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February 26, 2001

*Handwritten signature*

**VIA FEDERAL EXPRESS**

Florida Public Service Commission  
Records and Reporting  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED FPSC  
01 FEB 27 AM 11:33  
RECORDS AND REPORTING

**Re: Supra Telecom's Motion for Leave to File Late Testimony**

Attention Clerk's Office:

Enclosed please find an original copy of Supra's Motion for Leave to File Late Testimony to be filed today. Also, if you would please stamp "received" the copy of this cover letter and fax it to my attention at 305/443-1078.

If you have any questions, please feel free to contact me at 305/476-4287. I appreciate your time and assistance with this matter.

Sincerely,

Bianca Salinas  
Executive Assistant to  
General Counsel  
SUPRA TELECOM

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FILED  
MAR 1 2001  
FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

02683 FEB 27 01

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

In re: Complaint of BellSouth Telecommunications, )  
Inc. against Supra Telecommunications and )  
Information Systems, Inc., for Resolution of Billing )  
Disputes )  
)  
)

Docket No. 001097 - TP

Filed: February 26, 2001

**SUPRA TELECOM'S MOTION FOR  
LEAVE TO FILE LATE TESTIMONY**

Supra Telecommunications & Information Systems, Inc. ("Supra Telecom"), by undersigned counsel, pursuant to Rule 28-106.204 of the *Florida Administrative Code*, moves for leave to file its Direct Testimony of Carol Bentley late ("Testimony"), and in support hereof state:

1. On or about November 21, 2000, this Honorable Commission issued its Case Assignment and Scheduling Record (the "Record").
2. Due to the failure of the overnight carrier, Supra Telecom failed to timely file its Testimony as required pursuant to the Record.
3. Attached hereto as Exhibit A is a copy of Supra Telecom's Testimony.
4. Attached hereto as Exhibit B is a copy of the overnight carrier's receipt.
5. BellSouth Telecommunications, Inc. would not be unfairly prejudiced should Supra Telecom be granted leave to file its Testimony late.

WHEREFORE, Supra Telecom respectfully requests that this Honorable Commission grant it leave to file its Testimony late, and for such other relief as is deemed equitable and just.

**I HEREBY CERTIFY** that a true and correct copy of the foregoing was served via facsimile and/or U.S. Mail on this 16<sup>th</sup> day of February, 2001 upon Nancy B White, Esq., Museum Tower, 150 West Flagler Street, Suite 1910, Miami, Florida 33130, and R. Douglas Lackey and J. Phillip Carver, Suite 4300, BellSouth Center, 675 West Peachtree Street, N.E., Atlanta, Georgia 30375.

**Supra Telecommunications & Information  
Systems, Inc.**

**Mailing Address:** 2620 S.W. 27<sup>th</sup> Ave.  
Miami, Florida 33133

Telephones: 305/476-4247

Telecopier: ~~305/443-9516~~

By: 

PAUL D. TURNER, ESQ.

Florida Bar No.: 0113743

1 Supra Telecommunications and Information Systems Inc  
2 2620 SW 27 Avenue  
3 Miami, Florida  
4 33133

5 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

6 In re Complaint of BellSouth Telecommunications, ) Docket No 001097-TP  
7 )  
8 Inc against Supra Telecommunications and ) Dated February  
9 )  
10 Information Systems, Inc., for Resolution of Billing )  
11 ) DIRECT TESTIMONY OF CAROL BENTLEY  
12 ) BEFORE THE FLORIDA PUBLIC SERVICE  
13 ) COMMISSION  
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16 **Q. Please state your name and address?**

17 **A:** Carol Bentley. My office address is 2620 S.W 27<sup>th</sup> Ave., Miami, Florida 33133.

18 **Q: What is your educational and employment background?**

19 **A:** I have a Bachelor of Science degree with a double major; mathematics and finance  
20 and a minor in computer science. I have worked in various financial management  
21 capacities, including Controller, Director of Finance, VP of Finance and CFO in the  
22 telecommunications industry for the past 16 years.  
23  
24  
25

Direct Testimony of Carol Bentley

1 **Q: What are the major components of the billing dispute presented to BellSouth**  
2 **by Supra Telecom for a total of \$306,559.94.**

3  
4  
5 **A:** The dispute has three major components. The first component is \$33,352.97 for  
6 Charges For Processing Change In Service billed in error. The second is \$48,917.69  
7 for Charges For Unauthorized Local Service Change and Reconnection billed in error.  
8 The third component is \$224,287.79 for End User Common Line charges (also known as  
9 FCC Network Access Charges) billed in error.

10 **Q: Can you provide the reasons that Supra Telecom believes these charges were**  
11 **billed in error?**

12  
13 **A:** In the Resale Agreement between BellSouth and Supra Telecom, dated June 1,  
14 1997, Section 16, subsection B states:

15 In the event that BellSouth either before or after the effective date of this  
16 Agreement, enters into an Agreement with any other telecommunications carrier  
17 (an "Other Resale Agreement") which provides for the provision within the  
18 state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North  
19 Carolina, South Carolina and Tennessee of any of the arrangements covered by  
20 this Agreement upon rates, terms or conditions that differ in any material respect  
21 from the rates, terms and conditions for such arrangements set forth in this  
22 Agreement ("Other Terms"), BellSouth shall be deemed thereby to have offered  
23 such other Resale Agreement to Reseller in its entirety. In the event that  
24 Reseller accepts such offer, such Other Terms shall be effective between  
25 BellSouth and Reseller as of the date on which Reseller accepts such offer.

1  
2 In fact BellSouth did enter into another agreement with AT&T on June 10, 1997 with  
3 more favorable terms relating to the rates, terms and conditions. Supra Telecom  
4 accepted BellSouth's offer and adopted the same agreement that AT&T and BellSouth  
5 entered into. It is Supra Telecom's position then, that the effective date of the new  
6 agreement between Supra Telecom and BellSouth is June 10, 1997.

7  
8 The new agreement has no provision for service order charges, no provision for  
9 unauthorized service change charges and no provision for Network Access Charges.  
10 The previous agreement specifically calls out the terms for these charges. See original  
11 Resale Agreement, Section VI, subsection F and Section VII, subsection L.

12  
13 Since there are no provisions in the new agreement that allow BellSouth to charge  
14 Supra Telecom for these types of charges, and the effective date of the new  
15 agreement's more favorable terms is June 10, 1997, BellSouth must make a corrective  
16 payment to Supra Telecom for charges billed that no longer apply.

17  
18 Section XVI, subsection F of the original Resale Agreement state

19 In the event that Reseller accepts a deemed offer of an Other Resale Agreement or  
20 Other Terms, then BellSouth or Reseller, as applicable shall make a corrective  
21 payment to the other party to correct for the difference between the rates set forth  
22 herein and the rates in such revised Agreement or Other Terms for substantially  
23 similar services for the period from the effective date of such revised Agreement or  
24 Other Terms until the date that the parties execute such revised Agreement or  
25 Reseller accepts such Other Terms...

1 **Q. Does this conclude your testimony?**

2  
3 **A. Yes and thank you.**

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10 Dated this 27th day of December, 2000

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Direct Testimony of Carol Beattie,

