

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of IDS Long Distance, Inc.)
N/K/A IDS Telecom, L.L.C., Against)
BellSouth Telecommunications, Inc., and)
Request for Emergency Relief.)
_____)

DOCKET NO. 010740-TP

FILED: JULY 23, 2001

DIRECT TESTIMONY
OF
BRADFORD HAMILTON
ON BEHALF OF
IDS TELCOM, L.L.C.

1 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

2 DOCKET NO. 010740-TP

3 DIRECT TESTIMONY OF BRADFORD HAMILTON

4

5 Q: Please state your name and business address.

6 A: My name is Bradford Hamilton. My business address is 1525 NW 167th
7 Street, Suite 200, Miami, Florida 33169.

8 Q: For whom are you employed and in what position?

9 A: I am employed by IDS Telcom, LLC. My title is Product Manager.

10 Q: Please describe your duties at IDS.

11 A: My responsibility as the Product Manager is to monitor tariff activity of the
12 Incumbent Local Exchange Carriers (ILECs) and manage the products and
13 services IDS provides under said tariffs through the arrangements with those
14 ILECs to make certain that IDS' products and service are competitive in the
15 markets we serve.

16

17 QUALIFICATIONS AND EXPERIENCE

18 Q: Please summarize your educational history and work experience.

19 A: My resume is attached to this testimony and incorporated by reference herein
20 and identified as Exhibit BH-1.

21 Q: Have you previously testified before regulatory authorities or courts?

22 A: Yes. I have previously testified before the Florida Public Service
23 Commission.

1 PURPOSE AND SUMMARY OF TESTIMONY

2 Q: What is the purpose of your testimony?

3 A: The purpose of my testimony is to address Issue Three in this proceeding:
4 “Has BellSouth engaged in anticompetitive activities against IDS in violation
5 of the Telecommunications Act of 1996?”

6 Q: Please summarize your testimony.

7 A: In regard to Issue Three of this proceeding, my testimony will discuss
8 BellSouth’s anticompetitive activities in relation to its Full Circle Tariff and
9 other similar programs that BellSouth has used against IDS and other CLECs.
10 I will discuss BellSouth’s Full Circle Tariff offering and its effect on IDS. I will
11 also discuss the anticompetitive effects of such promotions and BellSouth’s
12 anticompetitive actions when converting customers to IDS in the UNE-P
13 mode given the nature of the Interconnection Agreement between BellSouth
14 and IDS.

15 Q: What is the Full Circle Program?

16 A: The Full Circle Program as it was initially named and noticed in August 25,
17 2000, offered former BellSouth business customers who left BellSouth
18 beginning October 1, 1998, a monthly discount. (See Exhibit BH-2.) In
19 addition to the monthly discount, the Full Circle Program offered those
20 customers a waiver of line connection charges on 1FB, trunks and line
21 equivalents on the service order re-establishing service with BellSouth. In the
22 initial Full Circle Program, the business customer had to agree to enter into
23 an agreement for 18, 24 or 36 months. This Program became effective on

1 October 9, 2000, and was to run through April 6, 2001. This Program
2 included the participation of CLECs.

3 Q: Was the Full Circle Program modified after the initial filing?

4 A: Yes. Shortly after the Program was initiated, I contacted IDS' Account
5 Manager with BellSouth, Michael Lepowski, and requested the forms required
6 for IDS to participate or resell the program. Mr. Lepowski did not have a
7 response to this inquiry so he forwarded my request to Cathy Crosswhite,
8 Support Manager at BellSouth. Ms. Crosswhite sent me a response via e-
9 mail dated November 14, 2000, and indicated that the tariff had been
10 withdrawn as of November 9, 2000. Shortly thereafter, BellSouth sent a
11 second notice dated November 30, 2000, informing IDS that it was initiating
12 another promotion called the Full Circle 2001 and that this new promotion
13 would be effective January 15, 2001.

14 Q: What is the difference between the Full Circle Program and Full Circle 2001?

15 A: The Full Circle 2001 targets former BellSouth business customers who
16 changed to another local service provider in the previous two years and who
17 had a monthly BellSouth revenue of \$70 to \$12,500. Customers signing an
18 election agreement of 18, 24 or 36 months would receive a 10%, 15% or 20%
19 discount, respectively. In addition, BellSouth waived line connection charges
20 on the initial service order establishing that service.

21 Q: Were CLECs able to participate in the Full Circle 2001 Program?

22 A: Despite the verbiage in the tariff stating that CLECs must contact their
23 account manager for more information concerning the promotion, there is no

1 viable way that IDS or other CLECs can participate in a Program that is
2 targeted at customers who have left BellSouth for the competition. The
3 purpose of the Program is to win the customer back to BellSouth. Therefore,
4 I do not believe that IDS or any CLEC can participate in this Program
5 notwithstanding the language in the notice. To this day I have not received
6 an explanation as to how IDS can participate in any of these win- back
7 promotions.

8 Q: When BellSouth filed the initial Full Circle Tariff, did BellSouth simultaneously
9 raise its business line rates to its existing business customers?

10 A: Yes. Simultaneously with the filing of the Full Circle Tariff, BellSouth filed an
11 additional tariff increasing their business line rates in Florida.

12 Q: What do you believe was the purpose of increasing business line rates at that
13 time?

14 A: By simultaneously raising business line rates for its existing customers,
15 BellSouth effectively subsidized the discounts being provided under the Full
16 Circle Tariff.

17 Q: Are there any penalties for a customer who chooses to terminate the Full
18 Circle 2001 contract before it expires?

19 A: Yes. If a customer chooses to terminate a Full Circle 2001 contract before it
20 expires for any reason, for example to switch services to IDS or another local
21 exchange carrier, the subscriber forfeits the savings for the entire term and is
22 billed by BellSouth for the discounted amount.

1 Q: What effect will BellSouth's imposition of such a penalty for a customer's
2 termination of a Full Circle 2001 contract prior to its expiration have on a
3 customer's decision to switch his services to IDS?

4 A: A subscriber is unlikely to switch his services unless the new carrier is willing
5 and able to somehow make up for that lost savings or "back-billing" by
6 BellSouth under its terms. In some cases that could mean that IDS or
7 another CLEC will have to offer several months of free services to the
8 customer just to make it worthwhile for him to switch. IDS or another CLEC
9 providing such free services would have no assurance that the subscriber
10 would stay with IDS or another CLEC beyond the time frame required to clear
11 the back-billing in order for IDS or another CLEC to begin making money from
12 that subscriber.

13 Q: Does the Full Circle 2001 promotion unfairly target CLEC customers and, in
14 particular, IDS' customers?

15 A: Yes. The Full Circle 2001 promotion specifically targets customers who have
16 switched their services from BellSouth to another local exchange carrier or
17 CLEC and who represent between \$70 to \$12,500 of monthly revenue to
18 BellSouth. Subscribers who have not switched to a CLEC are not eligible for
19 the savings under the Full Circle 2001 Program. The range of revenue further
20 establishes the unfairness and anticompetitiveness of the tariff against
21 CLECs. This is the CLEC target market.

22 Additionally, a subscriber has the ability to select a discount equal to
23 that which IDS had been offering through its promotions under its UNE-P

1 program prior to the filing of the Full Circle 2001 promotion. This is no
2 coincidence and is further proof positive that BellSouth intended to target IDS'
3 customers notwithstanding the tariff's effect on other CLECs. Even under
4 BellSouth's other promotion called the "Key Customer Program," BellSouth
5 offers similar discounts to the customer up to the same 20% offered by IDS
6 and incorporates the same penalties for canceling the contract.

7 Q: What effect, if any, did the Full Circle 2001 promotion have on IDS' ability to
8 compete with BellSouth?

9 A: IDS began to lose customers at an accelerated rate. Most of the customers
10 that were polled by IDS' Customer Relationship Management Team (CRM)
11 concerning their decision to switch back to BellSouth stated that, although
12 they would rather avoid a lengthy contract, the discount was the same and
13 BellSouth could, in most cases, provide services in a much faster and more
14 accurate way than IDS. Since the savings were, based on the
15 representations made by BellSouth, "the same," the choice to switch back
16 was made. A consumer is more likely to go with the Incumbent Local
17 Exchange Company if the incentive, in this case the discount, is equal to or
18 similar to that which is offered by the CLEC.

19 Q: Please explain what you mean by "based on the representations made by
20 BellSouth."

21 A: It is important to understand what happened prior to BellSouth offering the
22 Full Circle 2001 promotion. During the promotion, and continuously through
23 today, IDS' customers experience various kinds of service outages or feature

1 disruptions such as disconnection during conversions, voicemail tear-downs,
2 dropped features such as hunting/rollover, etc. When a customer
3 experiences a disruption of service during the conversion from BellSouth, the
4 first instinct is to contact BellSouth Repair. The BellSouth Repair department,
5 instead of referring the customer to IDS immediately (which we now know is
6 useless anyway) sees that there is a "Pending Service Order" ("PSO") to
7 convert the customer to IDS and, as such, cannot place a trouble ticket to
8 restore service. The BellSouth Repair Department then refers the customer
9 to BellSouth's Retail Business Office in order to inquire about the problem.
10 Because the disruption generally interrupts a customer's ability to conduct his
11 business, this disruption equates with loss of business revenue. When the
12 customer contacts BellSouth's Retail Business Office, he is again told nothing
13 can be done to restore the services because there is a PSO to convert the
14 services to IDS and in many instances the customer is told that IDS' order
15 has caused the disruption. (In all instances, IDS markets its services by
16 telling potential customers that there will be a seamless transition with no loss
17 of whatsoever upon conversion to IDS from BellSouth.)
18 What BellSouth does not say is what actually causes the problem--that
19 BellSouth itself caused the service outage.

20 BellSouth's service representatives take advantage of an otherwise
21 vulnerable customer and informs him that if he cancels his order to convert
22 his services to IDS and stays with BellSouth, he can have his service restored
23 within a few minutes to a couple of hours. By contrast, until BellSouth clears

1 the PSO and completes the conversion to IDS, IDS literally cannot place a
2 trouble ticket (just as BellSouth's own Repair Department cannot) to work
3 orders to repair the disruption that is generally caused by BellSouth to begin
4 with. The choice becomes clear in the mind of the consumer. The customer
5 becomes desperate to get his service back up and, under duress, he is
6 mislead by BellSouth into thinking that the only way to restore his telephone
7 service is to cancel the switch order to IDS.

8 BellSouth then faxes the customer a Letter of Authorization ("LOA")
9 that includes a clause which allows BellSouth to cancel any pending service
10 orders placed by a CLEC on the account. Along with the LOA, BellSouth
11 sends the Full Circle Program promotion agreement leaving the customer
12 with the impression that he must sign both documents to have his services
13 restored instead of simply restoring the services back to the way the customer
14 had just prior to his attempt to convert his services to IDS, which of course
15 was never completed.

16 BellSouth uses the opportunity provided by the disruption in service
17 BellSouth causes to lock the customer into a long-term agreement--effectively
18 removing that customer from the competitive market place. Any attempt by
19 IDS or a CLEC to win-back any customer that has experienced this scenario
20 is futile because the customer could not break the BellSouth Full Circle
21 Program contract without penalty. Essentially, a customer who dares to
22 switch services to IDS or another CLEC only to have disruptions of service
23 caused by BellSouth, is penalized by having to switch back to BellSouth

1 under a long-term contract. IDS' terms are monthly. The customer is misled
2 into thinking he is getting the same discount as IDS was offering, but is not
3 informed that the standard rates have been raised by BellSouth, therefore
4 providing the customer less of a discount than he would have had under his
5 previous rates with BellSouth, which in most cases was only a few days or
6 weeks prior to signing with IDS.

7 Q: What is the result of BellSouth not informing the customer of the BellSouth
8 rate increase prior to canceling the order to switch a customer's service to
9 IDS?

10 A: Without knowing the facts up front, a customer is not in a position to make a
11 fair comparison of IDS' rates and BellSouth's rates. Furthermore, IDS did not
12 raise its rates in response to BellSouth's increase. Therefore, IDS provides
13 an approximate 38% discount compared with BellSouth's offer of 20% off the
14 newly-increased BellSouth rates. This is a Win-Win scenario for BellSouth
15 and a Lose-Lose scenario for IDS and the consuming public in general.

16 In most cases, BellSouth gets the customer it lost back at 20% off of the
17 higher rate (new rates) while simultaneously increasing revenue from its
18 existing customers. The customer loses because he does not get the savings
19 he was led to believe he would, and he is stuck with a term agreement in a
20 market that more likely than not will experience lower prices as a result of
21 competition before the end of the customer's contract.

22 Q: Has BellSouth explained what was causing the service outages?

1 A: Yes. I just returned from the BellSouth-sponsored CLEC Inforum and during
2 the UNE-P user group meeting, BellSouth explained that the problem we
3 were experiencing with the service outages during the conversion of CLEC
4 customers was caused by "**human error**". It was explained that the LCSC
5 staff was failing to include the Field Identifier ("FID") "RRSO" which means to
6 "re-use the existing facilities." BellSouth further explained that they had made
7 repeated attempts to train the LCSC staff to make sure and include the RRSO
8 in every CLEC conversion order. Despite this assertion, BellSouth said they
9 continued to experience service outages. Consequently, after a year of
10 CLECs and, in particular, IDS reporting service outages, BellSouth stated
11 they just added an edit to the provisioning system that prompts the user to
12 enter the RRSO. As a caveat, BellSouth warned us that this may not solve all
13 service outage problems. BellSouth suggested that it was incumbent upon
14 the CLEC to report the service outages (which IDS does consistently) in order
15 for BellSouth to properly investigate the cause and attempt a solution.

16 Q: What has been the experience of customers who switch to IDS or a CLEC
17 when there has been a disruption during conversion?

18 A: BellSouth intentionally creates as negative an experience as possible during
19 the conversion process by resetting the voicemail, dropping features, sending
20 yellow pages bills to IDS in error, and a menu of other disruptions while
21 blaming IDS for the service disruption. The customer feels the only way to fix
22 the problems is to switch back to BellSouth. This effectively hinders
23 customers from ever considering a switch of their local provider in the future.

1 In fact, on several occasions, customers have told me that they would never
2 consider switching from BellSouth again because of the negative experience
3 they had. This is an impossible obstacle to overcome even when IDS
4 explains and proves to the customer that BellSouth caused the disruption. In
5 some instances BellSouth Service Representatives have personally told the
6 customer that BellSouth caused the service disruption; however, that is of
7 little consequence and the end result is the same. The customer cancels the
8 order and stays with BellSouth.

9 Q: Can you give any other examples of anticompetitive actions by BellSouth that
10 you believe are having a negative effect on IDS?

11 A: Yes. On numerous occasions BellSouth dispatches technicians (Truck Roll)
12 to the customer's premises (during conversion orders where no technician is
13 necessary) and in most cases, the technician is questioned by the customer
14 as to why they are there. The technician explains to the customer that they
15 have an order from IDS to "disconnect their phones." This is false. The truck
16 roll is due to errors on the orders caused by BellSouth's systems. This type
17 of blatant and irresponsible action by BellSouth causes the customer to
18 request that the IDS order be cancelled and they send the technician away.
19 The order then never completes and IDS receives notification that the
20 customer cancelled the order simply because he believed he had been misled
21 by IDS because the customer had been told during the sale that he would
22 stay on the same facilities-based network. The fact that a technician appears

1 at the customer's premises gives the impression that the customer is
2 somehow being switched to another physical network. This is equally false.

3 Q: What other actions by BellSouth do you consider are anticompetitive or lack
4 parity with IDS when converting or servicing IDS customers?

5 A: BellSouth will not allow IDS to convert an account with ADSL even if the
6 ADSL provider is not BellSouth and despite BellSouth's assertion to the
7 contrary. For example, a customer that does not have ADSL before the
8 conversion to IDS who now wishes to have ADSL, even though ADSL is
9 offered in the customer's area and the customer is eligible, is informed by
10 BellSouth that because his local service is with IDS, he cannot get ADSL.

11 Another example is when a customer has ADSL prior to the conversion
12 to IDS, BellSouth will reject the order and explain that ADSL is not a "re-
13 sellable" service. BellSouth states that these conversions should complete
14 "as is" and that there is no need for contact with BellSouth's ADSL group.
15 Despite this representation, BellSouth continues to disconnect customers'
16 ADSL services without notice and inform the customers upon inquiry that the
17 ADSL disruption is due to having converted to a CLEC. The only explanation
18 for these constant errors by BellSouth has been that orders falling out to
19 manual handling increases the likelihood of errors.

20 Q: Is IDS prevented from converting customers who have PBX with Direct
21 Inward Dialing (DID) under the UNE-P arrangement?

22 A: Yes. IDS can convert accounts with PBX, but not accounts that have PBX
23 and DID. To this day there has been no explanation as to why BellSouth has

1 not created a UNE-P USOC for the PBX-DID even though DID is compatible
2 with UNE-P.

3 Q: What effect does IDS' inability to convert customers that have PBX and DID
4 have on IDS?

5 A: Twenty percent of IDS' accounts have DID. Because IDS cannot put those
6 customers on UNE-P, IDS must put the customer on resale. This has a
7 considerable negative impact on IDS' profit margin.

8 Q: Does IDS experience problems with conversions that have Watch Alert?

9 A: Watch Alert is a service on a regular phone line that has been conditioned for
10 alarm monitoring. When IDS converts lines with Watch Alert to UNE-P, the
11 watch alert stops functioning. As a result, IDS places those lines on Resale
12 which, as explained above, has a negative impact on IDS' profit margin.
13 BellSouth's systems are supposedly designed to clarify UNE-P orders with
14 Watch Alert so that IDS may change the order from UNE-P to Resale for that
15 line only. However, because these types of orders fall out to manual
16 handling, the possibility of BellSouth not clarifying the order is greatly
17 increased. We had one customer claim that as a result of not having the
18 Watch Alert feature after the conversion, he was robbed of over \$100,000 in
19 stock.

20 Q: Would the above-described disruptions have an effect on the public safety
21 and well being?

22 A: Yes. There are obvious safety issues to be concerned with regarding these
23 disruptions. In cases where the disruptions affect a school, a clinic, a

1 hospital, a church, a bank, a crisis center, or a managed care facility to name
2 a few, the possibility of loss of life, property or injury is greatly increased.

3 This is in addition to the economic effects on a customer's business.

4 Q: Are you sponsoring any exhibits to your testimony?

5 A: Yes, I am sponsoring the following exhibits:

6 1. BH-1 – Resume;

7 2. BH-2 – Full Circle Program Tariff.

8 Q: Does this conclude your testimony?

9 A: Yes.

Bradford Hamilton

3475 N. Country Club Drive
Apartment 804
Aventura, FL 33180
305-792-2209

Objective: Telecommunications District Product Manager

Skills:

- Advanced telecommunications knowledge and firm grasp of industry.
- Computer literate
- 22 years experience in the telecommunications field
- Strong interpersonal skills
- Excellent customer interaction /problem solving skills
- Spanish and Portuguese language skills

Experience:

IDS Telcom, Inc. Miami, FL

Sept 1999 to Present

Product Manager – Local Services.

Lead in the development and implementation of systems and processes to support product marketing, new product enhancements and service initiatives; serve as the marketing liaison to customer services and sales operations to ensure that requirements are understood, impacts are assessed, and development schedules are committed; manage initiatives throughout the development lifecycle and testing phases; and assist with one-time conversion and other special projects

Provisioning Manager.

Responsible for managing team of local, long distance, dedicated telecommunications provisioning staff. Implemented several job aids to expedite orders. Improved clarifications from 40% to 10%.

Supra Telecom, Inc. Miami, FL

July 1997 to Sept 1999

Local Product Manager.

Responsible for researching local telephone services and making recommendations for developing local services targeted to business customers.

Customer Service Manager.

Responsible for managing inbound customer care center and provisioning department. Developed methods and procedures for satisfying customer requests. Reduced clarifications from 40% to 10%.

AT&T, Miami, FL

May 1978 to May 1997

Business Account Executive.

Responsible for selling AT&T products and services to small and medium size businesses.

Telecommunications Consultant.

Responsible for instructing AT&T customers in the use and functionality of AT&T products and services.

Service Representative.

Responsible for provisioning service requests for AT&T products and services.

Education:

Nova Southeastern University

Masters Degree in Alternative Dispute Resolution. Pending completion (2 courses to complete degree)

Nova Southeastern University

Bachelor of Science Degree in Psychology. Graduated May 1992.

BELLSOUTH FULL CIRCLE PROGRAM TARIFF

TARIFF DISTRIBUTION

FILE CODE: 680.3400 FILE PACKAGE NO.: FL2000-200

DATE: January 15, 2001

STATE: FLORIDA

EFFECTIVE DATE: 01/15/2001

TYPE OF DISTRIBUTION: Approved

PURPOSE: This Program filing will be available to previous BellSouth business customers who have gone to another local service provider in the previous 2 years beginning January 2001. The Program will provide a 10, 15, or 20% monthly percentage discount on their monthly bill for services from the A and B tariffs depending upon the customer's election agreement. Customers must sign an 18, 24, or 36-month election agreement to participate in the program to receive the reward as specified. This promotion will be offered on an outbound and inbound basis from January 15, 2001 through July 13, 2001. Monthly BST revenue per customer must be between \$70- \$12,500. In addition, customers who participate and return to BellSouth for local exchange services, will receive a waiver of all line connection charges associated with the service order. This will include the Line Connection charge (first and additional line). (1FBs, trunks & line equivalents.)

Customers with analog private line service, Cellular Interconnection Service or Contract Service Arrangements (Volume and Term or Product Specific) may not participate in this program.

<u>TARIFF SECTION</u>	<u>PAGE NUMBER</u>	<u>PAGE REVISION</u>
A002	34.0.2	10
A002	35.1	11
B002	70	02

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: December 21, 2000
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

Tenth Revised Page 34.0.2
 Cancels Ninth Revised Page 34.0.2

EFFECTIVE: January 15, 2001

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion (DELETED)	Service	Charges Waived	Period	Authority
BellSouth's Service Territory ¹	2000 Key Customer Program -for business customers served from wire centers in competitive situations	-Eligible monthly revenue is discounted at percentages listed below based on monthly total billed revenue (TBR) and applied as a credit each month on the customer's bill: Monthly TBR - 12 months \$4,500 - \$6,000 8% \$3,000 - \$4,499.99 7% \$1,500 - \$2,999.99 6% \$150 - \$1,499.99 5% Monthly TBR - 24 months \$4,500 - \$6,000 12% \$3,000 - \$4,499.99 11% \$1,500 - \$2,999.99 10% \$150 - \$1,499.99 9% Monthly TBR - 36 months \$4,500 - \$6,000 16% \$3,000 - \$4,499.99 15% \$1,500 - \$2,999.99 14% \$150 - \$1,499.99 13% -An additional reward of 6% will be given on MegaLink [®] service and ISDN PRI service -Line Connection Charges will be waived during the promotion sign-up period.	06/26/00 to 06/25/01	(D)
BellSouth's Service Territory ¹ -From Central Offices where BellSouth [®] Centrex service is available.	BellSouth [®] Centrex service	-Nonrecurring charges for new customers selecting 24 or 36 months contract. -Nonrecurring and one month's recurring charges for new customers selecting 48 months or greater contract. -Three (3) months' recurring charges for Common Equipment for ESSX [®] and Digital ESSX [®] converting to BellSouth [®] Centrex for contracts of a minimum of 36 months.	01/16/01 to 03/31/01	(N)

(DELETED)

Note 1: Customer may elect to participate only once during each promotion.

¹ Registered Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: December 21, 2000
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

Eleventh Revised Page 35.1
 Cancels Tenth Revised Page 35.1
 EFFECTIVE: January 15, 2001

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period	Authority
BellSouth's Service Territory -From Central Offices where business services are available.	Full Circle Program will include services from the "A" and "B" tariffs excluding Analog Private Line service	Former BellSouth business customers who have changed to another local service provider in the previous two years, beginning January 1, 2001, with monthly BST revenue of \$70 to \$12,500 and return to BellSouth are eligible. Customers signing an election agreement of 18, 24 or 36 months will receive a 10%, 15% or 20% discount, respectively. Eligible revenue consists of recurring, nonrecurring and usage charges excluding: <ul style="list-style-type: none"> • Nonregulated charges • Taxes • Late Payment Charges • Charges billed pursuant to Federal or State Access Service Programs • Charges collected on behalf of municipalities (including, but not limited to, surcharges for 911 service and dual party relay service) • Charges for services provided by other companies -Contract Service Arrangements (Product Level or Volume and Term) are not eligible for this program. -Line Connection Charges will be waived on the initial service order establishing that service.	01/15/01 to 07/13/01	(N)
BellSouth's Service Territory -From Central Offices where Complete Choice for Business® packages are available.	Complete Choice for Business®	A coupon that may be redeemed for a check in the amount of the Line Connection charges will be given to business customers when 1-3 lines are added to an existing Complete Choice for Business® package.	01/01/01 to 02/16/01	

* Registered Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: December 21, 2000
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

PRIVATE LINE SERVICES TARIFF

Second Revised Page 70
 Cancels First Revised Page 70
 EFFECTIVE: January 15, 2001

B2. REGULATIONS

B2.7 Special Promotions (Cont'd)

B2.7.2 Descriptions (Cont'd)

A. The following promotions are approved by the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period	Authority
(DELETED)				
BellSouth's Service Territory -From Central Offices where business services are available,	Full Circle Program will include services from the "A" and "B" tariffs (excluding Analog Private Line service).	Former BellSouth business customers who have changed to another local service provider in the previous two years, beginning January, 2001, with monthly BST revenue of \$70 to \$12,500 and return to BellSouth are eligible. Customers signing an election agreement of 18, 24, or 36 months will receive a 10%, 15% or 20% discount, respectively. Eligible revenue consists of recurring, non-recurring and usage charges excluding: <ul style="list-style-type: none"> • Non-regulated charges • Taxes • Late Payment charges • Charges billed pursuant to Federal or State Access Service Programs • Charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service) • Charges for services provided by other companies. -Contract Service Arrangements (Product Level or Volume and Term) are not eligible for this Program.	01/15/01 to 07/13/01	(D) (N)