

1 Supra Telecommunications and Information Systems Inc.
2620 SW 27 Avenue
2 Miami, Florida
33133
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4 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
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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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17 **Q. Please state your name and address?**

18 **A:** Carol Bentley. My office address is 2620 S.W. 27th Ave., Miami, Florida 33133.

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

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

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.**

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

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

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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.

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

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

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

Section XVI, subsection F of the original Resale Agreement state:

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

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