

ORIGINAL

1                   BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2                                   DOCKET NO. 980119-TP

3                   AMENDED DIRECT TESTIMONY OF OLUKAYODE A. RAMOS

4                   SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

5                                   April 8, 1998

6  
7           Q. PLEASE STATE YOUR NAME AND ADDRESS.

8           A. My name is Olukayode A. Ramos. My business address is  
9           2620 S.W. 27th Avenue, Miami, Florida 33133-3001.

10  
11          Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

12          A. I am Chief Executive Officer of Supra Investments  
13          Limited, a holding company that owns Supra  
14          Telecommunications & Information Systems, Inc. ("Supra").  
15          I am also Chief Executive Officer of Supra.

16  
17          Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK  
18          EXPERIENCE.

19          A. I received a Bachelor of Science degree in Accounting  
20          from the University of Lagos June 1981. In 1982, I became  
21          a Certified Public Accountant and a member of the  
22          Association of Chartered Certified Accountants in England  
23          and Wales. I also attended the London School of  
24          Accountancy for graduate studies. I have attended  
25          extensive management training programs with Motorola,  
26          Lucent, Nortel, Bellcore, Alcatel, BellSouth, AT&T, Bell  
27          Atlantic, Dialogic, Nokia, Xerox, and others.

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FPSC-RECORDS/REPORTING

1 I incorporated the Supra group of companies in Nigeria  
2 in 1983 while working for the Nigerian government in a  
3 utility company, the Nigerian Sugar Company, Limited. The  
4 Nigerian Sugar Company, Limited, employs over 30,000  
5 employees generating annual revenue of 50.4 billion Naira  
6 or \$630 million. I served as the Chief Financial Officer  
7 of the Nigerian Sugar Company, Limited, from 1982 through  
8 to 1991 when I resigned to pursue a career in the private  
9 sector. While working for the Nigerian Sugar Company, I  
10 obtained a great deal of experience working with the  
11 Nigerian government and multi-national corporations. I  
12 represented the Nigerian government on the boards of  
13 directors of the National Insurance Corporation of Nigeria  
14 (1988-1990), Nigerian Telecommunications Corporation (1990-  
15 1993), and the Nigerian National Petroleum Corporation  
16 (1986-1987). I authored a report that established the  
17 basis of a national policy on sugar by the Nigerian  
18 government.

19 In July 1983 I organized and became the Chief  
20 Executive Officer of Supra Investments Limited, a  
21 privately-owned holding company engaged in investment and  
22 merchandising activities including banking and finance, oil  
23 exploration, real estate, rubber production, marketing and  
24 manufacturing of specialized telecommunications equipment,  
25 importation of industrial chemicals, steel products, pulp  
26 and generators.

1 I have managed the diverse activities of Supra  
2 Investments Limited for the past fifteen years. In 1994, I  
3 incorporated Supra Telecommunications & Information  
4 Systems, Inc., in the State of Florida. Supra  
5 Telecommunications & Information Systems, Inc., was  
6 incorporated initially for the manufacture and sale of  
7 telecommunications equipment. Upon certification by the  
8 Florida Public Service Commission as an alternative local  
9 exchange carrier (ALEC) in April 1997, Supra  
10 Telecommunications & Information Systems, Inc., embarked on  
11 the provision of alternative local exchange services.

12 I have also managed a number of other business  
13 enterprises including Amalgamated Oil (Nigeria) Ltd. and  
14 Acclaim Mortgage bank, both of which have annual revenues  
15 in the millions. My extensive accounting and managerial  
16 experience has been helpful in establishing Supra  
17 Telecommunications & Information Systems, Inc., as an  
18 alternative local exchange company.

19  
20 Q. WHAT ARE YOUR PRESENT RESPONSIBILITIES?

21 A. I have resigned from my direction of the daily  
22 activities of Supra Investments Limited to permit me to  
23 apply myself full time to the management of Supra  
24 Telecommunications & Information Systems, Inc.'s  
25 alternative local exchange company business in Miami,  
26 Florida. As Chief Executive Officer of Supra, I am

1 responsible for all aspects of Supra's operations and  
2 financial performance. Persons under my direct supervision  
3 and control provide me operational results on a daily basis  
4 of BellSouth's performance on all aspects of Supra's  
5 resale, collocation, and interconnection agreements with  
6 BellSouth.

7  
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9 A. The purpose of my testimony is to address the issues  
10 identified in this proceeding. My testimony will provide  
11 additional information regarding Supra's business  
12 relationship with BellSouth and BellSouth's failure to  
13 negotiate in good faith with Supra. I will address  
14 BellSouth's failure to comply with the terms and conditions  
15 of the resale, collocation, and interconnection agreements  
16 Supra has entered into with BellSouth and the impact such  
17 failure has had on Supra's business and operational  
18 performance. I will also address how BellSouth has  
19 designed the resale program to assure that resellers of  
20 local telephone service cannot succeed.

21  
22 Q. WHY DOES SUPRA WANT TO COMPETE IN THE LOCAL EXCHANGE  
23 TELECOMMUNICATIONS SERVICES MARKET?

24 A. Supra views the local loop as the key to all forms of  
25 telecommunications service. If you want to make a long  
26 distance call, access the Internet, use wireless

1 communications, or transmit data, it is the local dial tone  
2 provider that will provide you with the ability to do so.  
3 Likewise, competition in the local loop is the key to any  
4 form of competition in the telecommunications industry.  
5 It is to successfully provide such true competition in the  
6 telecommunications industry that I have invested a sizable  
7 part of my hard-earned resources and many, many hours of  
8 hard work in creating Supra Telecommunications &  
9 Information Systems, Inc., over the last two years. Supra  
10 will provide true competition with BellSouth if the Florida  
11 Public Service Commission will make the critical  
12 determinations necessary to make such competition possible.

13  
14 Q. WERE YOU PERSONALLY INVOLVED IN THE EXECUTION OF THE  
15 AGREEMENTS BETWEEN SUPRA AND BELLSOUTH?

16 A. Yes, I was personally involved with the execution of the  
17 resale, collocation, and interconnection agreements Supra  
18 has entered into with BellSouth. I discussed these  
19 agreements with various BellSouth employees and I executed  
20 each of these agreements on behalf of Supra.

21  
22 Q. CAN YOU SUMMARIZE SUPRA'S COMPLAINTS AGAINST BELLSOUTH?

23 A. Yes, Supra's complaints against BellSouth begin with the  
24 initial contact Supra had with BellSouth regarding the  
25 agreement for the resale of BellSouth's local telephone  
26 service by Supra that was executed in May 1997.

1 BellSouth's employees simply presented one agreement and  
2 stated that this was the best choice for Supra. This was  
3 the same approach taken by BellSouth's employees in regard  
4 to the agreement for collocation, entered into in July  
5 1997. I sent a letter to BellSouth in early September 1997  
6 requesting negotiation of an interconnection agreement with  
7 BellSouth. Mr. John Reinke also sent a follow up letter in  
8 October 1997. See exhibits OAR-1 and OAR-2 attached  
9 hereto. As a result of statements by BellSouth employees,  
10 specifically Marcus Cathey and Pat Finlen, that Supra could  
11 not obtain an interconnection agreement that would be  
12 superior to the existing agreements already obtained by  
13 AT&T and MCI and that BellSouth would simply not negotiate  
14 rates different than those set by the Florida Public  
15 Service Commission in the arbitration proceeding between  
16 BellSouth and AT&T and MCI set out in Order No. PSC-96-  
17 1579-FOF-TP, I executed the current interconnection  
18 agreement in October 1997. The BellSouth position  
19 regarding not being able to negotiate different rates with  
20 Supra was later memorialized in a letter from a BellSouth  
21 employee. See exhibit OAR-3 attached hereto. The letter  
22 states that "The rates for unbundled network elements in  
23 Florida (Attachment 11, Exhibit 2-FL) were set by the  
24 Florida Public Service Commission, in Order No. PSC-96-  
25 1579-FOF-TP and are permanent rates." These rates are  
26 anti-competitive, oppressive and discriminatory. BellSouth

1 sells residential lines in Miami for as little as \$10.00  
2 and charges their customers an installation fee of \$40.00.  
3 However, the rates given to Supra as contained in  
4 Attachment 11, Exhibit 2-FL of the Interconnection  
5 Agreement, attached hereto as exhibit OAR-11, are \$17.00  
6 per loop and an installation charge of \$140.00. Supra must  
7 add a lot of switching, software and labor costs to the  
8 cost of the loop purchased for \$17.00 from BellSouth to  
9 make the necessary services available to the consumer. The  
10 effect of these rates in the Interconnection Agreement is  
11 to prohibit Supra and any other competitor from any chance  
12 of competing with BellSouth in the local exchange market.  
13 BellSouth's employees represented that it was foolish for  
14 Supra to attempt to negotiate any type of agreement on its  
15 own. In conversations in late September 1997, BellSouth's  
16 employees, specifically Marcus Cathey and Pat Finlen,  
17 stated that there would be no negotiation of the sale of  
18 BellSouth's dark fiber.

19 Supra believes that the Telecommunications Act is  
20 clear that dark fiber is an unbundled network element to  
21 which BellSouth is required to provide access to Supra.  
22 Section 3(a)(2)(45) of the Act defines a "network element"  
23 as follows:

24 The term 'network element' means a facility  
25 or equipment used in the provision of a  
26 telecommunications service. Such term also

1 includes features, functions, and  
2 capabilities that are provided by means of  
3 such facility or equipment, including  
4 subscriber numbers, databases, signaling  
5 systems, and information sufficient for  
6 billing and collection or used in the  
7 transmission, routing or other provision of a  
8 telecommunications service.

9 There is no question that dark fiber is the most basic and  
10 obvious equipment for providing local exchange  
11 telecommunications service.

12 Section 251(c)(3) of the Act provides:

13 (3) UNBUNDLED ACCESS- The duty to provide,  
14 to any requesting telecommunications carrier  
15 for the provision of a telecommunications  
16 service, nondiscriminatory access to network  
17 elements on an unbundled basis at any  
18 technically feasible point on rates, terms,  
19 and conditions that are just, reasonable, and  
20 nondiscriminatory in accordance with the  
21 terms and conditions of the agreement and the  
22 requirements of this section and section 252.  
23 An incumbent local exchange carrier shall  
24 provide such unbundled network elements in a  
25 manner that allows requesting carriers to  
26 combine such elements in order to provide



1           such telecommunications service.

2           Supra should have been given the opportunity to negotiate  
3           the rates, terms and conditions of access to BellSouth's  
4           dark fiber when Supra tried to negotiate with BellSouth in  
5           September 1997.

6           BellSouth's employees, Marcus Cathey, Pat Finlen, J.C.  
7           Bledsoe, and Ron Owen, also stated, in many conversations  
8           from late September through November 1997, that BellSouth  
9           would not agree to resell its billing service to Supra.  
10          All of these BellSouth employees stated in numerous  
11          conversations that no issue would be negotiated in Supra's  
12          favor beyond what had already been negotiated by AT&T and  
13          MCI. For these reasons, I executed the three agreements  
14          that Supra currently has with BellSouth.

15          Supra's most serious complaint against BellSouth is  
16          that it refused to negotiate in good faith the rates,  
17          terms, and conditions of the agreements Supra has with  
18          BellSouth. For this reason, Supra believes the Florida  
19          Public Service Commission should set aside the existing  
20          agreements and permit Supra to arbitrate the rates, terms  
21          and conditions of its interconnection, resale, and  
22          collocation agreements with BellSouth. The rates for  
23          interconnection and resale have been designed to ensure  
24          that Supra cannot compete with BellSouth. These rates are  
25          oppressive and not in the spirit of the Telecommunications  
26          Act of 1996.

1           BellSouth's collocation rates for virtual and physical  
2           collocation are equally extreme and anti-competitive. See  
3           Attachment 11, Exhibit 2-FL, of the Interconnection  
4           Agreement, attached hereto as exhibit OAR-11. The  
5           application fee alone is \$3,850.00 to determine whether  
6           there is space availability in the Central Office. If  
7           there is no space, that money is gone. The monthly lease  
8           rate of \$7.50 is the most expensive industrial real estate  
9           property in the world. That translates to \$90.00 per  
10          annum. All these rates have been designed to create very  
11          serious entry barriers and to assure that other carriers  
12          simply do not even try to participate in the local exchange  
13          telecommunications market.

14                 Not one word of these three agreements was written by  
15          Supra or changed to fit Supra's needs. It was clearly  
16          communicated to me by BellSouth's employees that this would  
17          not happen.

18                 Not only did BellSouth fail to negotiate in good  
19          faith, but in these three agreements, BellSouth has drafted  
20          language that provides that BellSouth may amend any rates,  
21          terms, or conditions if it succeeds in later arbitration  
22          proceedings to obtain more favorable rates, terms, and  
23          conditions. These arbitration proceedings are ones in  
24          which Supra will not be permitted to participate. Supra,  
25          however, will only be given the opportunity to adopt, in  
26          whole, any later agreements BellSouth's enters into. Thus,

1 BellSouth is permitted to continue to litigate the rates,  
2 terms, and conditions of these agreements, but Supra is  
3 not.

4 In addition, Supra is complaining that BellSouth has  
5 failed to abide by the terms and conditions of the existing  
6 agreements such that Supra has been severely hampered in  
7 its efforts to provide alternative local exchange service  
8 to the point of being practically put out of business.  
9 Part A, Section 4, of the Interconnection Agreement states  
10 as follows:

11 Parity

12 *The services and service provisioning*  
13 *that Bellsouth provides Supra*  
14 *Telecommunications & Information*  
15 *Systems, Inc., for resale will be at*  
16 *least equal in quality to that provided*  
17 *to BellSouth, or any BellSouth*  
18 *subsidiary, affiliate or end user. In*  
19 *connection with resale, BellSouth will*  
20 *provide Supra Telecommunications &*  
21 *Information Systems, Inc. with pre-*  
22 *ordering, ordering, maintenance and*  
23 *trouble reporting, and daily usage data*  
24 *functionality that will enable Supra*  
25 *Telecommunications & Information*  
26 *Systems, Inc. to provide equivalent*

1                    *levels of customer service to their*  
2                    *local exchange customers as BellSouth*  
3                    *provides to its own end users.*  
4                    *BellSouth shall also provide Supra*  
5                    *Telecommunications & Information*  
6                    *Systems, Inc. with unbundled network*  
7                    *elements, and access to those elements,*  
8                    *that is at least equal in quality to*  
9                    *that which BellSouth provides*  
10                   *BellSouth, or any BellSouth subsidiary,*  
11                   *affiliate or other ALEC. BellSouth*  
12                   *will provide number portability to*  
13                   *Supra Telecommunications & Information*  
14                   *Systems, Inc. and their customers with*  
15                   *minimum impairment of functionality,*  
16                   *quality, reliability and convenience.*

17                   Supra is complaining that BellSouth has violated the  
18                   above provision of the interconnection agreement by not  
19                   providing Supra "pre-ordering, ordering, maintenance and  
20                   trouble reporting, and daily usage data functionality" that  
21                   will permit Supra to offer local exchange service  
22                   equivalent to that provided by BellSouth. BellSouth has  
23                   also failed to provide Supra with "access to unbundled  
24                   network elements" that is equal in quality to that provided  
25                   by BellSouth to itself. BellSouth has also failed to  
26                   provide Supra number portability with "minimum impairment

1 of functionality, quality, reliability and convenience."  
2 There are numerous issues related to the problems Supra has  
3 experienced in its relationship with BellSouth. These  
4 problems will be addressed under the appropriate issues  
5 below.

6  
7 Q. WHY DO YOU SAY THAT THE BELLSOUTH RESALE PROGRAM IS  
8 DESIGNED TO ASSURE THAT RESELLERS CANNOT SUCCEED?

9 A. I say this because, under BellSouth's resale program, an  
10 ALEC that is reselling BellSouth's local telephone service  
11 does not have the same information used by BellSouth  
12 internally for the provisioning of its customers' orders  
13 from start to finish. For example, Supra must fax an order  
14 for service to BellSouth and wait a minimum of 48 hours for  
15 a Firm Order Confirmation whereas a BellSouth customer  
16 service representative is able to perform very differently.  
17 While Supra is still waiting for a Firm Order Confirmation  
18 for its customer, the BellSouth customer service  
19 representative has completed the provisioning of service to  
20 BellSouth's customer, including installation. It is only  
21 at the point of receiving the Firm Order Confirmation that  
22 the ALEC/reseller will know what the due dates will be for  
23 the service to be provisioned. From that point, BellSouth  
24 has two days to actually provision the service. This means  
25 that the absolute earliest time period in which a reseller  
26 can have service provisioned to a customer is four business

1 days. In contrast, BellSouth provisions its customers'  
2 service within two business days of the customer contact.  
3 In this situation, an ALEC like Supra that is reselling  
4 BellSouth's local phone service cannot possibly compete  
5 effectively. This disparity between BellSouth's capability  
6 to provision its own customers' service and the inferior  
7 service BellSouth provides for Supra's customers is a  
8 violation of the Interconnection Agreement and Section  
9 251(b) of the Telecommunications Act. See Attachment 10(2)  
10 of the Interconnection Agreement, attached hereto as  
11 exhibit OAR-12. Section 251(b) of the Telecommunications  
12 Act provides:

13 b) OBLIGATIONS OF ALL LOCAL EXCHANGE

14 CARRIERS- Each local exchange carrier has the  
15 following duties:

16 (1) RESALE- The duty not to prohibit, and  
17 not to impose unreasonable or discriminatory  
18 conditions or limitations on, the resale of  
19 its telecommunications services.

20  
21 Because of BellSouth's violations of the Interconnection  
22 Agreement and the Telecommunications Act Supra cannot  
23 retain its hard won customers. BellSouth takes them away  
24 by effectively ensuring that we do not have the ability to  
25 keep them because BellSouth does not provide service to  
26 Supra's customers on parity with that which it provides its

1 own customers. This is a service-based industry where  
2 there is very little consumer loyalty. Consumers shop  
3 around for the best deals at any time including  
4 provisioning. If BellSouth can provide me with a telephone  
5 line within 24 hours, why should I bother with a company  
6 like Supra who is not even sure of delivering the service  
7 to me in 4 days! BellSouth charges Supra for obtaining  
8 customers and for losing customers. This is an absolutely  
9 ridiculous and outrageous situation.

10 To further confirm that BellSouth has designed its  
11 resale program to ensure the failure of Supra, BellSouth  
12 sent an implementation team to assist Supra in March 1998,  
13 nine months after Supra began its resale business with  
14 BellSouth. The purpose of the team is to teach ALECs how  
15 to do business with BellSouth. The team was with us  
16 between March 24, 1998, to March 26, 1998. The team was  
17 able to answer some of our questions, but left us without  
18 resolving a lot of the issues. The interesting part is  
19 that the team was supposed to have come before or  
20 immediately after we commenced business with BellSouth. It  
21 is quite significant that, when the team attempted to help  
22 Supra process an order to teach Supra how to process  
23 orders, the order was rejected by BellSouth's LCSC as  
24 inaccurate. It took the intervention of one of the team  
25 members to resolve the purchase order number (PON) and get  
26 it accepted by the Local Carrier Service Center (LCSC).

1 How in the world can Supra hope to successfully operate  
2 with BellSouth when its own employees do not know how (or  
3 choose not) to process orders from Supra without such  
4 unusual intervention?

5 Q. HOW IS YOUR TESTIMONY STRUCTURED?

6 A. I will address each of the issues as identified in this  
7 proceeding except for Issues 1, 2, 3, 6, and 8, which the  
8 Prehearing Officer determined should not be considered in  
9 this proceeding.

10

11 ISSUE NO. 4: HAS BELLSOUTH FAILED TO PROPERLY IMPLEMENT  
12 THE FOLLOWING PROVISIONS OF ITS INTERCONNECTION,  
13 COLLOCATION, AND RESALE AGREEMENTS WITH SUPRA SUCH THAT  
14 SUPRA IS ABLE TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY  
15 WITH THAT WHICH BELLSOUTH PROVIDES:

- 16 a. BILLING REQUIREMENTS;
- 17 b. TELEPHONE NUMBER ACCESS;
- 18 c. PROVISION OF DIAL TONE;
- 19 d. ELECTRONIC ACCESS TO OPERATIONAL SUPPORT SYSTEMS  
20 (OSS) AND OSS INTERFACES (ORDERING AND  
21 PROVISIONING, INSTALLATION, MAINTENANCE AND  
22 REPAIR);
- 23 e. NOTIFICATION REQUIREMENTS;
- 24 f. TIMELINESS OF INSTALLATION, REPAIR, AND  
25 MAINTENANCE.

26 a. Billing Requirements



1 A. BellSouth has so seriously failed to implement the  
2 billing requirements provisions of the agreements it has  
3 with Supra that Supra has had no possibility of providing  
4 local exchange service on parity with BellSouth.

5 BellSouth was not and is not prepared to handle an  
6 ALEC account as a reseller of local exchange telephone  
7 service. BellSouth has, therefore, utilized its "Club  
8 Billing" program to bill Supra. Club Billing is used by  
9 BellSouth for corporate customers with many lines  
10 subordinate to one main line. Club Billing is not the  
11 proper billing program for an alternative local exchange  
12 carrier. This is because Club Billing utilizes the DAB,  
13 the Diskette Analyzer Bill, which does not provide the  
14 appropriate types of information needed by an ALEC to  
15 efficiently and timely bill its customers. DAB is designed  
16 to give one bill with detail on various earning numbers  
17 pertaining to one main earning number. DAB does not give  
18 key information, such as city and zip code, necessary for  
19 an ALEC to generate the ALEC's billing. The reason DAB  
20 does not provide the complete customer service address is  
21 that the information is encrypted. BellSouth has either  
22 permitted an error in DAB or purposely created an error in  
23 DAB that exports binary data instead of address  
24 information. This binary data breaks the rules for ASCII II  
25 exports as defined in the BellSouth documentation for DAB.  
26 See exhibit OAR-13 for an example of such encrypted

1 information. It took the BellSouth account representatives  
2 two weeks to determine that the magnetic billing tape sent  
3 to Supra, as a Club Billing customer, did not contain the  
4 customer service address information as it has been  
5 encrypted. If "experts" could not figure it out, then it  
6 will be very hard for the users to use.

7 The BellSouth bill that is sent to regular residential  
8 customers contains certain monthly charges, such as  
9 Emergency 911, innotrac, Florida 511, etc., per earning  
10 number. In the DAB bill sent to Supra, these monthly  
11 charges are aggregated in the main billing account and not  
12 set out for each earning number. This is also true for  
13 taxes which are aggregated in the main billing account for  
14 Supra. According to the implementation team sent to us in  
15 March 1998 from BellSouth, BellSouth has no right to  
16 collect taxes from Supra. As an ALEC, Supra needs all  
17 aggregated information set out per earning number.

18 Each BellSouth feature or service, such as Caller ID,  
19 Business or Residential Line, Rewiring, etc., is provided  
20 by a specific Uniform Service Order Code (USOC). BellSouth  
21 was authorized by the Florida Public Service Commission to  
22 discount some of these items and not others. BellSouth has  
23 not provided adequate information as to which of the USOC  
24 codes are discounted and which are not. This is critical  
25 to Supra as Supra, in turn, discounts its service to its  
26 customers and to make an accurate discount, Supra must be

1 able to determine whether a particular USOC code represents  
2 a discounted charge or not.

3 We continuously receive billing data from BellSouth in  
4 a format we cannot understand. Rather than supplying CLEC-  
5 specific billing information, BellSouth treats Supra and  
6 its customers as if they were one large company, with many  
7 extension lines. As such the entire billing system only  
8 considers one billable customer, Supra. As a result, there  
9 is no adequate customer information supplied. We do  
10 receive a service address for each phone, but this is only  
11 available in one out of ten report formats. It took  
12 several months of digging to locate this rudimentary  
13 customer information. The other report formats export  
14 garbage resembling database table links, often in an  
15 illegal ASCII export format, which then has to be edited by  
16 hand before it can be imported into our billing system.

17 The problem is that the service address is not always  
18 the correct billing address, sometimes they are separated  
19 by 1,500 miles. In addition, these addresses are only give  
20 the street. No customer name, city, state, or zip code  
21 information is supplied.

22 BellSouth has all of this information in its database  
23 and it is possible to supply us this information through  
24 DAB. When a customer changes to Supra, the billing address  
25 is changed to Supra's address. This complication is  
26 frustrating, as Supra no longer has the same customer

1 information available as when the customer was a BellSouth  
2 customer. Even worse, BellSouth retains this information  
3 and "hides" it from Supra. As proof of this, we notice  
4 that when Supra processes a change order to send the  
5 customer back to Bellsouth, all of the correct address  
6 information appears immediately upon the order changeover.  
7 This occurs without Supra or BellSouth performing this data  
8 entry, so we know it is being refreshed from a master  
9 database that is not available to Supra for its resale  
10 customers.

11 The problems associated with having to manually type  
12 out the first months' bills, using address information that  
13 was either limited or just plain inadequate, coupled with  
14 our inability to present a detailed, itemized bill to  
15 Supra's customers has caused great customer  
16 dissatisfaction. See exhibit OAR-4 attached hereto which  
17 is an example of a manually-typed Supra bill. Indeed, we  
18 lost 75% to 90% of our existing customer base during this  
19 initial time period.

20 Not only did BellSouth cause Supra great problems  
21 billing its customers, but BellSouth's errors resulted in  
22 Supra being billed for BellSouth lines. See exhibit OAR-5  
23 attached hereto which contains a compilation of BellSouth  
24 lines for which Supra was billed in its second billing.

25 Supra has spent a good deal of time and effort  
26 contacting several companies including Perrine, Billing

1       Concept, Inc. of San Antonio, Texas, and Lesser Triff  
2       Consulting of Miami, Florida, and Saville, Inc., among  
3       others, in an attempt to purchase or develop software that  
4       can interface with BellSouth's billing software, but these  
5       efforts were unsuccessful for various reasons. Perrine  
6       wrote the billing software utilized by BellSouth. Perrine  
7       is no longer in business. Negotiations with the other  
8       companies ran into difficulties on various points.

9               Every time Supra has faced a problem or a question  
10       regarding billing, the answer from BellSouth's support  
11       personnel has been that the answer is not available.  
12       BellSouth's employees refer the question to some other  
13       employee and it takes a very long time to solve each and  
14       every issue that arises.

15              It is important to understand the myriad types of  
16       effects caused by these billing problems. Because Supra  
17       personnel were endlessly involved in trying to resolve  
18       these billing issues, they were not available to perform  
19       other essential duties. Because Supra could not get the  
20       information it needed, Supra could not send out accurate  
21       bills to its customers in a timely and efficient fashion.  
22       Because Supra's bills did not go out in a timely and  
23       accurate fashion, many customers had forgotten that they  
24       had switched their service to Supra and then called  
25       BellSouth to complain. BellSouth's customer service  
26       representatives then told them that they should file a

1 complaint with the Florida Public Service Commission  
2 because BellSouth did not know anything about Supra.  
3 Customers who did remember they had switched to Supra were  
4 unhappy because they received bills that were not accurate  
5 and were not timely. Many customers then refused to pay  
6 their bills to Supra. BellSouth customer service  
7 representatives often told customers they did not have to  
8 pay their bills to Supra if they disputed the amounts of  
9 the bills. All of this resulted in customers not paying  
10 Supra for services received, Supra being billed by  
11 BellSouth for those services, and Supra having many  
12 complaints filed at the Florida Public Service Commission,  
13 complaints which might have been avoided if Supra had been  
14 able to speak with those customers prior to BellSouth  
15 sending them to the Commission and if Supra had been  
16 permitted to focus on its provision of local exchange  
17 telephone services and not on billing issues with  
18 BellSouth. It is not possible to adequately quantify the  
19 devastating effects on Supra from BellSouth's unwillingness  
20 to provide Supra adequate and reasonable billing  
21 information and assistance in Supra's billing processes as  
22 an alternative local exchange carrier and not simply a  
23 corporate customer. I will discuss the adjustment to our  
24 bills from BellSouth that I believe is appropriate, however  
25 this adjustment does not begin to address the problems  
26 BellSouth has caused us with these billing issues.

1           Accurate and timely bills are an important ingredient  
2 of this industry. What BellSouth is doing to Supra by the  
3 confusion created in the billing process should not be  
4 ignored. We are forced to pay BellSouth every month what  
5 they bill us, but we do not have the capacity to collect  
6 from customers. What BellSouth is trying to do to Supra is  
7 to cut away our very survival--our revenues.

8           Pending the resolution of the billing disputes, Supra  
9 should be given immediate access to CRIS and RSAG.

10       **b. Telephone Number Access**

11       A. Paragraph 1 of Attachment 5 of the Interconnection  
12 Agreement, provides:

13           *Non-Discriminatory Access to Telephone Numbers*

14           *BellSouth currently serves as a North*  
15           *American Numbering Plan Administrator*  
16           *for its territory. During the term of*  
17           *this Agreement, and while BellSouth*  
18           *continues to serve as the numbering*  
19           *plan administrator, BellSouth will*  
20           *ensure that Supra Telecommunications &*  
21           *Information Systems, Inc., whether*  
22           *facilities-based or reseller, has*  
23           *nondiscriminatory access to telephone*  
24           *numbers for assignment to their*  
25           *customers under the same terms that*  
26           *BellSouth has access to telephone*

1                    *numbers.*

2        BellSouth has not provided Supra number availability on the  
3        same basis that BellSouth provides for itself. In  
4        BellSouth's Resale Ordering Guide for CLECs, pages 2-4,  
5        BellSouth states that CLECs could reserve a maximum of 100  
6        telephone numbers per CILLI (Common Language Location  
7        Identification, a.k.a. Central Offices). On October 13,  
8        1997, Supra faxed correctly filled out forms from the  
9        Resale Ordering Guide to a 1-800 fax line provided on the  
10       form requesting reservation of 100 telephone numbers each  
11       for approximately 57 CLLI in South Florida. (See composite  
12       exhibit OAR-6 containing pages from BellSouth's Ordering  
13       Guide for CLECs and faxes and forms sent by Supra to  
14       BellSouth.) This request was also brought to the attention  
15       of Mr. Wayne Carnes, the BellSouth account representative  
16       assigned to Supra. A couple of days later, Supra received  
17       a reply from BellSouth that this request was supposed to be  
18       faxed to the BellSouth LCSC in Birmingham, Alabama. On  
19       October 20, 1997, Supra faxed the correctly filled out  
20       forms to BellSouth's LCSC in Birmingham, Alabama, at the  
21       same time informing BellSouth's employee, Theresa Gentry, a  
22       Supervisor, of Supra's request. About a week later, Supra  
23       received a call from BellSouth stating that the forms Supra  
24       used in requesting telephone number reservation are not in  
25       use any more by BellSouth. New forms were requested, but  
26       none was received from BellSouth. An additional week



1 later, a call was received from BellSouth's LCSC resale  
2 group supervisor, Theresa Gentry, stating that we cannot  
3 reserve 100 numbers per CLLI. She also stated that we  
4 could only make a reservation of six telephone numbers on  
5 LENS per each Local Service Request. On November 4, 1997,  
6 Supra employee, Mr. Brad Hamilton, was told by Ms. Cheryl  
7 Story, a trainer for BellSouth, during a LENS training  
8 class, that the maximum number of lines that can be  
9 reserved through LENS is 6 phone numbers for a duration of  
10 9 days. This information was also given in the LENS User  
11 Guide on page 25. As to number availability on LENS, most  
12 of the time numbers that are supposedly available on LENS  
13 are already assigned by BellSouth to its customers. Supra  
14 has always had to wait long periods to give a new customer  
15 a telephone number when it takes BellSouth seconds to  
16 provide a telephone number for its own new customers.

17

18 **c. Provision of Dial Tone;**

19 A. In his testimony, Mr. John Reinke will address the  
20 problems Supra has experienced related to loss of dial  
21 tone. Mr. Marcus Cathey, BellSouth's Vice President of  
22 Interconnection (Sales), made a joke of Supra's loss of  
23 dial tone when he met me at the ALTS Convention in Atlanta  
24 on Tuesday, November 4, 1997. The hardship and bad  
25 publicity that this incident brought on Supra cannot be  
26 over-emphasized.

1

2

d. Electronic Access to Operational Support Systems (OSS)  
and OSS Interfaces (Ordering and Provisioning,  
Installation, Maintenance, and Repair);

5

6

A. Paragraph 1 of Attachment 6 of the Interconnection  
Agreement states as follows:

7

8

Quality of Ordering and Provisioning

9

*BellSouth shall provide ordering and*

10

*provisioning services to Supra*

11

*Telecommunications & Information*

12

*Systems, Inc., that are equal to the*

13

*ordering and provisioning services*

14

*BellSouth provides to itself or any*

15

*other ALEC, where technically feasible.*

16

*Detailed guidelines for ordering and*

17

*provisioning are set forth in*

18

*BellSouth's Local Interconnection and*

19

*Facility Based Ordering Guide and*

20

*Resale Ordering Guide, as appropriate,*

21

*and as they are amended from time to*

22

*time during this Agreement.*

23

24

Paragraph 2 of Attachment 6 of the Interconnection

25

Agreement states as follows:

26

Access to Operational Support Systems.

1                   BellSouth shall provide Supra  
2                   Telecommunications & Information  
3                   Systems, Inc. access to several  
4                   operations support systems. Access to  
5                   these support systems is available  
6                   through a variety of means, including  
7                   electronic interfaces. BellSouth also  
8                   provides the option of placing orders  
9                   manually (e.g, via facsimile) through  
10                  the Local Carrier Service Center. The  
11                  operations support systems available  
12                  are:

13                  Pre-Ordering.

14                  BellSouth provides electronic access to  
15                  the following pre-ordering functions:  
16                  service address validation, telephone  
17                  number selection, service and feature  
18                  availability, due date information, and  
19                  upon Commission approval of  
20                  confidentiality protections, to  
21                  customer record information. Access is  
22                  provided through the Local Exchange  
23                  Navigation System (LENS). Customer  
24                  record information includes any and all  
25                  customer specific information,  
26                  including but not limited to, customer

1                   *specific information in CRIS and RSAG.*

2                   . . .

3                   *Service Ordering and Provisioning.*

4                   *BellSouth provides electronic options*  
5                   *for the exchange of ordering and*  
6                   *provisioning information. BellSouth*  
7                   *provides and (sic) Electronic Data*  
8                   *Interchange (EDI) arrangement for*  
9                   *resale requests and certain unbundled*  
10                   *network elements. As an alternative to*  
11                   *the EDI arrangement, BellSouth also*  
12                   *provides through LENS an ordering and*  
13                   *provisioning capability that is*  
14                   *integrated with the LENS pre-ordering*  
15                   *capability.*

16                   *Service Trouble Reporting and Repair.*

17                   *Service trouble reporting and repair*  
18                   *allow Supra Telecommunications and*  
19                   *Information Systems, Inc., to report*  
20                   *and monitor service troubles and obtain*  
21                   *repair services. BellSouth shall offer*  
22                   *Supra Telecommunications and*  
23                   *Information Systems, Inc. service*  
24                   *trouble reporting in a non-*  
25                   *discriminatory manner that provides*  
26                   *supra Telecommunications and*

1                    *Information systems, Inc. the*  
2                    *equivalent ability to report and*  
3                    *monitor service troubles that BellSouth*  
4                    *provides to itself. BellSouth also*  
5                    *provides Supra Telecommunications and*  
6                    *Information Systems, Inc. an estimated*  
7                    *time to repair, an appointment time or*  
8                    *a commitment time, as appropriate, on*  
9                    *trouble reports. BellSouth provides*  
10                   *two options for electronic trouble*  
11                   *reporting. For exchange services,*  
12                   *BellSouth offers Supra*  
13                   *Telecommunications & Information*  
14                   *Systems, Inc. access to the Trouble*  
15                   *Analysis Facilitation Interface (TAFI).*  
16                   *For individually designed services,*  
17                   *BellSouth provides electronic trouble*  
18                   *reporting through an electronic*  
19                   *communications gateway.*

20                   BellSouth has failed to provide ordering and provisioning  
21                   to Supra that is equal to that BellSouth provides to  
22                   BellSouth. The primary reason for this is to ensure that  
23                   Supra fails in the resale business. BellSouth has refused  
24                   to provide acceptable electronic interfaces for Supra to  
25                   access BellSouth's operational support systems. BellSouth  
26                   refuses to use the electronic interface equipment that

1       Supra has purchased. BellSouth's systems are practically  
2       impossible for Supra to interface with because BellSouth  
3       has chosen to make it so. These systems are absolutely  
4       critical to Supra being able to provide local exchange  
5       telephone service at all, much less local telephone service  
6       that is equivalent to that provided by BellSouth.

7               The Web-based Local Exchange Navigational System  
8       (LENS) was provided as the primary system for change orders  
9       between Supra and BellSouth. We started putting orders  
10      through LENS, but had not received all of the "rules,"  
11      written and unwritten, for using LENS. We had never been  
12      told that LENS cannot accept orders for more than six  
13      lines. This is not mentioned anywhere online, checked for  
14      in the transaction processing of LENS, or announced as an  
15      error. Orders for more than six lines are swallowed up by  
16      the system and look just like an accepted order for one  
17      line. A major problem is that all business PBX, CENTREX  
18      and associated customers typically have more than six  
19      lines. So all of our lucrative business orders that were  
20      placed sat unprocessed, with the entered data lost or  
21      discarded. This required extensive follow-up calls and we  
22      were often told that there was no record of our order many  
23      days after it was submitted. We finally found out that all  
24      of these orders must be submitted manually, but not until  
25      after a number of business customers cancelled their  
26      relationship with Supra due to "our" inability to deliver

1 the product that we had advertised ourselves able to  
2 deliver.

3 Orders faxed to BellSouth are often lost. After the  
4 mandatory waiting time to turn up new service has passed,  
5 we call BellSouth for a status only to find out that the  
6 order has "never been received, please fax it again." On  
7 occasion, after a second faxing, the order is "still not  
8 received, please fax it again." With a normal two day  
9 (maximum) processing time per the interconnection  
10 agreement, new service accounts have been delayed twelve to  
11 thirteen days in this manner. See composite exhibit OAR-7  
12 containing Supra Tracking and Inquiry Forms illustrating  
13 some of the many problems Supra has had with BellSouth's  
14 ordering and provisioning services.

15

16 e. Notification Requirements;

17 A. Supra has regularly experienced events and problems in  
18 its operations as a result of not receiving any notice  
19 ahead of time from BellSouth. One example of this problem  
20 is that BellSouth changes the password for the use of its  
21 LENS system on a random basis without notifying Supra.  
22 Supra is dependent upon the LENS system to perform its  
23 basic functions and without such notice, Supra is  
24 completely unable to order service for new customers or any  
25 of the other activities for which it must, as a reseller,  
26 rely on BellSouth.

1           Supra has continually requested, in correspondence and  
2           in conversations with BellSouth employees, notification on  
3           all customer changes, drops, etc., that are processed by  
4           BellSouth. Supra has never received such notification on a  
5           timely and accurate basis.

6           Attached as composite exhibit OAR-8 are three reports  
7           entitled "PIC Adds/Disconnects Report-BellSouth" run on  
8           January 23, 1998, February 6, 1998, and February 13, 1998.  
9           These reports were generated by BellSouth and were sent to  
10          Supra apparently in response to Supra's continuing request  
11          for reports of daily activities that would show which  
12          customers had switched to Supra, which customers had gone  
13          back to BellSouth, etc. From a superficial review of these  
14          reports, it is clear they are intended to provide  
15          information on the long distance carriers of our customers.  
16          These reports are not intended nor designed to provide an  
17          alternative local exchange carrier with the daily activity  
18          information it needs. Beyond this, these reports are full  
19          of errors. These reports are supposed to be used by Supra  
20          to collect revenues from the long distance carriers. How  
21          can we use reports full of errors to collect revenues?  
22          Supra has lost several thousands of dollars because of this  
23          situation. We estimate that we have lost a sum of about  
24          \$300,000 in uncollected revenues from long distance  
25          carriers. When the information is checked against the LENS  
26          system, it does not match up. Supra has no way of knowing



1       whether the LENS system is inaccurate or whether the  
2       reports are inaccurate. By analysis of the February 13,  
3       1998, report, comparing it to LENS and Supra customer  
4       documents, and to actual requested transaction documents,  
5       Supra determined that 10% of the 60 entries included an  
6       incorrect telephone number, a 55% mismatch on who the  
7       customer belongs to, Supra or BellSouth, 30% erroneous EC  
8       Order Numbers, 13% erroneous Conversion Date, 55% erroneous  
9       IC Reference Number, and 3% erroneous business/residence  
10      flag. In preparing this analysis, Supra noted that in some  
11      cases the BellSouth report agreed with Supra records, while  
12      LENS did not. In other cases, we found a disagreement  
13      between the two systems claiming the customer had switched  
14      back to BellSouth. In most of these cases, Supra is unable  
15      to verify this because we have not been notified. This  
16      highlights the fact that LENS itself is often wrong. As  
17      LENS is the only BellSouth operational support system Supra  
18      has at its disposal, the fact that it is often three weeks  
19      behind in incorporating customer change information means  
20      that Supra has no valid information available to talk with  
21      customers. It is obvious that we often do not even know  
22      that a customer is not ours for several weeks after the  
23      event, further complicating submittal of last bill,  
24      connect/disconnect charge, etc.

25               BellSouth has begun sending an additional letter to  
26      Supra to inform us that a customer has switched back to

1 BellSouth. We receive this letter three weeks after the  
2 switch making it impossible to use this information for the  
3 last bill and disconnect charge purposes.

4 All of this lack of notification contrasts with  
5 BellSouth's superior position in that BellSouth is informed  
6 of a customer change by Supra before the change takes  
7 place. This puts BellSouth in a position to deny the  
8 conversion, to send out a retention letter to the customer,  
9 to prepare additional or final billing, and to send out a  
10 letter to the customer at the point of conversion. Supra  
11 is informed weeks after a conversion, the information is  
12 often inaccurate and must constantly be manually verified  
13 against a source that is itself full of errors and delays  
14 in updating new information. Supra is unable to properly  
15 close out customers accounts, to prepare final billing in a  
16 timely fashion, or even to get compensated for disconnect  
17 charges due to the lateness of the BellSouth notification.  
18 This is having an incredibly detrimental financial and  
19 business impact on Supra. The electronic interoperation  
20 between separate business entities that is demonstrated by  
21 the interoperation between airlines, travel agents, hotels,  
22 and cruise lines daily shows that the technology has been  
23 available for years. Certainly BellSouth should be on the  
24 cutting edge of such technology.

25  
26 **f. Timeliness of Installation, Repair, and Maintenance.**

1 A. BellSouth has failed to meet requests for installation  
2 of new services, as well as requests for repair and  
3 maintenance of existing services, on a basis equivalent to  
4 that which BellSouth provides for its own customers. See  
5 exhibit OAR-9 attached hereto containing actual intervals  
6 for provisioning of service by BellSouth for Supra's  
7 customers.

8 When Supra customers dial 611 for service, they are  
9 immediately connected to BellSouth's repair center, not to  
10 Supra's repair line. At this point, the BellSouth repair  
11 people inform the customer that they cannot do anything for  
12 the customer because they are a Supra customer, that  
13 BellSouth does not know how to connect them to Supra's  
14 repair services, and suggesting that if they would just  
15 speak to BellSouth customer service and switch back to  
16 BellSouth, BellSouth could have a repair crew out to their  
17 location in two hours. This gives BellSouth an unfair  
18 advantage to win back accounts when they are at their most  
19 vulnerable--when the customer is in need of repair. If the  
20 Supra Sales Department was given the opportunity to talk to  
21 each dissatisfied BellSouth customer when they initially  
22 called for repairs, this would certainly give Supra a great  
23 advantage. Furthermore, the BellSouth repair personnel  
24 know that if a customer of an ALEC reselling BellSouth's  
25 service calls, it will be BellSouth personnel that will fix  
26 the service outage. This information is not communicated

1 to the customer. Requiring the manual processing of the  
2 great majority of the communications that must go between  
3 BellSouth as the Incumbent LEC and Supra as the ALEC  
4 reselling BellSouth's services, when electronic means are  
5 available and the industry norm, is a clear violation of  
6 BellSouth's duty to provide Supra the access to its network  
7 and services that will make it possible for Supra to  
8 provide local phone service on a level comparable to that  
9 provided by BellSouth to its customers.

10 Supra customers have had to wait up to four weeks to  
11 have phone services hooked up. When a Supra customer  
12 complains, BellSouth may take as long as 24 hours or  
13 several days to fix the trouble, when, for its own  
14 customers, BellSouth takes an average of two hours to  
15 respond to trouble complaints. BellSouth has not provided  
16 Supra appropriate access to BellSouth's operational support  
17 systems that would permit Supra to properly electronically  
18 submit its ordering and provisioning, installation,  
19 maintenance and repair requests. Mr. Brad Hamilton will  
20 address this issue in greater detail in his testimony.

21  
22 **ISSUE NO. 5: HAS BELLSOUTH PROVIDED ADEQUATE WRITTEN**  
23 **RULES, REGULATIONS, CODES, INSTRUCTIONS, DESCRIPTIONS OF**  
24 **PROCEDURES, OTHER WRITTEN MATERIALS, TECHNICAL GUIDANCE,**  
25 **AND ACTUAL SUPPORT SERVICE, OR MADE ANY MODIFICATIONS OF**  
26 **PROCEDURES, IF NECESSARY, IN TIMELY FASHION, TO PERMIT**

1 SUPRA TO UNDERSTAND AND UTILIZE EFFECTIVELY BELLSOUTH'S  
2 PROCEDURES FOR BILLING, ORDERING, PROVISIONING,  
3 INSTALLATION, REPAIR, ETC., THAT ARE ESSENTIAL TO SUPRA'S  
4 ABILITY TO PROVIDE LOCAL EXCHANGE SERVICE ON PARITY WITH  
5 BELLSOUTH?

6  
7 A. No, BellSouth has not provided adequate written rules,  
8 regulations, codes, instructions, descriptions of  
9 procedures, other written materials, technical guidance,  
10 actual support service, nor made any modifications of its  
11 procedures to enable Supra to effectively utilize  
12 BellSouth's procedures for billing, ordering, provisioning,  
13 installation, repair, etc.

14 BellSouth has offered training for CLEC employees and  
15 Supra has taken advantage of many training classes. Indeed  
16 Supra has spent at least \$101,338.56 on training with  
17 BellSouth. However, these training classes have been very  
18 unsatisfactory. The trainers often do not know the answers  
19 to questions that Supra raises.

20 Supra employees attended CLEC training at BellSouth in  
21 Birmingham, Alabama. Chief among the topics covered was  
22 the need to eliminate order acceptance and processing  
23 problems. It was presented that Supra must fill out a  
24 specific standard form and fax it to BellSouth, as the  
25 electronic systems could not be relied upon. As Supra had  
26 already had bad experiences with BellSouth not accepting

1 these forms from us, the employees asked for clarification  
2 and instructions on filling out the form correctly so that  
3 Supra could get them processed the first time. The  
4 employees were told that "it was not the responsibility"  
5 [of the CLEC trainer] "to teach us how to fill out the  
6 form." This was a BellSouth form which Supra, as an ALEC,  
7 was being required to utilize to request services from  
8 BellSouth as the incumbent LEC.

9 Not filling out these forms "just so" always resulted  
10 in the forms being kicked back. Since BellSouth provided  
11 no training or instructions on how to fill them out, this  
12 type of order rejection was practically guaranteed.

13 The LENS system for placing orders and changes went  
14 down several times in a day. See exhibit OAR-10 attached  
15 hereto which consists of logs on the LENS system kept by  
16 Supra employees. During this time we are unable to do  
17 business. Even the fallback system for order processing,  
18 the highly unreliable fax system, is unavailable.  
19 BellSouth will not accept fax orders from us during times  
20 when the online LENS system is down as "we cannot supply  
21 necessary customer information from LENS required to  
22 process the fax orders." BellSouth certainly has the  
23 ability through its OSS to process orders during times that  
24 their Web-based LENS service is down. Supra must receive  
25 the same consideration. At this time we do not.

26 To make matters worse, on one occasion LENS was down

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1 for an entire week. From January 23, 1998, to January 30,  
2 1998, LENS was totally unavailable to us. BellSouth,  
3 during this period, held onto a check that we sent them for  
4 payment of our bills. BellSouth employees claimed that the  
5 bank informed them that Supra did not have enough funds in  
6 its account to cover the value of the check. We know this  
7 to be completely false as our account representative at the  
8 bank told us several times that BellSouth did not call the  
9 bank. During this period, we lost several large accounts,  
10 including a very large customer, Pharm Ed. We believe that  
11 BellSouth wanted Pharm Ed back and that this was the reason  
12 BellSouth withheld our check and did not deposit it in the  
13 bank. It is not the common practice to call the bank to  
14 verify that there are funds to cover a check received from  
15 a customer or vendor unless there have been previous bad  
16 checks received. Supra has never given BellSouth a bad  
17 check. Supra believes this was an intentional anti-  
18 competitive tactic by BellSouth to get Pharm Ed back which  
19 BellSouth succeeded in doing.

20 Due to the catch-22 regulations regarding paper/fax-  
21 based transactions, we were unable to provide service to  
22 our customers during that 7-day period. During that same  
23 period, BellSouth was able to provide service to its own  
24 customers in the same geographical areas, once again  
25 highlighting the discriminatory design and rules being  
26 applied toward Supra's customer service order processing.

1           BellSouth has staffed its Interconnection Services  
2 bureau with employees who either do not know the answers or  
3 are unwilling to provide the timely answers Supra needs to  
4 the questions that come up daily in the context of the  
5 resale and interconnection agreements between these two  
6 companies. Supra continually has to wait hours and days  
7 and sometimes weeks to resolve problems that should be  
8 resolved immediately.

9           In November or December 1997, we requested that our  
10 Account Team at BellSouth give us a copy of the manual that  
11 explains the service capabilities of the unbundled loops.  
12 We wanted to get answers to some specific questions.  
13 BellSouth wanted to know why we needed the information and  
14 we explained why. We did not receive the handbook until we  
15 went for a meeting with BellSouth on January 29, 1998. At  
16 the meeting, BellSouth employees who are the "experts"  
17 argued amongst themselves over the correct answers to our  
18 questions. What this translates to is that the "experts"  
19 are not even sure of the answers to give us.

20           BellSouth's employees have displayed an attitude  
21 toward Supra that indicates that they do not have to  
22 respond to Supra's questions or requests for information  
23 nor is the resolution of problems with Supra's  
24 interconnection high on their list of priorities. As an  
25 example of the attitude Supra has been subjected to, on one  
26 occasion when I was meeting with BellSouth employees, Mr.



1 Wayne Carnes, Supra's account representative for BellSouth,  
2 reported to me that BellSouth's Collection Department had  
3 referred to Supra as a "fly-by-night" company.

4 There was an occasion when Ms. Cynthia Arrington told  
5 me that BellSouth did not send out retention letters prior  
6 to working Supra's orders. This statement was made in the  
7 presence of Mr. Wayne Carnes and Mr. Marcus Cathey. Ms.  
8 Arrington made me look like a fool and an alarmist to be  
9 concerned about this. However, in a subsequent  
10 communication, Ms. Nancy Sims, Director of Regulatory  
11 Affairs for BellSouth, stated that BellSouth had, indeed,  
12 been sending out retention or "winback" letters prior to  
13 even working Supra's orders. This is an outrageously anti-  
14 competitive tactic by the incumbent local exchange company.  
15 This letter inspires concern on the part of the consumer  
16 that he or she will have a completely new and unreliable  
17 network when in fact it is BellSouth's network that will  
18 still be utilized to service the customer. See exhibit  
19 OAR-14 for two examples of retention or "winback" letters  
20 sent by BellSouth to me personally and to Supra  
21 Telecommunications & Information Systems, Inc., as a small  
22 business customer. Supra requests that the Commission  
23 order BellSouth not to send such retention or "winback"  
24 letters to customers for at least eighteen months after a  
25 switch in service.

26 Mr. Brad Hamilton will provide testimony regarding his

1 experience with BellSouth training. Mr. John Reinke will  
2 address in more detail Supra's problems with BellSouth's  
3 unresponsiveness.

4  
5  
6  
7 **ISSUE NO. 7: HAS BELLSOUTH ACTED APPROPRIATELY IN ITS**  
8 **BILLING OF SUPRA AND HAS SUPRA TIMELY PAID ITS BILLS TO**  
9 **BELLSOUTH?**

10 A. Supra has continually tried to operate responsibly in  
11 its relationship with BellSouth. Due to the billing  
12 problems in the initial period of operation, Supra  
13 disputed billing records for certain accounts. Supra  
14 documented this disputed billing information to BellSouth's  
15 Ms. Cynthia Arrington. On behalf of BellSouth, Ms.  
16 Arrington has stated it will not consider adjustments to  
17 these disputed accounts and if Supra is not happy, Supra  
18 should go to the Florida Public Service Commission.

19 Supra paid BellSouth's bills on time and in full up  
20 until the point that Supra realized that its operation was  
21 being so completely compromised by BellSouth's incompetence  
22 and outright anti-competitive behavior that Supra was not  
23 making anything, as well as the fact that Supra was being  
24 charged a full month's service in advance in addition to  
25 the connection fee for every customer that switched to  
26 Supra. If a customer switched back to BellSouth within a  
27 few days, Supra would be charged a connection fee, as well  
28 as a disconnection fee of \$29.41, in addition to the charge

1 for a full month's service in advance. BellSouth also  
2 charged the customer upon his or her return to BellSouth a  
3 full month's service in advance. This represents double  
4 billing on BellSouth's part. On the very first bill for  
5 every Supra customer is a connection charge of \$19.00 for  
6 business accounts and \$10.00 for residential accounts from  
7 BellSouth. Accompanying these charges is the current month  
8 PLUS one month in advance for every account that switches  
9 to Supra. Supra believes these charges are illegal, anti-  
10 competitive and not in compliance with the  
11 Telecommunications Act of 1996. These charges represent  
12 "unreasonable or discriminatory conditions or limitations  
13 on the resale of" BellSouth's telecommunications services  
14 in violation of Section 251(b)(1) of the Act. In the long  
15 distance business, long distance providers are charged  
16 \$3.00 to change a subscriber's PIC.

17 The one aspect of Supra's interconnection and resale  
18 agreements that BellSouth has truly been on top of has been  
19 its efforts to make Supra pay its bills to BellSouth.  
20 BellSouth has continually threatened Supra with service  
21 being cut off. In fact, BellSouth has disconnected Supra  
22 on one occasion with full knowledge that Supra disputed the  
23 amount of the bills.

24 At the present time, Supra has paid all of BellSouth's  
25 bills in full even though Supra believes it has been  
26 seriously overcharged. Supra requests the Commission to

1 require BellSouth to refund Supra \$686,512.96 which  
2 represents the total of the one month's service in advance  
3 charges that BellSouth has charged Supra for customers that  
4 switched to Supra and returned to BellSouth in less than  
5 five days, as well as any other adjustment to the bills  
6 Supra has paid BellSouth that the Commission believes is  
7 appropriate.

8  
9 **ISSUE NO. 9: HAS BELLSOUTH APPROPRIATELY APPLIED SECTIONS**  
10 **A2.3.8A AND A2.3.8B OF ITS GENERAL SUBSCRIBER SERVICES**  
11 **TARIFF TO SUPRA?**

12 A. Supra believes that BellSouth has inappropriately  
13 applied Sections A2.3.8A and A2.3.8B of its General  
14 Subscriber Services Tariff by requiring Supra to pay for a  
15 full month's service in advance when a customer switches to  
16 Supra. On the occasions when a customer switched to Supra  
17 for only a few days and then switched back to BellSouth,  
18 Supra was billed for one full month's service in advance,  
19 as well as connection and disconnection fees. The customer  
20 was also charged for a full month's service in advance upon  
21 his or her return to BellSouth. To the extent that the  
22 General Subscriber Services Tariff may be interpreted to  
23 permit BellSouth to do this, the Commission should require  
24 BellSouth to modify its tariff to remove this charge for  
25 one full month's service in advance when a BellSouth  
26 customer switches his or her service to an ALEC that is

1 reselling BellSouth's local exchange telephone service.  
2 There is no way any alternative local exchange carrier can  
3 possibly make a customer want to switch to its service when  
4 BellSouth is permitted to charge that customer, through the  
5 ALEC, for a full month's service in advance.

6 This charge for one full month's service in advance to  
7 the former BellSouth customer represents a tremendously  
8 serious barrier to entry into the local telephone service  
9 market. The Commission should order BellSouth to make  
10 adjustments to the bills it has charged Supra to remove  
11 these overcharges when BellSouth has charged both Supra and  
12 a returning customer for the same month's service.

13  
14 **ISSUE NO. 10: HAS BELLSOUTH RESPONDED APPROPRIATELY TO**  
15 **CONSUMER QUERIES REGARDING SUPRA?**

16 A. BellSouth's customer service representatives and other  
17 employees that have contact with the public have utilized  
18 every opportunity to disparage and criticize Supra to the  
19 public and to Supra's customers. At a meeting of  
20 BellSouth's officers in December 1997, I complained about  
21 these issues. In response to my concern that BellSouth's  
22 customer service representatives should clarify for  
23 inquiring customers that Supra is a reseller of BellSouth's  
24 local service, Mr. Marcus Cathey asked what would  
25 BellSouth's customer service representatives need to say  
26 when and if Supra becomes a facility-based ALEC. I stated

1 that BellSouth should wait until that happens to address  
2 that concern, however, if Supra continues to resell  
3 BellSouth's local service at that point, BellSouth's  
4 customer service representatives should inform inquiring  
5 customers that such is the case. Among the types of  
6 comments that have been made to Supra's customers are:

7 1) BellSouth has never heard of Supra and knows  
8 nothing about Supra.

9 2) Supra is an insignificant, unreliable company that  
10 customers should not consider to provide them local phone  
11 services.

12 3) Customers will lose their opportunity to have  
13 yellow pages advertising if they sign up with Supra.

14 4) Customers will lose access to the Internet if they  
15 sign up with Supra.

16 5) Customers do not have to pay Supra if they dispute  
17 Supra's bill.

18 6) Customers should file a complaint with the Florida  
19 Public Service Commission if they have any problem with  
20 Supra without first calling Supra to discuss any problems  
21 they are having with Supra to give Supra an opportunity to  
22 resolve any problems.

23 In his testimony, Mr. Brad Hamilton will address the  
24 customer comments he received as a result of BellSouth's  
25 contacts with Supra customers.

26 BellSouth has not only made comments in its contacts

1 with Supra customers during phone conversations, but  
2 BellSouth has undertaken an anti-competitive campaign  
3 against Supra that includes targeting specific business and  
4 association customers that Supra had contacted and giving  
5 disparaging information about Supra to those potential  
6 Supra customers.

7 BellSouth is a member of the United States Telephone  
8 Association which has undertaken an advertising campaign  
9 against the provision of alternative local exchange  
10 services that has contributed to the difficulties Supra has  
11 experienced in gaining new customers. This campaign is  
12 titled "Call Them On It." This media campaign, which  
13 includes brochures, television ads, Internet ads, and  
14 newspaper ads, focuses on creating doubt and concern in the  
15 potential ALEC customers as to who will repair their phones  
16 if there is a problem.

17  
18 **ISSUE NO. 11: WHAT RELIEF, IF ANY, SHOULD THE COMMISSION**  
19 **ORDER FOR SUPRA OR BELLSOUTH?**

20 A. The Commission should require BellSouth to provide  
21 Supra with access to BellSouth's electronic interface and  
22 all operational support systems that will enable Supra to  
23 perform its ordering and provisioning, installation,  
24 maintenance, and repair functions on a parity with  
25 BellSouth. This means that Supra should not have to submit  
26 any orders by fax. All ordering should be done

1 electronically, the same way BellSouth handles it own  
2 customers' orders.

3 The Commission should stop BellSouth from charging  
4 switching fees of \$19.00, the reconnection charge of  
5 \$29.14, and the one month's service in advance charge for  
6 each customer that switches to Supra.

7 The Commission should order BellSouth to include  
8 Supra's name, as well as all other ALECs operating in its  
9 territory, in its directory advertising to inform customers  
10 that Supra and other ALECs are, in fact, providing  
11 alternative local exchange services.

12 The Commission should require BellSouth to  
13 dramatically modify its billing services to address the  
14 needs of Supra as an ALEC. This means that BellSouth's  
15 billing for Supra should be aimed at providing Supra the  
16 billing information it needs in an accessible, meaningful  
17 fashion. Any information in BellSouth's possession that  
18 will assist Supra in its billing processes as an ALEC  
19 should be required to be provided to Supra in a timely,  
20 efficient manner. BellSouth should be required to offer  
21 Supra the option of paying BellSouth to perform Supra's  
22 billing services at fair and reasonable rates.

23 The Commission should require BellSouth to refrain  
24 from any further anti-competitive and discriminatory  
25 activities against Supra including, but not limited to,  
26 requiring BellSouth employees to:



1           a) acknowledge, in response to customer inquiries,  
2 that Supra is a Florida Public Service Commission-  
3 certificated alternative local exchange carrier;

4           b) tell customers of Supra to contact Supra if they  
5 are reporting a problem to give Supra the opportunity to  
6 resolve any problems they may be having;

7           c) stop advising Supra customers to file complaints  
8 against Supra at the Florida Public Service Commission; and

9           d) stop making derogatory or untrue statements  
10 regarding Supra of any kind to customers.

11           The Commission should stop BellSouth from sending  
12 retention letters to new Supra customers for at least  
13 eighteen months.

14           The Commission should require BellSouth to offer Supra  
15 the option of paying BellSouth to perform Supra's billing  
16 services at fair and reasonable prices.

17           The Commission should require BellSouth to resell its  
18 dark fiber to Supra as an unbundled network element.

19           The Commission should require BellSouth to refund to  
20 Supra any amounts for which Supra was incorrectly billed or  
21 overcharged.

22           Most significantly, the Commission should arbitrate  
23 the rates, terms, and conditions of Supra's resale,  
24 collocation, and interconnection agreements with BellSouth  
25 because of BellSouth's failure to negotiate in good faith  
26 with Supra.

1 Q. Does this conclude your testimony?

2 A. Yes.

**TABLE 1**

**BELLSOUTH/ALEC RATES - FLORIDA**  
**UNBUNDLED NETWORK ELEMENTS**

<b>Network Interface Device, Per Month</b>	\$0.76 (interim rate)
<b>Loops, including NID</b>	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
<b>Unbundled Loop Channelization System (DS1 to VG)</b>	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50

<b>End Office Switching</b>	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge
<b>Operator Systems</b>	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt

Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
<b>Directory Assistance</b>	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)
NRC	\$100.49 (interim rate)
switched common	
per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	
per DA call	\$0.00055

<b>Dedicated Transport</b>	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
<b>Common Transport</b>	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
<b>Tandem Switching</b>	\$0.00029 per minute
<b>Signaling Links</b>	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00
<b>Signal Transfer Points</b>	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
<b>Service Control Points</b>	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)

AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and ALEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
<b>Call Transport and Termination (2)</b>	
(2) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

**TABLE 2**

**PHYSICAL AND VIRTUAL COLLOCATION  
 PHYSICAL COLLOCATION**

**SCHEDULE OF RATES AND CHARGES**

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	\$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	\$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750.00
Floor Space	Zone A RC (per square foot)	\$7.50
	Zone B RC (per square foot)	\$6.75
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects	2-wire RC (per cross-connect)	\$0.30
	4-wire RC (per cross-connect)	\$0.50
	DS1 RC (per cross-connect)	\$8.00
	DS3 RC (per cross-connect)	\$72.00
	2-wire NRC (first cross-connect)	\$19.20
	4-wire NRC (first cross-connect)	\$19.20
	DS1 NRC (first cross-connect)	\$155.00
	DS3 NRC (first cross-connect)	\$155.00
	2-wire NRC (each additional cross-connect)	\$19.20
	4-wire NRC (each additional cross-connect)	\$19.20
	DS1 NRC (each additional cross-connect)	\$27.00
	DS3 NRC (each additional cross-connect)	\$27.00
POT Bay	2-wire RC (per cross-connect)	\$0.40
	4-wire RC (per cross-connect)	\$1.20
	DS1 RC (per cross-connect)	\$1.20
	DS3 RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00
Security Escort	Basic - first half hour NRC-ICB	\$41.00
	Overtime - first half hour NRC-ICB	\$48.00
	Premium - first half hour NRC-ICB	\$55.00
	Basic - additional half hour NRC-ICB	\$25.00
	Overtime - additional half hour NRC-ICB	\$30.00
	Premium - additional half hour NRC-ICB	\$35.00



Notes

NRC: Non-recurring Charge - one-time charge  
RC: Recurring Charge - charged monthly  
ICB: Individual Case Basis - one-time charge

(1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

(2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC. for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

under this Agreement, or to improve service as Supra Telecommunications and Information Systems, Inc. and BellSouth may mutually agree. BellSouth and Supra Telecommunications and Information Systems, Inc. agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, Supra Telecommunications and Information Systems, Inc. reserves its right to request targets that exceed parity. Such a request may require Supra Telecommunications and Information Systems, Inc. to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

## 2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

- 2.1 *Desired Due Date*: Measures as a percent how often BellSouth is able to meet Supra Telecommunications and Information Systems, Inc.'s desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date within sixty days from execution of this Agreement. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and Supra Telecommunications and Information Systems, Inc. Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, within sixty days from execution of this Agreement. In addition, BellSouth and Supra Telecommunications and Information Systems, Inc. shall jointly develop within sixty days from execution of this Agreement, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to Supra Telecommunications and Information Systems, Inc. are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
<i>Lines/trunks with no premises visit:</i>	
<i>Business</i>	

1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	≤ 2 business days*
Lines/trunks with premises visit:	

\* Under normal business conditions

<i>Business</i>	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex) <sup>(sm)</sup>	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED

Unbundled Network Elements	
<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements within sixty days from execution of this Agreement.
FEATURE CHANGES	

- Under normal business conditions

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September 18, 1997

Olukayode Ramos  
129 Gavilan Avenue  
Coral Gables, FL 33143-6557

Dear Customer,

We recently received your request to switch your local phone service to another carrier. Because we value you as a customer, we're disappointed that you have selected another provider. However, your service has been transferred as per your request, and your final bill should reflect this change.

If you are unaware that we received a request to switch your service, please notify us of the problem so that we can correct it. You can call us at 1-800-733-3285, 24 hours a day, 7 days a week.

We thank you for your business and hope to have the opportunity to meet your communications needs again in the future.

Sincerely,



Ralph de la Vega  
Vice President and General Manager  
Consumer Services -- Florida

BellSouth Telecommunications  
P. O. Box 100170  
Columbia, SC 29202-3170

December 9, 1997  
(305)863-7300

*Claudia's  
Patrimony  
- national*



**SUPRA TELECOM  
269 GIRALDA AV  
SUITE 203  
CORAL GABLES FL 33134-5002**

**Dear Customer:**

Your Small Business Team at BellSouth values you as a customer, so we regret that you have chosen another provider for your local communications service. However, per your request, we will transfer your service as of December 8, 1997 and send you a final bill for the services you will now be receiving from another carrier.

While we fully respect your request to make a change, we want you to know that we remain committed to meeting the unique communications needs of each small business in Florida. We hope you will give us the opportunity to earn your business in the future. We will always be here to listen and respond to you.

Finally, we would like to thank you for doing business with BellSouth. If you have any questions or if we can assist you in any way, please call a Small Business specialist in Florida at 780-2800.

**Rob Capell  
Vice President  
Small Business Services**

SUPRA  
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Docket No. 980119-TP  
Exhibit \_\_\_\_\_ (OAR-14)