

1 SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC.

2 REBUTTAL TESTIMONY OF CAROL BENTLEY

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 001305-TP

5 AUGUST 15, 2001

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7
8 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH SUPRA
9 TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC. (SUPRA
10 TELECOM) AND YOUR BUSINESS ADDRESS.

11
12 A. My name is Carol Bentley. My business address is 2620 SW 27th Ave.,
13 Miami, FL, 33133. I am employed by Supra Telecom as Chief Financial
14 Officer. I have held this position since 1998 and in this capacity I oversee all
15 of Supra Telecom's financial matters, including, but not limited to, Financial
16 Statement preparation, Treasury Functions, General Accounting, Tax
17 Accounting, Accounts Receivable, Accounts Payable, Financial Planning,
18 Strategic Planning, and Capital Funding.

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20
21 Q. WHAT IS YOUR PROFESSIONAL EXPERIENCE AND EDUCATIONAL
22 BACKGROUND?

23
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1 A. My business career spans over 20 years in the high tech and
2 telecommunications industries. My areas of responsibilities have included
3 General Accounting, Financial Planning and Statistical Analysis, Business
4 Modeling, Strategic Planning, Systems Design and Implementation, and
5 Contract Negotiation and Administration.

6

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?**

8

9 A. I will rebutt the direct testimony of Clyde L. Greene, BellSouth Specialist,
10 Wholesale Billing.

11

12 **Q. MR. GREENE TESTIFIED TO ISSUE NUMBER 42, WHAT IS THE PROPER**
13 **TIMEFRAME FOR EITHER PARTY TO RENDER BILLS FOR OVERDUE**
14 **CHARGES. HE TESTIFIED THAT "UNTIL AN ACCESS BILLING**
15 **SUPPLIER QUALITY CERTIFICATION OPERATING AGREEMENT IS**
16 **DEVELOPED, THE STATUTE OF LIMITATIONS WILL APPLY." DO YOU**
17 **AGREE?**

18

19 A. No, I do not agree. The interconnection agreement between the two parties
20 is an all inclusive agreement. There should not be side agreements required
21 to address the parties' business dealings. Furthermore, Mr. Greene indicated
22 that the side agreement, Access Billing Supplier Quality Certification
23 Operating Agreement must first be developed. Supra does not agree to leave

1 this issue open until an ancillary agreement can be negotiated. The parties
2 need to agree on the length of time allowed for late billings and include it in
3 the contract. Supra Telecom suggests billings should be rendered no more
4 than 180 days after services have been delivered.

5

6 Supra Telecom is not asking any party to waive its statutory rights to collect
7 charges for services provided, but simply suggesting that bills for those
8 services must be rendered within a reasonable time frame.

9

10 Standard business and accounting practices require that companies close
11 their books once a year and provide a complete accounting of the results to
12 its shareholders, lien holders, bankers, etc. It would never be possible to
13 completely close a company's books if there were potentially unbilled charges
14 laying in wait.

15

16 As a Telecommunications services provider, one of the largest components of
17 Supra Telecom's cost base is the bill rendered to Supra Telecom by the
18 Incumbent Local Exchange Carrier. It is not unreasonable for Supra Telecom
19 to be provided with the bill for those charges in a reasonable time frame.

20

21 Standard commercial practice is that bills are rendered within six months of
22 providing the goods or services. Also, it should be noted that rendering a bill
23 later than a few days after providing the goods or services is considered to be

1 outside the norm. The provision for rendering bills as late as six months after
2 the service has been provided should be the exception, not the norm.

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4
5 **Q. MR. GREENE TESTIFIED REGARDING ISSUE 48, "WHAT BILLING**
6 **RECORDS SHOULD BELLSOUTH BE OBLIGATED TO PROVIDE TO**
7 **SUPRA TELECOM? SHOULD BELLSOUTH BE REQUIRED TO PROVIDE**
8 **SUPRA TELECOM WITH BILLING RECORDS WITH ALL EMI STANDARD**
9 **FIELDS?" DO YOU HAVE ANY COMMENTS REGARDING HIS**
10 **TESTIMONY?**

11
12 **A.** Yes, Mr. Greene testified mostly about billing records that are provided to
13 Supra via ODUF, ADUF and EODUF in the EMI format. The issue is broader
14 that just the DUF files and broader than just the EMI format. Supra Telecom
15 should be provided with the same billing data that BellSouth has access to
16 directly from the central office switch. In the exhibit attached to my direct
17 testimony, **Exhibit CB 2**, the systems used in filtering, altering, rating and
18 processing the call detail records and the message records are described. All
19 the records are collected in the Electronic Toll Collection System (ETCS)
20 directly from the central office switch via periodic polling throughout any given
21 day. The data is collected in Automated Message Accounting (AMA) format.
22 Supra Telecom maintains that it is entitled to all of this data and that the data

1 should be provided in AMA format or whatever the current industry standard
2 format is.

3

4 This data is required to properly bill our customers, to review traffic and/or
5 calling patterns of our customers, to properly bill other carriers who access
6 Supra's leased network, and for any other purpose that Supra sees fit.
7 BellSouth has access to this data for its customers and Supra should have
8 the same access.

9

10 Furthermore, Supra Telecom should be provided any and all billing records
11 generated or housed by network elements that are not directly accessible by
12 Supra Telecom. Being that BellSouth is the only party that has complete and
13 total direct access to all the elements within its network, it must be obligated
14 to turn over all of the relevant billing records to Supra Telecom, who leases,
15 but is not provided with direct access to, the facilities. The alternative would
16 be to provide Supra Telecom with direct access to all of the network elements
17 that either generate or house billing data and all of the ordering, provisioning,
18 rating and billing systems. This includes direct access to central office
19 switches, to the SS7 network, to BellSouth's outside plant, and to SOCS,
20 CRIS, BOCRIS, ETCS, ALPHA, CWIN, GADB, CABS, BIBS and any other
21 system included in ordering, provisioning, rating or billing.

22

1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

2 A. Yes.

3

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9

10 _____
Carol Bentley

11

12 STATE OF FLORIDA)

13) SS:

14 COUNTY OF MIAMI-DADE)

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16 The execution of the foregoing instrument was acknowledged before me
17 this _____ day of August, 2001, by Carol Bentley, who is personally known to
18 me or who produced _____ as identification and who did
19 take an oath.

20

21 My Commission Expires:

22

23 _____
NOTARY PUBLIC

24

State of Florida at Large

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26

Print Name:

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