSC should have rejected the Supra and BellSouth attorneys' joint representations as to which issues had been settled and withdrawn from the hearing. Moreover, Supra cannot evade the obvious problem that if Supra's attorneys settled issues with BellSouth without sufficiently protecting their client with memoranda and memorialized language, the Supra attorneys, not FPSC, are at fault. Finally, given the history of this protracted arbitration, Supra's repeated attempts

---

[1] Though Supra refers to "the first evidentiary hearing" [e.s.], there was no "first" evidentiary hearing. There was a hearing, held September 26-27, 2001, in which FPSC was prepared to arbitrate any and all issues which the parties themselves had not represented as resolved and withdrawn.

to derail the process, and the lack of any alternative suggested language from Supra, Supra's tardy, post-deadline "discovery" of these purported differences and disputes is inherently non-credible. It is again, an all too familiar attempted excuse for why the entire process should start over from the beginning, as has been Supra's unchanging theme.

Further, the cases Supra cited do not in any manner vindicate its position. Just the opposite. In the WorldCom[2] case referred to by Supra in ¶ 80 of the petition, this Commission noted that

> it is appropriate to direct the parties to submit language conforming to such statements [e.s.]

where

> one party clearly indicted that it supported or no longer opposed the other party's conceptual proposal or contract language or indicated that it was willing to modify its own proposal to reflect the other party's concerns...

In this case, in contrast, Supra proposed no alternative language for the agreement (with the exception of a single word discussed previously). As a result, no "such statements" existed toward which the other party could have evinced new support or have dropped its opposition. Nor does WorldCom indicate that such a

---

[2] In the Matter of Petition of WorldCom, Inc., et al Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes With Verizon Virginia, Inc., Docket Nos. 00-218, 00-249, 00-251, Memorandum Opinion and Order (adopted July 17, 2002).

process could appropriately begin post-deadline, as if nothing were required of the late-complaining party between March 26, 2002 and July 15, 2002. FPSC does not believe WorldCom describes a "last straw" to be grasped post-deadline by Supra after its attempts to halt the arbitration fell short and its decision to direct most of its energies toward that goal demonstrated a failed strategy.

The other cases Supra cites are similarly unavailing. Supra has not in any way related this case to Global Naps,[3] where delayed state commission action was at issue and preemption was denied notwithstanding the delay. Wisconsin Bell[4] and MCI Telecommunications,[5] mentioned by Supra in ¶ 50 of the petition, are 11th amendment analyses, unrelated in any way to this case.

CBS, Inc. v. PrimeTime 24 Joint Venture,[6] discussed by Supra at ¶ 52 and 53 of the petition, sets forth a familiar analysis of 'plain meaning' in statutory interpretation. However, nothing in that case indicates that attorneys for disputants are foreclosed from settling some of the issues in their disputes, or that a

---

[3] Global Naps, Inc. v. Federal Communications Commission, 291 F.3d 832, 833 (D.C. Cir. 2002).

[4] Wisconsin Bell, Inc. v. Public Service Commission of Wisconsin, et al., 27 F. Supp. 2d 1149 (W.D. Wisc. 1998).

[5] MCI Telecommunications Corporation v. Bell Atlantic Pennsylvania, 271 F.3d 491, 501 (3d Cir. 2001).

[6] CBS, Inc. v. PrimeTime 24 Joint Venture, 245 F.3d 1217, 1224 (11th Cir. 2001).

tribunal that accepts the joint representations by the parties' attorneys as to such settled issues has "failed to act," as Supra maintains here. There is no authority whatsoever for Supra's contention to that effect, which is the reason Supra has failed to cite any such authority.

In ¶ 71 of the petition, Supra cites this Commission's opinion in Petition of MCI[7] concerning "all carriers' duty to negotiate in good faith". However, negotiating in good faith is not said in Petition of MCI to be a negotiation without any end, as Supra seeks here. Supra only proposed such negotiations about the listed "disputes" a week after the July 15, 2002 deadline for the conclusion of the 2-year long arbitration and execution of the completed agreement.

In fact, Petition of MCI is authority which clearly defeats Supra's arguments in this case. As this Commission stated therein, at Par. 28, p. 15611-15612,

> We emphasize that, because we may not find that state commissions have "failed to act" within the meaning of Section 252(e)(5) solely because they have not arbitrated issues that were never clearly presented to them, it is critical that parties petitioning for arbitration present all unresolved issues that they wish arbitrated (rather than a subset of such issues) to the state commission as expeditiously and specifically as possible. [e.s.]

---

[7] In re Petition of MCI for Preemption Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996, 12 F.C.C.R. 15594, 1997 WL 594281 (Sept. 26, 1997).

There is no hint that parties should present their resolved issues for arbitration or that the state commission has a "duty" to arbitrate the parties' agreed, resolved issues. Moreover, there is no hint that it is not up to the parties through their attorneys to decide which issues are unresolved and "as expeditiously and specifically as possible" present them to the state commission for arbitration. Finally, there is no hint that this can be done post-deadline and as a ploy to render the arbitration process nugatory.

Clearly it is this analysis in support of non-preemption of FPSC in this case that is relevant, rather than Starpower,[8] discussed in ¶ 64 of Supra's petition. In Starpower, the Virginia Commission declined to act because of concern over uncertainties as to the legal point at issue, and was preempted for "failure to act" pursuant to Section 252(e)(5). In this case, in contrast, FPSC arbitrated all unresolved issues that the parties wished arbitrated and had expeditiously and specifically presented for arbitration. While FPSC thus acted within the prescriptions of this Commission's opinion in Petition of MCI, Supra's contentions to the contrary are directly at odds with that holding and illogical on their face.

---

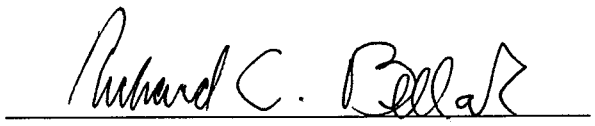
[8] Starpower Communications, LLC Petition for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996, CC Docket No. 00-52, Memorandum Opinion and Order, 15 FCC Rcd 11277 (2000).

CONCLUSION

Supra's petition has no factual or legal support in the cases cited therein and is directly contradicted by this Commission's analysis in Petition of MCI. Accordingly, Supra's request that this Commission preempt FPSC, as well as any other relief requested by Supra, should be denied.

Respectfully submitted,

HAROLD MCLEAN
General Counsel
Florida Bar No. 193591



RICHARD C. BELLAK
Senior Attorney
Florida Bar No. 341851

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850
850-413-6092

CERTIFICATE OF SERVICE

I HEREBY certify that on this 19th day of September, 2002, a true and correct copy of the foregoing has been furnished by U.S. Mail to the following:

Brian Chaiken, Esquire
Mark Buechele, Esquire
Adenet Medacier, Esquire
Paul Turner, Esquire
Supra Telecommunications &
Information Systems, Inc.
2620 S. W. 27th Avenue
Miami, FL 33133

Nancy B. White, Esquire
BellSouth Telecommunications, Inc.
Museum Tower
150 West Flagler Street
Suite 1910
Miami, FL 33130

RICHARD C. BELLAK

FPSCCOMMENTS-FCC.RCB

ATTACHMENT A

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-02-1140-FOF-TP ISSUED: August 22, 2002

ORDER APPROVING FINAL ARBITRATED INTERCONNECTION AGREEMENT AND ADOPTION AGREEMENT

BY THE COMMISSION:

On August 16, 2002, Supra Telecommunications and Information Systems, Inc. (Supra) filed its arbitrated Interconnection Agreement with BellSouth Telecommunications, Inc. in accordance with Order No. PSC-02-1096-FOF-TP, issued August 9, 2002. Thereafter, on August 21, 2002, an amending Adoption Agreement between Supra and BellSouth was filed, incorporating the dispute resolution provisions from the BellSouth/AT&T Interconnection Agreement into the new BellSouth/Supra agreement.[1] A copy of the agreement and amending agreement may be obtained by contacting our Division of the Commission Clerk and Administrative Services. The background of this case is more fully set forth in Order No. PSC-02-1096-FOF-TP.

This agreement governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Having reviewed the interconnection agreement, the Agreement complies with this Commission's Final Order on the parties' arbitration, Order No. PSC-02-0413-FOF-TP and PSC-02-0413A-FOF-TP, and the decision on the motions for reconsideration, Order No. PSC-02-0878-FOF-TP. Furthermore, the Interconnection Agreement and amending Adoption Agreement meet the

[1]The Commission approved the BellSouth/AT&T Interconnection Agreement by Order No. PSC-01-2357-FOF-TP, issued December 7, 2001.

standards set forth in Sections 252(e) and (i) of the Telecommunications Act of 1996. Therefore, this agreement is hereby approved. BellSouth and Supra are required to file any subsequent supplements or modifications to this agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e).

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Interconnection Agreement filed on August 16, 2002, and subsequent amending Adoption Agreement filed on August 21, 2002, between BellSouth Telecommunications, Inc. and Supra Telecommunications and Information Systems, Inc. are hereby approved. A copy of the agreement and amendment may be obtained as specified in the body of this Order. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket is hereby closed.

By ORDER of the Florida Public Service Commission this 22nd Day of August, 2002.

BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

By: /s/ Kay Flynn
Kay Flynn, Chief
Bureau of Records and Hearing
Services

This is a facsimile copy. Go to the Commission's Web site, http://www.floridapsc.com or fax a request to 1-850-413-7118, for a copy of the order with signature.

(S E A L)
BK

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.

Any party adversely affected by the Commission's final action in this matter may request judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

ATTACHMENT B

STATE OF FLORIDA

DIVISION OF THE COMMISSION CLERK & ADMINISTRATIVE SERVICES
BLANCA S. BAYÓ
DIRECTOR
(850) 413-6770 (CLERK)
(850) 413-6330 (ADMIN)

Public Service Commission

CERTIFICATE

I, BLANCA S. BAYÓ, Director of the Division of the Commission Clerk and Administrative Services, Florida Public Service Commission, do hereby certify that I am the duly appointed custodian of the official records of said Commission and, in that capacity, do certify that the attached are true and correct copies of pages 16, 17, and 18 from Volume 1 of the transcript of hearing held September 26, 2001, in Docket No. 001305-TP, as shown in the records of the Commission.

WITNESS my hand and the seal of the Florida Public Service Commission this 16th day of September, 2002.

BLANCA S. BAYÓ

By: Kay Flynn
Kay Flynn, Chief
Bureau of Records and Hearing Services

(SEAL)

each.

MR. TWOMEY: Good morning, Commissioner. I listened very carefully to what you just said about conducting ourselves in a professional manner and we will do so and I know that Supra will do so, but I can't hide the fact that this is a very contentious proceeding. This has been a very contentious relationship between the parties, and this hearing is very important to BellSouth and, we believe, to consumers in Florida.

Supra has not paid BellSouth a penny since October 1999, and Supra stopped paying BellSouth the month that it opted into the current agreement that the parties are operating under. The old AT&T/BellSouth agreement negotiated between two sophisticated and reputable companies, unfortunately, did not have clear language about what to do when there was nonpay, because I don't think anyone at BellSouth expected AT&T to simply stop paying its bills.

Supra has taken advantage of the lack of that such a provision in its contract and has endeavored to postpone, for as long as possible, the day on which it will begin operating under a new agreement. The agreement should have expired in June of 2000. The negotiations for the new agreement should have begun in March 2000.

BellSouth attempted to begin such negotiations in March 2000 and Supra did not respond in any way to that request

until June of 2000. For the next two months after June 2000, BellSouth attempted to engage in meaningful negotiations with Supra, but Supra simply refused to do so, although the parties did have a few largely unproductive meetings. So, in September 2000, September 1st, BellSouth filed this petition for arbitration identifying 15 issues, which are the issues that had come up during the discussions between the parties.

In Supra's response to that petition, Supra identified 51 additional issues that had never been discussed by the parties during the discussions that had been going on to that point. We believe the purpose for adding these issues was simply to delay the proceedings. Those 51 issues were borrowed verbatim largely from the MCI and AT&T arbitrations that were currently pending.

After the parties and the Staff participated in an issue identification in January 2001, Supra, for the first time, raised the issue of whether the parties should conduct intercompany review board meeting and move to dismiss the proceeding on that basis, an issue that they obviously could have brought up at anytime before that.

When the Commission refused to dismiss on that basis but rather instructed the parties to conduct such a meeting, Supra then claimed that it couldn't negotiate with BellSouth, because it didn't have certain network information, another delay tactic.

The parties eventually had meetings at the order of the Commission late May, early June 2001. But again, Supra refused to discuss any of the disputed issues until the very last meeting, and at the very last meeting only was willing to discuss those issues that they didn't think were network-related. Supra filed another Motion for Stay in July 2001, and when that was denied and the parties appeared headed toward a hearing, Supra finally issued some discovery in the middle of August and has filed at least two requests for Stays based on discovery disputes they've identified.

Now, the reason for me going through this litany is to emphasize the fact that we believe that Supra's only intent here is to delay this proceeding as long as possible, because once we operate under a new agreement they'll have to start paying their bills again, because they haven't paid us a dime.

Now, there are many issues in this arbitration. Many of them have already been resolved by the Commission in other proceedings, many of them will be resolved by the Commission in generic proceedings, but there are three main issues, three significant issues about which I'm very concerned.

One is commercial arbitration. It's an expensive, lengthy process that allows non-telecommunications personnel to set regulatory policy for the state of Florida; and, moreover, it only addresses disputes from the perspective of two companies, BellSouth and the effected company, in this case,