

ORIGINAL

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May 21, 1998

Mrs. Blanca S. Bayó
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Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 980119-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Brief of the Evidence, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy B. White (cc)
Nancy B. White

ACK _____

AFA _____

APP _____

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EAG _____

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All parties of record
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CERTIFICATE OF SERVICE
Docket No. 980119-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served
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ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Supra Telecommunications) Docket No.: 980119-TP
and Information Systems, Inc., Against)
BellSouth Telecommunications, Inc.)
_____) Filed: May 21, 1998

**BELLSOUTH TELECOMMUNICATIONS, INC.
BRIEF OF THE EVIDENCE**

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STATEMENT OF THE CASE

On February 8, 1996, the Telecommunications Act of 1996 (the "Act") became law. The Act required interconnection negotiations between incumbent local exchange carriers and new entrants. On June 26, 1997, BellSouth Telecommunications, Inc. ("BellSouth") and Supra Telecommunications and Information Systems, Inc. ("Supra") filed a request for approval of a resale agreement under the Act. On October 8, 1997, this Commission approved that agreement in Order No. PSC-97-1213-FOF-TP. On August 7, 1997, BellSouth and Supra filed a request for approval of a Collocation Agreement under the Act. On November 25, 1997, the Commission approved that agreement in Order No. PSC-97-1490-FOF-TP. On November 24, 1997, BellSouth and Supra filed a request for approval of a resale, interconnection, and unbundling agreement under the Act. On February 3, 1998, this Commission approved that agreement in Order No. PSC-98-0206-FOF-TP. The Commission found that all of the agreements complied with the Act. The agreements govern the relationship between BellSouth and Supra regarding resale, unbundling, interconnection and collocation pursuant to the Act. On January 23, 1998, Supra filed a Complaint for resolution of disputes as to the implementation and interpretation of the resale and interconnection agreements.

The formal hearing on this matter took place on April 30, 1998. BellSouth submitted the direct and rebuttal testimony of W. Keith Milner and Patrick C. Finlen and the rebuttal testimony of David P. Scollard, William N. Stacy, and Marcus B. Cathey. The hearing produced a transcript of 632 pages and 43 exhibits.

This Brief of Evidence is submitted in accordance with the post-hearing procedures of Rule 25-22.056, Florida Administrative Code. A summary of BellSouth's position on each of the issues to be resolved in this docket is delineated in the following pages and marked with an asterisk.

STATEMENT OF BASIC POSITION

BellSouth has used its best efforts to assist Supra in implementing the various provisions of the agreements. BellSouth has made a good faith effort to comply with all the requirements and obligations of the BellSouth - Supra interconnection and resale agreements. BellSouth is fully committed to continued, cooperative efforts.

STATEMENT OF POSITION ON THE ISSUES

Issue 1: Has BellSouth failed to properly implement the following provisions of its Interconnection, Collocation and Resale agreements with Supra such that Supra is unable to provide local exchange service on parity with that which BellSouth provides:

- a. billing requirements;
- b. telephone number access;
- c. provision of dial tone;
- d. electronic access to Operations Support Systems (OSS) and OSS Interfaces (Ordering and provisioning, Installation, maintenance and repair);
- e. notification requirements;
- f. timeliness of installation, repair and maintenance.

****Position:**

- a. No. BellSouth has provided Supra with the information needed by Supra in order to bill its customers.
- b. No. BellSouth has provided Supra with access to telephone numbers available at parity with itself.
- c. No. BellSouth is aware of one incident in which the dial tone for Supra's corporate offices was disconnected as a result of a location move by Supra. The cause was human error.
- d. No. BellSouth has provided Supra access to Operations Support Systems such that Supra can provide local exchange service.

- e. No. BellSouth notifies all ALECs of changes in its Operational Support Systems via written notification and BellSouth's Interconnection Services Website.
- f. No. BellSouth has provided Supra with timely provisioning, maintenance, and repair services.

A. Billing Requirements

Supra alleges that BellSouth has failed to properly implement the provisions of the interconnection and resale agreement in the area of billing. (Tr. p. 22). This contention is without merit. BellSouth's obligations under the interconnection and resale agreement are the same. Attachment 7 of the interconnection agreement governs the billing obligations of BellSouth. (Exhibit 1). Attachment 7 provides that BellSouth will provide billing to Supra through the Carrier Access Billing System ("CABS") and through the Customer Records Information Systems ("CRIS) depending on the particular services that Supra requests. (Section 1.1 of Attachment 7). Section 1.2 of Attachment 7 provides that, for resold services, BellSouth will establish an accounts receivable master account for Supra. A Daily Usage File service including records detailing billable events connected with an ALECs end users, will be provided to Supra upon request. (Section 3.1 of Attachment 7). Nowhere in Attachment 7 is there language obligating BellSouth to perform end user billing on Supra's behalf. (Tr. p. 440).

BellSouth provided Supra with a number of billing interfaces in order to allow Supra to bill its end users in substantially the same manner that BellSouth supports its own retail customers. (Tr. p. 440). These options include bill

formats available to BellSouth's retail customers with additional capabilities such as the Daily Usage File. (Id.).

The Daily Usage File contains records detailing billable events connected with an ALEC's end users. (Id.). With this interface, Supra could input the records contained on the daily files into its systems to bill its end users for billable events such as measured local calls, intra-LATA toll calls carried by BellSouth and other billable events in substantially the same manner as BellSouth does for its own end users. (Tr. p. 441). Supra testified that BellSouth had not provided Supra with the Daily Usage File. (Tr. p. 22). As noted above, the agreement requires Supra to request the file. (Section 3.1 of Attachment 7). Supra's Account Manager, Wayne Carnes testified that he sent Supra an application for the Daily Usage File in late March of 1998. (Tr. p. 429). Supra had not responded to BellSouth's application as of the date of the hearing. (Tr. pp. 429 and 440).

BellSouth provides Customized Large User Bill ("CLUB") capability to Supra. CLUB is offered to BellSouth's retail customers, as well as to ALECs, and allows ALECs to sort billed charges in various ways tailored to what the ALEC requires. (Tr. p. 441). Supra receives CLUB billing capability from BellSouth. (Tr. p. 21). BellSouth also provides ALECs with Diskette Analyzer Bill ("DAB") capability. DAB allows ALECs to produce customized reports, view information and summarize billed charges in various ways. (Tr. p. 441). Information from DAB can be used to integrate billing data with the ALECs own systems. (Tr. pp. 441-442). Supra receives DAB from BellSouth. (Tr. p. 21).

Supra also received instruction documents regarding DAB from BellSouth. (Tr. p. 442). Thus, BellSouth has complied with its obligation to provide billing information that allows Supra to substantiate the charges it is being billed by BellSouth. (Tr. p. 444).

Supra complains that BellSouth's billing outputs do not supply billing and/or service addresses for Supra's own end users, and that this is a violation of the interconnection and resale agreement. (Tr. pp. 21-24). There is no language in the interconnection and resale agreements that requires BellSouth to provide such information. (Exhibit 1, Attachment 7 to BellSouth - Supra Interconnection Agreement). Moreover, it should be noted that, once Supra becomes the provider of record, then Supra is BellSouth's customer, not the end user. Thus, BellSouth retains Supra's billing address, not the end user's. (Tr. p. 446).

The responsibility for billing the end user shifts from BellSouth to Supra. Supra's records and systems should track where the end user wants to be billed. (Tr. p. 442). Mr. Ramos of Supra testified that, when Supra signs up a new customer, the sales employee asks the customer to whom the bill should be sent, the billing address, and the service address. (Tr. p. 124). Supra obviously recognizes that the billing of Supra's end users is Supra's responsibility, although it is interesting to note that Supra did not set up its billing system until December of 1997, several months after Supra began its operations. (Exhibit 3, pp. 27 and 33). In addition, DAB provides partial service addresses for certain report options. (Tr. p. 444). Contrary to Mr. Ramos' claim, this is not encrypted, and

the DAB manuals explain how to obtain this information. (Tr. pp. 444-445 and Exhibit 31). Customer billing addresses are also available to Supra via the Customer Service Record ("CSR"). The CSR may be viewed in the pre-ordering and ordering interfaces. (Tr. p. 446). The end user billing address is not needed by BellSouth to provide billing to Supra, so BellSouth does not provide that in the billing outputs. (Id.).

Although Supra appears to recognize its billing responsibilities vis-à-vis the end user, Mr. Ramos complained that BellSouth should bill Supra in a format that could automatically be sent to Supra's end users. (Tr. p. 138). In fact, Mr. Ramos claims that BellSouth is treating Supra like an end user. (Id.). That, however, is exactly what Supra is for purposes of billing. First, Section VII K of BellSouth's agreement with Supra specifically states that BellSouth will not provide Supra with end user billing and collection services. Second, BellSouth provides Supra with billing information via CLUB, DAB, and other functions. (Tr. p. 444). The manner in which that information is provided to Supra is identical to that provided to BellSouth's retail DAB and CLUB users. (Tr. p. 443).

BellSouth has met all of its contractual obligations to Supra with regard to billing. BellSouth employees have met with Supra and Supra's vendors, to explain the various billing options. Technical meetings have been held and BellSouth has been extremely responsive.

B. Telephone Number Access

Supra has alleged that BellSouth has failed to properly implement the provisions of the interconnection agreement in the area of telephone number

access. (Tr. p. 27). This contention is without merit. Attachment 5, Section 1 of the BellSouth - Supra Interconnection Agreement states that Supra will have access to telephone numbers for assignment to Supra's customers under the same terms that BellSouth has access to telephone numbers. (Exhibit 1).

Supra's complaint in this regard was two-fold. First, Supra complained that BellSouth would not allow Supra to reserve more than 100 telephone numbers per Common Language Location Identification ("CLLI") in violation of BellSouth's Resale Ordering Guide. (Tr. p. 27). Mr. Ramos claimed that a CLLI was identical to a Central Office. (Id.). This betrays Mr. Ramos' lack of basic telephone experience and understanding. A CLLI is not identical to a central office. Any central office (switching center) may have several CLLIs (sets of telephone numbers). Moreover, BellSouth removed the 100 number telephone number reservation limit on January 15, 1998. Thus, Supra's first claim is no longer applicable. (Tr. p. 538).

Supra's second claim was that the maximum number of lines that could be reserved through the Local Exchange Navigation System ("LENS") was six telephone numbers. (Tr. p. 28). Mr. Ramos is mixing up the number of lines for which LENS can accept orders and the number of telephone numbers that can be reserved through LENS. As will be discussed in more detail in Issue 1 (d.), LENS cannot accept orders for more than six lines or PBX trunks, however, Electronic Data Interexchange ("EDI") can and that is BellSouth's primary ordering system. (Tr. p. 540). Second, BellSouth provides Supra with access to telephone numbers at parity with BellSouth. (Tr. p. 320). While it is true that

LENS will only accept six telephone numbers on an individual order, EDI does not have that limitation and EDI is BellSouth's primary ordering system for ALECs. (Tr. p. 540 and Exhibit 43, p. 88). Supra has access to both LENS and EDI. (Tr. p. 114).

BellSouth has met its obligations under the BellSouth - Supra interconnection agreement in the area of access to telephone numbers.

C. Provision of Dial Tone

Supra complains that BellSouth has failed to provide dial tone to Supra on several occasions. (Tr. p. 157). Mr. Reinke, on behalf of Supra testified that, on two occasions (October 31, 1997 and November 16, 1997) when Supra was moving its corporate office, BellSouth disconnected Supra's telephone service prematurely. (Tr. p. 158). BellSouth is aware that one of these incidents occurred (October 31, 1997) as a result of human error by the BellSouth service representative who did not properly coordinate the order for connection of service at Supra's new location with the order for disconnection of service at Supra's old location. (Tr. p. 328).

BellSouth is aware of one other incident (November 13, 1997) in which Supra reported a trouble on its lines. BellSouth tested the line and found no trouble, however, there was a trouble condition found in the BellSouth central office serving Supra's corporate office on November 14, 1997 that may have contributed to trouble on Supra's lines. (Tr. p. 329). BellSouth's witness, Keith Milner, testified that BellSouth had no knowledge of the incident of November 16, 1997 as alleged by Mr. Reinke. (Tr. p. 329).

It should be noted that neither the problems admitted by BellSouth nor claimed by Mr. Reinke affected the service of any Supra end users. (Tr. p. 329). Moreover, Mr. Reinke admitted that he had no information that would lead him to believe the disconnections were intentional on the part of BellSouth. (Tr. p. 168). In addition, there has been no disconnection of dial tone to Supra's corporate office since November of 1997. (Id.).

D. Electronic Access to Operations Support Systems

Supra alleges that BellSouth has failed to properly implement the provisions of the interconnection agreement in the area of electronic access to operations support systems ("OSS"). (Tr. p. 33). This allegation is without merit. Attachment 6 of the BellSouth - Supra Interconnection Agreement governs ordering and provisioning. (Exhibit 1). Section 2 of Attachment 6 states that BellSouth shall provide access to several OSS through a variety of means, including electronic interfaces. Orders may be, but are not required to be, placed manually (via facsimile) through the Local Carrier Service Center ("LCSC"). (Id.). The OSS provides electronic access to pre-ordering, ordering and repair functions. (Id.). Electronic access to these functions is provided at parity with that provided to BellSouth's retail units. (Tr. p. 538).

For pre-ordering functions, BellSouth provides, pursuant to contract, access through LENS. Pre-ordering functions include service address validation, telephone number selection, service and feature availability, due date information, and customer record information. (Exhibit 1, Section 2.2 of

Attachment 6). LENS can also be used to place orders, but it is not BellSouth's primary ordering system. (Tr. p. 539).

For ordering and provisioning functions, BellSouth provides, pursuant to contract, electronic access through EDI. EDI handles resale and certain unbundled network elements. As noted above, LENS also has an ordering and provisioning capability. (Exhibit 1, Section 2.3 of Attachment 6). For service trouble reporting and repair functions, BellSouth provides, pursuant to contract, electronic access through the Trouble Analysis Facilitation Interface ("TAFI"). (Exhibit 1, Section 2.4 of Attachment 6). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. (*Id.*). As will be discussed in response to Issue 2, BellSouth provides training and documentation on all of these systems.

While *Supra* complains that BellSouth has not complied with the OSS sections of the interconnection agreement, BellSouth has provided *Supra* with access to LENS, EDI, and TAFI as required by the interconnection agreement. This is uncontroverted by *Supra*. (Tr. pp. 114-115). It became obvious during the hearing that what *Supra* was actually seeking was exactly the same systems used by BellSouth. (Tr. pp. 141-142). This is not required of BellSouth. The FCC has held that, under the Act, BellSouth is required to provide access to functions "in substantially the same time and manner that an incumbent LEC does for itself" (Tr. p. 568). BellSouth has provided *Supra* access to OSS in substantially the same time and manner as BellSouth provides to itself. (Tr. pp. 580-583).

Supra complained of various problems with placing orders. First, Supra claimed it was required to fax orders. (Tr. p. 34). As noted earlier, the contract allows Supra the option of faxing, but Supra is not required to do so. Supra placed over 2,000 Local Service Requests ("LSRs") to BellSouth via LENS from August, 1997 through January, 1998. (Tr. p. 322). Supra has also placed some orders via EDI. (Tr. p. 322 and Exhibit 3, p. 36). Neither LENS nor EDI require that orders be faxed. (Tr. p. 114).

Second, Supra claims that LENS cannot support more than six lines per order. This is correct. (Tr. p. 540). These restrictions however, are not present on EDI, BellSouth's primary ordering system. (Id.). BellSouth has over 34 products and services that can be ordered electronically using either LENS or EDI. These include all normal residential and business services, PBX trunks, hunting and basic ISDN. (Tr. p. 566). All other complex services and unbundled network elements, except for the loop and port, must be ordered manually. (Id.). The same category of orders that must be ordered manually by ALECs is the same category that is handled manually by BellSouth for its retail customers. (Id.). It should be noted that Supra is strictly operating as a reseller at this time and has no need for unbundled network elements. (Tr. p. 110). Centrex orders are handled manually for both BellSouth retail customers and ALECs. (Tr. p. 540). If Supra is primarily using the manual process of placing orders, it is because Supra has made this decision, not BellSouth. Several ALECs have decided that manual ordering is more cost-effective for them. (Tr. p. 577).

Supra next complains that EDI and LENS orders that contain errors go to the LCSC. (Tr. p. 578). This is not correct. If an error occurs for a LENS or EDI user, an error code is attached to the order and it is forwarded electronically back to the ALEC that sent the order. (Id.). The error codes are intended to be self-explanatory so that the ALEC can make the corrections without manual assistance. (Id.). This change occurred in 1997 for EDI and on March 16, 1998 for LENS. (Id.). Prior to March 16, 1998, the LENS placed order would have been forwarded to the ALEC via fax from the LCSC. (Tr. p. 579).

Supra also complains that it needs direct access to certain other BellSouth databases. For example, Mr. Ramos testified Supra wanted access to the Regional Street Address Guide ("RSAG"). (Tr. p. 136). Mr. Stacy testified that LENS provides access to RSAG. (Tr. p. 581). Mr. Ramos testified that Supra wants access to BellSouth's USOC database. (Tr. p. 136). Supra has access to BellSouth's USOC database through LENS. (Tr. p. 582). In addition, Supra receives the USOCs in the Local Exchange Ordering Guide, on BellSouth's interconnection web site, and in BellSouth's Florida tariffs. (Tr. p. 115). Access to the Customer Records Information System ("CRIS") is provided via the Daily Usage Files. (Tr. p. 537).

BellSouth has properly implemented the interconnection agreement with Supra in the area of OSS.

E. Notification Requirements

Supra complains that BellSouth has not provided Supra with notification with respect to various situations. (Tr. pp. 81-83). First, Supra complains that it

is not made aware of changes to LENS and EDI. (Tr. p. 81). Mr. Milner testified that BellSouth sends the ALECs written notification of such changes, as well as an explanation of the changes, approximately one month in advance. (Tr. p. 323). Second, Supra complains that BellSouth changes the LENS password without notification. (Tr. p. 81). BellSouth has changed the LENS password for only one ALEC, Supra, and this was due to Supra's slamming activities and non-payment of its bill to BellSouth. (Tr. p. 323). Such change was in conformity with Attachment 7 of the interconnection agreement and will be more fully discussed in response to Issue 3.

Supra also complains of a report sent to Supra by BellSouth entitled "PIC Adds/Disconnects Report," claiming the report does not provide Supra with daily activity information. (Tr. p. 82). Mr. Stacy testified that this report is sent to ALECs to advise them of PIC (- Preferred Interexchange Carrier -) activity for their customers. The report's intent is not to track or collect revenue, contrary to Mr. Ramos' belief. (Tr. p. 543).

Last, Supra complains that it does not receive notification of customer changes on a timely and accurate basis. (Tr. p. 82). Mr. Stacy testified that BellSouth's policy is to send change notices one to two days after the switch occurs. The notices are sent via U.S. Mail and sent to the billing name and address, in this case, Supra's. (Tr. p. 544).

BellSouth has complied with all notification requirements.

F. Timeliness of Installation, Repair, and Maintenance

Supra claims that BellSouth has failed to meet requests for installation, repair and maintenance on a timely basis. (Tr. p. 85). This allegation is without merit. Section VI. (c) of the BellSouth - Supra resale agreement provides that standard service order intervals will apply for the establishment of resold services. (Exhibit 1). BellSouth performed an analysis of its performance to Supra for November of 1997 through January of 1998. (Tr. p. 324). This analysis showed that BellSouth met 91.6% of its provisioning appointments for Supra compared to 99.2% for similar provisioning appointments for BellSouth's retail customers. During that same time, BellSouth restored service to Supra's customers in 12.14 hours on average compared to 17.95 hours on average to BellSouth's retail customers. This analysis proves that BellSouth is providing Supra with provisioning, maintenance, and repair at parity with that which BellSouth provides to its own retail customers. (Id.).

Supra further complains that when Supra end users dial 611 for repair, they are connected to BellSouth's repair center, not to Supra's. (Tr. p. 85). Section V. (A) of the BellSouth - Supra resale agreement states that Supra will adopt and adhere to the standards contained in the applicable Work Center Interface Agreement regarding installation and maintenance of service. (Exhibit 1). Section V. (E) states that Supra will be the single point of contact for repair calls on behalf of Supra's end users. (Exhibit 1). Indeed, Supra has established a toll free repair number and publishes it on the end user's bill. (Tr. p. 216).

There is nothing in the resale agreement or the interconnection agreement obligating BellSouth to route calls to 611 from Supra's end users to a repair center other than that of BellSouth. If Supra wants its end users to reach Supra, it should educate them as to the repair number. Supra could also request BellSouth to provide Supra with selective routing so that Supra's end users could dial 611 and reach a repair bureau of Supra's choosing. (Tr. p. 333). Supra has made no such request. (Tr. p. 334).

Supra also claims that problems have arisen with regard to inside wire problems experienced by Supra's end users and confusion as to how that should be handled. Mr. Milner testified that customers with inside wire maintenance plans, whether BellSouth's or Supra's, should be treated the same, i.e., if the customer has such a plan, BellSouth will make the repairs and no bill will be given to the end user customer. (Tr. p. 373). The BellSouth repair technician is required to leave a form with the end user advising that inside wire repairs were made. (tr. p. 374). A bill is only rendered in the case where the end user does not have a maintenance plan and Supra agrees that BellSouth should make the repairs. In that instance, BellSouth renders a bill to Supra, not the end user. (Id.). The repair technician uses the Loop Maintenance Operation System to determine whether the customer has a maintenance plan, be it from BellSouth or Supra. (Tr. pp. 380-381).

During the depositions of two BellSouth repair technicians, it became apparent that this policy had not been fully understood by the field. (Exhibits 23 and 26). Mr. Milner testified that he had contacted the BellSouth employee

responsible for the inside wire repair methods, procedures and training in order to retrain the employees involved. Further, he testified that mechanisms would be put in place to ensure compliance. (Tr. p. 396).

Supra testified that it had problems getting DS1 and DS3 lines ordered in November of 1997. (Tr. p. 159). Several weeks went by while BellSouth attempted to obtain complete information from Supra. The lines were not installed for Supra because the equipment to which these lines would be attached was never installed by Supra. (Tr. p. 170). Mr. Reinke, testifying on behalf of Supra, stated that Supra was not harmed by this failure. (Exhibit 8, p. 27).

BellSouth has properly implemented the resale agreement with regard to installation, repair, and maintenance.

Issue 2: Has BellSouth provided adequate written rules, regulations, codes, instructions, descriptions or procedures, other written materials, technical guidance, and actual support service, or made any modifications of procedures, if necessary, in timely fashion, to permit Supra to understand and utilize effectively BellSouth's procedures for billing, ordering, provisioning, installation, repair, etc., that are essential to Supra's ability to provide local exchange service on parity with BellSouth?

****Position:** Yes. BellSouth has provided Supra with sufficient information for Supra to provide local exchange service on parity with BellSouth.

Supra claims that BellSouth has not provided Supra with the information necessary for Supra to provide local exchange service. (Tr. p. 87). This allegation is without merit. To the contrary, BellSouth employees have spend an inordinate amount of time and energy assisting Supra. (Tr. p. 487).

BellSouth offers training classes to ALECs to assist them in entering the local exchange market. (Exhibit 15 and Tr. p. 240). Supra has attended 24 BellSouth training classes (some with multiple attendees). Of 24 seats, BellSouth has provided 18 at no charge. (Tr. p. 489).

BellSouth offers ALEC basic training that covers pre-ordering, ordering, provisioning, billing, and maintenance of BellSouth products and services. (Tr. p. 247). Specific topics include use of the ALEC ordering guide, pre-ordering information requirements, use of BellSouth databases, the CSR, filling out ordering documents, order entry, the role of the Account Team, provisioning processes, etc. (Id.). Ms. Arrington, LCSC Customer Manager, testified that she spent two days in August 1997, teaching Supra employees how to fill out the LSR. (Exhibit 21, pp. 22-23). BellSouth also offers hands-on OSS training on LENS, EDI, and TAFI. (Tr. p. 241). Further, BellSouth offers a class on unbundled network elements. (Tr. p. 242).

As noted earlier, Supra has attended this training. (Id.). Supra now complains that this training is inadequate. (Tr. p. 87). However, Supra witnesses provided no information on which this claim is based. For example, Mr. Hamilton attended LENS training on November 5, 1997. (Tr. p. 548). The evaluations of the attendees of that class indicated that the class was excellent. (Tr. p. 549 and Exhibit 38).

BellSouth has also provided Supra with extensive documentation on BellSouth's electronic interfaces. This documentation includes the Local Exchange Ordering Guide, the LENS User Guide, the TAFI User Guide, edits

used by BellSouth, the USOC Manual, as well as documents concerning DAB. (Tr. p. 545). In addition to paper format, these documents are also available on BellSouth's interconnection Web Site. The documentation provided covers rules, codes, instructions, descriptions, and technical guidance. (Id.).

In addition to documentation, and training, BellSouth also provides personal support in the form of Account Managers. (Tr. p. 486). BellSouth personnel have met with Supra face-to-face six times and have held numerous telephone conversations. (Tr. pp. 488-489). Mr. Carnes, Supra's Account Manager, testified that he has spent more time with Supra than any other ALEC he represents. (Tr. p. 430). With regard to Supra's billing problems, BellSouth personnel spent a number of occasions working with Supra or their vendors. (Tr. p. 469).

BellSouth has complied with the requirements of the agreements in this regard.

Issue 3: Has BellSouth acted appropriately in its billing of Supra and has Supra timely paid its bills to BellSouth?

****Position:** BellSouth has billed Supra in an appropriate fashion. Supra has a history of untimely payment of those bills.

Supra claims that BellSouth has violated the resale agreement in BellSouth's treatment of Supra with regard to billing. (Tr. p. 92). Section VII of the resale agreement governs payment and billing arrangements. (Exhibit 1). Section VII. (E) provides that BellSouth will bill Supra, in advance, charges for all services to be provided during the ensuing billing period. The payment is due in

immediately available funds. (Section VIII. (F)). Section VIII. (B) governs the procedures for discontinuing service to Supra. Section VIII. (B)(2) provides that, if payment is not received timely, BellSouth may refuse additional applications for service and may not complete pending orders upon written notice.

Supra itself has failed to adhere to the requirements of the BellSouth - Supra resale agreement. Supra has repeatedly failed to pay its bill in a timely manner. (Tr. p. 246). Indeed, Supra has a history of paying late and with funds that are not immediately available., (Tr. pp. 261-264). Mr. Finlen testified in great detail concerning Supra's payment history. (Id.). On several occasions, Supra has paid BellSouth with checks for which funds were not available. On several occasions, Supra has failed to keep payment arrangements to which it had committed. (Id.). Mr. Ramos testified that BellSouth had no right to contact the bank to determine if there were sufficient funds to cover his checks. (Tr. p. 121). BellSouth submits that, with Supra's history, it could do not less. On two occasions, BellSouth had to implement Section VIII. (B) of the resale agreement because of non payment of bills. (Tr. p. 542). On these occasions, Supra's access to LENS was disconnected in order to refuse additional applications from Supra. (Id.).

Supra claims that it disputed certain billing amounts from BellSouth. (Tr. p. 92). However, Mr. Carnes testified that BellSouth checked a percentage of the accounts involved and determined that the end users were customers of Supra. (Tr. p. 420).

Supra also claims that BellSouth has inappropriately charged a connection and disconnection fee of \$29.41 when a customer switches back to BellSouth. (Tr. p. 92). This is incorrect. If an end user has been switched without authorization, the end user is reinstated as a BellSouth end user. The end user will be billed in advance for local service beginning on the date the customer is reinstated. Supra is charged for the initial period if the service is less than the initial period. (See discussion on Issue 4).

Section VI. (F) of the resale agreement authorizes BellSouth to charge Supra an unauthorized change charge, as well as a nonrecurring charge. The charges can be adjusted if Supra provides satisfactory proof of authorization. (Id.). Section VI. (E) requires Supra to demonstrate end user authorization upon request.

BellSouth has fulfilled its obligations under the agreements.

Issue 4: Has BellSouth appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra?

****Position:** Yes. BellSouth appropriately applied the tariff sections to Supra in an appropriate manner.

These two tariff sections address "Initial Service Periods" for the "Establishment and Furnishing of Service" and state the following:

A2.3.8A

Unless otherwise specified, the rate for all services offered in this tariff are monthly rates and the initial service period is one month commencing with the date of installation of the service.

A2.3.8B

For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this tariff containing the service offered except for those services provided under Plan 1 and Plan 2 in other sections of this Tariff.

When BellSouth receives a resale order from Supra, or any other ALEC, the end-user's account is disconnected as a BellSouth customer. The service is then reinstalled with Supra being the customer of record. BellSouth renders a final bill to the former BellSouth end user so that BellSouth can be paid for any services rendered to the customer before that customer leaves BellSouth. The final bill will also include any adjustments for services that have been billed in advance prior to the service being canceled. As called for in Section A2.3.8A of the General Subscriber Service Tariff, Supra is billed "commencing with the date of installation of the service" (Tr. p. 248).

If a customer is reinstated as a BellSouth end user, the end user is billed in advance for local service beginning on the date the service is installed. Supra is rendered a final bill so that BellSouth can be paid for any services previously provided to Supra. If the service was in for less than the "Initial Service Period," then Supra will be billed the "Initial Service Period." (Id.). Supra has never purchased any service where the initial period is greater than one month. (Tr. p. 249).

Neither of these tariff sections address payment in advance for services, as claimed by Mr. Ramos. (Tr. pp. 94 and 265-266). As noted earlier, Sections VII. (E) of the resale agreement gives BellSouth authorization to bill for services in advance. (Exhibit 1 and Tr. p. 266).

Issue 5: Has BellSouth responded appropriately to consumer queries regarding Supra?

****Position:** Yes. BellSouth has responded reasonably and responsibly to consumer queries regarding Supra.

Supra claims that BellSouth's employees have disparaged and criticized Supra to the public and to Supra's customers. (Tr. p. 95). This allegation is without merit.

BellSouth's policy is to treat all ALECs on an equitable basis with BellSouth's retail end users. (Tr. p. 239). All BellSouth managers who have customer service responsibilities or who provide direct support to customer-affecting operations must include a commitment addressing service equity in their performance plans.

BellSouth's entire employee body are educated on professional, ethical business practices. (Tr. pp. 239-240). BellSouth has made it very clear to its retail customer service representatives, as well as to all employees, that disparaging remarks concerning competitors will not be tolerated. Company newsletters and executive letters reinforce BellSouth's policy. (Tr. p. 268).

Supra alleges that end users were told by BellSouth that they would lose their Yellow Pages advertising if they stayed with Supra. (Tr. p. 211). BellSouth does not advise Supra's, or any other ALEC's, customers that they cannot advertise in the Yellow Pages or will be unable to access the Internet if they choose an ALEC for local service. BellSouth's customer contact personnel also do not inform customers that they do not have to pay their bills from other local service providers, including Supra. If BellSouth receives an inquiry from a customer regarding the customer's bill from another entity, BellSouth advises the customer to contact the entity that issued the bill. (Tr. p. 269).

Indeed, Section VII. (c) of the resale agreement specifically states that BellSouth will not become involved in billing disputes between Supra and Supra's end users. (Exhibit 1 and Tr. p. 250). If an end user, however, wishes to make a complaint against their local service provider, such as when an end user's service is switched without authorization, then BellSouth's customer contact personnel will advise that end user to contact the appropriate regulatory authority, such as the Federal Communications Commission or a Public Service Commission. (Tr. 269). End users wishing to advertise in the Yellow Pages can contact BellSouth Advertising and Publishing Company to sign up. (Tr. p. 251). Supra was unable to identify any Supra end user who lost a yellow page listing as a result of moving from BellSouth to Supra. (Tr. p. 218). Supra was unable to identify any BellSouth repair representative who stated that an end user should switch back to BellSouth because of faster repair. (Tr. p. 217). In fact, Supra appeared to deny that an end user had the right to query who would repair his service. (Tr. pp. 217-218).

Mr. Ramos alleges that Supra is the victim of a BellSouth conspiracy. (Tr. pp. 95-97). This is absurd. BellSouth has not conducted an anti-competitive campaign against Supra, nor has Mr. Ramos offered any details. (Tr. p. 270).

There are two specific situations where BellSouth has been contacted by end users regarding Supra. First, at one point in time, Supra was implying to end users that it was BellSouth and using BellSouth's name and trademarks when presenting itself to end users. (Tr. p. 252). Exhibit 12 is a statement from Bradford Hamilton admitting that Supra was essentially pretending to be BellSouth. Although Mr. Hamilton denied the truth of his own freely made statement, its contents are borne out by Exhibit 6. Exhibit

6 is a letter from Supra to BellSouth stating that it would no longer represent itself as BellSouth. Supra is still using BellSouth's name in every one of its bills, contrary to the terms of its own commitment and contrary to the terms of Attachment 8, Section 8.1 of the interconnection agreement. (Tr. pp. 125-126).

The second situation in which Supra's name may have arisen in conversation between BellSouth and end users is when end users called BellSouth to complain that their service was switched without authorization. (Tr. p. 252). It is undeniable that Supra engaged in slamming. (Exhibit 1). When a BellSouth end user switches to a retail competitor, such as Supra, the appropriate retail unit mails a notification letter to the end user advising them that their request to switch local service has been completed. This notification is mailed after the completion of changing the service from BellSouth to that of the ALEC. (Tr. p. 250). The letter further advises customers that, if they did not request to have their local service switched, they should contact BellSouth. (Tr. p. 265). There is nothing anti-competitive about this notification letter. It should be noted that in June of 1997 BellSouth discovered that the notification letter was being sent before an end user's service had been disconnected. This error was corrected by BellSouth in August of 1997.

Supra complained that BellSouth does not educate Supra's customers about Supra. (Tr. p. 95). First, it is Supra's responsibility to educate its end users, not the responsibility of BellSouth. (Exhibit 17, p. 50). Mr. Finlen testified that when a customer calls the business office, BellSouth's customer service representative first asks for the customer's telephone number. (Tr. p. 306). When the number is typed in by the service representative, the customer service record will appear on the computer

screen of the representative. The representative will be able to determine from that screen whether the customer is BellSouth's or Supra's. If the customer is Supra's, the representative will tell the customer that the customer must contact Supra. (Tr. p. 306). If a customer calls the business office and merely asks, "Do you know Supra?", the representative might not know the answer. (Tr. pp. 306-307). This is because there are over 100 ALECs certificated by this Commission, as well as several hundred interexchange carriers. Moreover, an ALEC is not required to be certificated in Florida before signing an agreement with BellSouth. (Tr. p. 307).

Issue 6: What relief, if any, should the Commission order for Supra on BellSouth?

****Position:** The Commission should order no relief for Supra and should order Supra to pay BellSouth's bill in a timely manner.

CONCLUSION

BellSouth has cooperated in every way with Supra and has fulfilled its obligations to Supra pursuant to the resale and interconnection agreement.

Respectfully submitted this 21st day of May, 1998.

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