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May 21, 1998

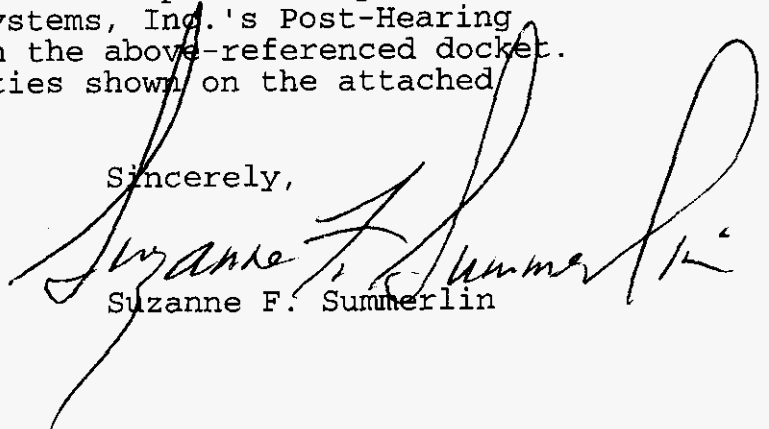
Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: Docket No. 980119-TP - Complaint of Supra  
Telecommunications & Information Systems, Inc., Against  
BellSouth Telecommunications, Inc.

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of Supra  
Telecommunications & Information Systems, Inc.'s Post-Hearing  
Brief which we ask that you file in the above-referenced docket.  
Copies have been served to the parties shown on the attached  
Certificate of Service.

Sincerely,



Suzanne F. Summerlin

- ACK  SES:ss
- AFA  Enclosures
- APP
- CAF
- CMU  *Sianni*
- CTR
- EAG
- LEG  1
- LIN  3
- OPC
- RCH
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

**SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.'S  
POST-HEARING BRIEF**

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Supra Telecommunications & Information Systems, Inc. ("Supra") submits this Post-Hearing Brief to the Florida Public Service Commission ("the Commission") in the above-referenced docket in accordance with the post-hearing procedures of Rule 25-22.056, Florida Administrative Code. Supra requests that the Commission order BellSouth Telecommunications, Inc. ("BellSouth") to properly interpret and implement the provisions of the Resale, Collocation, and Interconnection Agreements it has executed with Supra such that Supra may provide local exchange telecommunications services equivalent to those provided by BellSouth. The specific problems Supra has experienced are set forth in the individual issues below.

**INTRODUCTION AND SUMMARY OF ARGUMENT**

Supra Telecommunications & Information Systems, Inc. ("Supra"), executed three agreements with BellSouth Telecommunications, Inc. ("BellSouth"): a Resale Agreement on May 28, 1997, a Collocation Agreement on July 24, 1997, and an

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Interconnection Agreement on October 31, 1997. From the beginning of its operation as a reseller of BellSouth's local exchange service in July 1997, Supra experienced serious difficulties with BellSouth. BellSouth has violated the provisions of the Interconnection Agreement and the Resale Agreement throughout Supra's operation as a reseller.

Supra filed the Complaint which initiated this proceeding on January 23, 1998. The Commission held a one day hearing on April 30, 1998, at which it received testimony from three Supra witnesses, O. A. Ramos, John Reinke, and Bradford Hamilton, as well as testimony from six BellSouth witnesses. At the hearing, the Commission also received 43 exhibits into the record. Among these exhibits are transcripts of depositions from the six BellSouth witnesses appearing at the hearing and eight other BellSouth employees deposed prior to hearing, six of which BellSouth refused to produce for the hearing. The Commission took the position that it did not have the authority to compel the appearance of these six witnesses as they resided out of the State of Florida. These six deposition transcripts served in lieu of live testimony for these BellSouth employees. The hearing transcript consists of 632 pages.

Supra's basic position in this proceeding is that BellSouth has failed to comply with the provisions of the Resale, Collocation and Interconnection Agreements. Specifically, BellSouth has violated Part A, Section 4, of the Interconnection Agreement, which requires that BellSouth is to provide Supra

"service or service provisioning . . . at least equal in quality to that provided to BellSouth. . . ." and "pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Supra Telecommunications & Information Systems, Inc. to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users." BellSouth has failed to meet these requirements of the Interconnection and Resale Agreements as set forth in the individual issues in this proceeding.

As the Telecommunications Act of 1996 and the above-cited provisions of the Interconnection Agreement establish, the analysis to be made by the Commission is how much difference exists in the level of local exchange service that can be provided by Supra as an ALEC reselling BellSouth's services from the level of service BellSouth provides. Every difference in the level of customer services in terms of speed, accuracy, and efficiency that exists between BellSouth and Supra that is inherent in the framework BellSouth has set up must be considered suspect and subject to intense scrutiny. The Commission must recognize that the analysis of whether BellSouth has provided adequate information to Supra, or whether BellSouth has provided appropriate access to its operational support systems to Supra, or whether BellSouth has provided timely installation, maintenance, and repair services to Supra's customers, etc. must be made in the context of identifying inherent differentials in the level of service Supra can provide under BellSouth's

framework under the most ideal conditions. This comparison must be made with BellSouth's service to its own customers, not BellSouth's consistent treatment of all ALECs. For example, BellSouth is able to sign up a new customer and give that customer a phone number and a due date for installation within the same short initial contact. (Stacy, Deposition Transcript pages 12-27, Exhibit 43) That capability must be the standard against which one measures the capability BellSouth has given to Supra and other ALECs in signing up their new customers. It is Supra's position that there are so many inherent differentials in the framework BellSouth has created for Supra and other ALECs that it is practically impossible for Supra or any ALEC to have any chance to successfully operate. If Supra, as one of only four or five ALECs in Florida trying to serve business and residential customers by reselling BellSouth's services and trying to become a facilities-based local exchange carrier, cannot succeed, and if AT&T, at the other end of the spectrum in terms of size, resources, sophistication and experience, cannot succeed, who will?

The issues raised in this proceeding are very serious because they apply across the board to all ALECs interacting with BellSouth and because their resolution is essential if **any** ALEC is to survive long enough to provide any local exchange competition to BellSouth in the State of Florida.

A summary paragraph of Supra's position on each of the issues in this docket is set out following each issue in a

separate paragraph identified with an asterisk.

**STATEMENT OF POSITION ON THE ISSUES**

**Issue No. 1: Has BellSouth Telecommunications, Inc., failed to properly implement the following provisions of its Resale, Collocation, and Interconnection Agreements with Supra such that Supra is able 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 Operational Support Systems (OSS) and OSS interfaces (Ordering and Provisioning, Installation, Maintenance and Repair);
- e. Notification requirements;
- f. Timeliness of installation, repair and maintenance.

**\*\*Position:** Yes, BellSouth has **failed** to properly implement the provisions of the Resale, Collocation and Interconnection Agreements with Supra, referenced in sub-issues (a) through (f) above, such that Supra can provide levels of customer service equivalent to that which BellSouth provides.

\*\*\*\*\*

BellSouth has failed to comply with the provisions of the Resale, Collocation and Interconnection Agreements. Among other provisions, BellSouth has violated Part A, Section 4, of the Interconnection Agreement, which states as follows:

Parity

**The services and service provisioning that BellSouth provides Supra Telecommunications & Information Systems, Inc., for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Supra Telecommunications & Information Systems, Inc. with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Supra Telecommunications & Information Systems, Inc. to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.**

BellSouth shall also provide Supra Telecommunications & Information Systems, Inc. with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to Supra Telecommunications & Information Systems, Inc. and their customers with minimum impairment of functionality, quality, reliability and convenience.

Contrary to the above provisions of the Interconnection Agreement, BellSouth has not provided Supra "service or service provisioning . . . at least equal in quality to that provided to BellSouth. . . ." BellSouth has not provided "pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Supra Telecommunications & Information Systems, Inc. to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own

end users." BellSouth has not provided the direct access to its operational support systems that will give Supra "pre-ordering and ordering" capabilities equivalent to that BellSouth enjoys. BellSouth has failed to provide adequate information and training to Supra to enable Supra to effectively utilize BellSouth's operational support systems and to perform the many other tasks essential to Supra becoming a viable reseller of BellSouth's local exchange service. BellSouth has failed to appropriately modify its internal systems to accommodate the realities and needs of ALECs. BellSouth has failed to provide repair services to Supra's customers at parity with that it provides its own customers. BellSouth has used its contacts with Supra's customers anti-competitively. BellSouth has charged Supra for one month's service in advance for each new customer that Supra obtains. BellSouth has collected the one full month's service from Supra at the same time that it has collected for the same full month's service from Supra customers it has won back after only a few days. BellSouth has failed to fully investigate Supra's disputes regarding charges BellSouth billed Supra for hundreds of customers that Supra stated were not its customers or were not its customers for the total time period for which BellSouth was billing Supra. BellSouth has charged Supra disconnection and reconnection fees that are anti-competitive.

BellSouth has failed to provide Supra with "access to



unbundled network elements" that is equal in quality to that provided by BellSouth to itself.

BellSouth has failed to provide Supra number portability with "minimum impairment of functionality, quality, reliability and convenience."

Supra must be given appropriate access to BellSouth's operational support systems to make it possible for Supra to provide equivalent local exchange service. It must be made absolutely mandatory for BellSouth to process orders and provision service and repairs for Supra's or any other ALEC's customers on a basis equivalent to its internal performance if Supra or any other ALEC is to have a possibility of surviving long enough to provide competition to BellSouth in the provision of local exchange service. BellSouth did not adequately prepare its employees nor modify its operations to appropriately accommodate resellers of its local exchange services. BellSouth has made numerous superficial efforts to address the needs of resellers and alternative local exchange carriers (ALECs) to permit BellSouth to argue before this Commission and other bodies that it has accommodated the requirements of the Telecommunications Act of 1996. However, BellSouth has carefully avoided the mandated substantive requirements to provide access to operational support systems, access to unbundled network elements, information, and interconnection on terms that make it possible for a

reseller or an ALEC to provide local exchange services on parity with that provided by BellSouth.

BellSouth's own witnesses' testimony and the evidence submitted by BellSouth in this proceeding, as well as Supra's testimony and evidence, strongly support all of Supra's allegations.

BellSouth has provided a form of access to its operational support systems, but the access that has been provided equates to no access because of the costly, time-consuming, error-prone nature of the access.

BellSouth has provided billing information in the form of the Diskette Analyzer Bill (DAB) to Supra, but BellSouth has not provided the crucial billing address information that would make it possible for Supra to do its billing.

BellSouth has sent its repair technicians to Supra's customers, but the results have often been to infuriate and upset Supra's customers so that they immediately wanted to return to BellSouth.

BellSouth has provided information to Supra, but in forms that make it practically inaccessible. BellSouth has provided Supra with information the equivalent of the books in the Library of Congress, but for its own minimally trained and experienced service representatives it provides the Library of Congress in electronic databases accessible with a few simple routine strokes of the keypad. For example, BellSouth has provided Supra a manual on Uniform

Service Order Codes (USOCs) that contains hundreds of USOCs. While BellSouth's service representatives have the capability to plug in a USOC code on their terminals and immediately discover if it is correct, Supra and other ALECs must hunt through a huge manual with much erroneous information to try to determine the correct USOC to use to manually fill out a local service request. Although it may be true that if an ALEC has enough expertise and takes enough time and complicated steps, it could eventually use the form of access to BellSouth's databases to find out something about a USOC code, the practical experience of Supra in desperately attempting to utilize LENS and EDI for these types of activities indicates that there is no equivalent access to this information.

Contrary to BellSouth's position, Supra and other ALECs do not voluntarily choose to operate in an inefficient, labor-intensive, error-prone fashion by organizing a "business plan" that desires to manually submit local service requests. Supra and other ALECs have submitted orders manually because they cannot effectively utilize the LENS or EDI systems because of the limitations and problems these systems have and because of the extreme level of difficulty in learning these systems and the tremendous cost involved in creating a customized EDI system. Specific discussion regarding the individual sub-issues in Issue 1 is set forth below.

**a. Billing Requirements**

Supra witness Ramos and BellSouth witness Scollard both testified that billing is critical to the continued existence, much less the success, of a telecommunications company. (Ramos, Tr. 11-16 and Scollard, Tr. 461-462, 464-465) BellSouth, for anti-competitive reasons, has kept essential information from Supra to make its billing of its customers as expensive and difficult as possible.

BellSouth witness Scollard agreed that if Supra were to receive the billing address of customers on the Diskette Analyzer Bill (DAB), it would be a great assistance to Supra in billing its customers. (Scollard, Tr. 462-463) BellSouth has refused to resell its billing services to ALECs although it does resell billing services to other types of telecommunications carriers. (Scollard, Tr. 457-458) BellSouth has provided Supra and other ALECs minimal, if any, training on billing. (Scollard, Tr. 465-467) BellSouth has refused, for purely anti-competitive reasons, to provide information in its possession to Supra which could have eliminated a tremendous amount of difficulty and loss of time and revenues for Supra in billing Supra's customers. This information consists of the complete billing and service addresses of BellSouth customers that have migrated to Supra that BellSouth can easily provide in the billing formats it already utilizes to provide billing data to ALECs.

BellSouth has intentionally made the competitive decision to deny access to Supra's customers' billing addresses and *complete* service addresses to ALECs because BellSouth recognizes that this can cripple an ALEC's opportunity to collect revenues from customers and because it is extremely expensive for any ALEC to create a system that captures the billing and service addresses for its customers. The need for such a system and its expense represents a very effective barrier to any competition against BellSouth in the local exchange service market. **The simple fact is that there is nothing BellSouth has that a competitor could not get and provide for itself if it has enough time and money. The whole point of the Telecommunications Act of 1996 was to cut down the immense expense and great length of time that would be required before any competitor, AT&T or any other telecommunications company, could possibly compete with the monopoly providers of local exchange service that is BellSouth.**

BellSouth has the excellent billing system that it possesses because it has received monopoly rates from its captive customers for its services for many, many years. It is not because BellSouth has been a great performer in the competitive arena that it has the resources that it has.

**b. Telephone number access**

BellSouth has failed to provide Supra access to

telephone numbers in a manner equivalent to the access BellSouth has to telephone numbers.

During most of the time Supra has operated with BellSouth, BellSouth has placed a limitation of 100 phone numbers per CLLI that could be reserved by an ALEC. (Ramos, Tr. at 74-75)

On many occasions, when Supra would have promised a particular telephone number to a customer, by the time the service was provisioned by BellSouth, the telephone number would have to be changed because the Supra-reserved number had been taken by BellSouth for another BellSouth customer.

**c. Provision of dial tone**

On two occasions when Supra made special efforts to arrange for dual dial tone from BellSouth in two locations in order to facilitate Supra's moving of its offices, BellSouth failed both times to provide the requested dual dial tone. BellSouth apparently gave no special consideration to the fact that Supra is a reseller telephone company that needed to provide access to its customers at all times, as opposed to just another customer of BellSouth.

**d. Electronic access to Operational Support Systems (OSS) and OSS interfaces (Ordering and Provisioning, Installation, Maintenance and Repair)**

BellSouth has accurately recognized that its

operational support systems give it an overwhelming competitive advantage over any ALEC reselling its services, as well as any facilities-based ALEC. BellSouth has acted consistent with this recognition by refusing direct access to its operational support systems to Supra and other ALECs. BellSouth has taken the position that as long as it provides "equivalent functionality" to ALECs, it has complied with the requirements of the Telecommunications Act of 1996. BellSouth witness Stacy testified:

Q. Is it your testimony that CLECs do not need access to the OSS systems of BellSouth to be able to effectively process their orders?

A. It's my testimony that they have the access required by the Telecommunications Act and the order to effectively do all of the functions defined by the FCC, preordering, ordering, provisioning, maintenance and repair and billing; that we have provided that access and that they have it today.

Q. Do they have access equivalent to the access that the service rep would have in the LCSC?

A. Equivalent to the --

Q. The access --

A. Equivalent functionality, yes.

Q. Equivalent functionality?

A. Yes.

Q. So it's your testimony that anything that you can do in the LCSC, the CLEC or ALEC should be able to do in the same way?

A. No, not the same way. What I said was equivalent functionality. . . .

(Stacy, Tr. at 580-581) BellSouth has, therefore, taken

the view that as long as an ALEC can ultimately locate information, no matter how many steps or how much time may be involved, then BellSouth has provided the access it is required to provide. A typewriter provides "equivalent functionality" to a computer word processor in terms of producing hard copies of written material, but one is light years ahead of the other in terms of speed, accuracy, efficiency, and flexibility.

The evidence in this record supports that BellSouth admits that Supra is one of only four or five ALECs in the State of Florida that are attempting to resell BellSouth's local exchange services to both business and residential customers and that are, or intend to become, facilities-based ALECs. (Stacy, Tr. 556-560) The evidence also supports that the overwhelming majority of orders from all ALECs to BellSouth are submitted manually. (Stacy, Tr. 570-572)

BellSouth witness Stacy stated that AT&T, the largest, most financially well-positioned, sophisticated, and technologically-skilled ALEC BellSouth had an interconnection agreement with, has left the "resale business." Witness Stacy stated that AT&T's departure had skewed the percentage of orders manually processed upwards as opposed to those processed electronically through EDI. (Stacy, Tr. 574) However, removing AT&T from the equation in the recognition that AT&T is so large that it is in a



category all its own, suggests that the very small number of remaining ALECs in Supra's category, that are still attempting to resell BellSouth's local exchange service to business and residential customers and are attempting to become facilities-based are submitting the tremendous majority of their orders manually. As Supra's witness Ramos testified, this is not because Supra desires to operate in this fashion. As witness Ramos testified, Supra's experience with LENS and EDI has been very negative. Supra has chosen to submit its orders to BellSouth manually only because it has no other choice.

BellSouth witness Stacy agreed that electronic submission of orders is a much less time-consuming method for processing local service request orders than is manual submission of orders and that ALECs that wish to operate efficiently will submit orders electronically. (Stacy, Tr. at 569, 576-577)

BellSouth witness Stacy stated that EDI is an extremely difficult system for ALECs to learn and that the costs involved in EDI are very high. Witness Stacy testified:

- Q. Okay. Do you believe that CLECs are voluntarily deciding to manually fax orders instead of using EDI?
- A. I believe that the cost and learning curve on the CLEC side of EDI is significantly steep. And a number of CLECs have chosen not to go up that curve. They've decided that manual would still be more cost-effective for them.

(Stacy, Tr. at 577) Apparently, this decision by ALECs not to take extensive time training employees on EDI and not to make the great monetary investment in EDI is the "business plan" choice that Witness Stacy was referring to when he testified that several other ALECs had "chosen" to manually submit their orders.

Witness Stacy also agreed that BellSouth provides only a "very short training period" for ALECs for PC-EDI, which is the simplest form of EDI provided for ALECs. However, for AT&T and MCI and other extremely large ALECs who want to build their own EDI system and have the resources to do so, much greater time is invested in training for EDI.

(Stacy, Tr. at 576)

While stating that EDI is very complex, witness Stacy also states that a very short training period for ALECs is sufficient. However, when Supra's BellSouth implementation (or advisory) team visited Supra in late March 1998, their attempt to teach Supra how to process orders resulted in a rejection of an order because a "purchase order number" was inaccurate. It took the intervention of one of the team members to successfully submit the order to the Local Carrier Service Center. (Ramos, Tr. at 65-66) It is interesting to note that the purpose of the account/implementation/advisory team to Supra's offices in Miami was to help Supra learn how to do business, but no visit occurred until Supra had been operating (and

struggling) for nine months. (Cathey, Deposition Transcript page 45, Exhibit 37)

Witness Stacy also testified that BellSouth provides no training on EDI for its own service representatives responsible for processing local service requests from ALECs. BellSouth witness Stacy stated that such training was unnecessary as the service representatives do not use EDI. (Stacy, Tr. at 579) Local service requests for business customers with six lines or more must be submitted manually. (Stacy, Tr. at 565, 600) Clarifications (or corrections) of local service requests manually submitted must be resubmitted manually. (Stacy, Tr. at 583-584)

Service representatives in the Local Carrier Service Centers where ALEC local service request orders are processed are not supposed to speak with ALECs regarding changes or corrections to orders. (Stacy, Tr. at 586-587)

Service representatives in the Local Carrier Service Centers may wait several hours after processing a local service request to send an ALEC a firm order confirmation of that local service request. (Stacy, Tr. at 589-590) A firm order confirmation is the only way an ALEC knows what due date a customer actually has for the installation of service.

The service representatives in the Local Carrier Service Center that process the local service requests manually submitted by Supra and other ALECs have direct

access to numerous electronic databases and operational support systems to which Supra does not have equivalent access. The service representatives in the Local Carrier Service Center have received approximately six weeks of training, roughly half of which is focused on the electronic databases used in processing local service requests. (Hurt Deposition Transcript pages 7-8, Exhibit 24) This translates to a situation in which relatively brand new service representatives with minimal training can determine the accuracy of local service requests very rapidly because of the superior access they have to the numerous electronic databases and operational support systems in BellSouth's possession. At the same time, ALECs like Supra are struggling to fill out local service requests manually or to submit them electronically with flawed and limited electronic systems like LENS or incredibly complex and difficult systems like EDI.

There is no question of technological feasibility in BellSouth's decision not to permit ALECs direct access to its operational support systems. It is a purely competitive decision by BellSouth to prohibit ALECs direct access to its operational support systems.

**e. Notification requirements**

Supra's testimony and exhibits establish that on several occasions, BellSouth modified the password for the

LENS system so that Supra would not be able to utilize LENS. Supra was not notified ahead of time regarding this change in password.

Supra's testimony and exhibits, as well as BellSouth's testimony and exhibits, shows that many other changes were made by BellSouth for which Supra received no notice. One example is BellSouth witness Stacy's statement that QuickServe has been available to ALECs since mid-1997 in spite of the fact that BellSouth's training module indicates that it was not available to ALECs as late as November 1997. (Stacy, Tr. at 605-611) Supra had been informed by BellSouth's employees that QuickServe was not available to Supra.

A very major concern Supra has had is the need to know exactly which customers are moving to Supra or back to BellSouth based on BellSouth's records. Supra has failed to receive this information in a timely fashion.

**f. Timeliness of installation, repair and maintenance**

Supra's testimony and exhibits establish that BellSouth has continually provided installation of services, as well as repair and maintenance of service for Supra's customers in a fashion that is not equivalent to that provided for BellSouth's customers. BellSouth witness Milner provided an exhibit that purported to reflect an analysis of BellSouth's internal performance as opposed to its performance for Supra's customers. This exhibit, not

surprisingly, indicated that BellSouth was close to providing the same level of service for Supra that it provides for its own customers. However, BellSouth did not supply the underlying data on which this exhibit was based. It is unclear what types of incidents went into this exhibit, and what types of incidents were left out of this exhibit. Supra's experience with BellSouth's performance has been consistently negative as indicated by the testimony and exhibits of Supra witnesses Ramos, Reinke and Hamilton.

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**Issue No. 2: Has BellSouth provided adequate written rules, regulations, codes, instructions, descriptions of 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:** No, BellSouth has not provided adequate written information and support as delineated in Supra's testimony and exhibits. Supra believes that BellSouth has neglectfully and purposefully assured that Supra would not

have the information and support it needed to succeed.

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BellSouth has made overtures and gestures such as creating an account/implementation/advisory team dedicated to Supra, providing training on various subjects, and providing written information. However, Supra has experienced overwhelming disregard by BellSouth for providing Supra support and accurate information in a timely fashion or for informing Supra of procedures and providing the tremendous amount of BellSouth information needed for Supra or any ALEC to effectively resell BellSouth's local exchange services.

Throughout the record of this proceeding there are many instances in which BellSouth's witnesses testified that they believe BellSouth has provided all of the training and information and help needed to make Supra and other ALECs succeed. However, BellSouth cannot point to one ALEC that has successfully competed against BellSouth in the provision of local exchange services to residential and business customers, either in a reseller mode or as a facilities-based provider. It is amazing how successful BellSouth finds itself to be in the encouragement of competition in the local market given this state of affairs. BellSouth's witnesses consistently answered Supra's questions regarding any "system" being in place at BellSouth to assure that Supra or any ALEC would have

adequate follow-up of individual problems or issues with references to the account team or many different individuals Supra could talk to at BellSouth. No BellSouth witness identified a "system" in existence at BellSouth to share and integrate information throughout BellSouth to assure that Supra or any other ALEC is getting the assistance necessary to be able to do business as a reseller with BellSouth. BellSouth witness Carnes indicated that he kept track of his contacts with Supra on a personal calendar book. BellSouth produced pages from this personal calendar book as an exhibit. However, the exhibit contained not one single date for any telephone call listed. (Carnes, Tr. at 410-414) This suggests that no dates existed to begin with or that BellSouth purposely deleted dates. Either conclusion is seriously troubling. Each BellSouth witness stated that, for whatever problem was being referred to, there was somebody else who knew that information. However, no BellSouth witness knew himself or of any other individual that would know what the total picture was for Supra or whether BellSouth was effectively addressing the numerous, critical issues that have been raised in this proceeding. Supra was basically sent from pillar to post to try to resolve on its own the many compelling, complicated issues created by its efforts to do business as a reseller with BellSouth. It is not enough for BellSouth to create a sales team that sends



Supra or any ALEC to any of a myriad number of different BellSouth departments with confusing hierarchies to try to resolve critical problems that involve numerous BellSouth departments and that are fundamental to the ALEC's survival. BellSouth individuals in each department know only what they need to know in their particular job. Supra and other ALECs need much more comprehensive, integrated, competent, and enthusiastic assistance to develop the ability to compete.

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**Issue No. 3: Has BellSouth acted appropriately in its billing of Supra and has Supra timely paid its bills to BellSouth?**

**\*\*Position:** No, BellSouth has not acted appropriately in its billing of Supra and yes, Supra has timely paid its bills to BellSouth except for occasions on which Supra has disputed the amounts billed by BellSouth. Supra requests the Commission to order BellSouth to make appropriate refunds to Supra.

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Supra has, at this point, paid everything BellSouth has demanded. Supra requests the Commission to order BellSouth to refund monies that Supra has been overcharged as a result of BellSouth's errors and inappropriate application of its tariff. BellSouth's witnesses all admitted that no thorough investigation had been made of

the many accounts that Supra disputed. BellSouth's employee, Cynthia Arrington, whose deposition transcript has been made a part of the record, and BellSouth witness Carnes both stated that the only investigation they were aware of that BellSouth made of Supra's disputes with the bills it received from BellSouth was to assure that a portion of the disputed accounts had at one point in time belonged to Supra. (Carnes, Tr. at 419-420; Owen, Deposition Transcript pages 26-32, Exhibit 27; Arrington, Deposition Transcript pages 27-30, Exhibit 21) Supra requests that the Commission order that BellSouth, with a Commission staff person's oversight, thoroughly investigate this matter to determine exactly what charges were appropriate for Supra and what amounts should be refunded to Supra.

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**Issue No. 4: Has BellSouth appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra?**

**\*\*Position:** No, BellSouth has not appropriately applied Sections A2.3.8A and A2.3.8B of its General Subscriber Services Tariff to Supra. This tariff was adopted to apply to end users, not resellers of BellSouth's local exchange telecommunications services. This tariff provision will make it impossible for Supra or any ALEC to lure any customer away from BellSouth.

\*\*\*\*\*

Fundamentally, many of the problems Supra has experienced with BellSouth are a result of BellSouth's attitude that Supra is just another customer. According to BellSouth, since Supra is "just another customer," Supra should pay for one month's service in advance just like every other customer. As discussed in Supra witness Ramos' testimony, however, this approach assures that each customer that Supra manages to win from BellSouth will be faced with paying for one month's service in advance after having already paid this amount to BellSouth at an earlier point in time. This gives the customer the impression that he or she is being charged a much greater amount than his or her normal monthly bill when the customer had expected he or she would receive a lesser bill than he or she had normally received previously since the charges for services are to be discounted by 10%. Customers that receive this initial bill requiring one month's service in advance in addition to their regular service charges are often very upset and immediately call BellSouth for clarification. At that point, BellSouth has the opportunity to explain that it is the reseller that is sending them this large bill and they can avoid this new one month's service in advance payment if they come back to BellSouth. Not surprisingly, most switch back to BellSouth. In this type of situation, BellSouth will have already charged Supra for a full

month's service in advance for that customer. BellSouth will then collect for that same period of time from Supra and the switched-back BellSouth customer. Supra will have no opportunity to require the customer to pay the charges in the Supra bill. Supra cannot sue each and every customer. BellSouth employees have told the customers that if they dispute Supra's bills, they do not have to pay them and they should file a complaint with the Florida Public Service Commission. (Ramos, Tr. at 35-36)

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**Issue No. 5: Has BellSouth responded appropriately to consumer queries regarding Supra?**

**\*\*Position:** No. Supra's testimony and exhibits detail the many problems Supra has had with BellSouth's interactions with Supra customers. BellSouth has utilized its frequent opportunities to interact with Supra customers to aggressively compete with Supra in a way that will make it absolutely impossible for Supra to provide local exchange service.

\*\*\*\*\*

Supra witness Hamilton testified that BellSouth employees have made many disparaging comments about Supra to Supra customers, as well as statement that the customers need not pay their Supra bill if they had any dispute about the bill. Witness Hamilton also stated that BellSouth employees had informed Supra customers to file complaints

with the Florida Public Service Commission if they had any dispute regarding Supra's bill. (Hamilton, Tr. 209-212) BellSouth's witnesses had no response to this but to say that BellSouth's employees are instructed not to do this. BellSouth's witnesses also testified that it was perfectly OK for BellSouth's employees to tell Supra's customers to file a complaint at the Florida Public Service Commission, but it was not OK to expect them to acknowledge in response to customer inquiries that Supra is a certificated alternative local exchange carrier in the State of Florida. (Finlen, Tr. at 288-295)

BellSouth witness Milner testified that BellSouth provides repair services to Supra's customers in an equivalent fashion to the repair services it provides to its own customers. However, the deposition transcripts of two BellSouth repair technicians, Mr. Mendoza and Mr. Cordobes, indicated that BellSouth has a company policy not to honor the inside wire maintenance plan being paid for by Supra's customers. (Milner, Tr. at 363-388) In addition, those deposition transcripts indicated that BellSouth's repair technicians identify themselves to Supra's customers as "BellSouth employees." These types of interactions between BellSouth's employees and Supra's customers are indicative of the entire experience Supra has had with BellSouth. Witness Milner vehemently stated that these two particular repair technicians, whose names were provided by

BellSouth and who were randomly selected by Supra, simply did not know what they were supposed to be doing. However, it does not matter what BellSouth tells the Commission these employees are supposed to be doing. What matters is what is actually happening. BellSouth provided no documentation, no monitoring system in which resellers can participate, no proof of any kind that these types of interactions do not regularly take place. The only evidence BellSouth offered was the assurances of high ranking, highly paid BellSouth "professional witnesses" that they "believe" their people behave appropriately. Supra's testimony and exhibits provide many examples of situations in which Supra customers have been told various anti-competitive things by BellSouth employees. BellSouth has provided no evidence to rebut these examples. None of BellSouth's witnesses have personal knowledge of what goes on in the customer service offices of BellSouth nor does BellSouth itself seem particularly concerned about this issue. If it were concerned, BellSouth could have instigated a program whereby ALECs could participate in screening calls received by BellSouth's customer service representatives to monitor them for any anti-competitive statements or practices.

\*\*\*\*\*

**Issue No. 6: What relief, if any, should the**

**Commission order for Supra or BellSouth?**

**\*\*Position:** The Commission should require BellSouth to resolve all of Supra's complaints and to comply with the Resale, Collocation, and Interconnection Agreements Supra and BellSouth have executed such that Supra will be able to provide local exchange service on parity with that provided by BellSouth and to refund to Supra any overcharged amounts.

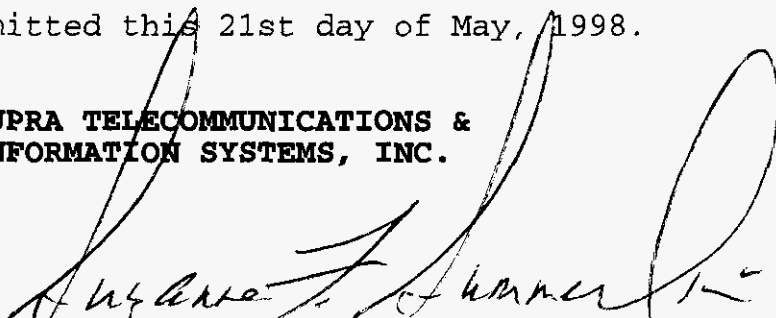
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BellSouth should be ordered to provide direct electronic access to BellSouth's operational support systems such that Supra may provide local exchange service on parity with that provided by BellSouth. The Commission should require BellSouth to modify its procedures in any reasonable way necessary to recognize and accommodate the significant differences between Supra and other ALECs as opposed to other major business customers of BellSouth. This accommodation should include modification of billing information provided to Supra. The Commission should require BellSouth to produce a "system" that will ensure that problems such as Supra has experienced are addressed quickly and appropriately, including the anticipation by BellSouth of needs of ALECs for selective routing of repair calls, for daily usage file information, etc. The Commission should require BellSouth to modify its General Subscriber Services Tariff to prohibit BellSouth from

charging Supra one full month's service in advance for each customer Supra obtains from BellSouth. The Commission should prohibit BellSouth from continuing the many anti-competitive actions and practices described in Supra's testimony and exhibits. The Commission should require BellSouth to create a monitoring program in which Supra and other ALECs may participate to assure that interactions between BellSouth employees and Supra's and other ALECs' customers are appropriately carried out (in all aspects of such interactions, including the customer service representatives' contacts, the repair technicians' contacts, etc.). The Commission should sanction BellSouth for its anti-competitive behaviors. The Commission should order BellSouth to thoroughly investigate the amounts Supra has disputed with a Commission staff person to oversee such investigation and require BellSouth to refund any monies that are determined to have been overcharged to Supra.

Respectfully submitted this 21st day of May, 1998.

**SUPRA TELECOMMUNICATIONS &  
INFORMATION SYSTEMS, INC.**



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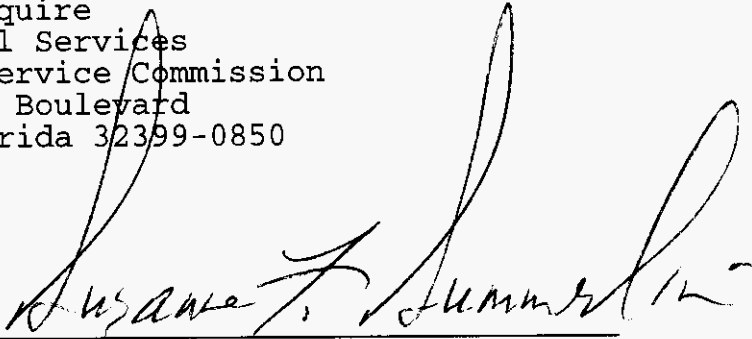


**CERTIFICATE OF SERVICE  
DOCKET NO. 980119-TP (Supra Complaint)**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail this 21st day of May, 1998, to the following:

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