

ORIGINAL

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April 16, 2002

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

Re: Docket No. 020272-TL (511 Complaint)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer and Counterclaim to 511, Inc.'s Complaint and Request for Emergency Relief, which we ask that you file in the captioned docket.

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

Sincerely,

James Meza III
James Meza III (LA)

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

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CERTIFICATE OF SERVICE
Docket No. 020272-TL

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

Federal Express this 16th day of April, 2002 to the following:

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

511, Inc.
1625 East Northern Avenue
Suite 105
Phoenix, AZ 85020

David O. Klein
Klein, Zelman, Rothermel
& Dichter, LLP
485 Madison Avenue
New York, NY 10022
Tel. No. (212) 935-6020
Attys. for 511


James Meza III (CLA)

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of 511, Inc. Against) Docket No.: 020272-TL
BellSouth Telecommunications, Inc)
And Request for Emergency Relief)
_____) Filed: April 16, 2002

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
ANSWER AND COUNTERCLAIM TO 511, INC.'S COMPLAINT AND
REQUEST FOR EMERGENCY RELIEF**

BellSouth Telecommunications, Inc. ("BellSouth") respectfully submits this Answer and Counterclaim to 511, Inc.'s Complaint and Request for Emergency Relief ("Complaint"). The Florida Public Service Commission ("Commission") should summarily deny and/or dismiss 511's requests for relief and should grant BellSouth's Counterclaim.

ANSWER

BellSouth answers the enumerated paragraphs of the Complaint on a paragraph-by-paragraph basis.

1. BellSouth admits that the Commission has the authority to enforce and interpret the terms of BellSouth's General Subscriber Service Tariff ("GSST"). BellSouth denies the remaining paragraphs of Paragraph 1 of the Complaint, including any allegation that the Commission's authority to enforce and/or interpret BellSouth's GSST tariff supersedes the Federal Communications Commission's ("FCC") exclusive authority over numbering issues.

2. BellSouth denies the allegations contained in Paragraph 2 of the Complaint.

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3. BellSouth denies the allegations contained in Paragraph 3 of the Complaint for lack of knowledge, except to admit that, upon information and belief, 511, Inc. is an inactive and administratively dissolved Florida Corporation.

4. BellSouth admits the allegations contained in Paragraph 4 of the Complaint.

5. BellSouth denies the allegations contained in Paragraph 5 of the Complaint for lack of knowledge. BellSouth admits, however, that on February 21, 2002, BellSouth, via its N11 representative, awarded 511 to Dial 511, Inc.

6. BellSouth denies the allegations contained in Paragraph 6 of the Complaint. As of February 25, 2002, BellSouth's Abbreviated Dialing Tariff (hereinafter referred to as "N11 Tariff") was obsoleted. See Obsoleted N11 Tariff, attached hereto as Exhibit A. The obsoleted N11 Tariff allows existing N11 customers to retain their current abbreviated dialing arrangement but prohibits N11 customers from modifying their existing service, adding any new services, or moving existing services to new locations. Id.

7. BellSouth denies the allegations contained in Paragraph 7 of the Complaint. As stated above, BellSouth's N11 Tariff was obsoleted on February 25, 2002.

8. BellSouth denies the allegations contained in Paragraph 8 of the Complaint. As stated above, BellSouth's N11 Tariff was obsoleted on February 25, 2002.

9. BellSouth's denies the allegations contained in Paragraph 9 of the Complaint, except to admit that, pursuant to FCC rules and orders, 511 in the

Miami Basic Local Calling Areas ("BLCAs") was assigned to the Florida Department of Transportation ("FDOT") in November, 2001.

10. BellSouth denies the allegations contained in Paragraph 10 of the Complaint, except to admit that 511, Inc. has contacted BellSouth in the past regarding the FCC's assignment of N11 numbers.

11. BellSouth denies the allegations contained in Paragraph 11 of the Complaint, except to admit that the e-mail from Danny Flynn, BellSouth Senior Account Executive, dated February 1, 2002 and attached to 511, Inc.'s Complaint speaks for itself and is the best evidence of its terms and conditions. In addition, BellSouth specifically denies any allegation that Mr. Flynn's response somehow violated the now-obsolete N11 Tariff. Even if the subject N11 Tariff provisions were applicable, which is denied because of the obsolete status of the Tariff, BellSouth was only required to transfer 511, Inc. to an alternative abbreviated dialing arrangement if said arrangement was technically and economically feasible. As stated by Mr. Flynn in his e-mail, all current abbreviated dialing codes in the Miami BLCA are currently in use, assigned, or reserved for certain customer segments. Thus, transferring 511, Inc. to an alternative abbreviated dialing arrangement is neither technically nor economically feasible.

12. BellSouth denies the allegations contained in paragraph 12 of the Complaint, except to admit that a seven digit dialing arrangement in the Miami BLCA is technically infeasible and would not succeed because the Commission has implemented ten digit dialing in the Miami BLCA. BellSouth also admits that

a seven digit dialing arrangement would be economically infeasible and would not provide for blocking as required by the Commission.

13. BellSouth denies for lack of knowledge the allegations contained in Paragraph 13 of the Complaint relating to the amount of money 511, Inc. has allegedly spent in advertising and promoting 511. BellSouth denies the remaining allegations contained in Paragraph 13 of the Complaint.

14. BellSouth denies the allegations contained in Paragraph 14 of the Complaint.

15. BellSouth denies 511, Inc.'s prayer for relief and any allegations not expressly admitted herein that are contained in the Introduction and/or the Conclusion of the Complaint.

16. BellSouth denies any allegation in the Complaint not expressly admitted herein.

FIRST AFFIRMATIVE DEFENSE

511, Inc.'s Complaint fails to state a cause of action upon which relief can be granted because the transfer of 511 from Dial 511, Inc. to 511, Inc., as admitted by 511, Inc. in its Complaint, was in violation of BellSouth's now-obsolete N11, Tariff, Section A139.1(Q).

SECOND AFFIRMATIVE DEFENSE

511, Inc. does not have standing to bring the Complaint because the transfer of 511 from Dial 511, Inc. to 511, Inc., as admitted by 511, Inc. in its Complaint, was in violation of BellSouth's GSST now-obsolete N11, Tariff,

Section A139.1(Q) and thus was invalid. Accordingly, 511, Inc. does not have any rights under the tariff because it does not have rights to 511.

THIRD AFFIRMATIVE DEFENSE

511, Inc.'s claims are barred by the doctrines of estoppel or "unclean hands" because 511, Inc. is and has been in violation of several provisions of BellSouth's now-obsolete N11 Tariff.

WHEREFORE, BellSouth respectfully requests that the Commission deny all relief requested in 511, Inc.'s Complaint and dismiss the Complaint with prejudice.

COUNTERCLAIM

Pursuant to Florida Rule of Civil Procedure 1.170 and Rule 25-22.036, F.A.C., BellSouth submits the following Counterclaim to 511, Inc.'s Complaint.

JURISDICTION

1. The Commission has jurisdiction over this Counterclaim pursuant to Sections 364.051(6)(b), 364.10, 364.19, 364.25, 364.285, Florida Statutes and Rule 25-22.036, F.A.C.

GENERAL FACTUAL ALLEGATIONS

2. BellSouth is a Georgia corporation and an Incumbent Local Exchange Company ("ILEC") regulated by the Commission and authorized to provide local exchange telecommunications and intraLATA toll telecommunications in the State of Florida.

3. According to the Florida Secretary of State's Web site, 511, Inc. is an inactive and administratively dissolved Florida corporation with its former

principal address being 3501 Keyser Avenue, Hollywood, Florida, 33021. See Florida Secretary of State's Web page for 511, Inc., attached hereto as Exhibit B.

Invalid Sale of 511

4. On February 21, 2000, BellSouth awarded the 511 abbreviated dialing arrangement in the Miami BLCS to Dial 511, Inc, a Florida corporation. Dial 511, Inc. is now inactive and administratively dissolved. See Florida Secretary of State's Web page for Dial 511, Inc., attached hereto as Exhibit C. BellSouth's records indicate that, prior to the assignment of 511 to the FDOT, Dial 511, Inc. was the record subscriber for 511 in the Miami BLCS. Upon information and belief, Dial 511, Inc. is not affiliated with 511, Inc.

5. As admitted by 511, Inc. in its Complaint, "on or about July 31, 2000, the present owners of 511, Inc. obtained the license to promote the Abbreviated Dialing Code 511 in certain Miami Basic Local Callings Areas ("BLCAs") from the individuals who originally purchased the rights via a lottery system from BellSouth." Complaint at 1. Thus, based upon BellSouth's records and 511, Inc.'s own admissions in its Complaint, 511, Inc. purchased 511 from Dial 511, Inc.

6. Section A139.1(Q) of BellSouth's N11 Tariff restricts a N11 subscriber from selling or transferring the N11 number to an unaffiliated entity, either directly or indirectly. See Exhibit A. Accordingly, the sale of 511 from Dial 511, Inc. to 511, Inc. was invalid and of no force and effect.

7. As of result of 511, Inc.'s improper and invalid acquisition of 511 for the Miami BLCA, 511, Inc. circumvented several N11 Tariff requirements that a

N11 subscriber must comply with prior to being assigned a N11 number by BellSouth. These provisions include (1) submitting a request in writing to BellSouth's representative for assignment of N11 numbers; (2) paying an earnest money deposit; (3) being awarded the N11 number pursuant to non-discriminatory procedures; and (4) initiating a service request order within 30 days of being assigned the N11 number. See N11 Tariff at § A139.1.2(A), Exhibit A.

8. Further, pursuant to Section A.139.1.2(H)(8), if the N11 subscriber discontinues subscription to N11 service, the number must be disconnected and reassigned in compliance with BellSouth's non-discriminatory procedures set forth above.

9. By purchasing 511 from Dial 511, Inc., the original subscriber, 511, Inc. violated the above terms of BellSouth's now-obsolete N11 Tariff. Specifically, through the invalid sale, 511, Inc. was able to circumvent the assignment procedure set forth in the N11 Tariff to ensure the non-discriminatory assignment of abbreviated dialing arrangements.

10. Under Section A139.1.2(H)(9) of the N11 Tariff, BellSouth can disconnect any tariffed service provided to the N11 subscriber when that subscriber fails to comply with the regulations and conditions set forth in the N11 Tariff, upon five days written notice. Further, the limitations and use of service provisions set forth in Section A2 of BellSouth's GSST Tariff apply to N11 subscribers. See § A139.1.1(M), Exhibit A. Consequently, pursuant to Section A2.2.10(A)(2)(e) of the GSST, BellSouth can cancel service with notice for a

“violation of the Company’s rules and regulations applying to the subscriber’s contracts or to the furnishing of service.”

11. BellSouth requests that the Commission declare that 511, Inc.’s invalid purchase of 511 from Dial 511, Inc. violated the procedures set forth in Section A139.1.2(A) of the N11 Tariff regarding the acquisition of an abbreviated dialing arrangement. BellSouth further requests that the Commission declare that, because of this violation, BellSouth can cancel or disconnect 511, Inc.’s service with five days written notice pursuant to Section A2.2.10(A)(2)(e) of BellSouth’s GSST and Section A139.1.1(M) of the N11 Tariff. 511, Inc. should consider this Counterclaim the requisite notice under the N11 Tariff and the GSST.

511, Inc. Is Violating Florida Law

12. BellSouth’s records indicate that 511, Inc. is the registered subscriber for 511 in several BLCAs in Florida including: Boca Raton, Delray, Sanford, Melbourne, Port St. Lucie, Belle Glade, Marathon, and DeBerry. In addition, as evidenced by 511, Inc.’s Complaint, 511, Inc. has purchased and is operating 511 in the Miami BLCA.

13. As stated above, the Florida Secretary of State’s Web site establishes that 511, Inc. is an inactive and administratively dissolved corporation. Administrative dissolution of 511, Inc. occurred on September 21, 2001. See Exhibit B.

14. Under Section 607.1405(1), Florida Statutes, a dissolved corporation cannot “carry on any business except that appropriate to wind up and

liquidate its business and affairs. . . .” Permissible business activities for a dissolved corporation are limited to (1) collecting its assets; (2) disposing of its properties that will not be distributed in kind to its shareholders; (3) discharging or making provision for discharging its liabilities; (3) distributing its remaining property among its shareholders according to their interests; and (4) doing every other act necessary to wind up and liquidate its business affairs. Id.; see also, Levine v. Levine, 734 So. 2d 1191, 1196 (Fla. 2d DCA 1999).

15. As admitted in the Complaint, 511, Inc. is a “provider of paid telecommunications in Florida.” Complaint at ¶ 3. Further, 511, Inc. brought the instant Complaint to force BellSouth to provide it with an alternative abbreviated dialing arrangement once the FDOT acquires 511 so that 511, Inc. can remain in business and continue to provide “paid telecommunications” to the citizens of Florida. As such, 511, Inc. is carrying on business in the State of Florida – business that is not related to its winding down and dissolution. Accordingly, 511, Inc. is in violation of Section 607.1405, Florida Statutes, because it is impermissibly conducting business as a dissolved corporation.

16. Section A.2.2.9 of BellSouth’s GSST provides that “service is furnished subject to the condition that it will not be used for an unlawful purpose.” This provision further provides that “[t]he Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.” Id.

17. Assuming arguendo that 511, Inc. has the right to use 511 (which is denied), 511, Inc.’s continued use of 511 in the Miami BLCA as a means to

conduct business even though 511, Inc. has been administratively dissolved since September 21, 2001 is in violation of Florida law. Accordingly, BellSouth requests that the Commission find that BellSouth has the immediate right to discontinue service to 511, Inc. in the Miami BLCA and all other BLCAs in Florida in which 511, Inc. is providing N11 service pursuant to Section A2.2.9 of BellSouth's GSST Tariff.

PRAYER FOR RELIEF

WHEREFORE, BellSouth respectfully requests that the Commission find that (1) the sale of 511 in the Miami BLCA from Dial 511, Inc. to 511, Inc. violated BellSouth's N11 Tariff and thus was invalid; (2) through this invalid purchase, 511, Inc. violated BellSouth's N11 Tariff because it circumvented the assignment procedures set forth in that tariff to ensure the non-discriminatory assignment of N11 numbers; (3) as a result of this violation, BellSouth can cancel or disconnect 511, Inc.'s use of 511 in the Miami BLCA; (4) 511, Inc. violated Florida law by conducting business even though 511, Inc. has been administratively dissolved since September 21, 2001; (5) as a result of 511, Inc. violating Florida law, BellSouth can immediately cancel or terminate 511, Inc. use of all N11s in Florida pursuant to BellSouth's GSST Tariff; and (6) BellSouth is entitled any other equitable relief or remedy.

Respectfully submitted this 16th day of April 2002.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

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BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
 ISSUED: January 25, 2002
 BY: Joseph P. Lacher, President -FL
 Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

EFFECTIVE: February 25, 2002

A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

A139.1 Three-Digit Dialing Service (N11)

(Obsoluted February 25, 2002, Type 4) Service and rates in this section are available for existing customers at existing locations only. Not available for new service, additions to existing service or moves of existing service to new locations.

A139.1.1 General

- A. Three-Digit Dialing Service (hereafter N11 Service) is a three-digit local dialing arrangement available in specified areas, with BellSouth Telecommunications, Inc. recording and rating of the call, for delivery of general information via voice grade facilities. (O)
- B. The N11 subscriber may apply a charge to his end users, within the N11 subscriber's local calling area, for services delivered in response to calls to an N11 number. The Company will record and rate these calls on behalf of the Company's N11 subscriber only. (O)
- C. For the purposes of handling (recording) of end user calls to an N11 provider, the Company will provide call detail for rating of N11 calls by the Competitive Local Exchange Carrier (CLEC) as defined in the Resale Agreement. (O)
- D. The Local Calling Area of the N11 Service subscriber will be the basic Local Calling Area defined in A3.3 of this Tariff, as facilities permit. (O)

N11 Service will be made available in the following Basic Local Calling Areas:

	Basic Local Calling Areas
Tier 1	Ft. Lauderdale, Miami
Tier 2	Daytona Beach, Jacksonville, Orlando, Pensacola, West Palm Beach
Tier 3	Brooksville, Gainesville, Melbourne, Panama City, Port St. Lucie
Tier 4	Belle Glade, Bunnell, Chipley, Key Largo, Lake City, Pierson, Pomona Park, St. Augustine, Sugarloaf Key

- E. Where conditions permit, Extended N11 service may be provided to include single exchanges in an existing N11 Basic Local Calling Area. At the N11 subscriber's option, the following Basic Local Calling Areas may be Extended to include the following Exchanges:

Basic Local Calling Area:	Extended Exchanges
West Palm Beach	Boca Raton
West Palm Beach	Delray Beach
Key Largo	Marathon
Melbourne	Titusville
Orlando	DeBary
Orlando	Geneva
Orlando	Sanford

For purposes of application of Service Establishment charges, the above exchanges are assigned to tiers as follows:

	Exchange
Tier 3	Boca Raton, Delray Beach, Sanford
Tier 4	DeBary, Geneva, Marathon, Titusville

Exhibit A

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA
ISSUED: January 25, 2002
BY: Joseph P. Lacher, President -FL
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

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EFFECTIVE: February 25, 2002

A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**A139.1 Three-Digit Dialing Service (N11) (Cont'd)****A139.1.1 General (Cont'd)**

- F. N11 Service will be assigned for commercial use in each local calling area, only in those instances where the codes has not been requested by an entity as defined by the Federal Communications Commission in CC Docket 92-105 for specific uses. The specific uses are as follows: (N)
- 211 - access to community information and referral services (O)
 - 311 - access to non-emergency police and other government services (O)
 - 411 - directory assistance (O)
 - 511 - access to travel information services (O)
 - 611 and 811 - access to service repair and business office uses of al providers of telephone exchange service (O)
 - 711 - access code to Telephone Relay Services (TRS) (O)
- With this assignment, non-commercial use of 211, 511 and 711 will be provided as specified in Section A13. of this Tariff. In addition, guidelines for reassignment of N11 codes are defined in *A139.1.2.D*. (O)(T)
- G. Only one N11 number will be assigned to an N11 subscriber or its affiliates per local calling area. (O)
- H. An "affiliate" (as used in *A139.1*) of an N11 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the N11 subscriber. The term "control" (including the terms "controlling", "controlled by", and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. (O)(T)
- I. If the Company provides billing on behalf of the subscriber, the rules and regulations for Billing and Collection Services as defined in Section A37. of this Tariff, as well as the rules and regulations as defined in this Section will apply. (O)
- 1. Billing and Collection Services as defined in Section A37. of this Tariff, will only apply to N11 service where the N11 provider is a Company subscriber. (O)
 - 2. The Company will provide billing on behalf of the N11 subscriber, only when the end user is a BellSouth local exchange customer. (O)
- J. N11 Service is available in BellSouth Territory only. To provide access to an N11 number to end users in an independent company territory or to a CLECs end user within the local calling area, the N11 subscriber must make appropriate arrangements with the independent company or CLEC serving that territory. (O)
- K. N11 Service can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.). (O)
- L. This service is furnished subject to the availability of N11 numbers. (O)
- M. Limitations and use of service as stated in Section A2. of this Tariff apply. (O)
- N. Calls to a disconnected N11 number will be routed to intercept over the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number. *Additional requirements and/or conditions as specified in A139.1.2.D of this tariff apply.* (O)(T)
- O. Directory Listings may be provided for N11 Service at rates and regulations as specified in Section A6. of this Tariff. The phrase "Charges May Apply" will be included in the N11 Service listing at no additional charge. (O)

BELLSOUTH
 TELECOMMUNICATIONS, INC.
 FLORIDA
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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

(N)

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

(O)(T)

A139.1.1 General (Cont'd)

(O)(T)

- P. Access to N11 Service is not available to the following classes of service: (O)
 - Payphone Service Provider Telephones (PSPs) (O)
 - Hotel/Motel/Hospital Service (O)
 - 1+ (O)
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls) (O)
 - Inmate Service (O)
 - 101XXXX (O)
 - Four-party Stations (O)
 - Cellular - Type 2A (O)
- In addition, operator assisted calls to an N11 subscriber will not be completed. (O)
- Q. N11 Service will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Calling Number Identification service in Section A13. of this Tariff, as available. (O)
- R. The N11 subscriber is restricted from selling or transferring the N11 number to an unaffiliated entity, either directly or indirectly. (O)
- S. If an N11 subscriber becomes an affiliate of or is acquired by another N11 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one N11 number within 90 days of the merger or acquisition. (O)
- T. If local calling areas are merged, and an N11 number exists in both areas, the N11 subscriber who established the N11 Service first in time will be entitled to retain the N11 Service in the merged local calling area. (O)
- U. The N11 subscriber is prohibited from providing programming which involves live group interaction, such as "GAB" lines, "chat" lines, or similar type programs where the primary purpose is for callers to interact with one another. (O)(T)

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GENERAL SUBSCRIBER SERVICE TARIFF

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EFFECTIVE February 25, 2002

A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

(N)

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

(O)(T)

A139.1.2 Service Requirements and Conditions

(O)(T)

A. All requests for N11 Service must be submitted in writing to the independent firm designated by the Company for assignment of N11 numbers. The independent firm will allocate N11 Service numbers in the specified Basic Local Calling Areas pursuant to non-discriminatory procedures approved by Company. An earnest money deposit must be included with the written request for N11 Service, except for a request by Law Enforcement, as identified in FCC Order No. 97-51, issued February 19, 1997, for 311. This deposit should be in the form of a certified or cashiers check in the amount of the nonrecurring charge for N11 Service establishment in the Basic Local Calling Area for which the customer is requesting service. If the customer is assigned a N11 Service number, the deposit will be applied to the customer's charges for establishing N11 Service. If the customer is not assigned a N11 Service number, the check will be returned to the customer. The Company will not pay interest on the earnest money deposit.

(O)

B. Within 30 calendar days of the number assignment, the N11 subscriber must initiate a service request order which will determine the subscriber's provisioning date. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

(O)

If, during or at the end of this 90-day period, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 number will be recalled and the number will be considered available for reassignment as specified in A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charge will not be refunded or waived.

(O)

A minimum usage charge becomes effective 6 months after the service has been initially provisioned. Once it becomes effective, this charge will be billed to the N11 subscriber for any billing period in which the N11 subscriber's usage charges fall below the amount of the Minimum Usage Charge in *A139.1.7* of this Tariff. The transfer of an N11 number to an affiliate, whether through merger, acquisition, or otherwise, will not toll or restart the counting of the 6 months period during which the minimum usage charge does not apply.

(O)(T)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

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ISSUED: January 25, 2002

BY: Joseph P. Lacher, President -FL
Miami, Florida

EFFECTIVE: February 25, 2002

A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

(N)

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

(O)(T)

A139.1.2 Service Requirements and Conditions (Cont'd)

(O)(T)

- C. The N11 subscriber must either (1) obtain a new 7 or 10-digit number, (2) designate an existing non-published 7 or 10-digit number, or (3) change an existing published 7 or 10-digit number to a non-published number, which will be established as the lead number in the hunt group, ACD, etc., of the subscriber. This 7 or 10-digit number must be non-published. When the N11 Service is disconnected or discontinued, the N11 subscriber must surrender this 7 or 10-digit number as part of the N11 Service. This 7 or 10-digit number can be either disconnected or a new 7 or 10-digit number can be assigned. Appropriate rates from Sections A3. and A4. of this Tariff will apply. (O)
- D. The Federal Communications Commission (FCC) has ordered that certain N11 numbers be assigned for national purposes and certain uses. As requests are submitted by qualifying entities for N11 numbers assigned for national use, the Company will update the Tariff accordingly and inconsistent commercial uses of such numbers shall be discontinued according to the following provisions. (O)
- The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgement of this condition and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 97-51, issued by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. If a recall is effected, the Company will work with all N11 subscribers affected by such recall to transfer their service arrangements, if technically and economically feasible at the time, to an abbreviated dialing arrangement, and if not feasible, to a seven-digit dialing arrangement within the 6-month notice period. *No additional intercept routing will be provided beyond the end of the 6-month notice period. The number will be available for immediate reassignment.* The N11 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate tariff rates or lower rates established on an individual case basis for the establishment of the new access arrangement. (O)(T)
- E. The N11 Service is provided where facilities permit. (O)
- F. N11 subscribers should work separately with cellular companies to ascertain whether Type I cellular customers will be able to reach information services provided by dialing an N11 number. Charges for calls to the N11 number made from cellular end users will be billed to the cellular company. This may require the N11 subscriber to enter into a contractual agreement with the cellular company to provide 3-digit access service and the billing associated with the service. (O)
- G. N11 subscribers should work separately with competitive local exchange companies to ascertain their end user customers will be able to reach information services provided by dialing an N11 number. The CLEC company will bill charges for calls to the N11 number made from CLEC end users. This may require the N11 subscriber to enter into a contractual agreement with the CLEC company to provide 3-digit access service and the billing associated with the service. (O)

BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

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ISSUED: January 25, 2002
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Miami, Florida

EFFECTIVE: February 25, 2002

A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**A139.1 Three-Digit Dialing Service (N11) (Cont'd)****A139.1.2 Service Requirements and Conditions (Cont'd)****H. N11 Service will be provided under the following conditions.**

1. For network sizing and protection, each N11 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to an N11 number. (N)
2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to N11 numbers without impairing the Company's general telephone service or telephone plant. The customer may be required further to bear the expense of traffic load protection equipment when, in the judgment of the Company, such would be required as a protection to the general telephone service or telephone plant during temporary periods of traffic overload. (O)(T)
3. The Company report of the number of local calls completed to each N11 number will serve as the sole document upon which remittance will be made. In the event the Company's charges for calls exceed the revenue from billed calls, the subscriber will be liable for payment of the difference to the Company. Nonpayment of the N11 call billing by the end user shall not be cause for denial or termination of the end user's exchange telephone service. (O)
4. The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service. (O)
5. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the Service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander. (O)
6. Suspension of Service as covered in Section A2. of this Tariff is not applicable for this service. (O)
7. When N11 Service is disconnected all remittance money due to the N11 subscriber may be credited or applied to the final bill issued for the recurring charges associated with this Tariff. (O)
8. If an N11 subscriber discontinues subscription to N11 Service, the N11 number will be disconnected and reassigned according to the conditions defined in A. preceding. Upon the termination of N11 Service, the N11 number may be reassigned after 60 days. *Additional requirements and/or conditions as specified in A139.1.2.D of this tariff apply.* (O)(T)
9. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the N11 subscriber utilized, directly or indirectly, with the N11 Service which fails to comply with regulations and conditions set forth herein, upon five (5) days notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the N11 subscriber is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company. (O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**A139.1 Three-Digit Dialing Service (N11) (Cont'd)****A139.1.2 Service Requirements and Conditions (Cont'd)**

- H. N11 Service will be provided under the following conditions. (Cont'd)
10. The N11 subscriber is responsible for informing potential end users that a call to the N11 number will be at the charge the subscriber establishes and if applicable, will be billed by the Company for calls from within the N11 subscriber's local calling area. The N11 subscriber must notify the Company in writing at least 30 days in advance if the call charge is to be increased or decreased. Such charge shall begin on the date requested by the N11 subscriber. As a result, the N11 end user bills may show calls to the N11 number at different rates during the same billing period. (N)
(O)(T)
 11. If the Company provides billing for N11 Service, billing entries to appear on the end user's bill must be specified by the N11 subscriber, as provided Section A37. of this Tariff. A telephone number must also be provided for printing on the bill for end user inquiry purposes. (O)
 12. The Company will rate the calls from end users of the N11 subscriber one charge per call to the N11 number. (O)
 13. The N11 subscriber shall subscribe to adequate exchange facilities to transport the calls to the N11 subscriber's premises. (O)
 14. The Company will not be responsible for recording and rating those calls that by-pass the N11 routing. (O)
 15. The N11 subscriber shall provide appropriate answer supervision for a minimum two-second duration for all calls completed to the N11 subscriber to ensure proper recording and rating for the service. (O)
 16. When end users are charged for services delivered in response to calls to an N11 number, the N11 subscriber must provide a preamble at the beginning of each N11 Service call, stating the charge for the N11 Service call. The N11 subscriber's preamble on all calls where there is a potential for minors (defined as under 18 years of age) to be attracted to the program, must provide clear and conspicuous notification in language understandable to children of the requirement to obtain parental permission before placing or continuing with the call. The preamble message must be given within 15 seconds and must be followed by a 3 second period within which the caller can hang up without being charged the N11 Service charge for the call. The N11 subscriber may allow a caller to affirmatively bypass a preamble. However, if the period of time from off-hook condition to on-hook condition is 18 seconds or less, the N11 Service charge will not be recorded or rated. In those instances where the call is likely to exceed the maximum \$10.00 rate level specified in .21 following, the preamble must advise the caller that an additional call may be required to complete the transaction. (O)
 17. Children's programs shall not have rates in excess of \$10.00 per call, and shall not include the enticement of a gift or premium. (O)
 18. No N11 subscriber shall promote N11 Service with the use of an autodialer or broadcasting of tones that dial an N11 number. (O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING (N)

A139.1 Three-Digit Dialing Service (N11) (Cont'd) (O)(T)

A139.1.2 Service Requirements and Conditions (Cont'd) (O)(T)

- H. N11 Service will be provided under the following conditions. (Cont'd) (O)
19. The N11 subscriber must prominently disclose the additional cost per minute or per call for any other telephone number i.e. 700, 800, 900, 976, that the caller is referred to either directly or indirectly. (O)
 20. The N11 subscriber will charge callers to the N11 number a rate that does not exceed a maximum of \$10.00 per call. In those cases where N11 subscribers rate their own calls, prior to the termination of a call which has reached the maximum \$10.00 rate level, a caller will be advised that he must terminate the call and initiate another call which may not require the caller to hear the preamble provided for the initial call. The maximum rate of \$10.00 per call will apply to all subsequently initiated calls placed following the original call. (O)(T)
 21. The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service. (O)(T)
 22. A written notice will be sent to any N11 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service. (O)(T)
- I. If a pro-recorded announcement is provided by the N11 subscriber, the following conditions apply. (O)
1. The N11 Service subscriber will provide announcements. The Company will provide only the delivery of the call. (O)
 2. N11 Subscriber sponsorship of any particular announcement of recorded program service shall not preclude another N11 subscriber from sponsoring the same or similar announcement or recorded program service. (O)
 3. The provision of access to the N11 Network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network. (O)
 4. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses. (O)
 5. The N11 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises. (O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING**A139.1 Three-Digit Dialing Service (N11) (Cont'd)****A139.1.2 Service Requirements and Conditions (Cont'd)**

- J. The Company may take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users. (N)
(O)(T)
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. (O)
- L. The N11 Service subscriber must be located within the principal exchange of the Basic Local Calling Area in which he subscribes to N11 Service. (O)
- M. If the N11 Service subscriber also subscribes to the Company's Billing and Collection service, the subscriber may choose itemized billing or aggregate billing to the end user. Itemized billing will print on the end user's bill a separate line identifying each call made to the N11 Service number. Aggregate billing will print on the end user's bill one line to indicate the total number of calls made to the N11 Service number and the total amount of the charges for those calls. (O)

A139.1.3 Obligations of the Competitive Local Exchange Carrier

- A. In those instances where a CLEC assumes responsibility for an N11 subscriber, all terms and conditions defined in this Tariff and in their Resale Agreement will apply with the exceptions of: (O)
(O)(T)
1. Billing on behalf of the N11 subscriber is the responsibility of the CLEC. Billing and Collections as defined in A37. of this Tariff, will not apply to N11 services where the N11 provider is a CLEC's subscriber. (O)
 2. When the N11 Service is disconnected or discontinued, the N11 Provider must surrender the 7 or 10-digit number as defined in A139.1.2.C. preceding. (O)(T)
- B. In those instances where a CLEC provides N11 service to its end user within the local calling area, terms and conditions for N11 service are as defined in the appropriate Interconnection Agreement. (O)
(O)
1. For purposes of providing a CLEC end user access to an N11 provider within the local calling area, appropriate arrangements must be made by the CLEC with the N11 provider serving the local calling area. (O)
 2. A CLEC may negotiate the provision of directory listings as defined in their Interconnection Agreement. (O)

A139.1.4 Advertisement Regulations for N11 Service

- A. All advertising inviting the use of or in any way relating to N11 Service shall conform to and comply with the requirements and conditions contained herein as well as all other applicable tariff provisions, rules, ordinances, laws and statutes. (O)
(O)(T)
- B. The advertising for N11 Service shall comply with the following regulations. (O)
(O)
1. Advertising may be distributed in any form that the subscriber chooses, provided it complies with and conforms to the specifications contained herein. (O)
 2. No advertising shall be permitted which, in form or substance, does not allow for an audit trail which is verifiable independent of the subscriber for review and confirmation, at any given moment, of compliance with the procedures and specifications set out herein, as well as in other applicable tariff provisions. (O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

(N)

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

(O)(T)

A139.1.4 Advertisement Regulations for N11 Service (Cont'd)

(O)(T)

- C. Each advertisement shall inform potential callers of the name of the person responsible for the advertisement, the charge for N11 calls, and if billing is provided by the Company, that the charge will appear on the telephone bill from which the call is placed. This information shall be displayed with such clarity and prominence to permit it to be noticed and understood by prospective callers. In order to ensure that callers will have an adequate opportunity to notice and understand the foregoing information, advertisements inviting the use of or in any way relating to N11 Service will, at a minimum, be conducted in compliance with the following media-specific specifications. (O)
1. Print Media - Notice of the charge for each N11 call and, when applicable, the fact of inclusion of this charge on the telephone bill, and the telephone number of the person responsible for the advertisement shall appear on the face of any printed material, in BOLD type (if BOLD type is permitted by the advertising medium; if BOLD type is not permitted, the same type as used in the remainder of the advertisement shall be used) of a size no smaller than the largest type contained elsewhere in the advertisement. (O)
 2. Audio or Verbal Media - Notice of the charge for each N11 call and, when applicable, the fact of the inclusion of the charge on the telephone bill shall be stated once during audio or verbal advertisements. This portion of the advertisement shall be broadcast at the same audio level with the same diction and pace as the remaining portions of the ad. (O)
 3. Audio/Visual - Notice of the charge for each N11 call and, when applicable, the fact of inclusion of these charges on the telephone bill, and the person responsible for the advertisement shall be both displayed/broadcast during any audio/visual advertisement. When displayed, this information shall be shown for the same duration as the N11 Service number is shown, each time the N11 Service number is shown. In all other respects, the advertisement shall conform to the specifications for print advertisements and audio or verbal advertisement set out in 1. and 2. preceding. (O)
- D. In addition to complying with the procedures stated preceding and all other specifications relating to the advertisement of the charge and bill consequences associated with N11 Service, each N11 subscriber shall comply with the following: (O)
1. The N11 subscriber shall exclude from any advertisement any matter the dissemination of which is prohibited by law. No advertisement shall be used which, because of words, phrases, statements or illustrations therein or information omitted therefrom, has the capacity or tendency to mislead or deceive prospective callers as to the cost, extent, quality, caller's qualification or nature of any information or service to be received from an N11 call. The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority regarding advertisement for N11 Service. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints to the Company concerning advertisements for N11 Service. (O)
 2. Where detailed and complete information concerning the N11 Service is prominently displayed in a publication, other references to the N11 Service within that publication need not repeat all of the information so long as each other reference clearly reflects that there is a charge for dialing the N11 Service number and where the complete information is located. (O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

(N)

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

(O)(T)

A139.1.5 N11 Service Monthly Report

(O)(T)

- A. The N11 Service Monthly Report is a monthly record of terminating traffic to the N11 subscriber per local calling area. The information in this report will include the calling telephone number, date, time of day, call duration of each call received, and the rate to be charged for the call. (O)
- B. The N11 Service Monthly Report will be provided via paper copy or diskette, where available, to the N11 subscriber. (O)
- C. The N11 Service Monthly Report will be offered where facilities permit and where the Company's message billing process has been arranged to provide this optional feature. (O)
- D. The N11 Service Monthly Report is not represented to be a provision of billing detail. (O)
- E. Telephone numbers listed in the N11 Service Monthly Report are intended solely for the use of the N11 subscriber. Resale of this information is prohibited by this Tariff. (O)
- F. The N11 Service Monthly Report will only apply to N11 services where the N11 provider is a Company subscriber. (O)

A139.1.6 N11 Service Call Detail Information

(O)(T)

- A. N11 Service Call Detail Information is offered for N11 subscribers that provide billing for the N11 Service. This information is a monthly record of terminating traffic to the N11 subscriber per local calling area. The information will include the calling telephone number, date, time of day, call duration of each call received, and the rate to be charged for the call. (O)
- B. The N11 Service Call Detail Information will be provided via diskette in ASCII format to the N11 subscriber. (O)
- C. The N11 Service Call Detail Information will be offered where facilities permit and where the Company's message billing process has been arranged to provide this feature. (O)
- D. The N11 Service Call Detail Information is not represented to be a provision of billing detail. (O)
- E. Telephone numbers listed in the N11 Service Call Detail Information are intended solely for the use of the N11 subscriber. Resale of this information is prohibited by this Tariff. (O)
- F. The N11 Service Call Detail Information will only apply to N11 services where the N11 provider is a Company subscriber. (O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

A139.1.7 Rates and Charges

A. Application of Rates

1. Nonrecurring charges shall apply for each N11 number per local calling area. (O)
2. If the Company provides billing, charges for using the Billing and Collection Services as stated in Section A37. of this Tariff will apply. (O)
3. N11 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the N11 subscriber's designated premises. (O)
4. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates. (O)
5. A charge will apply to changes to the billing arrangement at the subscriber's request. Such changes may be one of the following: a change in rate to the end user for an N11 Service call, or a change of subscriber name or telephone number provided on the end user's bill. (O)
6. A Minimum Usage Charge will be billed to the N11 subscriber in each billing period, following the 6-month period after the service has been provisioned, in which the N11 subscriber's usage charges fall below the amount of the Minimum Usage Charge in B.5. following. (O)
7. Extended N11 Service is provided from exchanges as indicated in *A139.1.L.C.* A monthly charge applies per business line or PBX trunk to the N11 subscriber in addition to the regular monthly charges for business lines or PBX trunks in Section A3. of this Tariff. Toll charges to N11 codes do not apply from extended N11 exchanges when the N11 subscriber subscribes to the Extended N11 service option; however, usage charges as specified in *A39.1.6.B.4.* will apply on these N11 calls. (O)(T)

B. Charges applicable to the N11 Service Subscriber:

1. Establishment of N11 Service, per N11 Service number, per Local Calling Area			(O)
	Nonrecurring Charge	USOC	(O)
(a) Tier 1	\$30,000.00	NA	(O)
(b) Tier 2	16,500.00	NA	(O)
(c) Tier 3	6,300.00	NA	(O)
(d) Tier 4	3,100.00	NA	(O)
2. Billing Arrangement Change by Subscriber			(O)
(a) Per N11 Service Number, per Local Calling Area	675.00	N11NS	(O)
3. Change of Point-to Number by Subscriber, Per Local Calling Area			(O)
(a) Tier 1	1,500.00	N11AP	(O)
(b) Tier 2	400.00	N11NP	(O)
(c) Tier 3	220.00	N11NQ	(O)
(d) Tier 4	60.00	N11NR	(O)

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A139. OBSOLETE SERVICES OFFERINGS - ABBREVIATED DIALING

A139.1 Three-Digit Dialing Service (N11) (Cont'd)

A139.1.7 Rates and Charges (Cont'd)

B. Charges applicable to the N11 Service Subscriber: (Cont'd)

8. Extended N11 Service Option

	Monthly Rate	USOC	
(a) Boca Raton, per business line or PBX trunk	\$10.60	N11EB	(O)
(b) Delray Beach, per business line or PBX trunk	10.15	N11ED	(O)
(c) DeBary, Marathon, per business line or PBX trunk	9.30	N11EM	(O)
(d) Sanford, Titusville, per business line or PBX trunk	9.75	N11ET	(O)
(e) Geneva, per business line or PBX trunk	8.85	N11EG	(O)

(N)

(O)(T)

(O)(T)

(O)

(O)

(O)

(O)

(O)

(O)

(O)

(O)

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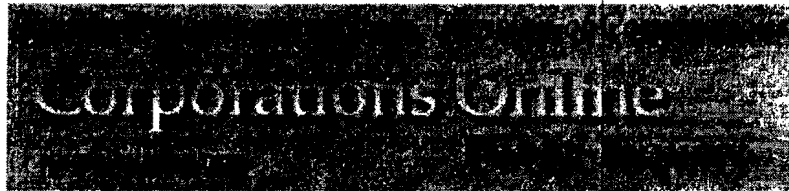
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Florida Profit

511, INC.

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Registered Agent

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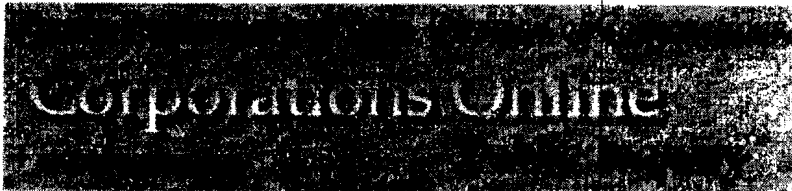
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Registered Agent

PACKAR, JACK B ESQ 3864 SHERIDAN STREET HOLLYWOOD FL 33021	
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Officer/Director Detail

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