

Matilda Sanders

From: Slaughter, Brenda [Brenda.Slaughter@BELLSOUTH.COM]
Sent: Monday, June 21, 2004 11:58 AM
To: Filings@psc.state.fl.us
Cc: Nancy Sims; Fatool, Vicki; Bixler, Micheale; Holland, Robyn P.; Meza, James; Nancy White; Peters, Evelyn
Subject: Docket 040488-TP
Importance: High

- A. Brenda Slaughter
 Legal Secretary for James Meza III
 BellSouth Telecommunications, Inc.
 c/o Nancy Sims
 150 South Monroe, Rm. 400
 Tallahassee, Florida 32301-1558
 (404) 335-0714
 brenda.slaughter@bellsouth.com
- B. Docket No. 040488-TP: Complaint of BellSouth Telecommunications, Inc. Against IDS
 Telcom, LLC
 to Enforce Interconnection Agreement Deposit Requirements
- C. BellSouth Telecommunications, Inc.
 on behalf of James Meza III
- D. 6 pages total
- E. BellSouth Telecommunications, Inc.'s Answer to IDS Telcom LLC
 Counterclaim

Brenda Slaughter (on behalf of James Meza III)
 BellSouth Telecommunications, Inc.
 Suite 4300 - Legal Department
 675 W. Peachtree Street
 Atlanta, GA 30375-0001
 Phone: (404) 335-0714

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<<040488-TP BellSouth Answer to Counterclaim.pdf>>

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6/21/2004

JAMES MEZA III
Attorney
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150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0769

June 21, 2004

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


**Re: 040488-TP – Complaint of BellSouth Telecommunications, Inc.,
Against IDS Telcom LLC to Enforce Interconnection Agreement
Deposit Requirements**

Dear Ms. Bayó:

Enclosed is BellSouth Telecommunications, Inc.'s Answer to IDS Telcom LLC's Counterclaim. We ask that you file this document in the captioned docket.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


James Meza III (B/S)

Enclosures

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

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**CERTIFICATE OF SERVICE
DOCKET NO. 040488-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Facsimile this 21st day of June, 2004 to the following:

Patty Christensen
Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6191
Fax. No. (850) 413-6221
pchrste@psc.state.fl.us

Norman H. Horton, Jr.
Meser, Caparello & Self, P.A.
215 South Monroe Street, Suite 701
P.O. Box 1876
Tallahassee, FL 32302-1876
Tel. No. (850) 222-0720
Fax No. (850) 224-4359
nhorton@lawfla.com
Represents IDS


James Meza III
(BLS)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint of BellSouth Telecommunications, Inc.) Docket No.: 040488-TP
 Against IDS Telcom, LLC to Enforce Interconnection)
 Agreement Deposit Requirements)
 _____) Filed: June 21, 2004

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
ANSWER TO IDS'S COUNTERCLAIM**

BellSouth Telecommunications, Inc. ("BellSouth") submits this Answer to the Counterclaim filed by IDS Telcom, LLC ("IDS"):

1. BellSouth admits that the Florida Public Service Commission ("Commission") has jurisdiction to resolve disputes under the Interconnection Agreement. BellSouth denies the remaining allegations contained in paragraph 1 of the Counterclaim.

2. BellSouth denies the allegations contained in paragraph 2 of the Counterclaim.

3. BellSouth admits that the parties' Interconnection Agreement contains Section 13 of the General Terms and Conditions and that IDS has quoted a portion of that section of the Interconnection Agreement in paragraph 3 of the Counterclaim. Section 13 of the General Terms and Conditions of the Interconnection Agreement speaks for itself and is the best evidence of its terms and conditions. It should be noted, however, that the quoted language refers to the adoption of any "interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC Section 252." IDS's request to adopt deposit language from the Supra Telecommunications and Information Systems, Inc.'s ("Supra") agreement, language that does not exist, does not amount to "interconnection, service, or network

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element” and thus is not available for adoption pursuant to Section 252(i) of the Telecommunications Act of 1996 (the “Act”). Further, BellSouth denies that IDS can use Section 252(i) to circumvent the deposit obligations agreed to by the parties in the Interconnection Agreement.

4. BellSouth admits that on December 31, 2003, Angel Leiro of IDS requested via e-mail that IDS “adopt . . . deposit requirement provisions; [sic] between BellSouth and Supra Telecommunications & Information Systems, Inc. . . .” BellSouth denies the remaining allegations contained in paragraph 4 of the Counterclaim.

5. BellSouth denies the allegations of paragraph 5 of the Counterclaim, except to admit that, on February 11, 2004, Martha Romano of BellSouth responded to IDS’s December 31, 2003 request. This response speaks for itself and is the best evidence of its terms and conditions.

6. BellSouth admits that Angel Leiro of IDS submitted a letter to BellSouth dated February 16, 2004. This letter speaks for itself and is the best evidence of its terms and conditions. BellSouth denies the remaining allegations contained in paragraph 6 of the Counterclaim.

7. BellSouth denies the allegations in Paragraph 7 of the Counterclaim, except to admit that on March 11, 2004, BellSouth responded to IDS’s letter of February 16, 2004. This letter speaks for itself and is the best evidence of its terms and conditions.

8. BellSouth denies the allegations of Paragraph 8 of the Counterclaim, except to admit that IDS submitted an e-mail to BellSouth on or about April 22, 2004. IDS’s e-mail speaks for itself and is the best evidence of its terms and conditions.

9. BellSouth denies the allegations of Paragraph 9 of the Counterclaim, except to admit that on or about May 10, 2004, BellSouth responded via e-mail to IDS's April 22, 2004 e-mail. BellSouth's response speaks for itself and is the best evidence of its terms and conditions.

10. BellSouth denies the allegations of Paragraph 10 of the Counterclaim.

11. BellSouth denies the allegations of Paragraph 11 of the Counterclaim.

12. BellSouth denies that IDS is entitled to any of the relief sought in Paragraph 12 of the Counterclaim.

13. BellSouth denies that IDS is entitled to any of the relief requested in the WHEREFORE clause.

14. Any allegation not expressly admitted herein, is denied.

AFFIRMATIVE DEFENSES

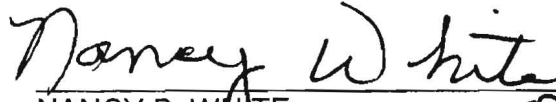
1. IDS's Counterclaim fails to state a cause of action upon which relief can be granted.

2. IDS's Counterclaim is barred by the fact that IDS has violated the current Interconnection Agreement by failing to comply with the applicable deposit obligations contained therein, all as set forth in BellSouth's Complaint.

3. IDS's Counterclaim is barred because IDS has breached the covenant of good faith and fair dealing in respect to its blatant attempt to avoid its deposit requirements by abusing Section 252(i) of the Act.

Respectfully submitted this 21st day of June, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.


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