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MAIL ROOM

ORIGINAL

March 15, 2001

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

RECEIVED-FPSC
01 MAR 16 AM 11:42
RECORDS AND REPORTING

RE: **Docket No. 001097-TP**
Complaint of BellSouth against Supra.

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of Supra Telecommunications & Information Systems, Inc.'s Direct Testimony and Exhibits of Carol Bentley, which we ask that you file in the above-referenced matter.

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,



Adenet Medacier

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cc: All Parties of Record
Nancy B. White, Esq.
Phillip J. Carver, Esq.
Douglas R. Lackey, Esq

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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: March 15, 2001
9)
10 Information Systems, Inc., for Resolution of Billing)
11) REBUTTAL TESTIMONY OF CAROL BENTLEY
12) BEFORE THE FLORIDA PUBLIC SERVICE
13) COMMISSION
14)
15)
16)
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21)
22)
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25)

16 **Q. PLEASE STATE YOUR NAME AND ADDRESS?**

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

19 **Q. BY WHO ARE YOU EMPLOYED AND IN WHAT POSITION?**

20 **A.** I am CFO of Supra Telecommunications & Information Systems, Inc. ("Supra" or "the
21 corporation").
22

23 **Q. ARE YOU THE SAME CAROL BENTLEY THAT FILED DIRECT TESTIMONY IN
24 THIS PROCEEDING IN FEBRUARY OF 2001?**

25 **A.** Yes.

1 **Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

2 **A:** The purpose of my rebuttal testimony is to rebut the direct testimony filed by
3 BellSouth witnesses Pat Finlen and Claude P. Morton. I will not attempt to respond to
4 every allegation made by those witnesses because much of their testimony has been
5 addressed adequately in my direct testimony.

6
7 **AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. MORTON ASKED THE FOLLOWING**
8 **QUESTION:**

9 **SHOULD THE RATES AND CHARGES CONTAINED (OR NOT**
10 **CONTAINED) IN THE 1997 AT&T/BELLSOUTH AGREEMENT**
11 **APPLY TO THE BELLSOUTH BILLS AT ISSUE IN THIS**
12 **DOCKET?**

13 **DID MR. MORTON ANSWER THAT QUESTION AND OR ADDRESS THIS ISSUE**
14 **THROUGHOUT HIS ENTIRE TESTIMONY?**

15 **A.** No. Mr. Morton's entire testimony is about how accounts are set up for Resale vs.
16 UNE and whether or not Supra Telecom ordered Resale or UNE products from
17 BellSouth.
18

19
20 **Q. AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. MORTON DESCRIBES HOW**
21 **ACCOUNTS FOR CLECS ARE ESTABLISHED BY BELLSOUTH. HE STATED**
22 **THAT:**

23 **REQUESTS FOR ACCOUNT ESTABLISHMENT COME TO**
24 **BELLSOUTH FROM THE CUSTOMER, USUALLY THROUGH**
25 **THE SALESPERSON.**

1 **WHAT ARE YOUR THOUGHTS ON THIS STATEMENT?**

2 **A.** It is true that Supra requested for accounts to be established by BellSouth. However,
3 it is valuable to know that it is BellSouth's "salesperson" that makes the final
4 determination on the types of account to be opened for a customer. It would seem
5 logical that it would be in the salesperson's and BellSouth's best interest that the
6 account with the higher rates be debited for elements and services procured by Supra
7 from BellSouth.
8

9
10 **Q. AT PAGE 5, LINES 9-10 OF HIS DIRECT TESTIMONY, MR. MORTON STATED
11 THAT:**

12 **UNDER THE THREE ACCOUNTS ESTABLISHED IN FEBRUARY 2000,
13 SUPRA BEGAN ORDERING UNBUNDLED NETWORK ELEMENTS
14 (UNEs) IN MARCH 2000.**

15 **DO YOU AGREE WITH THIS STATEMENT?**

16 **A.** Absolutely not. The above statement is absolutely and blatantly false as BellSouth
17 has refused to provide Supra with the capability of ordering UNEs, claiming that it
18 (BellSouth) has no contractual obligations to do so. Furthermore, the three UNE combo
19 lines that do exist in Supra's account with BellSouth were provisioned by BellSouth's
20 employees.
21

22 **Q. DID MR. MORTON'S DIRECT TESTIMONY ADDRESS ANY OF THE ISSUES
23 IDENTIFIED IN THIS PROCEEDING?**

24 **A.** Not at all.
25

1 **Q. AT PAGE 3 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT THE**
2 **BELLSOUTH/AT&T AGREEMENT IS NOT APPLICABLE TO THIS DISPUTE. DO**
3 **YOU AGREE?**

4 **A.** Absolutely not. As stated on pages 2-3 of my Direct Testimony, Section XVI (B) and
5 (F) of the June 1997 Resale Agreement contains proactive language that applies to
6 successive agreements that contain more favorable provisions.

7
8 **Q. WERE THE CHARGES IN DISPUTE SPECIFICALLY INCLUDED IN THE**
9 **BELLSOUTH/SUPRA JUNE 1997 RESALE AGREEMENT AND NOT INCLUDED IN**
10 **THE BELLSOUTH/AT&T JUNE 1997 INTERCONNECTION AGREEMENT?**

11 **A.** Yes. Attached as **CB Exhibit A** is the pertinent portion of the June 1997 Resale
12 Agreement between BellSouth and Supra. As could be seen from the attachment,
13 Sections VI (F)(a) and VII (L) (1)(2)(3) addressed the disputed charges. However, Part
14 IV of the General Terms and Conditions of the BellSouth/AT&T Interconnection
15 Agreement did not recognize these charges. A copy of the pertinent part is attached as
16 **CB Exhibit B.** Furthermore, Attachment 6, Section 2.4 bars BellSouth from imposing
17 additional charges not included in the agreement.

18
19 **Q. AT PAGES 3-11 OF HIS DIRECT TESTIMONY, MR. FINLEN PROVIDED**
20 **BELLSOUTH'S VERSION OF THE OCTOBER 1997 FRAUDULENT AGREEMENT.**
21 **DO YOU AGREE?**

22 **A.** Absolutely not. It is amazing that witness Finlen could use this story in an attempt to
23 find reasons for its abusive and oppressive practices against Supra rather than simply
24 confessing to the truth, apologizing, and implementing the intended terms of the
25 agreement.

1 **Q. AT PAGES 14-17 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT**
2 **BELLSOUTH HAS APPROPRIATELY BILLED SUPRA FOR END USER COMMON**
3 **LINE CHARGES PURSUANT TO THE BELLSOUTH/SUPRA INTERCONNECTION**
4 **AND RESALE AGREEMENT. DO YOU AGREE WITH MR. FINLEN?**

5 **A.** Absolutely not. Both the May 1997 Supra/BellSouth Resale Agreement and the June
6 1997 BellSouth/AT&T Interconnection Agreement are clear on what charges BellSouth
7 can charge Supra. Please see **CB Exhibits A&B**. BellSouth's argument is simply
8 disingenuous.

9
10 **Q. AT PAGES 18-21 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT**
11 **BELLSOUTH HAS APPROPRIATELY BILLED SUPRA FOR CHANGES IN**
12 **SERVICES, UNATHOURIZED LOCAL SERVICE CHANGES, AND**
13 **RECONNECTIONS PURSUANT TO THE BELLSOUTH/SUPRA INTERCONNECTION**
14 **AND RESALE AGREEMENTS. DO YOU AGREE WITH MR. FINLEN?**

15 **A.** Absolutely not. Please see **CB Exhibits A&B**. BellSouth will claim any reason in
16 order to support its inaccurate and inappropriate billing of Supra.

17
18 **Q. AT PAGES 20-21 OF HIS DIRECT TESTIMONY, MR. FINLEN STATED THAT**
19 **SUPRA WAS FOUND GUILTY OF SLAMMING BY THE FPSC ORDER TO SHOW**
20 **CAUSE - SUPRA IN CC DOCKET NO. 971527-TX. DO YOU AGREE?**

21 **A.** Absolutely not. In Order No. PSC-98-0500-AS-TX in CC Docket No. 971527 issued
22 on April 10, 1998, this matter was resolved with no finding of intentional wrongdoing by
23 Supra. Please see **CB Exhibit C**. It should be noted that Supra made it part of its
24 complaints in CC Docket No. 980119 that BellSouth encouraged consumers to file
25 complaints against the corporation at the FPSC.

1
2 **Q. AT PAGES 21-25 OF HIS DIRECT TESTIMONY, MR. FINLEN CONCLUDED THAT**
3 **BELLSOUTH HAD BILLED SUPRA APPROPRIATELY FOR SECONDARY SERVICE**
4 **CHARGES PURSUANT TO THE BELLSOUTH/SUPRA INTERCONNECTION AND**
5 **RESALE AGREEMENTS. DO YOU AGREE WITH MR. FINLEN?**

6 **A. Absolutely not. Again, witness Finlen's argument is simply disingenuous. Please see**
7 **CB Exhibits A&B.**

8
9 **Q. DO YOU HAVE OTHER COMMENTS?**

10 **A. As I pointed out in my direct testimony, there are no provisions in the new agreement**
11 **that allow BellSouth to charge Supra Telecom for the types of charges identified as**
12 **Issues 1-4 in this proceeding. Furthermore, the May 1997 Resale Agreement between**
13 **Supra and BellSouth provides for corrective payment to Supra. Section XVI, subsection**
14 **F of the May Resale Agreement states:**

15 In the event that Reseller accepts a deemed offer of an Other
16 Resale Agreement or Other Terms, then BellSouth or Reseller, as
17 applicable shall make a corrective payment to the other party to
18 correct for the difference between the rates set forth herein and the
19 rates in such revised Agreement or Other Terms for substantially
20 similar services for the period from the effective date of such
21 revised Agreement or Other Terms until the date that the parties
22 execute such revised Agreement or Reseller accepts such Other
23 Terms plus simple interest at a rate equal to the 30 day commercial
24 paper rate for high grade unsecured notes sold through dealers by
25

1 major corporations in multiples of \$1,000.00 as regularly published
2 in *The Wall Street Journal*.

3 Based on the plain unambiguous language of the above referenced section, it is clear
4 that Supra is entitled to a corrective payment from BellSouth.

5
6 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

7 **A.** Yes and thank you.
8
9
10

11 *Carol Bentley 3/15/01*
12
13
14
15
16
17
18
19
20
21
22

23 Dated this 15th day of March, 2001
24 _____
25

Rebuttal Testimony of Carol Bentley

- C. Reseller or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.
- D. Reseller accepts responsibility to notify the Company of situations that arise that may result in a service problem.
- E. Reseller will be the Company's single point of contact for all repair calls on behalf of Reseller's end users. **The parties agree to provide one another with toll-free contact numbers for such purposes.**
- F. Reseller will contact the appropriate repair centers in accordance with procedures established by the Company.
- G. For all repair requests, Reseller accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.
- H. The Company will bill Reseller for handling troubles that are found not to be in the Company's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- I. The Company reserves the right to contact Reseller's customers, if deemed necessary, for maintenance purposes.

VI. Establishment of Service

- A. After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Reseller. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.
- B. Service orders will be in a standard format designated by the Company.
- C. When notification is received from Reseller that a current customer of the Company will subscribe to Reseller's service, standard service order intervals for the appropriate class of service will apply.
- D. The Company will not require end user confirmation prior to establishing service for Reseller's end user customer. Reseller must, however, be able to demonstrate end user authorization upon request.
- E. Reseller will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Reseller to the Company or will accept a

EXHIBIT A

request from another OLEC for conversion of the end user's service from the Reseller to the other LEC. The Company will notify Reseller that such a request has been processed.

F. If the Company determines that an unauthorized change in local service to Reseller has occurred, the Company will reestablish service with the appropriate local service provider and will assess Reseller as the OLEC initiating the unauthorized change, an unauthorized change charge similar to that described in F.C.C. Tariff No. 1, Section 13.3.3. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Reseller.

These charges can be adjusted if Reseller provides satisfactory proof of authorization.

	Nonrecurring Charge
(a) each Residence or Business line	\$19.41

G. The Company will, in order to safeguard its interest, require Reseller to make a deposit to be held by the Company as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

H. Such deposit may not exceed two months' estimated billing.

I. The fact that a deposit has been made in no way relieves Reseller from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

J. The Company reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action.

K. In the event that Reseller defaults on its account, service to Reseller will be terminated and any deposits held will be applied to its account.

L. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to Reseller during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to Reseller by the accrual date.

VII. Payment And Billing Arrangements

A. When the initial service is ordered by Reseller, the Company will establish an accounts receivable master account for Reseller.

B. The Company shall bill Reseller on a current basis all applicable charges and credits.

C. Payment of all charges will be the responsibility of Reseller. Reseller shall make payment to the Company for all services billed. The Company is not responsible for payments not received by Reseller from Reseller's customer. The Company will not become involved in billing disputes that may arise between

Reseller and its customer. Payments made to the Company as payment on account will be credited to an accounts receivable master account and not to an end user's account.

D. The Company will render bills each month on established bill days for each of Reseller's accounts.

E. The Company will bill Reseller, in advance, charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, to Reseller.

F. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by the Company.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

G. Upon proof of tax exempt certification from Reseller, the total amount billed to Reseller will not include any taxes due from the end user. Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

H. As the customer of record, Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff.

J. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company. No additional charges are to be assessed to Reseller.

K. The Company will not perform billing and collection services for Reseller as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within the Company.

L. Pursuant to 47 CFR Section 51.617, the Company will bill the charges shown below which are identical to the EUCL rates billed by BST to its end users.

		Monthly Rate
1.	Residential (a) Each Individual Line or Trunk	\$3.50
2.	Single Line Business (b) Each Individual Line or Trunk	\$3.50
3.	Multi-line Business (c) Each Individual Line or Trunk	\$6.00

M. In general, the Company will not become involved in disputes between Reseller and Reseller's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of the Company, Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller may be required to submit documentation to substantiate the claim.

VIII. Discontinuance of Service

A. The procedures for discontinuing service to an end user are as follows:

1. Where possible, the Company will deny service to Reseller's end user on behalf of, and at the request of, Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Reseller.
2. At the request of Reseller, the Company will disconnect a Reseller end user customer.
3. All requests by Reseller for denial or disconnection of an end user for nonpayment must be in writing.
4. Reseller will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. The Company will continue to process calls made to the Annoyance Call Center and will advise Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Reseller and/or the end user against any claim, loss or damage arising from providing this information to Reseller. It is the responsibility of Reseller to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

B. The procedures for discontinuing service to Reseller are as follows:

1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Reseller of the rules and regulations of the Company's Tariffs.

PART IV: PRICING

34

General Principles

All services currently provided hereunder (including resold Local Services Network Elements, Combinations and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

35.

Local Service Resale

The rates that AT&T shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

36.

Unbundled Network Elements

The prices that AT&T shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

36.1

Charges for Multiple Network Elements

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that AT&T does not need when two or more Network Elements are combined in a single order. BellSouth and AT&T shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by AT&T when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

37

Compensation For Call and Transport Termination

The prices that AT&T and BellSouth shall pay are set forth in Table 1.

38.

Ancillary Functions

38.1

Collocation - The prices that AT&T shall pay to BellSouth are set forth in Table 2.

38.2 Rights-of-Way - The prices that AT&T shall pay to BellSouth are set forth in Table 3

38.3 Poles, Ducts and Conduits - The prices that AT&T shall pay to BellSouth are set forth in Table 4

39 Local Number Portability

The prices for interm number portability are set forth in Table 5

40 Recorded Usage Data

The prices for recorded usage data are set forth in Table 6

41. Electronic Interfaces

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Initiation of Show Cause Proceedings against Supra Telecommunications & Information Systems for violations of Rules 25-4.043, Florida Administrative Code, Response to Commission Staff Inquiries, and Rule 25-24.820(1)(a), Revocation of a Certificate.

DOCKET NO. 971527-TX
ORDER NO. PSC-98-0500-AS-TX
ISSUED: April 10, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING SETTLEMENT PROPOSAL

BY THE COMMISSION:

CASE BACKGROUND

We granted Supra Telecommunications and Information Systems (Supra) Alternative Local Exchange Certificate No. 4861 on July 21, 1997. On September 3, 1997, our staff received two complaints alleging unauthorized switching of local telephone service. By October 21, 1997, there were 63 similar complaints. The complaints primarily involved unauthorized switching of local telephone services and misleading solicitation practices. As of January 8, 1998, our staff reported 201 complaints relating to unauthorized switching by Supra. Additionally, Supra had failed to respond to staff inquiries regarding the complaints. Supra representatives met with our staff and tendered a settlement proposal. Due to some outstanding customer concerns, we were not able to approve Supra's initial settlement proposal. Supra officials also appeared before us at the February 3, 1998, Agenda Conference and assured us of their commitment toward resolving this matter. On March 4, 1998, Supra tendered a second settlement proposal.

EXHIBIT C

SETTLEMENT PROPOSAL

Supra Telecommunications & Information Systems' settlement offer of March 4, 1998, can be summarized as follows:

1. STIS admits no intentional wrongdoing;
2. STIS will make a contribution of \$45,000 to the State General Revenue Fund:
 - a. \$15,000 paid within 30 days of the issuance of the final order;
 - b. \$10,000 paid in six months;
 - c. \$10,000 paid in 12 months;
 - d. \$10,000 paid in 18 months;
3. STIS will comply with the Commission's proposed Rule 25-4.118, Florida Administrative Code, Carrier Selection;
4. STIS also assures its compliance with Rule 25-4.043, Florida Administrative Code, Response to Commission Staff Inquiries.

We believe the STIS settlement conditions adequately address STIS' slamming complaints and the untimely responses to the Commission. The company has responded to all of the outstanding consumer complaints previously discussed at the January 20, 1998 Agenda Conference. The revisions of the sales and verification scripts appear to more accurately reflect the telecommunications service the company is selling.

Accordingly, we accept STIS' settlement proposal. We find the \$45,000 voluntary contribution reasonable, in light of the fact that STIS is a start-up company. Further, STIS has credited all affected consumers, in effect providing free services to those consumers whose service was switched without authorization. The \$45,000.00 contribution will be forwarded to the Office of the Comptroller for deposit in the State General Revenue Fund pursuant to Section 364.285, Florida Statutes.

ORDER NO. PSC-98-0500-AS-TX
DOCKET NO. 971527-TX
PAGE 3

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the settlement proposed by Supra Telecommunications & Information Systems in resolution of this show cause proceeding, which is attached to this Order as Attachment A and is incorporated herein by reference, is hereby approved. It is further

ORDERED that Docket No. 971527-TX shall remain open until the Commission receives Supra Telecommunications & Information Systems's voluntary contribution of \$45,000.00 as set out in the body of this order, for deposit in the State of Florida General Revenue Fund. Upon receipt of the final payment, Docket No. 971527-TX shall be closed.

By ORDER of the Florida Public Service Commission this 10th day of April, 1998.

\s\Blanca S. Bayo'

BLANCA S. BAYÓ, Director
Division of Records and Reporting

This is a facsimile copy. A signed copy of the order may be obtained by calling 1-850-413-6770.

(S E A L)

SOME (OR ALL) ATTACHMENT PAGES ARE NOT ON ELECTRONIC DOCUMENT.

JRB

ORDER NO. PSC-98-0500-AS-TX
DOCKET NO. 971527-TX
PAGE 4

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or the First District Court of Appeal in the case of a water and/or wastewater utility by filing a notice of appeal with the Director, Division of Records and reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days after the issuance of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.