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December 28, 2000

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

Re: Docket No. 001097-TP (Supra Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Supra Telecommunications, and Information Systems, Inc.'s Amended Counterclaim and Motion to Dismiss, 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,

Michael P. Goggin
Michael P. Goggin

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

APP _____
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LEG Fordham
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CERTIFICATE OF SERVICE

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

U. S. Mail this 28th day of December, 2000 to the following:

Lee Fordham
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Brian Chaiken
Supra Telecommunications &
Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, Florida 33133
Tel. No. (305) 443-3710
Fax. No. (305) 443-9516


Michael P. Goggin (M)

In re: Complaint of BellSouth)	
Telecommunications, Inc. against Supra)	Docket No. 001097-TP
Telecommunications and Information)	
Systems, Inc., for Resolution of Billing)	Filed: December 28, 2000
Disputes.)	
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**BELLSOUTH TELECOMMUNICATIONS, INC.'S RESPONSE TO
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.'s
AMENDED COUNTERCLAIM AND MOTION TO DISMISS**

BellSouth Telecommunications, Inc., ("BellSouth") hereby responds to Supra's Amended Answer and Counterclaim (the "Counterclaim") filed on December 8, 2000.¹ BellSouth responds as follows.

Answer to Counterclaim

A. INTRODUCTION

BellSouth denies all of the allegations in Part A of the Counterclaim.

B. BACKGROUND

1. BellSouth, upon information and belief, admits the allegations in Paragraph 1 of Part B of the Counterclaim.
2. BellSouth admits that it is an ILEC under the Telecommunications Act and that its principal place of business in Florida is 150 W. Flagler St., Suite 1910, Miami, Florida 33130. BellSouth denies the remaining allegations in Paragraph 2 of Part B of the Counterclaim.
3. To the extent that Supra intends, in Paragraph 3 of Part B of its Counterclaim, to allege that BellSouth has failed to provide access to any

¹ Supra also filed an earlier counterclaim in this matter, which it apparently intends to replace in its entirety with this amended answer and counterclaim. To the extent Supra

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service, UNE or OSS in a manner consistent with its obligations under the law or its contracts, BellSouth denies the allegation. BellSouth is without knowledge to admit or deny, and therefore denies, the remaining allegations in this Paragraph.

4. BellSouth admits that Supra executed a resale agreement with BellSouth on or about May 19, 1997. The remaining allegations in Paragraph 4 of Part B of the Counterclaim are denied.

5. BellSouth admits the allegations in Paragraph 5 of Part B of the Counterclaim.

6. BellSouth admits that it entered into a collocation agreement with Supra on or about July 24, 1997. That agreement speaks for itself.

7. BellSouth admits that the AT&T agreement to which Supra refers in Paragraph 7 of Part B of the Complaint includes provisions related to resale, collocation and interconnection. That agreement speaks for itself. BellSouth denies the remaining allegations in this Paragraph 7.

8. BellSouth admits that it entered into an agreement with Supra to cover interconnection and unbundling on October 23, 1997, and that an incorrect version of the parties' October 23, 1997 agreement was inadvertently executed and filed with the Commission. BellSouth admits further that a correct version of the parties' October 23, 1997 agreement was filed with the Commission on September 23, 1999 and approved by the Commission pursuant to Order No. PSC-99-2336-FOF-TP. BellSouth denies the remaining allegations in Paragraph 8 of Part B of the Counterclaim.

does not intend to replace its earlier filing in its entirety, and that there are any allegations made in Supra's prior filing that are not included in this one, they are denied.

9. The agreement to which Supra refers in Paragraph 9 of Part B of its Counterclaim speaks for itself. BellSouth admits that Mr. Ramos executed an incorrect version of the parties' agreement. BellSouth denies the remaining allegations in this Paragraph 9.

10. The agreements and court decisions to which Supra refers in Paragraph 10 of Part B of the Counterclaim speak for themselves. The remaining allegations in this Paragraph 10 are denied.

11. The document filed with the Commission on November 24, 1997, to which Supra refers in Paragraph 11 of Part B of the Counterclaim speaks for itself. The remaining allegations in this Paragraph 11 are denied.

12. The Commission's Order, to which Supra refers in Paragraph 12 of Part B of the Counterclaim speaks for itself. BellSouth is without knowledge of Supra's subjective knowledge of the contents of the agreement that it signed at that time and is unwilling to speculate about what Supra might have done differently had its subjective knowledge been otherwise. BellSouth denies all of the remaining allegations in this Paragraph 12.

13. The documents filed with the Commission and its Orders speak for themselves. BellSouth denies the remaining allegations in Paragraph 13 of Part B of the Counterclaim.

14. The Commission's Order, to which Supra refers in Paragraph 14 of Part B of its Counterclaim, as well as the parties' agreement, speak for themselves. BellSouth admits that Supra filed a lawsuit against BellSouth in federal court in Miami. Those pleadings, and BellSouth's pleadings in the same

matter, speak for themselves. To the extent that there are any remaining allegations in this Paragraph 14, they are denied.

15. BellSouth admits that it entered into an agreement with Supra on or about October 5, 1999. That agreement speaks for itself. The remaining allegations in Paragraph 15 of Part B of the Counterclaim are denied.

16. The terms of the parties agreements referred to in Paragraph 16 of the second Part B of the Counterclaim speak for themselves. Supra's proffered interpretation of them, and its legal opinions, while clearly incorrect, require no response. To the extent that there are any factual allegations in this Paragraph 16 to which a response is required, they are denied.

17. The terms of the Code of Federal Regulations, to which Supra refers in Paragraph 17 of Part C of the Counterclaim speak for themselves. Any intended factual allegations are denied.

18. To the extent that Supra's statements in Paragraph 18 of Part C of the Counterclaim amount to legal conclusions, no response is required. To the extent that there are any factual allegations in this Paragraph 18, they are denied.

19. BellSouth denies the allegations in Paragraph 19 of Part C of the Counterclaim.

20. To the extent that Supra's statements in Paragraph 20 of Part C of the Counterclaim amount to legal conclusions, no response is required. To the extent that there are any factual allegations in this Paragraph 20, they are denied.

21. BellSouth denies the allegations in Paragraph 21 of Part C of the Counterclaim.

22. To the extent that a response is required to anything alleged in Part D of the Counterclaim, or anything in the ad damnum clauses, all allegations are denied. In addition, anything not expressly admitted herein is generally denied.

Motion to Dismiss

1. To the extent that Supra's Counterclaim includes allegations that concern any services ordered or provided after October 5, 1999, they should be dismissed for the reasons stated in the Commission's November 28, 2000 Order in this docket.

2. To the extent that Supra's counterclaim is based upon allegations of fraudulent conduct surrounding the execution or filing of the parties October 23, 1997 agreement, it should be dismissed on the basis of res judicata. See Order No. PSC-99-1092-FOF-TP.

Motion to Strike


1. To the extent that Supra's counterclaim is not based upon the allegations of fraudulent conduct surrounding the execution or filing of the parties October 23, 1997 agreement, those allegations should be stricken pursuant to the Commission's Rules and the Florida Rules of Civil Procedure.

Conclusion

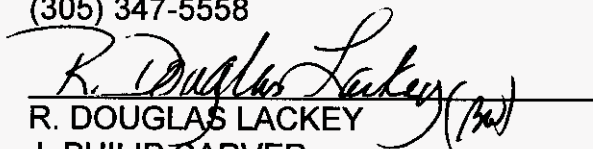
For the foregoing reasons, the relief Supra requests in its Counterclaim should be denied, and BellSouth's Motions should be granted.

Respectfully submitted this 28th day of December, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.



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