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July 12, 2002

Mrs. Blanca S. Bayo  
Director, Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399


**RE: Docket No. 001305-TP (Supra)**

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Opposition to Supra Telecommunications & Information Systems, Inc.'s Motion to Stay Commission Orders PSC-02-0413-FOF-TP and PSC-02-0878-FOF-TP, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return a copy to me. Copies have been served to the parties shown on the attached certificate of service.

Sincerely,

  
James Meza III (KA)

Enclosures

cc: All Parties of Record  
Marshall M. Criser III  
R. Douglas Lackey  
Nancy B. White

DOCUMENT NUMBER-DATE

07239 JUL 12 02

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE  
Docket No. 001305-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via


(\*) Hand Delivery and Federal Express this 12th day of July, 2002 to the following:

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James Meza (LRA)

**(+) Signed Protective Agreement**

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Arbitration of the Interconnection )  
Agreement Between BellSouth Telecommunications, ) Docket No. 001305-TP  
Inc. and Supra Telecommunications & Information )  
System, Inc., Pursuant to Section 252(b) of the ) Filed: July 12, 2002  
Telecommunications Act of 1996. )  
\_\_\_\_\_)

**BELLSOUTH'S OPPOSITION TO SUPRA'S MOTION TO STAY COMMISSION  
ORDER NOS. PSC-02-0413-FOF-TP AND PSC-02-0878-FOF-TP**

Bellsouth Telecommunications, Inc. ("BellSouth") opposes Supra Telecommunications & Information Systems, Inc.'s ("Supra") Motion to Stay Commission Order Nos. PSC-02-0413-FOF-TP and PSC-02-0878-FOF-TP ("Motion" or "Motion to Stay"). The Florida Public Service Commission ("Commission") should deny Supra's Motion because it is nothing more than Supra's latest attempt to game the regulatory process and to delay operating under a new Interconnection Agreement with BellSouth.

**INTRODUCTION**

With nothing else to protest or challenge and on the eve of having to execute, file, and operate under a new Interconnection Agreement, Supra is seeking to indefinitely stay the Commission's denial of Supra's various post-hearing motions, including two motions for reconsideration, in Order No. PSC-02-0413-FOF-TP ("Order Denying Reconsideration"), issued on July 1, 2002, and the Commission's Final Order ("Order No. PSC-02-0413-FOF-TP") issued on March 25, 2002. This "last-ditch" effort by Supra to avoid operating under a new Interconnection Agreement with BellSouth is identical in nature to (1) the Motion

**REDACTED**

to Stay Supra filed on June 10, 2002, which the Commission denied on June 14, 2002; (2) the Motion to Stay Supra filed with the First District Court of Appeal, which the court denied on June 11, 2002; and (3) various other motions Supra has filed requesting reversal or at least delay of the Commission's Final Order and include:

1. Supra's Motion to Defer Agenda Item 27 or In the Alternative Request for Oral Argument, filed on February 13, 2002;
2. Supra's Motion for Rehearing, Motion for Appointment of Special Master, Motion for Indefinite Deferral; and Motion for Oral Arguments, filed on February 18, 2002;
3. Supra's Renewed Motion for Indefinite Stay of Docket 001305-TP and in the Alternative Renewed Motion for Oral Arguments, filed February 21, 2002;
4. Supra's Motion for Oral Arguments on Procedural Question Raised by Commission Staff and Wrongful Denial of Due Process, filed February 27, 2002;
5. Supra's Motion to Extend Due Date for Filing Motion for Reconsideration, filed April 1, 2002;
6. Supra's Motion for Reconsideration of Order No. PSC-02-0464-PCO-TP (Order denying extension to file motion for reconsideration), filed April 10, 2002;
7. Supra's Motion for Reconsideration and Clarification of Order No. PSC-02-0464-PCO-TP, filed April 8, 2002;
8. Supra's Motion for Reconsideration of the Denial of Its Motion for Rehearing of Order PSC-02-0413-FOF-TP, filed April 10, 2002;
9. Supra's Motion to Disqualify and Recuse Commission Staff and Commission Panel from All Further Consideration of this Docket and to Refer Docket to DOAH for All Future Proceedings, filed April 17, 2002;

10. Motion to Strike and Reply to BellSouth's Opposition to Supra's Motion for Reconsideration for a New Hearing in Docket No. 001305-TP, filed on April 24, 2002;
11. Motion for Extension of Time to File Interconnection Agreement, filed on April 24, 2002;
12. Verified Supplemental Motion to Disqualify and Recuse FPSC from all Further Consideration of this Docket and to Refer This Docket to the Division of Administrative Hearings for All Further Proceedings, filed April 26, 2002;
13. Motion to Strike and Reply to BellSouth's Opposition to Supra's Motion to Disqualify and Recuse, filed May 1, 2002;
14. Motion to Strike BellSouth's Letter of April 25, 2002 to Blanco Bayo with Attached Proposed Interconnection Agreement, filed May 7, 2002;
15. Second Verified Motion to Disqualify and Recuse FPSC From All Further Consideration of this Docket and to Refer this Docket to the Division of Administrative Hearings for All Further Proceedings, filed June 5, 2002;
16. Emergency Motion for Stay Pending Judicial Review of Order Nos. PSC-02-0772-PCO-TP and PSC-02-0773-PCO-TP and Notification of Exercise of Rights Under Rule 25-22.060, filed June 10, 2002, and;
17. Motion to Strike BellSouth's Letter of October 30, 2001 to Blanca Bayo; Strike BellSouth's Post-Hearing Position/Summary with Respect to Issue B; and to Alter/Amend Final Order Pursuant to Rule 1.540(B), filed June 17, 2002.

As with the motions referenced above, Supra filed the instant Motion to Stay for one reason – to avoid entering into the new Interconnection Agreement with BellSouth, because the new agreement will end Supra's current ability to avoid its payment obligations to BellSouth. Simply put, once the new Agreement is filed and approved, Supra will be required to pay BellSouth all undisputed amounts, which now total over approximately [REDACTED], or face disconnection

of service. Faced with the eventual inability to continue to pocket money it receives from its end users instead of paying BellSouth, Supra has and will do or say anything, including filing multiple, baseless motions, like the instant Motion to Stay, to put off the day it must pay BellSouth for services received. For the reasons discussed in detail below, the Commission should summarily deny Supra's most recent request for delay.

### **LAW AND ARGUMENT**

#### **I. THE COMMISSION AND FIRST DCA HAVE ALREADY REJECTED SUPRA'S ARGUMENTS AND REQUESTS FOR A STAY.**

On June 10, 2002, Supra filed an Emergency Motion for Stay Pending Judicial Review of Order Nos. PSC-02-0772-PCO-TP and PSC-02-0773-PCO-TP, wherein Commissioner Jaber and Commissioner Palecki denied Supra's Motions to Recuse ("First Motion to Stay"). In a fashion identical to the arguments Supra raises in the instant Motion, Supra claimed in the First Motion to Stay that it will prevail on appeal because the Commission purportedly violated its due process rights by not immediately addressing and granting its Motions to Recuse.<sup>1</sup> The Commission denied this First Motion to Stay on June 14, 2002 in Order No. PSC-02-0808-PCO-TP because it found that Supra did not meet the standard for obtaining a stay.

In addition, on June 7, 2002, Supra filed a Motion to Stay with the First District Court of Appeal ("Appellate Motion to Stay") upon the same grounds as the First Motion to Stay – namely, that the Commission violated Supra's due

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<sup>1</sup> Supra raised the same arguments in its Petition for Emergency Issuance of Writ of Mandamus, Writ of Prohibition and Other Relief, which it filed with the First District Court of Appeal. Supra premised its Motion for Stay with the appellate court on this filing.

process rights by not immediately addressing Supra's Motions to Recuse. The First District Court of Appeal, however, denied Supra's request for a stay as well as its Petition for Writ of Mandamus or Writ of Prohibition without opinion on June 11, 2002.

Identical to the First Motion to Stay, Supra sought the instant stay pursuant to Rule 25-22.061, Florida Administrative Code. Furthermore, identical to the First Motion to Stay and the Appellate Motion to Stay, Supra raises the same, if not identical arguments, and cites to the same, inapplicable authority as in its current request for a stay, while also adding a few arguments. Indeed, in all three motions, Supra raises the same facts in support and makes the same due process arguments. In this third request for a stay, Supra presents no new legitimate reasons as to why it is entitled to a stay. Essentially, with this Motion, Supra is attempting to relitigate an issue that both the Commission and an appellate court have rejected. For this reason alone, the Commission should deny Supra's Motion.

## **II. Supra's Motion Is Barred by Law of the Case Doctrine.**

Similar to res judicata, the doctrine of law of the case is a principle of judicial estoppel that applies to proceedings within the same case. Florida Dep't Transp. v. Juliano, 801 So. 2d 101, 107 (Fla. 2001). Under this doctrine, "[a]ll points of law which have been adjudicated become the law of the case and are, except in exceptional circumstances, no longer open for discussion or consideration in subsequent proceedings in the case." Strazzulla v. Hendrick, 177 So. 2d 1, 3 (Fla. 1965). Pursuant to this doctrine, "a trial court is bound to

follow prior rulings of the appellate court as long as the facts on which such decision are based continue to be the facts of the case.” McGregor v. Provident Trust Co., 162 So. 2d 323, 327 (Fla. 1935). Additionally, the law of the case doctrine may “foreclose subsequent consideration of issues implicitly addressed or necessarily considered by the appellate court’s decision.” Juliano, 801 So. 2d at 106 (citing Dade County Classroom Teachers’ Ass’n v. Rubin, 238 SO. 2d 284, 289 (Fla. 1970); Dicks v. Jenne, 740 So. 2d576, 578 (Fla. 4<sup>th</sup> DCA 1999).

Florida courts have used both law of the case and res judicata to deny subsequent motions that are based upon same or similar grounds as a previously denied motion. See Mercantile Invest. & Holding Co. v. Gilliland, 197 So. 538, 539 (Fla. 1940); see also, Johnson v. Singletary, 618 So. 2d 731, 731 (Fla. 1993); Isley v. State, 652 So. 2d 409, 410 (Fla. 5<sup>th</sup> DCA 1995).<sup>2</sup> For instance, in Mercantile Invest. & Holding Co., a defendant filed a motion to stay a writ of execution on a judgment entered upon equitable grounds, which the trial court denied. Several months later, the defendant filed a second motion to stay based on additional grounds, which the trial court also denied. On appeal of the second denial of the motion to stay, the Supreme Court held that, as a matter of law, the second motion to stay was barred under the doctrine of res judicata because it found that the first denial of the motion to stay resolved all of the issues raised in the second motion to stay.

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<sup>2</sup> As evidenced by the cited case law, Florida courts have often confused res judicata and law of the case doctrine. The Supreme Court distinguished the two doctrines in Juliano, 801 So. 2d at 106. Notwithstanding what doctrine is used, the concepts of judicial economy prohibit Supra from continually raising the same arguments over and over in an attempt to delay and frustrate the regulatory process.



While the latter motion presents additional grounds to the motion filed December 16, 1939, the two motions were presented under Section 4516, C.G.L. We think the order entered by the lower court dated June 24, 1940, to which writ of error was taken, was fully adjudicated in the order dated December 22, 1939, and the same is res adjudicata, and the case at bar is ruled by Dr. P. Phillips Co. v. Billo, 109 Fla. 316, 147 So. 579.

197 So. at 539.

Similarly, in Isley v. State, a defendant in a petition for habeas corpus relief raised the same arguments that he previously raised in motion to vacate sentence. 652 So. 2d at 410. Among other reasons, the court denied the defendant's petition pursuant to the doctrine of "res judicata and the law of the case." Specifically, the court found that the defendant's "repetitive arguments concerning withdrawing his pleas and ineffective assistance of counsel" were barred because "[t]hey have been heard, considered and rejected." Id. The court concluded by stating that to "raise them again was an abuse of process" and that "enough was enough." In addition, "in order to protect the limited judicial resources to our judicial system and this court," the court prohibited the defendant from filing any further pleadings concerning his conviction and sentence. Id. at 410, 411.

In the instant case, law of the case bars Supra's third Motion to Stay because it raises the same issues, facts, and causes of action that it raised in the Appellate Motion to the Stay, which the First District Court of Appeal previously denied. Like the Fifth District Court of Appeal found in Isley, the First District Court of Appeal has 'heard, considered and rejected" Supra's repetitive due

process arguments and request for a stay. “To raise them again is an abuse of process . . . Enough is enough.” 652 So. 2d at 410-11.

### **III. SUPRA HAS NOT MET THE STANDARD FOR OBTAINING A STAY.**

Assuming arguendo that res judicata or law of the case does not bar Supra’s current Motion to Stay (which is denied), the Commission should still deny Supra’s motion because – like Supra’s earlier motions -- it fails to satisfy the standard for receiving a stay pending judicial review. Rule 25-22.061(2), Florida Administrative Code, governs a party’s request to stay a final order of the Commission pending judicial review. In determining whether to grant a stay, the Commission may consider the following: (a) whether the petitioner is likely to prevail on appeal; (b) whether the petitioner has demonstrated that he is likely to suffer irreparable harm if the stay is not granted; and (c) whether the delay will cause substantial harm or be contrary to the public interest. See Rule 25-22.061(2), Florida Administrative Code. In addition, the Commission may condition a stay upon the posting of a corporate bond or corporate undertaking, or both. Id. In the case at hand, and as previously recognized by the Commission, Supra cannot satisfy any of the requirements necessary to obtain a stay.

#### **A. Supra Will Not Prevail on Appeal.**

In a manner identical to its First Motion for Stay, Supra claims that it will prevail on appeal because the Commission purportedly violated its due process

rights by not immediately addressing and granting its Motions to Recuse.<sup>3</sup> In support, Supra raises the same case law and arguments that it raised in the First Motion for Stay, which the Commission considered and rejected in Order No. PSC-02-0808-PCO-TP. Because the two motions are identical, the Commission's rationale applies equally here.

First, the Commission correctly determined that Supra's Motions to Recuse were untimely under the Administrative Procedure Act ("APA"). Section 120.665, Florida Statutes, provides in pertinent part:

. . .any individual acting alone or with others as an agency head may be disqualified from serving in an agency proceeding for bias, prejudice or interest when any party to the agency proceeding shows just cause by a suggestion filed **within a reasonable period of time prior to the agency proceeding.**

(emph. added).

The phrase "agency proceeding" is not defined by the statute and has yet to be expressly defined by Florida courts; however, previous decisions indicate that the filing of a motion to disqualify prior to a formal hearing would not be considered untimely. For instance, in Bay Bank & Trust Co. v. Lewis, 634 So. 2d 672, 678 (Fla. 4<sup>th</sup> DCA 1994), the court, in deciding the issue on other grounds, refused to find that an "agency proceeding" meant the filing of a petition for a hearing under Section 120.57, Florida Statutes. Similarly, the Commission in In re: Southern States Util., Inc., Order No. 95-1438-FOF-WS refused to find that a

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<sup>3</sup> Supra raised the same arguments in its Petition for Emergency Issuance of Writ of Mandamus, Writ of Prohibition and Other Relief, which it filed with the First District Court of Appeal. Supra premised its Motion for Stay with the appellate court on this filing.

motion to disqualify a Commissioner was untimely because, among other reasons, technical hearings and an agenda conference had yet to take place.<sup>4</sup>

As the Commission correctly found, the filing of a motion to disqualify cannot be considered timely after a final hearing has taken place and after a final order has been issued and in effect. Such a finding is consistent with the standard for disqualifying a Commissioner under the APA, which is “whether the facts alleged would prompt a reasonably prudent person to fear that he could not get a fair and impartial trial.” In re: Southern States Util., Inc., Order No. PSC-95-1438-FOF-WS.<sup>5</sup>

In addition, such a conclusion is consistent with the purpose of the statute empowering parties to seek to disqualify a biased agency head to insure a fair hearing. Once a hearing has concluded, an agenda conference has been held, the Commission has voted, and a final order has been issued, the purpose of that statute cannot be achieved. To find otherwise would lead to absurd and unreasonable consequences as parties could use Section 120.665 to attempt to reverse adverse final rulings after a Commission vote, which is exactly what Supra is doing in the instant matter. See City of St. Petersburg v. Siebold, 48 So. 2d 291 (Fla. 1950) (absurd or unreasonable results should be constrained when interpreting statutes).

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<sup>4</sup> In In re: Southern States Util., Inc., the Commission briefly discussed whether a motion to disqualify filed after an evidentiary hearing was timely but did not reach a conclusion as to this issue. Instead, in finding the motion timely, the Commission focused on the fact that technical hearings and an agenda conference were scheduled in one of the dockets in which the motion to disqualify was filed.

<sup>5</sup> This conclusion is also supported by the fact that, under Section 120.569(2)(a), a party may request the disqualification of an ALJ “by filing an affidavit with the division prior to the taking of evidence at a hearing, stating the grounds with particularity.”

Second, the Commission correctly determined that Supra's Motions to Recuse were based on facts that were legally insufficient to support recusal. Because agency heads have "significantly different functions and duties than do judges," the standard for disqualifying an agency head is different from the standard for disqualifying a judge. Bay Bank & Trust Co. v. Lewis, 634 So. 2d 672, 678 (Fla. 1<sup>st</sup> DCA 1994). As stated by the Commission in In re: Southern States Util., Inc., Order No. PSC-95-1438-FOF-WS, "a petitioner seeking the recusal of a commissioner is faced with satisfying a more stringent standard than is one seeking the recusal of a trial judge." The test for disqualification is whether the facts alleged would prompt a reasonably prudent person to fear that he could not get a fair and impartial trial. Id.

While the Commission is not to resolve disputed issues of fact in a motion to recuse and must assume the truth of the facts alleged, the Commission does not have to consider allegations that are "too tenuous and speculative to require disqualification of an agency head" and which are "unsupported by any allegations of underlying facts that demonstrate such bias . . . ." Bay Bank, 634 So. 2d 676, 679. The Commission correctly determined that the allegations Supra raised to support recusal were wholly conclusory and devoid of any factual support and thus were insufficient under Bay Bank to support recusal.

Third, the propriety of the Commission's decision to deny Supra's Motion to Recuse was confirmed by the First District Court of Appeal, which denied, without opinion, Supra's Petition for Emergency Issuance of Writ of Mandamus, Writ of Prohibition and Other Relief. This Petition was based on the same

arguments upon which Supra premised its First Motion to Stay and the current Motion to Stay. Thus, an appellate court has already rejected the very arguments that Supra now says will allow it prevail on appeal.

Fourth, Supra claims that the Commission erred in not immediately resolving Supra's three Motions to Recuse, which were filed on April 17, 2002, April 26, 2002, and June 5, 2002. According to Supra, the Commission "was required to address and resolve Supra's motions for disqualification prior to ruling on any other substantive matters." See Motion at 10. Thus, Supra claims that the Commission was "without authority to rule on any other pending matters once the motions for disqualification were filed on April 17, 2002." Id. at 11.

What Supra fails to articulate in this argument is that, despite filing its first Motion to Recuse on April 17, 2002, Supra filed several requests for relief with the Commission after that date, all of which required Commission action. For instance, on April 24, 2002, Supra filed a Motion for Extension of Time to File Interconnection Agreement.<sup>6</sup> Supra filed the Motion in lieu of filing an executed Interconnection Agreement on April 25, 2002 in compliance with the Final Order. The Commission granted Supra's request on May 8, 2002 in Order No. PSC-02-0637-PCO-TP, giving Supra 14 days from the issuance of the order resolving

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<sup>6</sup> In addition to this Motion, Supra also filed the following motions with the Commission after April 17, 2002: (1) a Motion to Strike and Reply to BellSouth's Opposition to Supra's Motion for Reconsideration for a New Hearing in Docket No. 001305-TP; (2) a Verified Supplemental Motion to Disqualify and Recuse FPSC; (3) Objection to BellSouth's Request for Confidential Classification; (4) Motion to Strike and Reply to BellSouth's Opposition to Supra's Motion to Disqualify and Recuse; (5) Motion to Strike BellSouth's Letter of April 25, 2002 to Blanco Bayo with Attached Proposed Interconnection Agreement; (6) Motion for leave to File Reply to BellSouth's Oppositions to Supra's Motion to Strike, or in the Alternative, to Strike New Issues Raised in BellSouth's Opposition; (7) Motion for Reconsideration of Order No. PSC-02-0700-TP; (8) Second Verified Motion to Disqualify and Recuse FPSC; (3) Motion for Clarification and Partial Reconsideration of Order No. PSC-02-663-CFO-TP.

Supra's motions for reconsideration to execute and file the new Interconnection Agreement. If Supra had not received this extension, Supra would have violated the Final Order and been subject to a \$25,000 a day fine for every day that the Supra refused to execute the Agreement. See Section 364.285, Florida Statutes.

Under Supra's own warped logic, the Commission did not have authority to grant Supra's request for an extension of time to file the new Interconnection Agreement, because the Commission granted the extension after April 17, 2002, notwithstanding the fact that Supra asked for the extension after that date. Accordingly, Supra's own argument results in Supra being subject to at least a **\$1,950,000** fine, which grows by \$25,000 a day. Supra cannot have it both ways – Supra cannot argue that the Commission should not have made any rulings after April 17, 2002 but also take advantage of one of those rulings to avoid the filing of the new Interconnection Agreement on April 25, 2002 as ordered by the Commission in its Final Order.

**B. Supra Will Not Suffer Irreparable Harm.**

Supra claims that it will suffer irreparable harm if a stay is not provided. Again, the Commission previously rejected this argument in denying Supra's First Motion to Stay in Order No. PSC-02-0808-PCO-TP. The Commission should reach the same conclusion here for the following reasons.

First, the Commission has already determined in Order No. PSC-02-0808-PCO-TP that Supra will not suffer irreparable harm if the Commission proceeding is not stayed pending judicial review. Second, Supra will suffer no irreparable harm because Supra's rights to challenge and appeal the Final Order are

expressly preserved and are not waived by executing and filing the new Interconnection Agreement. Specifically, Section 25.1 of the new Agreement addresses the effect of the execution of the new Interconnection Agreement while Supra appeals or otherwise challenges the Order:

## **25. Reservation of Rights**

25.1 Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).<sup>7</sup>

Therefore, under the express terms of the new Interconnection Agreement, Supra will not waive any of its rights to challenge or appeal the Commission's decision in the Order by executing the new Agreement. Further, if any of Supra's challenges are subsequently upheld, either by the Commission on reconsideration or by an appellate court, the Agreement will be promptly amended to reflect those changes in the Commission's decision. Thus, Supra's rights are protected in the event it prevails on any issue on appeal and therefore would suffer no "irreparable harm" if a stay is not granted.

Third, Supra's claim that it will suffer irreparable harm though the loss of customers and good will must be rejected. Assuming arguendo that Supra may

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<sup>7</sup> This section is substantively identical to General Terms and Conditions § 42 of the parties' expired agreement.



suffer harm as a result of operating under the new Agreement (which is denied), any potential harm can be compensated in money damages. It is well settled that "irreparable harm does not exist where the potential loss is compensable by money damages." Barclays Am. Mtg. Corp. v. Holmes, 595 So.2d 104, 105 (Fla. 5th DCA 1992). Any customer loss that Supra may suffer by operating under an arbitrated agreement can be compensated with damages. See e.g., Merrill Lynch, Pierce, Fenner & Smith, Inc. v. deLinieri, 572 F. Supp. 246, 249 (N.D. Ga. 1983) (loss of business could be addressed with money damages); Lafayette Beverage Distribs., Inc. v. Anheuser-Busch, Inc., 545 F. Supp. 1131, 1151 (N.D. Ind. 1982) (loss of good will could be addressed with money damages). Further, as noted by the Commission in its denial of Supra's First Motion to Stay, the authority Supra cites in support of its claim that it will suffer irreparable injury is distinguishable in that the cited authority involved injunctions, not stays pending appeal. See Order No. PSC-02-0808-PCO-TP.

Fourth, Supra's claims of "irreparable harm" are false. For instance, Supra claims that it will suffer "irreparable harm" if required to operate under the new Interconnection Agreement because the new Agreement, unlike the expired Agreement, does not provide for direct access to BellSouth's OSS. Contrary to Supra's assertions, the expired Agreement does not entitle Supra to direct access to BellSouth's OSS, and BellSouth is under no present obligation to provide Supra with direct access. Likewise, Supra claims that the new Agreement, unlike the expired agreement, does not provide for meet point billing. Thus, Supra argues that it will suffer "irreparable harm" if forced to operate under

the new Agreement. However, both the new Agreement and the expired Agreement permit meet point billing where appropriate. Further, Supra never raised meet point billing as an issue for arbitration and thus cannot rely on the alleged absence of such a provision in the new Agreement to request a stay.

Similarly, Supra claims that it will suffer “irreparable harm” because the new Agreement, unlike the expired Agreement, allows BellSouth to terminate Supra’s service for the failure to pay disputed amounts. Contrary to these statements, however, the new Agreement does not allow BellSouth to terminate Supra’s service for the failure to pay any disputed amounts. Rather, BellSouth will have the right to disconnect Supra for the failure to pay any undisputed amounts or any amounts disputed in bad faith. Further, as ordered by the Commission, Supra will not be allowed to use self-help or to offset its payment obligations. These provisions will put Supra on equal footing with all of the other ALECs in Florida who must honor their payment obligations to BellSouth or face disconnection of service.

In addition, Supra could avoid any disconnection of service by operating as a responsible carrier and paying all undisputed amounts and not submitting bad faith disputes to avoid its payment obligations. Indeed, Supra expects the same of its end users as Supra disconnects its own end-users consumers for the failure to pay Supra and does not allow its customers to apply self-help. See Final Order, Order No. PSC-02-0413-PCO-TP at 55 (“Supra does not allow its retail customers to offset charges, nor does it require dispute resolution before disconnection of retail customers for nonpayment.”).

**C. A STAY OF THE ORDER WILL CAUSE SUBSTANTIAL HARM AND WILL BE AGAINST THE PUBLIC INTEREST.**

Granting Supra's request for a stay will cause substantial harm to both BellSouth and to Florida consumers and is against the public interest. Any stay of the Commission's Final Order or Orders on Reconsideration will result in BellSouth being extremely prejudiced. This is so because as long as Supra continues to operate under the expired agreement, Supra has not and will not pay BellSouth for legitimate services received unless ordered to by the appropriate authority. In fact, since [REDACTED]

[REDACTED].

Supra has no incentive to operate under the new Interconnection Agreement with BellSouth because the expired agreement does not contain an express provision authorizing the disconnection of service for nonpayment of undisputed amounts. As evidenced by Supra's payment history, including the statement of Supra's CEO at the hearing that Supra had not paid BellSouth for two years (see Final Order at 54), Supra has chosen to avoid its payment obligations and to force BellSouth to attempt to recover both disputed and undisputed amounts through the long, arduous [REDACTED] required under the expired agreement, while at the same time incurring new, additional charges month after month. The new agreement, however, pursuant to the Commission's Order, allows BellSouth to disconnect Supra's service for the failure to pay undisputed amounts. Consequently, under the new agreement, Supra will either have to pay undisputed amounts or face disconnection of service.

Granting Supra's request for an indefinite stay would extend Supra's practice of ignoring its payment obligations to BellSouth. Each day that Supra fails to pay BellSouth for legitimate undisputed charges, BellSouth is prejudiced. Accordingly, staying the Final Order, which gives BellSouth the right to disconnect service, for any period of time greatly prejudices BellSouth.

The Commission recognized the importance and necessity of BellSouth having the right to disconnect Supra for the failure to pay undisputed amounts in its Final Order:

We believe an ILEC's ability to receive timely payment for undisputed charges is important. We recognized as much when addressing the BellSouth/WorldCom arbitration in Docket No. 000649, where we stated:

BellSouth must be able to deny service in order to obtain payment for services rendered and/or prevent additional past due charges from accruing. It would not be a reasonable business practice for BellSouth to operate "on faith" that an ALEC will pay its bills. Indeed, a business could not remain viable if it were obligated to continue providing services to customers who refuse to pay lawful charges.

Final Order at 54. Supra's continual refusal to honor its monthly payment obligation that now totals approximately [REDACTED] a month for over 300,000 customers strains BellSouth's ability to provide wholesale services to other ALECs and to Florida consumers. As recognized by the Commission, no company can continue to operate if it is not being compensated for services provided.

In addition, it is against the public interest for Supra to avoid its payment obligations to BellSouth while at the same time expecting its end users to timely

make payment to Supra. Every month, Supra receives wholesale services from BellSouth to provide service to over 300,000 customers. At the same time, Supra (1) receives payment for those services from its customers, and, instead of paying BellSouth, pockets the money, or (2) if payment is not received, disconnects its end users. By not paying BellSouth but expecting payment from its own end users, Supra is obtaining an unearned financial windfall at the expense of Florida consumers.

Further, Supra's failure to honor its payment obligations has an effect on competition in this state. By refusing to timely pay undisputed bills or disputing bills in bad faith, Supra obtains a preference over the other ALECs who timely pay their bills. As a result, Supra can devote additional resources to advertising and other means to increase its customer base. See In re: Complaint of WorldCom Technologies, Inc. Against BellSouth, Docket No. 980499-TP, Order No. PSC-00-0758-FOF-TP (denying BellSouth's request for a stay of the Commission's order on the payment of reciprocal compensation for ISP-bound traffic because it found that the stay would harm the public interest as it would delay the development of competition.) In sum, the public interest demands that Supra's "free ride" end.

**D. Supra Must Put Up a Bond.**

While BellSouth vehemently denies any suggestion that Supra is entitled to a stay, if the Commission is inclined to grant Supra's request, notwithstanding the fact that it has previously rejected such a request as well as the arguments raised by Supra, the Commission should at least require Supra to (1) post a bond

that represents all unpaid amounts that Supra has accrued since January 1, 2002; and (2) place all future monthly amounts billed in escrow while the stay continues. As previously stated, the accrued amount is over [REDACTED] and is growing by [REDACTED] a month.

A bond is required because staying the Commission's Final Order will have the direct effect of allowing Supra to continue its practice under the expired Agreement of ignoring its payment obligations to BellSouth. Indeed, by the time any appeals are resolved, Supra could realistically owe BellSouth [REDACTED]. Also, there should be no question that Supra has the revenue to post such a bond, because Supra is keeping the revenue that it receives from over 300,000 customers every month and not timely paying BellSouth.

Furthermore, a corporate undertaking will not be sufficient because Supra has filed financial information with the West Virginia Public Service Commission ("WVPSC") and the North Carolina Utilities Commissions ("NCUC") indicating that it sustained a loss for 2001. For instance, based on information filed with the WVPSC in an April 25, 2002 filing, Supra sustained approximately a **\$23 million** loss for 2001. See Supra's 2001 Annual Report filed with the WVPSC, attached hereto as Exhibit A. In addition, while inconsistent with what Supra reported to the WVPSC, Supra informed the NCUC in a June 21, 2002 filing that it suffered an approximate **\$11 million** loss for 2001. See Supra's Letter to NCUC containing 2001 Statement of Income, attached hereto as Exhibit B. Even though both public filings contain inconsistent financial information, they both

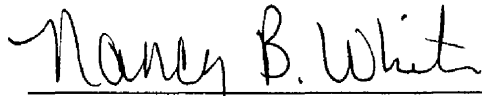
establish that Supra apparently sustained a loss for 2001. Accordingly, a corporate undertaking will not be sufficient.

**CONCLUSION**

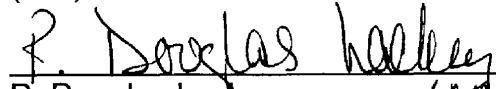
For the foregoing reasons, BellSouth respectfully requests that the Commission refuse to consider and deny Supra's Motion to Stay Commission Order Nos. PSC-02-0413-FOF-TP and PSC-02-0878-FOF-TP.

Respectfully submitted this 12th day of July 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.

  
\_\_\_\_\_  
(LA)

Nancy B. White  
James Meza III  
150 West Flagler Street  
Suite 1910, Museum Tower  
Miami, Florida 33130  
(305)347-5568

  
\_\_\_\_\_  
(LA)

R. Douglas Lackey  
T. Michael Twomey  
Suite 4300  
675 W. Peachtree Street, N.E.  
Atlanta, Georgia 30375  
(404) 335-0750

EXHIBIT "A"

**COMPANY INFORMATION**

**List any corporation having control over respondent**

None

- 1. **Date of Certificate** 1/22/99 **WV PSC Case No.:** 98-0752-T-CN
- 2. **Date of initiation of service to customers in West Virginia** N/A
- 3. **Board of Directors:** OLUKAYODE A. RAMOS  
ABDUL OLASEWERE
- 4. **Principal General Officers:** OLUKAYODE A. RAMOS - PRESIDENT  
ABDUL OLASEWERE - SECRETARY  
JOE SONGER - CHIEF FINANCIAL OFFICER  
BRIAN CHAIKEN - GENERAL COUNSEL
- 5. **Company Website:** www.SupraTelecom.com

**Person to whom correspondence should be addressed concerning this report:**

**Name** ESTHER SUNDAY **Title** ADMINISTRATIVE ASSISTANT

**Mailing Address** 2620 SW 27th Avenue, Miami, Florida 33133

**City** Miami **State** Florida **Zip** 33133

**Telephone (305)** 476-4251 **FAX (305)** 443-9516

**E-Mail Address** esunday@stis.com



**Regulatory Contact**

(for matters involving complaints, tariffs, service quality, 9-1-1, etc.)

Name ANN SHELFER Title VP-Public Policy & Regulatory

Mailing Address 1311 Executive Center Drive Suite 200  
Tallahassee, Florida 32301

Telephone (850 ) 402-0510 FAX (850 ) 402-0522

E-Mail Address ashelfer@stis.com

**Important Changes During The Year**

(add pages as needed)

None.

**BALANCE SHEET — TOTAL COMPANY**

Line No.	Account (FCC numbers are for reference) (a)	Balance at Beginning of Year (b) (000) \$	Balance at End of Year (c) (000) \$	Increase (Decrease) (d) (000) \$
<b>Current Assets</b>				
1	1130-1160 Cash and Equivalents	127,556	-539,425	
2	1180-1210 Net Receivables	3,295,855	12,643,322	
3	1220 Inventories	0	0	
4	1290-1330 Prepaid Accounts	10,014	157,265	
5	1350 Other Current Assets		2,950	
6	<b>Total (lines 1 thru 5)</b>	<b>3,433,425</b>	<b>13,342,962</b>	<b>9,909,537</b>
<b>Non-Current Assets</b>				
7	1401-1408 Investments			
8	1410 Other Non-Current Assets	5,028,783	210,799	
9	1438-1439 Deferred Charges	298,970		
10	1500 Other Assets - Net	25,853		
11	<b>Total (lines 7 thru 10)</b>	<b>5,353,606</b>	<b>210,799</b>	
<b>Property, Plant and Equipment</b>				
12	2001 Telecommunications Plant in Service			
13	2002 Property Held For Future Use			
14	2003-2004 Telecom Plant Under Construction			
15	2005 Telecommunications Plant Adjustment			
16	2006 Non-Operating Plant	686,607	3,572,476	
17	<b>Subtotal (lines 12 thru 16)</b>	<b>686,607</b>	<b>3,572,476</b>	<b>2,885,869</b>
18	2007 Goodwill			
19	<b>Less: 3100-3600 Depreciation and Amortization</b>	<b>(136,738)</b>	<b>558,819</b>	
20	<b>Total (lines 17 thru 19)</b>	<b>549,869</b>	<b>3,013,657</b>	<b>2,463,788</b>
21	<b>Total Assets and Other Debits</b>	<b>9,336,900</b>	<b>16,567,409</b>	<b>7,230,509</b>

**BALANCE SHEET — TOTAL COMPANY**

Line No.	Account (FCC numbers are for reference) (a)	Balance at Beginning of Year (b) (000) \$	Balance at End of Year (c) (000) \$	Increase (Decrease) (d) (000) \$
<b>Current and Accrued Liabilities</b>				
22	4010-4040 Accounts and Notes Payable	796,213	1,689,992	
23	4050-4060 Current Maturities		3,684,096	
24	4070-4110 Current Taxes	366,590	2,662,520	
25	4120-4130 Other Current and Accrued Liabilities	1,764,152	26,507,686	
26	<b>Total (lines 22 thru 25)</b>	<b>2,926,955</b>	<b>34,544,295</b>	<b>&lt;31,617,340</b>
<b>Long-Term Debt</b>				
27	4210 Funded Debt		1,809,607	
28	4220-4270 Other	3,413,803		
29	<b>Total (lines 27 thru 28)</b>	<b>3,413,803</b>	<b>1,809,607</b>	<b>(1,604,196)</b>
<b>Other Liabilities and Deferred Credits</b>				
30	4310-4360 Other Liabilities and Deferred Credits			
31	4320-4350 Noncurrent Taxes			
32	4370 Other Liabilities and Deferred Credits			
33	<b>Total (lines 30 thru 32)</b>	<b>-</b>	<b>-</b>	
<b>Stockholder's Equity</b>				
34	4510 Capital Stock	100,000	100,000	
35	4520 Additional Paid-in Capital	4,287,311	1,765,839	
36	4530-4540 Treasury Stock and Other Capital			
<b>Retained Earnings</b>				
37	4550 Appropriated and Unappropriated Retained Earnings	1,391,169	(21,652,331)	
38	<b>Total (lines 34 thru 37)</b>	<b>2,996,142</b>	<b>(19,786,992)</b>	
39	<b>Total Liabilities and Other Credits</b>	<b>9,336,900</b>	<b>16,567,409</b>	<b>7,230,509</b>

**INCOME STATEMENT — WEST VIRGINIA JURISDICTION**

Line No.	Account (FCC numbers are for reference) (a)	Amount for the Current Year (b) (000) \$	Increase or (Decrease) from Preceding Year (c) (000) \$
1	<b>Operating Revenues</b> (Page 7, line 6)	0.00	0.00
2	<b>Operating Expenses</b> (Page 8, line 5)	0.00	0.00
3	6560 Depreciation		
4	6560 Amortization		
5	<b>Total Expenses</b> (lines 2 thru 4)	0.00	0.00
6	<b>Net Operating Revenues Before Taxes</b> (Line 1 – Line 5)		
	<b>Other Income, Expenses and Taxes</b>		
7	7100+7300 Other Income and Expense	0.00	0.00
8	7200+7400 Taxes		
9	7500 Interest and Related Items		
10	<b>Subtotal</b> (Lines 7 thru 9)		
11	<b>Net Income Before Extraordinary Items</b> (Line 6 - Line 10)		
12	7600 Extraordinary Items		
13	<b>Net Income</b>	0.00	0.00

**OPERATING REVENUES — WEST VIRGINIA JURISDICTION**

Line No.	Operating Revenue Accounts (FCC numbers are for reference) (a)	Amount for the Current Year (b) (000) \$	Increase or (Decrease) from Preceding Year (c) (000) \$
1	5000 <b>Local Network Services and Access Revenues</b>	0.00	0.00
2	5100 <b>Long Distance Network Services Revenues</b>	0.00	0.00
3	<b>Miscellaneous Revenues</b>	0.00	0.00
4	<b>Total Operating Revenues Before Uncollectibles</b> (Lines 1 thru 3)	0.00	0.00
5	5300 <b>Uncollectible Revenues - DR</b>	0.00	0.00
6	<b>Total Operating Revenues</b>	0.00	0.00

**OPERATING EXPENSES — WEST VIRGINIA JURISDICTION**

Line No.	Operating Expense Accounts (FCC numbers are for reference) (a)	Amount for the Current Year (b) (000) \$	Increase or (Decrease) from Preceding Year (c) (000) \$
1	6110-6410 Plant Specific Operations Expenses	0.00	0.00
2	6510-6540 Plant Non-Specific Expenses (Excl. Depr. & Amort.)	0.00	0.00
3	6611-6623 Customer Operations Expenses	0.00	0.00
4	6710-6790 Corporate Operations Expenses	0.00	0.00
5	<b>Total Operating Expenses (Lines 1 thru 4)</b>	0.00	0.00

**OPERATING TAXES — WEST VIRGINIA JURISDICTION**

Line No.	Taxing Authority (a)	TYPE OF TAX			Total (e) (000) \$
		Federal and State Income (b) (000) \$	Gross Receipts (c) (000) \$	All Other (d) (000) \$	
1	0.00	0.00	0.00	0.00-	0.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
	<b>Total</b>	0.00	0.00	0.00	0.00
21	Billed by others				
22	Billed to others				
23	Charged to construction				
24	Net charged to account	0.00	0.00	0.00	0.00

**ANALYSIS OF TELEPHONE PLANT LOCATED IN WEST VIRGINIA**

Line No.	Account (a)	Balance at Beginning of the Year (b) (000) \$	Balance at End of the Year (c) (000) \$
1	Intangible Plant	0.00	0.00
2	Land		
3	Buildings		
4	Central Office Equipment		
5	Outside Plant		
6	Furniture and Office Equipment		
7	Vehicles & Other Work Equipment		
8	Other (specify)		
9	Subtotal		
10	Telephone Plant Acquired		
11	Telephone Plant Sold		
12	<b>Total Telephone Plant In Service</b>	0.00	0.00



**STATISTICAL AND OTHER INFORMATION**  
(add pages as needed)

1. Supra Telecom does not provide telephone services in the state of West Virginia at th  
time.

<b>Subscriber Lines Served</b>		
<u>Exchange Name (list separately)</u>	<u>Business Lines</u>	<u>Residence Lines</u>

2. **Number, type and location of switching machines in West Virginia:**

N/A

3. **Identification and description of leased facilities:**

4. **Route miles of outside plant:**

5. **State whether company provides its own operator services. If not, provide the name of the service provider:** N/A

**ENHANCED 9-1-1 FEES COLLECTED AND REMITTED TO EACH COUNTY**

<u>County</u>	<u>Amount</u>	<u>County</u>	<u>Amount</u>
Barbour	\$ _____	Mineral	\$ _____
Berkeley	\$ _____	Mingo	\$ _____
Boone	\$ _____	Monongalia	\$ _____
Braxton	\$ _____	Monroe	\$ _____
Brooke	\$ _____	Morgan	\$ _____
Cabell	\$ _____	Nicholas	\$ _____
Calhoun	\$ _____	Ohio	\$ _____
Clay	\$ _____	Pendleton	\$ _____
Doddridge	\$ _____	Pleasants	\$ _____
Fayette	\$ _____	Pocahontas	\$ _____
Gilmer	\$ _____	Preston	\$ _____
Grant	\$ _____	Putnam	\$ _____
Greenbrier	\$ _____	Raleigh	\$ _____
Hampshire	\$ _____	Randolph	\$ _____
Hancock	\$ _____	Ritchie	\$ _____
Hardy	\$ _____	Roane	\$ _____
Harrison	\$ _____	Summers	\$ _____
Jackson	\$ _____	Taylor	\$ _____
Jefferson	\$ _____	Tucker	\$ _____
Kanawha	\$ _____	Tyler	\$ _____
Lewis	\$ _____	Upshur	\$ _____
Lincoln	\$ _____	Wayne	\$ _____
Logan	\$ _____	Webster	\$ _____
Marion	\$ _____	Wetzel	\$ _____
Marshall	\$ _____	Wirt	\$ _____
Mason	\$ _____	Wood	\$ _____
McDowell	\$ _____	Wyoming	\$ _____
Mercer	\$ _____		
		<i>Total</i>	\$ _____

**SIGNATURE PAGE**

I certify that I am the responsible accounting officer of:  
Supra Telecommunications & Information Systems, Inc.,  
\_\_\_\_\_;

that I have examined the foregoing report; that to the best of my knowledge, information and belief, all statements of fact contained in this report are true and the report is a correct statement of the business and affairs of the above-named respondent in respect to each and every matter set forth therein during the period from  
\_\_\_\_\_ 1/1/01 \_\_\_\_\_ to \_\_\_\_\_ 12/31/01 \_\_\_\_\_ inclusive.

Date 4/25/02

Signature *[Handwritten Signature]*

Title SECRETARY

Telephone No. ( 305 ) 476-4260

FAX No. ( 305 ) 443-9516

E-Mail Address \_\_\_\_\_



David A. Nilson  
 CTO  
 2620 SW 27<sup>th</sup> Avenue  
 Miami, FL 33133-3001  
 Phone: (305) 473-4201  
 FAX: (305) 443-9516  
 Email dnilson@STIS.com

June 21, 2002

**OFFICIAL COPY**

William J. Britt Jr.  
 Public Utilities Engineer  
 Communications Division  
 North Carolina Public Utilities Commission

*p-1121, Sub 0*

**FILED**

JUN 26 2002

Clerk's Office  
 N.C. Utilities Commission

*Clerk  
 PCB  
 Steel  
 Wigfall  
 1 Legal  
 1 Acctg.  
 2 Comm.  
 1 Con.  
 Serv.*

RE: North Carolina Docket No. P-1121, Sub-Application of Supra Telecommunications & Information Systems, Inc. (Supra or Applicant), For a Certificate of Public Convenience and Necessity to provide Local Exchange and Exchange Access Telecommunications Services.

Dear Mr. Britt:

In your letter dated June 14, 2002, you state "We have no knowledge or interest in what may or may not be occurring in Florida, and we are not seeking a commitment from Supra about how it may conduct its business in other states." We must remind you that answer was in response to a North Carolina question regarding whether paragraphs 875 and 876 of FCC Order 96-325<sup>1</sup> presented a federal prohibition against self-provisioning via resale. Our answer was appropriate to the question.

However after over nine months of correspondence on this issue we appear agreed that these questions apply to Supra "insofar as its activities in North Carolina are concerned." My last response on this issue stated "Supra bears no disrespect to the North Carolina Commission regarding our answer. " and "Supra has no intention of operating in violation of North Carolina law in North Carolina. Should the Commission choose to reword its questions based on North Carolina law, or orders of the North Carolina Public Utilities Commission, Supra would respectfully reconsider its answer."

At this time we repeat that request: Please supply a citation to a North Carolina rule, Commission Order, or statute, where the Public Staff has gone on public record documenting "The Public Staff's interpretation of the cited portions of the FCC Order is firm." Lacking such a legal instrument, please supply a transcript or other document where this interpretation has been recorded.

<sup>1</sup> First Report and Order on Local Competition in Docket CC 96-25.

Inc. (Supra or Applicant), For a Certificate of Public Convenience and Necessity to provide Local Exchange and Exchange Access Telecommunications Services.

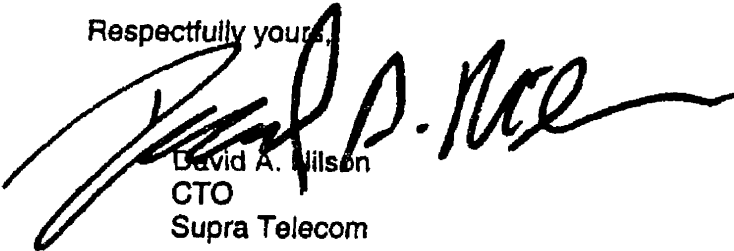
6/21/2002

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Supra has already gone on record as saying our operations in North Carolina will be conducted according to North Carolina law in all regards. We once again repeat our request for a citation documenting that requirement.

We wish to conclude the North Carolina Commission's approval of Supra's application for a Certificate of Public Convenience and Necessity to provide Local Exchange and Exchange Access Telecommunications Services.

Respectfully yours,

A handwritten signature in black ink, appearing to read "David A. Wilson", with a long horizontal flourish extending to the right.

David A. Wilson  
CTO  
Supra Telecom

Encl. (acct.)

---

**SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEM**  
**BALANCE SHEETS**  
 Period Ending 12/31/01

	\$
<b>ASSETS</b>	
Current assets	
Cash and cash equivalents	539,423
Receivable from LECs	7,319,465
Customer Receivables, less allowances for doubtful accounts	4,845,872
Inventories	
Other current assets	160,218
<b>Total current assets</b>	<b>12,864,978</b>
Property, plant and equipment	
Land and buildings	0
Transportation	108,833
Equipment	3,213,756
Leased Equipment	
Office furniture and equipment	249,787
Less: Accumulated depreciation	(658,819)
<b>Property, plant and equipment, net</b>	<b>3,013,557</b>
Other assets	
Deposits	96,106
Leases	114,883
Organization cost	
Accumulated Amortization for Org Cost	
<b>Total Other Assets</b>	<b>210,789</b>
<b>TOTAL ASSETS</b>	<b>16,189,423</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>	
Current Liabilities	
Accounts payable	1,649,992
Payroll Payables	83,078
Payroll Taxes Payable	0
Other Taxes Payable	2,842,520
Customer Deposits	333,078
Notes Payable	3,482,090
Accrued Liabilities	25,005,778
Other current liabilities	202,008
Deferred Revenue	1,403,344
<b>Total current liabilities</b>	<b>34,861,886</b>
Long Term Liabilities	
Loan Payable	1,659,924
Capital Leases	149,882
Accrued Interest	
<b>Total Long Term Liabilities</b>	<b>1,809,807</b>
Shareholders' equity	
Capital stock, par value \$ .10, authorized 10,000,000 shares, 1,800,000 shares issued	100,000
Additional paid-in capital	1,766,840
Retained earnings	(10,583,336)
Net Loss	(11,754,072)
<b>Total shareholders' equity</b>	<b>(20,482,070)</b>
<b>TOTAL LIABILITIES AND S/H's EQUITY</b>	<b>16,189,423</b>

**SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEM****STATEMENTS OF INCOME**  
For the period of 2001

	2,001
	\$
<b>TOTAL REVENUES</b>	<b>31,288,099</b>
<b>COST OF SALES</b>	<b><u>26,255,012</u></b>
<b>GROSS MARGIN</b>	<b>5,033,087</b>
<b>OPERATING EXPENSES</b>	
Advertising	1,866,939
Salaries & Wages	7,169,344
Other Operating	<u>6,777,675</u>
<b>TOTAL OPERATING EXPENSES</b>	<b>15,813,958</b>
<b>EBITDA</b>	<b>(10,780,871)</b>
<b>INTEREST EXPENSE</b>	<b>600,575</b>
<b>DEPRECIATION</b>	<b>372,628</b>
<b>INCOME BEFORE INCOME TAXES</b>	<b>(11,754,072)</b>
Provision (benefit) for income taxes	0
<b>NET INCOME AFTER TAXES(LOSS)</b>	<b><u>(11,754,072)</u></b>