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COMMISSION
CLERK

March 5, 2002

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

Re: **Docket No. 020119-TP**
Petition of Florida Digital Network, Inc. for Expedited Review and
Cancellation of BellSouth Telecommunications, Inc.'s Key Customer
Promotional Tariffs and For an Investigation of BellSouth
Telecommunications, Inc.'s Promotional Pricing and Marketing Practices

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Response to Florida Digital Network, Inc.'s Petition for Expedited Review and Cancellation of BellSouth Telecommunications, Inc.'s Key Customer Promotional Tariffs and For an Investigation of BellSouth Telecommunications, Inc.'s Promotional Pricing and Marketing Practices, which we ask that you file in the caption 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,
Patrick W. Turner
Patrick W. Turner (KA)

- AUS _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- GCL _____
- OPC _____
- MMS _____
- SEC I
- OTH _____

Enclosures

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

RECEIVED & FILED
[Signature]
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**CERTIFICATE OF SERVICE
DOCKET NO. 020119-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and Federal Express this 5th day of March, 2002 to the following:

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

Matthew Feil
Florida Digital Network
390 North Orange Avenue
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to compete. Although BellSouth only has to wait for 15 days [after giving notice to the Commission] for its promotional prices to take effect, that can be a sufficiently wide window for BellSouth's competitors to use regulatory intervention and litigation to prevent BellSouth from competing at all. Without the pressure of competitive responses from BellSouth, competitors will feel far less compelled to compete vigorously, offer more variety of services, or lower their prices.¹

The circumstances surrounding FDN's filing of its Petition confirm that Dr. Taylor's concerns were well founded. In fact, FDN has gone far beyond merely attempting to take advantage of a 15-day filing window to delay BellSouth's ability to implement a program in response to the vibrant competition it faces in Florida.

In this case, FDN sat idly by as the 2002 Key Customer Program (of which it had forty-five days' prior notice) went into effect, and it waited until two weeks after BellSouth began marketing the program and signing customers up for the program to file a Petition asking this Commission to stop this tariffed program that already has gone into effect. Moreover, the basis of FDN's request is nothing more than conclusory allegations of "irreparable harm" that are flatly refuted by publicly-available information. By filing this Petition, FDN is simply attempting to insulate its end-user customers from competition by BellSouth. This is regulatory gamesmanship at its worst, and the Commission should not allow FDN to use such tactics to deprive Florida customers of one of the intended benefits of the vibrant competition that exists in the local exchange market in Florida – lower prices.

II. RESPONSE TO REQUEST FOR EXPEDITED REVIEW AND REQUEST FOR SUSPENSION, CANCELLATION, OR POSTPONEMENT OF BELL SOUTH TARIFFS

¹ See *In Re: BellSouth "Full Circle: Promotion and Generic Proceeding considering the Promulgation of Telephone Rules Governing Promotions; BellSouth Key Customer Program*, Alabama Public Service Commission Consolidated Dockets 15957, 27989, 28126 Transcript of August 21-21, 2001 Hearings at 730-31.

An ALEC should not be allowed to use conclusory allegations that are flatly refuted by publicly-available information to shut down a competitor's lawfully filed and effective tariffs that offers lower prices to Florida customers. The Commission, therefore, should summarily deny FDN's request for expedited review and its request that the Commission suspend, cancel, or postpone any of BellSouth's tariffs while it considers FDN's Petition.

- A. Although it had at least forty-five days' prior notice of the 2002 Key Customer Program, FDN waited until after the program had been in effect for nearly two weeks to file its Petition.**

The parties' interconnection agreement provides that BellSouth will notify FDN of the introduction of retail promotions at least forty-five days prior to the effective date of such promotions, and BellSouth notifies FDN and all other alternative local exchange companies ("ALECs") of such promotions by way of a web-page to which all ALECs have access. Accordingly, on December 11, 2001, BellSouth posted a Notice on its web page that describes the 2002 Key Customer Program in detail. (See Attachment 1). This Notice states that BellSouth anticipated filing the program tariff with the Commission on January 15, 2002 with an effective date of January 31, 2002, and BellSouth did, in fact, file the program tariff with the Commission on January 15, 2002 with a proposed effective date of January 31, 2002. (See Attachment 2).

After BellSouth filed this program tariff, the Commission Staff contacted BellSouth to discuss certain matters related to the filing. As a result, BellSouth representatives met with members of the Staff on January 17, 2002 and responded to Staff inquiries regarding, among other things, the cost data supporting the discounts set forth in the filing and the termination charge provisions of the filing. Following these

discussions, BellSouth provided the Commission with substituted tariff pages incorporating minor modifications suggested by the Staff.

In the meantime, neither FDN, any other ALEC, nor any other person or entity objected to BellSouth's program tariff filing. Accordingly, on February 7, 2002, the Staff sent BellSouth a letter stating, "[e]nclosed and listed on the attached sheet is your filing made under Commission Authority No. T020035 *that became effective 01/31/2002* and will be incorporated in your file with the Florida Public Service Commission." (See Attachment 3)(emphasis added). BellSouth's 2002 Key Customer Program, therefore, indisputably became effective on January 31, 2002 as FDN stood silently by.

Then, on February 13, 2002 – 64 days after FDN had notice of the 2002 Key Customer Program; 29 days after BellSouth filed the program with the Commission; and 13 days after the program went into effect – FDN filed a Petition requesting "expedited review and cancellation" of the program. Although it had more than two months to review and analyze the program, FDN supports its Petition with nothing more than conclusory allegations that FDN will be "irreparably harmed" if the Commission does not "suspend" or "postpone" the tariff that already has gone into effect. FDN's Petition does not – and cannot – explain why it could not have raised any concerns it may have had with this program before it went into effect and before customers started enjoying the benefits of yet another competitive choice. Additionally, FDN's Petition does not – and cannot – explain why it could not have raised any concerns it may have had with "any like tariffs" before they went into effect and before customers started enjoying the benefits of the competitive choices provided by those tariffs.²

² FDN does not attempt to identify these "like tariffs," but as noted below, its Petition references the tariffed Full Circle program and the tariffed 2001 Key Customer

B. FDN's conclusory allegations of competitive harm are flatly refuted by facts of public record.

FDN's Petition attacks not only the 2002 Key Customer Program, but also BellSouth's promotions in general. Paragraph 7 of the Petition, for instance, alleges that

Over the last year, BellSouth has filed with the Commission various promotional tariffs of temporary duration that offer price reductions to eligible subscribers. The two principle promotional programs BellSouth has tariffed in Florida for business class subscribers are known as the Full Circle program and the Key Customer program.

FDN then goes on to make such apocalyptic allegations as "FDN and other ALECs have suffered and will continue to suffer irreparable competitive harm if BellSouth's promotional tariffs remain in effect," (Petition at ¶18); "FDN has and will continue to lose market share due to BellSouth's promotions,"³ (*Id.* at ¶31); and the "harm [that FDN allegedly has suffered and allegedly continues to suffer from BellSouth's promotions] has been constant, frequent, and continuous in character." (*Id.* at ¶31). If the real-world facts bore any resemblance to these allegations, a dwindling number of ALECs in Florida would be serving a de minimis and steadily declining number of business access lines.

Program. Both of these tariffed programs are similar in many respects to the 2002 Key Customer Program, and BellSouth customers have been receiving the benefits of these tariffed programs for months, and in some cases for years, without a complaint being filed by FDN or any other ALEC. Unless FDN has motives that are not apparent from the face of its Petition, it is a mystery why FDN waited so long to complain about these valid and effective tariffs.

³ BellSouth is unaware of any statute, caselaw, or economic theory by which FDN or any other competitor in the marketplace is guaranteed that once it gains a particular share of any given market, it will not lose any of that share to its competitors.

The real-word facts, however, show that just the opposite is happening. In December 2001, this Commission submitted a report entitled "Competition in Telecommunications Markets in Florida" ("the Report") to the legislature.⁴ This Report states that "Florida has seen *continued increases* in competitive entry in the business and residential sectors" since the Commission's prior report in December 2000. (Report at 20) (emphasis added). In fact, "[a]s of June 30, 2001, 463 ALECs were certificated in Florida, with 108 reporting they were serving 959,586 access lines. By contrast, the 2000 report found 91 companies serving 710,617 access lines." (*Id.*) The Report further notes that "[i]n the 1999 edition of this report, this agency found 80 companies serving a total of 555,172 access lines." (*Id.* at 51-52).

In other words, the number of CLECs providing service in Florida is steadily increasing: it increased by 14% from 1999 to 2000, and it increased by 19% from 2000 to 2001. Similarly, the number of access lines being served by ALECs in Florida is steadily increasing: it increased by 28% from 1999 to 2000, and it increased by 35% from 2000 to 2001. All of these increases occurred while various BellSouth promotions were in effect. These facts of public record flatly refute FDN's allegations that BellSouth's promotions have and will continue to harm competition in Florida.

C. Florida law allows BellSouth to respond to the various offerings of its competitors by, among other things, targeting BellSouth offerings to specific geographic markets and offering volume and term discounts.

⁴ The Commission prepared this Report "to satisfy the statutory requirements of Section 364.386, Florida Statutes," which requires the Commission to provide designated members of the Legislature an annual "report on the status of competition in the telecommunications industry" (See Report at 5; Florida Statutes §364.386).

The Commission's Report notes that among the "inherent advantages enjoyed by ALECs" are the fact that ALECs have "no requirement to serve all customers in an exchange" and the fact that ALECs have "no carrier of last resort responsibilities" (See Report at 53). It is no secret, therefore, that ALECs target business customers – and typically small business customers – located in discreet areas in the state of Florida. As the Commission's Report states, "it is evident that ALECs continue to focus on heavily populated markets with large concentrations of customers," (*id.*, at 52), and "[b]usiness customers continue to see expanded competition, particularly those in densely populated metropolitan areas." (*id.* at 30).⁵

In order to respond to the ALECs' targeted marketing strategies, BellSouth made the 2002 Key Customer Program available in designated wire centers. BellSouth selected the wire centers in which the program is available on the basis of the heightened competitive activity in those wire centers in comparison to the competitive activity in the wire centers in which the program is not available. Contrary to various allegations in the Petition, participation in BellSouth's 2002 Key Customer Program is *not* limited to end users that are being served by ALECs or that are considering purchasing services from an ALEC. Instead, *any* business customer that is served from a designated wire center and that meets the other eligibility requirements may participate in the program.

FDN obviously does not like the fact that the 2002 Key Customer Program is available only to customers that are served from the designated wire centers in which

⁵ The Report also notes that to date, "ALECs serving businesses have captured a greater share of their target market [than ALECs serving residential customers]." (*id.* at 53).

the ALECs are most active. The fact remains, however, that nothing in the price regulation statutes prevents BellSouth from “meeting offerings by *any* competitive provider of the same, or functionally equivalent, nonbasic service *in a specific geographic market* or to a specific customer by deaveraging the price of any nonbasic service, packaging nonbasic services together *or with basic services*, using *volume and term discounts*, and offering individual contracts.” See Florida Statutes §364.051(5)(a)(2)(emphasis added). In light of the fact that ALECs are more active in some wire centers than in others, this statute clearly supports BellSouth’s decision to make the 2002 Key Customer Program available only in the wire centers that are designated in the program.

D. FDN’s conclusory allegations of anticompetitive pricing do not support its request that the Commission thwart competition by shutting down a competitor’s lawfully filed and effective tariffs that offer lower prices to Florida customers.

FDN alleges that the 2002 Key Customer Program results in rates that are “lower than an ALEC reseller’s wholesale cost.” Petition at ¶25. This allegation is utterly without merit because the 2002 Key Customer Program itself is available for resale. Thus, if an ALEC reseller elected to resell the promotion to one of its own end users, that ALEC reseller would pay BellSouth the tariffed rates for the services ordered, less the discounts provided by the 2002 Key Customer Program, less the 16.81% resale discount. An ALEC reseller, therefore, always will pay less under the promotion than a BellSouth end user will pay under the promotion.

Similarly, the retail rates for services under the 2002 Key Customer Program typically are higher than the rates an ALEC would have to pay for the unbundled network elements (“UNEs”) necessary to create the same services. In Miami, for

instance, an ALEC would pay no more than \$20.17 for the UNEs that it would take to provide a business line with virtually any standard features (including hunting) to a small business customer.⁶ By comparison, a BellSouth small business customer in Miami would pay \$22.55⁷ for each business line it purchased pursuant to a 36-month term contract under the 2002 Key Customer Program – such a customer would pay extra for any features it ordered (with the exception of hunting).

This obviously is not a realistic comparison, because a business customer with only a single 1FB line would not satisfy the 2002 Key Customer Program's minimum monthly billing requirement of \$75. A more appropriate comparison would involve the BellSouth Complete Choice[®] for Business Package, which is a tariffed offering that provides business customers with lines as well as any of thirty calling features selected by the customer. (See General Subscriber Service Tariff §A3.45). A small business customer in Miami with a two-line Complete Choice[®] for Business Package would pay at least \$70.50 a month under the 2002 Key Customer Program.⁸ By comparison, an ALEC would pay no more than \$40.34 (2 X \$20.17) for the UNEs that it would take to

⁶ This \$20.17 figure consists of: \$12.94 for a two-wire voice grade loop/port combination (UNE-P); \$3.41 for monthly usage; \$2.26 for features per port; and \$1.56 for Optional Daily Usage File. As such, this figure is inflated by \$1.56 because the information provided in the Optional Daily Usage File is not related to the provision of 1FB service.

⁷ This consists of the tariffed \$30.07 rate for a 1FB in Miami less the maximum 25% discount available under the 2002 Key Customer Promotion.

⁸ The lowest tariffed rate for a two-line Complete Choice[®] for Business Package is \$94.00 per month. (See General Subscriber Service Tariff §A3.45.2). If a customer paying that rate signed a 36-month term election under the 2002 Key Customer Program, the customer would receive a 25% discount off this rate and, therefore, would pay \$70.50 per month for its two-line Complete Choice[®] for Business Package.

provide two business lines with virtually any standard features (including the thirty features available under the Complete Choice[®] for Business Package and more) to a small business customer. In other words, the 2002 Key Customer Program results in a BellSouth retail rate for a two-line Complete Choice[®] for Business Package that is at least \$30 more than what an ALEC would pay for the UNEs necessary to provide an analogous service.

The conclusory allegations strewn throughout FDN's complaint, therefore, simply do not support its claims of anticompetitive pricing, and they clearly do not support FDN's request for the Commission to shut down BellSouth's effective promotional tariffs.

E. FDN's conclusory allegations of cross-subsidies do not support its request that the Commission thwart competition by shutting down a competitor's lawfully filed and effective tariff that offers lower prices to Florida customers.

When the Staff asked questions regarding the pricing of BellSouth's services under the 2002 Key Customer Program, BellSouth provided information to demonstrate that its prices comply with Florida Statute §364.052 and, therefore, do not create cross-subsidies.⁹ FDN's Petition alleges no facts whatsoever to suggest that the information provided by BellSouth and reviewed by the Staff was insufficient to demonstrate BellSouth's compliance with this statute. FDN should not be allowed to shut down BellSouth's effective tariffs without even attempting to allege such facts in its Petition.

⁹ This statute provides, in pertinent part, that "[t]he cost standard for determining cross-subsidization is whether the total revenue from a nonbasic service is less than the total long-run incremental cost of the service. Total long-run incremental cost means service-specific volume and nonvolume-sensitive costs."

F. If FDN wishes to raise anticompetitive concerns regarding promotions, administrative efficiency demands that it do so in Docket No. 011077-TP.

FDN concludes its Petition by alleging that “[i]f the Florida Commission is to say that it promotes competition in this state, it must act immediately and decisively on claims of ILEC anticompetitive behavior, such as that alleged here.” (See Petition at ¶44). This allegation simply rings hollow. Acting on 15 days’ notice (as compared to the 45 days’ notice that FDN had), the Commission Staff reviewed the 2002 Key Customer Program, asked for additional information regarding the promotion, reviewed that additional information, and issued a letter stating that the promotion was in effect. With respect to the 2002 Key Customer Program, therefore, the Commission already has acted much more immediately and decisively than FDN itself has acted.

Additionally, the Commission has convened Docket No. 011077-TP to investigate allegations of anticompetitive behavior by all carriers – including ILECs and ALECs – on an industry-wide basis. If FDN has concerns regarding promotions in general (as Paragraph 42 of its Petition suggests it might), it should raise these concerns in that docket, where all interested parties can be heard and where the industry can rank such issues in importance against the other issues that are being addressed in that docket.

III. ANSWER TO ALLEGATIONS SET FORTH IN THE PETITION

BellSouth respectfully responds to each of the allegations set forth in FDN’s Petition as follows:

1. BellSouth admits that FDN is an ALEC certificated by the Commission. BellSouth admits that FDN purchases certain retail services from BellSouth in the state

of Florida. BellSouth denies the remaining allegations set forth in Paragraph 1 of the Petition.

2. BellSouth admits the allegations set forth in Paragraph 2 of the Petition.

3. BellSouth admits the allegations set forth in Paragraph 3 of the Petition.

4. BellSouth admits the allegations set forth in the first sentence of Paragraph 4 of the Petition. BellSouth further admits that it provides local exchange and other services in the State of Florida; that it is certificated to provide these services in the State of Florida, and that it is a "Bell Operating Company" and an "incumbent local exchange carrier ("ILEC") under the terms of the federal Telecommunications Act of 1996.

5. BellSouth denies the allegations set forth in Paragraph 5 of the Petition.

6. BellSouth admits that it has implemented the rate changes referenced in Exhibit C and Exhibit D to the Petition in Florida during the year 2002, as authorized by Florida Statutes §364.051. BellSouth denies the remainder of the allegations set forth in Paragraph 6 of the Petition.

7. BellSouth admits that in response to the vibrant competition for business customers in the Florida local exchange market, BellSouth has filed various promotional tariffs that offer reduced rates for various business services. BellSouth admits that the Full Circle Program and the 2001 Key Customer Program are two such promotional tariffs, (see BellSouth's General Subscriber Service Tariff A2.10.2.A), and BellSouth states that the terms and conditions of these programs speak for themselves. The enrollment period for the Full Circle Program expired on July 13, 2001, and the enrollment period for the 2001 Key Customer Program expired as of the effective date

of the 2002 Key Customer Program. BellSouth denies the remainder of the allegations set forth in Paragraph 7 of the Petition.

8. BellSouth admits that on or about January 15, 2002, it filed the 2002 Key Customer Program tariff with the Commission and states that the terms and conditions of this program speak for themselves. A copy of the 2002 Key Customer Program tariff filing package is attached hereto as Attachment 2. BellSouth denies the allegations set forth in Paragraph 8 of the Petition to the extent that they are inconsistent with these admissions.

9. BellSouth admits that as a result of discussions between BellSouth representatives and members of the Commission Staff regarding the 2002 Key Customer Program tariff filing package, BellSouth provided the Commission with substituted tariff pages incorporating minor modifications suggested by the Staff. BellSouth denies the allegations set forth in Paragraph 9 of the Petition to the extent that they are inconsistent with these admissions.

10. BellSouth admits that by their own terms, both the 2001 Key Customer Program and the 2002 Key Customer Program are designed to apply to any and all business customers that are served from certain wire centers and that meet the remaining eligibility requirements of the respective programs. BellSouth denies the allegations set forth in Paragraph 10 of the Petition to the extent that they are inconsistent with these admissions.

11. BellSouth denies the allegations set forth in Paragraph 11 of the Petition.

12. BellSouth admits that it has implemented the rate changes referenced in Exhibit C and Exhibit D to the Petition during the year 2002, as authorized by Florida

Statutes §364.051. BellSouth denies the remainder of the allegations set forth in Paragraph 12 of the Petition.

13. BellSouth understands Paragraph 13 of the Petition to address the 2002 Key Customer Program. Pursuant to that understanding, BellSouth admits that if a business customer signs a term agreement under the 2002 Key Customer Program, receives discounts pursuant to that term agreement, and subsequently breaches that term agreement, that business customer is not entitled to keep the benefits it has received under the contract that it has breached. Accordingly, such a business customer is required to return the discounts it has received under the term agreement it has breached. BellSouth further admits that such a business customer must also pay any termination charges that are set forth in any other tariff or agreement that may apply. BellSouth denies the remainder of the allegations set forth in Paragraph 13 of the Petition.

14. BellSouth admits that the Commission has not instituted any formal proceedings to review BellSouth's Full Circle Program, BellSouth's 2001 Key Customer Program, or BellSouth's 2002 Key Customer Program, and BellSouth notes that the institution of such proceedings has been neither required nor necessary. Moreover, BellSouth denies any suggestion that the Commission has not informally reviewed BellSouth's 2002 Key Customer Program. As explained in more detail above, BellSouth representatives met with members of the Staff on January 17, 2002 and responded to Staff inquiries regarding, among other things, the cost data supporting the discounts set forth in the filing and the termination charge provisions of the filing. Following the Staff's review and consideration of BellSouth's responses to these inquiries, the Staff sent

BellSouth a letter dated February 7, 2002, which states that “[e]nclosed and listed on the attached sheet is your filing made under Commission Authority No. T020035 *that became effective 01/31/2002* and will be incorporated in your file with the Florida Public Service Commission.” (See Attachment 3)(emphasis added). BellSouth admits that except to the extent that such issues are encompassed in Docket No. 011077-TP, BellSouth is unaware of the Commission’s having instituted any formal proceedings to review the marketing practices of any ILEC or ALEC with regard to promotional programs, and BellSouth notes that to the best of its knowledge, institution of such proceedings has been neither required nor necessary. BellSouth denies any allegations set forth in Paragraph 14 that are inconsistent with the admissions set forth in this Paragraph of BellSouth’s Answer.

15. BellSouth admits that last year, it temporarily suspended certain “winback” activities while it investigated certain ALECs’ allegations that BellSouth personnel had disparaged certain ALECs in the course of certain marketing contacts with customers. This investigation revealed that the majority of the instances of alleged disparagement involved one employee of one telemarketing firm used by BellSouth and one or more employees of another telemarketing firm used by BellSouth. The one employee is no longer employed by the first telemarketing firm, and BellSouth has terminated its relationship with the second telemarketing firm. BellSouth denies the remaining allegations set forth in Paragraph 15 of the Petition.

16. BellSouth admits that BellSouth witness Cindy Cox testified in Docket No. 960786-TP, that portions of Ms. Cox’ testimony addressed how BellSouth appropriately uses retail information to develop lists of former customers that potentially are eligible

for certain promotions, and that Ms. Cox' testimony speaks for itself. BellSouth admits that it attempts to retain the business of existing BellSouth customers, but BellSouth denies that it specifically "target markets customers that intend to leave BellSouth" as alleged in the Petition. BellSouth further denies any suggestion that it uses wholesale information in order to offer or promote BellSouth products or services to any actual or potential end user retail customer. BellSouth denies the remainder of the allegations set forth in Paragraph 16 of the Petition.

17. BellSouth admits that its 2002 Key Customer Program tariff went into effect on January 31, 2002 – 64 days after FDN was on notice that the 2002 Key Customer Program would go into effect on that date, 15 days after BellSouth filed the program with the Commission; and 13 days *before* FDN filed its Petition. BellSouth denies that the Commission can or should cancel, suspend, postpone, or otherwise affect any of BellSouth's existing and effective promotional tariffs.

18. BellSouth denies the allegations set forth in Paragraph 18 of the Petition.

19. BellSouth denies the allegations set forth in Paragraph 19 of the Petition.

20. BellSouth denies the allegations set forth in Paragraph 20 of the Petition.

21. BellSouth denies the allegations set forth in Paragraph 21 of the Petition.

22. BellSouth admits that Exhibit F to the Petition is a copy of the staff recommendation from the Arrow v. BellSouth docket, that Exhibit G is a copy of the vote sheet from that docket, and that these exhibits speak for themselves. BellSouth denies the remainder of the allegations set forth in Paragraph 22 of the Petition to the extent that they are inconsistent with these admissions. BellSouth also notes that unlike FDN's Petition (which asks the Commission to suspend a tariff that has gone into effect

following Staff's review of the tariff), the Petition at issue in the Arrow docket was filed *before* the tariff involved in that docket had gone into effect.

23. BellSouth denies the allegations set forth in Paragraph 23 of the Petition, and BellSouth specifically denies the suggestion that either the 2001 Key Customer Program or the 2002 Key Customer Program is available "exclusively to its competitors' customers." Consistent with Florida Statutes §364.051(5)(a)(2), the 2001 Key Customer Program and the 2002 Key Customer Program are available to all customers served from certain wire centers.

24. BellSouth denies the allegations set forth in Paragraph 24 of the Petition.

25. BellSouth understands Paragraph 25 of the Petition to address the 2002 Key Customer Program. Pursuant to that understanding, BellSouth denies the allegations set forth in Paragraph 25 of the Petition, and BellSouth specifically denies the allegation that the 2002 Key Customer Program offers customers rates that are "lower than an ALEC reseller's wholesale cost." The 2002 Key Customer Program itself is available for resale. Thus, if an ALEC reseller elected to resell the promotion to one of its own end users, that ALEC reseller would pay BellSouth the tariffed rates for the services ordered less the discounts provided by the 2002 Key Customer Program *less* the 16.81% resale discount. An ALEC reseller, therefore, always will pay less to resell the promotion than a BellSouth end user will pay under the promotion.

26. BellSouth denies the allegations set forth in Paragraph 26 of the Petition.

27. BellSouth denies the allegations set forth in Paragraph 27 of the Petition and notes that, consistent with Florida Statutes §364.051(5)(a)(2), the 2001 Key

Customer Program and the 2002 Key Customer Program are available to all customers served from certain wire centers.

28. BellSouth admits that the Commission has not instituted any formal proceedings to review BellSouth's Full Circle Program, BellSouth's 2001 Key Customer Program, or BellSouth's 2002 Key Customer Program, and BellSouth notes that the institution of such proceedings has been neither required nor necessary. Moreover, BellSouth denies any suggestion that the Commission has not informally reviewed BellSouth's 2002 Key Customer Program. As explained in more detail above, BellSouth representatives met with members of the Staff on January 17, 2002 and responded to Staff inquiries regarding, among other things, the cost data supporting the discounts set forth in the filing and the termination charge provisions of the filing. Following the Staff's review and consideration of BellSouth's responses to these inquiries, the Staff sent BellSouth a letter dated February 7, 2002, which states that "[e]nclosed and listed on the attached sheet is your filing made under Commission Authority No. T020035 *that became effective 01/31/2002* and will be incorporated in your file with the Florida Public Service Commission." (See Attachment 3)(emphasis added). BellSouth further states that: (a) consistent with Florida Statutes §364.051(5)(a)(2), the Full Circle Promotion was available to certain former customers who were receiving services from an ALEC and that the 2001 Key Customer Program and the 2002 Key Customer Program are available to all customers served from wire centers; (b) the Full Circle Program, the 2001 Key Customer Program, and the 2002 Key Customer Program comply with Florida Statute §364.051 and, therefore, do not create cross-subsidies; (c) BellSouth's rate increases comply with and are permitted by Florida Statutes §364.051; and (d) it is

neither unusual nor anticompetitive for a contract to provide that a party that breaches the contract must return the benefits it has received as a result of the contract that it failed to honor.

29. BellSouth denies the allegations set forth in Paragraph 29 of the Petition. The federal Telecommunications Act of 1996 provides that the resale rate for a service is the retail rate for the service less the costs BellSouth avoids when it provides that service on a wholesale (as opposed to retail) basis. See 47 U.S.C. §252(d)(3). After these avoided costs are removed from the retail rate of a service, the resulting resale rate may include, among other things: (1) costs that are *not* avoided by providing the service on a wholesale basis; (2) contribution to overhead; and/or (3) any profit margin that was built into the retail rate. The resale rates established by this Commission, therefore, have nothing to do with the amount of revenue FDN thinks BellSouth is able to “make do with”

30. BellSouth denies the allegations set forth in Paragraph 30 of the Petition, and it specifically denies the allegation that “[t]he only difference” between business customers that are eligible to participate in the 2002 Key Customer Program and business customers that are not eligible to participate in the program “is an ALEC presence in a particular wire center”

31. BellSouth denies the allegations set forth in Paragraph 31 of the Petition, and BellSouth denies that merely submitting conclusory allegations of irreparable harm in the form of an affidavit allows an ALEC to thwart competition by shutting down a competitor’s tariffs that offer lower prices to Florida consumers. Moreover, FDN’s allegations of “constant, frequent, and continuous” competitive harm are flatly refuted by

this Commission's own Report to the Legislature showing, among other things, that: the number of ALECs providing service in Florida increased by 14% from 1999 to 2000 and by 19% from 2000 to 2001; and the number of access lines being served by ALECs in Florida increased by 28% from 1999 to 2000 and by 35% from 2000 to 2001.

32. BellSouth denies the allegations set forth in Paragraph 32 and reiterates that more ALECs are serving more access lines in the State of Florida than ever before.

33. BellSouth denies the allegations set forth in Paragraph 33 of the Petition. BellSouth further states that FDN's assertions that BellSouth "is not at all prejudiced by suspension/postponement of the 2002 Key Customer tariff and any like tariffs" is simply absurd. It clearly would be prejudicial not only to BellSouth, but also to BellSouth's customers who have signed up for services under such tariffs to allow FDN to stop such tariffs in their tracks weeks, months, and even years after they have gone into effect. Such a result also would prejudice the customers of FDN and other ALECs, because without the pressure of competitive responses from BellSouth, competitors will feel far less compelled to compete vigorously, offer more variety of services, or lower their prices.

34. BellSouth denies the allegations set forth in Paragraph 34 of the Petition and incorporates Section D of its "Response to Request for Expedited Review and Request for Suspension, Cancellation, or Postponement of BellSouth Tariffs" herein by reference.

35. BellSouth denies the allegations set forth in Paragraph 35 of the Petition. BellSouth further states that FDN's allegations of harm to competition are indisputably refuted by that fact that both the number of ALECs providing service in Florida and the

number of access lines that are served by these ALECs have been growing at steadily-increasing rates despite “BellSouth’s previous implementation of promotional tariffs.” FDN is simply attempting to use the regulatory process to insulate itself from competition by BellSouth.

36. BellSouth denies the allegations set forth in Paragraph 36 of the Petition.

37. BellSouth denies the allegations set forth in Paragraph 37 of the Petition and notes that the cost standard for preventing cross-subsidies established by Florida Statutes §364.052 already “assure[s] Florida’s consumers that promotional prices BellSouth offers” are not provided to one set of customers at the expense of another set of customers.

38. BellSouth admits that Section 222(b) of the Telecommunications Act and FCC Order 99-223 say what they say. BellSouth denies the remainder of the allegations set forth in paragraph 38 of the Petition.

39. BellSouth denies the allegations set forth in Paragraph 39 of the Petition, and BellSouth specifically denies any suggestion that it uses wholesale information in order to offer or promote BellSouth products or services to any actual or potential end user retail customer.

40. BellSouth denies the allegations set forth in Paragraph 40 of the Petition. BellSouth further states that any anticompetitive concerns regarding the use of promotions should be addressed on an industry-wide basis in Docket No. 011077-TP, in which all interested parties can be heard and in which the industry can rank the importance of such issues in comparison to the other issues that are being addressed in that docket.

41. BellSouth denies the allegations set forth in Paragraph 41 of the Petition.

42. BellSouth denies the allegations set forth in Paragraph 42 of the Petition and states that contrary to FDN's allegations, administrative efficiency favors addressing any anticompetitive concerns regarding the use of promotions on an industry-wide basis in Docket No. 011077-TP, in which all interested parties can be heard and in which the industry can rank the importance of such issues in comparison to the other issues that are being addressed in that docket.

43. BellSouth denies the allegations set forth in Paragraph 43 of the Petition, and BellSouth specifically denies that FDN's Petition sets forth "legitimate allegations of ILEC anticompetitive behavior"

44. BellSouth denies the allegations set forth in Paragraph 44 of the Petition and reminds FDN that the Commission does promote competition in Florida, that the Commission has acted quickly and decisively to address the 2002 Key Customer Program tariff, and that the Commission has acted quickly and decisively to address claims of anticompetitive behavior by establishing Docket No. 011077-TP to address such claims on an industry-wide basis with input from all interested parties. FDN, therefore, should present its concerns regarding promotions in the context of that proceeding rather than asking the Commission to establish unnecessarily duplicative proceedings.

45. BellSouth denies that FDN is entitled to any of the relief requested in the WHEREFORE clause of its Petition or in any other portion of its Petition.

46. Any allegation not expressly admitted herein is denied.

WHEREFORE, BellSouth respectfully requests that the Commission deny all relief requested in FDN's Petition and dismiss the Petition with prejudice.

Respectfully submitted this 5th day of March, 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

Nancy B. White (KA)

James Meza III
150 West Flagler Street
Suite 1910
Miami, Florida 33130
(305) 347-5558

R. Douglas Lackey

R. Douglas Lackey (KA)
Patrick W. Turner
675 West Peachtree Street, Suite 4300
Atlanta, Georgia
(404) 335-0761

436662

ATTACHMENT 1



Notice

Notification Type:	Promotion						
Jurisdiction:	FLORIDA						
Notice Date:	12/11/2001						
Filing Package Number:	FL2002-004						
Service Name:	FL-New 2002 Key Customer Promo						
Tariff Sections:	A2.10						
Expected Issue Date:	01/15/2002						
Expected Effective Date:	01/31/2002						
Descriptive Narrative:	<p>This promotion will begin January 31, 2002 and end June 25, 2002.</p> <p>This is an 18 or 36 month offering targeting BellSouth customers in specific Wire Centers located in the BellSouth region. The SBS Key Customer Program will offer discounts on the subscriber's bill. This promotion will be offered on an outbound and inbound basis.</p> <p>Program Eligibility</p> <ul style="list-style-type: none"> • Available to new, existing and former BellSouth business customers • Monthly BST revenue for subscriber's location must be \$75 to \$3000 • Subscriber's location must be served out of an eligible wire center • Subscriber must sign an 18 or 36 month agreement <p>Promotion Elements</p> <ul style="list-style-type: none"> • Waiver on all line connection charges associated with the service order. This will included the Line Connection Charge (first and additional line, line equivalents and trunks) • Will receive the base discount and may be eligible to receive the hunting discounted based upon having BellSouth hunting service • Base discount: Specified % discount off subscriber's total billed revenue (TBR) from the General Subscriber Service Tariff (A) and Private Line Tariff (B) <table border="0" style="margin-left: 40px;"> <tr> <td>\$75-3000</td> <td>18Months - 10%</td> <td>36 Months - 25%</td> </tr> <tr> <td>Hunting</td> <td>50%</td> <td>100%</td> </tr> </table> <ul style="list-style-type: none"> • Hunting discount: Subscribers that have hunting service are eligible to receive 50% or 100% off their monthly hunting charges in addition to the base discount depending on selected term <p>Promotion Restrictions</p> <ul style="list-style-type: none"> • Customers with aggregate annual billing per state of BellSouth services exceeding \$36,000 are not eligible to participate in this promotion. • Base and hunting discounts apply only to BST total billed charges within a state, not across states. 	\$75-3000	18Months - 10%	36 Months - 25%	Hunting	50%	100%
\$75-3000	18Months - 10%	36 Months - 25%					
Hunting	50%	100%					



Notice

	<ul style="list-style-type: none"> •Customers participating in a Volume and Term Agreement CSAs are not eligible to participate •Customers with Analog Private Line are not eligible to participate •This promotion may not be used concurrently with any previous local exchange services term contract program •Customers currently participating in SBS Small Business Promotion (Hunting Term Promo) may migrate to this promotion without incurring any termination liability from the other program specifications. •BellSouth reserves the right to terminate this program at any time; provided, however, the subscribers participating in the program will be grandfathered for the term of their agreement. •Customer must be a BST customer at the time of the discount to receive the discount. •Customer must pay back all discounts if the customer terminates the contract and the customer will incur a charge for the waived non-recurring charges and all other costs directly related to the premature termination. <p>Total billed revenues consists of all total billed BST charges (recurring, nonrecurring and usage) excluding the following unregulated charges:</p> <ul style="list-style-type: none"> -BellSouth Internet Service charges -Cingular Wireless -Taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, charges collected on behalf of municipalities, and charges for services provided by other companies. <p>CLECs should contact their Account Team for information on resale of this promotion.</p>

ATTACHMENT 2

1634

BellSouth Telecommunications, Inc.
 Suite 400
 150 South Monroe Street
 Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
 Vice President
 Regulatory & External Affairs

850 224 7798
 Fax 850 224 5073

January 15, 2002

Mr. Dan Hoppe, Director
 Division of Regulatory Oversight
 Attn: Tariff Section
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

Dear Mr. Hoppe:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our General Subscriber Service Tariff. Following are the affected tariff pages:

General Subscriber Service Tariff
 Section A2 – Thirteenth Revised Page 34.0.2

This promotion is an 18 or 36 month offering targeting BellSouth customers in specific Wire Centers. The promotion will begin January 31, 2002 and end June 25, 2002.

Program Eligibility

- Available to new, existing and former BellSouth business customers
- Monthly BST revenue for subscriber's location must be \$75 to \$3,000
- Subscriber's location must be served out of an eligible wire center.
- Subscriber must sign a 18 or 36 month agreement to receive the discounts

Promotion Elements

- Subscribers, who participate in the promotion and purchase new service during the promotional period, will receive a waiver on all line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Subscribers meeting the eligibility requirements will receive the base discount and may be eligible to receive the hunting discount based upon having BellSouth hunting service.
- Base discount: Specified % discount off subscriber's total billed revenue (TBR) from the GSST A and PLS B tariffs.

Monthly TBR	18 Month	36 Month
\$75 - \$3000	10%	25%
Hunting Discount	50%	100%

- Hunting discount: Subscribers that have hunting service are eligible to receive 50% or 100% off their monthly hunting charges in addition to the base discount depending on selected term.
- *Internet Offer: Customer may choose one of the following offers:

OFFICE COPY

Product	18 Month	36 Month
DSL	Waiver of fee 1 Month	Waiver of fee 2 Months
Web Hosting Site Builder Plans	Waiver of fee 3 months	Waiver of fee 3 months
Web Hosting Shared Web Hosting Basic Plan - Plan C	Waiver of fee 3 months	Waiver of fee 3 months
Dedicated Internet Access	\$30 off monthly credit on BellSouth Internet charges	\$40 off monthly credit on BellSouth Internet charges

*Waiver not good on existing service.

- Base customer discount is based on end-user monthly total billed BST charges
 - The total billed revenue consists of all total billed BST charges (recurring, non-recurring and usage) excluding the following unregulated charges:
 - BellSouth Internet Service charges
 - Cingular Wireless
 - taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service), and charges for services provided by other companies.
- Participant must be a BST customer at the time of the discount to receive the discount. The discount will appear as a credit in the OC&C section of the subscriber's bill.
- In the event the subscriber terminates the contract; the subscriber must pay back all the discounts. This reimbursement for the base and hunting offer is to pay back all monetary discounts received as a result of being on this program. This payback will appear on the subscriber's final bill as a charge in the OC&C section.
- In addition to the reimbursement for the base and hunting discounts, the subscriber will also incur a charge for the waived non-recurring charges (line connection charges) and all other costs directly related to subscriber's premature termination.
- In addition, as provided in the Internet addendum, the customer must also pay back all discounts or credits related to Internet service option.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in a Hot Wire Center and one location meets the revenue requirement.
- Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue may have all locations participate as long as it is billed under the same account and at least one location is located in a Hot Wire Center

Promotion Restrictions

- Customers with aggregate annual billing per state of BellSouth services exceeding \$36,000 are not eligible to participate in this tariffed promotion.
- Base and hunting discounts (for hunting service) apply only to BST total billed charges within a state, not across states.
- Customers participating in a Volume and Term Agreement CSAs are not eligible to participate in this promotion.
- Customers with Analog Private Line are not eligible to participate in this promotion.
- This promotion may not be used concurrently with any previous local exchange services term contract program.
- Customers currently participating in SBS Small Business Promotion (Hunting Term Promo) may migrate to this promotion without incurring any termination liability from the other program specifications.
- BellSouth reserves the right to terminate this program at any time; provided, however, that subscribers participating in the program will be grandfathered for the term of their agreement.

Wire Center Qualification

- The wire centers were chosen based upon total cumulative lines lost as well as the velocity of losses, based on a three month rolling average and market share.

Acknowledgment, date of receipt and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Criss *ms*

Regulatory Vice President
Attachments

EXECUTIVE SUMMARY

The purpose of these revisions is to allow BellSouth to offer business customers a Key Customer Promotion from January 31, 2002 to June 25, 2002. This promotion is an 18 or 36 month offering targeting BellSouth customers in specific Wire Centers.

Program Eligibility

- Available to new, existing and former BellSouth business customers
- Monthly BST revenue for subscriber's location must be \$75 to \$3,000
- Subscriber's location must be served out of an eligible wire center.
- Subscriber must sign a 18 or 36 month agreement to receive the discounts

Promotion Elements

- Subscribers, who participate in the promotion and purchase new service during the promotional period, will receive a waiver on all line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Subscribers meeting the eligibility requirements will receive the base discount and may be eligible to receive the hunting discount based upon having BellSouth hunting service.
- Base discount: Specified % discount off subscriber's total billed revenue (TBR) from the GSST A and PLS B tariffs.

Monthly TBR	18 Month	36 Month
\$75 - \$3000	10%	25%
Hunting Discount	50%	100%

- Hunting discount: Subscribers that have hunting service are eligible to receive 50% or 100% off their monthly hunting charges in addition to the base discount depending on selected term.
- *Internet Offer: Customer may choose one of the following offers:

Product	18 Month	36 Month
DSL	Waiver of fee 1 Month	Waiver of fee 2 Months
Web Hosting Site Builder Plans	Waiver of fee 3 months	Waiver of fee 3 months
Web Hosting Shared Web Hosting Basic Plan - Plan C	Waiver of fee 3 months	Waiver of fee 3 months
Dedicated Internet Access	\$30 off monthly credit on BellSouth Internet charges	\$40 off monthly credit on BellSouth Internet charges

*Waiver not good on existing service

- Base customer discount is based on end-user monthly total billed BST charges
 - The total billed revenue consists of all total billed BST charges (recurring, non-recurring and usage) excluding the following unregulated charges:
 - BellSouth Internet Service charges
 - Cingular Wireless
 - taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service), and charges for services provided by other companies.
 - Participant must be a BST customer at the time of the discount to receive the discount. The discount will appear as a credit in the OC&C section of the subscriber's bill.
- • In the event the subscriber terminates the contract; the subscriber must pay back all the discounts. This reimbursement for the base and hunting offer is to pay back all monetary discounts received as a result of being on this program. This payback will appear on the subscriber's final bill as a charge in the OC&C section.
- In addition to the reimbursement for the base and hunting discounts, the subscriber will also incur a charge for the waived non-recurring charges (line connection charges) and all other costs directly related to subscriber's premature termination.
- • In addition, as provided in the Internet addendum, the customer must also pay back all discounts or credits related to Internet service option.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in a Hot Wire Center and one location meets the revenue requirement.
- Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue may have all locations participate as long as it is billed under the same account and at least one location is located in a Hot Wire Center

Promotion Restrictions

- Customers with aggregate annual billing per state of BellSouth services exceeding \$36,000 are not eligible to participate in this tariffed promotion.
- Base and hunting discounts (for hunting service) apply only to BST total billed charges within a state, not across states.
- Customers participating in a Volume and Term Agreement CSAs are not eligible to participate in this promotion.
- Customers with Analog Private Line are not eligible to participate in this promotion.
- This promotion may not be used concurrently with any previous local exchange services term contract program.
- Customers currently participating in SBS Small Business Promotion (Hunting Term Promo) may migrate to this promotion without incurring any termination liability from the other program specifications.
- BellSouth reserves the right to terminate this program at any time; provided, however, that subscribers participating in the program will be grandfathered for the term of their agreement.

Wire Center Qualification

The wire centers were chosen based upon total cumulative lines lost as well as the velocity of losses, based on a three month rolling average and market share.

PROPOSED TARIFF PAGES

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) (DELETED) BellSouth's Service Territory ¹	Service	Charges Waived	Period	Authority
	2002 Key Customer Program	-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:	01/31/02 to 06/25/02	(D)
	-For business customers served from wire centers in competitive situations.	Monthly TBR - 18 months		(D)
	-Customers with Analog Private Line service are not eligible for this promotion.	\$75 - \$3,000 10%		(N)
	-Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	Monthly TBR - 36 months \$75 - \$3,000 25%		
		-50% discount will be given on Rotary Line service for a contract period of 18 months.		
		-100% discount will be given on Rotary Line service for a contract period of 36 months.		
		-Line Connection Charges will be waived during the promotion sign-up period.		

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

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 Caller ID features are available. (DELETED)	Caller ID Deluxe, Enhanced Caller ID, Enhanced Caller ID with Call Management and Caller ID with Call Management and Call Forwarding	Nonrecurring charges and one month's recurring charges	1/23/01 —to 12/31/01	(D)
(DELETED)				(D)
BellSouth's Service Territory[†] (DELETED)	2001 Key Customer Program For business customers served from wire centers in competitive situations. Customers with Analog Private Line service are not eligible for this promotion. Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	-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 - 18 months \$1,000 - \$3,000 - 14% \$150 - \$999.99 - 10% \$100 - \$149.99 - 6% Monthly TBR - 36 months \$1,000 - \$3,000 - 18% \$150 - \$999.99 - 14% \$100 - \$149.99 - 10% -50% discount will be given on Rotary Line service for a contract period of 18 months. -75% discount will be given on Rotary Line service for a contract period of 36 months. Line Connection Charges will be waived during the promotion sign-up period.	06/26/01 —to 06/25/02	(D) (N)(D)
BellSouth's Service Territory[†]	2002 Key Customer Program For business customers served from wire centers in competitive situations. Customers with Analog Private Line service are not eligible for this promotion. Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	-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 - 18 months \$75 - \$3,000 - 10% Monthly TBR - 36 months \$75 - \$3,000 - 25% -50% discount will be given on Rotary Line service for a contract period of 18 months. -100% discount will be given on Rotary Line service for a contract period of 36 months.	01/31/02 —to 06/25/02	(N)

* Registered Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

~~Thirteenth Twelfth Revised Page 34.0.2~~
~~Twelfth Cancels Eleventh Revised Page 34.0.2~~

~~ISSUED: June 11, 2001~~ January 15, 2002
BY: Joseph P. Lacher, President -FL
Miami, Florida

January 31, 2002 ~~EFFECTIVE: June 26, 2001~~

-Line Connection Charges
will be waived during the
promotion sign-up period.

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

ATTACHMENT 3

STATE OF FLORIDA

Commissioners:
LILA A. JABER, CHAIRMAN
J. TERRY DEASON
BRALIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADY



DIVISION OF
REGULATORY OVERSIGHT
DANIEL M. HOPPE, DIRECTOR
(850) 413-6480

Public Service Commission

February 7, 2002

Marshall M. Criser III
Vice President - Regulatory Relations
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556

Re: Authority No. T020035

Dear Sir/Madam:

Enclosed and listed on the attached sheet is your filing made under Commission Authority No. T020035 that became effective 01/31/2002 and will be incorporated in your file with the Florida Public Service Commission.

Any subsequent changes to your tariff should be received by the Commission in accordance with the notice requirements specified in Sections 364.051 and 364.163, Florida Statutes.

Sincerely,

A handwritten signature in cursive script that reads "Jacquelyn Gilchrist".

Jacquelyn Gilchrist
Regulatory Analyst Supervisor

JG/tfis

1634

ATTACHMENT
AUTHORITY NUMBER: T020035

SECTION A1

GENERAL SUBSCRIBER SERVICE TARIFF
GENERAL REGULATIONS

13th

34.C.2

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are *on file with* the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority
(DELETED)			
(DELETED)			
BellSouth's Service Territory	2002 Key Customer Program	-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.	01/31/02 to 06/25/02
	-For business customers served from hot wire centers		
	-Customers with Analog Private Line service are not eligible for this promotion.		
	-Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	Monthly TBR - 18 months \$75 - \$3,000 10% Monthly TBR - 36 months \$75 - \$3,000 25%	
		-50% discount will be given on Rotary Service for a contract period of 18 months.	
		-100% discount will be given on Rotary Service for a contract period of 36 months.	
		-Line Connection Charges will be waived during the promotion sign-up period.	

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

Note 2: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.1.

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

Authority Number T-020035
Docket Number(s) _____
Order Number(s) _____
Effective Date JAN 1 1983

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are *on file with* the Commission: (Cont'd)

Eligible Hot Wire Centers Key Customer 2002		
BCRT BOCA TEECA	HTCHNSON IS MAIN	MIAM W DADE
BOCA RATON MAIN	JCBH-MAIN	MIAM W MIAMI
BCRT SANDALFOOT	JCVL-ARLINGTON	MELBOURNE
BROOKSVILLE	JCVL-BEACHWOOD	MILTON RAVINE
BELLE GLADE MAIN	JCVL-FT CAROLINE	MNDR-LORETTO
BUNNEL	JCVL-LAKE FOREST	NDAD ARCH CREEK
BOYNTON BEACH MAIN	JCVL-INT'L AIRPORT	NDAD BRENTWOOD
COCOA BEACH	JCVL-NORMANDY	JCVL-CLAY STREET MGO
COCOA-MAIN	JCVL-OCEANWAY	NDAD GOLDEN GLADES
COCOA-MERRITT ISLAND	JCVL-RIVERSIDE	NDAD OLETA
DEBARY DELTONA	JCVL-SAN JOSE	NEW SMYRNA BCH
DEBARY MAIN	JCVL-SAN MARCO	ORLD-AZALEA PARK
DELAND	JCVL-SOUTHPOINT	ORLD-COLONIAL
DLBH KINGS POINT	JCVL-WESCONNETT	ORLD-MAGNOLIA
DELRAY BCH MAIN	JUPITER MAIN	ORLD-PINECASTLE
DEERFIELD BEACH MAIN	KEY WEST MAIN	ORLD-PINEHILLS
DYBH-MAIN	LAKE CITY	ORLD-SAND LAKE
DYBH-ORMND BCH	LAKE MARY	ORPK-MAIN
DYBH-PORT ORANGE	MIAM ALHAMBRA	ORPK-RIDGEWOOD
EGLL-INDN HBR BH	MIAM ALLAPATTAH	OVIEDO
EGLL-BOWE GDNS	MIAM AIRPORT	PERRINE MAIN
FT LAUD MAIN RELIEF	MIAM BAYSHORE	PANAMA CITY BEACH
FTLD CORAL RIDGE	MIAM BISCAYNE	PANAMA CITY MAIN
FTLD CYPRESS	MIAM BEACH	PMBH CORAL SPRINGS
FTLD JACARANDA	MIAM CANAL	PMBH FEDERAL
FTLD OAKLAND	MIAM DADELAND BLVD	PMBH MARGATE
FTLD PLANTATION	MIAM FLAGLER	PMBH TAMARAC
FTLD SAWGRASS	MIAM GRANDE	PNSC-BELMONT
FTLD SUNRISE	MIAM HIALEAH	PNSC-FERRY PASS
FTLD WESTON	MIAM INDIAN CREEK	PNSC WARRINGTON
FERNANDINA BCH	MIAM KEY BISCAYN	PONTE VEDRA BCH
FORT PIERCE MAIN	MIAM METRO	PALM COAST
GULF BREEZE	MIAM NORTH MIAMI	PALATKA
GSVL-MAIN	MIAM NORTHSIDE	PORT ST. LUCIE MAIN
GSVL-NORTHWEST	MIAM OPA LOCKA	PTSL SOUTH PTSL
HLWD HALLANDALE	MIAM PALMETTO	SANFORD-O-WS
HLWD PEMBROKE PINES	MIAM POINCIANA	STAG-MAIN
HLWD WEST HOLLYWOOD	MIAM RED ROAD	STUART MAIN
HOLLYWOOD MAIN	MIAM MIAMI SHORES	TITUSVILLE
HOMESTEAD MAIN	MIAM SILVER OAKS	VERO BEACH MAIN
		WPBH GARDENS
		WPBH GREENACRES
		WPBH HAVERHILL
		WPBH MAIN ANNEX
		WPBH LAKE WORTH
		WPBH RIVIERA BCH
		WPBH RYL PLM BCH
		WWSP-HIGHLAND
		WWSP-SPRING HILL

FLORIDA PUBLIC SERVICE COMMISSION

APPROVED

Authority Number **T - 020035**
Docket Number(s) _____
Order Number(s) _____
Effective Date JAN 20 2000

1634

BellSouth Telecommunications, Inc.
 Suite 400
 150 South Monroe Street
 Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

Marshall M. Criser III
 Vice President
 Regulatory & External Affairs

850 224 7798
 Fax 850 224 5073

January 15, 2002

Mr. Dan Hoppe, Director
 Division of Regulatory Oversight
 Attn: Tariff Section
 2540 Shumard Oak Boulevard
 Tallahassee, Florida 32399-0850

Dear Mr. Hoppe:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our General Subscriber Service Tariff. Following are the affected tariff pages:

General Subscriber Service Tariff
 Section A2 - Thirteenth Revised Page 34.0.2

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- Monthly BST revenue for subscriber's location must be \$75 to \$3,000
- Subscriber's location must be served out of an eligible wire center.
- Subscriber must sign a 18 or 36 month agreement to receive the discounts

Promotion Elements

- Subscribers, who participate in the promotion and purchase new service during the promotional period, will receive a waiver on all line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Subscribers meeting the eligibility requirements will receive the base discount and may be eligible to receive the hunting discount based upon having BellSouth hunting service.
- Base discount: Specified % discount off subscriber's total billed revenue (TBR) from the GSST A and PLS B tariffs.

Monthly TBR	18 Month	36 Month
\$75 - \$3000	10%	25%
Hunting Discount	50%	100%

- Hunting discount: Subscribers that have hunting service are eligible to receive 50% or 100% off their monthly hunting charges in addition to the base discount depending on selected term.
- *Internet Offer: Customer may choose one of the following offers:

OFFICE COPY

Product	18 Month	36 Month
DSL	Waiver of fee 1 Month	Waiver of fee 2 Months
Web Hosting Site Builder Plans	Waiver of fee 3 months	Waiver of fee 3 months
Web Hosting Shared Web Hosting Basic Plan - Plan C	Waiver of fee 3 months	Waiver of fee 3 months
Dedicated Internet Access	\$30 off monthly credit on BellSouth Internet charges	\$40 off monthly credit on BellSouth Internet charges

*Waiver not good on existing service.

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 - Cingular Wireless
 - taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service), and charges for services provided by other companies.
- Participant must be a BST customer at the time of the discount to receive the discount. The discount will appear as a credit in the OC&C section of the subscriber's bill.
- In the event the subscriber terminates the contract; the subscriber must pay back all the discounts. This reimbursement for the base and hunting offer is to pay back all monetary discounts received as a result of being on this program. This payback will appear on the subscriber's final bill as a charge in the OC&C section.
- In addition to the reimbursement for the base and hunting discounts, the subscriber will also incur a charge for the waived non-recurring charges (line connection charges) and all other costs directly related to subscriber's premature termination.
- In addition, as provided in the Internet addendum, the customer must also pay back all discounts or credits related to Internet service option.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in a Hot Wire Center and one location meets the revenue requirement.
- Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue may have all locations participate as long as it is billed under the same account and at least one location is located in a Hot Wire Center

Promotion Restrictions

- Customers with aggregate annual billing per state of BellSouth services exceeding \$36,000 are not eligible to participate in this tariffed promotion.
- Base and hunting discounts (for hunting service) apply only to BST total billed charges within a state, not across states.
- Customers participating in a Volume and Term Agreement CSAs are not eligible to participate in this promotion.
- Customers with Analog Private Line are not eligible to participate in this promotion.
- This promotion may not be used concurrently with any previous local exchange services term contract program.
- Customers currently participating in SBS Small Business Promotion (Hunting Term Promo) may migrate to this promotion without incurring any termination liability from the other program specifications.
- BellSouth reserves the right to terminate this program at any time; provided, however, that subscribers participating in the program will be grandfathered for the term of their agreement.

Wire Center Qualification

- The wire centers were chosen based upon total cumulative lines lost as well as the velocity of losses, based on a three month rolling average and market share.

Acknowledgment, date of receipt and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose.

Your consideration and approval will be appreciated.

Yours very truly,

Marshall M. Criss *ms*

Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

The purpose of these revisions is to allow BellSouth to offer business customers a Key Customer Promotion from January 31, 2002 to June 25, 2002. This promotion is an 18 or 36 month offering targeting BellSouth customers in specific Wire Centers.

Program Eligibility

- Available to new, existing and former BellSouth business customers
- Monthly BST revenue for subscriber's location must be \$75 to \$3,000
- Subscriber's location must be served out of an eligible wire center.
- Subscriber must sign a 18 or 36 month agreement to receive the discounts

Promotion Elements

- Subscribers, who participate in the promotion and purchase new service during the promotional period, will receive a waiver on all line connection charges associated with the service order. This will include the Line Connection Charge (first and additional lines, line equivalents and trunks).
- Subscribers meeting the eligibility requirements will receive the base discount and may be eligible to receive the hunting discount based upon having BellSouth hunting service.
- Base discount: Specified % discount off subscriber's total billed revenue (TBR) from the GSST A and PLS B tariffs.

Monthly TBR	18 Month	36 Month
\$75 - \$3000	10%	25%
Hunting Discount	50%	100%

- Hunting discount: Subscribers that have hunting service are eligible to receive 50% or 100% off their monthly hunting charges in addition to the base discount depending on selected term.
- *Internet Offer: Customer may choose one of the following offers:

Product	18 Month	36 Month
DSL	Waiver of fee 1 Month	Waiver of fee 2 Months
Web Hosting Site Builder Plans	Waiver of fee 3 months	Waiver of fee 3 months
Web Hosting Shared Web Hosting Basic Plan - Plan C	Waiver of fee 3 months	Waiver of fee 3 months
Dedicated Internet Access	\$30 off monthly credit on BellSouth Internet charges	\$40 off monthly credit on BellSouth Internet charges

*Waiver not good on existing service

- Base customer discount is based on end-user monthly total billed BST charges
 - The total billed revenue consists of all total billed BST charges (recurring, non-recurring and usage) excluding the following unregulated charges:
 - BellSouth Internet Service charges
 - Cingular Wireless
 - taxes, late payment charges, charges billed pursuant to Federal or State Access Service Tariffs, charges collected on behalf of municipalities (including, but not limited to surcharges for 911 service and dual party relay service), and charges for services provided by other companies.
- Participant must be a BST customer at the time of the discount to receive the discount. The discount will appear as a credit in the OC&C section of the subscriber's bill.
- • In the event the subscriber terminates the contract; the subscriber must pay back all the discounts. This reimbursement for the base and hunting offer is to pay back all monetary discounts received as a result of being on this program. This payback will appear on the subscriber's final bill as a charge in the OC&C section.
- In addition to the reimbursement for the base and hunting discounts, the subscriber will also incur a charge for the waived non-recurring charges (line connection charges) and all other costs directly related to subscriber's premature termination.
- • In addition, as provided in the Internet addendum, the customer must also pay back all discounts or credits related to Internet service option.
- Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as one location is in a Hot Wire Center and one location meets the revenue requirement.
- Subscribers with Centrex, MultiServ and ESSX with SLAs not meeting the per location revenue may have all locations participate as long as it is billed under the same account and at least one location is located in a Hot Wire Center

Promotion Restrictions

- Customers with aggregate annual billing per state of BellSouth services exceeding \$36,000 are not eligible to participate in this tariffed promotion.
- Base and hunting discounts (for hunting service) apply only to BST total billed charges within a state, not across states.
- Customers participating in a Volume and Term Agreement CSAs are not eligible to participate in this promotion.
- Customers with Analog Private Line are not eligible to participate in this promotion.
- This promotion may not be used concurrently with any previous local exchange services term contract program.
- Customers currently participating in SBS Small Business Promotion (Hunting Term Promo) may migrate to this promotion without incurring any termination liability from the other program specifications.
- BellSouth reserves the right to terminate this program at any time; provided, however, that subscribers participating in the program will be grandfathered for the term of their agreement.

Wire Center Qualification

The wire centers were chosen based upon total cumulative lines lost as well as the velocity of losses, based on a three month rolling average and market share.

PROPOSED TARIFF PAGES

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

A. The following promotions are *on file with* the Commission: (Cont'd)

Area of Promotion	Service	Charges Waived	Period Authority	
(DELETED)				(T)
(DELETED)				(D)
BellSouth's Service Territory ¹	2002 Key Customer Program	-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:	01/31/02 to 06/25/02	(N)
	-For business customers served from hot wire centers ²	Monthly TBR - 18 months		
	-Customers with Analog Private Line service are not eligible for this promotion.	\$75 - \$3,000 10%		
	-Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	Monthly TBR - 36 months \$75 - \$3,000 25%		
		-50% discount will be given on Rotary Service for a contract period of 18 months.		
		-100% discount will be given on Rotary Service for a contract period of 36 months.		
		-Line Connection Charges will be waived during the promotion sign-up period.		

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

Note 2: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.1.

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Area of Promotion	Service	Charges Waived	Period	Authority
BellSouth's Service Territory¹ -From Central Offices where Caller ID features are available. (DELETED)	Caller ID Deluxe, Enhanced Caller ID, Enhanced Caller ID with Call Management and Caller ID with Call Management and Call Forwarding	Nonrecurring charges and one month's recurring charges	1/23/01 —to 12/31/01	(D)
(DELETED) BellSouth's Service Territory¹ (DELETED)	2001 Key Customer Program -For business customers served from wire centers in competitive situations. -Customers with Analog Private Line service are not eligible for this promotion. -Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	-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 - 18 months \$1,000 - \$3,000 - 14% \$150 - \$999.99 - 10% \$100 - \$149.99 - 6% Monthly TBR - 36 months \$1,000 - \$3,000 - 18% \$150 - \$999.99 - 14% \$100 - \$149.99 - 10% -50% discount will be given on Rotary Line service for a contract period of 18 months. -75% discount will be given on Rotary Line service for a contract period of 36 months. -Line Connection Charges will be waived during the promotion sign-up period.	06/26/01 —to 06/25/03	(H) (H)(D)
BellSouth's Service Territory¹	2002 Key Customer Program -For business customers served from hot wire centers². -Customers with Analog Private Line service are not eligible for this promotion. -Customers with Volume and Term Contract Service Arrangements are not eligible to participate in this promotion.	-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 - 18 months \$75 - \$3,000 - 10% Monthly TBR - 36 months \$75 - \$3,000 - 25% -50% discount will be given on Rotary Service for a contract period of 18 months. -100% discount will be given on Rotary Service for a contract period of 36 months.	01/31/02 —to 06/25/02	(N)

¹ Registered Service Mark of BellSouth Intellectual Property Corporation

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

ISSUED: ~~June 11, 2001~~ January 15, 2002
BY: Joseph P. Lacher, President -FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

~~Thirteenth Twelfth Revised Page 34.0.2~~
~~Twelfth Canceled Eleventh Revised Page 34.0.2~~
January 31, 2002 EFFECTIVE: ~~June 16, 2001~~

-Line Connection Charges
will be waived during the
promotion sign-up period.

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

Note 2: The list of hot wire centers that are eligible for this promotion is listed on Page 34.0.2.1

(N)

A2. GENERAL REGULATIONS

A2.10 Special Promotions (Cont'd)

A2.10.2 Descriptions (Cont'd)

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

Eligible Hot Wire Centers	Key Customer 2002	
BCRT BOCA TRUCA	HITCHSON IS MAIN	MIAM W. DADE
BOCA RATON MAIN	JCBH-MAIN	MIAM W. MIAMI
BCRT SANDALFOOT	JCVL-ARLINGTON	MELBOURNE
BROOKSVILLE	JCVL-BEACHWOOD	MILTON RAVINE
BELLE GLADE MAIN	JCVL-FT CAROLINE	MNDR-LORETTO
BUNNEL	JCVL-LAKE FOREST	NDAD ARCH CREEK
BOYNTON BEACH MAIN	JCVL-INTL AIRPORT	NDAD BRENTWOOD
COCOA BEACH	JCVL-NORMANDY	JCVL-CLAY STREET MGO
COCOA-MAIN	JCVL-OCEANWAY	NDAD GOLDEN GLADES
COCOA-MERRITT ISLAND	JCVL-RIVERSIDE	NDAD OLETA
DEBARY DELTONA	JCVL-SAN JOSE	NEW SMYRNA BCH
DEBARY MAIN	JCVL-SAN MARCO	ORLD-AZALEA PARK
DELAND	JCVL-SOUTHPOINT	ORLD-COLONIAL
DLBH KINGS POINT	JCVL-WESCONNETT	ORLD-MAGNOLIA
DELRAY BCH MAIN	JUPITER MAIN	ORLD-PINECASTLE
DEERFIELD BEACH MAIN	KEY WEST MAIN	ORLD-PINEHILLS
DYBH-MAIN	LAKE CITY	ORLD-SAND LAKE
DYBH-ORMND BCH	LAKE MARY	ORPK-MAIN
DYBH-PORT ORANGE	MIAM ALHAMBRA	ORPK-RIDGEWOOD
EGLL-INDN HBR BH	MIAM ALLAPATTAH	OVIEDO
EGLL-BOWE GDNS	MIAM AIRPORT	PERRINE MAIN
FT LAUD MAIN RELIEF	MIAM BAYSHORE	PANAMA CITY BEACH
FTLD CORAL RIDGE	MIAM BISCAYNE	PANAMA CITY MAIN
FTLD CYPRESS	MIAM BEACH	PMBH CORAL SPRINGS
FTLD JACARANDA	MIAM CANAL	PMBH FEDERAL
FTLD OAKLAND	MIAM DADELAND BLVD	PMBH MARGATE
FTLD PLANTATION	MIAM FLAGLER	PMBH TAMARAC
FTLD SAWGRASS	MIAM GRANDE	PNSC-BELMONT
FTLD SUNRISE	MIAM HIALEAH	PNSC-FERRY PASS
FTLD WESTON	MIAM INDIAN CREEK	PNSC WARRINGTON
FERNANDINA BCH	MIAM KEY BISCAYN	PONTE VEDRA BCH
PORT PIERCE MAIN	MIAM METRO	PALM COAST
GULF BREEZE	MIAM NORTH MIAMI	PALATKA
GSVL-MAIN	MIAM NORTHSIDE	PORT ST. LUCIE MAIN
GSVL-NORTHWEST	MIAM OPA LOCKA	PTSL SOUTH PTSL
HLWD HALLANDALE	MIAM PALMETTO	SANFORD-O-WS
HLWD PEMBROKE PINES	MIAM POINCIANA	STAG-MAIN
HLWD WEST HOLLYWOOD	MIAM RED ROAD	STUART MAIN
HOLLYWOOD MAIN	MIAM MIAMI SHORES	TITUSVILLE
HOMESTEAD MAIN	MIAM SILVER OAKS	VERO BEACH MAIN
		WPBH GARDENS
		WPBH GREENACRES
		WPBH HAVERHILL
		WPBH MAIN ANNEX
		WPBH LAKE WORTH
		WPBH RIVIERA BCH
		WPBH RYL PLM BCH
		WWSP-HIGHLAND
		WWSP-SPRING HILL

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